

INSTR # 200619345
OR BK 01416 PGS 0441-0458
RECORDED 05/31/2006 03:11:09 PM
JOHN A. CRAWFORD
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 154.50

Rec 154.50

This instrument prepared under the supervision of: MICHAEL S. MULLIN, Attorney at Law, Post Office Box 1010, Fernandina Beach, FL 32035.

WATER AND SEWER SERVICE AGREEMENT

NAU PROJECT # 009

THIS AGREEMENT entered into this 30th day of
May, 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County" on behalf of Nassau Amelia Utilities ("NAU"), and SUMMER WOODS OF NASSAU COUNTY, LTD, a Florida limited partnership, its successors and administrators, Hereinafter referred to as the "Developer".

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

- 1. The Developer desires to make water and wastewater service available to the property known as the Summer Woods ("Property") described on Exhibit "A", attached hereto and made a part herein for the benefit in

Return: Joyce Bradley
Adrian

perpetuity of the Developer, its successors, administrators, and assigns.

2. The County agrees to make water and wastewater service available to the Property for the benefit of Developer, its successors, administrators, and assigns, subject to the terms and conditions as set forth herein.

3. The obligations incurred by the Developer as a result of this Agreement shall constitute an encumbrance on the Property. This Agreement is made subordinate to mortgage liens on the Property and property which may follow. Such subordination is only to subordinate the County's interest to the mortgage lien and in no way waives or releases the County's rights arising from this Agreement.

4. The Developer desires and the County agrees to make fire protection service available to the Property, pursuant to the rate schedule in County Ordinance 2003-45. All on-site water mains installed by the Developer shall be sized in order to meet the fire flow requirements of the County. The County assumes no responsibility whatsoever for the adequacy in regard to the fire flow of the Developer's on-site water mains.

conducted by the engineering firm designated by the County. The County reserves the right to modify construction design that may become necessary to accommodate field conditions, without the consent of the Developer.

7. The estimated CIAC is further based upon a charge of \$750.00 for legal review, and \$154.50 for recording fees associated with this Agreement.

8. The Developer will install at its expense, in accordance with County-Approved Plans, the necessary water and wastewater main extension to serve 132 and 132 Equivalent Residential Connections ("ERC's"), and connect the entire system to the County's existing water and wastewater system. Plans and specifications will be designed, produced, and submitted by a Florida registered professional engineer to the County for review and approval in accordance with the County's specifications and standards, a copy of which is attached as Exhibit "C". Acceptance of the Developer's completed water and wastewater system extension will be subject to review and approval by the County. As a condition precedent to acceptance of the completed water and wastewater system extension by the County and prior to receiving service,

5. The estimated Contribution-in-Aid-of-Construction ("CIAC") required by the County to provide water and wastewater service shall be provided, by the NAU Director or his/her designee, to the Developer by letter. A breakdown of the CIAC estimate shall be included in the letter, which shall be attached hereto as Exhibit "D". This amount must be paid to the County, within two (2) weeks of the joint execution of this Agreement, and before water and wastewater service is provided. Additional charges, such as meter installation, inspection fees, plans review, tap and Allowance for Funds Prudently Invested ("AFPI"), shall be paid at the time of connection, or as otherwise provided by the County.

6. The estimated CIAC, as set forth in the letter attached hereto as Exhibit "D" shall also include a charge for plan and specification review. The estimated CIAC shall also include a charge as and for inspection efforts related to the construction of facilities described in Paragraph 9. Should this project require more than (1) site visit for inspection purposes, the Developer will be billed at the rate of \$570.00 per inspection visit. The engineering inspection will be

the items listed in Exhibit "B" shall be submitted and accepted by the County. Acceptance will not be unreasonably withheld. Once accepted, the County will be responsible for all subsequent maintenance of the water and wastewater system extension not related to warranties.

9. The County reserves the right and the Developer agrees to allow the County to inspect and/or test the on-site water distribution and wastewater collection systems prior to rendering service and from time to time thereafter, but the County assumes no responsibility for the system. The Developer shall correct any identified deficiencies immediately.

10. The Developer shall be responsible for assuring that all work is done in accordance with JEA standards and applicable rules and regulations including, but not limited to, those promulgated by EPA, FDEP, and OSHA; and the presence of County representative(s) on the construction site shall in no way transfer responsibility to the County for any actions of the Developer, his employees and/or his contractors.

11. Backflow prevention is required for all on-site water service. The Developer agrees to install backflow

prevention devices as deemed necessary by the County to protect the water supply.

12. The County accepts only domestic wastewater to its wastewater collection system. At this time, the Developer has no facilities requiring pretreatment. However, the County reserves the right to require the Developer, its successors, administrators, and assigns, to install pretreatment devices should they be required in the future. The County reserves the right to inspect the Developer's devices, if any, prior to rendering wastewater service and from time to time thereafter but assumes no responsibility for Developer's devices.

13. Subject to the Developer's compliance with the terms and conditions of this Agreement and the County's tariff, the County hereby agrees to allocate and reserve 47,250 GPD of water service capacity and 47,250 GPD of wastewater service capacity to the Developer for use by the Developer with its improvements to The Summer Woods Condominiums. If the actual average daily water and/or wastewater consumption over any consecutive six (6) month period, as determined by the County, should exceed the above reserved capacity an additional charge based on the prevailing CIAC will be due and payable to the County

upon thirty (30) days written notice. Any such water and wastewater which is not connected or used by the Developer within five (5) years from the date of the execution of this Agreement shall revert back to the County, and in such an event, the county shall not be obligated to refund these charges paid by the Developer.

14. The providing of water and wastewater service is subject to prevailing rates, fees, and charges of the County, as set forth in County Ordinance 2003-45 or amendments thereto. These rates, fees, and charges are subject to change without notice. The Developer agrees to comply with all Rules and Regulations of the County, which are available upon request.

15. The Developer shall provide written notice to the County, at least seventy-two (72) hours prior to the start of horizontal construction, that construction of contributed facilities or a connection to the County's existing system is about to commence. The County shall not be required to accept contributed facilities that were constructed without prior notification. If the Developer fails to give said written notice, the County may require the Developer to uncover and expose said connections or contributed facilities for inspection, at

the sole cost of Developer, or the County may disconnect the Developer's installations from the County's system at the Developer's expense.

16. Except as expressly provided herein, the Developer agrees not to assign or transfer all or any portion of this Agreement. The allocation of water and wastewater capacity granted to the Developer may be assigned or transferred if and only if: (a) the Developer has obtained the prior written consent of the County to such an assignment, sale, or disposition; (b) the assignment is in direct connection with a bona fide sale of the Developer's property or a portion thereof to which the water and wastewater service capacity reserve relates, and the County is notified in writing of such an assignment not less than thirty (30) days prior to such an assignment; and (c) the assignee pays all of the County's legal and administrative costs incurred in connection with such assignment and assumes all of the duties and obligations of the assignor under this Agreement. The County shall have the right to assign or transfer this Agreement or the rights and responsibilities contained herein to any authority, corporation, or other public or private person, firm, or

entity without the consent of the Developer. The County shall notify the Developer of said assignment, within forty-eight (48) hours of assignment.

17. It is estimated that the herein noted County services can be made available within approximately thirty (30) days after the County's acceptance of the above mentioned contributed facilities. Such time period is subject to change for inclement weather, strikes, acts of God, material shortage, acts of government, and other delaying conditions beyond the control or responsibility of the County.

18. The parties agree that the following mutual protections are included in this Agreement:

a. This document is the entire Agreement between the parties and supercedes all previous agreements between the parties;

b. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment;

c. This Agreement is subject to all applicable local and State laws, and the Developer agrees to pay for the recording of this document;

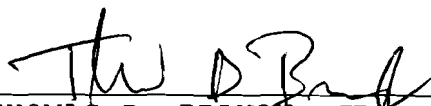
d. This Agreement is intended to benefit only the parties who sign it and the County's authorized assigns and does not create any rights for other persons or entities; The County has the exclusive right to provide water and wastewater service to the Property; and

e. This Agreement is binding on both parties, and each has the power and authority to bind themselves by signing this Agreement.

f. This Agreement shall be recorded at the Developer's expense.

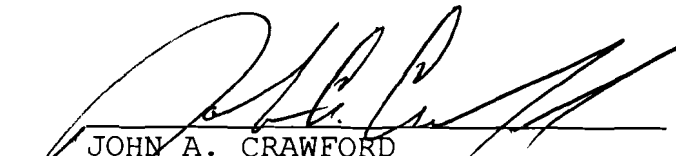
19. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



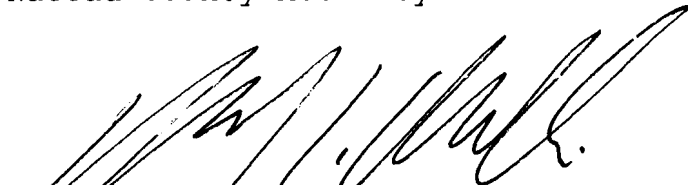
THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:

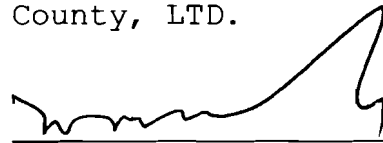


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

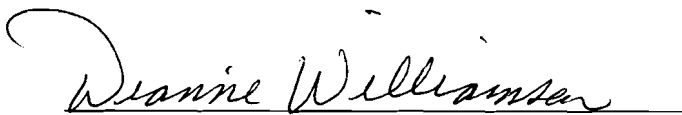

MICHAEL S. MULLIN

DEVELOPER:
Summer Woods of Nassau
County, LTD.

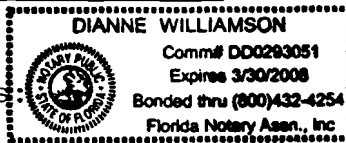

William B. Towers, Jr.
Its: ~~President~~ Director

STATE OF FLORIDA
Duval
COUNTY OF ~~NASSAU~~

The foregoing instrument was acknowledged before me
this 8th day of MAY Director, 2006, by
William B. TOWERS, Jr., as ~~President~~ of SUMMER WOODS OF
NASSAU COUNTY, LTD., a Florida limited partnership, on
behalf of the partnership. He is personally known to me
or has produced _____ as
identification and did take an oath.



NOTARY PUBLIC
State of Florida
My Commission Expires:



h/anne/agreements/nau-summer-woods

EXHIBIT "A"

Legal Description of the property.

Exhibit A

PARCEL 1

A portion of Section 15, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: For a point of reference commence at the intersection of the Easterly right of way line of State Road 105 (A-1-A) with the Southerly right of way line of Orange Avenue, a 29.7 foot right of way as now established; thence North 84 degrees 54 minutes 55 seconds East along the Southerly right of way of said Orange Avenue, a distance of 1019.85 feet; thence South 18 degrees 05 minutes 42 seconds East a distance of 94.53 feet to the Point of Beginning. From the Point of Beginning thus described; thence North 84 degrees 50 minutes 24 seconds East a distance of 445.25 feet; thence South 05 degrees 09 minutes 36 seconds East, a distance of 140.13 feet; thence South 35 degrees 09 minutes 48 seconds East, a distance of 86.92 feet; thence South 40 degrees 45 minutes 38 seconds East, a distance of 147.23 feet; thence South 06 degrees 49 minutes 33 seconds East, a distance of 184.83 feet; thence South 21 degrees 59 minutes 34 seconds East, a distance of 239.13 feet; thence South 68 degrees 00 minutes 30 seconds West, a distance of 266.41 feet; thence South 78 degrees 40 minutes 41 seconds West a distance of 173.06 feet; thence North 69 degrees 17 minutes 14 seconds West, a distance of 127.78 feet; thence North 18 degrees 05 minutes 42 seconds West, a distance of 344.00 feet; thence North 16 degrees 37 minutes 25 seconds East, a distance of 126.87 feet; thence North 18 degrees 05 minutes 42 seconds West, a distance of 344.36 feet to the Point of Beginning.

Together with a Non-Exclusive Easement for ingress, egress and Utilities over upon under and across the following described parcel of land: a 30 foot strip of land lying 15 feet either side of the following described centerline. A portion of Section 15, Township 2 North, Range 28 East, Nassau County, Florida being more particularly described as follows: Commence at the intersection of the Easterly right of way line of State Road 105 (A-1-A) with the Southerly right of way line of Orange Avenue, a 29.7 foot right of way as now established; thence North 84 degrees 54 minutes 55 seconds East, along the Southerly right of way line of said Orange Avenue a distance of 1019.85 feet; thence South 18 degrees 05 minutes 42 seconds East, a distance of 94.53 feet; thence North 84 degrees 50 minutes 24 seconds East, a distance of 120.89 feet to the Point of Beginning of the centerline herein described. From the point of beginning thus described; thence North 05 degrees 09 minutes 36 seconds West, a distance of 91.94 feet to the Point of Termination of the centerline herein described, bounded on the North by said Orange Avenue.

PARCEL C

A portion of Section 15, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: For a point of reference, commence at the intersection of the Easterly right of way line of State Road 105 (A-1-A) with the Southerly right of way line of Orange Avenue, a 29.7 foot right of way as now established; thence North 84 degrees 54 minutes 55 seconds East, along the Southerly right of way of said Orange Avenue, a distance of 1019.85 feet; thence South 18 degrees 05 minutes 42 seconds East, a distance of 94.53 feet; thence North 84 degrees 50 minutes 24 seconds East, a distance of 445.25 feet; thence South 05 degrees 09 minutes 36 seconds East, a distance of 140.13 feet; thence South 35 degrees 09 minutes 48 seconds East, a distance of 86.92 feet; thence South 40 degrees 45 minutes 38 seconds East, a distance of 147.23 feet; thence North 45 degrees 23 minutes 24 seconds East, a distance of 91.94 feet to the Point of Beginning; thence North 87 degrees 38 minutes 49 seconds East, a distance of 272.33 feet; thence South 13 degrees 47 minutes 45 seconds East, a distance of 302.99 feet; thence South 79 degrees 40 minutes 40 seconds West, a distance of 248.10 feet to the Northeasterly right of way line of Sabal Palm (a private road, being a 50 foot right of way as now established); thence North 05 degrees 11 minutes 56 seconds West, along said Northeasterly right of way line of Sabal Palm, a distance of 73.04 feet to the Point of Curvature of a curve to the left; thence Northwesterly along and around the arc of a curve concave Southwesterly and having a radius of 525.0 feet, an arc distance of 274.56 feet, said arc being subtended by a chord bearing and distance of North 20 degrees 10 minutes 52 seconds West, a distance of 271.45 feet to the Point of Beginning.

PARCEL A:

A portion of Sections 14 and 15, Township 2 North, Range 28 East, Nassau County, Florida, together with a portion of Orange Avenue (a 29.70 foot right of way as now established), all being more particularly described as

follows: For a Point of Reference, commence at the intersection of the Easterly right of way line of State Road 105 (A1A) with the Southerly right of way line of Orange Avenue (a 29.70 foot right of way as now established); thence North 84 degrees 54 minutes 55 seconds East, along said Southerly right of way line, a distance of 1406.37 feet to the Point of Beginning; thence North 05 degrees 05 minutes 05 seconds West, a distance of 29.70 feet to the Northerly right of way line of said Orange Avenue; thence North 84 degrees 54 minutes 56 seconds East along said Northerly right of way line, a distance of 10.14 feet to the Point of Curvature of a curve to the left; thence Northeasterly along the Westerly right of way line of Sabal Palm (a private road being a 50 foot right of way as now established), and around the arc of a curve concave Northwesterly and having a radius of 25.00 feet, an arc distance of 35.41 feet, said arc being subtended by a chord bearing and distance of North 44 degrees 20 minutes 16 seconds East, 32.52 feet to the Point of Reverse Curvature of a curve to the right; thence Northeasterly along said Westerly right of way line and along the arc of a curve concave Southeasterly and having a radius of 525.00 feet, an arc distance of 43.76 feet said arc being subtended by a chord bearing and distance of North 06 degrees 08 minutes 54 seconds East, 43.75 feet to the Point of Tangency of said curve; thence North 08 degrees 32 minutes 12 seconds East, continuing along said Westerly right of way line, a distance of 21.44 feet to the Point of Curvature of a curve to the right; thence Easterly along the Westerly and Northerly right of way line of Sabal Palm run the following nine courses and distances: 1) Along and around the arc of a curve concave Southeasterly and having a radius of 250.00 feet, an arc distance of 351.56 feet, said arc being subtended by a chord bearing and distance of North 48 degrees 49 minutes 19 seconds East, 323.30 feet to the Point of Tangency of said curve; 2) North 89 degrees 06 minutes 27 seconds East, a distance of 53.49 feet to the Point of Curvature of a curve to the left; 3) Along and around the arc of a curve concave Northerly and having a radius of 475.00 feet, an arc distance of 39.97 feet, said arc being subtended by a chord bearing and distance of North 86 degrees 41 minutes 49 seconds East, 39.96 feet to the Point of Tangency of said curve; 4) North 84 degrees 17 minutes 12 seconds East, a distance of 95.58 feet to the Point of Curvature of a curve to the left; 5) along and around the arc of a curve concave Northwesterly and having a radius of 375.00 feet, an arc distance of 163.53 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 47 minutes 38 seconds East, 162.24 feet to the Point of Tangency of said curve; 6) North 59 degrees 18 minutes 04 seconds East, a distance of 104.04 feet to the Point of Curvature of a curve to the right; 7) Along and around the arc of a curve concave Southerly and having a radius of 350.00 feet, an arc distance of 311.54 feet, said arc being subtended by a chord bearing and distance of North 84 degrees 48 minutes 04 seconds East, 291.36 feet to the Point of Tangency of said curve; 8) South 69 degrees 41 minutes 56 seconds East, a distance of 14.37 feet to the Point of Curvature of a curve to the left; 9) along and around the arc of a curve concave Northwesterly and having a radius of 25.00 feet, an arc distance of 41.89 feet, said arc being subtended by a chord bearing and distance of North 62 degrees 18 minutes 04 seconds East, 37.16 feet to an intersection with the Westerly right of way line of said Amelia Island Parkway, a dedicated county maintained road; thence South 14 degrees 18 minutes 04 seconds West, along said Westerly right of way line, a distance of 32.11 feet to the Point of Curvature of a curve to the left; thence continue along the Westerly right of way line of said Amelia Island Parkway and along the arc of a curve concave Southeasterly and having a radius of 1440.00 feet, an arc distance of 67.47 feet, said arc being subtended by a chord bearing and distance of South 12 degrees 57 minutes 32 seconds West, 67.46 feet to the Southerly right of way line of said Sabal Palm; thence Westerly and Southerly along said right of way line of Sabal Palm, run the following eleven courses and distances: 1) Westerly along the arc of a curve concave Southwesterly and having a radius of 25.00 feet, an arc distance of 35.49 feet, said arc being subtended by a chord bearing and distance of North 29 degrees 02 minutes 28 seconds West, 32.58 feet to the Point of Tangency of said curve; 2) North 69 degrees 41 minutes 56 seconds West, a distance of 26.49 feet to the Point of Curvature of a curve to the left; 3) Along and around the arc of a curve concave Southerly and having a radius of 300.00 feet, an arc distance of 267.04 feet, said arc being subtended by a chord bearing and distance of South 84 degrees 48 minutes 04 seconds West, 258.31 feet to the Point of Tangency of said curve; 4) South 59 degrees 18 minutes 04 seconds West, a distance of 104.04 feet to the Point of Curvature of a curve to the right; 5) Along and around the arc of a curve concave Northwesterly and having a radius of 425.00 feet, an arc distance of 185.33 feet, said arc being subtended by a chord bearing and distance of South 71 degrees 47 minutes 38 seconds West, 183.86 feet to the Point of Tangency of said curve; 6) South 84 degrees 17 minutes 12 seconds West, a distance of 95.58 feet to the Point of Curvature of a curve to the right; 7) Along and around the arc of a curve concave Northerly and having a radius of 525.00 feet, an arc distance of 44.18 feet, said arc being subtended by a chord bearing and distance of South 86 degrees 41 minutes 50 seconds West, 44.17 feet to the Point of Tangency of said curve; 8) South 89 degrees 06 minutes 27 seconds West, a distance of 53.49 feet to the Point of Curvature of a curve to the left; 9) Along and around the arc of a curve concave Southeasterly and having a radius of 200.00 feet, an arc distance of 201.26 feet, said arc being subtended by a chord bearing and distance of South 48 degrees 49 minutes 19 seconds West, 258.65 feet to the Point of Tangency of said curve; 10) South 08 degrees 32 minutes 12 seconds West, a distance of 21.44 feet to the Point of Curvature of a curve to the left; 11) Along and around the arc of a curve concave Easterly and having a radius of 475.00 feet, an arc distance of 218.06 feet, said arc being subtended by a chord bearing and distance of South 04 degrees 36 minutes 54 seconds East, 216.15 feet; thence North 73 degrees 51 minutes 00 seconds East, a distance of 283.26 feet; thence South 16 degrees 09 minutes 00 seconds

East, a distance of 250.00 feet; thence North 73 degrees 51 minutes 00 seconds East, a distance of 47.14 feet; thence South 13 degrees 47 minutes 45 seconds East, a distance of 115.78 feet; thence North 79 degrees 13 minutes 28 seconds East, a distance of 514.17 feet to the Westerly right of way line of said Amelia Island Parkway; thence South 02 degrees 11 minutes 56 seconds East, along said Westerly right of way line, a distance of 64.68 feet to the Point of Curvature of a curve to the right; thence continue along said Westerly right of way line and along the arc of a curve concave Westerly and having a radius of 860.00 feet, an arc distance of 348.35 feet, said arc being subtended by a chord bearing and distance of South 09 degrees 24 minutes 18 seconds West, 345.97 feet; thence North 03 degrees 25 minutes 44 seconds West, a distance of 341.30 feet; thence South 79 degrees 13 minutes 20 seconds West, a distance of 382.20 feet; thence South 13 degrees 58 minutes 32 seconds East, a distance of 238.23 feet; thence South 79 degrees 40 minutes 40 seconds West, a distance of 240.39 feet; thence South 10 degrees 08 minutes 08 seconds East, a distance of 270.53 feet to the Northeasterly right of way line of said Sabal Palm, thence Southeasterly along said Northeasterly right of way line and along the arc of a curve concave Northeasterly and having a radius of 475.00 feet, an arc distance of 75.19 feet, said arc being subtended by a chord bearing and distance of South 43 degrees 39 minutes 51 seconds East, 75.11 feet to the Point of Tangency of said curve; thence South 48 degrees 11 minutes 56 seconds East, along said Northeasterly right of way line, a distance of 193.45 feet to the Northwesterly right of way line of said Amelia Island Parkway; thence South 41 degrees 48 minutes 04 seconds West, along said Northwesterly right of way line, a distance of 50.00 feet to the Southwesterly right of way line of said Sabal Palm; thence North 48 degrees 11 minutes 56 seconds West, along said Southwesterly right of way line, a distance of 193.45 feet to the Point of Curvature of a curve to the right; thence continue along said Southwesterly right of way line and along the arc of a curve concave Northeasterly and having a radius of 525.00 feet, an arc distance of 172.60 feet, said arc being subtended by a chord bearing and distance of North 30 degrees 46 minutes 36 seconds West, 191.90 feet to an intersection with the Northerly line of said Section 14; thence South 84 degrees 47 minutes 12 seconds West, along last said line, a distance of 103.56 feet; thence North 14 degrees 49 minutes 21 seconds East, a distance of 119.71 feet; thence North 21 degrees 59 minutes 34 seconds West, a distance of 239.13 feet; thence North 06 degrees 49 minutes 33 seconds West, a distance of 184.83 feet; thence North 10 degrees 45 minutes 38 seconds West, a distance of 147.23 feet; thence North 35 degrees 09 minutes 48 seconds West, a distance of 86.92 feet; thence North 05 degrees 09 minutes 36 seconds West, a distance of 140.13 feet; thence North 05 degrees 05 minutes 05 seconds West, a distance of 91.52 feet to the Point of Beginning, EXCEPTING therefrom those parts thereof as described in Deeds recorded in Official Records Book 344, page 609 and in Official Records Book 526, page 836, public records of said Nassau County, Florida, AND FURTHER EXCEPTING the lands described as Parcel C herein.

TOGETHER WITH THE FOLLOWING EASEMENTS AND RIGHTS THERETO APPERTAINING:

Non-Exclusive Easement for ingress, egress and utilities (30 feet wide) as contained in Warranty Deed recorded in Official Records Book 145, Page 487 of the public records of Nassau County, Florida.

Beach Easement recorded in Official Records Book 222, Page 371 of the public records of Nassau County, Florida.

Easement Agreement recorded in Official Records Book 691, Page 559, as amended by Corrective Easement Agreement recorded in Official Records Book 916, Page 1563 of the public records of Nassau County, Florida.

Easement Agreement recorded in Official Records Book 691, Page 565, as amended by Corrective Easement Agreement recorded in Official Records Book 916, Page 1569 of the public records of Nassau County, Florida.

EXHIBIT "B"

Documents required prior to utility acceptance of developer addition:

1. Easements dedicated to the Board of County Commissioners Of Nassau County, Florida, a political subdivision of the State of Florida and recorded in the office of the Clerk of the Court.
2. "Record" or "As-Built" drawings on disk (AutoCAD version 12 or later; and three (3) sets of hard copy record drawings.
3. Contractor's Letter of Warranty for a one (1) year period after Utility Acceptance (Signed and sealed by PE or Notarized).
4. Contractor's Waiver and release of Lien (recorded with the Clerk of the Court).
5. Engineer's Letter of Certification (Signed and sealed by the Engineer).
6. Copies of all tests required by the Florida Department of Environmental Protection or governing State or local Health Department.
7. Video inspection reports of the installed sewer collection system.

EXHIBIT "C"

The developer acknowledges that it will construct the utilities pursuant to the JEA Construction Standards Manual.

EXHIBIT "D"

Calculation of fees for plant capacity and main extension charges for the Summer Woods Development.

WATER: See attachment (Prepaid)

Plant capacity Water: 46.3 @ 933.33 = \$43,213.18
Main Extension Water: 46.3 @ 468.30 = \$21,682.29

Wastewater: See attachment (prepaid)

Plant capacity Wastewater: 46.3 @ 1733.33 = \$80,253.18
Main Extension Wastewater: 46.3 @ 504.00 = \$23,335.20

SUBTOTAL = \$168,483.85

Plan Review: (PBS&J) 1 @ \$800.00 = \$ 800.00

Oversight & Inspections: 3 @ \$570.00 = \$1,710.00

Legal Review: 1 @ \$750.00 = \$ 750.00

Total payable to Nassau County Board of County Commissioners.

Balance Due: \$ 171,743.85

Recording Fee: Payable to the Clerk of Courts:

\$154.50