

**UTILITY INFRASTRUCTURE CONVEYANCE AND SERVICE AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to section 163.01(7), Florida Statutes (the "FGUA"), and \_\_\_\_\_ (hereinafter referred to as "Developer").

**RECITALS**

**WHEREAS**, Developer owns certain property in \_\_\_\_\_ County, Florida as shown and described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"), to be developed as \_\_\_\_\_ (hereinafter referred to as the "Project"); and

**WHEREAS**, Developer has requested the FGUA to accept \_\_\_\_\_ to be constructed by Developer on the Property, in order to provide \_\_\_\_\_ to the Property, for ownership, operation and maintenance; and

**WHEREAS**, the FGUA has agreed to accept such facilities upon completion of same to the standards and requirements of the FGUA as outlined in all FGUA policies and procedures, including but not limited to the FGUA Water and Wastewater Service Extension Policy, as amended;

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration exchanged amongst the parties, the parties hereto covenant and agree that the above recitals are true and correct and further covenant and agree, each with the other as follows:

**ARTICLE I**

The Developer as a party to this Agreement hereby covenants and agrees as follows:

1. To construct all lift stations and other pumping facilities in accordance with the FGUA's standard details, including the provision of telemetry.
2. To construct in accordance with all FGUA policies all the necessary \_\_\_\_\_ facilities within the Property necessary to provide \_\_\_\_\_ services to the Property.
3. That the construction of the \_\_\_\_\_ facilities shall be in accordance with plans, specifications and engineering data prepared by a Florida registered professional engineer and approved by all appropriate regulatory agencies and the FGUA's

authorized representatives. Said \_\_\_\_\_ systems shall be connected to the FGUA's existing systems at the points as specified by the FGUA's authorized representatives and as agreed by both parties. Any deviation from the approved plans and specifications shall require the prior approval in writing of the FGUA's Director of Operations or his authorized representative.

4. To retain the services of a Florida registered professional engineer for the purpose of providing necessary inspection and supervision of the construction work to insure that construction is at all times in compliance with accepted sanitary engineering practices and approved plans and specifications.

5. To provide shop drawings and catalog information of the materials and equipment to be installed for FGUA approval. No construction shall commence until the shop drawings, plans and specifications are approved in writing by the FGUA's Director of Operations or his authorized representative.

6. A preconstruction meeting with the FGUA's Director of Operations or his authorized representative, Developer, or Developer's engineer and contractor shall be held prior to construction commencement.

7. To grant the FGUA's representatives free access to the materials and the work site at all times for the purpose of inspecting same.

8. To notify the FGUA before any construction is begun and at the time when inspections will be required. Said notification shall be made in writing and shall be received by the FGUA at least forty-eight (48) hours in advance of the time construction will begin or inspections required.

9. At the time when periodic inspections are required, the FGUA's authorized representative, together with Developer's engineer, will be present to observe and jointly witness tests for determination of conformance to approve plans and specifications.

10. Developer, during the warranty period, shall promptly correct defective work upon notification by the FGUA. Should Developer fail to do so within seven (7) days after written notice, FGUA may correct and remedy any such deficiency. All direct and indirect costs of the FGUA shall be charged to the Developer.

11. Developer's obligation to perform and complete the work in accordance with this Agreement shall be absolute. Neither any act of acceptance by the FGUA nor any failure to do so will constitute a release nor waiver of Developer's obligation to comply with all requirements set forth in this Agreement.

12. The FGUA shall not be required to provide \_\_\_\_\_ service, except for construction water, to any area encompassed under this Agreement unless utility installation in that area has been completed, tested, certified, approved and accepted by the FGUA, and Developer has provided as-built drawings and related documentation. Should construction water be required, Developer shall

pay at the current rate charged to commercial customers in the service area. All construction water shall be metered.

13. To indemnify and hold harmless the FGUA from any and all liabilities incurred by the construction and development of the \_\_\_\_\_ system(s) to service the Project including all contractors and subcontractors.

14. To pay all FGUA Capacity Impact Fees, physical connection charges and all other FGUA fees and charges, after the computation of credits, if any, as provided in FGUA resolutions, policies and procedures.

15. To fully remedy and correct at Developer's sole expense any title defects affecting the FGUA's rights, incorrect easements, faulty legal descriptions or other such problems.

## ARTICLE II

Upon completion, approval and acceptance of the work required to be done, Developer shall without cost to the FGUA:

1. Convey to the FGUA and its successors and assigns by good and sufficient Warranty Deed for all pumping facilities or other utility facilities for which the FGUA requests a fee conveyance and by a good and sufficient Utility Easement for all other facilities. Said easement shall grant the FGUA a perpetual right, easement and privilege to own, operate, maintain, repair and replace \_\_\_\_\_ mains, connections, pumps and meters within granted easements. Developer shall also secure from each mortgagee and lienor a release or subordination of mortgagee's and lienor's interest in the deed or easement and fixtures thereon.

2. Transfer in fee simple to the FGUA by Bill of Sale all Developer's right, title and interest in and to all of the \_\_\_\_\_ facilities, mains, pumps, connection, pipes, valves, meters and equipment installed within granted easements and rights-of-way as provided for in the plans and specifications to be prepared pursuant to the preceding Paragraph (1) above for the purpose of supplying \_\_\_\_\_ service within the Property. The Bill of Sale shall include the contractor's certifications stating the cost of the installations due under this Agreement.

3. Furnish the FGUA with an Attorney's Affidavit confirming Developer's ability to convey the items outlined in the previous two paragraphs.

4. Furnish the FGUA with an Owner's Affidavit confirming that all persons, firms or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by this Agreement have been paid in full.

5. Furnish the FGUA with Releases of Lien from all contractors and suppliers of materials and/or labor who might have acquired an interest in the installations by the supplying of materials and/or labor or otherwise.

6. Furnish the FGUA with an Owner's Waiver and Release releasing all liens which Developer might have on the works/installations.

7. Furnish the FGUA with all manufacturers' warranties which Developer might have received or is due to receive on any part of the installations.

8. Furnish the FGUA with a satisfactory Contractor's Letter of Warranty, letter of credit or security bond guaranteeing installation pursuant to this Agreement against defects in material, equipment or construction for a period of not less than one (1) year from date of acceptance of same by FGUA.

9. Furnish all other items outlined in the Developer Conveyance Checklist as subsequently determined to be required by FGUA staff after review of the Project plans. A copy of the Developer Conveyance Checklist is attached hereto as Exhibit "B."

10. In the event that on-site \_\_\_\_\_ facilities are connected to the FGUA system(s) absent the conveyances mentioned herein, the Developer's requirement to convey said facilities to the FGUA shall not be waived and shall run with the land. In such event, the FGUA may thereafter, at any time, request conveyance of such facilities and the Developer or subsequent owner in interest shall promptly comply with said request in the manner prescribed herein. In the event the Developer or subsequent owner in interest is unwilling or unable to convey the facilities for any reason whatsoever, the FGUA shall have the immediate right to terminate this Agreement and services to be provided by the FGUA pursuant to this Agreement, without fault or breach. Notwithstanding the foregoing, the FGUA shall not be obligated to make any connection until the FGUA has received all items required as outlined on the Developer Conveyance Checklist, including but not limited to the Engineer's Certification of Construction Completion indicating that all construction has been performed in substantial conformance with the approved engineering plans and that all tests required by the Engineer and the FGUA have been satisfactorily performed.

11. All documents defined in this Article shall be in such form as approved by FGUA.

### **ARTICLE III**

The FGUA and Developer hereby covenant and agree as follows:

1. The provisions of this Agreement shall be binding upon and inure to the benefit of successors and assigns in title to the Property.

2. Developer, its successors and assigns, and the owners and occupants of buildings on the Property are hereby prohibited from installing or maintaining any water supply wells or septic systems, except for irrigation purposes where reclaimed water is not available.

3. The FGUA shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves fixtures or equipment on any of the properties of the customers, consumers

or users on the Property other than the within easements granted to the FGUA in accordance with the FGUA's policies and procedures.

4. Each customer of \_\_\_\_\_ on the Property shall keep all pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer and within the interior lines of the lot or tract occupied by the customer in good order and condition. The sale of water to the customer shall occur at the customer's side of the meter.

5. Any temporary cessation or interruption of the furnishing of \_\_\_\_\_ to the Property at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of the FGUA shall not constitute a breach of the provisions contained herein or impose liability upon the FGUA by Developer, its successors and assigns.

6. This Agreement shall be recorded by the FGUA among the public records of \_\_\_\_\_ County, Florida after approval by the FGUA's utility counsel and the FGUA Board of Directors. When so recorded, owners and occupants of the Property connected to or to be connected to said \_\_\_\_\_ systems of the FGUA shall be on notice of each and every one of the provisions of this Agreement, which shall have the same force and effect as if said owners and occupants had joined with the parties to the Agreement in the execution hereof; and the acquisition or occupancy of any part of the Property connected to or to be connected to said \_\_\_\_\_ systems of the FGUA shall be deemed conclusive evidence of the fact that the owners and occupants have consented to and accepted the Agreement herein contained and have become bound hereby.

7. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail with return receipt requested, or other mail courier service, addressed to the party for whom it is intended, at the place specified as the place for giving of notice; the place for giving of notice shall remain in such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice, to wit:

**FOR THE FGUA:**

Florida Governmental Utility Authority  
Director of Operations  
280 Wekiva Springs Road, Suite 203  
Longwood, Florida 32779-6026

Utility Counsel  
1500 Mahan Drive, Suite 250  
Tallahassee, Florida 32308

**FOR DEVELOPER:**

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Notice so addressed and sent by certified mail with return receipt requested or other mail service shall be deemed given when it is deposited with the mailing service unless otherwise provided herein.

8. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of \_\_\_\_\_ County, Florida, with all recordation expenses, including the FGUA's costs for recording, to be paid by Developer.

9. That the execution of this Agreement by the FGUA shall not be construed as a precedent for the acceptance by the FGUA of other potable water, reclaimed water and/or wastewater facilities constructed or to be constructed by Developer or others, on other properties.

10. No substance other than Domestic Wastewater, as such term is defined by the Florida Department of Environmental Protection, or a successor agency with jurisdiction over same (the "FDEP"), shall be placed into the wastewater system and delivered to an FGUA line. Should any discharge to the wastewater system not meet Domestic Wastewater criteria as set forth by the FDEP, Developer, or any subsequent owner in interest, shall become subject to the FGUA Industrial Pretreatment Standards as said standards exist at that time, and a separate agreement shall be required for the FGUA to provide such service.

11. This Agreement is intended to supplement the policies and procedures of the FGUA. This Agreement is not intended to replace any provisions of, or relieve Developer of the obligation to comply fully with, all policies and procedures of the FGUA. To the extent that any direct conflict arises between the terms of this Agreement and the term of any FGUA resolution or other FGUA policies and procedures, the other FGUA policies and procedures shall control over the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Florida Governmental:  
Utility Authority

ATTEST:

\_\_\_\_\_  
Clerk

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
FGUA ATTORNEY

Signed, sealed and delivered  
in the presence of:

DEVELOPER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ for  
\_\_\_\_\_ on behalf of the Developer. He/she is personally  
known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name typed: \_\_\_\_\_

Notary Public Commission \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Exhibit "A"**

**Provide Legal Description and small scale graphic depiction.**

Exhibit "B"

**FLORIDA GOVERNMENTAL UTILITY AUTHORITY  
DEVELOPER CONVEYANCE CHECKLIST**

| Project Name: |                        | System:  |             |      |
|---------------|------------------------|--|-------------|------|
| Project #     |                        | County   |             |      |
| Date Received | Item Required Yes / No | Item Description   | Reviewed by | Date |
|               |                        | CONVEYANCE AGREEMENT *   |             |      |
|               |                        | WARRANTY DEED *  |             |      |
|               |                        | UTILITY EASEMENT (S) DEDICATED TO FGUA *                           |             |      |
|               |                        | BILL OF SALE – WATER *   |             |      |
|               |                        | BILL OF SALE – WASTEWATER *  |             |      |
|               |                        | BILL OF SALE - RECLAIMED WATER *                                   |             |      |
|               |                        | ATTORNEY'S AFFIDAVIT *   |             |      |
|               |                        | OWNER'S AFFIDAVIT (with legal description attached) *              |             |      |
|               |                        | RELEASES OF LIEN (from all subcontractors and material providers)  |             |      |
|               |                        | OWNER'S WAIVER AND RELEASE *                                       |             |      |
|               |                        | MANUFACTURERS' WARRANTIES (transferred to FGUA)                    |             |      |
|               |                        | CONTRACTOR'S LETTER OF WARRANTY                                    |             |      |
|               |                        | MANDREL, LOW PRESSURE AIR, TVing, LAMPING RESULTS (gravity)        |             |      |
|               |                        | PRESSURE TEST RESULTS (force mains)                                |             |      |
|               |                        | PRESSURE TESTS (WATER MAINS)                                       |             |      |
|               |                        | PRESSURE TESTS (RECLAIMED MAINS)                                   |             |      |
|               |                        | BACTERIOLOGICAL TESTS (WATER MAIN)                                 |             |      |
|               |                        | LIFT STATION START UP REPORT AND O & M MANUAL(S)                   |             |      |
|               |                        | LIFT STATION CALCULATION WITH SHOP DRAWINGS                        |             |      |
|               |                        | 1 COPY OF FINAL PLAT CAD DISK and one hard copy (11X17) *          |             |      |
|               |                        | 2 SETS OF "AS-BUILT" PLANS FULL SIZE & ONE 11X17                   |             |      |
|               |                        | 1 CAD DISK OF "AS-BUILT" PLANS                                     |             |      |
|               |                        | ENGINEERS CERTIFICATION CONSTRUCTION COMPLETION *                  |             |      |
|               |                        | HRS/FDEP REQUEST FOR CERTIFICATION FOR WATER SYSTEM APPLICATION    |             |      |
|               |                        | FDEP CERTIFICATION OF COMPLETION FOR WASTEWATER SYSTEM APPLICATION |             |      |
|               |                        | ASSIGNMENT AND ASSUMPTION AGREEMENT *                              |             |      |
|               |                        |  |             |      |
|               |                        | FDEP/HRS WATER CLEARANCE *   |             |      |
|               |                        | FDEP/HRS WASTEWATER CLEARANCE *                                    |             |      |

|  |  |                                      |  |  |
|--|--|--------------------------------------|--|--|
|  |  | FINAL WALK THROUGH BY FGUA INSPECTOR |  |  |
|  |  | FGUA APPROVAL LETTER PROCESSED *     |  |  |

Those items marked with a YES **are to be submitted in one package and approved prior to FGUA signature of FDEP /HRS certification applications.**

\* Indicates items to be included in the FGUA Board package