

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
City of Eustis Development Services
4 North Grove Street
Eustis, Florida 32726

Tax Parcel Identification Number: 31-18-26-0001-000-00102
Alternate Key Number: 1407591

**APPLICANT'S AGREEMENT
POTABLE WATER, RECLAIM WATER AND WASTEWATER**

This Agreement is made and entered into effective this 23rd day of October, 2025 by and between THE CITY OF EUSTIS, FLORIDA, a Florida Municipal Corporation (hereinafter referred to as "City" or "Utility") and ELAINE TUMLIN, PROPERTY OWNER, and their successors and assigns (hereinafter referred to as "Applicant").

WITNESSETH

WHEREAS, Applicant is the fee simple owner of approximately two acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property is currently vacant with a single-family residence under construction. The Applicant intends to connect the proposed structure to City water. This property requires one (1) equivalent residential dwelling unit "ERUs" requiring central potable water (hereinafter referred to as the Development); and

WHEREAS, Utility is the owner and operator of potable water production and distribution facilities ("Water Facilities"); and

WHEREAS, Applicant has requested connection to said Water Facilities and that the Utility allocate and reserve sufficient capacity in these facilities to serve and sustain the operation of the Development; and

WHEREAS, the Utility has potable water available in close proximity to the property; and

WHEREAS, Utility has determined that it will have sufficient capacity in the Water Facilities to serve and sustain the operation of the Development for forty years after the date of this Utility Agreement; and,

WHEREAS, Utility has agreed to make its potable water service available to the Development by means of connection to and use of the Water Facilities on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing which is incorporated herein and other good and valuable consideration, the receipt of which is acknowledged by the parties, Applicant and Utility agree as follows:

1. **EXCLUSIVE SERVICE TO THE PROPERTY.** Applicant hereby agrees and covenants that the Development shall be served exclusively by Utility's Water Facilities. Applicant further agrees that this Agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make potable water services available to the Development hereafter constructed on the Property for the rates and under the conditions set forth in this Agreement. Utility agrees that such services shall be made available through Utility's existing Water Facilities so long as Utility is not prevented by law or governmental regulation from providing such water service for any reason. Utility represents and warrants that it has sufficient capacity in its Water Facilities to serve the Development. Utility further agrees that the potable water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said

standards or requirements to the extent that such failure shall be occasioned by defect in the construction of any facilities constructed by Applicant; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water services to the written request for such service to Utility. Both parties acknowledge that the Applicant shall be responsible for all off-site or on-site improvements necessary to connect the Development to the City's water lines adjacent to the Property.

2. **PAYMENT BY DEVELOPER OF CITY OF EUSTIS WATER IMPACT FEES.**

A. The Applicant shall be responsible for payment of the Utility's water impact fees for water volumes reserved under this agreement. Utility's water impact fee is \$854.00 per equivalent residential dwelling unit (ERU). Payment of said fee shall be made at time of building permit submittal for a water meter as follows:

1 Single-family dwelling unit X \$854.00= \$854

0 Amenity units X \$854.00 = \$0

TOTAL POTABLE WATER \$854

3. **IMPROVEMENTS.** In order to provide potable water services, certain improvements will need to be constructed.

A. **OFF-SITE IMPROVEMENTS.** Applicant agrees to construct and to transfer ownership and control to the Utility as a contribution-in-aid-of-construction any necessary off-site installations of improvements from Developer's Property to the Utility's existing Water Facilities. Developer shall install all of the offsite installations at its sole expense and in accordance with the plans, specifications and other pertinent documents approved by the Utility and the County, except that in no event shall Applicant be required to oversize lines to the benefit of others' properties without prior agreement for reimbursement on behalf of such other properties.

- B. ON-SITE IMPROVEMENTS.** The Applicant, at its expense and without cost or expense to the City, will design, permit, and construct all on-site improvements associated with water service in accordance with the City's regulations. Nothing herein, however, shall relieve the Applicant of the responsibility of obtaining and complying with any permit or approval necessary from any regional, state, or national governmental authority, as required by law. When the Property is developed, The Applicant shall construct and install therein, at its own cost and expense, any applicable meters and service connections necessary to serve the Development.
4. **RATES AND CHARGES.** The rates to be charged by Utility for water service to the Development hereafter built on the Property shall be those rates and charges made by Utility to its customers which are from time to time approved by the Eustis City Commission or by any other governmental regulatory body from time to time having jurisdiction over such matters. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed , provided that written notification of such delinquency has been made by Utility to such customer; and provided that the failure of an active customer to pay sums due Utility shall not affect Applicant's rights under this Agreement. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's property and rate changes shall be exclusively within the discretion and control of Utility.
5. **WATER METERS.** It is hereby agreed by the parties hereto that water meters shall be installed as Utility shall deem to be necessary to serve the Development. Utility shall have the right to designate the number, type, quality and size of said meters. The cost for said water meters and the labor charges associated with their

installation shall be paid to Utility by Developer prior to installation of each such meter. Said sum shall be due and payable prior to the time of installations of said meters. All water meters so installed shall remain the property of Utility.

6. **MANDATORY ANNEXATION.** Pursuant to the Annexation Agreement adopted by Resolution Number 25-20, the Applicant has petitioned for voluntary annexation of the Property; said agreement binds future property owners to the terms and conditions contained therein.
7. **AGREEMENT BINDING ON SUCCESSORS IN TITLE.** Applicant agrees that this Agreement shall be a covenant binding upon and running with title to the Property, and any successor owner of the Property shall be obligated to adhere to the terms and conditions of this Property. Utility agrees that any successor in title to the Property shall enjoy all the rights, obligations, and privileges provided in this Agreement.
8. **WATER CONSERVATION.** The Applicant agrees to employ water conservation measures in development of the property. To encourage potable water conservation and adherence to all current requirements upon the property, such measures shall include, but not be limited to:
 - a. Installation of low flush toilets which utilize 1.6 gallons or less per flushing cycle.
 - b. Installation of shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 2.5 gallons per minute at 60 psi.
 - c. No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.
 - d. Installation of spring-loaded/automatic shutoff fixtures in all public restrooms, including lavatory fixtures.
9. **SALE TO GOVERNMENTAL ENTITY.** In the event Utility shall hereafter sell the utility facilities, or any part thereof serving the Property, to the State of Florida, Lake County or a duly constituted municipality, or any agency or entity under such

State's, County or municipality's control, supervision or direction, Applicant agrees that with respect to potable water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder pertaining to the provision of potable water service, provided that potable water services to the Development are not diminished or reduced in any way. Notwithstanding the foregoing, Utility shall be required to uphold the terms and conditions related to all land use matters set forth herein.

10. **NOTICES.** Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility:
City Manager
City of Eustis
Post Office Box 68
Eustis, FL 32727-0068

With a copy to:
Sasha Garcia, Esq.
Bowen|Schroth
600 Jennings Ave.
Eustis, FL 32726

Developer, Owner, Applicant:
Elaine M. Tumlin
P.O. Box 350005
Grand Island, Florida 32735

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein. Applicant agrees to notify the Utility upon conveyance of the Property and provide all contact information regarding the new owner and developer.

11. **EFFECTIVE DATE.** This Agreement shall be effective upon adoption of Resolution Number 25-78.
12. **TERM.** The term of this Agreement shall be for a period of ten (10) years from the date hereof, and shall from year to year renew automatically thereafter.
13. **OTHER ESSENTIAL TERMS.**
 - A. Time is hereby made of essence of this Agreement in all shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall run with the land. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lake County, Florida. This Agreement shall be effective upon proper execution by both parties hereto. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original. In the event of a default of this agreement, the remedy of rescission is available to either party in addition to all other remedies provided by law. In the event of a default of this Agreement, the City may terminate water service to the Property or assert any other remedy available to the City under Federal or Florida law. In the event the City Commission determines, in its sole discretion, that the Property is not developed in conformity with the attached site plan and drawing, the City may, in addition to terminating water service, file an action for specific performance to judicially compel compliance with the attached site plan and drawing. The Applicant shall execute this Agreement within 30 days after the date the City executes this Agreement. Should applicant fail to execute this Agreement within 30 days after the City executes this Agreement, this Agreement, at the City's sole discretion and option, may be rescinded and voided in its entirety by the City of Eustis, provided notice of same is given to the Applicant. The payment described in this paragraph must be made by the Applicant to the City within 30 days after the date Applicant receives both final engineering approvals from Lake County, but prior to issuance of the certificate of occupancy, and not to be later than thirty-six months from the date of this

Agreement. Should payment not be made as described above, the City, in its sole discretion and option, may rescind and void the Agreement. The Applicant, its agents, successors, assigns, employees, investors, and heirs hereby completely release the City of Eustis from any and all claims, both known and unknown, which may have accrued prior to the date this Agreement was signed.

- B.** The attached Exhibits A and B are part of this Agreement as though fully set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

“UTILITY” CITY OF EUSTIS, FLORIDA

Willie L. Hawkins, Mayor/Commissioner

This 23rd day of October, 2025.

ATTEST:

Christine Halloran, City Clerk



Approved as to form and legality:

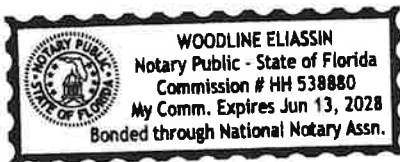
Sasha Garcia, City Attorney

"DEVELOPER"


Elaine Tumlin

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 10th day of October, 2025 by Elaine Tumlin ("Applicant") who is personally known to me _____ or produced Driver licence as identification and by means of ☐ physical presence or ☐ online notarization.




Notary Signature

Print Name: Woodline Eliassin

Notary Public, State of Florida Commission Number:
HH 538880

My Commission Expires: June 13 2028

Exhibit A

Legal Description

SOUTH 1/2 OF NORTH 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4--LESS EAST 33 FEET FOR
APIARY ROAD 5-6745 IN ORB 1292 PG 2212-- ORB 974 PG 820 ORB 1292 PG 2211 ORB 3284 PG
1116 ORB 5657 PG 494

Exhibit B

Location Map

