UTILITY SERVICE AGREEMENT

THIS UTILITY SERVICE AGREEMENT made and entered into this _____ day of _____, 2019, by and between CERTUS STU OWNER LLC, a Florida limited liability company, its successors and assigns, hereinafter referred to as "***Developer***" and City of Stuart, a municipal corporation of the State of Florida, hereinafter referred to as "***City***".

WHEREAS, ***Developer*** owns certain lands located in Martin County, Florida described on Exhibit "A" attached hereto and thereby made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property", and

WHEREAS, ***Developer*** intends to develop the "Property" by erecting thereon improvements which will require water and sewer service; and

WHEREAS, ***City*** is willing to provide, in accordance with the provisions and stipulations hereinafter set out, water and sewer service and to operate such facilities that the "Property" will receive adequate water and sewer service; and

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

1. The following definitions and references are given for the purpose of interpreting the terms as used in the Agreement and apply unless the context indicates a different meaning:

   (a) "Service" means ***City*** water and sewer service to the "Property."

   (b) "Point of Delivery" means the point where the pipes of ***City*** are connected with the pipes which are owned, operated and maintained by ***Developer***.

2. To induce the ***City*** to provide Service to the "Property" and to the consumers located on the "Property", ***Developer*** hereby covenants and agrees to share in the cost of an off-site sewage

lift station and the off-site gravity sewer main as identified in the EDC design drawings dated May 17, 2018.

3. In order to induce ***City*** to provide and maintain adequate and sufficient central water and sewer facilities, ***Developer*** hereby agrees to pay to ***City***, in accordance with the terms and conditions set forth below the sums of money set forth herein.

4. The ***City*** has advised ***Developer*** will be obligated to connect to the gravity sewer main as identified in the EDC design drawings dated May 17, 2018 as identified on Exhibit "B" attached hereto and hereby made a part hereof.

5. The ***City*** has advised ***Developer*** will be obligated to pay the shared cost of the off-site sewage lift station and off-site gravity sewer main in the amount of $176,510,79 as identified on Exhibit "C" attached hereto and thereby made a part hereof.

6. For Phase I the ***City*** has advised ***Developer*** will be obligated to pay ***City*** connection fees for connection to the system as an "availability fee" to defray capital facilities costs in the amount of $120,116.00 based on a calculated 29.84 Equivalent Residential Connections (ERC's), which is comprised of water availability fees of $57,690.72 and sewer availability fees of $62,425.28. ***Developer*** will also deliver water and sewer deposits to the ***City*** in the amount of $2,380.00. Payment must be made prior to the final certificate of occupancy for Phase I.

7. For Phase II the ***City*** has advised ***Developer*** will be obligated to pay additional ***City*** connection fees for connection to the system as an "availability fee" to defray capital facilities costs in an amount to be determined and paid prior to the final certificate of occupancy for Phase II.

8. ***Developer*** under City of Stuart Ordinance No. 1315-93, will be obligated to pay ***City*** monthly water service and associated fees as required in City of Stuart Resolution 118-94, as the same may be amended from time to time.

9. Said water and sewer service fees to be based on the current rates as applied to the actual volume of domestic water used for domestic use from the ***City*** water system as measured by a water meter installed by the ***Developer*** at the point of connection.

10. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the ***Developer***, ***City*** covenants and agrees that it will allow the connection of the water distribution facilities installed by ***Developer*** to the central water facilities of ***City*** in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and Rehabilitative Services. ***City*** agrees that once it provides water service to the "Property" and ***Developer*** or others have connected consumer installations to system, that thereafter, ***City*** will continuously provide, in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, water service to the "Property" in a manner which conforms with all requirements of the Department of Health and Rehabilitative Services and other governmental agencies having jurisdiction over the water supply operation of ***City***.

11. Notwithstanding any provision in this Agreement, ***City*** may establish, revise, modify and enforce rules, regulations and rates covering the provision of water services to the "Property" so long as such modifications or revisions apply to all water service customers. Such rules, regulations and rates are subject to the approval of the ***City***. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or contract. Rates charged to ***Developer,*** or consumers located upon the "Property"

shall be identical to rates charged for the same classification of service in the particular service area. All rules, regulations and rates in effect, or placed in effect in accordance with the preceding, shall be binding upon ***Developer***, upon any other entity holding by, through or under ***Developer;*** and upon any consumer of the water service provided to the "Property" by ***City***.

12. ***Developer,*** or any owner of any parcel of the "Property," or any occupancy of any residence or building located thereon, shall not have the right to and shall not connect any consumer installation to the water facilities of ***City*** until approval for such connection has been granted by the ***City***. The parties hereto further agree that the expense of constructing all consumer installation and all costs of operating and maintaining any consumer installation shall be that of ***Developer***, or other than ***City***.

13. This Agreement shall be binding upon and shall inure to the benefit of ***Developer, City*** and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by ***Developer,*** without the written consent of ***City*** first having been obtained. ***City*** agrees not to unreasonably withhold such consent. The capacity reserved herein may only be applied to the "Property" described in Exhibit "A", and no portion of the capacity can be transferred to any other "Property."

14. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by mail or hand delivery to ***Developer,*** 1400 Poinsettia Avenue, Orlando, Florida 32804 and to ***City***, City of Stuart, Public Works Department, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

15. The rights, privileges, obligations and covenants of ***Developer*** and ***City*** shall survive the completion of the work of ***Developer*** with respect to completing the water and sewer facilities and services to any phased area and to the "Property" as a whole.

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

17. In the event of litigation between the parties regarding any provision of the Agreement, each side shall pay its own attorney fees and court costs regardless of the outcome of the litigation.

FOR THE CITY OF STUART, FLORIDA

_____

Mayor, Kelli Glass Leighton

ATTEST:

_____

City Clerk Mary Kindel

APPROVED AS TO FORM AND CORRECTNESS

_____

City Attorney Michael Mortell

CERTUS STU OWNER LLC

BY _____

Tracy M. Cox
Authorized Signatory

_____

Witness Metta Grier

_____

Andrea R. Diggs
Witness

EXHIBIT A

Legal Description of the Property

A PARCEL OF LAND BEING A PORTION OF LOTS 5, 6, 11 AND 12 OF STUART FARMS SUBDIVISION OF LOT 5, MILES OR HANSON GRANT, AS RECORDED IN PLAT BOOK 1, PAGE 63, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE FORMER EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76 (KANNER HIGHWAY, FORMERLY A 100 FOOT RIGHT-OF-WAY), (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); AND THE NORTHERLY RIGHT-OF-WAY LINE OF INDIAN STREET (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 65 DEG 58' 17" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.07 FEET TO A POINT ON THE NEWLY ESTABLISHED EASTERLY RIGHT-OF-WAY OF SAID STATE ROAD 76; THENCE PROCEED NORTH 21 DEG 00' 49" WEST, ALONG THE NOW ESTABLISHED EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76, A DISTANCE OF 1,060.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY PERPENDICULAR THERETO, NORTH 68 DEG 59' 11" EAST A DISTANCE OF 600.03 FEET TO A POINT; THENCE NORTH 21 DEG 00' 43" WEST, A DISTANCE OF 767.25 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF LOT 6 OF STUART FARMS SUBDIVISION OF LOT 5 DESCRIBED ABOVE AND A LINE PARALLEL WITH AND 650.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLE TO SAID FORMER EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 6 AND LOT 5 OF STUART FARMS SUBDIVISION OF LOT 5 DESCRIBED ABOVE A DISTANCE OF 602.02 FEET (DEED; 601.02 FEET CALCULATED), TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76; THENCE SOUTH 21 DEG 00' 49" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76 A DISTANCE OF 733.20 FEET TO THE POINT OF BEGINNING.

EXHIBIT B 1 of 2

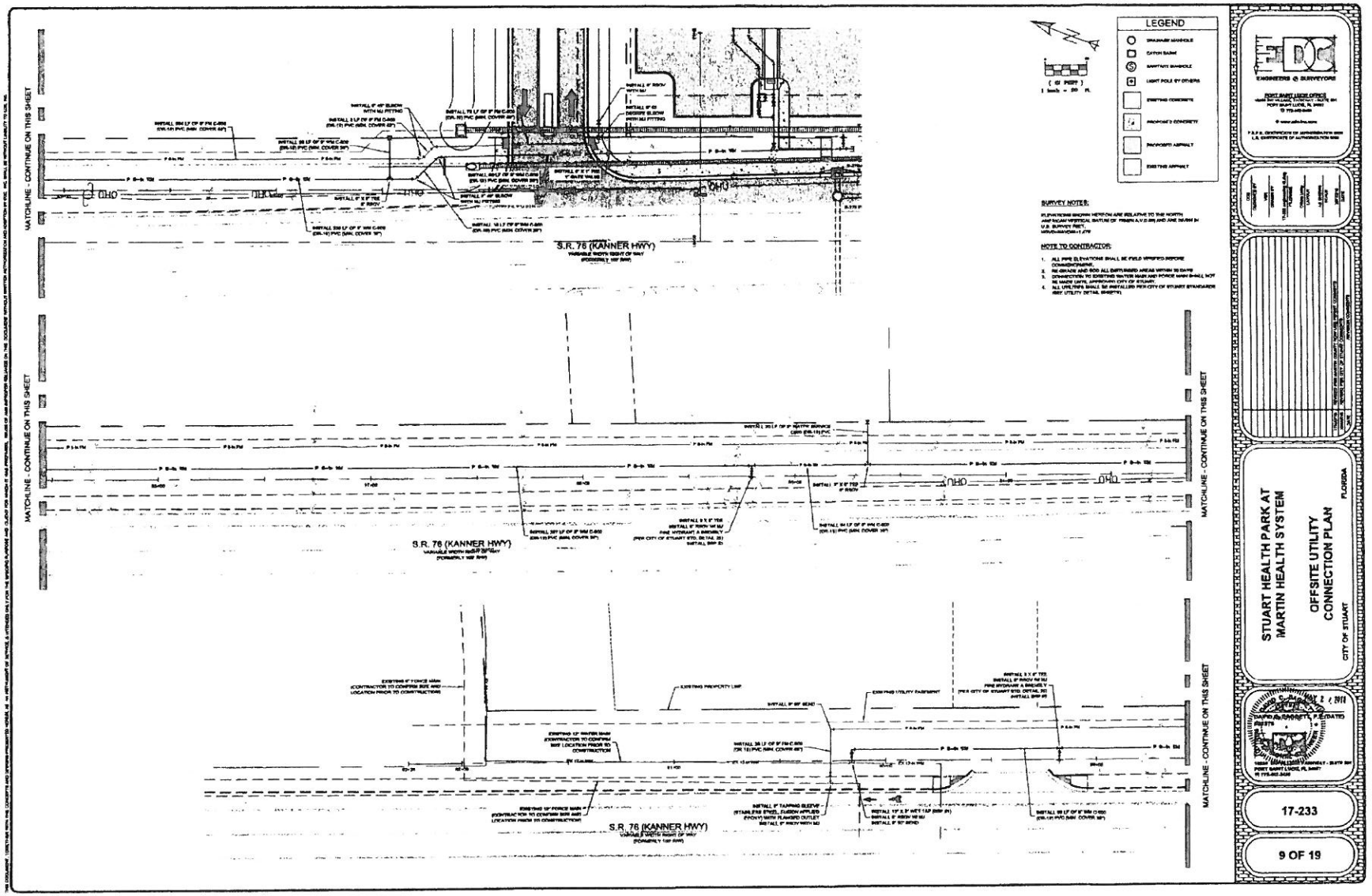


EXHIBIT B 2 of 2

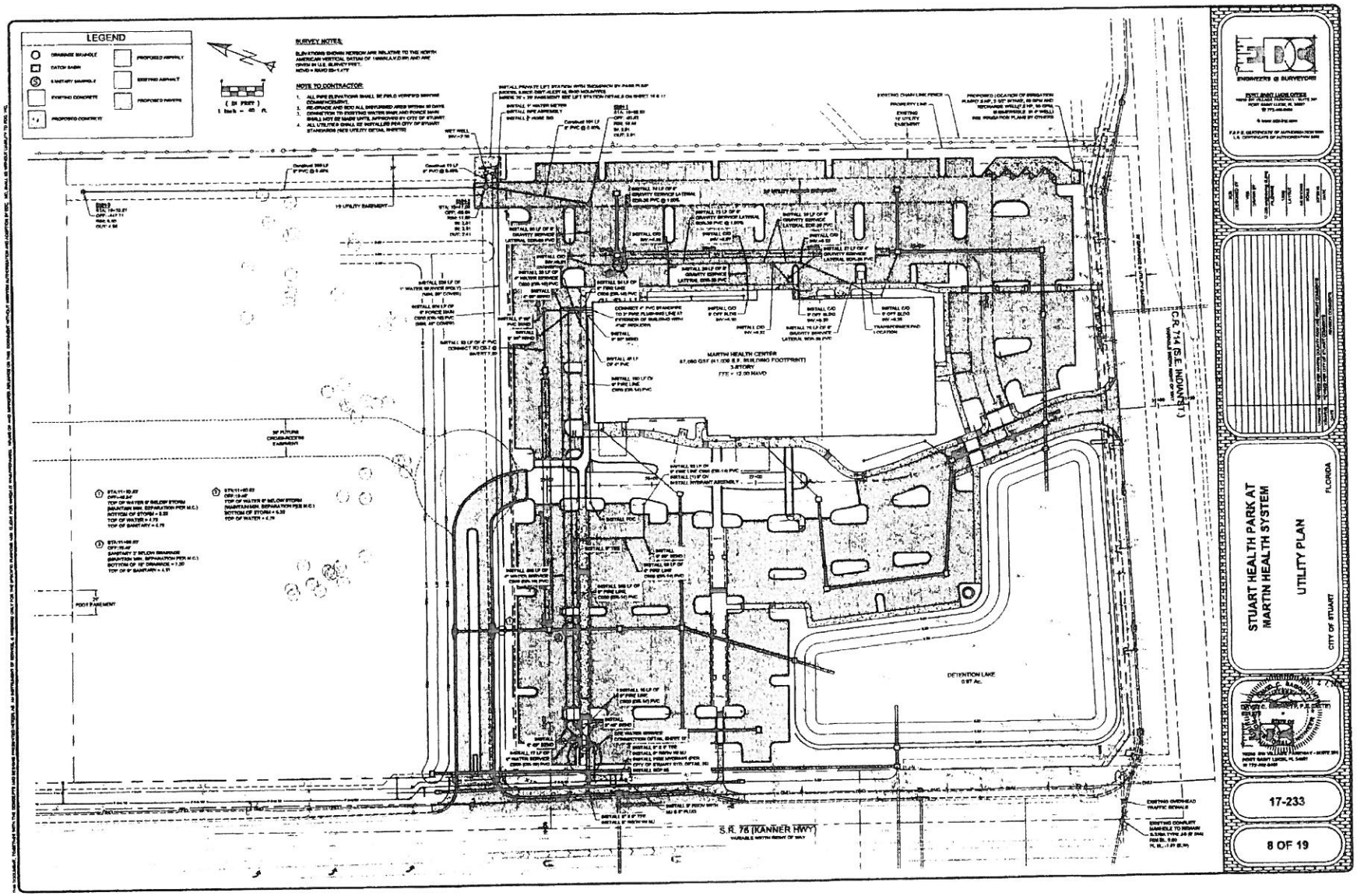


EXHIBIT C

PRECISE CONSTRUCTION

Stuart Health Park and Certus Shared Lift Station Financial Analysis

10/9/18

	Cost Breakdown	10/2/2018 Rev Pricing	Lift Station to NE Prop Corner Assume 50' off ROW	Deeper Lift Station & Work Completed To Date	Certus Gravity Line	
Sewer – Onsite & Offsite						
1. Lift Station Complete						
• Dewatering	1x	$8,800.00				
• Structure, Pumps, Piping & Electric	1x	$193,050.00				
• 8" Concrete and 12" Base Rock	625sf x $12	$7,500.00				
• Fencing, 3 Gates, Slats & Signage	100lf x $35	$3,500.00				
2. Diesel By Pass Pump	(By others)	$0.00				
3. Electrical FPL & Sub Conduit & Wire	1x	$17,520.00				
4. 8" PVC Pipe & Dewatering	398 lf x $42	$16,716.00		-$3,988.00	-$16,716.00	
5. Sewer Manhole (#2 & #3) (incl Dewatering)	2x $6,160	$12,320.00		-$3,000.00	-$6,160.00	
6. Wet Tap (6" x 12")	1x	$8,800.00				
7. 6" C-900 with fittings	1574 lf x $22	$34,628.00	-$12,936.00			
8. 6" Gate Valves	3x $2,200	$6,600.00				
Sewer Subtotal		**$309,434.00**				
Water – Kanner ROW to Lift Station						
1. 1" x 8" Wet Tap	1x	$550.00				
2. 1" HDPE Poly	588 lf x $16	$9,408.00	-$8,608.00			
3. ¾" Hose Bibb	1x	$125.00	-$125.00			
4. Meter & RPZ Assembly	1x	$3,025.00				
Water Subtotal		**$13,108.00**				
Other Items Required						
1. Surveying	1x	$6,500.00	-$2,000.00		-$1,000.00	
2. Mobilization	1x	$6,000.00	-$3,000.00			
3. Clearing and Grubbing	1x	$6,500.00		-$3,250.00		
4. Silt Fence	1x	$1,600.00		-$1,600.00		
5. As Builts	1x	$5,000.00			-$1,000.00	
6. ROW Sod	$030 sf x .30	$1,509.60	-$755.00			
7. Sewer Line Compaction Testing	$2,300 x .75	$1,725.00	-$1,300.00			
8. Water Line Compaction Testing	$1,004 x .25	$251.00	-$251.00			
9. City Sewer Line Pressure Testing	1x	$2,500.00			-$500.00	
10. City Sewer Line TV Inspections	1x	$2,500.00			-$500.00	
Other Items Subtotal		**$34,085.60**				
						Both Certus Items
Subtotal		**$356,627.60**	**($28,975.00)**	**($11,838.00)**	**($25,876.00)**	**($37,714.00)**
OH & P @ 4%		**$14,265.10**	**($1,159.00)**	**($473.52)**	**($1,035.04)**	**($1,508.56)**
			($30,134.00)	**($12,311.52)**	**($26,911.04)**	**($39,222.56)**
Grand Total		**$370,892.70**				

Notes

City of Stuart to purchase by pass pump or generator - Cost removed above

A	Total minus MHS lift station location decision	$340,758.70
B	Total minus A and Certus work to date	$328,447.18
C	Total minus A and B and Certus line extension (optional)	$301,536.14

MHS agrees to pay 100 % of added cost for lift station location at East end of site = $30,134

MHS expects a check for deeper lift station and work to date done for Certus's sole benefit = $13,382.72 - COS to decide on cost allocation

If elected by Certus, MHS expects a check for $40,293.76 - If waived, B applies and MHS will not install the Certus line extension

Final cost of shared lift station components $301,536.14