

EXHIBIT "C"
AGREEMENT FOR DEFERRED PAYMENT OF
ADDITIONAL CONNECTION CHARGES

THIS AGREEMENT dated this ____ day of _____, 20__, between SEACOAST UTILITY AUTHORITY ("Seacoast") and _____ ("Customer").

WITNESSETH:

WHEREAS, Customer is the owner or tenant of real property (the "Property") situate in a designated community redevelopment district created pursuant to Florida Statute Chapter 163; and

WHEREAS, Customer's Property is being retrofit or redeveloped for a different or more intense use which will require the utilization or reservation of additional water and sewer plant capacity provided by Seacoast; and

WHEREAS, pursuant to Seacoast's Uniform Extension Policy, all customers must pay their fair share of the cost of expansion of Seacoast's facilities based upon their estimated demand placed on Seacoast's facilities ("Connection Charges"); and

WHEREAS, some Connection Charges for Customer's Property have been paid, such that the Property is currently vested for a use intensity of _____ equivalent residential connections ("ERC's"); and

WHEREAS, Customer contemplates a use which requires ____ additional ERC's, thus obligating Customer to pay an additional \$_____ in Connection Charges; and

WHEREAS, Customer desires to avail itself of deferred payment of Connection Charges for the additional ERC's as provided for by Seacoast's Uniform Extension Policy.

NOW, THEREFORE, the parties do hereby agree as follows:

1. The foregoing recitals are true and correct. Furthermore, the accuracy of the foregoing recitals is a material inducement to Seacoast entering into this Agreement, without which it would not have agreed to these terms and conditions.

2. Customer's contemplated use for the Property requires payment for an additional ____ ERC's of plant capacity in order for Customer to maintain water and sewer utility service for its Property. The cost of these additional ERC's is \$_____.

3. Customer shall pay the principal sum of \$_____ (representing the cost of the additional ERC's), plus interest at the rate of _____ % (representing the prevailing interest yield on Seacoast's capital payment account plus 2% as of the date of this Agreement) in twelve equal monthly payments of \$_____ beginning on _____ 1, 20__, and thereafter due on the first day of each month up to and including _____ 1, 20__. This represents the balance of Connection Charges due from customer for a [insert specific use].

4. Customer may not hereafter change or increase the intensity of its use so as to increase the number of required ERC's for the Property unless Customer fully pays for all Connection Charges due for the Property, including those due for the changed or increased use.

5. Customer shall timely pay all base facility and other charges due to Seacoast promptly when due.

6. Should Customer fail to satisfy the conditions of this Agreement, then Seacoast may, immediately, without further notice to Customer, discontinue service to Customer. Seacoast may, in addition to the remedy set forth above, file a complaint in the Circuit or County Court in and for Palm Beach County, Florida. Seacoast shall not be required to provide service to Customer while it pursues this lawsuit. In any such proceeding, Seacoast shall be entitled to procure a judgment against Customer which shall include an award of the following sums:

- a. the amount of the remaining payments required to be paid under this Agreement, together with additional Connection Charges for any additional use which may have been undertaken by Customer after the date of this Agreement;
- b. any unpaid amounts due Seacoast for water and sewer services consumed by Customer;
- c. attorneys' fees incurred by Seacoast in seeking to enforce this Agreement;
- d. Seacoast shall not be required to resume service to Customer until Customer satisfies the resulting judgment, or unless the parties agree otherwise, in writing.

7. If, and only if, Customer faithfully complies with all of its obligations under this Agreement, then, following the final payment to be made for Connection Charges set forth in paragraph 3 of this Agreement, the Property will be fully vested for the total amount of additional ERC's contemplated by this Agreement. However, if Customer defaults on any of its obligations under this Agreement, then Customer shall have no entitlement to the additional ERC's, despite the fact that Customer may have paid a portion of their costs as set forth in paragraph 3. In such an event, the parties agree that the monthly payments made by Customer under paragraph 3 shall be deemed rent for the purpose of Customer's temporary rental of the additional plant capacity required by Customer for its contemplated use, and the amount of ERC's which are vested for the Property will remain at level which existed immediately prior to the date of this Agreement.

8. Time is of the essence with regard to any payment to be made by Customer under this Agreement.

9. No failure on the part of Seacoast to assert its rights, nor any indulgence given by Seacoast to Customer, shall constitute a waiver of Seacoast's right to subsequently strictly enforce the terms of this Agreement.

10. This Agreement may not be modified except in writing executed by both parties.

11. All prior representations and negotiations concerning the subject matter of this Agreement are hereby merged into this Agreement and this Agreement represents the entire understanding and agreement of the parties as to its subject matter.

12. This Agreement is to be construed pursuant to the laws of the State of Florida.

SEACOAST UTILITY AUTHORITY

By: _____

Its: _____

CUSTOMER:

Name: _____

Address: _____

Phone: _____