

Return to:
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

**GUSTAFSON PARK – TENNIS COURT
RESTROOMS - 1755 PEARCE BLVD.**
(Green Cove Springs System)

Parcel No. 38-06-26-016515-008-01
Clay County

Name of Project

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2025 by and between the **CITY OF GREEN COVE SPRINGS, FLORIDA**, a municipal corporation, hereinafter referred to as "**Developer**," and **CLAY COUNTY UTILITY AUTHORITY**, an independent special district established under Chapter 94-491, Laws of Florida, Special Acts of 1994, hereinafter referred to as "**Utility**."

WHEREAS, Developer owns or controls lands located in Clay County, Florida, and described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter "Property");

WHEREAS, Developer desires that the Utility provide central potable water, pumping, treatment, and distribution service; central wastewater collection, treatment, and disposal; and central reclaimed water service for the Property;

WHEREAS, the Utility is willing to provide, in accordance with the provisions of this Agreement, central water, wastewater, and reclaimed water service to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive adequate potable water, wastewater, and reclaimed water service from the Utility; and

WHEREAS, the parties wish to enter into this Agreement setting forth their mutual understandings and undertakings regarding the furnishing of potable water, wastewater, and reclaimed water service by the Utility to the Developer's Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "Consumer Installation" - All facilities ordinarily on the consumer's side of the point of delivery.
 - (b) "Contribution-in-Aid-of-Construction (CIAC)" - The sum of money and/or the value of Property represented by the cost of the wastewater collection system, potable water distribution system, and reclaimed water distribution system constructed or to be constructed which Developer or owner transfers, or agrees to transfer, to Utility, if so designated by the Utility, at no cost to Utility to provide utility service to the Property.
 - (c) "Equivalent Residential Connection (ERC)" - A factor expressed in gallons per day (GPD) which is used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one potable water ERC is (450) GPD, one wastewater ERC is (311) GPD, and one reclaimed water ERC is (275) GPD.

(d) "Point of Delivery" - The point where the pipes or meter of Utility are connected with the pipes of the consumer. Point of delivery for potable water and reclaimed water service shall be at the consumer's side of the meter and for wastewater service at the lot or Property line. Utility shall, according to the terms and conditions hereof, own all pipes and appurtenances to the point of delivery unless otherwise agreed. The pipes and appurtenances inside the point of delivery shall belong to others.

(e) "Service" - The readiness and ability on the part of Utility to furnish and maintain water, wastewater, and reclaimed water service to the point of delivery for each lot or tract pursuant to rules and regulations of applicable regulatory agencies.

3. Assurance of Title - Developer represents and warrants that the Developer is the owner of the Property and has the legal right to grant the exclusive rights of service contained in this Agreement. Upon request, Developer agrees to deliver to Utility evidence of such ownership including any outstanding mortgages, taxes, liens and covenants.

4. Connection Charges - In addition to the contribution of any wastewater collection systems, potable water distribution systems, and reclaimed water systems where applicable, and further to induce Utility to provide potable water, wastewater service, and reclaimed water service, Developer hereby agrees to pay to Utility the following fees and charges, as defined in the Rate Resolution (including Service Availability Policy), upon execution of this Agreement in order to reserve capacity in the System:

(a) Water Capacity Charge:	
(\$465.75 x 1.00 ERC)	\$ 465.75 *
Alternative Water Supply Surcharge:	
(\$399.65 x 1.00 ERC)	\$ 399.65 *
SJWMD Black Creek Water Resource Charge:	
(\$103.66 x 1.00 ERC)	\$ 103.66 *
Wastewater Capacity Charge:	
(\$4,243.50 x 2.00 ERCs)	\$ 8,487.00 *
Reclaimed Water Capacity Charge:	
(\$310.50 x 13.00 ERCs)	\$ 4,036.50 **
(b) Debt Service Charge:	
(\$196.73 x 1.00 ERC)	\$ 196.73 *
(c) Main Extension Charge – Water	\$ N/A
Main Extension Charge – Wastewater	\$ N/A
Main Extension Charge – Reclaimed Water	\$ N/A
(d) Fire Protection Charge	\$ N/A
(e) Meter Installation Charge	\$ 1,700.17 ***
(f) Plan Review Fee	\$ 774.27
(g) Inspection Fee	\$ 500.50
(h) Recording Fee	\$ 145.24
Total	\$ 16,809.47

* - Includes 1.00 ERC for water service and 2.00 ERCs for wastewater service for the tennis court restroom building, based on the fixture unit count, all in accordance with Utility's Rate Resolution.

** - Includes 13.00 ERCs for reclaimed irrigation water service for the property based on 3,473.88 AGPD, all in accordance with Utility's Rate Resolution.

*** - Includes one 1-inch potable water meter for the tennis court restroom building and one 1 1/2-inch reclaimed water meter for landscape irrigation (without meter boxes).

Note: Items (f) and (g) are estimates and are subject to adjustment based on actual costs incurred.

Payment of the above charges does not and will not result in Utility waiving any of its rates or rules and regulations and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Except as specifically stated, Utility shall not be obligated to refund to Developer any portion of the value of the above charges for any reason whatsoever nor shall Utility pay any interest upon the above charges paid.

Except as otherwise stated in this Agreement, neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the charges paid or to any of the potable water, reclaimed water, or wastewater facilities and properties of Utility, and all prohibitions applicable to Developer with respect to no refund of such charges, no interest payment on said charges and otherwise, are applicable to all persons or entities.

Paid capacity or connection charges may not be applied to offset any service bill or other claims of Utility.

5. On-Site Installations - On-site facilities are those located within the Property for which Developer is requesting service. Developer shall convey to Utility, if so designated by Utility, all on-site water and wastewater lines, laterals, mains, lift stations, pump stations and appurtenant facilities (collectively referred to as "Components" or "On-Site System") on the Property with all contractual guarantees relating thereto. Conveyance shall take place within a reasonable time after installation of the On-Site System but prior to Utility's obligation to provide service. Until such time as the On-Site System is conveyed, the same shall be operated and maintained by Developer. In its sole discretion, Utility may decline to accept the On-Site System, may lease the On-Site System from Developer, or agree to such other arrangement as it deems appropriate.

Utility shall have the right and obligation, at the Developer's expense, to construct and/or approve the construction of the on-site installations which shall be owned and maintained by Utility, if so designated by Utility. The Utility shall also have the right to review all plans and specifications, connections to its system and the Developer shall pay a fee equal to the Utility's actual cost to review such plans and specifications. The Utility shall have the right to inspect all phases of construction undertaken by outside contractors for facilities which are to be owned by the Utility, if so designated by Utility. The Developer will reimburse the Utility for its costs for such inspection, including all overhead associated with same. Where on-site temporary pump stations or backflow prevention devices are required, they shall be paid for one hundred percent (100%) by the Developer without any provision for refund. Utility reserves the right to require backflow prevention devices on all potable water service connections.

The On-Site System shall be constructed in compliance with all regulatory requirements and the specifications and requirements of Utility. No construction shall commence until Utility has reviewed and approved Developer's contractor and the plans and specifications for construction of the potable water, wastewater, and reclaimed water systems for the project. The proposed electrical transformer layout of the electric utility providing service must be provided to the Utility prior to commencement of construction.

Developer shall guarantee Utility against defects in material and workmanship for the portion of the On-Site System to be owned by the Utility or County, if so designated by Utility. Developer shall secure from its contractor a written and fully assignable warranty that the system installed will be and remain free from all defects, latent or otherwise, with respect to workmanship, materials and installation in accordance with Utility-approved plans and specifications, for a period of two (2) years from the date of the system acceptance by the Utility, and immediately assign the same and the right to enforce the same to the Utility on or before such date. The Developer shall also provide to the Utility, at Developer's sole expense, such maintenance bond and other form of security acceptable to Utility in such amounts approved by Utility, which by its or their express terms protect and indemnify Utility against any loss, damage, costs, claims, debts or demands by reason of defects, latent or otherwise, in the system to be and remain in effect for two (2) years from the date of the system acceptance by Utility.

In addition to any other promises, guarantees or warranties to be provided by Developer to the Utility hereunder, Developer agrees to protect and indemnify Utility against any loss, damage, costs, claims, debts or demands by reason of defects, latent or otherwise, in the system which could not have been reasonably discovered upon normal engineering inspection, to be and remain in effect for a period of two (2) years from the date of the system's acceptance by Utility.

Developer agrees to transfer to Utility, if so designated by Utility, title to all water distribution and wastewater collection systems installed by Developer or Developer's contractor, which the Utility has agreed shall be owned and maintained by it pursuant to the provisions of this Agreement and shall:

(a) Deliver a Bill of Sale and No Lien Affidavit in a form acceptable to Utility for such potable water distribution, reclaimed water distribution, and wastewater collection systems.

(b) Provide copies of invoices and Release of Liens from contractor for installation of the utility systems as well as for any repairs to the Systems which may have been caused by other subcontractors during construction.

(c) Assign any and all warranties and/or maintenance bonds as set forth herein.

(d) Provide all operations, maintenance and parts manuals, as-built plans complying with Utility's specifications, and other documents required for operation of the utility system.

(e) Convey to Utility, if so designated by Utility, easements and/or rights-of-way covering all areas in which potable water, reclaimed water, and wastewater systems are installed, with adequate legal access to same, by recordable document satisfactory to Utility.

(f) Convey to Utility, if so designated by Utility, by recordable document in form satisfactory to Utility, fee simple title to lift station and pump station sites, along with recordable ingress/egress easement documents.

(g) Provide a copy of the Project Engineer's final certification of completion to the Florida Department of Environmental Protection certifying installation of all potable water and wastewater facilities in accordance with approved plans.

6. Off-Site Installations - Developer shall further construct all transmission mains, pump stations and appurtenant facilities necessary to connect the On-Site System to the nearest appropriate point in Utility's transmission system, as determined by Utility. Utility may require Developer to oversize off-site transmission mains and appurtenant facilities in a manner consistent with Utility's Wastewater System Master Plan. The costs associated with construction of over-sized facilities which provide Utility with excess capacity for the benefit of other properties may be subject to refundable advance treatment pursuant to Utility's Service Availability Policy. The same construction standards, warranty requirements, maintenance bond requirements, transfer of title by Bill of Sale, and indemnification requirements, as provided under paragraph 5 of this Agreement, shall also apply to the Off-Site installations.

7. Agreement to Serve - Upon the completion of construction of the On-Site and Off-Site Facilities by Developer, or an appropriate phase thereof, and compliance with the terms and conditions of this Agreement and Utility's Service Availability Policy, Utility will allow connection or oversee the connection of the wastewater collection facility, potable water distribution facility, and/or reclaimed water facility installed by Developer to the central facilities of Utility in accordance with all rules, regulations and orders of the applicable governmental authorities. Utility agrees that once it provides potable water, reclaimed water, and/or wastewater service to the customers within the Property that it will continuously provide such service, at its cost and expense, but in accordance with the other provisions of this Agreement, the then current Rate Resolution in effect for Utility, and the requirements of the governmental authorities having jurisdiction over the operations of Utility. Utility shall not be liable for any temporary interruptions in service as a result of equipment failure, emergencies or Act of God.

The covenants and agreements of Developer contained in paragraphs 5, 6, and 7, hereof shall survive Utility's acceptance of any On-site and Off-site Facilities and Utility's commencement of service to the Property. Should any such covenant or agreement of Developer in fact be outstanding following either or both of such dates, then, notwithstanding any contrary provision contained herein, Utility may, upon thirty (30) days advance written notice and demand for cure mailed to Developer, temporarily interrupt service to the Property until such outstanding covenant or agreement of Developer is satisfied in full. Utility shall not be liable for any temporary interruptions in service as a result of any action authorized or permitted by this paragraph.

8. Application for Service - Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Utility and approval for such connection has been granted.

9. Easements - Developer hereby grants and gives to Utility, its successors and assigns, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain and operate the potable water, wastewater, and reclaimed water facilities to serve the Property in, under, upon, over and across the present and future streets, roads, alleys, utility easements, reserved utility strips and utility sites. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way, or give to Utility assurance by way of a "non-disturbance agreement", that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Utility. All potable water, reclaimed water, and wastewater collection facilities, save and except installations owned by Developer, or its successors or assigns, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes and there shall be adequate legal access to same.

The use of easements granted by Developer to Utility shall not preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or gas utilities. However, the use of such non-exclusive easements by third parties shall not interfere with Utility's utilization of same. Utility hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the potable water, reclaimed water, and wastewater industry with respect to the installation of all its facilities in any of the easement areas.

10. Utility's Exclusive Right to Utility Facilities - Developer agrees with Utility that all potable water, reclaimed water, and wastewater facilities accepted by Utility in connection with providing potable water, reclaimed water and wastewater services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility, and any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of potable water, reclaimed water, and wastewater services to other persons or entities located within or beyond the limits of the Property.

11. Exclusive Right to Provide Service - Developer shall not engage in the business of providing potable water services or sanitary wastewater services to the Property during the period of time Utility provides potable water and wastewater services to the Property. Utility shall have the sole and exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of such residence, building or unit constructed thereon.

12. Rates - Utility agrees that the rates to be charged to Developer and individual consumers of water and wastewater services shall be those set forth in the then current Rate Resolution most recently adopted by the Board of Supervisors of the Clay County Utility Authority as may be amended from time to time. However, notwithstanding any provision in this Agreement, Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce in a reasonable manner, rates or rate schedules so established.

Notwithstanding any provision in this Agreement, Utility may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering water and wastewater services to the Property. However, all such rules and regulations so established by Utility shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

13. Quality of Wastewater - No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Utility directly by the Developer. The Developer shall be required to install grease traps for all non-residential kitchen facilities and sand traps if floor drains are connected to the Utility's sanitary wastewater transmission system. Such installation shall be in accordance with the requirements of the Utility. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax, paint, chlorides, or salt water or any substances and materials which contain any hazardous, flammable, toxic, and/or industrial constituents, be directly delivered by Developer to the lines, of the Utility, Developer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the system or property of third parties.

In the event Utility determines that the Property to be served poses a threat of introducing chlorides, salt water, or similar constituents into the collection or transmission system at levels determined by the Utility to be harmful to the wastewater system, including, but not limited to, the system's ability to provide effluent meeting reclaimed water standards as an irrigation supply source, the Utility has the right, in its reasonable discretion, to decline or discontinue service to such property or customer and to require such pretreatment or other measures as are necessary to protect the integrity of Utility's system and the ability to serve its members.

14. Binding Effect of Agreement - This Agreement shall be binding upon and shall inure to the benefit of Developer, Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise. Any assignment or transfer by Developer shall be subject to Utility approval which shall not be unreasonably withheld provided the assignee or transferee shall acknowledge in writing that it assumes the duties and responsibilities of Developer as set forth in this Agreement.

15. Notice - Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail, or by electronic mail (email), and if to Developer, shall be mailed or delivered to Developer at:

City of Green Cove Springs
Attn: Steven Kelley
321 Walnut Street
Green Cove Springs, Florida 32043

and if to the Utility at:

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

or such other address as specified in writing by either party to the other.

16. Laws of Florida - This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

17. Costs and Attorney's Fees - In the event the Utility or Developer is required to enforce this Agreement by court proceedings, by instituting suit or otherwise, then venue shall lie in Clay County, Florida, and the prevailing party shall be entitled to recover from the other party all cost incurred, including reasonable attorney's fees.

18. Force Majeure - In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, civil disorder, strike, embargo, natural disaster or catastrophe, unforeseeable failure or breakdown of transmission, treatment or other facilities, governmental rule, act, order, restriction, regulation, statute, ordinance, or order, decree, judgment, restraining order or injunction of any court, said party shall not be liable for such non-performance.

19. Indemnification - Developer agrees to indemnify and hold the Utility harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which it may become subject by reason of or arising out of Developer's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility's potable water, wastewater, and reclaimed water systems. Notwithstanding the foregoing, Developer does not waive its sovereign immunity or the monetary limits pursuant to section 768.28 Florida Statutes.

MISCELLANEOUS PROVISIONS

20. The rights, privileges, obligations and covenants of Developer and Utility shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

21. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and Utility. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

22. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

23. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

24. The submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Utility.

25. Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

26. It is because of inducements offered by Developer to Utility that Utility has agreed to provide potable water, reclaimed water, and wastewater services to Developer's project. Capacity reserved hereunder cannot and shall not be assigned by Developer to Third Parties without the written consent of Utility, except in the case of a bona-fide sale of Developer's Property.

27. Utility shall, as aforesaid, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

28. The parties hereto recognize that prior to the time Utility may actually commence upon a program to carry out the terms and conditions of this Agreement, Utility may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance, and operation of Utility. The Utility agrees that it will diligently and earnestly make the necessary proper applications to all governmental authorities and will pursue the same to the end that it will use its best efforts to obtain such approval. Developer agrees to provide necessary assistance to Utility in obtaining the approvals provided for herein. Upon execution of this Agreement, Utility may require the payment of a reasonable fee to defray Utility's legal, engineering, accounting and administrative and contingent expense.

29. It shall be Developer's responsibility to provide acceptable as-built drawings of the potable water, reclaimed water, and wastewater systems installed by Developer, in accordance with Utility's standard specifications, details and notes, which are to be accepted by Utility for ownership and maintenance, as set forth in paragraph 5(d) herein; and the Utility's charges associated with the review and quality assurance of the CAD as-built survey drawings will be paid directly by Developer's licensed underground utility contractor and shall be provided in accordance with CCUA's "As-built Specifications Standards Manual", which can be obtained from the Utility's website (www.clayutility.org). It shall be Developer's responsibility to properly instruct Developer's contractor to contact Utility for an estimate of such charges and clarification of the required as-built drawing procedures.

30. It shall be Developer's responsibility or Developer's customers' responsibility, utilizing the project's potable water, reclaimed water, and wastewater service within Developer's project, to apply to Utility for service after the installation of the potable water, reclaimed water, and wastewater utilities have been completed and accepted by Utility. Upon completion of the application for potable water, reclaimed water, and wastewater service and payment of the appropriate charges set forth in the Utility's then-current applicable Rate Resolution, including any security deposits required, service will be initiated to customers within Developer's Property.

31. Developer shall not place any conservation easements over any of the easement lands that contain the Utility's water, wastewater, or reclaimed facilities for the project covered by this Agreement.

32. Developer shall grant an easement to Utility covering any portion of the potable water, reclaimed water, and wastewater facilities that Utility agrees to own and maintain, and Developer shall be responsible for providing the legal description for such easement to the Utility.

33. The landscaping for this project (new or existing) shall not include the planting of any trees within seven and one-half feet (7 ft. 6 in.) of any of the water, wastewater, and/or reclaimed water mains to be owned by Utility.

34. Connection to Utility's proposed 8-inch water main and reclaimed main and the construction of the water and reclaimed water infrastructure, including services from the main to the meter locations, shall be installed by the Developers' State of Florida Licensed Underground Utility Contractor and shall meet all of the requirements of Utility prior to Utility's acceptance for ownership and maintenance.

Utility shall own and maintain all facilities upstream of the downstream side of the reclaimed water meter and potable water meter, and all facilities downstream of the downstream side of the reclaimed water meter and potable water meter shall be owned and maintained by the Developer. The water and reclaimed water installations shall be in accordance with the plans prepared by Halff Associates, Inc., Project Number 037756.094, as described in Exhibit "B," or as modified in a manner acceptable to Utility. The Utility shall have access to all of the water meters during normal business hours for meter reading purposes.

35. Developer shall install or have installed a reduced pressure type backflow prevention device, which shall be located immediately downstream of Utility's 1-inch potable water meter for the tennis court restroom building. Such installation shall be in compliance with the requirements of the Florida Department of Health and Rehabilitative Services and Utility. Upon the completion of installation of said device, Developer shall provide to Utility for its permanent records, the **Make, Model, Size, and Serial Number** of said device. Furthermore, this device must be tested and recertified by a certified backflow prevention technician annually or such other period as may be required by Utility. Proof of the annual testing and recertification must be submitted to Utility for its records. This installation and annual recertification shall be the responsibility of the Developer or its successors and assigns.

36. Developer shall connect to the Utility's proposed 6-inch wastewater stub to the Property being installed as part of The Rookery Amenity Center project. All service lateral lines servicing Developer's Property, which are located upstream of the stub, shall be Developer's responsibility for ownership and maintenance.

37. Developer shall install or have installed grit/sand trap interceptors (stainless steel sand screens) for each floor drain in the facilities, in accordance with Utility's requirements for same. Developer shall also be responsible for the continued maintenance and cleaning of said grit/sand interceptors, and such interceptors shall be subject to periodic unannounced inspections by Utility. Developer's maintenance staff shall assist Utility personnel by removing the floor drain grates for this inspection of the grit/sand collectors. Developer shall maintain records of maintenance and cleaning. Those records shall be made available to the Utility upon request.

38. Air conditioning condensation discharge lines and any other piping that may intentionally or unintentionally drain stormwater shall not connect to Utility's wastewater system.

39. The reclaimed water system for irrigation water service for the project shall not be installed near any pool or picnic areas, and all irrigation spray heads shall be positioned to prevent the reclaimed water from spraying on these areas.

40. Developer shall be required to install an on-site irrigation system in full compliance with the Clay County Utility Authority's *Applicable Excerpts from Clay County Utility Authority's Reclaimed Water Policy* (see Exhibit "C" attached hereto) and shall operate and maintain the system in accordance with the rules and regulations of Utility, as well as all governmental agencies having jurisdiction over such reclaimed water system.

41. All elements of the Florida Department of Environmental Protection rules and regulations regarding the use of reclaimed water within the project will be adhered to at all times. This specifically pertains to the Public Notice (posting of signs) provisions of the Florida Department of Environmental Protection rules and regulations, as well as all specific requirements pertaining to the use of reclaimed water in public areas and on roadways.

42. No wells shall be permitted within or upon the Property for any reason.

43. All irrigation contractors employed by Developer to install reclaimed water irrigation systems within the Property shall be registered with Utility. The criteria for registration are included in Utility's Cross-Connection Control Policy. Once registered, such irrigation contractor shall comply completely with Utility's Cross-Connection Control Policy and Reuse Policy. Cross-connection control inspections will not be conducted for irrigation contractors that are not registered with Utility.

44. Developer and the Utility agree that the water, wastewater, and reclaimed water services to serve this project, Gustafson Park, are contingent upon the installation and final acceptance by Utility of the Rookery Amenity Center, Phase 1, The Rookery Subdivision, Phases 2A & 2B, and The Rookery Offsite Infrastructure.

45. This Agreement is specifically for the *Gustafson Park – Tennis Court Restrooms*, as shown on the design plans prepared by Halff Associates, Inc., Project Number 037756.094, as described in Exhibit “B,” titled *Gustafson Park*, dated May 6, 2024. It does not include any other developments (future additions, phases) planned for this Property. A separate agreement will be prepared for any additional requirements for future development on the Property when such development is initiated.

46. The construction of this project will not commence until receipt of all permits and easements, if necessary, and this Agreement is executed, and the charges stated herein are paid.

47. This Agreement will need to be executed by Developer and the charges paid (shown on page 2 of Agreement) prior to October 1, 2024, and the construction of the utilities shall commence prior to October 1, 2025, or this Agreement will be subject to any Service Availability charge increases currently approved, which may be applicable or which may be approved by Utility's Board of Supervisors for the next fiscal year beginning October 1, 2025; and this Agreement is subject to any material cost increases which Utility may experience after October 1, 2025.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, Developer and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

DEVELOPER:

CITY OF GREEN COVE SPRINGS,
a municipal corporation of the State of Florida.

Witness: _____

Print Name: _____

By: _____

Steven Kelley, Mayor

Witness: _____

Print Name: _____

Attest:

Erin West, City Clerk

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2025 by **STEVEN KELLEY**, as **MAYOR** of **CITY OF GREEN COVE SPRINGS, FLORIDA**, a municipal corporation of the State of Florida, who is personally known to me or who has produced _____, as identification.

Print Name: _____

Notary Public, State of _____ at Large

My Commission Expires:

WITNESSES:

UTILITY:

CLAY COUNTY UTILITY AUTHORITY,
an Independent Special District of the State of Florida

Witness: _____
Print Name: _____

By: _____
Jeremy D. Johnston, P.E., M.B.A.
Executive Director

(Corporate Seal)

Witness: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2025, by **JEREMY D. JOHNSTON**, as **EXECUTIVE DIRECTOR** of the **CLAY COUNTY UTILITY AUTHORITY**, an Independent Special District of the State of Florida, who is personally known to me.

Print Name: _____
Notary Public
State of Florida at Large
My Commission Expires:

**GUSTAFSON PARK
TENNIS COURT RESTROOMS
1755 PEARCE BOULEVARD**

Parcel No. 38-06-26-016515-008-01
Clay County, Florida

EXHIBIT "A"

PARCEL "B"

A PARCEL OF LAND SITUATED IN A PORTION OF THE CLINCH ESTATE, AS PER PLAT THERE OF RECORDED IN PLAT BOOK 1 ON PAGES 31 THRU 34 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; LYING IN THE CLARKE'S MILL GRANT; SECTION 38, TOWNSHIP 6 SOUTH, RANGE 26 EAST OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN IRON ROD AT THE INTERSECTION OF THE SOUTH LINE OF PALMER AND FERRIS TRACT (BEING THE CURRENT SOUTH LIMITS OF THE CITY OF GREEN COVE SPRINGS) AS RECORDED IN PLAT BOOK 2 ON PAGE I OF SAID PUBLIC RECORDS WITH THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 15-A AS LOCATED AND DETERMINED FROM THE EASTERLY RIGHT OF WAY LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1545 ON PAGE 510 AND 513 OF SAID PUBLIC RECORDS; THENCE RUN S 65 DEG 25 MIN 34 SEC W, ALONG SAID SOUTH LINE, 2063.54 FEET TO AN IRON ROD; THENCE CONTINUE S 65 DEG 25 MIN 34 SEC W, ALONG SAID SOUTH LINE, 80 FEET MORE OR LESS TO THE WATER'S EDGE OF GOVERNOR'S CREEK; THENCE RUN SOUTHEASTERLY ALONG SAID WATER'S EDGE, 311 FEET MORE OR LESS TO A POINT LYING 300.0 FEET, AS MEASURED PERPENDICULAR, FROM THE SOUTH LINE OF SAID PALMER AND FERRIS TRACT; THENCE LEAVE SAID WATER'S EDGE AND RUN N 65 DEG 25 MIN 34 SEC E, PARALLEL TO SAID SOUTH LINE, 98 FEET MORE OR LESS TO AN IRON ROD; THENCE CONTINUE N 65 DEG 25 MIN 34 SEC E, 739.10 FEET TO AN IRON ROD; THENCE CONTINUE N 65 DEG 25 MIN 34 SEC E, PARALLEL TO SAID SOUTH LINE, 1339.0 FEET TO AN IRON ROD ON SAID WESTERLY RIGHT OF WAY LINE; THENCE RUN NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE WITH A CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 1874.86 FEET, AN ARC LENGTH OF 311.25 FEET AND A CHORD BEARING AND DISTANCE OF N 09 DEG 21 MIN 18 SEC W, 310.89 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

DESCRIPTION OF APPROVED CONSTRUCTION PLANS (Less and except plans to be replaced due to minor changes required)

Project: Gustafson Park

Engineer: Cody B. Smith, P.E.
Halff Associates, Inc.
9995 Gate Parkway N., Suite 200
Jacksonville, Florida 32246

Job Number: 037756.094

Date: May 6, 2024

Engineer Drawing Number	Description	Latest Engineer Approved Plan Date
C-000	Cover Sheet	06/24/2024
C-002- C-003	General Notes	06/24/2024
C-004	Existing Conditions & Demolition Plan	06/24/2024
C-100	Overall Site Plan	06/24/2024
C-101	Site Plan	06/24/2024
C-103	Site Standard Details	06/24/2024
C-200 – C-201	Grading & Drainage Plan	06/24/2024
C-300	Utility Plan	06/24/2024
C-301	Water & Sewer General Notes	06/24/2024
C-302	Water and Sewer Standard Details	06/24/2024
LS-200 – LS202	Landscape Plans, Notes, and Specifications	06/24/2024

EXHIBIT "C"
REUSE POLICY

Page 1 of 2

Effective Date - Thirty (30) days after Board's approval of the policy, for all developments that have not met the filing requirements of the County's Zoning Department, which requires each new development to be reviewed by the Development Review Committee (DRC), or for those developments not requiring DRC approval, which have been quoted charges to connect to the Clay County Utility Authority's (CCUA) water and/or wastewater systems within twelve months prior to the effective date of the reuse policy. A filing for a DRC meeting, which is incomplete as of the effective date of this policy, shall not be considered as filed timely for the prior policy to apply.

If the developer has not commenced substantial construction on his project, which was filed with DRC prior to the effective date of this policy, within fifteen months after the effective date of the policy, then said development shall come under the provisions of this policy.

Applicability - This policy will be applicable to all developments that file for a Development Review Committee review after the effective date of this policy. This shall include:

A. Developments occurring under Development of Regional Impact (DRI) agreements which may not be technically required to install residential reuse, but who choose to do so in settlement of minor and/or major modifications to the structure and composition of developments within the DRI. These shall be regulated and charged under this proposed policy and effective date criteria the same as all other developments.

B. Exceptions to the applicability of this policy and/or effective date are as follows:

1. Developments occurring under DRI agreements or Florida Quality Development (FQD) agreements, which are not required by said agreement to install residential reuse and who do not volunteer to provide residential reuse piping systems.
2. Developments which, as of the date of enactment of this policy, own and maintain their own reuse pumping plant and purchase bulk service from the CCUA.
3. Developments which have prepaid connection fees prior to January 1, 1998, at a prior approved rate and still have an inventory of prepaid connections, shall be exempt until such prepaid connections are used up.
4. Developments and/or communities that own, operate and maintain their own reuse infrastructure as of January 1, 1998.

Developments Required to Install Wastewater Effluent Reuse Piping Systems and Take Reuse Water When it is Available - All developments occurring after the effective date of this policy will be reviewed by the CCUA staff for feasibility of the installation of a reuse piping system for irrigation purposes. These shall include commercial, public facilities, industrial, as well as residential developments.

Summary of Criteria to be Utilized by Staff to Evaluate and Determine if Reuse Piping Systems will be Required -

(1) Financial feasibility of extending a trunk main to an area at that time, or some planned future date, to provide reuse water to the proposed reuse system. This item shall consider the size of the development, distance to nearest master planned reuse trunk main or planned reuse plant, remaining developable property in the area, complexity of existing development of area which trunk mains must pass through, natural geographical barriers (or obstacles), environmental damage, etc.

EXHIBIT "C"
REUSE POLICY

Page 2 of 2

- (2) Remaining developable land in the area (new area with very little existing development and much growth potential will be considered more feasible than an already built-out area).
- (3) Availability of adequate reuse water within a reasonable time to service the reuse system.
- (4) CCUA's budgetary restraints.
- (5) Length of time before a reuse plant or pump station is expected to be built in the area.

Surcharge for Developments not required to Install Reuse Piping Systems - Due to the built-out condition of certain geographical areas and the other evaluation of feasibility considerations noted above, it will not be practical to require all areas to install reuse piping systems. All developments that are not required to install the reuse system shall pay a surcharge per ERC as its share of the burden of the reuse system installations at a rate set forth in the "proposed charges for service availability".

Requirement for Installation of an Automatic Sprinkler System - All developments where reuse piping systems are required shall install or require the installation of an automatic sprinkler irrigation system acceptable to CCUA for the development of each separate parcel (lot) within the development. Such on-site systems shall utilize color-coded pipe for reuse water, functional rain sensors, and automatic controllers and timers.

Approval of Sprinkler Irrigation Contractors - It is deemed by CCUA to be important that sprinkler irrigation contractors, who connect to the reuse system, be thoroughly educated with regard to reuse systems in an effort to eliminate any potential cross connection with the potable water system. In this regard, all irrigation contractors installing irrigation systems in conjunction with this reuse program must prequalify with CCUA by providing their credentials and passing a qualification interview with CCUA's staff for the purpose of demonstrating knowledge of the key issues regarding use of reuse water. A current certificate of insurance, acceptable to CCUA, naming the CCUA as an additional insured shall be on file at all times with the CCUA.

Requirement for Payment of Reuse Base Facility Charge - All customer classes that have reuse piping systems available shall be required to pay the Base Facility Charge for reuse water whether they use the reuse water or not.

Requirement for Reuse Meter - All customer classes that have reuse piping systems available shall pay for the installation of a reuse meter at the same time the domestic meter is requested.

Wells - All developments where reuse piping systems are installed shall prohibit the installation of wells for irrigation purposes.

Responsibility for Design and Installation of Reuse Piping Systems - Where reuse piping systems are required, the design engineer for the project shall design, at Developer's expense, the reuse piping system for the development and any reasonable trunk mains necessary to connect to the nearest source of reuse water, and developer shall install said system at its expense. The CCUA's existing policy regarding cost sharing for oversized mains, refundable agreements, plan review and approval, and adherence to CCUA's specifications and details, shall apply to these reuse piping systems, the same as the potable water distribution systems and wastewater collection systems.