

**UTILITY SERVICE AGREEMENT
FOR CONSTRUCTION OF
WATER AND WASTEWATER SYSTEM EXTENSIONS**

This AGREEMENT is made and entered into by and between the EMERALD COAST UTILITIES AUTHORITY, a governmental body, corporate and politic, (“ECUA”) and

(Name of Company or Individual): _____

(Business Address): _____

(Business Tax I.D. No.): _____

(the “Developer”). This Agreement shall be effective as of the date on which both the Developer and ECUA or their representatives, as indicated below have signed it.

WHEREAS, the Developer owns or otherwise controls a development interest in certain land (the “Property”) in Escambia County, Florida, more particularly described in Exhibit “A” to this Agreement and intends to construct on the Property a (Describe the type of project, i.e. subdivision, apartments, commercial, etc.):

to be known as (Name of Project): _____ (the “Project”);

and

WHEREAS, the Developer desires ECUA to provide to the Project:

- A. Water service –
Projected average daily demand of _____ gallons per day;
- B. Wastewater service –
Projected average daily flow of _____ gallons per day; and

WHEREAS, ECUA is willing to provide such service upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the Developer and ECUA hereby agree as follows:

- 1. The Developer shall, at the sole cost and expense of the Developer:
 - A. Construct or cause to be constructed such mains, services, laterals, lift stations, force mains, fire hydrants and other facilities as may be necessary for ECUA to provide such service to the Project.
 - B. Construct or cause to be constructed such other facilities outside the Property as are generally described in Exhibit “B” to this Agreement.

C. Provide any and all documents as ECUA may request related to the transfer of ownership or operation of the facilities which are the subject of this Agreement.

2. The Developer shall pay all Project costs of any kind, including the cost of any necessary relocation of existing utilities, and shall secure all documentation such as permits, warranty deeds and easements as may be required. However, ECUA may elect to modify the intended design and participate financially in certain system extensions as necessary to meet other current or future needs of the system. Such participation by ECUA shall be described in Exhibit "D" to this Agreement.

3. All such design and construction shall be done in accordance with the requirements of the ECUA Engineering Manual, latest edition.

4. No such construction shall be commenced until plans and specifications therefor have been submitted to and approved in writing by ECUA and other agencies or permitting authorities having jurisdiction.

5. In accordance with the requirements and conditions of the Plan Approval process the Developer or his representative shall notify ECUA in writing before commencing construction. Failure of the Developer or his Contractor to provide timely notice before commencement of construction, as required, may be considered as a breach of this Agreement. The Developer will be responsible for payment of penalties and other costs associated with such failure to notify.

6. All work related to the construction of extensions to ECUA water or wastewater facilities shall be subject to inspection by ECUA. Employees and agents of ECUA may at any reasonable time during or after construction enter upon the Property for the purpose of inspecting such facilities. Any work done prior to proper notification or without appropriate inspection is subject to rejection. Work requiring repeated inspections, failure to properly prepare work for inspection, or other actions which result in excessive use of inspection services, shall be cause for assessment of additional inspection fees payable prior to final completion or acceptance of the project.

7. Upon completion of construction the engineer that prepared the approved plans and specifications shall at the Developer's expense certify such facilities as to conformity with the approved plans and specifications and provide copies of the project plan drawings indicating the final, as-built record of construction including location references. Also prior to the facilities being placed into service the Developer shall provide or cause to be provided additional documentation including but not limited to easements, warranties, dedications, etc.

8. Ownership and maintenance responsibility for the completed facilities shall be defined by ECUA and outlined in Exhibit "C" to this Agreement. Prior to completion of the project, the Developer shall provide a survey from a third party

acceptable to ECUA which details the location and provides the legal description of any and all facilities for which ECUA is to take ownership. Any underground facilities shall be field spotted and located, verifying the location such that the facilities can be adequately surveyed.

9. Prior to completion of the project, the developer shall provide appropriate warranty deeds, easements, or other documents necessary to effectuate the transfer of the appropriate property interests to ECUA. All such documents transferring any property interest to ECUA shall contain the appropriate legal description as verified by survey.

10. Upon determination by ECUA that the facilities have been properly located and constructed by the Developer in accordance with the approved plans and specifications and all applicable requirements of ECUA and other agencies having jurisdiction, ECUA shall accept ownership and maintenance responsibility or acknowledge satisfactory completion of construction of the facilities as appropriate. For facilities not being accepted by ECUA the Developer shall provide the name, address, phone number and other contact information for the person or agency responsible for the maintenance of the facilities.

11. No building or similar facility shall be connected to any new or existing water or wastewater facilities until such time as ECUA acknowledges satisfactory completion of construction, and until all applicable rates, fees and charges have been paid to ECUA. If for any reason service is established to the Project prior to the receipt of all documentation necessary to meet the requirements of the completion or acceptance process, such service shall be considered temporary and limited to a period of ninety days. Failure of the Developer to provide the necessary documentation within this period may result in discontinuance of service until such documentation is provided.

12. Upon acceptance of any facility by ECUA, such facility, together with all permits, easements, warranties, engineering drawings, and other matters owned by the Developer in connection therewith shall be delivered to and owned by ECUA. The Developer shall execute such instruments of conveyance as ECUA may require, and shall provide ECUA with all surveys and as-built records of construction in a format suitable to ECUA.

13. The Developer hereby warrants the new facilities to be free of defects in material, workmanship and design for two (2) years after the acceptance or acknowledgment of completion thereof. Any such defect appearing within two (2) years after acceptance shall be corrected by the Developer or, at the option of ECUA, shall be corrected by ECUA and the Developer shall reimburse ECUA for the cost of such correction within 30 days after receipt of a statement for the same.

14. The Developer shall not engage, directly or indirectly, in the ownership or operation of a water or wastewater system within or serving the Property or the Project. This provision does not preclude the submetering of water for purposes

of allocating cost to individual dwelling units such as in apartment complexes in accordance with Florida laws.

15. The Developer agrees to operate and maintain any completed water or wastewater facilities in compliance with all federal, state, local and ECUA codes and requirements, and agrees to allow ECUA access as required to inspect the facilities for compliance with those requirements.

16. The Developer hereby releases and agrees to hold harmless, indemnify, protect, and defend ECUA, its members, officers, employees and agents from any and all claims, damages, actions or causes of action relating to the planning, design, location, and construction of such facilities, or relating to any denial by the Florida Department of Environmental Protection or other authority of any permit to provide utility service to the Property, or any failure by the Developer to construct such facilities or develop the Property. This provision shall survive the acceptance and transfer of facilities to ECUA.

17. This Agreement may not be amended except by a writing executed by the Developer and by ECUA. All documents necessary for the implementation of this Agreement, including all permits, engineering design and construction contracts, plans and specifications for the facilities as and when approved and filed with the ECUA are a part of this Agreement and incorporated herein by reference.

18. The laws of the State of Florida shall govern this Agreement.

EXECUTED by the Developer or its representative this _____ day of _____, 20____.

DEVELOPER

Witness

BY: _____

Printed Name & Title: _____

EXECUTED by the undersigned representative of ECUA this _____ day of _____, 20____.

EMERALD COAST UTILITIES
AUTHORITY

Witness

BY: _____

Title: _____

EXHIBIT "C" – OWNERSHIP & MAINTENANCE RESPONSIBILITY

It is the intent of the Developer and of ECUA that the ownership and maintenance responsibility for the water or wastewater facilities to be constructed for this Project will be as follows after final completion or acceptance.

ECUA

Upon satisfactory completion of construction and provision by the Developer of all properties, easements, and appropriate completion documents the following described facilities will be accepted for ownership, maintenance and operation by ECUA:

_____ All facilities as shown on the approved Plans, or

Those facilities as shown on the approved Plans as described below:

Developer

Upon completion of construction and provision by the Developer of all appropriate completion documents the following described facilities will be retained for ownership, maintenance and operation by the Developer or his successor:

_____ All facilities as shown on the approved Plans, or

Those facilities as shown on the approved Plans as described below:

Ownership and contact information for these facilities will be as follows:

Owner's Name: _____

Owner's Address: _____

Contact Person: _____

Daytime Phone No. _____

Emergency Contact No: _____

