

**CAPACITY FEE PREPAYMENT AGREEMENT**  
**Terms and Conditions**  
**(Commercial/Multi-Family)**

THIS CAPACITY FEE PREPAYMENT AGREEMENT FOR WATER, SEWER AND/OR IRRIGATION CAPACITY FEES (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among JEA, a body politic and corporate ("JEA"), and **Developer Name** ("Developer/Owner").

RECITALS:

1. JEA Plant Capacity Fees will increase beginning on April 1, 2022. In efforts to minimize the impact on the development community of such future fee increases, JEA has established a program that allows for the one-time option to prepay non-refundable new service water, sewer and/or irrigation capacity fees ("Program") for certain projects.
2. Developer/Owner is the owner of 2019-2566 Crosswater Village Phase 6, located on that certain real property more particularly described in Exhibit A ("Development").
3. This Agreement sets for the requirements, terms and conditions for participation in the Program.
4. Subject to the requirements, terms and conditions contained in this Agreement, Developer/Owner wishes to participate in the Program to allow for the prepayment of Plant Capacity Fees associated with the Development.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants, conditions, and promises contained herein, the sufficiency of which is hereby acknowledged, JEA and Developer/Owner agree as follows:

**1. Program Participation Requirements.** In order to participate in the Program, each of the following requirements shall be met:

- A. A complete plan package must be submitted to JEA by February 1, 2022.
- B. A signed copy of this Agreement **and** Plant Capacity Fee prepayments must be received by JEA no later than April 1, 2022.

**2. Services and Flow Included in this Agreement:** The details provided below specifically clarify the services and flow to be provided to the Development. Following Developer's execution of this Agreement, the details below shall not be amended or otherwise modified.

- |                           |                          |
|---------------------------|--------------------------|
| A. Service(s)             | Water, Sewer, Irrigation |
| B. Potable Water Flow:    | 1000 GPD                 |
| C. Sewer Flow:            | 1000 GPD                 |
| D. Irrigation Water Flow: | 1000 GPD                 |

**3. Plant Capacity Fees** due in connection with the Development:

Water Capacity Fee (\$0.97/gallon)	\$970.00
Sewer Capacity Fee (\$3.64/gallon)	\$3640.00
Irrigation Capacity Fee (\$0.97/gallon)	\$970.00
	=====
<b>Total Plant Capacity Fees Due</b>	<b>\$5580.00</b>

**4. Payment of Plant Capacity Fees.** Developer/Owner expressly understands and agrees that:

- A. The total Plant Capacity Fees due in connection with the Development shall be due upon execution of this Agreement.
- B. All prepaid Plant Capacity Fees made pursuant to this Agreement shall be deemed a non-refundable deposit paid to provide services to Development as detailed above in Paragraph 2, and such prepayments shall not be transferrable.
- C. Failure to begin service by April 1, 2027, will result in forfeiture of all Plant Capacity Fees paid pursuant to this Agreement.
- D. In the event of a Development flow increase resulting in additional plant capacity fees due, such fees shall be calculated based upon the then current published rates at the time of service activation.
- E. Any reduction in Development flow shall not result in a credit, refund, reduction, or other payment adjustment of any prepayments made pursuant to this Agreement.

**5. Miscellaneous.**

- A. The recitals, exhibits and attachments referenced above are incorporated into and made part of this Agreement.
- B. The term of this Agreement shall be effective upon full execution, and shall expire upon full performance by each of the parties or on April 1, 2027, whichever occurs sooner.
- C. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- D. Developer shall not assign or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of JEA, which such consent may be withheld in JEA's sole discretion. Any assignment in violation of this provision shall be void.

E. This Agreement is binding upon and inures to the benefit of the parties hereto, their successors in interest, and assigns.

F. Invalidation of any of the provisions contained in this Agreement, or of the application hereof to any person or party by judgment or court order, shall in no way affect the application thereof to any other person or party or any of the other provisions hereof or the application thereof to any other person or party and the same shall remain in full force and effect.

G. This Agreement may only be amended by a written agreement executed by the parties hereto.

H. The captions and headings of each section of this Agreement are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

I. All notices, demands, statements and requests required or permitted to be given under this Agreement shall be given in writing and shall be deemed given when delivered by messenger delivery or on the date of deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, properly addressed as follows:

**If to JEA:**

Attention: Deanna Davis, PE, Manager-Development  
JEA  
21 West Church St  
Jacksonville, FL 32202

Attention: Regina D. Ross, Chief Legal Officer  
21 West Church St  
Jacksonville, FL 32202

**If to Developer/Owner:**

Attention: Contact Name  
Developer Name  
Company Address  
Jacksonville, FL 32259

or such other address as either party may designate by written notice to the other party given in the manner hereinabove provided.

J. In the event of any legal proceedings arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees, expenses and court costs.

K. This Agreement embodies the entire agreement between the parties regarding the subject matter hereof. There are no verbal understandings or agreements between the parties.

L. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising from this Agreement shall be in a court of competent jurisdiction, situated in Duval County, Florida.

M. This Agreement may be executed in any number of identical counterparts, each of which shall constitute an original and shall together constitute one and the same instrument.

N. Each party agrees that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement, whether digital or encrypted, are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**JEA**

**Developer/Owner**

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

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

\_\_\_\_\_  
Deanna Davis, PE  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Manager, Development  
Title

\_\_\_\_\_  
Title

SAMPLE