



**General Offices**

1000 Color Place  
Apopka, FL 32703  
(407) 880-0058

March 15, 1991  
Via UPS Overnight

Mr. Steve Tribble, Director  
Division of Records and Reporting  
Florida Public Service Commission  
Fletcher Building, 101 East Gaines Street  
Tallahassee, Florida 32399-0870

910394-WW

Re: Application for Amendment of Certificate 106-W  
Pursuant to Section 367.045, Florida Statutes  
Extension of Territory in Lake County, Florida  
(Palisades Country Club Water System)

Dear Mr. Tribble:

Enclosed with this cover letter is one original application for the amendment of Southern States Utilities, Inc.'s Certificate 106-W for Lake County, Florida, to include additional territory (the Palisades Country Club Water System).

A check in the amount of \$900.00, representing the filing fee for this application, is also enclosed, as well as the required maps and plans.

Fifteen copies of the application, with exhibits, are also enclosed. A copy of this cover letter has been inserted with each application booklet.

As the system is currently under construction, the utility would request expedited treatment of this application, so that service might be provided within sixty (60) days of receipt of this request.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

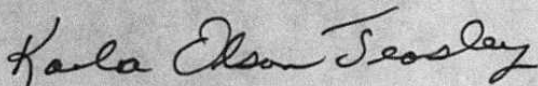
DOCUMENT NUMBER-DATE

02661 MAR 18 1991

FPSC-RECORDS/REPORTING

Should you need any additional information, please contact my paralegal, Lisa Freeman Schutz, or call me directly. We appreciate your assistance.

Very truly yours,



Karla Olson Teasley  
Vice President - General  
Counsel and Secretary

lfs

Enclosures

cc: Mr. Charles Hill, Division of Water and Sewer  
Florida Public Service Commission  
Mr. John Williams, Division of Water and Sewer  
Florida Public Service Commission  
Ms. Joann Chase, Division of Water and Sewer  
Florida Public Service Commission  
Mr. Robert Davis, General Partner  
Minneola Harbour Hills, Ltd.  
Martha Anderson Hartley, Attorney at Law  
Akerman, Senterfitt & Eidson  
Ann K. Chandler, Attorney at Law  
Akerman, Senterfitt & Eidson  
Mr. Neal Harris, President  
Canam Palisades, Ltd.  
Mr. Bob Shakar, Project Manager  
Canam Palisades, Ltd.  
G. Thomas Ball, Esquire  
Baker & Hostetler  
Stephen E. Cook, Esquire  
Baker & Hostetler



SSU SERVICES APOPKA, FL 32703

REMITTANCE ADVISE

DESCRIPTION

AMOUNT

38265

5791

FLORIDA PUBLIC SERVICE COMMISSION

3/15/91

APPLICATION FEE FOR AMENDMENT OF 106-W

\$900.00

PROJECT TREAS REC

DATE

C138

MAR 19 '91

PLEASE DETACH BEFORE DEPOSITING

SSU SERVICES

1000 COLOR PLACE  
APOPKA, FL 32703  
(407) 880-0058

CHECK #38265

3/15/91

SunBank, N.A.  
COLLEGE PARK OFFICE  
ORLANDO, FL 32801

PAY EXACTLY NINE HUNDRED AND 00/100 DOLLARS

TO THE ORDER OF:

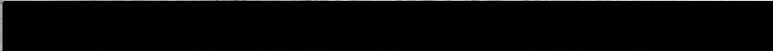
FLORIDA PUBLIC SERVICE COMMISSION

AMOUNT

\*\*\*\*\*\$900.00

SSU SERVICES

BY

  
*Virginia S. Clark*

A check in the amount of \$900.00, representing the filing fee for this application, is also enclosed, as well as the required maps and plans.

Fifteen copies of the application, with exhibits, are also enclosed. A copy of this cover letter has been inserted with each application booklet.

As the system is currently under construction, the utility would request expedited treatment of this application, so that service might be provided within sixty (60) days of receipt of this request.

DOCUMENT NUMBER-DATE

02661 MAR 18 1991

FPSC-RECORDS/REPORTING

**Southern States Utilities, Inc.  
1000 Color Place  
Apopka, Florida 32703  
407/880-0058**

**Application for Amendment 106-W  
for Extension of Territory**

**Palisades Country Club Water System  
Lake County**

**March, 1991**





1000 Color Place  
Apopka, FL 32703  
(407) 880-0058

March 15, 1991  
Via UPS Overnight

Mr. Steve Tribble, Director  
Division of Records and Reporting  
Florida Public Service Commission  
Fletcher Building, 101 East Gaines Street  
Tallahassee, Florida 32399-0870

Re: Application for Amendment of Certificate 106-W  
Pursuant to Section 367.045, Florida Statutes  
Extension of Territory in Lake County, Florida  
(Palisades Country Club Water System)

Dear Mr. Tribble:

Enclosed with this cover letter is one original application for the amendment of Southern States Utilities, Inc.'s Certificate 106-W for Lake County, Florida, to include additional territory (the Palisades Country Club Water System).

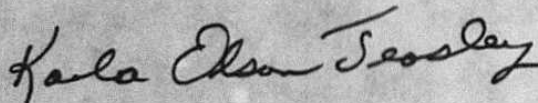
A check in the amount of \$900.00, representing the filing fee for this application, is also enclosed, as well as the required maps and plans.

Fifteen copies of the application, with exhibits, are also enclosed. A copy of this cover letter has been inserted with each application booklet.

As the system is currently under construction, the utility would request expedited treatment of this application, so that service might be provided within sixty (60) days of receipt of this request.

paralegal, Lisa Freeman, and  
your assistance.

Very truly yours,



Karla Olson Teasley  
Vice President - General  
Counsel and Secretary

lfs

Enclosures

cc: Mr. Charles Hill, Division of Water and Sewer  
Florida Public Service Commission  
Mr. John Williams, Division of Water and Sewer  
Florida Public Service Commission  
Ms. Joann Chase, Division of Water and Sewer  
Florida Public Service Commission  
Mr. Robert Davis, General Partner  
Minneola Harbour Hills, Ltd.  
Martha Anderson Hartley, Attorney at Law  
Akerman, Senterfitt & Eidson  
Ann K. Chandler, Attorney at Law  
Akerman, Senterfitt & Eidson  
Mr. Neal Harris, President  
Canam Palisades, Ltd.  
Mr. Bob Shakar, Project Manager  
Canam Palisades, Ltd.  
G. Thomas Ball, Esquire  
Baker & Hostetler  
Stephen E. Cook, Esquire  
Baker & Hostetler



## **PART II CERTIFICATION**

### **A) TERRITORY DESCRIPTION**

Exhibit A - An accurate description of the territory proposed to be added or deleted. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section) if possible, or a metes and bounds description, and also the subdivision or project name. The description should NOT refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc.). The object is to make the description as brief, but as accurate as possible.

### **B) TERRITORY MAPS**

Exhibit B - An official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400', along with the proposed territory to be added or deleted plotted thereon with a defined reference point of beginning from a corner point, quarter corner point, etc. If the water and wastewater territory is different, provide separate maps.

Note: The map shall show the location of the treatment plant(s).

### **C) SYSTEM MAPS**

Exhibit C - Detailed map(s) showing proposed lines and facilities and the territory proposed to be served thereby. Said map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory proposed to be served. Provide separate maps for the water and wastewater systems.

D) Exhibit D - A copy of preliminary engineering plans and specifications for any proposed water and/or wastewater system.

E) Exhibit E - A copy of construction permits for the system proposed to be expanded issued by the DER or agency designated by DER to issue permits.

F) Exhibit F - Evidence that the utility owns the land where the utility treatment facilities are, or will be located, or, where the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land.

### PART III NOTICE OF APPLICATION

- A) Exhibit G - An affidavit that the notice of application was given in accordance with Rule 25-30.030, F.A.C., by certified mail or personal delivery to the governing body of the county in which the system is located, the governing body of any municipality within a four (4) mile radius of the territory to be added or deleted, any water or wastewater utility within a four (4) mile radius of the territory to be added or deleted, regional planning agency, the Public Counsel and the Public Service Commission. Copies of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- B) Immediately upon completion of publication, an affidavit that the Notice of Application was published once each week for three (3) consecutive weeks in a newspaper of general circulation in the territory proposed to be added or deleted in accordance with Rule 25-30.030, Florida Administrative Code. Copies of the advertisements shall accompany the affidavit. THIS WILL BE A LATE-FILED EXHIBIT. See Exhibit "H."

### PART IV FILING FEE

- A) Indicate the filing fee enclosed with the application:  
\$900.00 (one fee for water and one for wastewater)  
~~None~~

Note: Pursuant to Rule 25-30.020, F.A.C., the amount of the filing fee is determined by the capacity of the system to be added/deleted. To determine the fee, equate the design capacity of the system and/or plant to be added/deleted to persons. One equivalent residential connection equates to 3.5 persons. One hundred gallons per day, per person (100 gpd/p) is accepted design criteria in representing water consumed per day per person and/or representing wastewater flow per day per person. If the design capacity of the system or plant to be added/deleted is known in gallons then divide this figure by 100 to find the number of persons that can be served.

1) 1 to 999 persons	\$ 150.00
2) 1,000 to 4,999 persons	\$ 900.00
3) 5,000 to 9,999 persons	\$ 1,500.00
4) 10,000 or more persons	\$ 2,250.00



**PART V SYSTEM INFORMATION** - The following information will be used to identify the capacities of the utility's existing system(s) and the capacities of the system(s) after the proposed addition or deletion.

NOTE: please see Attachment "1" for additional system information.

**A) WATER**

- |  | <u>Existing</u>                                       | <u>Proposed</u>  |
|--|---|------------------|
| (1) Indicate the design capacity in gallons per day of the treatment plant(s)  | Not In Service.                                       | <u>0.576 MGD</u> |
| (2) Indicate type of treatment:  | <u>Gas Chlorination</u>                               |                  |
| (3) Provide the average number of gallons presently pumped per day to the distribution system and indicate how it is measured: | <u>The distribution system is not yet in service.</u> |                  |

- |  | <u>Existing</u> | <u>Proposed</u>   |
|--|-----------------|-------------------|
| (4) Indicate the design capacity (in GPD or ERCs) of the transmission and distribution lines | <u>-0-</u>      | <u>1,088 ERCs</u> |

- (5) Indicate Number of Customers:

	<u>Existing</u>	<u>Proposed</u>
Residential	<u>-0-</u>	<u>950</u>
General Service	<u>-0-</u>	<u>-0-</u>
Other	<u>-0-</u>	<u>1*</u>

- (6) Exhibit I - Detailed cost estimates and the proposed time schedule for completion of the expansion to the transmission and distribution system and/or treatment plant to serve the additional territory.

\*small mixed-use project, equivalent to 50 ERCs.

**B) WASTEWATER**

- (1) Indicate the design capacity in terms of gallons per day of the wastewater treatment plant and disposal facilities.

	<u>Existing</u>	<u>Proposed</u>
Treatment Plant	<u>n/a</u>	<u>n/a</u>
Disposal Facilities	<u>n/a</u>	<u>n/a</u>

- (2) Indicate type of treatment and disposal (percolation pond, spray field, etc.) : n/a

- (3) Provide the average number of gallons presently treated per day and indicate how it is measured:  
n/a

- (4) Indicate the design capacity (in GPD or ERCs) of the collection system.
- |  | <u>Existing</u> | <u>Proposed</u> |
|--|-----------------|-----------------|
|  | <u>n/a</u>      | <u>n/a</u>      |

- (5) Indicate Number of Customers:

	<u>Existing</u>	<u>Proposed</u>
Residential	<u>n/a</u>	<u>n/a</u>
General Service	<u>n/a</u>	<u>n/a</u>
Other	<u>n/a</u>	<u>n/a</u>

- (6) Exhibit J - Detailed cost estimates and the proposed time schedule for completion of the expansion to the collection system and/or treatment plant to serve the additional territory.



**PART VI FINANCIAL INFORMATION**

- A) How does the utility plan to finance the expansion? What is the projected impact on the utility's capital structure?

See Exhibit "K"

- B) What is the projected impact of the expansion on the utility's monthly rates and/or service availability charges?

See Exhibit "L"

**PART VII OTHER**

- A) Exhibit M - If the applicant is requesting an extension of territory, a statement regarding the need for service in the proposed territory, the applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service, and identifying any other utilities which could potentially provide such service in the area.
- B) Exhibit N - If the applicant is requesting a deletion of territory, a statement specifying the reasons for the proposed deletion, demonstrating that it is in the public interest, and explaining the effect of the proposed deletion on the ability of any customer to receive water and/or wastewater service, including alternative source(s) of service.
- C) Provide the number of the most recent Commission order establishing or amending the applicant's rates and charges.  
Order #17168, Docket #850166-WS

- D) Exhibit O - An affidavit that the utility has tariffs and annual reports on file with the Commission.
- E) Exhibit P - Revisions to the utility's tariff to incorporate the proposed change to the certificated territory.

**PART VIII AFFIDAVIT**

I, Karla Olson Teasley, as Vice President of Southern States Utilities, Inc. General Counsel & Secretary (Applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact constitute a complete statement of the matter to which it relates.

SOUTHERN STATES UTILITIES, INC.  
(Applicant)

BY:

Karla Olson Teasley  
Name and Title\*

Karla Olson Teasley, Vice President-  
General Counsel and Secretary

Subscribed and sworn to before me this 14th day  
of March 1991.

Dina Freeman Schutz  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 22, 1991  
BONDED THROUGH ABNTON AGENCY INC

\*If the applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 22, 1991  
BONDED THROUGH ABNTON AGENCY INC



## Exhibit "A"

An accurate description of the territory proposed to be added or deleted. If the water and wastewater territory is different, provide separate descriptions.

## **Legal Description**

**Township 22 South, Range 25 East, Lake County, Florida.**

### **Section 1**

The SE 1/4 of the NW 1/4, and the E 1/2 of the SW 1/4, and the N 1/2 of the SE 1/4 and the SE 1/4 of the SE 1/4 of said Section 1.

### **Section 3**

The W 1/2 of the SW 1/4 of said Section 3.

### **Section 4**

The S 3/4 of the E 1/2 of the SE 1/4 of said Section 4.

### **Section 9**

The N 1/2 of the NE 1/4 of the NE 1/4 and the E 1/2 of the NW 1/4 of the NE 1/4 of said Section 9.

### **Section 11**

All of that portion of said Section 11 lying northwesterly of the shoreline of Lake Minneola.

### **Section 12**

The NE 1/4 of the NE 1/4 and the E 1/2 of the NW 1/4 of the NE 1/4 and that portion of the W 410 feet of the E 1/2 of the SW 1/4 of the NE 1/4 of said Section 12 that is lying northeasterly of the shoreline of Lake Minneola and the N 310 feet of the E 250 feet of the E 1/2 of the SW 1/4 of the NE 1/4 of said Section 12 and that portion of the W 925 feet of the NW 1/4 of said Section 12 lying northerly of County Road 561-A and the N 910 feet of the E 1810 feet of the NW 1/4 of said Section 12 less and except the S 210 feet of the E 1017 feet.

### **Section 14**

The S 205 feet of the W 430 feet of the N 1114 feet of the NW 1/4 of said Section 14.

### **Section 15**

The N 1450 feet of the E 1/2 of the E 1/2 of the NE 1/4 of said Section 15.



## Exhibit "B"

An official county tax assessment map or other map showing township, range, and section with a scale such as 1" = 200' or 1" = 400', along with the proposed territory to be added or deleted plotted thereon with a defined reference point of beginning from a corner point, quarter corner point, etc. If the water and wastewater territory are different, provide separate maps.

One set of maps is included  
with the original application.

## Exhibit "C"

Detailed map(s) showing proposed lines and facilities and the territory proposed to be served thereby. Said map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory proposed to be served. Provide separate maps for the water and wastewater systems.

One set of maps is included  
with the original application.



## Exhibit "E"

A copy of construction permits for the system proposed to be expanded issued by the DER or agency designated by DER to issue permits.



# Florida Department of Environmental Regulation

Central District • 3319 Maguire Boulevard, Suite 232 • Orlando, Florida 32803-3767 • 407-894-7555

Bob Martinez, Governor

Dale Twachtman, Secretary

John Shearer, Assistant Secretary  
Alex Alexander, Deputy Assistant Secretary

## NOTICE OF PERMIT

Minneola Harbor Hills, Ltd.  
1311 South Vineland Road  
Winter Garden, FL 32787

Attention: Robert A. Davis, General Partner

Lake County - PW  
Palisades Country Club (95 ERCs)

Dear Mr. Davis:

Enclosed is Permit Number WC35-181725, dated 8-31-80, to construct a water treatment plant, issued pursuant to Section 403.861, Florida Statutes.

Any party to this Order (permit) has the right to seek judicial review of the permit pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this Order is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL REGULATION

A. Alexander  
Deputy Assistant Secretary  
3319 Maguire Boulevard  
Suite 232  
Orlando, Florida 32803



FILING AND ACKNOWLEDGEMENT  
FILED, on this date, pursuant to  
Section 120.52, Florida Statutes,  
with the designated Department  
Clerk, receipt of which is hereby  
acknowledged.

J.R. Boulder 8/3/90  
Clerk Date

AA/eh/dd

Copies furnished to:

Arthur R. Austin, P.E.

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT and all copies were mailed  
before the close of business on AUG 31 1990 to the listed persons,  
by [Signature]



# Florida Department of Environmental Regulation

Central District • 3319 Maguire Boulevard, Suite 232 • Orlando, Florida 32803-3767 • 407-894-7555

Bob Martinez, Governor

Dale Twachtman, Secretary

John Shearer, Assistant Secretary  
Alex Alexander, Deputy Assistant Secretary

Permittee:  
Minneola Harbor Hills, Ltd.  
1311 South Vineland Road  
Winter Garden, FL 32787

Attention: Robert A. Davis  
General Partner

I. D. Number:  
Permit/Certification  
Number: WC35-181725  
Date of Issue:  
Expiration Date: 8-31-91  
County: Lake  
Project: Palisades Country Club  
(95 ERCs)

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule 17-555, (F.A.C.). The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing, plans, and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

Construction of a water plant to serve Phase IA of the Palisades Country Club located on the northwest shore of Lake Minneola in Lake County, Florida. The plant consists of a 12-inch well with a 800 gpm pump, a 15,000-gallon hydropneumatic tank and gas chlorination facilities. The rated design capacity will be limited to 0.576 MGD based on maximum daily flow capability. This will require a Class "C" Operator on-site, five (5) visits per week and one (1) weekend visit.

General Conditions are attached to be distributed to the permittee only.



## GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgement of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
  - (a) Have access to and copy any records that must be kept under conditions of the permit;
  - (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
  - (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.Reasonable time may depend on the nature of the concern being investigated.
8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
  - (a) A description of and cause of noncompliance; and
  - (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

## GENERAL CONDITIONS:

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.
10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.
11. This permit is transferable only upon Department approval in accordance with Rule 17-4.120 and 17-30.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.
12. This permit or a copy thereof shall be kept at the work site of the permitted activity.
13. This permit also constitutes:
  - ( ) Determination of Best Available Control Technology (BACT)
  - ( ) Determination of Prevention of Significant Deterioration (PSD)
  - ( ) Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)
  - ( ) Compliance with New Source Performance Standards
14. The permittee shall comply with the following:
  - (a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
  - (b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
  - (c) Records of monitoring information shall include:
    1. the date, exact place, and time of sampling or measurements;
    2. the person responsible for performing the sampling or measurements;
    3. the dates analyses were performed;
    4. the person responsible for performing the analyses;
    5. the analytical techniques or methods used;
    6. the results of such analyses.
15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.



PERMITTEE:  
Minneola Harbor Hills, Ltd.

Attention: Robert A. Davis  
General Partner

I. D. Number:  
Permit/Certification Number:  
WC35-181725  
Date of Issue:  
Expiration Date: 8-31-91

**SPECIFIC CONDITIONS:**

1. General condition number 13 does not apply.
2. To obtain clearance of the facilities for service, the engineer of record shall submit a certification of completion letter to the department (along with the enclosed "Facilities Inventory sheet completed in full), a copy of this permit, and a copy of satisfactory bacteriological sample results taken on two consecutive days from the finished water leaving the plant.
3. Where water and sewer mains cross with less than 18" vertical clearance, the sewer will be 20' of either ductile iron pipe or concrete encased vitrified clay or PVC pipe, centered on the point of crossing. When a water main parallels a sewer main a separation, measured edge to edge, of at least 10' should be maintained where practical.
4. This permit does not pertain to any wastewater, stormwater or dredge and fill aspects of this project.
5. The permittee will promptly notify the department upon sale or legal transfer of the permitted facility. In accordance with General Condition #11 of this permit, this permit is transferable only upon department approval. The new owner must apply, by letter, for a transfer of permit within 30 days.
6. A separate permit will be required for piping to connect this water plant to the previously permitted "dry-line" distribution system (23 units in Phase IA).
7. This permit will be limited to serving the 95 units in Phase IA until a second well and auxiliary power with automatic startup capability have been provided. A construction permit shall be required for the second well and auxiliary generator.
8. A satisfactory bacteriological well survey with the permanent pump installed shall be completed prior to clearance.

PERMITTEE:  
Minneola Harbor Hills, Ltd.

Attention: Robert A. Davis  
General Partner

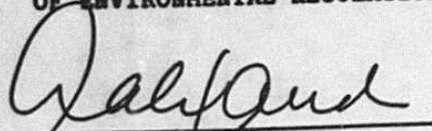
SPECIFIC CONDITIONS:

I. D. Number:  
Permit/Certification Number:  
WC35-181725  
Date of Issue:  
Expiration Date: 8-31-91

ISSUED

8-31-80.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL REGULATION



A. Alexander  
Deputy Assistant Secretary  
3319 Maguire Boulevard  
Suite 232  
Orlando, Florida 32803



# PERMIT

## CONSTRUCTION PERMIT FOR

Robert A. Davis

1311 S. Vineland Road

Winter Garden, Florida 32787

PERMIT NO. 3-069-2972P DATE OF ISSUANCE June 20, 1989  
DATE OF EXPIRATION December 20, 1989

Pursuant to the provisions of Chapter 40C-3 Florida Administrative Code, and

Application No. 3-069-2972AP, this permit is issued to:  
Meridith Environmental Service, Danny Meridith License No. 2200

### FOR THE CONSTRUCTION OF THE FOLLOWING:

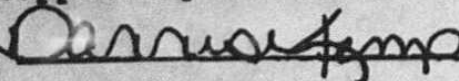
Public Supply 12 inch well to serve the Palisades Water Treatment Facility  
using cable tool method of drilling with steel.

LOCATED AT: Near Jalarny and Cherry Lake Road

Section: 11 Township: 228 Range: 25E

In accordance with the application Dated: May 8, 1989

Permission for Construction of this well is granted in accordance with the Rules and Regulations of St. Johns River Water Management District and subject to conditions set forth on the reverse of this permit. Failure to comply with said provisions shall constitute a violation of this permit and shall subject the applicant to such civil and criminal penalties as provided by law. All drilling shall be performed within 6 months of issuance date and a copy of well log will be submitted to this office within 30 days after operations cease. In the event construction or repair is not completed within this time, an extension may be obtained upon written request by the permittee. This permit does not imply allocation of water, approval of sewage or other waste disposal facilities, or of water supply and other facilities in the area to be supplied by the well.

GRANTED BY: 

TITLE: Director, Division of Records

3-069-2972P

CONDITIONS

The conditions below are necessary for the owner and drilling contractor to comply with during and upon completion of the construction of this well.

1. EVERY PUBLIC SUPPLY WELL SHALL BE EQUIPPED WITH AN OPENING IN THE CASING WHICH WILL ALLOW INTRODUCTION OF DISINFECTION AGENTS AND THE MEASUREMENT OF STATIC WATER LEVEL, DRAWDOWN, OR ARTESIAN PRESSURE AS STATED IN SECTION 17-555.300(3)(a).
2. A 6X6 FEET CONCRETE SLAB SHALL BE INSTALLED AS REQUIRED BY CHAPTER 17-22, F.A.C. AROUND THE WELL CASING AFTER GROUTING APPROVAL.



**PUBLIC WATER SUPPLY WELL CONSTRUCTION APPLICATION  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

Mail To: PERMIT DIVISION (WWC)  
POST OFFICE BOX 1429  
PALATKA, FLORIDA 32978-1429  
PHONE 804-328-8321

CONSUMPTIVE USE

PERMIT # 2-069-0917H PERMIT NUMBER 3-069-2972P

APPLICATION NO. 3-069-2972P

Type or print in ink. Attach a plat or sketch showing well location relative to existing buildings or physical features, property boundaries, known and proposed sources of contamination in the vicinity, and overhead obstruction: such as power lines.

WELL CONTRACTOR

NAME OF WELL CONTRACTOR Meridith Denny  
(Last) (First)  
CORPORATION/BUSINESS NAME Meridith Environmental Service LICENSE NO. 2200  
MAILING ADDRESS P.O. Box 58548 Orlando, FL 32858-5448 TELEPHONE (407) 291-4751  
(Street or Box) (City) (State) (Zip)

WELL OWNER (APPLICANT)

NAME OF WELL OWNER DAVIS, ROBERT A.  
(Last) (First)  
MAILING ADDRESS 1311 S. VINELAND ROAD WINTER GARDEN FLA. 327  
(Street or Box) (City) (State) (Zip)  
CORPORATION/BUSINESS NAME MINNEOLA HARBOUR HILLS LTD.  
OWNER'S CONSULTING ENGINEER OR GEOLOGIST PROFESSIONAL ENGR. CONSULTANT  
SUITE 1560 HARTFORD BUILDING  
OWNER'S AGENT MARTY PAWLIKOWSKI 200 E. ROBINSON ST.  
(Name and Address) (Name and Address) (City, State, Zip)

WELL USE

WELL TO SUPPLY Palmdale Water Treatment Facility COUNTY LAKE  
(Name of business, institution)  
NUMBER OF PEOPLE SERVED PER DAY (AVERAGE) 340  
DAYS USED PER YEAR (AVERAGE) 365 WELL CAPACITY (GALLONS PER MINUTE) 1000

WELL LOCATION

WELL LOCATION NEAR JALAPAY / CHERRY LAKE RD. (A)  
(Name of street or road)  
SECTION 11 TOWNSHIP 22S RANGE 25E OR LATITUDE \_\_\_\_\_  
LAKE COUNTY LONGITUDE \_\_\_\_\_

CONSTRUCTION METHODS

TYPE OF WELL: NEW WELL X MODIFIED WELL \_\_\_\_\_ ABANDONED WELL \_\_\_\_\_  
SURFACE CASING DIAMETER 12" GROUTING PROPOSED (Per Chapter 17-22, F.  
OPEN HOLE DIAMETER 12" UPPER 20 FEET X  
CASED DEPTH 250' ANNULAR BOTTOM TO TOP \_\_\_\_\_  
PROPOSED TOTAL DEPTH 500' CASING INTO BOTTOM 5 FEET \_\_\_\_\_  
BORE HOLE DIAMETER 12" OF FORMATION X  
METHOD OF DRILLING Cable Tool  
CASING MATERIAL AND SPECIFICATIONS Steel  
PROCEDURE PROPOSED FOR ABANDONMENT N/A  
DESCRIPTION OF MODIFICATION Accordance to St. Johns Water Management Dist. rules and regul.  
PREVIOUS PERMIT NUMBER N/A CLP 2-069-0917H

I agree to furnish a Log within 30 days after drilling operations cease and to comply with all provisions of the rules and regulations of the SJRWMD and with the regulations of DER, relative to well construction.

Denny Meridith  
(Signature of Well Contractor)

I hereby consent to be regulated by SJRWMD regarding consumptive use of water and allocation thereof, and if this permit is granted I agree to comply with the conditions set forth on the Permit. Access to the proposed well site for inspection during construction and geophysical logging at any reasonable time after completion of the well is hereby granted to persons authorized by SJRWMD.

Robert A. Davis  
(Signature of Owner or the Authorized Agent)  
Agent's signature must be accompanied by written authorization from the owner

Re: Notice to Proceed on Project:

Palisades Water Treatment Facility  
(Contract #3, less postponed items addressed below)

You are notified that the Contract Time under the above contract will commence on 25 MAY 1989, 1989. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, the calculated Completion Date is NOVEMBER 21, 1989.

This Notice to Proceed is for all items awarded to your firm, except the Owner hereby exercises, its unilateral right to postpone the backup power system at a cost of \$32,500 and the second water well and pump at a cost of \$42,020.50. No costs shall be expended on these postponed items.

OWNER:

MINNEOLA HARBOUR HILLS, LTD  
1311 VINELAND ROAD  
WINTER GARDEN, FLA  
32787

CONTRACTOR:

Meridith Environmental Services, Inc.  
P.O. Box 585648  
Orlando, Florida 32858-5648  
(407) 291-4755

Acknowledge Receipt of  
Notice

By: [Signature]  
Signature

Date

By: [Signature]  
Signature

Date





# WATER MANAGEMENT DISTRICT

April 12, 1988

MINNEOLA HARBOR HILLS LTD.  
ATTN: ROBERT DAVIS  
1305 S. VINELAND RD  
WINTER GARDEN, FL 32787

Henry Dean, Executive Director  
Mildred G. Horton, Deputy Executive Director

POST OFFICE BOX 1429 • PALATKA, FLORIDA 32078-1429  
904/328-8321

2133 N. Widdham Rd  
Melbourne, FL 32935-8109  
(305) 254-1761

1618 E. South St  
Orlando, FL 32801  
(305) 894-5423

SUBJECT: Consumptive Use Permit No. 2-069-0917N

Enclosed is your permit and the forms necessary for submitting information to comply with conditions of the permit as authorized by the Governing Board of the St. Johns River Water Management District on April 12, 1988. Also attached is Form EN-1 which is used to indicate the person who will be responsible for reporting your compliance information. By designating one person to be responsible for reporting this information, it will simplify the compliance process by allowing us to contact the person most familiar with this information and to keep our files up-to-date for any future reference. Please return this completed form with your first report to the District. All compliance information must be submitted to the District's Palatka office, P. O. Box 1429, Palatka, Florida 32078-1429.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state, and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit will be transferred to the new owner if we are notified by you within ninety days of the recording of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

The permit enclosed is a legal document and should be kept with your other important documents. Please read the permit carefully since you are responsible for compliance with any provisos which are a part of this permit. Proviso compliance is a legal requirement and your assistance in this matter will be greatly appreciated.

RALPH E. SIMMONS  
Chairman - Fernandina Beach

JIM T. SWANN  
Vice Chairman - Cocoa

LYNNE CAPEHART  
Secretary - Gainesville

JOHN L. MINTON  
Treasurer - Vero Beach

EDWAL H. OWEN, JR.  
Jacksonville

FRANCES S. PIGNONE  
Orlando

KELLEY R. SMITH, JR.  
Palatka

SAM L. SWETT  
Jacksonville

SANDRA H. GRAY  
DeBary

MINNEOLA HARBOR HILLS LTD.  
Page Two  
April 12, 1988

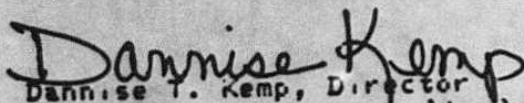
According to Chapter 40C-2.401 and Section 6.4 of the Consumptive Water Use Handbook, a permanent tag will be issued by the District for well identification. The tag must be prominently displayed at the site of withdrawal by permanently affixing the tag to the pump, headgate, valve, or other withdrawal facility. Failure to display a permit tag shall constitute violation of a permit condition and may, if willful, be grounds for revocation of the permit. Please refer to your copy of 40C-2 for further clarification.

You will find enclosed a copy of the map submitted with your application, with each well's location and number identified. When placing the tag on the well, refer to this map to ensure proper well identification.

If you have any questions concerning your permit compliance information, the attached forms or well tags, contact Gail Gallagher, Division of Records, St. Johns River Water Management District, P. O. Box 1429, Palatka, Florida 32078-1429, telephone (904) 328-6321.

Thank you for your interest in our water resources.

Sincerely,

  
Dannise T. Kemp, Director  
Division of Records *KW*

DTK:gg

Enclosures: Permit with compliance forms  
Map  
well Tag(s)

cc: District Permit File  
PROFESSIONAL ENGINEERING CONSULTANTS, INC.



MINNEOLA SANDS HILLS LTD.

DATED APRIL 12, 1968

1. District authorized staff, upon proper identification, will have permission to enter, inspect and observe permitted and related facilities in order to determine compliance with the approved plans, specifications and conditions of this permit.
2. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a plan for implementation during periods of water shortage, pursuant to Section 373.240, Florida Statutes. In the event of a water shortage, as declared by the District Governing Board, the Permittee must adhere to reductions in water withdrawals as specified by the District.
3. Prior to the construction, modification, or abandonment of a well, the permittee must obtain a Water Well Construction Permit from the St. Johns River Water Management District pursuant to Chapter 40C-3, Florida Administrative Code. Construction, modification or abandonment of a well will require modification of the consumptive use permit when such construction, modification or abandonment is other than that specified and described on the consumptive use permit application form.
4. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to put the system back in an operative condition acceptable to the District. Failure to make such repairs will be cause for deeming the well abandoned in accordance with Chapter 17.21.02(5), Florida Administrative Code and Chapter 373.309, Florida Statutes.
5. Permittee must mitigate any adverse impact caused by withdrawals permitted herein on legal uses of water existing at the time of permit application. The District has the right to curtail permitted withdrawal rates or water allocations if the withdrawals of water cause an adverse impact on legal uses of water which existed at the time of permit application. Adverse impacts are exemplified but not limited to:
  - (A) Reduction of well water levels resulting in a reduction of 10% in the ability of an adjacent well to produce water;
  - (B) Reduction of water levels in an adjacent surface water body resulting in a significant impairment of the use of water in that water body;
  - (C) Saline water intrusion or introduction of pollutants from the water supply of an adjacent water use resulting in a significant reduction of water quality; and
  - (D) Change in water quality in either treatment or use of use of a well or water body.
6. Permittee must mitigate any adverse impact caused by withdrawals permitted herein on adjacent land uses which existed at the time of permit application. The District has the right to curtail permitted withdrawal rates or water allocations if the withdrawals of water cause an adverse impact on adjacent land use which existed at the time of permit application. Adverse impacts are exemplified but not limited to:
  - (A) Reduction of well water levels resulting in a reduction of 10% in the ability of an adjacent well to produce water;
  - (B) Reduction of water levels in an adjacent surface water body resulting in a significant impairment of the use of water in that water body;
  - (C) Saline water intrusion or introduction of pollutants from the water supply of an adjacent water use resulting in a significant reduction of water quality; and
  - (D) Change in water quality in either treatment or use of use of a well or water body.

*Rec'd*

1. Significant reduction in water levels in an adjacent surface water body;
- (B) Land collapse or subsidence caused by a reduction in water levels; and
- (C) Damage to crops and other types of vegetation.
7. The District must be notified, in writing, with 10 days of the transfer of this permit. All transfers are subject to the provisions of Section 40C-2.35, Florida Administrative Code, which states that all terms and conditions of the permit shall be binding of the transferee.
8. A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve or other withdrawal facility as provided by Section 40C-2.40, Florida Administrative Code. Permittee shall notify the District in the event that a replacement tag is needed.
9. If the permittee does not serve a new projected demand located within the service area upon which the annual allocation was calculated, the annual allocation will be subject to modification.
10. On the tenth day following the month of record, permittee must submit to the District copies of the DER monthly water treatment plant reports on a monthly basis following the month of record. The permit number must be attached to all reports.
11. Whenever feasible, the permittee must use native vegetation that requires little supplemental irrigation for landscaping within the service area of the project.
12. This permit will expire 7 years from the date of issuance.
13. Maximum annual withdrawals must not exceed 35.05 million gallons in 1988, 71.3 million gallons in 1989, and 106.05 million gallons from 1990 to 1994.
14. Maximum daily withdrawals must not exceed 0.195 million gallons in 1988, 0.391 million gallons in 1989, and 0.586 million gallons from 1990 to 1994.
15. Source Classification is confined or semi-confined aquifer.
16. Use Classification is 95% household type and 5% commercial type.

prep



ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
POST OFFICE BOX 1429  
PALATKA, FLORIDA 32978-1429

PERMIT NO. 2-002-0217N

DATE ISSUED APRIL 1st, 1966

PERMIT AUTHORIZING:

CONSTRUCTION FROM THE [REDACTED] TO SERVE AN ESTIMATED  
POPULATION OF [REDACTED] IN 2 YEARS.

LOCATION:

Section 11, Township 22 South, Range 25 East  
Lake County

ISSUED TO:  
(owner)

MINNEOLA HARBOR HILLS LTD.  
ATTN: ROBERT DAVIS  
1305 S. VINELAND RD  
WINTER GARDEN, FL 32787

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This Permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 350, Florida Statutes.

PERMIT IS CONTINUED ON PAGE 1

See conditions on attached "EXHIBIT A", dated APRIL 1st, 1966.



AUTHORIZED BY [Signature] ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Department of Resource Management

Governing Board

BY: [Signature]

BY: [Signature]

prep

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
FORM EN-1

PERMIT NUMBER: 2-069-0917AN

PERMITTEE: MINNEOLA HARBOR HILLS LTD.

Name

1350 S. VINELAND RD.

Address

WINTER GARDEN, FL 32787

Phone Number

NAME OF PERSON TO BE CONTACTED IN REFERENCE TO PERMIT CONDITIONS  
FOR PERMITTEE

Name

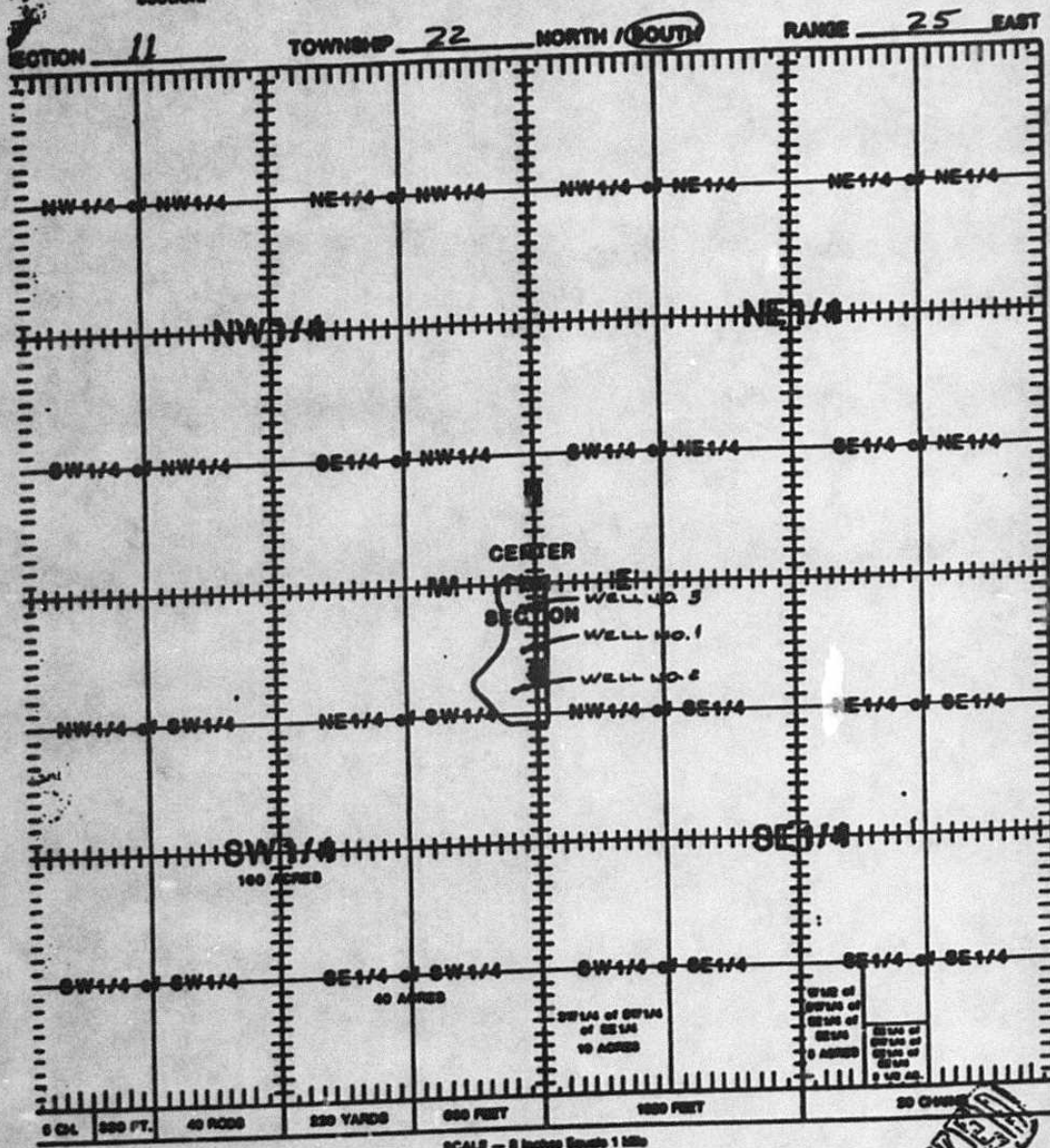
Address

Phone Number

Position



Draw in accurate locations of all wells and other withdrawals. Label with well number and/or size of well. Draw in property boundaries. Fill in blanks with correct section, township and range. If property is in more than one section, use one sheet for each section.



1 inch equals 10 Chains, 660 Feet, 40 Rods or 220 Yards

One Link = 7.92 inches  
One Rod = 16 1/2 Feet, 1/4 Chain or 25 Links

One Chain = 66 Feet, 4 Rods or 100 Links  
One Mile = 6,336 Feet, 320 Rods or 80 Chains

All Measurements in Government Surveys are Indicated by Links and Chains.

1/4 Square Rod Contains 272 1/4 Square Feet.  
1/4 Acre is about 825 1/4 Foot Square.  
1/4 Acre Contains 43,560 Square Feet or 160 Square Rods.  
1 Acre (Platted within City Limits) Contains 21,780 Square Feet.  
1 Square Chain = One Acre.

A Section of Land is One Square Mile and Contains 640 Acres.  
1/4 Section Contains 160 Acres.  
A township Area is 36 Square Miles and Contains 23,040 Acres.

EQUIVALENTS	FEET																				
	YARDS																				
	RODS																				
	CHAIN																				
1	4	22	66																		
2	8	44	132																		
3	12	66	198																		
4	16	88	264																		
5	20	110	330																		
6	24	132	396																		
7	28	154	462																		
8	32	176	528																		
9	36	198	594																		
10	40	220	660																		
11	44	242	726																		
12	48	264	792																		
13	52	286	858																		
14	56	308	924																		
15	60	330	990																		
16	64	352	1056																		
17	68	374	1122																		
18	72	396	1188																		
19	76	418	1254																		
20	80	440	1320																		

Sectional Map of a Township With Adjoining Sections

36	31	32	33	34	35	36	31
1	8	5	4	3	2	1	8
12	7	6	5	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	8	5	4	3	2	1	8

## Exhibit "F"

Evidence that the utility owns the land where the utility treatment facilities are, or will be located, or, where the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land.



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 24<sup>th</sup> day of December, 1990 by PALISADES GOLF PARTNERS, a Florida general partnership, having its place of business at 255 S. Orange Avenue, Suite 1111, Orlando, Florida 32801 ("Grantor") to SOUTHERN STATES UTILITIES, INC., a Florida corporation, having its place of business at 1000 Color Place, Apopka, Florida 32703 ("Grantee").

WITNESSETH: that Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all the following land situate in Lake County, Florida:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO, taxes accruing subsequent to December 31, 1989, and those items described on Exhibit B attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments and appurtenances thereto in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

PALISADES GOLF PARTNERS,  
a Florida general partnership

By: PALISADES GOLF CLUB LIMITED  
PARTNERSHIP, a Florida limited  
partnership, general partner

By: Robert A. Davis  
As Its General Partner

By: U.S. GOLF (PALISADES), INC., a  
Florida corporation, general  
partner

By: Warren J. Stanchina  
As Its President

Colby R. Taylor  
Robert A. Davis

Robert A. Davis  
Lenny L. Sclespi

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December 1990, by ROBERT A. DAVIS, a general partner of PALISADES GOLF CLUB LIMITED PARTNERSHIP, a Florida limited partnership, which is a general partner of PALISADES GOLF PARTNERS, a Florida general partnership on behalf of both partnerships.

Cynthia L. Taylor  
Notary Public  
My Commission Expires:

(NOTARIAL SEAL)

Notary Public, State of Florida  
My Commission expires Aug. 7, 1992

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 1990, by WARREN J. STANCHINA, as President of U.S. GOLF (PALISADES), INC., a Florida corporation, which is a general partner of PALISADES GOLF PARTNERS, a Florida general partnership, on behalf of the corporation and the partnership.

Carol Chandler  
Notary Public  
My Commission Expires:

(NOTARIAL SEAL)

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. 08.21.1992  
SIGNED THIS 25th DAY OF OCT.

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
ANN K. CHANDLER  
Akerman, Senterfitt & Sidson  
17th Floor, Firststate Tower  
P.O. Box 231  
Orlando, FL 32802

Parcel Identification  
Numbers:

Grantee's Federal Tax  
Identification  
Number: \_\_\_\_\_



## EXHIBIT A

Commence at the Northwest corner of Section 12, Township 22 South, Range 25 East, Lake County, Florida; thence run South 89 degrees, 55 minutes, 05 seconds East along the north line of said Section 12 for a distance of 891.00 feet to the westerly right-of-way line of Jalarmy Road; thence South 00 degrees, 04 minutes, 55 seconds West along said westerly right-of-way line for a distance of 179.72 feet to the Point of Beginning; thence continue South 00 degrees, 04 minutes 55 seconds West along said westerly right-of-way line for a distance of 200.00 feet; thence North 89 degrees, 55 minutes, 05 seconds West parallel to the aforesaid north line of Section 12 for a distance of 210.00 feet; thence run South 89 degrees, 55 minutes, 05 seconds East parallel to the aforesaid westerly right-of-way line of Jalarmy Road for a distance of 200.00 feet; thence run South 89 degrees, 55 minutes, 05 seconds East parallel to the aforesaid north line of Section 12 for a distance of 210.00 feet the aforesaid westerly right-of-way line of Jalarmy Road and the Point of Beginning, LESS the East 10.00 feet thereof.

**SOUTHERN STATES UTILITIES, INC.**

**WATER SERVICE AGREEMENT  
FOR THE**

**PALISADES SYSTEM**

**LOCATED IN LAKE COUNTY, FLORIDA**

**FPSC CERTIFICATE NO. \_\_\_\_\_**



1	Recitals	4
2	Definitions	
3	Design, Construction, and Operation of On-Site Facilities	7
4	Off-Site Facilities	12
5	Easements	13
6	Rates, Fees, and Charges	14
7	Allocation and Provision of Water Service Capacity	17
8	Customer Installations	18
9	Assurance of Title to Property	19
10	Incorporation of Laws, Rules, and Policies	19
11	Covenant not to Engage in Utility Business	20
12	Disclaimers; Limitations on Liability	20
13	Termination and other Remedies	21
14	Notice; Proper Form	22
15	Notices; Default	22
16	Assignments	23
17	Recordation	24
18	Applicable Law	24
19	Survival of Covenants	24
20	Severability	24

21	Recovery of Costs and Fees	25
22	Authority to Execute Agreement	25
23	Time of the Essence	25
24	Entire Agreement	25
25	Amendments	25
26	Condition Precedent to Effectiveness of this Agreement	25
27	Water Treatment Plant Facilities	25
28	Option Property	26

**II: APPENDIX OF EXHIBITS**  
**EXHIBIT**

	<u>TITLE</u>	<u>PAGE</u>
A	Developer's Property	29
B	Development Plan	30
C	Schedule of Meter, Meter Installation	31
D	Water Treatment Plant Site	32
E	Option Property	33
F	Mortgagor Joinder	36



**SOUTHERN STATES UTILITIES, INC./  
PALISADES WATER SERVICE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between SOUTHERN STATES UTILITIES, INC. (hereafter "UTILITY"), and CANAM PALISADES LTD., a Florida limited partnership (hereafter "DEVELOPER"):

**R E C I T A L S**

1. The DEVELOPER owns certain properties located in Lake County, Florida, more particularly described in Exhibit "A", attached to and incorporated in this Agreement and hereinafter referred to as the "Developer's Property".

2. The DEVELOPER intends to construct certain water distribution system improvements on the Developer's Property (which improvements shall hereinafter be referred to as the "Improvements") in accordance with the Development Plan attached hereto as Exhibit "B" which will require substantial Water Service Capacity.

3. Water Service Capacity for the Improvements shall be provided in the manner described below and subject to the terms and conditions provided herein.

4. The UTILITY is willing to provide Water Service Capacity to the DEVELOPER in accordance with and subject to the terms and conditions of this Agreement and applicable rules, regulations, laws, and requirements.

ACCORDINGLY, in consideration of the Recitals hereof for and in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration received by each party from the other, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby 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 parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:

2.2 "BUILDER" means that person, entity or owner who is responsible for the construction of the residential dwelling units upon the individual residential lots contained within the development.

2.3 "CONTRIBUTION-IN-AID-OF-CONSTRUCTION" means any amount or items of money or services or property received by the UTILITY from any DEVELOPER and provided at no cost to the UTILITY which represents an addition to the capital of the UTILITY and utilized to offset the cost of extending the Utility's Systems to the Developer's Property.

2.4 "CUSTOMER" means the individual or entity which is receiving potable water service from Utility in accordance with the Utility's tariff and service availability policy.

2.5 "CUSTOMER INSTALLATION" means all Facilities on the customer's side of the Point of Delivery.

2.6 "DEVELOPER" means Canam Palisades Ltd., a Florida limited partnership, its successors and assigns.

2.7 "DEVELOPER'S PROPERTY" means that land described in Exhibit "A" hereof.

2.8 "ERC" means Equivalent Residential Connection as that term is used and defined in the UTILITY's Tariff, as it may be amended from time to time.

2.9 "ESCROW CLOSING" means that closing transaction which shall take place between UTILITY and Minneola Harbour Hills, Ltd. in December, 1990 and whereupon the water utility assets of the Palisades water system shall be transferred to UTILITY and placed in escrow; subject to FPSC approval of said transaction.

2.10 "FDER" means the Florida Department of Environmental Regulation, as agency of the State of Florida, or any successor agency.

2.11 "FPSC" means the Florida Public Service Commission, an agency of the State of Florida, or any successor agency.

2.12 "GPD" means gallons per day on an annual average basis.

2.13 "IMPROVEMENTS" means the Improvements which will be constructed and developed by the DEVELOPER on the Developer's Property.



2.14 "LOT OR TRACT" means each separate subdivided building site or other parcel as platted of record or as shown on the Development Plan.

2.15 "DEVELOPMENT PLAN" means the master plan for the Palisades project consisting of three phases or more prepared by Developer or, its engineers, as amended or modified from time to time.

2.16 "OFF-SITE FACILITIES" means the portion of the Water distribution system which extends or expands the Utility's Distribution System to provide Water to the Developer's Property

2.17 "ON-SITE FACILITIES" means the portion of the Water distribution system that has been or will be located wholly within the Developer's Property, known as the Palisades development.

2.18 "OPTION PROPERTY" means those properties which DEVELOPER has either purchased or will purchase in the future for which there are no specific development plans for at this time; said properties are described by Exhibit "E", attached hereto.

2.19 "PHASE" means a part of the Developer's Property which is being or is to be developed and which may consist of three or more Lots and/or Tracts of development.

2.20 "PLANS AND SPECIFICATIONS" means those documents and drawings prepared by the DEVELOPER's engineer for the design and construction of certain On-site Water Facilities and approved by the UTILITY.

2.21 "POINT OF DELIVERY" means the point where the UTILITY's pipes are connected to the customer's pipes. Unless otherwise indicated by the UTILITY, the Point of Delivery shall be at a point on the customer's lot line.

2.22 "SYSTEM CAPACITY CHARGES" means the charge made by the UTILITY for each new Customer Installation to the Utility's System which is designed to defray a portion of the cost of the Utility's System, as may be amended from time to time by the FPSC and set forth in the Tariff. For this Agreement, the UTILITY's Plant Capacity Charge is Zero Dollars (\$0.00) per ERC for water service.

2.23 "TARIFF" means the UTILITY's Tariff on file with the FPSC, or as that document may be amended from time to time.

2.24 "UTILITY" means Southern States Utilities, Inc., a water utility as defined in Section 367.021(3), Florida Statutes, its successors or assigns.

2.25 "UTILITY'S SYSTEM" means all Water Facilities and interests in real and personal property owned, operated, managed or controlled by the UTILITY now and in the future and used to provide Water Service Capacity to existing and future customers within the certificated service area of the UTILITY.

2.26 "WATER" means water satisfactory for drinking, cooking and domestic purposes meeting the quality standards of the FDER, for potable water.

2.27 "WATER FACILITIES" means all kinds of treatment plant facilities, including but not limited to water treatment, storage and other appurtenant facilities for the provision of piped Water to the Developer's Property. Water Facilities are necessary for the UTILITY to provide Water Service Capacity to the Developer's Property, and includes wells, plants, pumps and necessary appurtenant equipment required to withdraw and treat raw water in order to produce potable water.

2.28 "WATER SERVICE CAPACITY" means the readiness and ability of the UTILITY to furnish Water to each Lot or Tract on the Developer's Property in accordance with applicable governmental requirements and regulations. Water Service Capacity is typically expressed as a rate of Water flow measured in GPD.

SECTION 3: DESIGN, CONSTRUCTION, AND OPERATION OF ON-SITE FACILITIES. The DEVELOPER agrees as a condition precedent to its receipt of Water Service Capacity to do the following:

3.1 Design of On-Site Facilities. The DEVELOPER shall, at its expense, cause its own Florida registered professional engineer to design and produce and submit to the UTILITY for its review, and approval or rejection of the engineering plans and specifications prior to construction of the On-Site Facilities. The Plans and Specifications have been furnished for the first Phase only, and subsequent Phases may be furnished from time to time. However, each such Phase shall conform to the Development Plan for the Developer's Property attached hereto or, if not so attached, such Development Plan shall be submitted to the UTILITY concurrent with or prior to submission of the Plans and Specifications for the first Phase. The DEVELOPER may modify its Development Plan at any time and from time to time with the consent of the UTILITY, which consent shall not be unreasonably withheld, provided such modification does not unduly interfere with existing facilities or commitments or increase the Water Service Capacity required by the Developer's Property, except for as provided in Section 28, herein. The Developer shall submit a copy of the modified plan to the UTILITY. The DEVELOPER shall cause its engineer to submit to UTILITY Plans and Specifications governing the materials to be used by DEVELOPER and the method and manner of installation.



3.2 Approval of Plans and Specifications for On-Site Facilities. The UTILITY shall review, and reject or approve, any such Plans and Specifications submitted pursuant to Subsection 3.1 hereof within thirty (30) days after its receipt of the Plans and Specifications, however, Utility shall use its' reasonable and best efforts to complete such reviews within fifteen (15) days. The Utility shall provide to the Developer and his engineer in writing the reasons, including technical justifications, for any rejection or modifications requested to be made to the Plans and Specifications. The DEVELOPER's engineers shall make corrections or modifications at DEVELOPER's expense to any portion of the Plans and Specifications which are unacceptable to the UTILITY, and shall resubmit the corrected or modified Plans and Specifications to the UTILITY for further review of those items or questions previously questioned by UTILITY, until UTILITY shall have approved the Plans and Specifications. Any such submitted Plans and Specifications which are not approved or rejected within the time period provided shall be deemed approved.

3.3 Permitting. The DEVELOPER shall, at its expense, obtain all necessary state and local permits or approvals required for the construction of the On-Site Facilities to be constructed pursuant to this Agreement. The DEVELOPER shall send written copies of all permit applications filed with state or local governmental entities, to the UTILITY, and shall also provide the UTILITY with copies of all written permits, approvals, requests for additional information, or denials received by the DEVELOPER in connection with such permit applications.

3.4 Construction of On-site Facilities. After UTILITY approval of the Plans and Specifications for any phase or portion of the On-Site Facilities, the DEVELOPER, shall at its expense, construct and install that phase or portion of the On-Site Facilities as the same are depicted in the UTILITY-approved Plans and Specifications therefor. The DEVELOPER warrants that the On-Site Facilities to be constructed by it pursuant to this Agreement shall be constructed in accordance with the approved Plans and Specifications, and also in accordance with all other applicable federal, state, and local laws, regulations, rules and ordinances. All construction of the On-Site Facilities to be constructed or installed by DEVELOPER hereunder shall be done by contractors approved in advance by the UTILITY as competent to perform such work. Certified utility contractors licensed in the State of Florida and who have performed such construction for two (2) or more years shall generally be acceptable. The UTILITY'S approval of such contractors shall not be unreasonably withheld. The Developer shall furnish the Utility a list of contractors for its review within thirty (30) days after execution of this Agreement. The Utility shall review and approve or disapprove the contractors contained on such list within thirty (30) days after receipt of same. After completion of construction and prior to acceptance or approval of such Facilities by UTILITY, DEVELOPER agrees to furnish

to UTILITY one (1) set of Mylar "as-built" drawings showing specification locations, depth, and other appropriate details of all On-site Facilities as located by a licensed surveyor along with two (2) prints of the "as-built" drawings which have been sealed by the surveyor and certified by the engineer of record. In addition, DEVELOPER will provide UTILITY with two (2) sets of all appropriate manuals for operation of any pumping stations and other mechanical and electrical equipment installed by DEVELOPER, as applicable.

3.5 Inspection, Testing, and Approval of Construction. During the construction of the On-Site Facilities by DEVELOPER, the UTILITY shall have the continuing right to inspect such installations to determine compliance with the Plans and Specifications. The UTILITY shall review and approve of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, exfiltration, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the Plans and Specifications and good engineering practices. Such tests and standards shall be in accordance with those required by local or State regulatory authorities and normal industry practices. DEVELOPER agrees to pay to UTILITY, or the UTILITY'S authorized agent, a flat fee amount to cover the cost of inspection of installations made by DEVELOPER or DEVELOPER'S contractor, which charge shall be as provided in Subsection 6.3 hereof.

3.6 Conveyance or Dedication of Facilities and Easements.

(1) No later than ten (10) days after written request by the UTILITY (but prior to the UTILITY'S acceptance of any phase of the On-Site Facilities), the DEVELOPER shall provide the UTILITY an opinion of DEVELOPER'S counsel or title insurance company to the effect that the lands to be encumbered by all easements to be conveyed or dedicated by the DEVELOPER to the UTILITY pursuant to this Agreement with respect to that phase or portion of the On-Site Facilities to be accepted by the UTILITY for ownership, operation, and maintenance are, in fact, owned by the DEVELOPER, free and clear of all liens (including mechanics' liens) and encumbrances, other than those acceptable and approved by the UTILITY. Such opinion of counsel, when rendered, may reflect that the lands involved are encumbered by a development mortgage or mortgages, but any such mortgage or mortgages must be subordinated to or released (or said mortgagor shall join in the plat dedication which creates and records such easements) from the lands upon which easements are to be granted to the UTILITY pursuant to this Agreement at the time such On-Site Facilities and easements are granted to the UTILITY.

(2) Prior to acceptance of any phase or portion of the On-Site Facilities for ownership, operation and



maintenance by the UTILITY, the DEVELOPER shall, with the respect to such phase or portion constructed or otherwise provided by the DEVELOPER, (a) convey, grant or dedicate to the UTILITY free and clear of all liens and encumbrances, such easements as are reasonably necessary for the UTILITY to own, operate, maintain, repair, expand, and replace the On-Site Facilities accepted by the UTILITY, including all On-Site Facilities constructed thereon, and (b) transfer and convey to the extent that the same are transferable all governmental approvals and permits that will enable the UTILITY to operate the applicable phase or portion of those On-Site Facilities and provide Water Service Capacity to the Improvements, and notify all governmental agencies of such transfer and conveyance as may be required by law. The UTILITY shall review and approve or reject within thirty (30) days after receipt thereof, all documents submitted by the DEVELOPER pursuant to this Subsection 3.6(2). However, Utility shall use its reasonable and best efforts to review and approve or reject within fifteen (15) days of receipt of said documents.

(3) Notwithstanding the above, whenever the development of the Developer's Property involves one customer or a unity of title of several customers, and in the opinion of UTILITY, ownership by the UTILITY of the On-Site Facilities is not necessary, then at the option of UTILITY, DEVELOPER shall retain ownership and the obligation for maintenance of such On-Site Facilities as UTILITY shall hereinafter designate in writing. Developer may transfer such obligations to a Homeowners Association or similar entity. The UTILITY shall review and approve of such an entity and the transfer to same, such approval shall not be unreasonably withheld. As long as said Property then remains in one Customer, DEVELOPER or its successors or assigns shall have the right to retain ownership and the obligation for maintenance. The retention of ownership of such On-Site Facilities by DEVELOPER shall not diminish the right of UTILITY to provide service to the property of others by or through the full utilization of such easement rights as provided for herein and utilization for such purpose in accordance with the Development Plan. In the event of such use by others, DEVELOPER's cost of maintaining such On-Site Facilities shall be shared between DEVELOPER and UTILITY (or DEVELOPER and other parties when DEVELOPER retains ownership of such On-Site Facilities) in accordance with each such party's hydraulic share (based on each party's proportionate flows) or such other method as said parties shall mutually determine. Notwithstanding anything to the contrary contained herein, the UTILITY shall not be required to accept title to any Customer Installations.

3.7 Bonding Requirements. After inspection and acceptance, UTILITY agrees to accept and maintain each phase of On-Site Facilities that is completed by DEVELOPER, except for Customer Installations which are not the responsibility of UTILITY as herein

the Property, free and clear of all liens, claims, and encumbrances of whatsoever type or nature. In addition thereto, DEVELOPER shall execute such formal conveyance of said water distribution systems as UTILITY shall, from time to time, reasonably require, including, but not limited to a Bill of Sale. DEVELOPER agrees with UTILITY that all water distribution systems used, useful, or held for use in connection with potable water supply services shall at all times remain the sole, complete, and exclusive property of UTILITY, its successors and assigns, and any person, firm or corporation owning any part of the property or any improvements constructed or located thereon shall not have any right, title, claim, or interest in and to such facilities or any part thereof, for the purpose of furnishing potable water supply services to other persons, firms, corporations, or developers located within or beyond the limits of the property.

3.9 Effect of Reviews, Inspections, Approvals, and Acceptances. The reviews, inspections, approvals, and acceptances by the UTILITY of the Plans and Specifications and construction shall not constitute a waiver of any claims arising from (1) faulty or defective design, (2) faulty or defective construction, (3) unsettled liens and encumbrances, and (4) tort claims.

3.10 Operation and Maintenance of On-Site Facilities. Subject to the DEVELOPER's compliance with section 3 and 5 hereof, the UTILITY or its successors shall in writing accept ownership and assume responsibility for the operation and maintenance of those On-Site Facilities for which the UTILITY has approved the design, construction, and documents specified in Subsection 3.6, excluding the Customer Installations. Upon acceptance of ownership and assumption of the responsibility for the operation and maintenance of any such On-Site Facilities by the UTILITY as contemplated in this Agreement, all customers of those On-Site Facilities shall be deemed customers of the Utility's System, and the UTILITY shall set and collect all water rates, fees, charges and deposits for those On-Site Facilities, without exception, in accordance with its Tariff. In addition to other applicable requirements, all property owners and customers must provide at their expense necessary individual service lines as a condition precedent to receiving Water Service Capacity from the UTILITY.

**SECTION 4: OFF-SITE FACILITIES.** Where applicable, and as required by the approved Plans and Specifications, the DEVELOPER shall construct and install at its sole expense any Off-Site Facilities required to extend Water Service Capacity to the Developer's Property, in accordance with the Development Plan. The construction and conveyance of all such Off-Site Facilities shall be governed by all the terms and provisions of Section 3 hereof. The UTILITY may elect to construct said Off-Site Facilities, and in such event the DEVELOPER shall be responsible for payment of the actual and direct costs for the Off-Site Facilities and the



installation of said Off-Site Facilities within thirty (30) days after receipt of written notice from UTILITY as to the amount of said costs. Based upon the development plans for Palisades there are no off-site facilities to be constructed by the DEVELOPER.

#### **SECTION 5: EASEMENTS.**

5.1 Grant of Easements. The DEVELOPER hereby grants and gives to the UTILITY, its successors and assigns, subject to the terms of this Agreement, those temporary easements necessary to construct, install, own, maintain, expand, and operate Water Facilities (hereafter "Facilities") in, under, upon, over, and across the Developer's Property to serve the Developer's Property; which shall lie 7.5 feet on either side of the On-site Facilities installed by Developer and to provide service to the property of others in accordance with the Development Plan. The foregoing temporary easements to facilitate service to Developer's Property shall be automatically released upon the location and recordation of specific permanent easements or upon the recordation of the final plat for any such portion of the Developer's property which plat contains appropriate permanent easements upon completion of construction of the Water Facilities, without the necessity of any further action on the part of the Developer or Utility. DEVELOPER will execute such specific permanent easements to be recorded in the public records. Thereafter, the Utility, its successors and assigns, shall have the exclusive right or privilege to construct, install, own, maintain, expand, repair, and operate Water Facilities in, under, upon, over, and across the aforesaid easements; and to provide service to the property of others in accordance with the Development Plan. In the event the UTILITY wrongfully fails to provide Water Service Capacity as set forth in this Agreement, DEVELOPER may revoke the exclusivity of this grant and be released of liability for additional easements not then being utilized by UTILITY and make such other arrangements as it deems necessary for the further provisions of Water Service Capacity to the Developer's Property.

5.2 Rights of Ingress and Egress. The foregoing grants include the necessary right of ingress and egress to any part of the aforesaid easements upon which UTILITY is constructing, operating, or maintaining such Facilities; the foregoing grants shall be for such period of time as and to the fullest extent that UTILITY or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation, repair, or expansion of said Facilities.

5.3 Private Property Installations. In the event mains, lines, or facilities are to be installed in lands within or outside the Developer's Property, in areas outside of streets and public ways, the DEVELOPER or the owner shall grant to UTILITY, without cost to UTILITY, the necessary easement or easements for such private property installation by express grant; provided, all

5.5 Utilization of Easement Grants. The UTILITY agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water industry with respect to the installation of all such Facilities in any of the easement areas to serve the Developer's Property and the property of others in accordance with the Master Plan; and that DEVELOPER or DEVELOPER's successors or assigns in granting any easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easements to other persons, firms, or corporations to provide to the Property any utility services other than water service.

SECTION 6: RATES, FEES, AND CHARGES. As a condition to the provision of Water Service Capacity, the DEVELOPER agrees to pay certain rates, fees, and charges as Contributions-in-aid-of-Construction as hereinafter set forth in this Section 6.

6.1 System Capacity Charges; Meter Installations.

(1) To induce the UTILITY to provide Water Treatment and Production Facilities to DEVELOPER for use on the Developer's Property, the DEVELOPER agrees to pay the UTILITY System Capacity Charges in the amount of \$0.00 per ERC. Accordingly, the DEVELOPER's total System Capacity Charges, based upon 542 ERC's, will be \$0.00 Dollars (\$0.00) per ERC payable pursuant to this Section 6. The number of ERC's of Water Service Capacity attributable to each Customer Installation shall be determined in accordance with the UTILITY's rules and regulations, the UTILITY's tariff on file with the FPSC and the applicable FPSC



regulations.

(2) The CUSTOMER shall be required to pay the applicable charge (as set by UTILITY from time to time) for water meters and meter installations of sufficient capacity for all single-family, residential, multi-family, mobile home, commercial installation or any other connection requiring a measuring device. A current schedule of meter charges has been attached to and incorporated in this Agreement as Exhibit "C". The current applicable charge for a water meter and its installation to serve a single family residence is \$75.00.

6.2 Rates and Charges. Rates and other charges to individual Customers of Water Service shall be those set forth from time to time in the Tariff approved by the FPSC. However, notwithstanding any provision in this Agreement, the UTILITY may establish, amend, revise, and enforce, from time to time in the future, its Tariff, provided that such rates, fees, charges, and deposits are uniformly applied to customers in its service area and are non-discriminatory as applied to the same classification of service throughout its service area, subject to FPSC approval. The UTILITY may establish, amend, or revise, from time to time in the future, and enforce rules and regulations covering Water Service Capacity to the Developer's Property. Such rules and regulations so established by the UTILITY shall at all times be reasonable and subject to such regulation as may be applicable. Any initial or future lower or increased rates, rate schedules, or other fees and charges, except for System Capacity Charges, and rules and regulations established, amended or revised and enforced by the UTILITY from time to time in the future, shall be binding upon DEVELOPER or individual Customer, upon any person or other entity holding by, through or under DEVELOPER, and upon any user or other customer of the Water Service Capacity provided to the Developer's Property.

6.3 Inspection and Review Fees. Pursuant to the provisions of Section 3 and Section 4 of this Agreement, DEVELOPER shall pay to the UTILITY Plans and Specifications Review Fees and Construction Inspection Fees as follows:

(1) Plans/Specifications Review Fees and Construction Inspection Fees payable to the UTILITY for review and inspection by the UTILITY and its engineers of DEVELOPER'S engineering plans and specifications, inspections of the construction thereof, and installations made in connection with for DEVELOPER'S On-Site Facilities shall be in an amount equal to \$750.00, which shall be paid to Utility within forty-five (45) days of execution of this Agreement.

(2) Legal and Administrative Fees for the review and preparation by the UTILITY or its attorneys of the documents, including this Agreement, necessary to accomplish those

activities provided for by this Agreement, shall be an amount equal to \$500.00, which shall be paid to Utility within forty-five (45) days of execution of this Agreement.

#### 6.4 General Rate Provisions.

(1) Payment of the sums set forth in this Section 6 does not and will not result in the UTILITY waiving any of its rates, fees, charges, rate schedules, or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The UTILITY shall not be obligated to refund to DEVELOPER any portion of such sums for any reason whatsoever, except as specifically provided herein. In the event that the UTILITY fails to provide Service Capacity as provided for herein, the UTILITY shall not be obligated to pay any interest or rate of interest upon such sums. In the event the UTILITY fails to provide Water Service Capacity as provided for above, DEVELOPER shall be entitled to a refund of all monies paid hereunder in which event the parties shall be released from any and all liability or obligation to the other arising hereunder or, in lieu thereof, the DEVELOPER shall have the right to pursue any other remedies, if any, available to it.

(2) Neither DEVELOPER nor any person or other entity holding any of the Property by through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim, or interest in and to the contributions or to any of the water facilities and properties of the UTILITY, and all prohibitions applicable to DEVELOPER with respect to no refund of any such charges or contributions and otherwise, are applicable to all persons or entities, except for that which may be provided in this Section.

(3) Any user or customer of Water Service Capacity shall not be entitled to offset any bill or bills rendered by the UTILITY for such service or services against the contributions or charges. DEVELOPER shall not be entitled to offset the contributions or charges against any claim or claims of the UTILITY.

(4) If all or any portion of the Utility's System is acquired by a governmental entity, DEVELOPER acknowledges and agrees that any right to refund it may have under this Agreement shall terminate, expire, and be of no further force effect. Any such governmental entity must assume the obligations of this Agreement and all of its material terms and conditions, which are contained herein.



**SECTION 7: ALLOCATION AND PROVISION OF WATER SERVICE CAPACITY.**

7.1 Allocation. Subject to the DEVELOPER's compliance with the terms and conditions of this Agreement; the UTILITY hereby agrees to allocate and reserve five hundred forty two (542) ERC's of Water Service Capacity to the DEVELOPER for use by the DEVELOPER with its Improvements on the Developer's Property. Any such allocated Water Service Capacity which is not connected or used by the DEVELOPER within fifteen (15) years from the date of execution of this Agreement shall revert back to UTILITY, and, in such an event, the UTILITY shall not be obligated to refund System Capacity Charges or other rates, fees, or charges paid by the DEVELOPER. The Water Service Capacity reserved pursuant to this Agreement shall be made available for use by the DEVELOPER, its successors and assigns in accordance with the provisions of section 8 hereof.

7.2 Provision of Water Service Capacity. Upon the completed conveyance of On-Site Facilities to the UTILITY, payment of applicable rates, fees, and charges, and the physical connection of a given Customer Installation to the Utility's System, the UTILITY agrees to continuously provide Water Service Capacity to said Customer Installation in accordance with the terms and conditions of this agreement, its Tariff, and applicable requirements of the FPSC and FDER. Notwithstanding the above, the UTILITY does not guarantee or warrant any special service, pressure, quality, or other facility other than what is required to fulfill a duty of reasonable care to the customers to whom it provides such Water Service Capacity.

7.3 Prior Approvals. Notwithstanding anything to the contrary contained in this Agreement, the parties recognize that the UTILITY may be required to obtain approvals from various governmental authorities having jurisdiction and regulatory power over the construction, maintenance, and operation of the water Treatment and Production Facilities and Water Facilities, before it can render service to the Developer's Property. The UTILITY will diligently and earnestly make the necessary and proper applications to all governmental authorities, and will pursue the same to the end that it will use its best efforts to obtain such approvals. Applications for the approval of Plans and Specifications for those said On-Site Facilities to be constructed by the DEVELOPER shall be forwarded by DEVELOPER's engineers to the applicable governmental agencies subsequent to the UTILITY's approval of such Plans and Specifications. If required, this agreement shall be filed for record with the applicable governmental agency. It is further understood and agreed that either party shall have the right to declare this Agreement null and void, and of no further force and effect, if any requisite approvals required by UTILITY cannot be obtained within a reasonable period of time and through the application of best efforts to obtain same.

The Utility shall have 180 days from the date of the escrow closing with Minneola Harbour Hills, Ltd. to obtain the FPSC approval of the amendment of its Lake County Certificate, which if not obtained either party shall have the right to declare this Agreement null and void, and of no further force and effect.

#### SECTION 8: CUSTOMER INSTALLATIONS.

8.1 Notice of Initial Connection to Utility's System. The DEVELOPER shall give the UTILITY written notice the DEVELOPER is connecting the On-Site Facilities to the Utility's System not less than ten (10) business days prior to said connection(s) so that the UTILITY may inspect said connection(s); provided, however, that if the date of expiration of the ten (10) day notice period occurs on a Saturday, Sunday, or legal holiday, the UTILITY may postpone its inspection until the next occurring day which is not a Saturday, Sunday, or legal holiday. If DEVELOPER fails to give said written notice, the UTILITY may require DEVELOPER to uncover and expose said connection for inspection, at the sole cost of DEVELOPER.

8.2 Connection of Individual Customer Installations. Although the responsibility for connecting the installation to the lines of the UTILITY at the Point of Delivery is that of the BUILDER, Customer or entity other than UTILITY, with reference to such connections, the parties agree as follows:

(1) Only copper, PVC, polyethylene pipe or such other materials as UTILITY may reasonably approve in writing shall be used for said connections;

(2) Except as otherwise provided in Subsection (4) below, all Customer Installation connections must be inspected by UTILITY before backfilling and covering of any pipes;

(3) Notice to UTILITY requesting an inspection of a Customer Installation connection may be given by the plumber, customer, DEVELOPER or BUILDER, and UTILITY will make a good effort to inspect said Customer Installation within twenty-four (24) hours of said notice, or on the next occurring day which is not a Saturday, Sunday, or legal holiday;

(4) If UTILITY fails to inspect the Customer Installation connection within forty-eight (48) hours after such inspection is due to occur as provided hereinabove, the DEVELOPER, BUILDER, contractor or owner may backfill or cover the pipes without UTILITY's approval; provided, however, the DEVELOPER, BUILDER, owner or contractor shall remain liable for any claims arising from (a) faulty or defective design, (b) faulty or defective construction, and (c) tort claims associated with said pipes and backfilling.



(5) If the BUILDER or CUSTOMER does not comply with the foregoing inspection provisions, UTILITY may refuse service to a connection that has not been inspected until BUILDER or CUSTOMER complies with these provisions; and

(6) The cost of constructing, operating, repairing, or maintaining the Customer Installations shall be that of CUSTOMER, BUILDER or others as applicable other than UTILITY.

8.3 Application for Service. The DEVELOPER, CUSTOMER, BUILDER, its successors, or the occupant(s) of the Property, shall make written application to the UTILITY for the opening of an account(s) for service. Said application is to be made only after the payment of all System Capacity Charges and other capital contributions as required in Section 6 hereof. At the time of making said application for service, the applicant shall pay all service charges set forth in the Tariff filed with the FPSC. Within ten (10) business days after the DEVELOPER's or BUILDER'S receipt of any building permits for construction of all or any portion of the Improvements, the DEVELOPER or BUILDER shall send a true copy of any such building permits to the UTILITY.

8.4 Payment of Customer Deposits. The Customer shall pay to the UTILITY the appropriate customer deposit as provided by the UTILITY Tariff which shall be held as customer deposits and will be administered in accordance with the provisions of the Tariff and FPSC requirements. CUSTOMER agrees to pay such customer deposit(s) to the UTILITY by U.S. cash, local check or cashier's check drawn on a local bank.

**SECTION 9: ASSURANCE OF TITLE TO PROPERTY.** Within a period of forty-five (45) days after the execution of this Agreement, at the expense of DEVELOPER, DEVELOPER shall deliver to the UTILITY an opinion of title from a qualified attorney-at-law or title insurance company, acceptable to UTILITY, with respect to the Developer's Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, tenancies or parties in possession and other covenants affecting the Developer's Property. A true copy of the title insurance policy obtained by the DEVELOPER at the time of purchase of the Property may also be provided to the UTILITY to satisfy the requirements of this Section, which shall be on an ALTA Form B. The provisions of this Section are for the purpose of evidencing DEVELOPER's legal right to grant the exclusive rights of service and lien rights contained in this Agreement.

**SECTION 10: INCORPORATION OF LAWS, RULES, AND POLICIES.** This Agreement shall be read in conjunction with and be subject to all existing and future federal, state, and local laws, rules and policies applicable to water and sewer utilities in any manner or

form, and all existing and future UTILITY rules, policies, and Tariff provisions.

**SECTION 11: COVENANT NOT TO ENGAGE IN UTILITY BUSINESS.** The DEVELOPER, 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 Water Service Capacity to the Developer's Property during the period of time the UTILITY, its successors and assigns, provide Water Service Capacity to the Developer's Property, 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 UTILITY shall have the sole and exclusive right and privilege to provide Water Service Capacity to the Developer's Property and to the occupants of each residence, building or unit constructed thereon.

**SECTION 12: DISCLAIMERS; LIMITATIONS ON LIABILITY.**

**12.1 STATUS.** THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

**12.2 INDEMNITY.** THE DEVELOPER SHALL INDEMNIFY THE UTILITY, ITS RESPECTIVE AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDING, ACTIONS AND FEES, INCLUDING ATTORNEYS' FEES, FOR INJURY (INCLUDING DEATH) TO PERSONS OR DAMAGE TO PROPERTY OR PROPERTY RIGHTS THAT MAY ARISE FROM OR BE RELATED TO ACTS, ERRORS, OR OMISSIONS OF THE DEVELOPER, ITS AGENTS, EMPLOYEES, SERVANTS, LICENSEES, INVITEES, OR CONTRACTORS OR BY ANY PERSON UNDER THE CONTROL OR DIRECTION OF THE DEVELOPER, OR BY THE DEVELOPER'S USE OF THE UTILITY'S SYSTEM. THE DEVELOPER SHALL INDEMNIFY THE UTILITY AS AFORESAID FROM ALL LIABILITY, CLAIMS AND ALL OTHER ITEMS ABOVE MENTIONED, ARISING OR GROWING OUT OF OR CONNECTED WITH ANY DEFAULT, BREACH, VIOLATION OR NONPERFORMANCE BY THE DEVELOPER OF ANY COVENANT, CONDITION, AGREEMENT OR PROVISION CONTAINED IN THIS AGREEMENT CONCERNING ALL OR ANY PART OF THE UTILITY'S SYSTEM. THE UTILITY SHALL LIKEWISE INDEMNIFY THE DEVELOPER, ITS RESPECTIVE AGENTS AND EMPLOYEES AS SET FORTH ABOVE.

**12.3 FORCE MAJEURE.** THE UTILITY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER FOR ANY REASON OF THE FAILURE OR INABILITY OF THE UTILITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER), 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 BLOCKAGES, 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, COUNTY, 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, COUNTY, 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 UTILITY AND WHICH BY EXERCISE OF DUE DILIGENCE AND BEST EFFORTS THE UTILITY IS UNABLE TO OVERCOME. THE DEVELOPER SHALL LIKEWISE NOT BE LIABLE OR RESPONSIBLE TO THE UTILITY FOR ANY REASON OF THE FAILURE OR INABILITY OF THE DEVELOPER TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY (OR ANY INJURY TO THE UTILITY OR BY THOSE CLAIMING BY OR THROUGH THE UTILITY), WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS SET FORTH ABOVE.

12.4       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.

12.5       DISCLAIMER OF SECURITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE UTILITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE UTILITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE UTILITY IN THE CONNECTION WITH THE UTILITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE UTILITY 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 UTILITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 13: TERMINATION AND OTHER REMEDIES. The UTILITY shall have the right, for any length of time, to terminate this Agreement, refuse to provide or terminate Water Service Capacity to the DEVELOPER or any structure on the Developer's Property in the event the DEVELOPER, or its successors and assigns fail to comply with any of the material terms and conditions to this Agreement concerning all or any part of the utility's System, UTILITY rules or policies, or any other general or special law or revisions thereof at any time (as may be determined by the UTILITY). Nothing contained in this Agreement shall be construed to prohibit the UTILITY or the DEVELOPER from exercising or utilizing any other appropriate remedies for the enforcement of the terms and conditions of this Agreement by whatever means are provided by law or equity,

including but not limited to the right of specific performance. The exercise of UTILITY'S rights to terminate or refuse to provide service hereunder shall, however, be subject to the UTILITY'S and the FPSC'S rules and regulations.

**SECTION 14: NOTICE, PROPER FORM.** Any notices required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other parties delivered in accordance herewith:

**UTILITY:**

Mr. Bert Phillips, President  
Southern States Utilities, Inc.  
1000 Color Place  
Apopka, Florida 32703

with a copy to:

Karla Olson Teasley  
Southern States Utilities, Inc.  
1000 Color Place  
Apopka, Florida 32703

**DEVELOPER:**

Neal Harris  
Canam Palisades, Ltd.  
1311 S. Vineland Road  
Winter Garden, Florida 34787

with a copy to:

G. Thomas Ball  
Baker & Hostetler  
2300 Sun Bank Center  
Post Office Box 112  
Orlando, Florida 32802

**SECTION 15: NOTICES: DEFAULT.** Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party (1) thirty (30) days from the date of its receipt of such notice within which to cure any such defaults not related to the payment of money, or to commence and thereafter diligently pursue to completion good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such defaults, or (2) ten (10) days from the date of its receipt of such notice within which to cure any such defaults related to the payment of money.



## **SECTION 16: ASSIGNMENTS.**

**16.1 ASSIGNMENTS BY DEVELOPER.** Except as expressly provided herein, the DEVELOPER agrees not to assign or transfer all or any portion of this Agreement. The allocation of Water Service Capacity granted to DEVELOPER may be assigned, transferred, leased, encumbered or disposed of, if and only if:

(1) The DEVELOPER has obtained the prior written consent, which shall not be unreasonably withheld, of the UTILITY to such an assignment, sale or disposition, such consent to be given within twenty (20) days of receipt of written notice from DEVELOPER to UTILITY by UTILITY or the assignee shall be deemed approved, with any reasons for such disapproval to be provided to the DEVELOPER in writing; and

(2) The assignment is in direct connection with a bonafide sale of the Developer's Property, or the Option Property, or a portion thereof to which the Water Service Capacity reserved relates, and the UTILITY is notified in writing of such assignment; and

(3) The assignee pays all of the UTILITY's legal and administrative costs incurred in connection with such Assignment and assumes all of the duties and obligations of the assignor under this Agreement. Such assignment shall contain similar material terms and conditions as this Agreement.

In no instance shall any sale or assignment of Water Service Capacity reserved be made by DEVELOPER for a consideration which is more than the amount actually paid by DEVELOPER to reserve the Capacity, less any reimbursements. In all instances, the DEVELOPER and any assignee shall provide to the UTILITY, at the UTILITY's request, copies of all relevant documents, excluding the sale and purchase contract for the property (except for relevant sections or paragraphs therein which pertain to the Water Service Capacity) and such other information pertaining to or affecting such transfer as the UTILITY shall reasonably request.

**16.2 MAINTENANCE OF WATER SERVICE CAPACITY.** The UTILITY shall have the right to allocate its remaining unused Water Service Capacity not allocated pursuant to this Agreement to other users as it determines to be in the public interest. Notwithstanding the entitlement contained in Section 7 and the provisions of Section 8, the UTILITY may otherwise allocate Water Service Capacity in the Water Facilities to other users as it determines to be in the public interest and shall not be deemed in default of this Agreement so long as the UTILITY determines that it can provide Water Service Capacity to the DEVELOPER in the amount demanded by it no later than ninety (90) days after receipt of written demand from the DEVELOPER, or upon such later date as may

be agreed to by the parties in writing. The DEVELOPER shall be given written notice of such allocation of Water Service Capacity and shall verify to UTILITY whether said Capacity is required by DEVELOPER. The DEVELOPER shall provide the UTILITY written notice one hundred and eighty (180) days in advance for any Water Service Capacity desired for the Option Properties and furnish to the UTILITY at that time the plans for such properties.

16.3 **ASSIGNMENTS BY UTILITY.** The UTILITY shall have the right to assign or transfer this Agreement or the rights and responsibilities contained herein to any properly authorized commission, authority, corporation, or other public or private person, firm, or entity without consent of the DEVELOPER. DEVELOPER shall be provided notice of any such assignment or transfer, and the material terms and conditions of this Agreement shall remain in full force and effect, and assumed in writing by the assignee.

16.4 **NOTICE OF TRANSFER OF DEVELOPER'S PROPERTY.** The DEVELOPER agrees to provide proper written notice to the UTILITY of the actual date of the legal transfer of Water Service Capacity from DEVELOPER to any third party. The DEVELOPER shall remain responsible for all costs and expenses, including utility bills, which arise as a result of DEVELOPER's failure to notify or improper notification to the UTILITY.

16.5 **BINDING AGREEMENT OR SUCCESSORS.** This Agreement shall be binding upon and shall inure to the benefit of the DEVELOPER, the UTILITY and their respective successors and assigns.

**SECTION 17: RECORDATION.** The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto may be recorded in the Public Records of Lake County, Florida at the expense of the DEVELOPER, upon mutual agreement of the parties.

**SECTION 18: APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**SECTION 19: SURVIVAL OF COVENANTS.** The rights, privileges, obligations, and covenants of the DEVELOPER and the UTILITY shall survive the completion of the work of the DEVELOPER with respect to any phase and to the Developer's Property as a whole.

**SECTION 20: 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.



IN WITNESS WHEREOF, the DEVELOPER and the UTILITY have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

DEVELOPER:

Canam Palisades, Ltd.

By: Neal W. Harris

[Signature] Witness  
Robert M. Shale Witness

STATE OF FLORIDA )  
COUNTY OF )

BEFORE ME, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared Neal W. Harris, as Gen. Partner, who, being first duly sworn upon oath, executed the foregoing instrument in my presence and swore and acknowledged that he signed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this 14th day of Dec, 1992.

Elisabeth L. Brown  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: FEB. 11, 1997.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Signed, sealed and delivered in the presence of:

SOUTHERN STATES UTILITIES, INC.

Lester Blum Witness

By: Bert Phillips  
Bert Phillips, President

Karla Ann Feader Witness

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF Orange )

BEFORE ME, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared Bert Phillips to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of SOUTHERN STATES UTILITIES, INC., a Florida corporation, and he acknowledged to and before me that he executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 18 day of  
December, 1990.

Lisa Freeman Schutz  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 22, 1991  
BONDED THROUGH ASHTON AGENCY INC



**Please Note**

**Due to the voluminous nature of the exhibits to the Developer's Agreement, these exhibits have been omitted from the application package.**

**The Agreement, with exhibits, is on file with the Florida Public Service Commission. Additionally, copies of the exhibits may be obtained by contacting the utility.**

# Affidavit

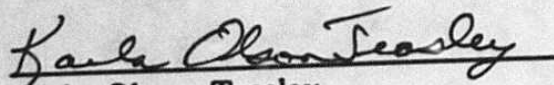
State of Florida  
County of Orange

Before me, the undersigned authority, personally appeared Karla Olson Teasley as Vice President - General Counsel and Secretary of Southern States Utilities, Inc., and after first being duly sworn, said:

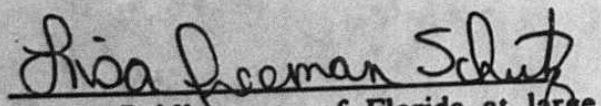
1. That she has personal knowledge of the matters contained herein.

2. That the notice of application, attached hereto as Exhibit "A" and made a part hereof by this reference, was mailed on or about March 15, 1991, to those entities listed on Exhibit "B" attached hereto and made a part hereof by this reference, and that the certified mail receipts, copies of which are attached hereto as Exhibit "C" and made a part hereof by this reference, are true and correct. Copies of the proof of delivery forms will be a LATE-FILED EXHIBIT.

Further Affiant sayeth not.

  
Karla Olson Teasley

Sworn to and subscribed before  
me this 13 day of March, 1991.

  
Notary Public, state of Florida at large  
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 22, 1991  
BONDED THROUGH ADYTON AGENCY INC





**General Offices**

1000 Color Place  
Apopka, FL 32703  
(407) 880-0058

March 15, 1991

Re: Application for Amendment  
of Certificate Number 106-W  
Palisades Country Club Project  
Lake County, Florida

Dear Sirs:

Notice is hereby given pursuant to Section 367.045, Florida Statutes, of the application of Southern States Utilities, Inc. to amend their certificate number 106-W to provide water service to the following described lands in Lake County, Florida:

Township 22 South, Range 25 East, Lake County, Florida.

Section 1

The SE 1/4 of the NW 1/4, and the E 1/2 of the SW 1/4, and the N 1/2 of the SE 1/4 and the SE 1/4 of the SE 1/4 of said Section 1.

Section 3

The W 1/2 of the SW 1/4 of said Section 3.

Section 4

The S 3/4 of the E 1/2 of the SE 1/4 of said Section 4.

Section 9

The N 1/2 of the NE 1/4 of the NE 1/4 and the E 1/2 of the NW 1/4 of the NE 1/4 of said Section 9.

Section 11

All of that portion of said Section 11 lying northwesterly of the shoreline of Lake Minneola.

Section 12

The NE 1/4 of the NE 1/4 and the E 1/2 of the NW 1/4 of the NE 1/4 and that portion of the W 410 feet of the E 1/2 of the SW 1/4 of the NE 1/4 of said Section 12 that is lying northeasterly of the shoreline of Lake Minneola and the N 310 feet of the E 250 feet of the E 1/2 of the SW 1/4 of the NE 1/4 of said Section 12 and that portion of the W 925 feet of the NW 1/4 of said Section 12 lying northerly of County Road 561-A and the N 910 feet of the E 1810 feet of the NW 1/4 of said Section 12 less and except the S 210 feet of the E 1017 feet

Exhibit "A"

Page 1 of 2

Section 14

The S 205 feet of the W 430 feet of the N 1114 feet of the NW 1/4 of said Section 14.

Section 15

The N 1450 feet of the E 1/2 of the E 1/2 of the NE 1/4 of said Section 15.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida, 32301, and a copy of said objection mailed to the applicant whose address is: Southern States Utilities, Inc., 1000 Color Place, Apopka, Florida 32703.

Very truly yours,

Southern States Utilities, Inc.

by: Karla Olson Teasley  
Karla Olson Teasley, Vice  
President - General Counsel  
and Secretary



Commissioners:  
THOMAS M. BEARD, CHAIRMAN  
J. TERRY DEASON  
BETTY EASLEY  
GERALD L. (JERRY) GUNTER  
MICHAEL WILSON



DIVISION OF WATER & SEWER  
CHARLES H. HILL,  
DIRECTOR  
(904) 488-8482

## Public Service Commission

February 11, 1991

Lisa Freeman Schutz  
SSU Services  
1000 Color Place  
Apopka, FL 32703

RE: Township 22 South, Range 25 East, Section 12, Lake  
County

Dear Ms. Schutz:

Enclosed is the list of water and wastewater utilities and governmental/regulatory agencies within a four mile radius of the above referenced sections, township and range. Please refer to Commission Rule 25-30.030, Florida Administrative Code, for the noticing requirements. You will note that the four-mile list is dated and is valid for sixty days from that date. If you have not performed the noticing by this date, you must request an updated list.

If you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script, appearing to read "John D. Williams".

John D. Williams, Chief  
Bureau of Certification

JDW/db  
Enclosures

Exhibit "B"  
Page 1 of 2

LIST OF WATER AND SEWER UTILITIES WITHIN A 4 MILE RADIUS OF  
22S 25E 12  
IN LAKE COUNTY  
VALID FOR 60 DAYS

1/11/91

## LOCAL COMMISSIONS

E. CENTRAL FLORIDA REGIONAL PLANNING  
1011 WYEMORE ROAD, SUITE 105  
WINTER PARK, FL 32789

BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 297  
TAVARES, FL 32778

DER CENTRAL DISTRICT  
3319 MAGUIRE BLV'D, SUITE 232  
ORLANDO, FL 32803

ALL INCORPORATED TOWN AND  
CITY GOVERNMENT WITHIN 4  
MILES

## STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL  
C/O THE HOUSE OF REPRESENTATIVES  
THE CAPITOL  
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION  
101 E. GAINES STREET  
TALLAHASSEE, FL 32399-0870

City of Clermont  
1 Westgate Plaza  
P. O. Box 120219  
Clermont, FL 34712-0219

City of Minneola  
P. O. Box 678  
Minneola, FL 32755

Town of Montverde  
P. O. Box 560008  
Montverde, FL 34756



P 513 836 505

## RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

U.S.G.P.O. 1985-224-555  
PS Form 3800, June 1985

Sent to <b>DER Central District</b>	
Street and No. <b>3319 Maguire Blvd., Ste 232</b>	
P.O. State and ZIP Code <b>Orlando, FL 32803</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	

P 513 836 504

## RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

U.S.G.P.O. 1985-224-555  
PS Form 3800, June 1985

Sent to <b>Board of Co. Commissioners</b>	
Street and No. <b>P.O. Box 297</b>	
P.O. State and ZIP Code <b>Tallahassee, FL 32378</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	

P 513 836 507

## RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

U.S.G.P.O. 1985-224-555  
PS Form 3800, June 1985

Sent to <b>Div. of Records &amp; Reporting</b>	
Street and No. <b>Florida Public Serv. Commissio</b>	
P.O. State and ZIP Code <b>101 E. Gaines Street Tallahassee, FL 32399-0870</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	

P 513 836 506

## RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

U.S.G.P.O. 1985-224-555  
PS Form 3800, June 1985

Sent to <b>State of Fla. Public Counsel</b>	
Street and No. <b>Seventh House of Representatives</b>	
P.O. State and ZIP Code <b>The Capitol Tallahassee, FL 32399-1300</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	

P 513 836 509

## RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

U.S.G.P.O. 1985-234-555

PS Form 3800, June 1985

Sent to <b>City of Minneola</b>	
Street and No. <b>P.O. Box 678</b>	
P.O. State and ZIP Code <b>Minneola, FL 32755</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	

P 513 836 508

## RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

U.S.G.P.O. 1985-234-555

PS Form 3800, June 1985

Sent to <b>City of Clermont</b>	
Street and No. <b>Westgate Plaza</b>	
P.O. Box 120219	
P.O. State and ZIP Code <b>Clermont, FL 34712-0219</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	

P 513 836 503

## RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

U.S.G.P.O. 1985-234-555

PS Form 3800, June 1985

Sent to <b>E. Central Fla. Reg. Planning</b>	
Street and No. <b>1011 Wyemore Rd., Ste. 105</b>	
P.O. State and ZIP Code <b>Winter Park, FL 32789</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	

P 513 836 510

## RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

U.S.G.P.O. 1985-234-555

PS Form 3800, June 1985

Sent to <b>Town of Montverde</b>	
Street and No. <b>P.O. Box 560008</b>	
P.O. State and ZIP Code <b>Montverde, FL 34756</b>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	



## Exhibit "H"

Immediately upon completion of publication, an affidavit that the Notice of Application was published once each week for three (3) consecutive weeks in a newspaper of general circulation in the territory proposed to be added or deleted in accordance with Rule 25-30.030, FAC. Copies of the advertisements shall accompany the affidavit. THIS WILL BE A LATE-FILED EXHIBIT.



**General Offices**

1000 Color Place  
Apopka, FL 32703  
(407) 880-0058

March 15, 1991

The Orlando Sentinel  
Post Office Box 2833  
Orlando, Florida 32802

Attention: Classified Advertising

Re: Legal Advertisement for Palisades Country  
Club Water System in Lake County, Florida

Dear Sirs:

Please run the attached legal notice in the Lake County edition of the Little Sentinel one time per week, for three consecutive weeks. At the end of that time period, please furnish me with an affidavit of publication. Also, please forward your invoice to my attention.

Should you need any additional information, please call me. Thank you for your assistance.

Very truly yours,

Lisa Freeman Schutz  
Paralegal

lfs

enclosure

cc: Karla Olson Teasley





## General Offices

1000 Color Place  
Apopka, FL 32703  
(407) 880-0058

Legal Notice:      Application for Amendment  
                         of Certificate Number 106-W  
                         Palisades Country Club Project  
                         Lake County, Florida

Notice is hereby given pursuant to Section 367.045, Florida Statutes, of the application of Southern States Utilities, Inc. to amend their certificate number 106-W to provide water service to the following described lands in Lake County, Florida:

**Township 22 South, Range 25 East, Lake County, Florida.**

**Section 1**

The SE 1/4 of the NW 1/4, and the E 1/2 of the SW 1/4, and the N 1/2 of the SE 1/4 and the SE 1/4 of the SE 1/4 of said Section 1.

**Section 3**

The W 1/2 of the SW 1/4 of said Section 3.

**Section 4**

The S 3/4 of the E 1/2 of the SE 1/4 of said Section 4.

**Section 9**

The N 1/2 of the NE 1/4 of the NE 1/4 and the E 1/2 of the NW 1/4 of the NE 1/4 of said Section 9.

**Section 11**

All of that portion of said Section 11 lying northwesterly of the shoreline of Lake Minneola.

**Section 12**

The NE 1/4 of the NE 1/4 and the E 1/2 of the NW 1/4 of the NE 1/4 and that portion of the W 410 feet of the E 1/2 of the SW 1/4 of the NE 1/4 of said Section 12 that is lying northeasterly of the shoreline of Lake Minneola and the N 310 feet of the E 250 feet of the E 1/2 of the SW 1/4 of the NE 1/4 of said Section 12 and that portion of the W 925 feet of the NW 1/4 of said Section 12 lying northerly of County Road 561-A and the N 910 feet of the E 1810 feet of the NW 1/4 of said Section 12 less and except the S 210 feet of the E 1017 feet.

Section 14

The S 205 feet of the W 430 feet of the N 1114 feet of the NW 1/4 of said Section 14.

Section 15

The N 1450 feet of the E 1/2 of the E 1/2 of the NE 1/4 of said Section 15.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida, 32301, and a copy of said objection mailed to the applicant whose address is: Southern States Utilities, Inc., 1000 Color Place, Apopka, Florida 32703.

Very truly yours,

Southern States Utilities, Inc.

by: Karla Olson Teasley

Karla Olson Teasley, Vice  
President - General Counsel  
and Secretary



## Exhibit "I"

Detailed cost estimates and the proposed time schedule for completion of the expansion to the transmission and distribution system and/or treatment plant to serve the additional territory.

SECTION 00500

AGREEMENT

THIS AGREEMENT is between Minneola Harbour Hills, Ltd. hereinafter called the OWNER, and Meridith Environmental Services, Inc. hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Check Applicable Box:

- ☐ Contract No. 1: The construction of two (2) potable water wells as shown on the Drawings and specified excluding water treatment facility construction.
- ☐ Contract No. 2: The construction of the Palisades Water Treatment Facility, as shown on the Drawings and specified excluding well construction.
- ☒ Contract No. 3: The construction of the Palisades Water Treatment Facility, including two (2) potable water wells, as shown on the Drawings and specified. (See Attachment #1 entitled "Understanding")

ARTICLE 2. ENGINEER

The Project has been designed by Professional Engineering Consultants, Inc. (PEC), who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 Within 180 days of the effective date of the Notice to Proceed, the Contractor shall complete the Work as described above.



If the facilities described above are not complete as specified above within \_\_\_\_\* days of the effective date of the Notice to Proceed, the Contractor shall pay the Owner as liquidated damages (and not as a penalty) the amount of one hundred dollars (\$100.00) for each calendar day that expires after the \_\_\_\_\* day time limit until the work described above is completed as specified above. This amount represents an estimate of Owner's damages for loss of use and administrative costs associated with delay. In addition to the liquidated damages, there shall be additional damages paid by the Contractor to the Owner for inexcusable delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards owed by Owner to others, inspection and engineering services, delay penalties, fines or penalties imposed by regulatory agencies, contract damages, and professional fees (including attorneys' fees) incurred by Owner in connection with such settlements, awards, delay penalties, regulatory fines or penalties, and contract damages.

\*Note: Insert 120 days for Contract No. 1, 180 days for Contract No. 2, and 180 days for Contract No. 3. See Section 01100 for additional scheduling requirements.

#### ARTICLE 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented on the Bid Form.
- 4.2 The CONTRACTOR agrees to perform all of the WORK as described in the CONTRACT DOCUMENTS, subject to additions and deductions by Change Order, and comply with the terms therein for the lump sum price stated in the attached Bid Schedule, with the actual total compensation to the Contractor to be computed based on the summation of the actual quantity of work performed multiplied by the unit price for such quantity, plus any lump sum work.

#### ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments - OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S monthly Applications for Payment, as recommended by ENGINEER which shall be submitted by the Contractor on or before the tenth day after the end of each month for which payment is requested.

5.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to:

90 percent of the value of Work completed, less in each case the aggregate of payments previously made. At the sole discretion of the Owner, monthly progress payments may be increased after 50 percent of the Work is completed to 95 percent of the value of Work completed (less the aggregate of previous payments) provided that: (a) Contractor is making satisfactory progress, and (b) Contractor is in full compliance with the currently accepted progress schedule, and (c) there is no specific cause for greater withholding. However, the Owner may subsequently resume retaining 10 percent of the value of Work completed if, in the sole determination of the Owner, the Contractor is not performing according to the Contract Documents or not complying with the current progress schedule.

5.2.2 Upon Substantial Completion of all work, the Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of that portion of the Contract Price less such amounts as Engineer shall determine in accordance with Paragraph 14.6 of the General Conditions.

5.3 Final Payment - Upon final completion and acceptance of the Work and initiation of operation of all facilities in accordance with Paragraph 14.11 of the General Conditions, as supplemented, OWNER shall pay Contractor an amount sufficient to increase total payments to 100 percent of the Contract Price.

#### ARTICLE 6. INTEREST (NOT USED)

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site that otherwise affect cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.



- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.6 CONTRACTOR shall perform work with a value of not less than 25 percent of the Contract Price with his own forces.

#### ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages 1 of 6 to 6 of 6, inclusive).
- 8.2 Performance and Payment Bonds and Insurance Certificates, identified as Exhibits B, C, and D, respectively.
- 8.3 Notice of Award and Notice to Proceed.
- 8.4 General Conditions.
- 8.5 Supplementary Conditions.
- 8.6 Project Manual bearing the general title "Palisades Water Treatment Facility", dated January 1989 and consisting of Divisions 0 through 16, as listed in the Table of Contents thereof.
- 8.7 Drawings consisting of sheets bearing the following general title: Palisades Water Treatment Facility  
and
- 8.8 Addenda numbers 1 ~~to~~ 2, inclusive.

8.9 Contractor's Bid Form.

8.10 All applicable provisions of State and Federal law and any Modification, including all Change Orders, duly delivered after execution of Agreement.

The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

#### ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions, as modified in the supplementary Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.



IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on his behalf.

This Agreement will be effective on the date executed by the Owner.

OWNER: MINNEOLA HARBOUR HILLS

CONTRACTOR: Meridith Environmental Services, Inc.

By: Ralph G. Davis

By: Danny Meridith

Title: General Partner

Title: President / Owner

Attest:

Betty H. Jankowski

Attest:

Tabitha Wilson

By: Danny Meridith

Address for giving notices:

Address for giving notices:

P.O. Box 585648

Orlando, Florida 32858-5648

License No. #2200

Agent for service of process:

END OF SECTION

April 29, 1989


UNDERSTANDING

The Owner has the unilateral right to postpone or delete the backup power system (standby generator, automatic transfer switch and fuel tank) and the second water well and pump. For any postponed item(s), the prices on the Bid Form shall be binding provided the Notice to Proceed for the postponed items will not be greater than 120 days after the execution of the Agreement. If the second well is deleted, the contract value will be decreased \$42,020.50. If the backup power system is deleted, the contract price will be decreased \$32,500.00.

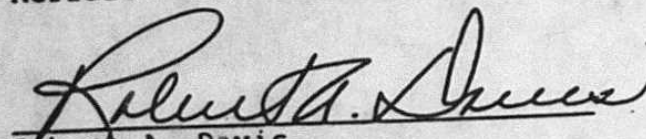
The parties agree that there will be no decrease in the "Mobilization, Bonds, and Permits" line item (3.01A) if the second well is deleted and no increase in this line item if the contractor must return to the site to drill the second well.

This Understanding is hereby incorporated into the Agreement.

May 1, 1989  
Date

  
Dan Meridith  
President  
Meridith Environmental Services, Inc.

May 1, 1989  
Date

  
Robert A. Davis  
General Partner  
Minicola Harbour Hills, Ltd.



NOTICE OF AWARD

Meridith Environmental Services, Inc.  
5654 N. Apopka Vineland Road  
Orlando, FL 32858-5648  
(Contractor)

Date: May 1, 1989

Project: Palisades Water Treatment Facility

You are notified that your modified bid dated May 1, 1989 for the above contract has been considered and the OWNER, expects to issue you a Notice to Proceed for:

Contract #3; Alternate Bid

The Contract Price of your contract is TWO HUNDRED AND EIGHT SEVEN THOUSAND AND THIRTY Dollars (\$287,030.00) See Attachment #1, entitled "Understanding".

Three copies of the Agreement (contract) are attached for your execution.

You must comply with the following conditions within ten (10) calendar days of the date of this Notice of Award:

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Payment and Performance Bonds in the form acceptable to the Owner.
3. You must provide in writing the correct name and address of the surety which is providing the Payment and Performance Bonds and the correct name and address of the surety's resident agent for service of process in Florida.
4. You must deliver with the executed Agreement completed Certificates and Endorsements of Insurance in the form acceptable to the Owner.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award.

BY: \_\_\_\_\_

*Robert A. Lewis 5/1/89*  
Minneola Harbour Hills, Ltd.

*(General Partner)*

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Acknowledge Receipt of Notice

BY: \_\_\_\_\_

(Contractor)

DATE: \_\_\_\_\_

Note: This Award does not constitute a Notice to Proceed.



NOTICE TO PROCEED

Meridith Environmental Services, Inc.  
5654 N. Apopka Vineland Road  
Orlando, FL 32858-5648

Date: 22 MAY 1989

Re: Notice to Proceed on Project:

Palisades Water Treatment Facility  
(Contract #3, less postponed items addressed below)

You are notified that the Contract Time under the above contract will commence on 25 MAY 1989, 1989. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, the calculated Completion Date is NOVEMBER 21, 1989.

This Notice to Proceed is for all items awarded to your firm, except the Owner hereby exercises, its unilateral right to postpone the backup power system at a cost of \$32,500 and the second water well and pump at a cost of \$42,020.50. No costs shall be expended on these postponed items.

OWNER:

MINNEOLA HARBOUR HILLS, LTD  
1311 VINELAND ROAD  
WINTER GARDEN, FLA  
32787

CONTRACTOR:

Meridith Environmental Services, Inc.  
P.O. Box 585648  
Orlando, Florida 32858-5648  
(407) 291-4755

Acknowledge Receipt of  
Notice

By: [Signature] 5/22/89  
Signature Date

By: [Signature] 5/25/89  
Signature Date



engineers  
planners  
surveyors

# PROFESSIONAL ENGINEERING CONSULTANTS, INC.

ORLANDO OFFICE • 200 E. ROBINSON ST. • SUITE 1560 • ORLANDO, FLORIDA 32801  
(305) 422-8062

Affiliate Firm: PEC/W. K. Daugherty Consulting Engineers

October 29, 1987

P-7167

Mr. Wolfgang Dueren  
Wingard Land Company  
1350 South Vineland Road  
Winter Garden, Florida 32787

Re: Proposal for Professional Services  
Harbor Hills, Lake County, Florida

Dear Mr. Dueren:

Professional Engineering Consultants, Inc. (PEC) is please to submit this proposal for professional planning, surveying, and engineering services related to the development of the above referenced parcel. Our understanding of Phase I of the project will be the construction of 70 one-half ( $\frac{1}{2}$ ) acre lots internal to the project, fronting on the golf course, 24 lots on the lake as well as coordination, surveying control, and drainage input into the construction of the golf course. Our proposal is as follows:

## Phase 1A - Master Plan and Preliminary Plat

During this phase, PEC will coordinate with the land planner, Canin & Associates, Inc., in revising the master plan to reflect the proposed modifications to the golf course and the inclusion of single-family lots along the lake front. We will also coordinate with the wetlands consultant on any issues regarding wetland encroachment and mitigation. We will then further coordinate on wetland areas/stormwater retention with the St. Johns River Water Management District (SJRWMD) and Lake County regarding any alteration of wetland and the finalization of the proposed master stormwater management plan. During this phase, we will need to provide assistance to Canin and Associates in the development of a geometric layout for the entire project in order to confirm golf course boundary and future road rights-of-way. This geometry will be done with hard coordinates so that the initial phase ties in with the remainder of the project, as the development progresses. We would also review the revisions to the current master plan and provide input to the Owner and the planner with respect to needed area, volume, and elevation of the stormwater management system. At this time, we have completed an evaluation of the system based on the previous master plan and we would need to refine this in accordance with the remaining contemplated development and the golf course architect.



Our fee for this phase, including geometric design, will be on a time and material basis not-to-exceed Eleven Thousand Dollars (\$11,000.00). We have budgeted \$6,500.00 for geometry review and calculations; and \$4,500.00 for engineering review, design and coordination.

#### Phase 1B - Surveying Services and Golf Course Geometry

During this phase, we would provide a legal description for the golf course, which would serve as a basis for the future back lot line that would front the golf course. We would ground-truth the proposed Phase 1 roadway centerline to ensure the construction of the roadway at the proper elevation. This task is recommended due to the scale of the existing topographic map, the magnitude of the ground slope in the area, and the uncertainty of the accuracy of the topographic map. We would propose to provide centerline control for the golf course architect, considering tee, fairway turning point, and green location. We will also provide the delineation limits of the wetlands, based on the final land use plan.

Our fee for the legal description of the golf course, the ground-truth and centerline will be on a time and material basis not-to-exceed Fifteen Thousand Dollars (\$15,000.00).

Any flagging dealing with wetland area delineation as well as the layout control for the golf course centerline will be performed on an hourly basis in accordance with the rates shown in Exhibit "A".

#### Phase 1C - Conceptual Stormwater Permit

During this phase, we propose to revise the conceptual permit that has been forwarded to the SJRWMD to reflect the revisions to the master plan.

We would propose to revise the conceptual permit and submit for approval on a time and material basis not-to-exceed Three Thousand Five Hundred Dollars (\$3,500.00).

#### Phase 2A - Golf Course Coordination

During this phase, we will coordinate with the golf course architect on the stormwater management plan, retention facilities, detention facilities, and piping of stormwater to the receiving bodies. In addition, we will prepare and submit a consumptive use permit application to the St. Johns River Water Management District for irrigation of the golf course.

*Construction*

We would propose to provide our services of this phase to integrate the golf course and to the overall stormwater management plan on a time and material basis not-to-exceed Twelve Thousand Five Hundred Dollars (\$12,500.00).

#### Phase 2B - Construction of Water Treatment Plant

For this task, we would propose to provide engineering and construction drawings for the construction and consumptive use and construction permit applications for an on-site water treatment plant.

We would propose to provide these services for the lump sum fee of Five Thousand Dollars (\$5,000.00)

#### Phase 2C - Construction Plans and Specifications for 70 Units

During this phase, we will provide the roadway geometry, plan and profile, lot, block and grading plan for the first 70 units. We would coordinate with the SJRWMD and Lake County on the permitting of the Phase 1 units.

We propose to provide these services on a basis of \$350.00 per unit.

24 500 —

#### Phase 2D - Record Plat

During this phase, we would propose to provide the record plat for the 70 one-half acre lots and the 24 lots on Lake Minneola. This phase also includes the field placement of all permanent reference monumentation (P.R.M.'s) as required by Florida Statutes.

Our fee for this element would be Nine Thousand Five Hundred Dollars (\$9,500.00).

#### Phase 2E - Club House Site Plan

During this phase, we would provide engineering for paving, grading, drainage, road geometry, and horizontal and vertical control for the club house site plan.

We would propose to provide the services for this phase for the lump sum fee of Ten Thousand Dollars (\$10,000.00).

#### Phase 2F - Miscellaneous Dredge and Fill Permits

During this phase, we would provide dredge and fill permits applications for the culvert crossing of jurisdictional wetlands, boat ramp, and general schematics of boat ramp construction. These dredge and fill permit applications would be submitted to



the Florida Department of Environmental Regulation, to Lake County, and the SJRWMD.

We would performed these services on an hourly basis in accordance with the rates in Exhibit "A".

#### Phase 2G - Entrance Feature Design

During this phase, we will provide grading, drainage and engineering assistance for the entrance feature. We will also provide engineering design of the acceleration/deceleration and bypass lanes at the project entrance. Our fee for this element will be Three Thousand Five Hundred Dollars (\$3,500.00).

#### Phase 3 - Bidding and Construction Administration

We will prepare bid documents to assist you in obtaining a contractor to construct the Phase 2A improvements. We will assist you in negotiating the final agreement with the selected contractor. We will coordinate and attend on your behalf pre-construction conference with County staff, the Owner and the Contractor. We will perform monthly observations of the construction work. We will review shop drawings submittals and periodic and final pay request estimates. We will prepare certification that the construction plans have been completed in accordance with the approved plans and specifications.

We propose to provide the necessary services for this phase on a time and material basis not-to-exceed Twelve Thousand Five Hundred Dollars (\$12,500.00).

Our proposal does not include: landscape architecture, construction layout; soils testing; application and recording fees, utility fees, nor any other fee which are routinely paid by the Developer.

\* If any additional services not listed above are required, we will furnish them on the hourly rates in accordance with Exhibit "A".

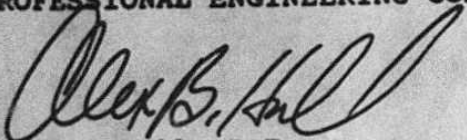
Fees quoted are net of the 5% sales tax imposed by the State legislature.

Our hourly rates are attached as Exhibit "A". Our General Terms and Conditions of this agreement are attached as Exhibit "B" and are incorporated herein.

Our staff is in a position to proceed immediately with your project upon receipt of authorization. We would welcome the opportunity to be of service to you.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, INC.



Alex B. Hull, P.E.  
Principal

ABH/at

Attachments

Proposal is Hereby Accepted and Authorization to Proceed is Hereby Given. (Please return one executed copy of this proposal for our records.)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Principal	\$75.00/hr.
Project Manager	\$65.00/hr.
Senior Engineer/Senior Planner	\$55.00/hr.
Engineer/Registered Land Surveyor	\$45.00/hr.
Technician II/Planner II/Jr. Engineer	\$40.00/hr.
Technician I/Planner I	\$35.00/hr.
Sr. Draftsman	\$30.00/hr.
Draftsman/Engineering Assistant	\$27.00/hr.
Clerical	\$22.00/hr.
Survey 2-Man Crew	\$55.00/crew hour
Survey 3-Man Crew	\$65.00/crew hour
Photocopies	\$ 0.25/each
Mileage	\$ 0.25/mile
Blue Print	\$ 0.75/sheet
Government Permits	As Required

**PEC/PROFESSIONAL ENGINEERING CONSULTANTS, INC.**  
 MAJOR PARK PLAZA • 200 E ROBINSON ST. • SUITE 1560 • ORLANDO, FLORIDA 32801  
 (407) 422-8062  
 engineers  
 planners  
 surveyors  
 Affiliate Firm: PEC/W K Daugherty Consulting Engineers

**INVOICE**

Wingard Land Company  
 1350 South Vineland Road  
 Winter Garden, Florida 32767

Cust. No. 16  
 Job No. WD-01-1.1-831010  
 Invoice No. 9053  
 Date: 9/22/89

Attention: Mr. Bob Davis

\*\*\*\*\*

BILLING NO. 14

Harbour Hills, Lake County

SCOPE OF WORK:

Professional Planning, Surveying & Engineering Services.

STATUS OF WORK:

As of 8/31/89

LABOR COSTS

Phase IA - Master Plan and Preliminary Plat - WD-01-1.1

Principal	19.00 hrs. @ \$75.00 =	\$ 1,425.00
Engineer/Planner	79.25 hrs. @ 65.00 =	5,151.25
Engineer	3.50 hrs. @ 55.00 =	192.50
Technician II	9.00 hrs. @ 37.50 =	337.50
Technician I	103.75 hrs. @ 35.00 =	3,631.25
Draftsman	4.25 hrs. @ 30.00 =	127.50
Clerical	25.75 hrs. @ 18.00 =	463.50

Sub-Total

\$ 11,328.50

Preliminary Engineering Estimates - WD-01-1.11

Principal	1.00 hrs. @ \$75.00 =	\$ 75.00
Engineer/Planner	7.75 hrs. @ 65.00 =	503.75
Engineer	86.00 hrs. @ 55.00 =	4,730.00

Sub-Total

\$ 5,308.75

Phase IB - Surveying Services/Golf Course Geometry - WD-01-4.1

Registered PLS	26.00 hrs. @ \$65.00 =	\$ 1,690.00
Engineer/Planner	1.00 hrs. @ 65.00 =	65.00
Technician II	24.50 hrs. @ 37.50 =	900.00
Technician I	24.00 hrs. @ 35.00 =	840.00
Draftsman	.50 hrs. @ 30.00 =	15.00
Clerical	.50 hrs. @ 18.00 =	9.00
3 Man Survey Crew	101.00 hrs. @ 65.00 =	6,565.00
2 Man Survey Crew	42.50 hrs. @ 55.00 =	2,337.50

Sub-Total

\$ 12,421.50



Invoice No. 9053  
September 22, 1989  
Page 2

Balance Forward \$ 29,058.75

Phase IC - Conceptual Stormwater Permit - WD-01-1.2

Principal	3.00 hrs.	@ \$75.00	= \$ 225.00
Engineer/Planner	46.00 hrs.	@ 65.00	= 2,990.00
Engineer	29.00 hrs.	@ 55.00	= 1,595.00
Technician I	60.25 hrs.	@ 35.00	= 2,108.75
Draftsman	14.50 hrs.	@ 30.00	= 435.00
Clerical	14.50 hrs.	@ 18.00	= 261.00
3 Man Survey Crew	3.00 hrs.	@ 67.50	= 202.50

Sub-Total

\$ 7,817.25

Phase IIA - Golf Course Coordination - WD-01-2.1

Principal	8.00 hrs.	@ \$75.00	= \$ 600.00
Engineer/Planner	118.00 hrs.	@ 65.00	= 7,670.00
Engineer	387.50 hrs.	@ 55.00	= 21,312.50
Technician I	349.75 hrs.	@ 35.00	= 12,241.25
Draftsman	426.75 hrs.	@ 30.00	= 12,802.50
Clerical	66.50 hrs.	@ 18.00	= 1,197.00

Sub-Total

\$ 55,823.25

Phase IIB - Construction of Water Treatment Plant - WD-01-2.2

Principal	6.00 hrs.	@ \$75.00	= \$ 450.00
Engineer/Planner	100.25 hrs.	@ 65.00	= 6,516.25
Engineer	250.50 hrs.	@ 55.00	= 13,777.50
Technician II	10.00 hrs.	@ 37.50	= 375.00
Technician I	28.00 hrs.	@ 35.00	= 980.00
Draftsman	92.25 hrs.	@ 30.00	= 2,767.50
2 Man Survey Crew	5.50 hrs.	@ 55.00	= 302.50
Clerical	58.00 hrs.	@ 18.00	= 1,044.00

Sub-Total

\$ 26,212.75

Phase IIC - Construction Plans/Specifications - WD-01-2.3

71 Units x \$ 350.00 x 100% = \$ 24,850.00

\$ 24,850.00

Engineer Planner	5.00 hrs.	@ \$65.00	= \$ 325.00
Technician I	0.25 hrs.	@ 35.00	= 8.75
Clerical	1.00 hrs.	@ 18.00	= 18.00

351.75

Sub-Total

\$ 25,201.75

Invoice No. 9053  
September 22, 1989  
Page 3

Balance Forward \$144,113.75

Phase IID - Record Plat - WD-01-4.2

Lump Sum Fee: \$ 2,425.50 x 100% Completion = \$ 2,425.50

Sub-Total \$ 2,425.50

Phase IID - Record Plat - WD-01-4.3

Lump Sum Fee: \$ 7,074.50 x 100% Completion = \$ 7,074.50

Sub-Total \$ 7,074.50

Phase IIE - Clubhouse Site Plan - WD-01-2.4

Lump Sum Fee: \$ 10,000.00 x 0% Completion = \$ -0-

Sub-Total \$ -0-

Phase IIF - Miscellaneous Dredge & Fill Permits - WD-01-2.5

Principal	6.00 hrs.	@ \$75.00 =	\$ 450.00
Registered PLS	5.00 hrs.	@ 65.00 =	325.00
Engineer/Planner	133.00 hrs.	@ 65.00 =	8,645.00
Engineer	49.50 hrs.	@ 55.00 =	2,722.50
Technician II	97.50 hrs.	@ 37.50 =	3,656.25
Technician I	201.75 hrs.	@ 35.00 =	7,061.25
Draftsman	65.25 hrs.	@ 30.00 =	1,957.50
Clerical	26.50 hrs.	@ 18.00 =	477.00
3 Man Survey Crew	107.00 hrs.	@ 65.00 =	6,955.00
2 Man Survey Crew	32.00 hrs.	@ 55.00 =	<u>1,760.00</u>

Sub-Total \$ 34,009.50

Phase IIG - Entrance Feature Design - WD-01-2.6

Principal	1.00 hrs.	@ \$75.00 =	\$ 75.00
Registered PLS	2.00 hrs.	@ 65.00 =	130.00
Engineer/Planner	2.50 hrs.	@ 65.00 =	162.50
Engineer	.50 hrs.	@ 55.00 =	27.50
Technician II	32.00 hrs.	@ 37.50 =	1,200.00
Technician I	13.50 hrs.	@ 35.00 =	472.50
Draftsman	17.25 hrs.	@ 30.00 =	517.50
Clerical	3.00 hrs.	@ 18.00 =	54.00
3 Man Survey Crew	10.50 hrs.	@ 65.00 =	682.50
2 Man Survey Crew	9.75 hrs.	@ 55.00 =	<u>536.25</u>

Sub-Total \$ 3,857.75



Invoice No. 9053  
September 22, 1989  
Page 4

Balance Forward \$191,481.00

Phase IA - Improved Plans - WD-01-2.7

Registered PLS	5.00 hrs. @ \$65.00 = \$	325.00
Engineer/Planner	59.00 hrs. @ 65.00 =	3,835.00
Engineer	4.50 hrs. @ 55.00 =	247.50
Technician II	22.00 hrs. @ 37.50 =	825.00
Technician I	60.25 hrs. @ 35.00 =	2,108.75
Draftsman	122.50 hrs. @ 30.00 =	3,675.00
Clerical	14.00 hrs. @ 18.00 =	252.00
2 Man Survey Crew	19.50 hrs. @ 55.00 =	<u>1,072.50</u>

Sub-Total

\$ 12,340.75

Phase II - Construction Estimates - WD-01-2.8

Engineer/Planner	11.50 hrs. @ \$65.00 = \$	747.50
Draftsman	2.25 hrs. @ 30.00 =	67.50
Clerical	0.50 hrs. @ 18.00 =	<u>9.00</u>

Sub-Total

\$ 824.00

Revised Water Plant - WD-01-2.22

Engineer/Planner	27.00 hrs. @ \$65.00 = \$	1,755.00
Engineer	49.00 hrs. @ 55.00 =	2,695.00
Technician I	19.00 hrs. @ 35.00 =	665.00
Draftsman	81.50 hrs. @ 30.00 =	2,445.00
Clerical	3.00 hrs. @ 18.00 =	<u>54.00</u>

Sub-Total

\$ 7,614.00

Revised Phase 1B Engineer Plans - WD-01-2.33

Principal	5.00 hrs. @ \$75.00 = \$	375.00
Engineer/Planner	7.00 hrs. @ 65.00 =	455.00
Engineer	106.00 hrs. @ 55.00 =	5,830.00
Technician I	60.00 hrs. @ 35.00 =	2,100.00
Draftsman	172.25 hrs. @ 30.00 =	5,167.50
Clerical	9.50 hrs. @ 18.00 =	<u>171.00</u>

Sub-Total

\$ 14,098.50

Preliminary Cost Estimates for Master Plan - WD-01-1.1

Engineer/Planner	8.25 hrs. @ \$65.00 = \$	536.25
Engineer	35.00 hrs. @ 55.00 =	1,925.00
Draftsman	20.25 hrs. @ 30.00 =	<u>607.50</u>

Sub-Total

\$ 3,068.75

Invoice No. 9053  
September 22, 1989  
Page 5

Balance Forward \$229,427.00

Sewage Treatment Plant - WD-01-2.2

Principal	7.00 hrs. @ \$75.00 = \$	525.00
Engineer/Planner	2.75 hrs. @ 65.00 =	<u>178.75</u>

Sub-Total \$ 703.75

Phase 1A - Technical Specification and Bid Plans - WD-01-2.7.2

Engineer/Planner	16.25 hrs. @ \$65.00 = \$	1,056.25
Engineer	35.25 hrs. @ 55.00 =	1,938.75
Draftsman	17.75 hrs. @ 30.00 =	532.50
Technician II	2.25 hrs. @ 37.50 =	84.38
Clerical	2.00 hrs. @ 18.00 =	<u>36.00</u>

Sub-Total \$ 3,647.88

Modification to Master Stormwater Permit - WD-01-2.1.2

Engineer/Planner	6.00 hrs. @ \$65.00 = \$	390.00
Engineer	1.50 hrs. @ 55.00 =	82.50
Technician II	5.00 hrs. @ 37.50 =	187.50
Technician I	26.00 hrs. @ 35.00 =	<u>910.00</u>

Sub-Total \$ 1,570.00

Sub-Total Labor Costs \$235,348.63

OTHER DIRECT COSTS

Facsimile	\$ 12.50
Michael D. Sims & Assoc.	2,938.40
Seabury - Bottorf	3,100.00
Mileage	335.88
Telephone	119.53
Postage	144.95
Prints	2,884.31
Permits	2,830.00
Reference Data	30.60
Copies	<u>165.50</u>



Invoice No. 9053  
September 22, 1989  
Page 6

Sub-Total Other Direct Costs	<u>\$ 12,561.67</u>
Total Earned To Date	\$247,910.30
Less Previous Invoices	<u>&lt; 243,329.88 &gt;</u> 4,580.42
Less Previous Discounts	<u>&lt; \$ 1,450.00 &gt;</u>

AMOUNT DUE THIS INVOICE                      \$ 3,130.42

8/26/89

Engineer  
Clerical

4.00 hrs. @ \$ 55.00 = \$ 220.00  
0.50 hrs. @ \$ 22.00 = 11.00

Sub-Total Labor Costs

\$ 231.00

OTHER DIRECT COSTS

Postage

\$ 2.90

Sub-Total Other Direct Costs

2.90

AMOUNT DUE THIS INVOICE

\$ 233.90

10/21/89

ORLANDO

CLEARWATER

LAKE CITY



INVOICE

Wingard Land Company  
1350 S. Vineland Rd.  
Winter Garden, FL 32767

Customer No. 16  
Job No. WD-01-2.2 831013  
Invoice No. 0268  
Date: 02/23/90

Attn: Mr. Bob Davis

\*\*\*\*\*

BILLING NO. 2

Palisades Water Treatment Plant

SCOPE OF WORK:

Engineering services performed in relation to well development and coordination with Michael D. Sims and Associates and Jerry Eggebrecht regarding well reports for water plant.

BILLING PERIOD:

11/01/89 to 01/31/90

LABOR COSTS

Principal	2.00 hrs. @ \$ 75.00 = \$	150.00
Project Manager	3.50 hrs. @ \$ 65.00 =	227.50
Clerical	0.50 hrs. @ \$ 22.00 =	<u>11.00</u>

Sub-Total Labor Costs \$ 388.50

OTHER DIRECT COSTS

Michael D. Sims & Assoc. \$ 275.00

Sub-Total Other Direct Costs 275.00

AMOUNT DUE THIS INVOICE \$ 663.50

01/20/90

**PEC/PROFESSIONAL ENGINEERING CONSULTANTS, INC.**

engineers  
planners  
surveyors

MAJOR PARK PLAZA  
(407) 422-8062

200 E. ROBINSON ST.

SUITE 1560 • ORLANDO, FLORIDA 32801  
Affiliate Firm: PEC/W. K. Daugherty Consulting Engineers

INVOICE

Wingard Land Company  
1350 S. Vineland Rd.  
Winter Garden, FL 32767

Customer No. 1680  
Job No. WD-01-2.2 831013 CM  
Invoice No. 0734  
Date: 06/25/90 NSP  
res

Attn: Mr. Bob Davis

\*\*\*\*\*

BILLING NO. 3

Palisades Water Treatment Plant

SCOPE OF WORK:

Preparation of DER permit documents for water  
plant and wells.

BILLING PERIOD:

02/01/90 to 05/31/90

LABOR COSTS

Project Manager  
Engineer

3.00 hrs. @ \$ 65.00 = \$ 195.00  
4.00 hrs. @ \$ 55.00 = 220.00

Sub-Total Labor Costs \$ 415.00

OTHER DIRECT COSTS

Permits  
Prints

\$ 300.00  
2.25

Sub-Total Other Direct Costs 302.25

AMOUNT DUE THIS INVOICE \$ 717.25

05/05/90

ORLANDO

CLEARWATER

LAKE CITY



INVOICE

Wingard Land Company  
1350 S. Vineland Rd.  
Winter Garden, FL 32767

Customer No. 16 MNG  
Job No. WD-01-2.2 831013  
Invoice No. 0831 HCB  
Date: 07/19/90 1.17

Attn: Mr. Bob Davis

\*\*\*\*\*

BILLING NO. 4

Palisades Water Treatment Plant

SCOPE OF WORK:

- o Preparation of D.E.R. permit documents for water plant and wells.
- o Meeting and review of contractor shop drawing for approval.
- o Preparation of package for D.E.R permits.

BILLING PERIOD:

06/01/90 to 06/30/90

LABOR COSTS

Project Manager  
Engineer  
Clerical

1.00 hrs. @ \$ 65.00 = \$ 65.00  
11.00 hrs. @ \$ 55.00 = 605.00  
1.25 hrs. @ \$ 22.00 = 27.50

Sub-Total Labor Costs \$ 697.50

OTHER DIRECT COSTS

Postage

\$ 1.70

Sub-Total Other Direct Costs 1.70

AMOUNT DUE THIS INVOICE

\$ 699.20

06/23/90

INVOICE

Wingard Land Company  
1350 S. Vineland Rd.  
Winter Garden, FL 32767

Customer No. 16  
Job No. WD-01-2.2 831013  
Invoice No. 0959  
Date: 08/31/90

Attn: Mr. Bob Davis

\*\*\*\*\*

BILLING NO. 5 Palisades Water Treatment Plant

SCOPE OF WORK:

- o Preparation of D.E.R. permit documents for water plant and wells.
- o Submittal of DER water plant permit.

BILLING PERIOD: 07/01/90 to 07/31/90

LABOR COSTS

Engineer	16.00 hrs. @ \$ 55.00 = \$	880.00
Drafter	5.00 hrs. @ \$ 30.00 =	150.00
Clerical	0.50 hrs. @ \$ 22.00 =	11.00

Sub-Total Labor Costs \$ 1,041.00

OTHER DIRECT COSTS

Postage \$ 1.10

Sub-Total Other Direct Costs 1.10

AMOUNT DUE THIS INVOICE \$ 1,042.10

07/28/90



INVOICE

Wingard Land Company  
1350 S. Vineland Rd.  
Winter Garden, FL 32767

Customer No. 16  
Job No. WD-01-2.2 831013  
Invoice No. 1062  
Date: 09/14/90

Attn: Mr. Bob Davis

\*\*\*\*\*

BILLING NO. 6 Palisades Water Treatment Plant

SCOPE OF WORK: o Preparation of D.E.R. permit documents for water plant and wells.

BILLING PERIOD: 08/01/90 to 08/31/90

LABOR COSTS

Engineer 1.00 hrs. @ \$ 55.00 = \$ 55.00  
Sub-Total Labor Costs \$ 55.00

OTHER DIRECT COSTS

Copies \$ 18.00  
Facsimile 3.00  
Sub-Total Other Direct Costs 21.00

AMOUNT DUE THIS INVOICE \$ 76.00

08/18/90

Eggebrecht & Associates  
Consulting Engineers  
6344 Piney Glen Lane  
Orlando, FL 32819

October 1, 1990

Robert A. Davis  
Minneola Harbour Hills, Ltd.  
1311 S. Vineland Rd.  
Winter Garden, FL 34787

Subject: Palisades Water Plant Billings by  
J. D. Eggebrecht, P.E.

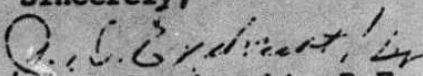
Dear Bob,

I have reviewed all invoices that I have made to Minneola Harbour Hills, Ltd. beginning on December 3, 1988 through August 29, 1990. The total amount is \$28,848 as shown on Attachment #1. Copies of all invoices are provided as Attachment #2.

Since the invoices were not itemized or broken-down into separate tasks (such as water plant), I must estimate the percentage of time that I expended on the water plant. After reviewing my daily project diary, I estimate that 15 to 20% of the total \$28,848 was expended on the water plant. For estimating purposes, I will use the mean of 17½%. Accordingly, I estimate that 17½% x \$28,848 or \$5,048 was paid to me for engineering and project management services for the Palisades water plant.

If you need additional information, please feel free to call at anytime.

Sincerely,

  
J. D. Eggebrecht, P.E.

JDE/bj

encls.



Palisades Water Plant  
Invoices Summary for  
Eggebrecht & Associates  
Consulting Engineers

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>
072509	3 Dec. 88	\$ 3,681.50
072511	2 Jan. 89	3,771.12
072514	2 Feb. 89	3,589.00
072515	28 Feb. 89	3,391.50
072517	4 Apr. 89	1,591.00
072518	29 Apr. 89	2,257.00
072519	5 Jun. 89	1,835.46
072520	3 July 89	1,170.00
072521	3 Aug. 89	1,050.00
072522	4 Sep. 89	1,304.00
072523	1 Nov. 89	1,570.00
072529	1 Apr. 90	725.00
072530	1 May 90	326.25
072532	30 May 90	640.00
072534	30 June 90	891.67
072537	31 July 90	649.75
072540	29 Aug. 90	404.75
		<u>\$28,848.00</u>

ATTACHMENT #2

**CUSTOMER'S  
ORDER NO.:**

TO MINNEOLA HARBOUR HILLS, LTI  
Address 1350 S. VINELAND RD  
City WINTER GARDEN State FLA.  
Ship To BOB DAVIS

SHIP

VIA

**SALESMAN**

RETURNED ADM

RECEIVED ON ACCOUNT

**CASH**

**CHARGE**

C. O. D.

PAID OUT

RETURNED ADM

2007

AMOUNT

**QUANTITY****DESCRIPTION**

THRU Nov 30, 1988

OCTOBER	11.0 HOURS
NOVEMBER	88.5 HOURS

99.5 HOURS @ \$37.00\* 3681.50

\* NOTE: THE 37.00 HOURLY RATE IS BASED ON 80% TIME @ \$40.00/HR AND 20% TIME @ \$25/HR.

3,681	5
-------	---

**ALL Claims and Returned Goods MUST Be Accompanied By This Bill**

**SIGNATURE**

ALL Claims and Returned Goods MUST BE  
JERRY Segebrecht



TO MINNEOLA HARBOUR HILLS, LTD  
Address 1350 S. VINELAND ROAD  
City WINTER GARDEN State FLA  
Ship To BOB DAVIS

**CUSTOMER'S  
ORDER NO. . .**

SHIP

VIA

**SALESMAN**

RETURNED MAIL.

RECEIVED ON ACCOUNT

CASH

**QUASCI**

**C. O. O.**

PAID OUT

QUANTITY

**DESCRIPTION**

**CONCLUSIONS**

**ANALYSIS**

DEC | THRU DEC 31, 1988:

10 $\frac{1}{4}$ HOURS @	\$ 37/HOUR	=	\$ 3,746.25
--------------------------	------------	---	-------------

REIMBURSEMENT FOR FILE FOLDERS			24	8
(RECEIPT ATTACHED)				

\* #37/HOUR IS BASED ON  
80% OF TIME @ #40/HR  
AND 20% OF TIME @ #25/HR

#	B,746	2
	24.8	

**ALL Claims and Returned Goods MUST Be Accompanied By This Bill**

**SIGNATURE**

ALL Claims and Returned Goods M  
Jerry Eggelbuck

# 3,771.12

TO MINNEOLA HARBOUR HILLS, LTD  
Address 1311 S. VINELAND ROAD  
City WINTER GARDEN State FLA  
Ship To BOB DAVIS

DATE 2 FEB 89  
CUSTOMER'S  
ORDER NO. \_\_\_\_\_  
SHIP \_\_\_\_\_  
VIA \_\_\_\_\_  
SALESMAN \_\_\_\_\_

[illegible]

**ALL Claims and Returned Goods MUST Be Accompanied By This Bill**

**SIGNATURE**

JERRY Egebrecht



TO MINNEOLA HARBOUR HILLS, LTD  
Address 1311 S. VINELAND ROAD  
City WINTER GARDEN State FLA  
Ship To BOB DAVIS

DATE 28 FEB 89  
CUSTOMER'S  
ORDER NO. \_\_\_\_\_  
SHIP \_\_\_\_\_  
VIA \_\_\_\_\_  
SALESMAN \_\_\_\_\_

ALL Claims and Returned Goods MUST Be Accompanied By This Bill

SIGNATURE Jerry Eggebrecht

TO MINNEOLA HARBOUR HILLS, LTD  
Address 1311 S. VINELAND ROAD  
City WINTER GARDEN State FLA  
Ship To \_\_\_\_\_

DATE 4 APR 89  
CUSTOMER'S  
ORDER NO. \_\_\_\_\_  
SHIP \_\_\_\_\_  
VIA \_\_\_\_\_  
SALESMAN \_\_\_\_\_

[illegible]

**SIGNATURE**

ALL Claims and Returned Goods MUST Be Accompanied By This Bill  
JERRY Eggebrecht



TO MINNEOLA HARBOUR HILLS, LTD  
Address 1311 S. VINELAND ROAD  
City WINTER GARDEN State FLA  
Ship To \_\_\_\_\_

SHIP \_\_\_\_\_  
VIA \_\_\_\_\_

SALESMAN \_\_\_\_\_

[illegible]

**ALL Claims and Returned Goods MUST Be Accompanied By This Bill**

**SIGNATURE**

ALL Claims and Returned Goods MUST Be  
JERRY EGGEBRECHT

TO MINNEOLA HARBOUR HILLS LTD.  
Address 1311 S. VINELAND ROAD  
City WINTER GARDEN State FLA  
Ship To

DATE 5 JUNE 89  
CUSTOMER'S  
ORDER NO. \_\_\_\_\_  
SHIP \_\_\_\_\_  
VIA \_\_\_\_\_  
SALESMAN \_\_\_\_\_

[illegible]

**ALL Claims and Returned Goods MUST Be Accompanied By This Bill**

**SIGNATURE**

JERRY Eggebrecht



TO MINNEOLA HARBOUR HILLS, LTD.  
Address 1311 S. VINELAND ROAD  
City WINTER GARDEN State FLORIDA  
Ship To \_\_\_\_\_

DATE 3 JULY 89  
CUSTOMER'S  
ORDER NO. \_\_\_\_\_

SHIP \_\_\_\_\_

VIA \_\_\_\_\_

SALESMAN \_\_\_\_\_

CASH	CHARGE	C. O. D.	PAID OUT	RETURNED MOSE.	RECEIVED ON ACCOUNT
------	--------	----------	----------	----------------	---------------------

[illegible]

**ALL Claims and Returned Goods MUST Be Accompanied By This Bill**

SIGNATURE JERRY EGGERBRECHT

TO MINNEOLA HARBOUR HILLS, LTD  
Address 1311 S. VINELAND ROAD  
City WINTER GARDEN State FLORIDA  
Ship To \_\_\_\_\_

**CUSTOMER'S  
ORDER NO.**

SHIP

**VIA.**

**SALESMAN**

RETURNED ADDRESSEE

RECEIVED ON ACCOUNT

**CASH**

**CHARGE**

**C. O. D.**

**PAID OUT**

**DESCRIPTION****QUANTITY**

**PAPER**

AMOUNT

AUGUST 1 THRU AUGUST 31, 1989

$$32.5 \text{ HRS} \times 40/\text{HR}$$

1300	00
------	----

PARKING @ CNA TOWER  
(TOM ROSS'S OFFICE)

4	8
---	---

1304	00
------	----

ALL Claims and Returned Goods MUST Be Accompanied By This Bill

**SIGNATURE**

ALL Claims and Returned Goods MUST  
JERRY D. Eggebrecht



TO MINNEOLA HARBOUR HULL, LTD.  
Address 1311 S. VINELAND ROAD  
City WINTER GARDEN State FLORIDA  
Ship To

DATE 1 Nov 89  
CUSTOMER'S  
ORDER NO. \_\_\_\_\_  
SHIP \_\_\_\_\_  
VIA \_\_\_\_\_  
SALESMAN \_\_\_\_\_

[illegible]

**ALL Claims and Returned Goods/MUST Be Accompanied By This Bill**

**SIGNATURE**

ALL Claims and Returned Goods  
JERRY D. Segebrecht





072530

TO MINNEOLA HARBOUR HILLS, LTD

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Ship To \_\_\_\_\_

DATE \_\_\_\_\_  
CUSTOMER'S  
ORDER NO. \_\_\_\_\_

May 90

SHIP

VIA.

**SALESMAN**

RETURNED ADSE.

RECEIVED ON ACCOUNT

CASH	CHARGE	C. O. D.	PAID OUT	RETURNED MOSE.	RECEIVED ON ACCOUNT	
QUANTITY	DESCRIPTION				PRICE	AMOUNT
	APRIL 1 THRU APRIL 30					
	7 $\frac{1}{4}$ HRS @ 45/HR				326	25
	• COORIDATION MEETING WITH GERALD CHANCELLOR + GATHERED DOCUMENTS FOR GERALD					
	• SPOT CHECKED LAKEFRONT LOT FILL & CENTRAL FLORIDA TURF'S COSTS					
	• OBTAIN BID FROM FOUNTAIN CONSTRUCTION, INC. FOR PHASE 1A					

**SIGNATURE**

**ALL Claims and Returned Goods MUST Be Accompanied By This Bill**

ALL Claims and Returned Goods Mkt  
JERRY D. Eggelbrecht

072532

TO MINNEOLA HARBOUR HILLS, LTD

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Ship To \_\_\_\_\_

DATE 30 May 1996

**CUSTOMER'S  
ORDER NO.** \_\_\_\_\_

SHIP \_\_\_\_\_

VIA \_\_\_\_\_

SALESMAN \_\_\_\_\_

[illegible]**SIGNATURE**

**ALL Going and Returned Goods MUST be Accompanied By This Bill**



072534

TO MINNEOLA HARBOUR HILLSDATE 30 JUNE 90CUSTOMER'S  
ORDER NO. \_\_\_\_\_

Address \_\_\_\_\_

SHIP \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

VIA \_\_\_\_\_

Ship To \_\_\_\_\_

SALESMAN \_\_\_\_\_

CASH		CHANGE	C. O. D.	PAID OUT	RETURNED MOSE.	RECEIVED ON ACCOUNT	
QUANTITY	DESCRIPTION					PRICE	AMOUNT
	<u>JUNE 1990:</u>						
	19 <sup>1</sup> / <sub>4</sub> * HRS @ \$45/HR						866 25
	90 MILES @ 25¢/MILE						22 50
	POSTAGE						2 92
	* WORKED ON #1A &						
	WATER PLANT						

072537

TO MINNEOLA HARBOUR HILLS, LTD

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

**Ship To** \_\_\_\_\_

DATE 31 JULY 90  
CUSTOMER'S  
ORDER NO. \_\_\_\_\_

SHIP \_\_\_\_\_

VIA \_\_\_\_\_

SALESMAN \_\_\_\_\_

CASH		CHARGE	C. O. D.	PAID OUT	RETURNED MOSE.	RECEIVED ON ACCOUNT	
QUANTITY	DESCRIPTION				PRICE	AMOUNT	
<u>JULY 1990:</u>							
*	14 HRS @ \$45/HR					630	00
	79 MILES @ 25¢/MILE					19	75
* WORKED ON #1A AND WATER PLANT							
						1649	75

**SIGNATURE**

**Claims and Returned Goods MUST Be Accompanied By This Bill**



072540

TO MINNEOLA HARBOUR HILLS, LTD.

**Address** \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

**Ship To** \_\_\_\_\_

DATE 29 AUG 90

**CUSTOMER'S  
ORDER NO.** \_\_\_\_\_

SHIP \_\_\_\_\_

VIA \_\_\_\_\_

SALESMAN \_\_\_\_\_

CASH		CHARGE	C. O. D.	PAID OUT	RETURNED MOSE.	RECEIVED ON ACCOUNT	
QUANTITY	DESCRIPTION					PRICE	AMOUNT
	AUGUST 1990:						
	* 8.5 HRS @ \$45/HR						382 50
	84 MILES @ 25¢/MILE						21 00
	TOLLS						1 25
	</						

**ALL Claims and Returned Goods MUST Be Accompanied By This Bill**

**SIGNATURE**

## Exhibit "J"

Detailed cost estimates and the proposed time schedule for completion of the expansion to the collection system and/or treatment plant to serve the additional territory.

Not applicable.



## Exhibit "K"

How does the utility plan to finance the expansion? What is the projected impact on the utility's capital structure?

The expansion will be financed through utility funds available for small acquisitions. A total of \$193,668.64 is to be paid for the tangible and intangible assets comprising the utility system including real property, water treatment plants, water supply and storage facilities, easements, permits, licenses, engineering information, etc. Of this amount, \$64,100 in cash has been paid into escrow subject to obtaining FPSC approval of the amendment and \$129,567.64 is evidenced by a promissory note executed by the utility in favor of the seller. The utility has also assumed a construction contract to complete the utility system which is expected to total approximately \$86,000. This investment will be treated as a part of the overall cost of the utility system. Although we are not asking for a determination of the utility's rate base for this system as a part of this application, a rate base determination will be requested as part of the utility's next rate case in Lake County.



## Exhibit "L"

What is the projected impact of the expansion on the utility's monthly rates and/or service availability charges?

As the company currently provides service to a large number of customers in this area, the monthly rates and service availability charges are proposed to be set to conform with those uniform rates and charges which are in effect for the utility's Lake County customers.



## Exhibit "M"

If the applicant is requesting an extension of territory, a statement regarding the need for service in the proposed territory, the applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service, and identifying any other utilities which could potentially provide such service in the area.

## Statement Regarding Need for Service

The public will be well served by the extension of this certificate to add the territory upon which Palisades Country Club, a residential development and golf course, will be constructed. Southern States Utilities, Inc. is in the business of acquiring, owning, expanding and operating water and sewer utility systems throughout the state of Florida.

Additionally, Southern States provides service to several residential projects in close proximity to the Palisades project, and is experienced in dealing with the needs and requirements of this particular area of Lake County.

Southern States has extensive experience and background in the water and sewer industry and directs all its resources to improving quality of water and sewer service to citizens in the State of Florida. Southern States' only business is that of providing water and sewer services; therefore, utility customers, both existing and potential, receive the benefit of 100% of the utility's time and financial resources.

Although there are several small utilities which could, potentially, provide service to this area (including those utilities listed on Exhibit "B" to the Affidavit attached hereto as Exhibit "G"), none of those small utilities are in as close proximity as Southern States, and none of those small utilities has equipment, services, and plans ready to provide service to this area.



## Exhibit "N"

If the applicant is requesting a deletion of territory, a statement specifying the reasons for the proposed deletion, demonstrating that it is in the public interest, and explaining the effect of the proposed deletion on the ability of any customer to receive water and/or wastewater service, including alternative source(s) of service.

Not applicable.

An affidavit that the utility has tariffs and annual reports on file with the commission.



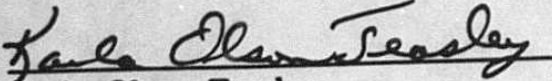
## Affidavit

State of Florida  
County of Orange

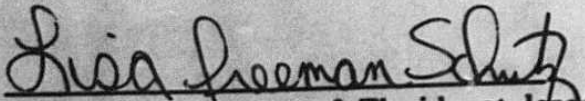
Before me, the undersigned authority, personally appeared Karla Olson Teasley as Vice President - General Counsel and Secretary of Southern States Utilities, Inc., and after first being duly sworn, said:

1. That she has personal knowledge of the matters contained herein.
2. That Southern States Utilities, Inc. has tariffs and annual reports on file with the Florida Public Service Commission pursuant to the rules and regulations of said Commission.

Further Affiant sayeth not.

  
Karla Olson Teasley

Sworn to and subscribed before  
me this 14<sup>th</sup> day of March, 1991.

  
Notary Public, state of Florida at large  
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 22, 1991  
BONDED THROUGH ASHTON AGENCY INC

## Exhibit "P"

Revisions to the utility's tariff to incorporate the proposed change to the certificated territory.



EFFECTIVE DATE:

ORIGINAL

SHEET NO. \_\_\_\_\_

ORDER NO: \_\_\_\_\_

# WATER

## SERVICE AVAILABILITY FEES

SYSTEM NAME: PALISADES COUNTRY CLUB

COUNTY: LAKE

## METER INSTALLATION FEES

### Meter Size

5/8 x 3/4"  
Full 3/4"  
1"  
1-1/2"  
2" or larger

\$75.00  
85.00  
100.00  
175.00  
Actual Cost

## SERVICE LINE FEES

Short Service Line  
Long Service Line  
Long Service Line

\$150.00  
\$175.00  
\$200.00

Short Service Line

Long Service Line

Long Service Line

Tapping into the main line, which would be located on the same side of the street as property to be served and putting in the service line.  
Tapping into the main line, which would be located on the opposite side of an "unpaved" road of the property to be served and putting in the service line.  
Tapping into the main line, which would be located on the opposite side of "paved" road of property to be served. Putting in the service line by method of jacking or boring the service line under the street.

SOUTHERN STATES UTILITIES, INC.

FORREST L. LUDSEN, VICE-PRESIDENT  
RATES & REGULATORY AFFAIRS

ORDER NO: \_\_\_\_\_

# WATER

## MISCELLANEOUS SERVICE CHARGES

SYSTEM NAME: PALISADES COUNTRY CLUB

COUNTY: LAKE

### DESCRIPTION

### CHARGE DURING REGULAR HOURS

### CHARGE AFTER REGULAR HOURS

- (1) Initial Connection
- (2) Normal Reconnection
- (3) Violation Reconnection
- (4) Premises Visit Charge

\$10.00  
\$10.00  
\$10.00  
\$5.00

\$15.00  
\$15.00  
\$15.00  
N/A

\$25.00

### CUSTOMER DEPOSIT

Initial Connection:

This charge is to be levied for service initiation at a location where service did not exist previously.

Normal Reconnection:

This charge is to be levied for transfer of service to a new customer account at the same location or reconnection of service subsequent to a customer requested disconnection.

Violation Reconnection:

This charge is to be levied subsequent to disconnection of service for cause including a delinquency in bill payment.

Premises Visit Charge:  
(In lieu of disconnection)

This charge is to be levied when a service representative visits a premise for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

SOUTHERN STATES UTILITIES, INC.

FORREST L. LUDSEN, VICE-PRESIDENT  
RATES & REGULATORY AFFAIRS



EFFECTIVE DATE:

ORIGINAL

SHEET NO. \_\_\_\_\_

ORDER NO: \_\_\_\_\_

# WATER RATES

SYSTEM NAME: PALISADES COUNTRY CLUB

COUNTY: LAKE

BILLING PERIOD: BI-MONTHLY

## RESIDENTIAL AND GENERAL SERVICE

<u>METER SIZE</u>	<u>DEMAND FACTOR</u>	<u>RATE</u>
5/8 x 3/4	1.0	\$11.14
FULL 3/4	1.5	16.73
1	2.5	27.88
1 1/2	5.0	55.77
2	8.0	89.23
3	16.0	178.44
4	25.0	278.83
6	50.0	557.66

GALLONAGE CHARGE: \$1.40 PER 1,000 GALLONS

SOUTHERN STATES UTILITIES, INC.

FORREST L. LUDSEN, VICE-PRESIDENT  
RATES & REGULATORY AFFAIRS

EFFECTIVE DATE:

ORIGINAL

SHEET NO. \_\_\_\_\_

ORDER NO: \_\_\_\_\_

# WATER

## PALISADES COUNTRY CLUB WATER SYSTEM

SYSTEM NAME: PALISADES COUNTRY CLUB

COUNTY: LAKE

Township 22 South, Range 25 East, Lake County, Florida.

### Section 1

The SE 1/4 of the NW 1/4, and the E 1/2 of the SW 1/4, and the N 1/2 of the SE 1/4 and the SE 1/4 of the SE 1/4 of said Section 1.

### Section 3

The W 1/2 of the SW 1/4 of said Section 3.

### Section 4

The S 3/4 of the E 1/2 of the SE 1/4 of said Section 4.

### Section 9

The N 1/2 of the NE 1/4 of the NE 1/4 and the E 1/2 of the NW 1/4 of the NE 1/4 of said Section 9.

### Section 11

All of that portion of said Section 11 lying northwesterly of the shoreline of Lake Minneola.

### Section 12

The NE 1/4 of the NE 1/4 and the E 1/2 of the NW 1/4 of the NE 1/4 and that portion of the W 410 feet of the E 1/2 of the SW 1/4 of the NE 1/4 of said Section 12 that is lying northeasterly of the shoreline of Lake Minneola and the N 310 feet of the E 250 feet of the E 1/2 of the SW 1/4 of the NE 1/4 of said Section 12 and that portion of the W 925 feet of the NW 1/4 of said Section 12 lying northerly of County Road 561-A and the N 910 feet of the E 1810 feet of the NW 1/4 of said Section 12 less and except the S 210 feet of the E 1017 feet.

### Section 14

The S 205 feet of the W 430 feet of the N 1114 feet of the NW 1/4 of said Section 14.

### Section 15

The N 1450 feet of the E 1/2 of the E 1/2 of the NE 1/4 of said Section 15.

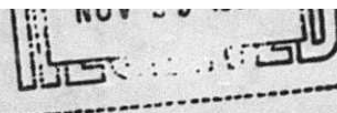
SOUTHERN STATES UTILITIES, INC.

FORREST L. LUDSEN, VICE-PRESIDENT  
RATES & REGULATORY AFFAIRS



# **Attachment "1"**

**Supplemental System Information.**



November 28, 1990

Carla Olson Teasley, Esquire  
SSU Services  
1000 Color Place  
Apopka, Florida 32703

Re: Palisades Water Facilities  
Lake County, Florida

Dear Ms. Teasley:

Enclosed, please find two (2) sets of service territory maps and legal descriptions for the above system. If you should have any questions concerning same, please contact me. The preliminary plan for the Cherry Lake property (Hidden Harbour Isles) is for 88 single family lots. A copy of that plan is also enclosed for your reference.

The design capacity of the water treatment plant is 0.576 MGD, based upon the maximum daily flow capacity of the existing 12" water well. Utilizing 350 GPD/ERC the facilities can provide service to 1,645 ERC's subject to the installation of the emergency generator and the completion of the second water well. The second water well should have a capacity of 400 - 600 GPD and would serve as the back-up water supply source.

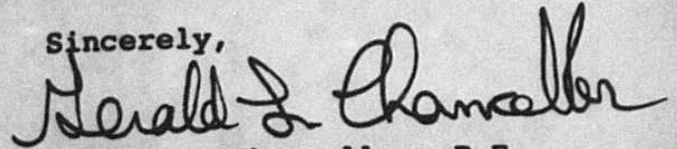
The only type of treatment proposed is gas chlorination at the present time. However, it would be prudent to anticipate the need for tray aeration and ground storage facilities in the future. Additional finished water storage will be needed anyway, to supplement the 15,000 gallon hydropneumatic tank.

The Palisades project now under construction is planned for 542 single family residential units, the three Option Properties will have at least 408 such units and Chris's Landing will be a small mixed-use project equivalent to approximately 50 ERC's. Therefore, the total number of ERC's presently being planned is 1,088. It should be expected that an additional 500 - 1,000 ERC's or more will also desire service and would be constructed on adjacent properties. The water distribution and transmission lines are to be designed accordingly.



Please do not hesitate to contact us if you should have any questions or we may be of further assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gerald L. Chancellor". The signature is written in dark ink and is positioned above the printed name and title.

Gerald L. Chancellor, P.E.  
President

GLC/lb

Enclosure

cc: Robert Davis