

Return to George

Internal Agmt # 253

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INSTR # 200320321
OR BK 01143 PGS 0672-0683
RECORDED 06/06/2003 03:24:42 PM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 55.50

**NASSAU – AMELIA UTILITIES
DEVELOPER AGREEMENT**

Project # 2345

Nassau – Amelia Utilities (UTILITY) and Nassau County Board of County Commissioners (DEVELOPER) agree as follows:

Rec 55.50

1. DEVELOPER desires to make water and wastewater service available to the property known as the American Beach Community Center (Property) described on Exhibit A attached hereto and incorporated by reference herein for the benefit in perpetuity of DEVELOPER, its successors, administrators and assigns.
2. UTILITY 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 below.
3. The obligations incurred by 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, except that such subordination is only to subordinate UTILITY's interest to the mortgage lien and in no way waives or releases UTILITY's rights arising from this Agreement.
4. DEVELOPER desires and UTILITY agrees to make private fire protection service available to the Property, pursuant to the rate schedule in the UTILITY's approved Tariff. All on site water mains installed by the DEVELOPER shall be sized in order to meet the fire flow requirements of the governing governmental authority. UTILITY assumes no responsibility whatsoever for the adequacy in regard to fire flow of DEVELOPER's on site water mains.
5. The Contribution-In-Aid-of-Construction (CIAC) required by UTILITY to provide water and wastewater service is estimated to be \$16,203.59. A breakdown of the CIAC estimate is provided in Exhibit B. This amount must be paid to UTILITY, upon execution of this agreement and before water and wastewater service is provided. Additional charges, such as meter fees (provided in Exhibit B-1) and Allowance for Funds Prudently Invested (AFPI) (provided in Exhibit B-2), shall be paid at time of connection, or as otherwise provided in UTILITY's tariff.

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6. The estimated CIAC of \$16,203.59 is further based upon an charge of \$750.00 plan and specification review as well as inspection efforts related to the construction of facilities described in Section 8. UTILITY 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 of \$16,203.59 is further based upon an estimate of \$500.00 administrative and legal fees and \$50.00 for recording fees associated with this agreement.
8. DEVELOPER will install at its expense, in accordance with UTILITY-approved plans, the necessary water and wastewater main extension to serve 3.92 and 5.85 Equivalent Residential Connections (ERCs), respectively, for American Beach Community Center and connect the entire system to UTILITY's existing water and wastewater system. Plans and specifications will be designed, produced and submitted by a Florida registered professional engineer to the UTILITY for review and approval in accordance with the UTILITY's specifications and standards. Acceptance of the DEVELOPER's completed water and wastewater system extension will be subject to review and approval by UTILITY. As a condition precedent to acceptance of the completed water and wastewater system extension by UTILITY and prior to receiving service, the items listed in Exhibit C shall be submitted and accepted by the UTILITY. Acceptance will not unreasonably be withheld. Once accepted, UTILITY will be responsible for all subsequent maintenance of the water and wastewater system extension not related to warrantees.
9. UTILITY reserves the right and the DEVELOPER agrees to allow the UTILITY 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 UTILITY assumes no responsibility for the system. Any identified deficiencies shall be corrected by DEVELOPER immediately.
10. DEVELOPER shall be responsible for assuring that all work is done in accordance with applicable rules and regulations including, but not limited to, those promulgated by EPA, FDEP and OSHA; and the presence of a UTILITY representative on the construction site shall in no way transfer responsibility to UTILITY for any actions of the DEVELOPER, his employees and/or his contractors.
11. Backflow prevention is required for all on-site water service. DEVELOPER agrees to install backflow prevention devices as deemed necessary by the UTILITY to protect the water supply.
12. UTILITY accepts only domestic wastewater to its wastewater collection system. At this time the DEVELOPER has no facilities requiring pretreatment; however, the UTILITY reserves the right to require the DEVELOPER, successors or assigns to install pretreatment devices should they be required in the future. UTILITY reserves the right to inspect DEVELOPER's devices, if any, prior to rendering wastewater service and from time to time thereafter but assumes no responsibility for DEVELOPER's devices.

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13. Subject to the DEVELOPER's compliance with the terms and conditions of this agreement and the UTILITY's tariff, the UTILITY hereby agrees to allocate and reserve 1000 gpd of water service capacity and 1000 gpd of wastewater service capacity to the DEVELOPER for use by the DEVELOPER with its improvements to American Beach Community Center. If the actual average daily water and/or wastewater consumption over any consecutive six-month period, as determined by UTILITY, should exceed the above reserved capacity an additional charge based on the prevailing CIAC will be due and payable to Utility upon 30 days written notice. Any such water and wastewater service which is not connected or used by the DEVELOPER within five (5) years from the date of execution of this Agreement shall revert back to the UTILITY, and in such an event, the UTILITY 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 UTILITY, as set forth in UTILITY's approved tariff. These rates, fees and charges are subject to change as approved by the appropriate governmental authority. The DEVELOPER agrees to comply with all Rules and Regulations of UTILITY as set forth in the tariff. These Rules and Regulations are subject to change as approved by the appropriate governmental authority and are available upon request.
15. DEVELOPER shall provide written notice to UTILITY, at least 72 hours prior to start of construction, that construction of contributed facilities or a connection to the UTILITY's existing system is about to commence. UTILITY shall not be required to accept contributed facilities which were constructed without prior notification. If the DEVELOPER fails to give said written notice, the UTILITY may require DEVELOPER to uncover and expose said connections or contributed facilities for inspection, at the sole cost of DEVELOPER or the UTILITY may disconnect DEVELOPER installations from the UTILITY'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 service capacity granted to DEVELOPER may be assigned or transferred if and only if: a) the developer has obtained the prior written consent of the UTILITY 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 UTILITY is notified in writing of such an assignment; and c) the assignee pays all of the UTILITY'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 UTILITY shall have the right to assign or transfer this Agreement or the rights and responsibilities contained herein to any properly authorized commission, authority, corporation, or other public or private person, firm or entity without the consent of the DEVELOPER.

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17. It is estimated that the above noted UTILITY services can be made available within approximately 30 days after UTILITY 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 UTILITY.

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 the laws of the State of Florida and the DEVELOPER agrees to pay for recording this document;
 - d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities;
 - e. The UTILITY has the exclusive right to provide water and wastewater service to the Property; and,
 - f. This Agreement is binding on both parties and each has the power and authority to bind themselves by signing below.

19. The fees and reservation of water and/or wastewater capacity outlined in this agreement do not include any water to be used by the DEVELOPER for irrigation purposes. The DEVELOPER shall provide an alternative means of irrigation separate of the potable water system.

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(Corporate Seal)

Attest: [Signature]
Secretary- Ex-Officio Clerk
Printed Name: J. M. "Chip" Oxley, Jr.
Address: Post Office Box 456
Fernandina Beach, FL 32035

In Witness, Nassau County Board of County Commissioners, has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 14th day of May A.D. 2003.

By: [Signature]
Title: Chairman
Printed Name: Vickie Samus

Signed, Sealed, and Delivered in the Presence of:
1. [Signature]
Printed Name: Joyce T. Bradley
2. [Signature]
Printed Name: CONNIE H. ARTHUR

Printed Address: Post Office Box 1010
Fernandina Beach, FL 32035


Approved as to form by the Nassau County Attorney:

[Signature]
Michael S. Mullin

State of Florida, County of NASSAU
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J.M. 'CHIP' OXLEY, JR. and VICKIE SAMUS well known to me to be the EX-OFFICIO CLERK and CHAIRMAN respectively of the corporation named as Customer in the foregoing agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 14th day of May A.D. 2003.

[Signature]
Notary Public

 **CONNIE H. ARTHUR**
Notary Public, State of Florida
My comm. expires Dec. 19, 2003
Comm. No. CC 896505

(Corporate Seal)

Attest: [Signature]
Secretary EX-OFFICIO CLERK
Printed Name: J.M. 'CHIP' OXLEY JR.
Printed Address: P.O. Box 456
Fernandina Beach FL 32035

In Witness, Nassau - Amelia Utilities has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 14th day of May A.D. 2003.

By: [Signature]
Title: Chairman


Printed Name Vickie Samus
Printed Address: Post Office Box 4000
Fernandina Beach, FL 32035

Signed, Sealed, and Delivered in the Presence of:
1. [Signature]
Printed Name: Joyce T. Bradley
2. [Signature]
Printed Name: CONNIE H. ARTHUR

State of Florida County of NASSAU
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J.M. 'CHIP' OXLEY JR. and VICKIE SAMUS well known to me to be the EX-OFFICIO CLERK and CHAIRMAN respectively of the corporation named as UTILITY in the foregoing agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 14th day of May A.D. 2003.

[Signature]
Notary Public

 **CONNIE H. ARTHUR**
Notary Public, State of Florida
My comm. expires Dec. 19, 2003
Comm. No. CC 896505

INSTR # 200320321
OR BK 01143 PG 0677

Exhibit A

Legal Description

INSTR # 200320321
OR BK 01143 PG 0678

LEGAL DESCRIPTION:

A PART OF LOTS 10, 11 AND 12, STAPELTON LANDS; BEING A PART OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; LYING SOUTH OF JULIA STREET (A 60 FOOT RIGHT-OF-WAY) AS NOW ESTABLISHED, LYING WEST OF MARY AVENUE (A 60 FOOT RIGHT-OF-WAY) AS NOW ESTABLISHED AND EAST OF PARCEL "B" (RITZ CARLTON EMPLOYEE PARKING) AS DESCRIBED IN OFFICIAL RECORDS BOOK 820, PAGE 433 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF AFORESAID JULIA STREET WITH THE WEST LINE OF AFORESAID MARY AVENUE (ALSO KNOWN AS MARY STREET); THENCE SOUTH 1°18'43" EAST, ALONG THE WEST LINE OF SAID MARY AVENUE, A DISTANCE OF 285.01 FEET; THENCE SOUTH 84°53'05" WEST, A DISTANCE OF 295.52 FEET TO THE SOUTHEAST CORNER OF AFORESAID PARCEL "B"; THENCE NORTH 01°11'52" WEST, ALONG THE EAST LINE OF SAID PARCEL "B", A DISTANCE OF 305.93 FEET TO THE SOUTH LINE OF AFORESAID JULIA STREET; THENCE NORTH 88°56'34" EAST, ALONG THE SOUTH LINE OF JULIA STREET, A DISTANCE OF 294.26 FEET TO THE POINT OF BEGINNING.

Exhibit B

**Schedule of Capacity, Allowance & Extension Charges, Meter Installation Fees, and Other
Applicable Fees**

Exhibit B

CALCULATION OF CONTRIBUTION IN AID OF CONSTRUCTION

Project Name: American Beach Community Center	Plant Name: Amelia Island
FWS Project #: 2345	Date of Calculation: 5/21/2003

	Gallons per Day	WATER	WASTEWATER	OTHER
A. Plant Capacity:				
Water Demand (GPD)	1,000 gal	\$2,745.12		
Wastewater Demand (GPD)	1,000 gal		\$1,749.03	
B. Main Extension:				
Water Demand (GPD)	1,000 gal	\$7,602.40		
Wastewater Demand (GPD)	1,000 gal		\$2,807.04	
C. Miscellaneous Fees				
Engineering Review and Inspection				\$750.00
Administrative and Legal				\$500.00
Recording Fees				\$50.00
D. Prepaid CIAC				
		\$0.00	\$0.00	\$0.00
TOTAL CIAC				
		\$10,347.52	\$4,556.07	\$1,300.00
TOTAL DUE				
		\$16,203.59		

- E. Fees due at time of connection**
- ➔ Allowance for Funds Prudently Invested (AFPI) - See Exhibit B-2
 - ➔ Service Installation/Tap Charge - See Exhibit B-1
 - ➔ Meter Installation Charge - See Exhibit B-1
 - ➔ Backflow Prevention Charge - See Exhibit B-1
 - ➔ Administrative Charge - \$15.00 per account
 - ➔ Deposits - See Exhibit B-1

Exhibit B-1
 STANDARD CHARGES SHEET

Project Name: American Beach Community Center	Plant Name: Amelia Island
FWS Project #: 2345	Date of Calculation: 5/21/2003

WATER (per meter)

Service Installation Charge

5/8" X 3/4" Meter:	\$ 143.00	1 1/2" Meter:	\$ 202.50
3/4" Meter:	\$ 143.00	2" Meter:	\$ 245.00
1" Meter:	\$ 154.00	Greater than 2" Meter:	Actual Cost

Meter Installation Charge

5/8" X 3/4" Meter:	\$ 90.00	1 1/2" Meter:	\$ 300.00
3/4" Meter:	\$ 110.00	2" Meter:	\$ 385.00
1" Meter:	\$ 140.00	Greater than 2" Meter:	Actual Cost

Stand Alone Backflow Prevention Device:

1" Meter or less:	Actual Cost
1 1/2" Meter:	Actual Cost
2" Meter:	Actual Cost
Greater than 2" Meter:	Actual Cost

Deposits

5/8" X 3/4" Meter:	\$ 50.00	3" Meter:	\$ 300.00
3/4" Meter:	\$ 100.00	4" Meter:	\$ 350.00
1" Meter:	\$ 150.00	6" Meter:	\$ 400.00
1 1/2" Meter:	\$ 200.00	8" Meter:	\$ 450.00
2" Meter:	\$ 250.00		

WASTEWATER (per meter)

Service Installation Charge

4" Lateral		#
Unpaved	\$ 170.00	
Paved	\$ 548.00	
6" Lateral		
Unpaved	\$ 227.00	
Paved	\$ 605.00	

Deposits

5/8" X 3/4" Meter:	\$ 67.00	3" Meter:	\$ 402.00
3/4" Meter:	\$ 134.00	4" Meter:	\$ 469.00
1" Meter:	\$ 201.00	6" Meter:	\$ 536.00
1 1/2" Meter:	\$ 268.00	8" Meter:	\$ 603.00
2" Meter:	\$ 335.00		

**FLORIDA WATER SERVICES
 Exhibit B-2**

Project Number:	2345	Plant Number:	
Project Name:	American Beach Community Center		

	<u>AFPI Water ERC's</u>	<u>AFPI Wastewater ERC's</u>
COMM	4.6080	6.4516

	WATER		WASTEWATER	
	Treatment Plant	Transmission / Distribution	Treatment and Disposal	Collection System
One AFPI ERC	\$0.00	\$660.00		\$1,102.00
X AFPI ERC's = \$	-	\$ 3,041.28	\$ -	\$ 7,109.66

Total AFPI for Water & Wastewater **\$ 10,150.94**

AFPI fees are paid at the time of connection with the meter and account fees show on Exhibit B & B-1

Exhibit C

Documents Required Prior to Utility Acceptance of Developer Addition

1. Easements dedicated to Nassau – Amelia Utilities (Recorded with the County)
2. Electronic “Record” or “As-Built” drawings on disk/CD in AutoCAD Release 14 minimum, 2000 or 2000i and three (3) sets of hard copy record drawings
3. Contractor’s Letter of Warranty for a one year period after Utility Acceptance (Signed and sealed by PE or Notarized)
4. Contractor’s Waiver and Release of Lien (Recorded with County)
5. Engineer’s Letter of Certification (Signed and sealed by Engineer)
6. Copies of all tests required by the Florida Department of Environmental Protection or governing State or local Health Department as well as any other tests deemed necessary by the UTILITY to ensure conformance with UTILITY standards and specifications
7. Applications for certification of completion required by the Florida Department of Environmental Protection or governing State or local Health Department
8. Bill of Sale for Water and Wastewater contributed property with accurate cost records establishing the construction cost of the completed additions (a copy of related construction contracts duly certified by a Notary of the State of Florida as true and correct copies of the originals required).