

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]

## **BUILDER UTILITY LINE EXTENSION AGREEMENT**

**This Utility Line Extension Agreement** (“Agreement”) is entered into on the last signature date below (the “Effective Date”) by **(BUILDER COMPANY NAME)** a [company, corporation authorized to do business in Florida?], (“Builder”) whose mailing address is **(INSERT MAILING 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 Builder and Toho may be collectively referred to as the “Parties.”

### **RECITALS**

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

*Whereas*, the Builder has legal title to one or more parcels of real property as more specifically defined in **Exhibit A** (hereinafter referred to as the “Property”), which is located within the Toho service area.

*Whereas*, Toho has received a request from the Builder for the provision of water, wastewater, and/or reclaimed water service to 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 the Toho 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 determined that, subject to the terms and conditions of this Agreement, the Builder may design and construct utility line extensions to water, reclaimed water, and/or wastewater lines to serve the Builder’s property and CIAC fees will not be charged to the Property.

*Whereas*, the utility line extension policy also provides that for those properties not under the ownership or control of the Builder, if any, served by the utility extensions constructed by the Builder, the Builder is entitled to reimbursement from Toho for a proportionate share of approved

costs associated with serving those other properties, which will then be separately charged CIAC fees.

*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*, the title of Executive Director utilized in this Agreement shall refer to the Executive Director of the Toho Water Authority or his/her designee, as assigned, for the purposes of implementing the terms of this Agreement and Toho’s CIAC policy.

*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 a map showing the location of the water, wastewater, and/or reclaimed water line extension(s) (the “Facilities”), a list of the property/properties owned in fee simple by the Builder and all other properties to be served by the Facilities, and the schedule (collectively the “Project”) is included and described in Builder’s CIAC Application as **Exhibit A**. In the event that the Builder acquires additional property or intends to include additional property in the Project after the Effective Date of this Agreement, it is the Builder’s sole responsibility to meet with Toho’s Executive Director to determine to what extent the Project described in **Exhibit A** may be amended. Under no circumstances may a Project be amended after the date of the Bill of Sale conveying the Facilities to Toho.
3. **Conditions Precedent**. Prior to the Effective Date, the following conditions of the Parties entering into this Agreement have been satisfied:
  - a. The Builder has submitted a CIAC Application that has been reviewed, accepted and prioritized by Toho.
  - b. The Builder has prepared, or caused to be prepared, design plans and construction specifications (the “Construction Plans”) for the Facilities.
  - c. The Construction Plans have been approved by the Executive Director.
  - d. Unless otherwise approved in writing by the Executive Director, the Builder has obtained three competitive bids from licensed underground contractors for the Construction Plans. In signing this Agreement, the Builder certifies that the three competitive bids are fair, without outside control, collusion, fraud or otherwise illegal action. Whether the process has been “competitively” bid is subject to the sole determination of the Executive Director.

- e. The Builder has met with the Executive Director and has been placed on the prioritization list for the CIAC program.
4. **The Construction Contract.** The Builder shall ensure that the construction contract for the Construction Plans for the Facilities contains the following:
- a. Construction of the Facilities will begin on or before 90 days after the Effective Date unless an alternative time to initiate construction has been approved in writing by the Executive Director.
  - b. A Maintenance Surety consistent with Toho's current standards and specifications pursuant to Section 10 of this Agreement, which Maintenance Surety shall be in force and effect for a period of one year after the date of the Bill of Sale.
  - c. A performance bond and a payment bond pursuant to Section 10 of this Agreement, which bond shall be in the amount of the value of the construction contract. The performance bond shall ensure that the construction contractor fully, timely, and faithfully performs the construction contract and all obligations thereunder. The payment bond shall ensure that the construction contractor shall promptly make payment to all persons supplying services, labor material, or supplies used directly or indirectly by the construction contractor or any subcontractor(s) in the prosecution of the work provided for in the construction contract.
  - d. That Toho is a third-party beneficiary and additional insured in all contracts, bonds, and other related instruments.
  - e. That proof of the bonds and certificates of insurance be provided to Toho prior to beginning construction, both new and existing.
  - f. That the construction contractor keep the Facilities free and clear of dirt and construction debris during construction.
5. **Permits.** The Builder shall apply for (or cause to be applied for) and obtain all environmental resource permits, right-of-way utilization permits, Florida Department of Environmental Protection utility construction permits, and all other governmental permits and approvals necessary from all governmental agencies exercising jurisdiction for the Facilities. The Builder shall provide Toho with a copy of all permits and approvals prior to beginning construction.
6. **Commencement of Work.** The Builder may commence work after all of the following occur: (i) all required permits are issued for the Facilities and copies provided to Toho, and (ii) Toho is provided with the payment and performance surety and related certificates. At least seven business days prior to commencement of the construction of the Facilities, the Builder shall schedule a preconstruction conference with Toho, which may be held as a virtual meeting conducted by Toho.
7. **Inspection and Transfer of the Project.** Toho reserves the right to perform inspections, both during and after construction and installation of the Facilities, to determine compliance with the approved Construction Plans, and adequacy of installation. Upon completion of construction, and subject to Toho's inspection and approval, the Builder shall transfer ownership, including all rights, title, and interest, free and clear of any encumbrances whatsoever, of the Facilities to Toho, in accordance with the terms and conditions set forth in this Agreement. As evidence of such conveyance, the Builder shall provide Toho with a Bill of Sale, in the form attached hereto as **Exhibit B** and satisfactory to Toho's legal counsel, for all Facilities constructed by or on behalf of the Builder and approved by Toho.

8. **Easements and Right of Access.** The Builder shall provide Toho with all necessary easements and complete right of access for all Facilities constructed on the Property and/or outside of right-of-way. All such easements shall be by separate legal instrument in a form satisfactory to Toho's legal counsel and in recordable form. Unless otherwise agreed to by the Parties, Toho will be responsible for recording all easements contemplated under this Agreement in the Official Records for the applicable county in which the Project is located.
9. **Fees.** The categories of fees applicable to the Project are listed in **Exhibit C**. Fees shall be calculated by Toho and paid by the Builder before the Facilities are connected for service. The CIAC fee that has been approved by the Toho Board of Supervisors on the date the Facilities will be connected for service is the CIAC fee to be paid by the Builder.
10. **Performance Bond; Payment Bond; Maintenance Surety.**
  - a. Prior to commencing construction of the Facilities, the Builder shall, or shall cause its construction contractor for the Facilities to, obtain and deliver to Toho a performance bond and a payment bond, as referenced in Section 4 of this Agreement, in the form attached hereto as **Exhibit D** and acceptable to Toho, and pursuant to Section 255.05 of the Florida Statutes. Toho will record the performance and payment bond in the official records for the County in which the Project is located. The bonds shall name Toho as dual-obligee and shall be assignable to Toho Water following Toho's acceptance of the Facilities. The surety company issuing said performance and payment bonds shall meet the following qualifications:
    - (i) Surety must be licensed to do business in the State of Florida, maintain an A-VIII or better rating with AMBEST or an equivalent rating agency, and shall comply with the provisions of Section 255.05, Florida Statutes.
    - (ii) Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
    - (iii) All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach, with each bond/surety instrument, a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments.
  - b. The Builder shall also provide, or shall cause its construction contractor to provide, a maintenance surety (the "Maintenance Surety") in the form of an irrevocable letter of credit, cash escrow, or maintenance bond, in an amount equal to ten percent (10%) of the low bid, plus change orders, or cost of the work, including costs associated for site restoration of the Facilities, prior to Toho's acceptance of the Facilities for maintenance. The purpose of the Maintenance Surety is to guarantee the materials, workmanship, structural integrity, functioning, and maintenance of the Facilities for one year after the date of the Bill of Sale.
11. **Indemnification.** To the fullest extent permitted by law, the Builder shall, and shall cause its contractor(s) to, defend, indemnify, and hold harmless Toho, its officials, agents, and

employees from and against any and all liabilities, claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of or resulting from the construction of the Facilities, provided that any such liability, claim, damage, loss, cost, or expense:

- a. Is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom; and,
- b. Is caused in whole or part by an act or omission relating to the Facilities by the construction contractor and/or any subcontractors, and/or anyone directly or indirectly employed by any of them, and/or anyone for whose acts any of them may be liable, excepting those acts or omissions arising out of the negligence of Toho.

Provided, if this Agreement is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the Builder or any contractor to defend, indemnify, or hold harmless Toho and its officials, agents, and/or employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the Project.

## 12. **Reimbursement**

- a. When the Project is (i) satisfactorily completed in accordance with Toho's standards and specifications (then current edition), as determined by the Executive Director, and (ii) placed in service by Toho, Toho will reimburse the Builder within 90 days after Toho's receipt and acceptance of the Maintenance Surety and the Bill of Sale both as described in Section 10 of this Agreement for the Facilities (the "Reimbursement Date") and in the amount calculated by the Executive Director. In the event that funds become available to accelerate repayment of CIAC projects in advance of the date noted above, repayment will be made in accordance with the funding prioritization list for the CIAC program.
- b. The Builder will not be reimbursed until all of the following events have occurred:
  - (i) Inspection, approval, and acceptance by Toho of the Facilities.
  - (ii) Receipt and approval by Toho of the Maintenance Surety and the Bill of Sale, both as described in Section 10 of this Agreement for the Facilities.
  - (iii) Receipt and approval by Toho of the record drawings for the Facilities.
  - (iv) Receipt by Toho of any utility easement(s) or right(s) of way in favor of Toho.
  - (v) Receipt of clearance from the Florida Department of Environmental Protection for the Facilities.
  - (vi) Builder's completion and Toho's acceptance of a completed and executed Toho Water Authority CIAC Closeout Checklist.
- c. In the event that Toho does not have budgeted funding available to reimburse Builder in full on the Reimbursement Date, Toho will pay interest on the unpaid reimbursement amount beginning on the Reimbursement Date until the reimbursement is paid in full. The interest rate to be paid per annum is computed on October 1 of each year, based on the previous 5-year average of the 30-year treasury rate.
- d. Failure of the Builder to strictly comply with the terms and conditions of this Agreement may cause the Project to be re-evaluated and may result in the Project being changed on or removed from the prioritization list for the CIAC program.

**13. Term; Termination for Default.**

- a. This Agreement is effective on the Effective Date and shall continue in effect until the Builder has received reimbursement under the CIAC program.
- b. If the Builder defaults by failing to perform any of the obligations of this Agreement, Toho may, in writing, terminate the Agreement and, at Toho's option, obtain performance of the work elsewhere. Toho may claim against the performance bond.
- c. If, in Toho's sole discretion, this Agreement is terminated for default, the Builder may be denied entitlement to some or all reimbursements and may be required to pay CIAC fees for the Property.

**14. Insurance.** Prior to commencing construction of the Facilities and throughout the course of construction, the Builder or its agents and contractors shall procure and maintain insurance with limits and terms as follows:

- a. Workers compensation insurance with statutory workers' compensation limits and not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) for employer's liability, with a waiver of subrogation in favor of Toho.
- b. Commercial general liability insurance for all operations including, but not limited to, contractual, products, and completed operations and personal injury with limits of not less than Two Million and 00/100 U.S. Dollars (\$2,000,000.00) per occurrence and an aggregate limit of at least twice the per occurrence limit.
- c. Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence.
- d. Professional liability (errors and omissions) in amounts not less than Two Million and 00/100 dollars (\$2,000,000.00) per occurrence.
- e. Pollution liability insurance with limits of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence.

The Builder shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and furnish to Toho certificates of such insurance upon request by Toho. Toho shall be named as an additional insured on all policies, except for workers compensation coverage. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by Toho.

**15. Employment Eligibility Verification (E-Verify).**

- a. As a condition precedent to entering into this Agreement, and in compliance with section 448.095, Florida Statutes, the Builder and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- b. The Builder shall require each of its subcontractors to provide the Builder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Builder shall maintain a copy of the subcontractor's affidavit as part of the pursuant to the records retention requirements of this Agreement.
- c. The Builder, or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.
- d. Toho, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Builder otherwise complied, shall promptly notify the Builder and the Builder shall immediately terminate the contract with the subcontractor.

- e. A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to section 448.095(2), Florida Statutes. The Builder acknowledges that upon termination of this Agreement by the Builder, the Builder may not be awarded a public contract for at least one (1) year. The Builder further acknowledges that the Builder is liable for any additional costs incurred by Toho as a result of any contract for a violation of this section.
  - f. **Subcontracts.** The Builder or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring subcontractors to include these clauses in any lower tier subcontracts. The Builder shall be responsible for compliance by any subcontractor or lower tier subcontractors with the clauses set forth in this section.
  - g. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: <https://www.e-verify.gov>.
16. **Sovereign Immunity.** Toho’s limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of Toho beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Toho’s sovereign immunity under Section 768.28 of the Florida Statutes
17. **Non-Appropriation.** In accordance with the Florida Constitution and other applicable state and local laws, the obligations of Toho in this Agreement are subject to sufficient budgeted Toho funds being available in each Toho budget year to achieve the purposes of this Agreement.
18. **Compliance with Laws and Regulation.** The Parties will abide by the respective statutes, ordinances, rules, and regulations pertaining to, or regulating, the acts of the Parties under this Agreement.
19. **Notice.** Notices to either Party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addresses or to such other addresses as the Parties may designate to each other in writing from time to time:

**Toho:**

Tohopekaliga Water Authority  
 Todd Swingle, Executive Director  
 951 Martin Luther King Blvd.  
 Kissimmee, FL 34741  
[tswingle@tohowater.com](mailto:tswingle@tohowater.com)

Amy Campbell, CIAC Project Manager  
 951 Martin Luther King Blvd.  
 Kissimmee, FL 34741-4929  
[ciacbuilder@tohowater.com](mailto:ciacbuilder@tohowater.com)  
 407-483-3854

**Copy to:** Office of General Counsel  
Tohopekaliga Water Authority  
951 Martin Luther King Blvd.  
Kissimmee, Florida 34741

**Builder:**

**Copy to:**

20. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.
21. **Non-Waiver.** No consent or waiver, expressed or implied, by any Party, to or of any breach or default of any other Party, with regard to the performance by said other Party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that Party, of the same or of any other objection of performance incumbent upon that Party. Failure on the part of any Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure continues, shall not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law, or in equity, except as otherwise specifically provided herein.
22. **Public Records Compliance.** To the extent the Builder is acting on behalf of Toho as provided under Section 119.0701 of the Florida Statutes, the Builder shall:
  - a. Keep and maintain public records required by Toho to perform the services under this Agreement.
  - b. Upon request from Toho's custodian of public records, provide Toho with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term and following completion of the Project if the Builder does not transfer the records to Toho.
  - d. Upon completion of the Project, transfer, at no cost, to Toho all public records in possession of the Builder or keep and maintain public records required by Toho to perform the service. If the Builder transfers all public records to Toho upon completion of the Project, the Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Builder keeps and maintains public records upon completion of the Project, the Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to Toho, upon request from Toho's custodian of public records, in a format that is compatible with the information technology systems of Toho.

- e. If Builder fails to provide the public records to Toho within a reasonable time, the Builder may be subject to penalties under Section 119.10 of the Florida Statutes.

**IF THE BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT TOHO'S CUSTODIAN OF PUBLIC RECORDS AT: [publicrecordsrequests@tohowater.com](mailto:publicrecordsrequests@tohowater.com), 407-944-5162, 951 Martin Luther King Boulevard Kissimmee, FL 34741.**

23. **Records and Audits.** At any time during the term of this Agreement, Toho may request and will be provided access to the Builder's plans, documents, contracts, financial books and records, reports and any other information relating to the Project. The Builder will maintain, in its place of business, all books, documents, papers, and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Builder's place of business at all reasonable times during the term of this Agreement and for five years from the expiration of this Agreement for audit or inspection by Toho upon five business days prior written notice.
24. **Equal Opportunity Employment.** The Builder will not discriminate, and will provide in all contracts that its contractors will not discriminate, against any employee or applicant for employment under this Agreement because of race, color, religion, sex, sexual orientation, gender identity, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
25. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained in this Agreement are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that extent, this Agreement is declared severable.
26. **Assignment.** This Agreement, and all of the rights, obligations, and responsibilities hereunder, is not assignable without the consent or approval of such assignment by Toho Water, provided that such approval will not be unreasonably withheld.
27. **Disclaimer of Third Party Beneficiaries.** No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto.
28. **Governing Law and Venue.** This Agreement is governed by and construed in accordance with laws of the State of Florida. The venue for any non-binding mediation or judicial proceedings is in the Circuit Court of the Ninth Judicial District in and for Osceola County, Florida.

29. **No Partnership or Joint Venture.** This Agreement does not create a partnership or joint venture among the Parties and no Party shall be construed to be partners or members of a joint venture for any purpose.
30. **Authority to Enter Into Agreement.** Each person signing this Agreement represents and warrants that he or she has full power and authority to enter into and execute this Agreement and that upon execution and delivery, this Agreement will be binding on and enforceable against that person, or if that person is signing in a representative capacity, then the Party for whom that person signs, subject to only limitations applicable under bankruptcy laws.
31. **Force Majeure.** Neither Party is responsible for any delay or failure in the performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing Party. The effected Party will notify the other Party, in writing, within fourteen calendar days after the beginning of any such cause that would affect its performance. Notwithstanding the foregoing, if the Party's performance is delayed for a period exceed thirty calendar days from the date the other Party receives notices under this paragraph, the non-affected Party will have the right, without any liability to the other Party, to terminate this Agreement.
32. **Recordation.** A fully executed copy of this Agreement, including the exhibits attached hereto, will be recorded by Toho in the Official Records of Osceola County, Florida.
33. **Construction of Agreement.** The Parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed again any Party as if it were the drafter of this Agreement.
34. **Counterparts, Electronic Transactions, and Electronic Signatures.** This Agreement may be electronically executed by the Parties in counterparts up to, but no exceeding, the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement in accordance with Part I and II, of Chapter 668, Florida Statutes.
35. **Further Documentation.** The Parties agree that from time to time and following a request therefor by a Party, each shall properly execute and deliver to the other Parties such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of each Party hereunder and effectuate the consummation of the transaction contemplated hereby.
36. **Documents Constituting the Entire Agreement.** The following documents attached hereto are hereby incorporated and made a part of this Agreement:

**Exhibit A** – Builder's CIAC Application

**Exhibit B** – Form of Bill of Sale

**Exhibit C** – Schedule of Fees  
**Exhibit D** – Form of Performance Bond

*[signatures on the following pages]*

**IN WITNESS WHEREOF**, the Parties, by their duly authorized representatives, have executed this Agreement effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TOHOPEKALIGA WATER AUTHORITY**

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

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Todd Swingle, as Executive Director of Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, on behalf of the Board. He is personally known to me or has produced \_\_\_\_\_ identification.

[AFFIX NOTARY SEAL]

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

Signed, sealed and delivered  
in the presence of:

**Builder**

x: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

x: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online  
notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_ authorized to do business in the State of Florida, on behalf thereof. S/He is personally  
known to me or has produced \_\_\_\_\_ identification.

[AFFIX NOTARY SEAL]

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

**EXHIBIT A**  
**Builder's CIAC Application**

**EXHIBIT B**  
**Form of the Bill of Sale**

**EXHIBIT C**  
**Categories of Fees Applicable to the Project**

**EXHIBIT D**  
**Form of Payment Bond**