

Prepared by or at the direction of  
and return to:  
Anthony Cotter, General Counsel  
Toho Water Authority  
951 Martin Luther King Blvd.  
Kissimmee, Florida 34741

Property Appraiser's Parcel  
Identification No: (INSERT PROPERTY ID#)  
[insert Project number]

### **PROPERTY OWNER UTILITY LINE EXTENSION AGREEMENT**

**This Utility Line Extension Agreement** (“Agreement”) is entered into on the last signature date below (the “Effective Date”) by (PROPERTY OWNER NAME), (“Owner”) whose mailing address is (INSERT PROPERTY OWNER ADDRESS), and the **Tohopekaliga Water Authority**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (“Toho”). For purposes of this Agreement, the Owner and Toho may be individually identified as a “Party” or collectively referred to as the “Parties.”

*Whereas*, Toho is the provider of water, wastewater, reclaimed water, and irrigation services, as applicable, throughout its service area.

*Whereas*, Owner has legal title to the real property, as more specifically defined herein, which is located within the Toho service area (the “Property”).

*Whereas*, Toho has received a request from Owner for the provision of water, wastewater, and/or reclaimed water service be provided to the Property.

*Whereas*, Toho has adopted a utility line extension policy and has created a uniform method of determining the contribution in aid of construction (“CIAC”) fee to be paid by property owners within Toho’s service area to defray, or partially defray, the costs of Toho providing on-site and/or off-site water, reclaimed water, and/or wastewater services.

*Whereas*, Toho has adopted a policy and created a uniform method of determining system development charges (“SDC”) to be paid by property owners, within the Toho service area, to pay the costs of funding improvements and additions related to the extension and expansion of Toho’s water, wastewater, and reclaimed water system resulting from new development.

*Whereas*, Toho’s SDC’s do not include costs for providing localized services within developments and are therefore not impacted and remain due and payable independent of the imposition of CIAC fees as provided by this agreement.

*Whereas*, Toho has met with Owner and has determined that when certain criteria are met, and subject to the terms and conditions of this Agreement, Toho will extend water, wastewater, and/or reclaimed water lines to a point of connection at Owner's Property boundary (the "Project").

*Now, therefore*, in consideration of the premises hereof and the mutual covenants, terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** All of the recitals above are true and correct, and are incorporated in this Agreement as if fully set forth below.
2. **Description of the Project.** An outline of the overall project, including information concerning the services requested by Owner and information concerning Owner's property, is attached hereto as **Exhibit A.**
3. **Responsibilities of the Owner.** Owner will:
  - a. Pay the fees set forth in **Exhibit B.**
  - b. Establish a service account with Toho within ten days following completion of the Project and receipt of clearance for service from Toho.
  - c. Require each holder of a mortgage on the Property to complete a joinder and consent to this Agreement.
4. **Responsibilities of Toho.** Toho will:
  - a. Perform or cause to be performed all work necessary to construct the Project, including, but not limited to, design, specifications, permitting, construction, and securing easements if necessary pursuant to Section 8 below.
  - b. Record this Agreement in the public records of [REDACTED] County.
  - c. Record a Notice of Completion and Termination of Agreement in the public records of [REDACTED] County upon (i) completion of the Project, and (ii) payment in full by Owner of the fees in **Exhibit B.**
5. **Payment.**
  - a. **New construction.** Owner will pay the Project fee total, as set forth in **Exhibit B** within 90 days after receiving notification from Toho that water, wastewater, and/or reclaimed water service is available to be provided by Toho to the Property.
  - b. **Owners of Property utilizing a potable well and/or septic tank.**
    - (i) Owner may pay the Project fee total, as set forth in Section 6, in monthly installments over a period of twenty years along with interest set at the five (5) year moving average of the thirty (30) year municipal bond index rate or such other rate as determined and approved by the Toho Board of Supervisors. The monthly charge will be included on Owner's monthly water bill.
    - (ii) Owner may elect to pay the entire cost of the Project, with interest accrued, in full, at any time.

- (iii) Unpaid Project costs will become a lien on the Property on parity with taxes and municipal assessments until paid.
- c. Upon sale, conveyance or transfer of the Property any Project costs unpaid, with interest accrued, at the time of closing, sale, conveyance or transfer shall be paid to Toho prior to or at the closing of the sale, transfer, or conveyance of the Property.
6. **Easements**. If the extension of some or all of the utility lines for the Project requires Toho to obtain easements from third-parties, Toho will use reasonable effort to obtain necessary easements. However, nothing in this Agreement requires Toho to purchase the easements or use condemnation powers to acquire the easements. Notwithstanding the term of the Agreement set forth in Section 9 below, this Agreement will terminate if such required easements are not obtained within one year of the Effective Date.
7. **Condition Precedent; Term and Termination**. This Agreement is expressly conditioned upon Toho determining, in its sole discretion, that the Project meets Toho's policies, standards and financial feasibility requirements and criteria set forth in **Exhibit A**, a copy of which is attached and incorporated by reference. If such determination is not made by Toho on or before 60 days after the Effective Date of this Agreement, this Agreement shall automatically terminate. If Toho determines that the Project meets such requirements, this Agreement shall continue in full force and effect until (i) the Project is completed, and (ii) Owner has paid in full, whichever comes later.
8. **Contact Information**. The Parties contact information for purposes of this Agreement is as follows:

<p><b>Property Owner:</b>  <b>(insert Property Owner name and address)</b>          Telephone: <b>(insert phone number)</b>          E-mail: <b>(insert email)</b></p>	<p><b>Toho:</b>          Amy Campbell, CIAC Project Manager          951 Martin Luther King Blvd.          Kissimmee, FL 34741-4929          ciacbuilder@tohowater.com          407-483-3854</p>
--	--

9. **Covenants Running with the Land**. This Agreement shall be binding upon, and shall inure to the benefit and burdens of, the successors and assigns of the Parties and shall be a covenant running with the Property.
10. **Applicable Law and Jury Waiver**. This Agreement shall be construed and interpreted according to the laws of the State of Florida. Venue for a proceeding in connection with this Agreement shall be the Ninth Judicial Circuit of Florida, in Osceola County, Florida. Each Party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

11. **Amendments/Modifications**. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by the Parties. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the Parties may agree therein.
12. **Severability**. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.
13. **Representations**. Each Party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither Party has relied on any representations or statements made by the other Party hereto which are not specifically set forth in this Agreement.
14. **Entire Agreement**. This Agreement, and any documents incorporated herein, set forth and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Agreement.

**[Signatures on Following Pages]**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

**Tohopekaliga Water Authority**

By: \_\_\_\_\_  
Todd Swingle, PE, Executive Director

Date: \_\_\_\_\_

**Attest:** \_\_\_\_\_  
Anthony J. Cotter, General Counsel

**Witnesses**

Witness #1: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Witness #2: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Property Owner**

By: \_\_\_\_\_  
**(INSERT PROPERTY OWNER NAME)**

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by **(INSERT PROPERTY OWNER NAME)**, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Witnesses**

Witness #1: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Witness #2: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Property Owner**

By: \_\_\_\_\_  
**(INSERT PROPERTY OWNER NAME)**

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by **(INSERT PROPERTY OWNER NAME)**, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Exhibit A  
The Project**

Owner is the fee simple owner of the following parcel of real property located at **(INSERT PROPERTY ADDRESS)**, in **(INSERT COUNTY)** County (the “Property”), more particularly described as:

**(INSERT LEGAL DESCRIPTION OF THE PROPERTY).**

The Project consists of the following:

YES	NO	PROJECT DETAILS
		Water service requested
		Wastewater service requested
		Reclaimed water requested
		Property has existing potable well and/or septic system
		Interim installation of a small diameter force main and on-site pump station
		Interim installation of an on-site pump station
		Lot frontage greater than 100 feet

**Add special project conditions.**

**Exhibit B  
Fees**

<b>Fee</b>	<b>Amount</b>
Water CIAC	
Wastewater CIAC	
Reclaimed Water CIAC	
CIAC Administration Fee	
Water SDC	
Wastewater SDC	
Wastewater Connection Fee	
Account Initiation Fee	
Recording Fee	\$28.50
Irrigation meter/backflow preventer	
Potable meter/backflow preventer	
Reuse meter	
Other?	
<b>Total</b>	