

1. The DEVELOPER shall provide TWA architectural floor and plumbing plans of the interior spaces within the buildings proposed at (Project name) , hereinafter referred to as "Project", for system development charge and hazardous waste assessments prior to water and sewer service initiation.
2. The DEVELOPER shall coordinate locations for all water, sewer and reuse services and mains with other utility companies (i.e., gas, power, telephone, cable) and the home builder(s) to avoid conflicts or damage to the services and mains. The following conditions apply:
 - a. Transformer junction boxes shall not be allowed over water, sewer or reuse services or mains.
 - b. Water, sewer and reuse services shall not be located under house driveways.
 - c. During the development of any and all lots of the subdivision and the multifamily section The Developer shall be responsible for the repair or correction of any conflicts between water, sewer and reuse mains/services and other utilities/driveways at The Developer's expense until all buildings are constructed.
3. Tree plantings shall maintain a minimum of five feet horizontal separation from water, sewer and reuse mains and services. Tree plantings that do not meet this minimum distance shall be relocated at the DEVELOPER's expense.
4. The DEVELOPER shall timely pay to TWA system development charges in accordance with the System Development Charge Resolution adopted in Resolution No. 2010-021.
5. All existing water, reuse and force mains along (street name) impacted by (Project name) proposed (street name) roadway improvements shall be relocated at the expense of The DEVELOPER to the satisfaction of TWA.
6. All lots within the (Project name) with an irrigation system shall require the purchase of an irrigation meter from TWA. The DEVELOPER shall be responsible for communicating this requirement to the home builder(s).
7. TWA's water, sewer and reuse operation and maintenance responsibility shall be limited to the potable and irrigation meters only. The remainder of the system shall be privately maintained by the DEVELOPER.
8. The DEVELOPER shall provide TWA site access and utility easements around the potable and irrigation meters for operation and maintenance.
9. TWA's policy on metering water service for new developments requires the DEVELOPER to provide separate water meters to each individual residential unit. However, TWA shall permit the Property to use one domestic water meter per building subject the Property's use is defined as a short-term rental community. In the event the Property's use is converted into something other than a short-term rental community the DEVELOPER agrees to individually meter each unit for potable water service at the DEVELOPER's expense and as per current TWA standards and policies.
10. If the Project will introduce grease, oil, sand and/or mud the proper pretreatment structure (i.e., grease trap/interceptor, oil interceptor, sand/mud trap) shall be provided by the DEVELOPER sized in accordance to TWA's standards and specifications. If the pretreatment structure initially constructed proves to be of insufficient capacity as determined by TWA, it will be required for the DEVELOPER to increase the capacity of the pretreatment structure until an acceptable effective level of service is provided.
11. This agreement shall pertain to the design, construction, inspection, fees, charges, etc. related to water service. Wastewater service shall be provided by a septic system.

12. The Developer shall pay a pro rata share fee in the amount of (dollar amount) for Sewer Hydraulic Shares, (dollar amount) for Water Hydraulic Shares and (dollar amount) for Reuse Hydraulic Shares, in addition to the system development charges and connection fees required by TWA ordinance. This fee represents the Developer's share in the construction cost for the extension of the existing sanitary sewer mains, water mains and reuse mains.
13. The existing well is to be abandoned per the Florida Department of Environmental Protection (FDEP) and South Florida Water Management District (SFWMD) specifications.
14. If a reuse main is installed and placed into service in an easement adjacent to the (ADJACENT STREET NAME(S)) right-of-way or within the (ADJACENT STREET NAME(S)) right-of-way, the Project shall be required to connect to the reuse system for irrigation service within ninety days at the DEVELOPER's expense.
15. If a sanitary sewer main is installed and placed into service in an easement adjacent to the (ADJACENT STREET NAME(S)) right-of-way or within the (ADJACENT STREET NAME(S)) right-of-way, the Project shall be required to connect within ninety days and decommission the on-site septic system at the DEVELOPER's expense.
16. The DEVELOPER is responsible for maintaining and repairing all water, wastewater and non-potable water facilities located on the Property, it is understood and agreed that TWA has a permanent non-exclusive license to enter the Property and make any repairs or perform any maintenance, deemed necessary by TWA to protect public health. TWA may utilize such license and make such repairs or perform such maintenance if the DEVELOPER fails to perform such repairs or maintenance within twenty-four (24) hours of notice from TWA to the DEVELOPER that such repair and/or maintenance is necessary, provided that in TWA's sole determination such repairs are not required on an emergency basis. If emergency repairs are required in the sole judgment of TWA, then TWA may make the needed repairs immediately without notice to the DEVELOPER. The DEVELOPER hereby agrees to reimburse TWA for all of TWA's costs and expenses in making such repairs and/or maintenance within thirty (30) days of invoice from TWA. The DEVELOPER further agrees that it will fully indemnify and reimburse TWA for any and all liability or costs that TWA may incur as result of making such repairs and/or maintenance discussed in this paragraph.
17. The design, construction, use and maintenance of any privately-owned and maintained wastewater lift station connected to TWA public wastewater facilities shall be contingent upon and subject to compliance with policy direction and regulations adopted by TWA concerning privately owned lift stations (including the inspection, maintenance, equipment, fees, charges, and documented access requirements, and other provisions of Resolution No. 2011- 005, concerning private lift stations, as same may be amended).
18. As a condition of Service, (1) DEVELOPER covenants to abide by all resolutions and TWA regulation implementing TWA's sub-metering policies, including but not limited to, associated directives and recommendations contained in Florida Building Code, and the Utility Sub-metering Standards and Requirements of the American Water Works Association, or their successors in function, all as amended from time to time, (2) DEVELOPER as the owner of the Property shall timely execute the standard TWA Sub-metering Agreement without qualification, and (3) DEVELOPER, without reimbursement, shall be solely responsible for any and all costs associated with the installation, operation, use and maintenance of all sub-meters installed in the individual units and all facilities associated with sub-metering serving or located on the Property.