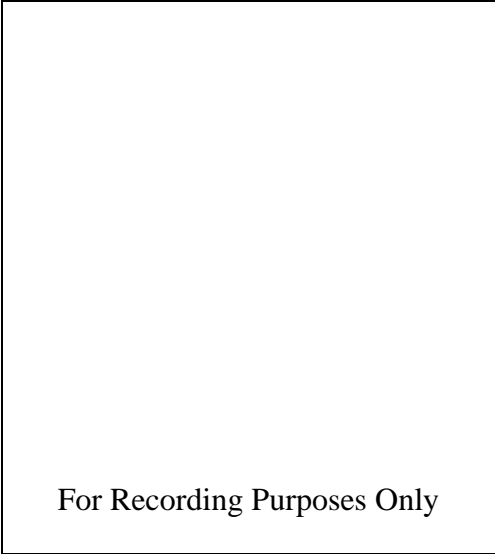


**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Heather M. Ramos
GRAY ROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880



RETAIL WASTEWATER SERVICE AGREEMENT
for the
BISHOPS GATE PROPERTY

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, (the “Effective Date”) by and between the **Town of Howey-in-the-Hills**, a Florida municipal corporation (hereafter “TOWN”), and **Bishops Gate Homeowners’ Association, Inc.**, a Florida not-for-profit corporation (hereafter “COMMUNITY”).

RECITALS

WHEREAS, the Central Lakes Community Development District (the “CDD”) leases and operates a wastewater system located in Lake County, Florida and sells, on a wholesale basis, wastewater service capacity to the TOWN for developments located within the TOWN’s utility service area.

WHEREAS, the TOWN owns and operates a retail wastewater system located within the TOWN limits and certain adjacent unincorporated land in Lake County, Florida (hereafter the “TOWN’s Wastewater System”) and is willing to sell, on a retail basis, wastewater service to COMMUNITY for the development described herein and known as the Bishops Gate Property (the “Development”) as further described in **Exhibit “A”** attached to and incorporated into this Agreement.

WHEREAS, COMMUNITY is interested in obtaining central retail wastewater service for the residents of the COMMUNITY because the Development is no longer suitable for septic systems.

WHEREAS, the TOWN wishes to connect the Development to the TOWN's Wastewater System and to purchase wastewater service capacity on a wholesale basis from the CDD in order to serve the Development.

WHEREAS, the parties covenant and agree that they have the power and authority to enter this Agreement and bind their respective entities to the provisions of this Agreement.

WHEREAS, this Agreement shall govern the wastewater utility service to be provided by the TOWN, on a retail basis, for the Development only.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the COMMUNITY and the TOWN hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Agreement" means this Retail Wastewater Service Agreement as it may from time-to-time be modified.

(2) "Collection and Transmission Facilities" includes the pipelines, conduits, force mains, lift stations and all other facilities used for collection and transmission of wastewater from the COMMUNITY to the CDD as further described in **Exhibit "B"**.

(3) "Contribution-in-aid-of-Construction" means the sum of money, and/or property, represented by the value of the Collection and Transmission Facilities constructed by COMMUNITY, which COMMUNITY covenants and agrees to pay and/or transfer to the TOWN, as a contribution-in-aid-of-construction, to induce the TOWN to continuously provide wastewater service to the Development.

(4) "Development" means the lands being developed as residential and commercial land use projects known as Bishops Gate Property, the legal description of which is attached as **Exhibit "A"**.

(5) "ERU" means Equivalent Residential Unit; one ERU represents 250 GPD of wastewater flow.

SECTION 3. EASEMENT. Upon completion of construction of the Collection and Transmission Facilities, the COMMUNITY shall grant to the TOWN a perpetual easement in, under, over and across the Development for the limited purposes described in this Section 3. In the event the TOWN is made aware of an emergency or time-sensitive issue regarding the Collection and Transmission Facilities located within the Development, the Mayor of the TOWN

shall notify the COMMUNITY of such emergency and request that the COMMUNITY immediately commence emergency repairs or replacements as necessary to resolve the emergency. If the COMMUNITY fails to commence any necessary emergency repairs within forty-eight (48) hours of receiving notice from the TOWN, then the Mayor of the TOWN may choose, in his or her sole discretion, to access the Development and replace or repair any portion of the Collection and Transmission Facilities located within the Development as necessary to resolve the emergency. All such work shall be at the sole cost of the COMMUNITY. The TOWN's election to replace or repair any such portion of the Collection and Transmission Facilities located within the Development under this Section 3 does not constitute an assumption by the TOWN for the responsibility or maintenance of any portion of the Collection and Transmission Facilities located within the Development. The standard notice provisions in Section 12 of this Agreement shall not apply to notifications made pursuant to this Section 3. Instead, the TOWN shall in the case of an emergency or time-sensitive situation, notify Ben Pauluhn by electronic mail benp@bgss.com; telephone 314-503-1230; and to the extent possible, other reasonable means to ensure the COMMUNITY is notified as soon as practicable.

SECTION 4. PROVISION OF SERVICE; PAYMENT OF RATES; DEPOSIT.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the COMMUNITY, the TOWN covenants and agrees that it will allow the connection of the Collection and Transmission Facilities installed by COMMUNITY to the TOWN'S Wastewater System 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 and the Florida Department of Environmental Protection. Except as otherwise provided in this Agreement, the TOWN agrees that once it provides wastewater service to the Development and COMMUNITY that the TOWN will continuously provide, in accordance with the other provisions of this Agreement, and applicable laws, including ordinances, rules and regulations and rate schedules, wastewater service to the Development in a manner to conform with all requirements of all governmental agencies having jurisdiction over the wastewater systems of the TOWN. The COMMUNITY and its successors and assigns agrees to timely and fully pay all applicable monthly rates, fees, and charges to the TOWN; and the COMMUNITY, its successors and assigns, and any others using the TOWN's Wastewater System by virtue of this Agreement agree to otherwise fully comply with the TOWN's rules, regulations, and ordinances applicable to the provision of wastewater service.

4.2. The parties hereto agree to the installation of one wastewater service meter associated with the Development and the TOWN shall establish only one service and billing account for all retail wastewater services provided in connection with this Agreement. The said account shall be established in the name of the Community and shall be invoiced or billed directly to the COMMUNITY at the COMMUNITY's address for notices set forth in paragraph 12 hereof. The charge shall be based on the metered consumption for the gallons of sewage, or connected ERUs. The COMMUNITY and its successors and assigns shall levy and collect sufficient and adequate fees and charges to pay to the TOWN for monthly service within thirty (30) days after statement is rendered by the TOWN all sums due and payable as set forth in such statement. Fees and charges not timely paid by the COMMUNITY are subject to late fees as

determined by the TOWN. Upon failure or refusal to pay the amounts due on statements as rendered, the TOWN may, in its sole discretion, terminate service.

4.3. On or before the date that the TOWN begins to provide wastewater service to the Development, the COMMUNITY shall deposit with the TOWN and will keep on deposit at all times during the term of this Agreement, a deposit as security for the performance of the COMMUNITY's obligations under this Agreement. The deposit will always equal \$4,000.00. The deposit shall not bear interest. If, at any time, the COMMUNITY fails to perform any of its obligations under this Agreement, then TOWN may, at its option, apply the deposit, or any portion thereof required in payment for the services provided hereunder, in payment of any damages incurred by the TOWN by reason of such failure, or to cure a default; provided, however, if prior to the termination of this Agreement, the TOWN depletes the deposit, in whole or in part, then immediately following such depletion and upon notice by the TOWN, the COMMUNITY shall restore the amount so used by the TOWN. Unless the TOWN uses the deposit to cure a default of the COMMUNITY or to pay damages for the COMMUNITY's breach of this Agreement, within thirty calendar days after the termination of this Agreement the TOWN shall refund to the COMMUNITY any funds remaining in the deposit, without interest. If claims of the TOWN exceed the amount of the deposit, the COMMUNITY shall remain liable for the balance.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the TOWN to provide wastewater service, and to continuously provide customers located in the Development with wastewater services, COMMUNITY hereby covenants and agrees to pay for the construction and maintenance of the Collection and Transmission Facilities. All design and construction shall be in accordance with TOWN ordinances, rules, regulations, and utility standards.

5.2. The COMMUNITY shall pay a reasonable fee not to exceed THREE THOUSAND DOLLARS (\$3,000.00) to the TOWN for the actual costs it incurs to review engineering plans and specifications of the type and in the form as prescribed by the TOWN, showing the Collection and Transmission Facilities to provide service to the Development.

5.3. During the construction and installation of the Collection and Transmission Facilities by COMMUNITY, the TOWN shall have the right to inspect such construction and installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the TOWN upon completion of construction.

5.4. Payment of the Contributions-in-aid-of-Construction does not and will not result in the TOWN waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by COMMUNITY making the contribution. The TOWN shall not be obligated for any reason whatsoever nor shall the TOWN

pay any interest or rate of interest upon the contribution. Neither COMMUNITY nor any person or other entity holding any of the Development by, through or under COMMUNITY, or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the Collection and Transmission Facilities and properties of the TOWN, and all prohibitions applicable to COMMUNITY with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. No user or customer of wastewater service shall be entitled to offset any bill or bills rendered by the TOWN for such service or services against the contributions. COMMUNITY shall not be entitled to offset the contributions against any claim or claims of the TOWN.

SECTION 6. MAINTENANCE FUND. No less than once a year the TOWN shall deposit into an interest bearing “maintenance fund” bank account an amount of money which shall be equal to 20% of the difference between the wholesale wastewater rate paid by the TOWN to the CDD and the retail wastewater rate paid by the COMMUNITY to the TOWN. Upon written request by the COMMUNITY to the Mayor of the TOWN, money may be withdrawn from the maintenance fund account and be used by the COMMUNITY to repair, replace, or maintain the portion of the Collection and Transmission Facilities beginning outside of the Development and continuing to the CDD. The money in the maintenance fund account may not be used by the COMMUNITY for flushing the Collection and Transmission Facilities. Money, if any, remaining in the maintenance fund account when this Agreement terminates shall revert to the TOWN.

SECTION 7. OWNERSHIP OF FACILITIES. The Collection and Transmission Facilities shall at all times remain in the complete and exclusive ownership of the COMMUNITY. All costs and expenses related to the maintenance, upkeep, and repair of such Collection and Transmission Facilities shall be paid by the COMMUNITY.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. The TOWN may establish, revise, modify and enforce ordinances, rules, regulations and rates covering the provision of wastewater service to the property owners in the Development. Such ordinances, rules, regulations and rates are subject to the approval of the Town Council of the Town of Howey-in-the-Hills, Florida. Rates charged to COMMUNITY or customers located in the Development shall be the same as the rates charged to the customers located within the boundaries of the TOWN, and for the same classification of service. All ordinances, rules, regulations, and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon COMMUNITY, upon any other entity holding by, through or under COMMUNITY; and upon any customer of the wastewater service provided to the Development by the TOWN.

SECTION 9. PERMISSION TO CONNECT REQUIRED. COMMUNITY shall not have the right to and shall not connect to the TOWN’s Wastewater System until payment of wastewater capital charges is received for such connection and approval for such connection has been granted by the TOWN, such approval not to be unreasonably withheld.

SECTION 10. CONSISTENCY OF WASTEWATER. The purpose of this provision is to comply with any sewer user/industrial pretreatment standards which apply to the CDD’s

publicly owned treatment works. COMMUNITY acknowledges and recognizes that in the operation and maintenance of the TOWN's Wastewater System, the TOWN has certain obligations to the CDD to protect the health, safety and welfare of the public and to prevent undue burden to the CDD's customers resulting from extraordinary discharges attributable to COMMUNITY or TOWN. COMMUNITY agrees that all wastewater collected by COMMUNITY and transmitted to the TOWN shall conform to the TOWN's and/or the CDD's published standards prior to introduction into the Collection and Transmission Facilities. No substance other than Residential Wastewater Strength, including but not limited to hazardous, flammable, toxic, and/or industrial constituents, regardless of the concentrations of such constituents, will be placed into the Collection and Transmission Facilities or the CDD's or TOWN's Wastewater System. Non-domestic wastes from commercial establishments may be introduced into the said wastewater systems only upon prior written approval from the TOWN and the CDD based on the TOWN's determination and CDD's determination that such non-domestic waste will not harm the said wastewater systems. Should any non-domestic wastes, grease or oils, including but not limited to, floor wax, paint, chlorides, or salt water be delivered through the Collection and Transmission Facilities, COMMUNITY will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the Collection and Transmission Facilities or property of third parties, including the CDD's wastewater system and property. The TOWN and the CDD shall have the right to sample COMMUNITY'S wastewater to verify compliance with this Agreement. In the event the TOWN or the CDD determine that the Development poses a threat of introducing chlorides, salt water, or similar constituents into the either the TOWN's Wastewater System or the CDD's wastewater system at levels determined by the TOWN or the CDD, in accordance with current industry standards, to be harmful to said systems, including but not limited to, the said systems' ability to provide effluent meeting reuse standards, and its acceptability as an irrigation supply source for vegetation, the TOWN or the CDD has the right to decline or discontinue service, or charge a higher rate due to increased treatment costs if applicable, to such property or customer and to require such pretreatment or other measures as are necessary to protect the integrity of the said systems. "Residential Wastewater Strength" means residential and commercial wastewater discharges exhibiting the following characteristics: biochemical oxygen demand of 300 mg/l or less, suspended solids of 300 mg/l or less, and pH between 6.0 and 9.0 or such other restrictions as established for residential wastewater strength by the Florida Department of Environmental Protection. Prohibited discharges include, but are not limited to, constituents that could cause a fire or explosion; solid or viscous substances which could obstruct flow or interfere with the system; or discharges containing any toxic pollutants.

SECTION 11. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER.

This Agreement shall be binding upon and shall inure to the benefit of COMMUNITY, the TOWN and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by COMMUNITY without the written consent of the TOWN first having been obtained. The TOWN agrees not to unreasonably withhold such consent.

SECTION 12. NOTICES; PROPER FORM.

a. For a notice or other communication under this Agreement to be valid, it must be in writing, and signed by the sending party, and the sending party must use one of the following

methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; or (3) nationally recognized overnight carrier, with all fees prepaid. Delivery via facsimile or e-mail is also permitted provided it is followed by delivery via one of the methods (1)-(3) above and any such delivery via facsimile or e-mail shall not be deemed to have been received pursuant to subsection 12.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to subsection 12.c.

b. For a notice or other communication under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party or to any other addresses designated by the receiving party in a notice in accordance with this section 12.

TOWN: The Honorable Martha MacFarlane
Mayor, Howey-in-the-Hills
(101 North Palm Ave. 34737)
P. O. Box 128
Howey-in-the-Hills, Florida 34737

for flushing: Public Services Director
316 W. Central Avenue
Howey-in-the-Hills, Florida 34737
352-324-2290

with a copy to: Heather M. Ramos
GrayRobinson, P.A.
(301 E. Pine Street, Suite 1400 32801)
P.O. Box 3068
Orlando, Florida 32802

COMMUNITY: Bishops Gate HOA
C/O Ben Pauluhn
26945 Bella Vista Dr.
Howey in the Hills, FL 34737

With a copy to: Scott A. Gerken
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

CDD (for flushing): Bud Beucher
Vice President & General Manager, Mission Inn Resort & Club
10400 County Road 48
Howey-in-the-Hills, FL 34737
352-324-3101
BudBeucher@missioninnresort.com

With a copy to: George Flint

Vice President, Governmental Management Services
Central Florida, LLC
201 E. Pine Street, Suite 950
Orlando, FL 32801
407-841-5524
gflint@gmscfl.com

c. A valid notice or other communication under this Agreement is effective when received by the receiving party.

d. A party desiring to change its address or contact person for notices must notify the other party at least ten days in advance, in accordance with the notice requirements of this Section.

SECTION 13. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of COMMUNITY and the TOWN shall survive the completion of the work of COMMUNITY with respect to completing the Collection and Transmission Facilities and the provision of wastewater services to any area of and to the Development as a whole.

SECTION 14. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between COMMUNITY and the TOWN, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between COMMUNITY and the TOWN. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the TOWN and it shall be and become effective immediately upon execution by both parties hereto. In the event that the TOWN or COMMUNITY is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the TOWN or COMMUNITY shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 15. DISCLAIMERS; LIMITATIONS ON LIABILITY.

15.1. STATUS. The parties deem each other to be independent contractors, and not agents of the other.

15.2. INDEMNIFICATION. With respect to the Collection and Transmission Facilities maintained and owned by the COMMUNITY, the COMMUNITY shall indemnify and hold harmless the TOWN, its Officers, Council Members, board members, employees and agents to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) to the extent caused by (i) breach of the terms of this Agreement by the COMMUNITY or any person or organization directly, or

indirectly, employed by the COMMUNITY in connection with such portions of the Collection and Transmission Facilities; (ii) violations of applicable law by any person or organization directly or indirectly employed by COMMUNITY or any person or organization directly, or indirectly, employed by the COMMUNITY in connection with such portions of the Collection and Transmission Facilities; (iii) injury or death of any third parties or damage to property to the extent attributable to the negligence or misconduct of the COMMUNITY or any person or organization directly, or indirectly, employed by the COMMUNITY in connection with such portions of the Collection and Transmission Facilities; or (iv) the negligence, recklessness, or intentional wrongful misconduct of the COMMUNITY and persons employed by the COMMUNITY in connection with such portions of the Collection and Transmission Facilities.

15.3. SOVEREIGN IMMUNITY. The liability and immunity of the TOWN is governed by the provisions of §768.28, Florida Statutes, and this Agreement does not extend the liability of TOWN or to waive any immunity enjoyed by TOWN under that statute. Any provisions of this Agreement determined to be contrary to §768.28 or to create any liability or waive any immunity except as specifically provided in §768.28 shall be considered void.

15.4. FORCE MAJEURE. The TOWN shall not be liable or responsible to the COMMUNITY by reason of the failure or inability of the TOWN to take any action it is required to take or to comply with the requirements imposed hereby or any injury to the COMMUNITY or by those claiming by or through the COMMUNITY, which failure, inability or injury is caused directly or indirectly by force majeure (as hereinafter set forth). The term “force majeure” as employed herein shall mean acts of god, strikes, lock-outs, or other industrial disturbance; acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics; breakdown of or damage to machinery, pumps, or pipe lines; landslides, earthquakes, fires, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints of any nature whether federal, state, town, municipal or otherwise, civil or military; civil disturbances; explosions, failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether federal, state, town, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of the town and which by exercise of due diligence the TOWN is unable to overcome.

15.5. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this agreement or an authorized successor or assignee thereof.

15.6. DISCLAIMER OF SECURITY. Notwithstanding any other provision of this Agreement, the COMMUNITY expressly acknowledges (1) that it has no pledge of or lien upon any real property (including, specifically, the town’s system), any personal property, or any existing or future revenue source of the TOWN (including, specifically, any revenues or rates, fees, or charges collected by the TOWN in connection with the TOWN’s Wastewater System) as security for any amounts of money payable by the TOWN under this agreement; and (2) that its

rights to any payments or credits under this agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of the TOWN, whether currently outstanding or hereafter issued.

SECTION 16. COVENANT NOT TO ENGAGE IN WASTEWATER SERVICE BUSINESS. The COMMUNITY, as a further consideration for this Agreement, agrees that it shall not (the words “shall not” being used in a mandatory definition) engage in the business of providing wastewater service to the Development during the period of time the Development is located within the TOWN’s utility service area, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the TOWN shall have the sole and exclusive right and privilege to provide wastewater service to the Development and to the occupants of each residence, building or unit constructed thereon.

SECTION 17. RECORDATION. This Agreement shall be recorded in the Public Records of Lake County, Florida at the expense of the COMMUNITY.

SECTION 18. 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 therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 19. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind the entity for which that person is signing.

SECTION 20. ARMS-LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. Notwithstanding any other section in this Agreement, the following Special Conditions are mutually agreed between COMMUNITY and the TOWN. In the event of a conflict between this Section 21 and the rest of the Agreement, Section 21 shall control.

21.1. Design and Construction of Facilities. As a condition of receiving wastewater service from TOWN, COMMUNITY shall perform or cause to be performed the design, permitting and installation of a sewer force main line and the Collection and Transmission Facilities as more specifically shown in **Exhibit “B”** attached to and incorporated herein by reference. The COMMUNITY shall also install a single submerged magnetic flow meter capable of measuring wastewater flow to be conveyed to the Town at a point specified by the Town. The Collection and Transmission Facilities shall be designed, constructed and installed pursuant to utility standards identified in the TOWN’s rules, regulations, resolutions, ordinances, manuals of practice, land development code, and TOWN approved plans.

21.2. Flushing the Collection and Transmission Facilities. The COMMUNITY, not the TOWN, shall be responsible for periodic flushing of the Collection and Transmission Facilities. Specifically, and as required from time-to-time in order to maintain the Collection and Transmission Facilities, the COMMUNITY shall (i) request and obtain permission, in writing, from the contacts in Section 12 for the CDD and the TOWN at least 24 hours prior to the scheduled flushing, (ii) provide the water in the amount required by the CDD for flushing the Collection and Transmission Facilities, and (iii) perform all requirements applicable to and necessary to complete the flushing at the sole cost of the COMMUNITY. All costs and charges of the flushing, or costs or charges related to or arising from such flushing shall be paid by the COMMUNITY.

21.3. Provision and Allocation of Wastewater Service Capacity. COMMUNITY acknowledges and agrees that, to provide retail wastewater service capacity, the TOWN is subject to certain requirements set forth in certain wholesale wastewater service agreements. On and after the Effective Date of this Agreement, wastewater service capacity shall be provided by the TOWN to COMMUNITY for service in the Development in the following manner and subject to the COMMUNITY'S compliance with the following terms and conditions:

(1) **Capacity Reservation by the Development.** The CDD has set aside and encumbered capacity, in its Wastewater System for the Development in the amounts set forth in **Exhibit "C"** attached hereto. To ensure that the Contribution-in-aid-of-Construction has been paid and that the wastewater-treatment demand of land development to be permitted from time to time by COMMUNITY within the Development does not exceed the treatment and disposal capacity available to the TOWN pursuant to the terms of the certain wholesale wastewater service agreements or in the amount set forth in **Exhibit "C"**, as a condition to the issuance of any building permit for the construction of a residence or commercial building within the Development, the COMMUNITY agrees to pay all applicable wastewater service capital, capacity, and connection fees and charges so as to enable the issuance by the CDD of a certificate assuring TOWN that, as required by Section 163.3180 of Florida Statutes, wastewater service will be available concurrent with the new development and that appropriate Contribution-in-aid-of-Construction has been paid.

(2) **Capacity Needs of the Development.** On and after the Effective Date of this Agreement, the TOWN shall accept and dispose of the wastewater as required to serve the Development via its wholesale wastewater service agreements in accordance with their terms so long as COMMUNITY pays all applicable rates, fees, and charges in a timely manner. The TOWN shall have no liability for any charges for the capital costs of capacity or any other capital costs associated with expanding the CDD's Wastewater System to serve the Development.

(3) **Technical and Operation and Maintenance Requirements.** The CDD will provide to TOWN the required system pressures and elevations to connect, along with any other applicable technical requirements for connection. Should service to Development necessitate modifying the wastewater main or any portion of the Collection and Transmission Facilities, the COMMUNITY shall be responsible for the payment of all such costs.

(4) **Delivery Pressure; Peak Flows; Usage.** COMMUNITY shall deliver Wastewater through the Collection and Transmission Facilities at a pressure to enable receipt of Wastewater into the CDD's Treatment Facilities without repumping.

21.4. Prior Notice. The COMMUNITY agrees to notify the TOWN in writing not less than thirty (30) days prior to estimated date of completion of construction of the force main and the date on which the COMMUNITY will require initial connection to the TOWN's Wastewater System. Upon receipt by TOWN of all required governmental clearances for the COMMUNITY's Collection and Transmission Facilities, the TOWN will permit connection of such facilities to the TOWN's Wastewater System.

21.5. No Precedent. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the COMMUNITY or other utility system extensions that may hereafter be required by COMMUNITY and which are not presently conferred by this Agreement.

IN WITNESS WHEREOF, COMMUNITY and the TOWN have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

Bishops Gate Homeowners' Association, Inc

By: _____

By: _____
Mr. _____, Its _____

ATTEST

Town of Howey-In-The-Hills

By: Town Council

By: _____
Town Clerk Dairian Burke

By: _____
Mayor Martha MacFarlane

Approved as to form and correctness:

Heather Ramos, Town Attorney

STATE OF FLORIDA
COUNTY OF LAKE

Draft November 13, 2019

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ as _____ of **Bishops Gate Homeowners' Association, Inc.** He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC – STATE OF FLORIDA

Printed Name: _____

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **Mayor Martha MacFarlane**, as Mayor of **Town of Howey-in-the-Hills**. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC – STATE OF FLORIDA

Printed Name: _____

My Commission Expires: _____

Draft November 13, 2019

Exhibit “A”
to
RETAIL WASTEWATER SERVICE AGREEMENT
for
BISHOPS GATE

[Description of Bishops Gate Property]

Draft November 13, 2019

Exhibit “B”
to
RETAIL WASTEWATER SERVICE AGREEMENT
for
BISHOPS GATE

[Description of Collection and Transmission Facilities]

Draft November 13, 2019

Exhibit “C”
to
RETAIL WASTEWATER SERVICE AGREEMENT
for
BISHOPS GATE

[Capacity Reservation by the Development]