UTILITY SERVICE AGREEMENT

THIS UTILITY SERVICE AGREEMENT made and entered into this 18th day of March 2019, by and between CD-HRA (STUART), LLC, a Colorado 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. The ***City*** has advised ***Developer*** will be obligated to connect to the ***City's*** water and sewer system as identified in the CAPTEC Engineering design drawings dated January 29, 2019 as identified on Exhibit "B" attached hereto and hereby made a part hereof.

3. 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 $161,644.00 based on a calculated 40.16 Equivalent Residential Connections (ERC's) with water availability fees of $77,629.28, sewer availability fees of $84,014.72 water and sewer deposits of $1,040.00. Payment must be made prior to the issuance of a City of Stuart site permit.

4. The ***City*** and the ***Developer*** agree that the calculated values for water and sewer usage and corresponding availability fees are reasonable estimates. Accordingly, both the ***City*** and the ***Developer*** agree that the actual water and sewer usage will be reviewed to confirm the estimates were reasonable. The review period will begin on the 365th day from when water and sewer service was activated and end 365 days thereafter. Should availability fee adjustments be required, the ***Developer*** will be obligated to pay the additional availability fees in accordance with fee schedule identified in City of Stuart Ordinance 2167-08. Payment for any additional availability fees will be paid to the ***City*** by the ***Developer*** within 60 calendar days of the ***City's*** notification.

5. ***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.

6. 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.

7. 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 and sewage collection facilities installed by ***Developer*** to the central water and sewer 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***.

8. 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***.

9. ***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***.

10. 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."

11. 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*** CD-HRA (Stuart) LLC C/O Confluent Development , LLC, 2240 Blake Street, Suite 200, Denver, Colorado, 80205 and to ***City***, City of Stuart, Public Works Department, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

12. 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.

13. 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.

14. 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, Rebecca S. Bruner

CD-HRA (Stuart), LLC

BY _____

Marshall Burton, President
And CEO for
Confluent Development, LLC,
Its manager

ATEST:

_____

City Clerk Mary Kindel

_____

Witness

APPROVED AS TO FORM AND CORRECTNESS

_____

City Attorney Michael Mortell

_____

Witness

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1

BEGINNING AT THE POINT WHERE THE WEST LINE OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, INTERSECTS THE NORTH LINE OF RIVERSIDE PARK SUBDIVISION, ACCO RDING TO THE PLAT BOOK 4, PAGE 98, ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS; THENCE RUN NORTH 89°31'12" WEST ALONG THE NORTH LINE OF RIVERSIDE PARK SUBDIVISION A DISTANCE OF 304.5 FEET TO A POINT THENCE NORTHERLY TO A POINT ON THE SOUTH LINE OF A CERTAIN RIGHT-OF-WAY FOR PUBLIC THOROUGHFARE AS DESCRIBED IN O.R. BOOK 142, PAGE 4, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, 154.24 FEET WESTERLY OF A CONCRETE MONUMENT LOCATED AT THE NORTHWEST CORNER OF LAND CONVEYED TO HUMBLE OIL AND REFINING COMPANY BY DEED RECORDED IN D.R. BOOK 145, PAGE 405, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN EAST.ERLY ALONG SAID RIGHT-OF-WAY TO SAID MONUMENT; THENCE RUN SOUTH 18°41'32" EAST ALONG THE WEST LINE OF SAID HUMBLE OIL, A DISTANCE OF 250 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTHERLY TO A POINT ON THE WEST LINE OF GOVERNMENT LOT 2, 264.65 FEET NORTHERLY OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 2. THENCE SOUTH 0°08'48" WEST A DISTANCE OF 264.65 FEET TO THE POINT OF BEGINNING.

PARCEL 2

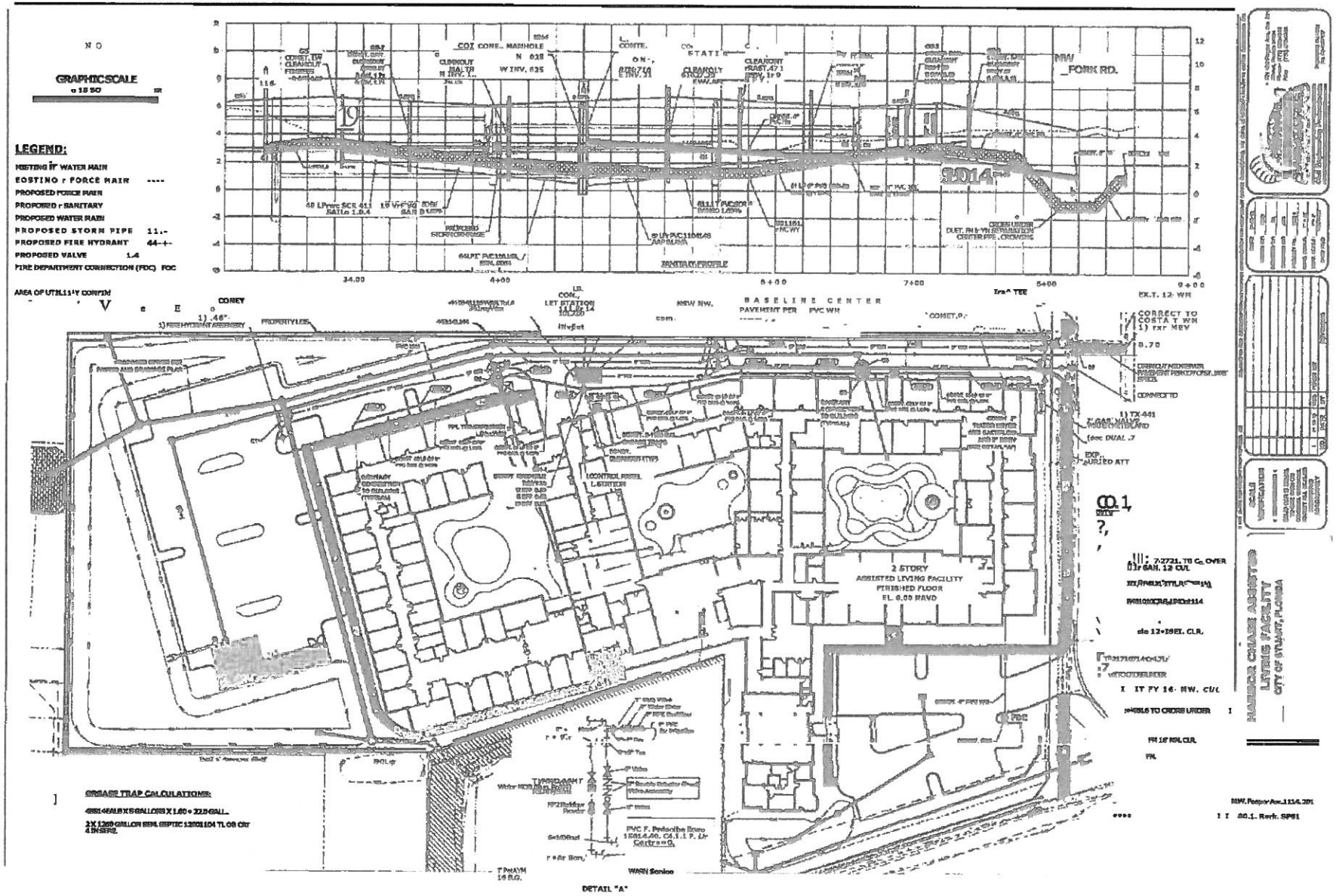
LANDS LYING IN GOVERNMENT LOTS 2 AND 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST AND BEING IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCE AT A CONCRETE MONUMENT ON THE WEST LINE OF GOVERNMENT LOT 3 IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST; SAID POINT BEING SITUATED 1804.08 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 32, AS MEASURED ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3; SAID POINT ALSO BEING THE NORTHWEST CORNER OF "BAHAMA TERRACE SECTION 3" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 18, OF THE PUBLIC RECORDS OF MARTIN COUNTY FLORIDA; THENCE RUN SOUTH 89 DEGREES 36'32" EAST ALONG THE NORTH OF SAID "BAHAMA TERRACE SUBDIVISION" FOR A DISTANCE OF 1383.51 FEET TO A POINT ON THE WESTERLY R/W LINE OF U.S. HIGHWAY NO. 1; THENCE RUN SOUTH 18 DEGREES 41'32" EAST FOR A DISTANCE OF 31.74 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED: THENCE CONTINUE SOUTH 18 DEGREES 41'32" EAST ALONG SAID R/W LINE OF U.S. HIGHWAY NO. 1 FOR A OF 250.00 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 36'32" WEST FOR A DISTANCE OF 200.00 FEET TO A POINT; THENCE RUN NORTH 18 DEGREES 41'32" WEST FOR A DISTANCE OF 250.00 FEET TO A POINT, SAID POINT BEING SITUATED ON THE SOUTH RIGHT OF WAY LINE OF A CERTAIN RIGHT OF WAY FOR PUBLIC THOROUGHFARE AS DESCRIBED IN OFFICIAL RECORDS BOOK 142, PAGE 47, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; AND THENCE RUN SOUTH 89 DEGREES 36'32" EAST ALONG SAID SOUTH RIGHT OF WAY FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT CERTAIN LOT, PIECE OR PARCEL OF LAND VESTED IN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, AS DISCLOSED BY THE STIPULATED FINAL JUDGEMENT ENTERED 719/93, RECORDED 7120193 IN O.R. BOOK 1022, PAGE 1067, MARTIN COUNTY RECORDS DESCRIBED AS FOLLOWS:

THAT PART OF GOVERNMENT LOT 2 IN SECTION 32, TOWNSHIP 37 SOUTH , RANGE 41 EAST IN MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE FOUND 4"X4" CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 10'20" EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 1461.52 FEET TO A POINT ON THE BASELINE, A DISTANCE OF SURVEY FOR THE STATE ROAD 5 (U.S. 1); THENCE SOUTH 18 DEGREES 59'53" EAST ALONG SAID BASELINE, A DISTANCE OF 357.88 FEET, THENCE SOUTH 71 DEGREES 00'07" WEST, A DISTANCE OF 104.56 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON THE SOUTHERLY EXISTING RIGHT OF WAY LINES FOR NORTH FORD ROAD; THENCE SOUTH 89 DEGREES 55'30" EAST ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 32.50 FEET TO A POINT ON THE WESTERLY EXISTING RIGHT OF WAY LINE FOR STATE ROAD 5 (U.S. 1); THENCE SOUTH 18 DEGREES 59'53" EAST ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 250.00 FEET TO A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE AS DESCRIBED IN D.R. BOOK 870, PAGE 2530 , PUBLIC RECORDS OF MARTIN COUNTY. FLORIDA. THENCE SOUTH 89 DEGREES 56'41" WEST ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 23.44 FEET AND THE BEGINNING OF A CURVE CONCAVE WESTERLY; HAVING A CHORD BEARING OF NORTH 18 DEGREES 21'11" WEST, THENCE NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 11,366.66 FEET, THROUGH AN ANGLE OF 01 DEGREES 11'46", AN ARC DISTANCE OF 237.28 FEET TO THE END OF CURVE; THENCE NORTH 54 DEGREES 26'26" WEST, A DISTANCE OF 19.33 FEET TO THE POINT OF BEGINNING. CONTAINING 5.19± ACRES

EXHIBIT "B"


GRAPHICSCALE
LEGEND:
EXISTING 8" WATER MAIN
PROPOSED FORCE MAIN
PROPOSED 8" SANITARY
PROPOSED WATER MAIN
PROPOSED STORM PIPE
PROPOSED FIRE HYDRANT
PROPOSED VALVE
FIRE DEPARTMENT CONNECTION (FDC)
FOC
CONEY
BASELINE CENTER
PAVEMENT PER
PVC WH
2 STORY
ASSISTED LIVING FACILITY
FINISHED FLOOR
EL. 8.00 NAVD
CONTROL PANEL
L-STATION
GREASE TRAP CALCULATIONS:
DETAIL "A"
HARBOR CHASE ASSISTED
LIVING FACILITY
CITY OF STUART, FLORIDA