

Policy 4.7A.1 to Policy 4.7A.13

Goal 4.7. To regulate urban sprawl by directing growth in a timely and efficient manner to areas with urban public facilities and services, where they are programmed to be available, at the levels of service adopted in this Plan.

Objective 4.7A. To concentrate higher densities and intensities of development in strategically located Primary Urban Service Districts, including commercial, industrial and residential development exceeding a density of two units per acre, where all public facilities are available or are programmed to be available at the base levels of service adopted in the Capital Improvements Element.

Policy 4.7A.1. Designation of land uses to support urban services. Martin County shall designate land uses in the Primary Urban Service District to provide for the use and extension of all necessary urban services efficiently and economically.

Policy 4.7A.2. Development in Primary Urban Service District. Martin County shall require new residential development with lots of one-half acre or smaller, commercial uses and industrial uses to locate in the Primary Urban Service District. This requirement is to ensure consistency with the County's growth management policies and Capital Improvements Element and to assure that the Plan's LOS standards will be provided and maintained cost-efficiently.

Policy 4.7A.3. Exceptions to location in the Primary Urban Service District. All future development of a use or intensity that requires public urban facilities, including water and sewer, will be permitted only in the Primary Urban Service District. The only exceptions are for the currently approved developments below:

- (1) Jonathan Dickinson State Park, as contained in Policy 10.1A.7. and Policy 11.1C.10.;
- (2) The Fort Dawson Parcel, as contained in Policy 10.1A.8. and Policy 11.1C.11.; and
- (3) The Indiantown DRI as provided in Policy 4.1F.7.
- (4) Lots 67, 68, 75, 89, 90, 119 through 122 and lots 191 through 220 of Canopy Creek PUD (f/k/a Tusawilla PUD as recorded in Plat Book 16, Pages 039-001 to 039-036, Public Records of Martin County, Florida).
- (5) Bridgewater Preserve as recorded in Plat Book 16, Pages 033-001 to 033-007, Public Records of Martin County, Florida. Any increase in residential density shall require approval by the Board of County Commissioners for a PUD Zoning Agreement and revised master/final site plan which is consistent with the Rural Density future land use designation and requires that the project connect to the existing potable water and sanitary sewer lines.
- (6) Seven J's Industrial Subdivision, as recorded in Plat Book 15, Page 97 and/or any replat or redevelopment of the property contained within the plat recorded in Plat Book 15, Page 97.
- (7) The County landfill, parcel number 07-38-40-000-00020-7.
- (8) Martingale Commons PUD f/k/a Palm City 95 PUD.
- (9) Sheriff's Shooting Range, parcel number 08-38-40-000-00011-0.
- (10) Parcel number 28-40-42-000-000-00020-5, parcel number 28-40-42-000-000-00040-1, parcel number 28-42-000-000-00011-0, and parcel number 21-40-42-004-000-00005-0 on S.E. Island Way.

Policy 4.7A.3.1. All future development of a use or intensity that requires public urban facilities, including water and sewer, will be permitted only within the Primary Urban Service District, except the following facilities may be served with water and sewer service by the City of Port St. Lucie:

- (1) The Martin Correctional Institution, consistent with an interlocal agreement between Martin County, the City of Port St. Lucie and the Florida Department of Corrections.

Policy 4.7A.4. Discouragement of individual utilities. Martin County shall discourage the proliferation of small, individual water treatment, wastewater disposal and solid waste disposal facilities. Package treatment plants shall be prohibited.

Policy 4.7A.5. Development options outside urban service districts. Martin County shall provide reasonable and equitable options for development outside the urban service districts, including agriculture and small-scale service establishments necessary to support rural and agricultural uses.

A small-scale service establishment shall be defined as a small, compact, low intensity development within a rural area containing uses and activities which are supportive of, and have a functional relationship with the social, economic and institutional needs of the surrounding rural areas.

Policy 4.7A.6. Any proposed amendment to either the Primary Urban Service District or the Secondary Urban Service District boundaries shall be considered only after the regular update to the Residential Capacity Analysis is completed and adopted by the Board of County Commissioners.

Policy 4.7A.7. Allowed alterations to the Primary Urban Service District boundary. The Primary Urban Service District boundaries delineated on Figure 4-2 (Urban Services District Boundary Map) are intended to separate urban from nonurban areas. The land uses and intensity of development permitted in the Primary Urban Service District and development in the district must have all public facilities and services at adopted LOS standards. Therefore, during consideration of any expansion, creation or contraction of these boundaries through the plan amendment process, the Board of County Commissioners must find that the requested alteration to the Primary Urban Service District boundary will:

Editor's note— Figure 4-2 is on file in the office of the Martin County Growth Management Department.

- (1) Not create any internal inconsistency with other elements of the adopted CGMP;
- (2) Not result in incompatibilities with adjacent land uses;
- (3) Not adversely impact environmental, natural, historical or archaeological resources, features or systems to a degree that is inconsistent with this Plan;
- (4) Be consistent with Goal 4.9 relating to appropriate residential land use capacities;
- (5) Demonstrate that reasonable capacity does not exist on suitable land in the existing Primary Urban Service District for the 15-year planning period. For the purpose of this subsection, "reasonable" means available for development from the standpoint of environmental concerns, efficient use and expansion of public facilities and services, or availability of development sites in relationship to the projected needs of the population;
- (6) Demonstrate that the land affected is suitable for urban uses; at a minimum, unsuitable uses include environmentally sensitive areas (to the degree they are protected by this Plan), prime agricultural areas, prime groundwater recharge areas and critical habitat for endangered or threatened species. This criterion is not intended to preclude development of surrounding lands provided that the unsuitable areas are fully protected;
- (7) Demonstrate that the full range of urban public facilities and services can be economically and efficiently supplied at the adopted LOS standards; and
- (8) Be consistent with the adopted Capital Improvements Element.

Policy 4.7A.8. Extension of boundaries. Boundaries may extend beyond the established delineation or to major boundaries, such as railroads, water bodies or transportation corridors, to a maximum distance of 660 feet, providing that such extensions are consistent with all provisions of the adopted CGMP. Any additional extension must be approved through a comprehensive plan amendment.

Policy 4.7A.9. Rehabilitation of existing structures. Martin County shall maximize the use of existing public facilities by encouraging rehabilitation and adaptive reuse of existing structures as an in-fill strategy. This shall include redevelopment or adaptive reuse of shopping centers as discussed under Objective 4.10C.

Policy 4.7A.10. Priority for public services. In providing public services and facilities and allocating public financial resources for them first priority shall be given to serve the Primary Urban Service District. Second priority shall support the staged development of suitable lands in the Secondary Urban Service District at densities specified in Policy 4.7B.1. or as they are converted to the Primary Urban Service District.

Public services that support or encourage urban development in other areas shall not be provided, unless approved on a case by case basis as part of an amendment to the CGMP, or except for improvements necessary to remedy an existing deficiency. Priorities in this policy shall be established within the existing priority framework of the Capital Improvements Element. In each of its nine priority rankings, capital needs in the Primary Urban Service District shall be satisfied first. Similarly, needs in the Secondary Urban Service District shall be addressed prior to existing deficiencies in other areas. The term "staged" development shall mean the geographic, logical progression of land use from more intensively developed areas adjacent to the Primary Urban Service District to the lesser developed, lower density areas of the Secondary Urban Service District.

Policy 4.7A.11. Fiscally sound methods for encouraging in-fill development. The County shall consider recommendations from the Affordable Housing Advisory Committee and others in developing fiscally sound means to encourage in-fill development on vacant lands in Primary Urban Service Districts where private reinvestment and development may not be appealing without public encouragement.

Policy 4.7A.12. Outlying areas of the Primary Urban Service District. Martin County recognizes the following detached, outlying areas that meet the use and/or density criteria of the Primary Urban Service District but either (1) are subject to the waiver provisions in the Future Land Use Element or (2) existed before adoption of the 1982 Comprehensive Plan. These areas will not receive the same level of urban services as provided for the contiguous areas in the main Primary Urban Service District:

- (1) Mobile home park area south of C.R. 714 between I-95 and S.R. 76A;
- (2) Mobile home park area east of S.R. 76A immediately north of the intersection of S.R. 76A and Citrus Blvd. (S.R. 726).

Policy 4.7A.13. Public schools in urban service districts. Public schools shall be an allowable use in the Primary Urban Service District. Public schools may be allowed in the Secondary Urban Service District based on a demonstration of need. 4.7A.14

FILE COPY

**FIRST AMENDMENT
TO
WATER AND WASTEWATER SERVICE AGREEMENT
SOUTH FORK HIGH SCHOOL**



THIS FIRST AMENDMENT is made this 8 day of July, 2002 by and between Martin County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and Martin County School District, hereinafter referred to as "MCSD".

WHEREAS, the COUNTY and MCSD entered into a Water and Wastewater Service Agreement dated April 12, 2002 for the purpose of providing potable water and wastewater service to MCSD's facility South Fork High School.

WHEREAS, Section 6 of the above referenced Agreement provided for the obligations of MCSD to design, construct and install water and wastewater service lines, at its own expense, over MCSD's property in order to connect with COUNTY's utility lines.

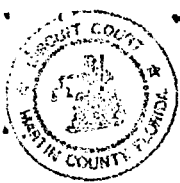
WHEREAS, the parties agree that it is in the best interest of the parties as wells the citizens of Martin County, for the COUNTY to construct and install the water and wastewater lines over, through, under, across and past MCSD's property subject to payment and reimbursement by MCSD of all costs, expenses and fees incurred by COUNTY for such project.

WHEREAS, Section 12 of the April 12, 2002 Agreement provides for the amendment of the Agreement by written document authorized, executed and delivered by both parties thereto.

NOW, THEREFORE, for good and valuable consideration, the parties intending to be legally bound, hereby agree as follows:

1. Section 6 Obligations of MCSD is hereby deleted in its entirety.
2. The following language shall be inserted as follows:
 6. Obligations of COUNTY and MCSD

6.1. It is the obligation of MCSD at its expense to design the plans for the installation of water and wastewater lines over, through, under, across and past its property in accordance with plans, specifications and engineering data as submitted by MCSD's registered Engineer to be approved by the regulatory agencies having jurisdiction over the subject matter and by the County's Director of Utilities and Solid Waste or his designated representative. The COUNTY agrees to construct and install at the sole cost and expense of MCSD water and wastewater service lines over, through, under, across and past MCSD's property in accordance with MCSD's plans, specifications and engineering data as submitted by a Florida registered engineer to be approved



by the regulatory agencies having jurisdiction over the subject matter and by the COUNTY's Utilities and Solid Waste Director or his designated representative. Such water and wastewater services lines shall be connected to the COUNTY's existing water and wastewater service lines at MCSD's sole expense, and shall comply with the COUNTY's Minimum Standards for Construction.

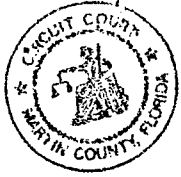
6.2. The MCSD shall, at the sole cost and expense of MCSD, retain the services of the same Florida registered engineer who prepared plans and specifications, for the purpose of providing necessary inspections and supervision of the construction work to insure that construction is at all times in compliance with accepted sanitary engineering practices and the approved plans and specifications. Should there subsequently be cause or reason for the MCSD to engage the services of another Florida registered engineer with respect to the water and wastewater service lines that are the subject of this Agreement, MCSD must notify the COUNTY within five (5) days of such engagement.

6.3. Prior to the COUNTY undertaking the above described project, MCSD agrees to pay the sum of \$393,358.10 representing the estimated cost of construction for the project. Provided, however, MCSD agrees to reimburse the COUNTY in full for any and all additional costs expenses incurred by COUNTY for such project, the MCSD agrees to submit reimbursement to the COUNTY within thirty (30) days of receipt of the COUNTY's request for reimbursement which shall be accompanied by applicable invoices, receipts or other documentation of costs. County will remit any surplus funds to MCSD, if actual construction costs are less than the above estimated amount.

6.4. Prior to the COUNTY undertaking the above described project, MCSD agrees to execute a construction easement for the COUNTY utilizing the form attached hereto as Exhibit "D" attached hereto and incorporated herein.

6.5. The work to be performed by the COUNTY pursuant to the provisions set forth herein shall be in accordance with all requirements of the regulatory agencies having jurisdiction over the subject matter of the Agreement.

6.6. When the water and wastewater service systems have been satisfactorily installed, inspected, tested, and approved in writing by the engineer, together with the COUNTY's Utilities and Solid Waste Director or his authorized representative, COUNTY will thereafter provide maintenance of the water system, and the wastewater services systems up to and including the lift station adjacent to the school buildings. Provided, however, such maintenance shall not include the fireline backflow prevention device. MCSD agrees to execute an easement to COUNTY for the above described maintenance repairs to the water and water systems which easement shall be in the form attached hereto as Exhibit "C". The obligations of COUNTY to maintain the water and wastewater services systems will not take effect,



however, until such time as MCSD has furnished the as-built drawings prescribed in paragraph 6.7.1. below.

6.7. The following are the required documents and other information that must be executed and received by COUNTY in order to accept a water and/or wastewater service system and provide service:

6.7.1. MCSD shall, at their expense, and at no cost to the COUNTY, furnish to the COUNTY one (1) complete set of reproducible as-built drawings of the completed works or installation on mylar or on such other transparent material as approved by the COUNTY plus two (2) sets of as-built prints made from the original as-built drawing. The as-built drawing on transparent material and the prints shall be certified and sealed by a Florida registered engineer and must show all pertinent information thereon. As-built drawings to include information as to easements, correct location of all mains, service grades, invert elevations, heights related to known datum, and all appurtenances belonging to the completed works or installations, at option of the COUNTY, shall also be certified and sealed by a Florida registered professional land surveyor. The as-built drawings and all information shown thereon shall be to the approval of the COUNTY.

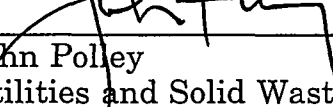
6.7.2. Recorded easements with survey attached.

6.7.3. When the COUNTY receives all the above documents and approves the system, the COUNTY will provide a letter of acceptance. MCSD may apply for meters and installation of meters within ten (10) working days.

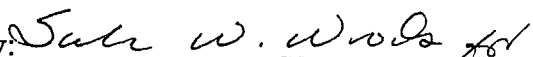
IN WITNESS WHEREOF, THIS FIRST AMENDMENT to Agreement has been fully executed on behalf of the parties and have set their hand and seal; as of the date set forth above.

COUNTY:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By: 
John Polley
Utilities and Solid Waste Director

APPROVED AS TO FORM AND
CORRECTNESS:

By: 
Stephen Fry, County Attorney



THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

The School Board of Martin County, Florida has adopted this Interlocal Agreement between itself and the Martin County Board of County Commissioners at its regularly scheduled public meeting held on the 8 day of July, 2002.

Signed by the Chair of the School Board and attested to by the Superintendent of Schools as Secretary to The School Board this 8 day of July, 2002.

ATTEST:

Sara A. Wilcox David Anderson
Sara A. Wilcox, Superintendent David Anderson, Chairman

Approved as to Form and Correctness:

Douglas Griffin
Douglas Griffin, School Board Attorney

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 8 day of July, 2002, by David Anderson, and Sara Wilcox Secretary, of Martin County School District (name of corporation) personally known to me or have produced _____ (type of identification) as identification.

WITNESS my hand and official seal at Martin County, Florida this 8 day of July, 2002.

Lori McWilliams
Notary



Lori McWilliams
MY COMMISSION EXPIRES:
OCTOBER 18, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

(SEAL)

MARTIN CO UTILITIES
PO BOX 9000

STUART

FL 34995-9000

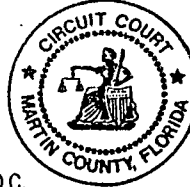
STATE OF FLORIDA
MARTIN COUNTY

THIS IS TO CERTIFY THAT THE
FOREGOING 5 PAGES IS A TRUE
AND CORRECT COPY OF THE ORIGINAL.

MARSHA EWING, CLERK

BY 1 CDR D.C.

DATE 7.31.02



RECEIVED

J4 232002

UTILITIES & SOLID WASTE
-DEPARTMENT

The School Board of Martin County Stuart, Florida

Check No. **000189367**

Invoice Date	Invoice Number	Purch. Order		Amount
07/18/2002	WATER/SEWER SFHS	03000710		393358.10
TOTAL AMOUNT				\$393,358.10

Check Date 07/18/2002

Vendor No. V0000031272

TOTAL AMOUNT

\$393,358.10

PLEASE DETACH BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A MULTICOLORED BACKGROUND ON WHITE PAPER



*The School Board of Martin County
Stuart, Florida*

**Riverside National Bank
of Florida
Stuart, Florida 34994**

63-1114
670

Check No. 000189367

Date 07/18/2002

MATCH THE AMOUNT IN WORDS WITH THE AMOUNT IN NUMBERS

\$393.358.10

Pay THREE HUNDRED NINETY THREE THOUSAND THREE HUNDRED FIFTY EIGHT AND 10/100

To The MARTIN CO UTILITIES
PO BOX 9000

This Warrant is voided after 90 days

Sara A. Hilcox
Daniel G. Anderson

STUART FL 34995-9000

Please Initial
County: FM
Developer: DF

WATER AND WASTEWATER SERVICE AGREEMENT
Christ Fellowship

THIS AGREEMENT made this 14th day of APRIL, 2014, by and between MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **Christ Fellowship Church, Inc.** hereinafter referred to as "DEVELOPER".

WHEREAS, DEVELOPER is the owner of a parcel of land within the COUNTY's water and wastewater consolidated system service area and is desirous of purchasing water and wastewater treatment service from COUNTY; and

WHEREAS, COUNTY has sufficient capacity to supply DEVELOPER with service;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is acknowledged, and intending to be legally bound, the parties covenant and agree as follows:

1. GENERAL PURPOSE

The general purpose of this Agreement is to provide water and wastewater treatment service to **Christ Fellowship** development legally described in Exhibit "A" attached hereto and made a part hereof.

2. MARTIN COUNTY WATER AND SEWER ORDINANCE

All of the terms and conditions of the Code of Laws and Ordinances of Martin County, Chapter 31, Water and Sewers, as may be amended from time to time, are hereby incorporated by reference in this Agreement.

3. EQUIVALENT RESIDENTIAL CONNECTIONS (ERCs) RESERVED; PAYMENT OF CAPITAL FACILITY CHARGES (CFCs), RIVER CROSSING SURCHARGES AND SYSTEM AVAILABILITY CHARGES (SACs)

3.1 COUNTY shall reserve 6 ERCs for water and 6 ERCs for wastewater service to DEVELOPER. DEVELOPER agrees to pay for said ERCs according to the following schedule:

<u>6</u> Potable Water CFCs - <u>6</u> X \$1710/ERC:	\$ 10,260.00
<u>0</u> Potable Water CFCs for Irrigation - <u>0</u> X \$1710/ERC:	\$.00
<u>6</u> Wastewater CFCs - <u>6</u> X \$2100/ERC:	\$ 12,600.00
<u>12</u> Engineering Review Fees - <u>12</u> X \$70/ERC:	\$ 840.00
Recording Fee's:	\$ 150.00
Total:	\$ 23,850.00

INSTR # 2451914 OR BK 2714 PG 1716 RECD 04/28/2014 01:54:56 PM
(14 Pgs)
CAROLYN TIHMANN MARTIN COUNTY CLERK
DEED DOC \$0.00, MTG DOC \$0.00, INTANGIBLE \$0.00

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Developer: SA

- 3.2 The charges for reserved ERCs shall include the Capital Facility Charge (CFC) and the river-crossing surcharge if applicable. DEVELOPER agrees to pay the current CFC being imposed by COUNTY at the time of payment for each group of ERCs.
- 3.3 DEVELOPER agrees to pay the effective monthly service availability charge (SAC) for each and all ERCs reserved for DEVELOPER beginning on the date this Agreement is approved by COUNTY. No certificate of occupancy shall be issued while any SAC payments required under this Agreement remain unpaid or are delinquent.
- 3.4 In addition to any other obligations of this Agreement, DEVELOPER may be required by COUNTY to make modifications to COUNTY's water and wastewater system because of the development's impact on the system. The modifications are set forth in Exhibit "B" attached hereto and made a part hereof and shall be performed by DEVELOPER prior to the issuance of the first certificate of occupancy, unless otherwise stated in this Agreement.
- 3.5 No Martin County Building Permit shall be issued to DEVELOPER or its agents for any unit unless and until DEVELOPER has paid for ERCs for said unit and all monthly system availability charges required by this Agreement. Written approval by Martin County Utilities and Solid Waste Department shall be required prior to the issuance of any building permit.
- 3.6 Cost Reimbursement for Accounting, Administrative, Engineering and Legal Cost Reimbursement:

The DEVELOPER agrees to pay COUNTY upon execution of this Agreement the sum of Seventy Dollars (\$70.00) per ERC wastewater connection and Seventy Dollars (\$70.00) per ERC water connection for the agreed amount of proposed Equivalent Residential Connections (ERCs) to cover accounting, administrative, engineering and legal costs prudently incurred by COUNTY in the execution of performance of this Agreement.

In the event of DEVELOPER default, as defined in Paragraph 14, DEVELOPER shall forfeit all sums paid as an advance deposit and DEVELOPER and COUNTY agree that because actual damages to COUNTY are indeterminable and incapable of being defined, COUNTY shall be entitled to retain as liquidated damages all funds paid.

The DEVELOPER shall pay a Geographic Information System (GIS) update fee of \$0.75 per linear foot of utility pipeline to be installed for the project both on and off site and a parcel map update fee of \$400 per plat plus \$7.00 per lot or subdivided parcel. Prior to the Utility Department's

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final acceptance, the DEVELOPER shall provide the Utility Department with a copy of the final plat in a digital AutoCad release 14 "DWG" file format, georeferenced to the state plane coordinate system in accordance with the current plat ordinance.

DEVELOPER further agrees to pay recording fees for this document and the Bill of Sale to be submitted as a condition of this Agreement. The amount of these fees is based upon the number of pages to be recorded and the current fee structure set out by the COUNTY's Clerk of the Circuit Court.

4. CONNECTION CHARGES

Every user of COUNTY's water and wastewater system shall pay the connection charge in effect on the date the connection request is made.

5. POINTS OF DELIVERY

5.1 The water furnished to DEVELOPER hereunder will be delivered by COUNTY and will be accepted and received by DEVELOPER at the time the meters are installed in the development by COUNTY upon acceptance of application for connection. The size and location of the meters shall be determined by the COUNTY.

5.2 Under no circumstances shall COUNTY provide water and/or wastewater service to an area encompassed under this DEVELOPER's Agreement when, in fact, that area has not been completed, tested, certified, approved and accepted by the COUNTY in accordance with this Agreement.

6. OBLIGATIONS OF DEVELOPER

6.1 It will be the obligation of the DEVELOPER, at his expense, to design, construct and install water and wastewater service lines over, through, under, across and past DEVELOPER's property in accordance with plans, specifications and engineering data as submitted by a Florida registered engineer to be approved by the regulatory agencies having jurisdiction over the subject matter and by the COUNTY's Utilities and Solid Waste Director or his designated representative. Such water and wastewater service lines shall be connected to the COUNTY's existing water and wastewater service lines at DEVELOPER's expense, and shall comply with the COUNTY's Minimum Standards for Construction.

6.2 DEVELOPER shall, at his expense, retain the services of the same Florida registered engineer who prepared plans and specifications, for the purpose of providing necessary inspections and supervision of the construction work to insure that construction is at all times in compliance with accepted

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sanitary engineering practices and the approved plans and specifications. A copy of each field report shall be submitted to the COUNTY as each inspection is made. Should there subsequently be cause or reason for the DEVELOPER to engage the services of another Florida registered engineer with respect to the water and wastewater service lines that are the subject of this Agreement, DEVELOPER must notify the COUNTY within five (5) days of such engagement.

- 6.3 DEVELOPER will arrange for a pre-construction meeting to be attended by the COUNTY's Utilities and Solid Waste Director or his authorized representative and the DEVELOPER or DEVELOPER's engineer and contractor. Notification of such meeting shall be made in writing and received by all parties no less than seventy-two (72) hours in advance of, and such meeting shall be held at least twenty-four (24) hours prior to the start of any and all phases of construction.
- 6.4 The work to be performed by DEVELOPER, as provided for above, may not commence until all plans and specifications covering the work to be performed are approved in writing by the COUNTY's Utilities and Solid Waste Director or his authorized representative.
- 6.5 DEVELOPER will notify the COUNTY before any construction is begun and at the times when inspection will be required. Said notification shall be made in writing and shall be received by COUNTY at least twenty-four (24) hours in advance of the time construction is to begin or inspections are to be made.
- 6.6 During construction, at the time when periodic inspections are required, COUNTY's Utilities and Solid Waste Director or his authorized representative, together with DEVELOPER's engineer, will be present to observe and jointly witness tests for determination of conformance to approved plans and specifications.
- 6.7 The work to be performed by DEVELOPER, pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies having jurisdiction over the subject matter of the Agreement.
- 6.8 When the water and wastewater service systems have been satisfactorily installed, inspected, tested, and approved in writing by the DEVELOPER's engineer, together with the COUNTY's Utilities and Solid Waste Director or his authorized representative, COUNTY will thereafter maintain the water and wastewater service systems up to and only within granted easements upon DEVELOPER's property without cost to DEVELOPER. The obligations of COUNTY to maintain the water and wastewater service systems will not take effect, however, until such time as DEVELOPER

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Developer: SA

has conveyed title to the systems to the COUNTY; and furnished the as-built drawings prescribed in Paragraph 6.9.1 below, and the 12 month maintenance bond has expired.

- 6.9** The following are the required documents, equipment and other information that must be executed and received by COUNTY in order to accept a water and/or wastewater service system and provide service:
- 6.9.1.** DEVELOPER shall, at his sole expense, and at no cost to the COUNTY, provide one 4" vacuum Assisted, dry priming sewage pump(s) for each lift station(s) that are constructed and dedicated to the COUNTY pursuant to this agreement. The specifications for the 4" vacuum Assisted, dry priming sewage pump(s) are described in the Martin County Utilities and Solid Waste Department Minimum Design and Construction Standards.
- 6.9.2.** DEVELOPER shall, at his expense, and at no cost to the COUNTY, furnish to the COUNTY one (1) complete set of reproducible as-built drawings of the completed works or installation on mylar or on such other transparent material as approved by the COUNTY plus two (2) sets of as-built prints made from the original as-built drawing. The as-built drawing on transparent material and the prints shall be certified and sealed by a Florida registered engineer and must show all pertinent information thereon. As-built drawings to include information as to easements, correct location of all mains, service grades, invert elevations, heights related to known datum, and all appurtenances belonging to the completed works or installations, at option of the COUNTY, shall also be certified and sealed by a Florida registered professional land surveyor. The as-built drawings and all information shown thereon shall be to the approval of the COUNTY.
- 6.9.3.** Final acceptable inspection by the COUNTY Utilities and Solid Waste Department (Item 6.9.1 above must be received prior to final inspection).
- 6.9.4.** Bacterial samples collected by the COUNTY and approved by regulatory agency.
- 6.9.5.** Florida registered engineer certification that system has been constructed according to approved plans.
- 6.9.6.** Regulatory agency approval for service by letter of permit.
- 6.9.7.** Notarized Bill of Sale from DEVELOPER in a form approved by the COUNTY.

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- 6.9.8. Itemized cost list, certified by a Florida registered engineer, of materials used in construction of the water and wastewater systems installed by the DEVELOPER/Contractor.
- 6.9.9. Release of Liens and Statement of Warranty from DEVELOPER/Contractor and equipment suppliers.
- 6.9.10. Release of Lien by project engineer and surveyor.
- 6.9.11. Recorded easements with survey attached.
- 6.9.12. Approved recorded plats if applicable.
- 6.9.13. Maintenance bond or letter of credit from any United States banking institution with an office in Florida for guarantee of maintenance for 12 months following acceptance by the COUNTY as follows:

BOND REQUIREMENT FORM

The bond or letter of credit shall be in the following amount:

- a. 100% of the first \$5,000 of improvements; plus
- b. 10% of the balance of the cost of improvements; plus

Maintenance bonds or letters of credit shall contain the following terms:

If at any time before one (1) year from the date of final acceptance of the work, defects therein shall be found, the DEVELOPER shall promptly correct such defects and remove and dispose of all defective or unsatisfactory work or materials, in accordance with the approved plans. Previous inspection of such work will not relieve DEVELOPER of the responsibility for good work or materialism, although the defects may have been overlooked by the engineer of their COUNTY or may have been the result of damage from any cause.

Should DEVELOPER fail or refuse to remove and renew any defective work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the approved plans within the time specified in writing by the COUNTY. The COUNTY shall have the authority to cause the unacceptable or defective work to be removed and renewed, or such repairs as may be necessary to be made, at DEVELOPER's expense. In an emergency situation, the COUNTY may make emergency

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Developer: SA

repair at DEVELOPER's expense, without providing notice to DEVELOPER.

All equipment, materials and installation thereon which are furnished by DEVELOPER shall be guaranteed by DEVELOPER and his surety, through the performance and maintenance bond, against defective workmanship, mechanical and physical defects, leakage, breakage, and other damages and failure, under normal use and operation for a period of one year from and after the date of final acceptance by the COUNTY.

6.9.14. When the COUNTY receives all of the above documents, equipment and approves the system, the COUNTY will provide a letter of acceptance. The Contractor's guarantee will begin on that date and the service to be provided by the COUNTY shall commence. DEVELOPER may apply for meters and installation of meters within ten (10) working days.

7. COUNTY TO FURNISH WATER

The COUNTY shall make its best efforts to furnish water of the quality and purity meeting the standards required by the Florida Department of Health and Rehabilitative Services, the COUNTY Health Department and any other regulatory agency having jurisdiction. The COUNTY shall make its best efforts to supply, at all times, for the use of each of the properties connected to its water system, a quantity of water under adequate pressure satisfactory for domestic use at the customer's side of the meter.

8. RATE STRUCTURE

The COUNTY covenants and agrees to charge DEVELOPER, his successors and assigns, the same rates that the COUNTY charges other users in the COUNTY water and wastewater system.

Notwithstanding any provision in this Agreement, the COUNTY may establish, amend or revise from time to time rates and/or rules and regulations covering water and wastewater service by the COUNTY. Any such initial or future lower or increased rates, rate schedules, and rules and regulations establish, amended or revised, and enforced by the COUNTY, shall be binding on DEVELOPER, upon any person or other entity holding by, through or under DEVELOPER, and upon any user of the water and wastewater service provided to DEVELOPER by the COUNTY.

9. NO ASSIGNMENT OR SALE OF RIGHTS

DEVELOPER may not assign or sell any of its rights or obligations under this Agreement without the express written consent of the COUNTY, which consent shall not be unreasonably withheld. The Reserve Service Availability under this

Please Initial
County: gjm
Developer: SA

Agreement may not be transferred from the property described in Exhibit "A" to any other property except with the consent of the COUNTY and under such conditions as shall reasonably be required.

10. PRIORITY

Reserved

11. RECORDATION

A copy of this Agreement, by the COUNTY at DEVELOPER'S sole cost and expense, shall be filed in the Public Records of Martin County, without the plans and specifications referred to in "Exhibit "B."

12. PROJECT APPROVAL

Nothing in this Agreement shall be considered approval by the COUNTY of any part of DEVELOPER's proposed project.

13. MODIFICATION, INTERPRETATION, BINDING NATURE

This Agreement may be amended only by written documentation, properly authorized, executed and delivered by both parties hereto. All interpretations shall be governed by the laws of the State of Florida. Waiver of any breach shall not constitute waiver of any other breach. Invalidity of any portion of this Agreement shall not automatically invalidate the entire Agreement. This Agreement shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors or assigns of the parties hereto.

14. DEFAULT

Upon failure of the DEVELOPER to pay any monies due under this Agreement for a period greater than thirty (30) days from the date they became due, the COUNTY shall send DEVELOPER a letter by registered or certified mail demanding payment in full within thirty (30) days. Upon failure of DEVELOPER to make the full payment due within the stated period, the COUNTY Board of County Commissioners or designee may declare this Agreement terminated. Upon termination of this Agreement by the COUNTY, as provided for therein, no further service capacity shall be reserved nor shall any further COUNTY building permits or certificates of occupancy be issued for the project described herein.

DEVELOPER shall pay an interest penalty on all monies past due for any period greater than thirty (30) days. Said interest penalty shall equal the U.S. prime rate as published by the Wall Street Journal at the time of default plus three (3%) percent.

Please Initial
County: nm
Developer: SA

15. NOTICE

Until further written notice by either party to the other, all notices provided for therein shall be in writing and transmitted by messenger, by mail or by telegram, and if to the COUNTY, shall be mailed or delivered to the COUNTY at:

Martin County Board of County Commissioners
c/o Utilities and Solid Waste Department
P. O. Box 9000, Stuart, FL 34995-9000

with required copy to:

Martin County Attorney		Martin County Administrator
2401 S.E. Monterey Road	and	2401 S.E. Monterey Road
Stuart, FL 34996-3397		Stuart, FL 34996-3397

and if to DEVELOPER, shall be mailed or delivered to:

Christ Fellowship Church, Inc.
5343 Northlake Boulevard
Palm Beach Gardens, Florida 33418
(561) 799-7603

and

Leo Abdella
Christ Fellowship Church, Inc.
5343 Northlake Boulevard
Palm Beach Gardens, Florida 33418
(561) 799-7603
leoa@cftoday.org

Please Initial

County: HM

Developer: SA

IN WITNESS WHEREOF, this agreement has been fully executed on behalf of the parties and hereto have set their hand and seal as of the date first set forth above.

COUNTY:

Board of County Commissioners
Martin County, Florida

By: [Signature]
John Polley
Utilities and Solid Waste Director

Approved as to Form and Correctness:

By: [Signature]
Michael D. Durham
County Attorney

Unofficial Copy

Please Initial

County: Wm

Developer: SV

(CORPORATE)

IN WITNESS WHEREOF, the parties hereto have set their hand and seal as of the date first set forth above.

[Signature]
Witness Signature

[Signature]
Witness Printed Name

DEVELOPER:

[Signature], Treasurer
Authorized Agent Signature

STEPHEN P. AUSTIN, Treasurer/Director
Authorized Agent Printed Name and Title

SECRETARY

Witness Signature

Witness Printed Name

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 14 day of April, 2014, by Stephen Austin, Treasurer President, and [Signature] Secretary, of Christ Fellowship (name of corporation), personally known to me or have produced known (type of identification) as identification.

WITNESS my hand and official seal at Palm Beach County, Florida this 14th day of April, 2014.

[Signature]
Notary

My commission

(SEAL)



Note: Florida Statutes requires one of the following: corporate officer's signature attested by the corporate secretary and corporate seal applied; or, corporate officer's signature and corporate seal applied and one witness; or, corporate officer's signature and two witnesses.

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Developer: SA

EXHIBIT "A" LEGAL DESCRIPTION

All of Tracts 1, 2, 7, 8, 9, 10 and the North three quarters of Tracts 15 and 16, Section 17, Township 39 South, Range 41 East, Tropical Fruit Farms, according to the Plat thereof, as recorded in Plat Book 3, Page 6, of the Public Records of Palm Beach County (Now Martin County), Florida;

Together with the South 834.49 feet of that part of Tracts 15 and 16, Section 8, Township 39 South, Range 41 East, of said Plat of Tropical Fruit Farms, lying Westerly of the right-of-way for Florida's Turnpike;

Excepting therefrom the right-of-way deeded to Martin County in Deed Book 42, Page 517 and Deed Book 42, Page 524, of the Public Records of Martin County, Florida;

Also excepting the rights-of-way deeded to Martin County in Official Record Book 111, Page 546 and Official Record Book 111, Page 551, and Official Record Book 111, page 556, all of the Public Records of Martin County, Florida;

Also excepting the right-of-way for the South Fork High School access road, recorded in Official Record Book 494, Page 2683, of the Public Records of Martin County, Florida;

Also excepting the 40 foot posted and viewed right of way (Kansas Avenue) by declaration of the County Commissioners of Palm Beach County September 5, 1923.

ALL OF THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND BEING COMPRISED OF ALL OF TRACTS 1, 8, AND 9, AND A PORTION OF TRACTS 2, 7, 10, 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; TOGETHER WITH A PORTION OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. IN ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH 02°15' 47" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17, A DISTANCE OF 461.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 89°57'57" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.08 FEET TO A POINT BEING ON A LINE LYING 100.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17 AND THE POINT OF BEGINNING; THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 3,840.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4,683.75 FEET, A CENTRAL ANGLE OF 08°22'46" FOR A DISTANCE OF 684.99 FEET TO A POINT BEING ON A LINE LYING 50.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17; THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 317.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 17, ALSO BEING THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THE PRECEDING THREE (3) COURSES AND DISTANCES BEING COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE FOR PRATT & WHITNEY ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 111, PAGE 556,

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EXHIBIT "A"
LEGAL DESCRIPTION
(Continued)

OFFICIAL RECORD BOOK 111, PAGE 551, OFFICIAL RECORD BOOK 111, PAGE 546 AND DEED BOOK 42, PAGE 524 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 89°59'32" WEST ALONG SAID NORTH LINE, A DISTANCE OF 30.03 FEET TO A POINT BEING ON A LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE 40 FOOT WIDE POSTED AND VIEWED RIGHT-OF-WAY FOR KANSAS AVENUE BY THE DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DATED SEPTEMBER 5, 1923; THENCE NORTH 01°58'42" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 834.99 FEET TO A POINT BEING ON A LINE LYING 834.49 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8; THENCE NORTH 89°59'32" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2,218.93 FEET TO A POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE FOR THE SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE) AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR THE SUNSHINE STATE PARKWAY AS PREPARED BY SMITH & GILLESPIE, CONTRACT NUMBER 5.1, SHEET 4 OF 6, DATED JUNE 15, 1955; THENCE SOUTH 22°15'27" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 665.97 FEET TO A POINT BEING ON THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8; THENCE SOUTH 03°46'16" WEST ALONG SAID EAST LINE, A DISTANCE OF 218.59 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 00°42'48" WEST ALONG THE EAST LINE OF SAID SECTION 17, ALSO BEING THE EAST LINE OF TRACTS 1, 8, 9 AND 16, TROPICAL FRUIT FARMS, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 4,841.57 FEET TO A POINT BEING ON THE NORTH LINE OF SAID 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 89°57'57" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2,536.54 FEET TO THE POINT OF BEGINNING, SAID LANDS SITUATE, LYING AND BEING IN MARTIN COUNTY, FLORIDA

Parcel Identification Nos: 08-39-41-000-015-00020-9
08-39-41-000-015-00030-0
17-39-41-000-001-00000-4
17-39-41-000-002-00000-2
17-39-41-000-007-00010-9
17-39-41-000-008-00010-7
17-39-41-000-008-00020-5

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County: BM
Developer: SA

EXHIBIT "B"

DESCRIPTION OF FACILITIES TO BE BUILT BY THE DEVELOPER

To that certain Agreement by and between MARTIN COUNTY and Christ Fellowship Church, Inc. dated the 14 day of April, 2014, consists of plans and specifications made by:

The MilCor Group, Inc.
Melissa G. Corbett, P.E.
6526 South Kanner Highway
#236 Stuart, Florida 34997
(772) 223-8850
melissac@themilcorgroup.com

the originals of which will be filed separately with MARTIN COUNTY and are incorporated herein by reference.