## Support Documentation

08930 SEP 23 % FPSC-COMMISSION CLERK

## Missing support documentation from 2004- LUSI

Reference #	Vendor ID #	Vendor	Amount	Year	Account	Account Name	Work Order	W.O. Amount
55273 43588	13098 17466	CPH De Witt	4,717.10 4,629.00	2004 2004	3204032 3315043	WATER TREATMENT EQPT TRANS & DISTR MAINS	89.660.115.03.02 regular invoice	57,641.00
	To	otal 2004	9.346.10					

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		R TREATMENT EQPT				
		R TREATMENT EQPT				
		TREATMENT EOPT				
89 96		R TREATMENT EQPT				
89 96		R TREATMENT EQPT				
	88 ' 3204032 WATER	R TREATMENT EQPT				
		TREATMENT EOPT				
		R TREATMENT EQPT-				
		TREATMENT EQPT				
		TREATMENT EOPT				
89 * 66		TREATMENT EQUIPMENT-				
		TREATMENT EQPT				
		TREATMENT EOPT				
		TREATMENT EQPT TREATMENT EQPT				
		TREATMENT EQPT-				
		TREATMENT EQPT				
89 * 800		TREATMENT EQPT-				
89 966		TREATMENT EQPT-				
89 966 89 62		TREATMENT EOPT TREATMENT EOPT				
		TREATMENT EOPT				
		TREATMENT EQPT				
89 63		TREATMENT EOPT				
89 ° 63		TREATMENT EQPT				
89 ° 66		TREATMENT EQPT TREATMENT EQUIPMENT.				
		TREATMENT EQPT				
89 * 66	3 * 3204032 WATER	TREATMENT EQPT				
89 ' 66	4 * 3204032 WATER	TREATMENT EOPT-				
89 · 66		TREATMENT EOPT				
89 ' 67		TREATMENT EQPT				
89 * 800	3204032 WATER	TREATMENT EQPT				
89 966		TREATMENT EQPT				
89 ° 966 89 ° 62		TREATMENT EQPT TREATMENT EQPT				
89 ' 62			382.03		089-AP.INVD-11-41	
89 * 62			032.00	332	089-AP.INVD-11-41	
89 * 63		TREATMENT EQPT				
89 63	2 3204032 WATER 1	TREATMENT EQPT				
89 · 63		TREATMENT EQPT TREATMENT EQPT				
89 * 636		TREATMENT EQPT-				
89 66	3204032 WATER 1	TREATMENT EQUIPMENT-				
89 66	3204032 WATER 1	TREATMENT EQPT				
89 660		TREATMENT EOPT				
89 665		TREATMENT EQPT TREATMENT EQPT				
89 ' 667		TREATMENT EOPT				
89 675		TREATMENT EQPT				
89 8000		TREATMENT EOPT-				
89 9661 89 9667		TREATMENT EQPT TREATMENT EQPT				
89 * 628		REATMENT EOPT.				
89 ' 631	3204032 WATER T	FREATMENT EOPT				
89 * 632	3204032 WATER T	FREATMENT EQPT				
89 633						
89 ° 634 89 ° 636		REATMENT EOPT REATMENT EOPT				
89 661		REATMENT EQUIPMENT-	,			
89 ' 662						
89 663	<ul> <li>3204032WATER T</li> </ul>	REATMENT EQPT				
89 ' 664						
89 665 89 667						
89 675						
89 ' 8000	<ul> <li>3204032 WATER To</li> </ul>					
89 9661						
89 ' 9667 89 ' 628						
89 ' 628 89 ' 628		REAIMENT EUPT	28 5		12/31/2004 089-CAPTIME-13-16	
89 ' 631	3204032 WATER TO	REATMENT EQPT	200		1207/2004 000 070 1111/2 10 10	
89 * 632	<ul> <li>3204032 WATER TE</li> </ul>	REATMENT EQPT				
89 633		REATMENT EQPT	20.5			
89 ° 633 89 ° 634		BEATMENT FORT.	28.5		12/31/2004 089-CAPTIME-13-16	
89 ' 636	3204032 WATER TE					
89 636	<ul> <li>3204032 CLOSE W/C</li> </ul>		57,641 44		1/7/2005 089-CP.TO GL-13-09	
89 ' 661		REATMENT EQUIPMENT-				
89 ° 662 89 ° 663						
89 664						
89 665		REATMENT EQPT				
89 667	3204032 WATER TE					
89 667		DEATMENT CODE	57		12/31/2004 089-CAPTIME-13-16	
89 675 89 675		TEATWEIN EUR IV	28 5		12/31/2004 089-CAPTIME-13-16	
89 675		115-04-03	16,585 50		1/7/2005 089-CP TO GL-13-09	
89 ' 8000	3204032 WATER TR					
89 8000				57	7/28/2005 089-MOVE13 A-13-16	
89 8000 89 9661		REATMENT FORT		28 5	7/28/2005 089-MOVE13,A-13-16	
89 9667	3204032 WATER TR					
89 ' 628 '	3204032 WATER TR	REATMENT EQPT				
89 ' 631 '						
89 632 633 633 633 633 633 633 633 633 633						
89 633						
89 ' 636 '	3204032 WATER TH					
89 ' 661 '	3204032 WATER TR	REATMENT EQUIPMENT-				
89 ' 662 '						
89 663 664 664 664 664 664 664 664 664 664	3204032 WATER TR 3204032 WATER TR					
89 665	3204032 WATER TR					
89 ' 667 '	3204032 WATER TR					
89 ' 675 '	3204032 WATER TR					
89 * 8000 *	3204032 WATER TRI					
89 * 9661 * 89 * 9667 *	3204032 WATER TRI 3204032 WATER TRI					
SUB T	OTAL FOR ACCO 32040:	32	75,173 97	417 5	8EG	175,224 62
					NET	74,756 47
					END	249,981 09
89 . 628 .	3305042 DIST RESV	& STNINDIPERS.				
89 628	3305042 DIST RESV 3305042 41640*13098*		1,463 06		089-AP.INVD-01-34	
89 . 858 .	3305042 47640 13096		1,602 38		089-AP INVD-01-35	

89	628	3305042 42815*00831*LOCKE WE		4,082.50 524.26		089-AP,INVD-01-35 089-AP,INVD-01-36
89 89	631	3305042 DIST RESV & STNDPIPES 3305042 DIST RESV & STNDPIPES				
89 89	633 '	3305042 DIST RESV & STNDPIPES				
89	636	3305042 DIST RESV & STNDPIPES				
89 89	660 .	3305042DIST RESV & STNDPIPES 3305042DISTRIB, RESERVOIRS & STAN	DPIPES			
89 89	. 662 .	3305042 DIST RESV & STNDPIPES				
89	664	3305042 DIST RESV & STNDPIPES				
89 89	. 666 .	3305042 DIST RESV & STNDPIPES				
89 89	667	3305042 DIST RESV & STNDPIPES				
89	675 .	3305042 41640*13098*CPH ENGI		1,463 06		089-AP.INVD-01-34
89 89	9667	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 89	628 .	3305042DIST RESV & STNDPIPES 3305042 43507*00665*SUNSTATE		1,617,44		089-AP INVD-02-41
89	628	3305042 44281*00665*SUNSTATE		1,604.80		089-AP INVD-02-44
89 89	. 632 .	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 89	633 *	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89	634 *	3305042 453581008311LOCKE WE		3,051 18		089-AP.INVD-02-45
89 89	660	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 89	661	3305042DISTRIB. RESERVOIRS & STAN 3305042DIST RESV & STNDPIPES	DPIPES			
89	663	3305042 DIST RESV & STNDPIPES				
89 89	665 *	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 89	666	3305042 DIST RESV & STNDPIPES 3305042 DIST RESV & STNDPIPES				
89	675	3305042 DIST RESV & STNDPIPES				
89 °	9667	3305042 DIST RESV & STNDPIPES 3305042 DIST RESV & STNDPIPES				
89 ·	628	3305042 DIST RESV & STNDPIPES 3305042 R45991*00831*LOCKE W		1.626.51		089-AP INVD-03-48
89 -	628	3305042 R45991*00831*LOCKE W			1,220 00	089-AP.INVD-03-48
89 °	628	3305042 46958:00665*SUNSTATE 3305042 46958:00665*SUNSTATE		1,675 18 1,048.64		089-AP INVD-03-50 089-AP INVD-03-50
89 ·	631 °	3305042 DIST RESV & STNDPIPES 3305042 DIST RESV & STNDPIPES				
89 '	633 *	3305042 DIST RESV & STNDPIPES				
89 ·	636 *	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 °	636 °	3305042 45640*13098*CPH ENGI 3305042DIST RESV & STNDPIPES		576.23		089-AP.INVD-03-47
89 *	661 '	3305042 - DISTRIB RESERVOIRS & STAN	DPIPES			
89 ·	663 *	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 °	664 °	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 ·	666 *	3305042DIST RESV & STNDPIPES				
89 -	667 °	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 ·	8000 ° 9667 °	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 .	628 '	3305042 DIST RESV & STNDPIPES				
89 ·	628 ·	3305042 50228*00665*SUNSTATE 3305042 50228*00665*SUNSTATE		1,675 36 630.66		089-AP INVD-04-41 089-AP INVD-04-41
89 .	631 *	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 .	633	3305042 DIST RESV & STNDPIPES		202.00		*** *** ***
89 . 89 .	634 '	3305042 48607*13098*CPH ENGI 3305042DIST RESV & STNDPIPES		360.66		089-AP.INVD-04-39
89 .	636	3305042DIST RESV & STNDPIPES 3305042 48607*13098*CPH ENGI		1,300 00		089-AP INVD-04-39
89 ·	660 °	3305042DIST RESV & STNDPIPES 3305042DISTRIB, RESERVOIRS & STAN	DPIPES			
89 *	662 *	3305042 DIST RESV & STNDPIPES	DEIFES.			
89 °	663 °	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 °	666	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 *	667 *	3305042 DIST RESV & STNDPIPES				
89 ·	675 ° 8000 °	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 ·	9667 ° 628 °	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 .	628	3305042 518161006651SUNSTATE		853.98		089-AP INVD-05-44
89 °	628 °	3305042 52441'00665'SUNSTATE 3305042DIST RESV & STNDPIPES		2,139 03		089-AP INVD-05-45
89 ·	632	3305042 DIST RESV & STNDPIPES 3305042 DIST RESV & STNDPIPES				
89 '	634 1	3305042 DIST RESV & STNDPIPES				
89 .	636 *	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 .	661 °	3305042DISTRIB. RESERVOIRS & STAN 3305042DIST RESV & STNDPIPES	OPIPES			
89 .	663 '	3305042 DIST RESV & STNDPIPES				
89 -	664 ·	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 -	666 °	3305042 DIST RESV & STNDPIPES				
89 '	675 *	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 .	8000 · 9667 ·	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 .	628 °	3305042 - DIST RESV & STNDPIPES- 3305042 55204*00665*SUNSTATE		1.681.75		ORG AD INNED CO. CO.
89 '	628 '	3305042 55204*00665*SUNSTATE		1,681.75 3,573.75		089-AP INVD-06-63 089-AP INVD-06-63
89 ·	631 °	3305042 DIST RESV & STNDPIPES 3305042 DIST RESV & STNDPIPES				
89 '	633 '	3305042 DIST RESV & STNDPIPES				
89 ·	634 °	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 .	660 '	3305042 DIST RESV & STNDPIPES 3305042 DISTRIB RESERVOIRS & STAN	DPIPES			
89 .	662 '	3305042 DIST RESV & STNDPIPES				
89 .	664 ·	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 '	665 *	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 .	667 ·	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES				
89 .	675	3305042 DIST HESV & STNDPIPES 3305042 55206*13098*CPH ENGI		500		089-AP INVD-06-63

89 89		3305042DIST RESV & STNDPIPES 3305042 cap time	258	7/28/2005 089-MOVE13.A-06-01
89	. 8000 ,	3305042 cap time	1,339 50	7/28/2005 089-MOVE 13.A-06-01
89 89		3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89	631 *	3305042 DIST RESV & STNDPIPES		
89		3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89		3305042 DIST RESV & STNDPIPES		
89 89		3305042 DIST RESV & STNDPIPES 3305042 DIST RESV & STNDPIPES		
89 ' 89 '	661	3305042 DISTRIB. RESERVOIRS & STAN 3305042 DIST RESV & STNDPIPES	DPIPES	
89 '	663	3305042 DIST RESV & STNDPIPES		
89 °	664	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89 '	666	3305042 DIST RESV & STNDPIPES		
89 °		3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89 °		3305042 56719*00665*SUNSTATE 3305042 57789*13098*CPH ENGI	1,536.19 1,051,02	089-AP.INVD-07-43 089-AP.INVD-07-44
89 *	675	3305042 58066'00665'SUNSTATE	1,605.08	089-AP.INVD-07-45
89 .		3305042 DIST RESV & STNDPIPES 3305042 DIST RESV & STNDPIPES		
89 '	628	3305042 -DIST RESV & STNDPIPES	24.00	000 45 4475 05 45
89 ·	628	3305042 59953*00665*SUNSTATE 3305042 61160*00665*SUNSTATE	34.92 97.34	089-AP.INVD-08-45 089-AP.INVD-08-46
89 ·		3305042 61160*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	239.24	089-AP.INVD-08-46
89 1	631	3305042 59953*00665*SUNSTATE	82.28	089-AP INVD-08-45
89 ·	631 632	3305042 61160*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	229 4	089-AP INVD-08-46
89 ·	632	3305042 59953'00665'SUNSTATE	8.54	089-AP.INVD-08-45 089-AP.INVD-08-46
89 '	633 *	3305042 611601006651SUNSTATE 3305042 DIST RESV & STNDPIPES	23 82	
89 °	633 '	3305042 59953*00665*SUNSTATE 3305042 61160*00665*SUNSTATE	18.76 52.3	089-AP INVD-08-45 089-AP INVD-08-46
89 .	634	3305042 DIST RESV & STNDPIPES		
89 ·	634 °	3305042 59953*00665*SUNSTATE 3305042 61160*00665*SUNSTATE	22.47 62.66	089-AP INVD-08-45 089-AP INVD-08-46
89 ·	636 '	3305042 DIST RESV & STNDPIPES 3305042 599531006651SUNSTATE	121 47	089-AP.INVD-08-45
89 *	636 *	3305042 61160*00665*SUNSTATE	338.66	089-AP-INVD-08-46
89 .	660 °	3305042 DIST RESV & STNDPIPES 3305042 DISTRIB RESERVOIRS & STAN	DPIPES	
89 '	661 *	3305042 599531006651SUNSTATE	16 16	089-AP-INVD-08-45
89 '	662 *	3305042 DIST RESV & STNDPIPES	45.05	089-AP.INVD-08-46
89 .	662 *	3305042 599531006651SUNSTATE 3305042 611601006651SUNSTATE	18.57 51.78	089-AP.INVD-08-45 089-AP INVD-08-46
89 1	663 '	3305042 DIST RESV & STNDPIPES		
89 °	663 ·	3305042 59953*00665*SUNSTATE 3305042 61180*00665*SUNSTATE	11.89 33.14	089-AP INVD-08-45 089-AP INVD-08-46
89 ·	664 °	3305042DIST RESV & STNDPIPES 3305042 59953:00665:SUNSTATE	8.17	089-AP INVD-08-45
89 .	664	3305042 53933 00665 SUNSTATE	22.78	089-AP INVD-08-46
89 °	665 °	3305042 DIST RESV & STNDPIPES 3305042 599531006651SUNSTATE	22 85	089-AP.INVD-08-45
89 '	665 *	3305042 6:160:00665:SUNSTATE	63.69	089-AP INVD-08-46
89 ·	666 *	3305042DIST RESV & STNDPIPES 3305042 59953*00665*SUNSTATE	18 2	089-AP INVD-08-45
89 ·	666 °	3305042 61160*00665*SUNSTATE 3305042 DIST RESV & STNDPIPES	50.75	089-AP.INVD-08-46
89 -	667	3305042 59953*00665*SUNSTATE	375 93	089-AP INVD-08-45
89 .	667 °	3305042 59953*00665*SUNSTATE 3305042 61160*00665*SUNSTATE	85 81 1,048 08	089-AP INVD-08-45 089-AP INVD-08-46
89 ·	675 °	3305042 DIST RESV & STNDPIPES	1,792 79	089-AP INVD-08-43
89 .	675 *	3305042 596181006651SUNSTATE 3305042 599531006651SUNSTATE	439 28	089-AP.INVD-08-45
89	675 °	3305042 61160*00665*SUNSTATE 3305042 61177*15967*HUGHES S	1,224.66 198.32	089-AP INVD-08-46 089-AP INVD-08-46
89 .	8000 .	3305042DIST RESV & STNDPIPES		
89 ·	9667 °	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89 .	628 ° 631 °	3305042 64652*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	97 39	089-AP INVD-09-46
89 '	631	3305042 64652*00665*SUNSTATE	229.46	089-AP.INVD-09-46
89 ·	632 °	3305042DIST RESV & STNDPIPES 3305042 64652*00665*SUNSTATE	23.83	089-AP INVD-09-46
89 ·	633	3305042DIST RESV & STNOPIPES 3305042 64652*00665*SUNSTATE	52.31	089-AP INVD-09-46
89 .	634 '	3305042DIST RESV & STNDPIPES		
89 .	634 °	3305042 64652*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	62.67	089-AP INVD-09-46
89 .	636	3305042 64652*00665*SUNSTATE	338 75	089-AP INVD-09-46
89 ·	661 '	3305042 DIST RESV & STNDPIPES 3305042 DISTRIB RESERVOIRS & STAN	DPIPES	
89 ·	661 °	3305042 64652*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	45 06	089-AP INVD-09-46
89 *	662 *	3305042 64652*00665*SUNSTATE	51 8	089-AP INVD-09-46
89	663 ·	3305042DIST RESV & STNDPIPES 3305042 64652*00665*SUNSTATE	33 15	089-AP INVD-09-48
89 ·	664 °	3305042 DIST RESV & STNDPIPES 3305042 64652 00665 SUNSTATE	22 79	089-AP INVD-09-46
89 *	665 '	3305042 DIST RESV & STNDPIPES		
89 .	665 °	3305042 64652*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	63 71	089-AP INVD-09-46
89 '	666 '	3305042 64652*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	50 76	089-AP INVD-09-46
89 .	667 °	3305042 64652*00665*SUNSTATE	1,048.37	089-AP INVD-09-46
89 .	667 ·	3305042 64652*00665*SUNSTATE 3305042 DIST RESV & STNDPIPES	239 3	089-AP,INVD-09-46
89 *	675 '	3305042 646521006651SUNSTATE	1.225 00	089-AP 1NVD-09-46
89 .	9667 1	3305042 DIST RESV & STNDPIPES 3305042 DIST RESV & STNDPIPES		
89	628 °	3305042DIST RESV & STNDPIPES 3305042 66208*00665*SUNSTATE	97.38	089-AP INVD-10-48
89 .	631 '	3305042 DIST RESV & STNDPIPES		
89 ·	632	3305042 662081006651SUNSTATE 3305042 DIST RESV & STNDPIPES	229 46	089-AP.INVD-10-48
89 *	632 '	3305042 66208*D0665*SUNSTATE	23 83	089-AP INVD-10-48
89 .	633 '	3305042 DIST RESV & STNDPIPES 3305042 662081006651SUNSTATE	52 31	089-AP INVD-10-48
89 .	634 °	3305042DIST RESV & STNDPIPES 3305042 66208*00665*SUNSTATE	62 67	089-AP INVD-10-48
89 .	636 *	3305042 DIST RESV & STNDPIPES		
89 °	636 *	3305042 662081006651SUNSTATE 3305042DIST RESV & STNDPIPES	338 75	089-AP INVD-10-48
89 .	661	3305042 DISTRIB RESERVOIRS & STAN	DPIPES	

89		3305042 66208'00665*SUNSTATE	45.06	089-AP INVD-10-48
89 89		3305042DIST RESV & STNDPIPES 3305042 66208*00665*SUNSTATE	5†8	089-AP.INVD-10-48
89	663 1	3305042 DIST RESV & STNDPIPES		
89 89	664	3305042 662081006651SUNSTATE 3305042 DIST RESV & STNDPIPES	33.15	089-AP.INVD-10-48
89 89	664	3305042 66208*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	22 79	089-AP INVD-10-48
89	665	3305042 662081006651SUNSTATE	63 72	089-AP INVD-10-48
89 89		3305042DIST RESV & STNDPIPES 3305042 66208*00665*SUNSTATE	50.76	089-AP.INVD-10-48
89	667	3305042 DIST RESV & STNDPIPES		
89 89	667	3305042 66208*00665*SUNSTATE 3305042 66208*00665*SUNSTATE	1,048 37 239 3	089-AP:INVD-10-48 089-AP:INVD-10-48
89	675	3305042DIST RESV & STNDPIPES	1.225 00	089-AP INVD-10-48
89	. 8000	3305042 66208'00665'SUNSTATE 3305042DIST RESV & STNDPIPES	1,225 00	003-AF 1114 D-10-48
89	9667 · 628 ·	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89	628	3305042 69104*00665*SUNSTATE	97.98	089-AP.INVD-11-41
89 '	631	3305042 69104*00665*SUNSTATE 3305042 DIST RESV & STNDPIPES	240.79	089-AP.INVD-11-42
89	631	3305042 69104*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	230 89	089-AP.INVD-11-41
89	632	3305042 69104*00665*SUNSTATE	23.97	089-AP.INVD-11-41
89 '		3305042DIST RESV & STNDPIPES 3305042 69104*00665*SUNSTATE	52 64	089-AP.INVD-11-41
89 '	634 *	3305042 DIST RESV & STNDPIPES		089-AP INVD-11-41
89 °	636	3305042 69104 00665 SUNSTATE 3305042DIST RESV & STNDPIPES	63.06	089-AP.INVD-11-41
89	636	3305042 69104'00665'SUNSTATE 3305042DIST RESV & STNDPIPES	340 86	089-AP.INVD-11-41
89 '	661 1	3305042 DISTRIB RESERVOIRS & STAN	DPIPES	
89 .	661 °	3305042 69104*00665*SUNSTATE 3305042 DIST RESV & STNDPIPES	45 34	089-AP INVD-11-41
89 '	662 '	3305042 69104*00665*SUNSTATE	52.12	089-AP.INVD-11-41
89 .	663 °	3305042DIST RESV & STNDPIPES 3305042 69104'00665'SUNSTATE	33 36	089-AP INVD-11-41
89 ·	664 °	3305042 DIST RESV & STNDPIPES 3305042 69104*00665*SUNSTATE	22.93	089-AP.INVD-11-41
89 .	665 *	3305042 DIST RESV & STNDPIPES		
89 .	665 °	3305042 691041006651SUNSTATE 3305042DIST RESV & STNDPIPES	64 11	089-AP.INVD-11-41
89 '	666 *	3305042 69104*00665*SUNSTATE	51.08	089-AP.INVD-11-41
89	667 *	3305042DIST RESV & STNDPIPES 3305042 69104*00665*SUNSTATE	1,054.88	089-AP.INVD-11-41
89 .	675 °	3305042DIST RESV & STNDPIPES 3305042 67427*00665*SUNSTATE	168.7	089-AP INVD-11-38
89 *	675 1	3305042 67923*13098*CPH ENGI	9,872 27	089-AP INVD-11-40
89 .	675 ·	3305042 69104*00665*SUNSTATE 3305042 69623*13098*CPH ENGI	1,232 61 6,184 20	089-AP INVD-11-42 089-AP INVD-11-44
89.	8000	3305042 DIST RESV & STNDPIPES		
89 .	9667 °	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89 '	628 °	3305042 713981006651SUNSTATE 3305042DIST RESV & STNDPIPES	97 36	089-AP INVD-12-48
89 *	631 '	3305042 713981006651SUNSTATE	229.43	089-AP.INVD-12-48
89 ·	632 '	3305042DIST RESV & STNDPIPES 3305042 71398 00665 SUNSTATE	23 82	089-AP INVD-12-48
89 .	633 °	3305042DIST RESV & STNDPIPES 3305042 713981006651SUNSTATE	52.31	089-AP INVD-12-48
89 .	634 *	3305042 DIST RESV & STNDPIPES		
89 .	634 °	3305042 71398*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	62 67	089-AP INVD-12-48
89 -	636 *	3305042 71398*00665*SUNSTATE	338.71	089-AP INVD-12-48
89 ·	660 °	3305042DIST RESV & STNDPIPES 3305042DISTRIB RESERVOIRS & STAN	DPIPES	
89 ·	661 °	3305042 71398*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	45 06	089-AP INVD-12-48
89 '	862	3305042 71398'00665'SUNSTATE	51 79	089-AP INVD-12-48
89 .	663 ·	3305042DIST RESV & STNDPIPES 3305042 71398:00665:SUNSTATE	33.15	089-AP INVD-12-48
89 .	664 °	3305042DIST RESV & STNDPIPES 3305042 71398100665"SUNSTATE	22 79	089-AP INVD-12-48
89 '	665 *	3305042 DIST RESV & STNDPIPES		
89 ·	665 *	3305042 71398*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	63 7	089-AP INVD-12-48
89 ·	666 °	3305042 71398'00665'SUNSTATE 3305042DIST RESV & STNDPIPES	50 75	089-AP INVD-12-48
89.	667	3305042 71398*00665*SUNSTATE	1,048 23	089-AP.INVD-12-48
89 .	667 °	3305042 71398*00665*SUNSTATE 3305042DIST RESV & STNDPIPES	239 27	089-AP INVD-12-48
89	675 *	3305042 71398'00665'SUNSTATE	1,224.84 381 99	089-AP INVD-12-48 089-AP INVD-12-50
89 .	675 °	3305042 722131008311LOCKE WE 3305042 722151130981CPH ENGI	381 99 3,284 00	089-AP INVD-12-50 089-AP INVD-12-50
89 .	8000 ° 9667 °	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89 .	628 '	3305042 DIST RESV & STNDPIPES		
89 .	631 °	3305042DIST RESV & STNDPIPES 3305042 CAP TIME	645	12/31/2004 089-CAPTIME-13-16
89 .	632 ·	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89 *	634 *	3305042 DIST RESV & STNDPIPES		
89 .	636 '	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89 *	661 *	3305042 DISTRIB RESERVOIRS & STAN	DPIPES	
89 .	662 °	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89 · 89 ·	664 665	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89	666 '	3305042D'ST RESV & STNDPIPES		
89 ·	667 °	3305042 DIST RESV & STNDPIPES 3305042 CAP TIME	1,626.00	12/31/2004 089-CAPTIME-13-16
89 .	675 ° 8000 °	3305042 DIST RESV & STNDPIPES		
89.	8000 *	3305042DIST RESV & STNDPIPES 3305042 cap time		258 7/28/2005 089-MOVE 13.A-13-16
89 ·	8000 ° 9667 °	3305042 cap time 3305042DIST RESV & STNDPIPES		1,339 50 7/28/2005 089-MOVE13 A-13-16
89 .	628 *	3305042 DIST RESV & STNDPIPES		
89 .	631 °	3305042 DIST RESV & STNDPIPES 3305042 DIST RESV & STNDPIPES		
89 .	633 · 634 ·	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		
89 .	636 *	3305042 DIST RESV & STNDPIPES		
89 .	660 '	3305042 DIST RESV & STNDPIPES 3305042 DISTRIB RESERVOIRS & STAN	DPIPES	
89 .	662 *	3305042 DIST RESV & STNDPIPES		
89.	664	3305042DIST RESV & STNDPIPES 3305042DIST RESV & STNDPIPES		

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89 89		3315043TRANS & DISTR MAINS 3315043 LEGEND/BRIDGESTONE PH 4		54,196.90	6/23/2004 089-MISC JE A-06-01
89	. 636 .	3315043 TRADDS LANDING		230,673 86	6/23/2004 089-MISC JE A-06-01
89	. 660 .	3315043 TRANS & DISTR MAINS			
89		3315043 TRANSMISSION & DISTRIB. MA	INS		
89 89		3315043TRANS & DISTR MAINS 3315043TRANS & DISTR MAINS			
89	664	3315043 TRANS & DISTR MAINS			
89	665	3315043 TRANS & DISTR MAINS			
89	666 *	3315043TRANS & DISTR MAINS			
89 89		3315043 TRANS & DISTR MAINS		24.850 00	6/23/2004 089-MISC.JE.A-06-01
89		3315043 SHORES LK CLAIR 3315043 VISTA PINES		34,972.56	6/23/2004 089-MISC JE A-06-01
89	667	3315043 REGAL RIDGE		34,582 70	6/23/2004 089-MISC JE A-06-01
89	675	3315043 TRANS & DISTR MAINS			
89	675	3315043 WESTON HILLS III PH B		47,974 00	6/23/2004 089-MISC JE A-06-01
89 89		3315043 MARTINS LANDING 3315043 ORANGETREE PH 4		21,335 50 92,331.83	6/23/2004 089-MISC JE.A-06-01 6/23/2004 089-MISC JE A-06-01
89	675	3315043 MISSION PK PH 3		24,270 00	6/23/2004 089-MISC.JE.A-06-01
89	8000 .	3315043TRANS & DISTR MAINS			
89		3315043 cap time		513	7/28/2005 089-MOVE13.A-06-01
89 89		3315043 cap time 3315043 cap time		2,032 50 2,754 00	7/28/2005 089-MOVE13 A-06-01 7/28/2005 089-MOVE13.A-06-01
89	8000	3315043 cap time		4,963.50	7/28/2005 089-MOVE13.A-06-01
89	8000 .	3315043 cap time		3,883 50	7/28/2005 089-MOVE 13 A-06-01
89		3315043 SE80.EXEC 3315043TRANS & DISTR MAINS		680	7/29/2005 089-SE50 A-06-02
89		3315043 TRANS & DISTR MAINS			
89	9667	3315043 TRANS & DISTR MAINS			
89	628	3315043 TRANS & DISTR MAINS			
89		3315043 57465 13098 CPH ENGI 3315043TRANS & DISTR MAINS		1,170 48	089-AP.INVD-07-44
89	632 *	3315043 TRANS & DISTR MAINS			
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89	634	3315043 TRANS & DISTR MAINS			
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89 *	667	3315043 59913*13098*CPH ENGI		40.75	089-AP.INVD-08-45
89 .	675 °	3315043TRANS & DISTR MAINS 3315043 59927*13098*CPH ENGI		1,220 56	089-AP.INVD-08-45
89 .	675	3315043 61865*13098*CPH ENGI		635 52	089-AP INVD-08-50
89 .	8000 .	3315043 TRANS & DISTR MAINS			
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89 .	661	3315043TRANS & DISTR MAINS 3315043TRANSMISSION & DISTRIB. MA	INS		
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12/31/2004 089-CAPTIME-13-16
1/7/2005 089-CP TO GL-13-09
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89 89		3335045 SERVICE LINES 3335045 SERVICE LINES		
89	628	3335045 SERVICE LINES		
89 89		3335045 435071006651SUNSTATE 3335045 435071006651SUNSTATE	1,649 94 922,59	089-AP.INVD-02-41 089-AP INVD-02-41
89 89	631	3335045 SERVICE LINES		
89	633	3335045SERVICE LINES 3335045SERVICE LINES		
89 89	634	3335045 SERVICE LINES 3335045 SERVICE LINES		
89	660	3335045 SERVICE LINES		
89 89	662 *	3335045SERVICE LINES 3335045SERVICE LINES		
89 89	663	3335045 SERVICE LINES 3335045 SERVICE LINES		
89	665 '	3335045 SERVICE LINES		
89 89		3335045 SERVICE LINES 3335045 SERVICE LINES		
89 89	675	3335045 SERVICE LINES		
89	9667	3335045SERVICE LINES 3335045SERVICE LINES		
89 89	627	3335045SERVICE LINES 3335045SERVICE LINES		
89	628	3335045 46958 00665 SUNSTATE	360 21	089-AP INVD-03-50
89 89	631 *	3335045 SERVICE LINES 3335045 SERVICE LINES		
89	633 '	3335045 SERVICE LINES 3335045 SERVICE LINES		
89	636	3335045 SERVICE LINES		
89	636 660	3335045 46914*13307*SHAFER D 3335045SERVICE LINES	2,280.00	089-AP INVD-03-50
89 '	661	3335045 SERVICE LINES		
89 .	663 *	3335045SERVICE LINES 3335045SERVICE LINES		
89 '	664 °	3335045 SERVICE LINES 3335045 SERVICE LINES		
89 -	666	3335045 SERVICE LINES		
89 .	667 *	3335045 SERVICE LINES 3335045 R469161133071SHAFER	1,650 00	089-AP:INVD-03-50
89 .	667 ·	3335045 R46916*13307*SHAFER 3335045 SERVICE LINES	1	,617 00 089-AP INVD-03-50
89 *	8000 '	3335045 SERVICE LINES		
89 ·	9667 * 627 *	3335045 SERVICE LINES 3335045 SERVICE LINES		
89 .	628 *	3335045 SERVICE LINES 3335045 48735'00665'SUNSTATE	715.8	089-AP.INVD-04-39
89.	628 *	3335045 50228 00665 SUNSTATE	1,061 24	089-AP INVD-04-41
89 *	628 °	3335045 50228*00665*SUNSTATE 3335045 50901*00665*SUNSTATE	385.2 500.07	089-AP INVD-04-41 089-AP INVD-04-42
89 *	631 *	3335045 SERVICE LINES	555 51	000 10 1110 04 12
89 ·	633 1	3335045 SERVICE LINES 3335045 SERVICE LINES		
89 *	634 °	3335045SERVICE LINES 3335045SERVICE LINES		
89 .	660	3335045 SERVICE LINES		
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89 .	667 *	3335045 48944*13307*SHAFER D	1,925 00	089-AP INVD-04-39
89 °	675 °	3335045 SERVICE LINES 3335045 SERVICE LINES		
89 ·	9667 ° 627 °	3335045 SERVICE LINES 3335045 SERVICE LINES		
89 .	628 *	3335045 SERVICE LINES		
89 .	628 631	3335045 51816*00665*SUNSTATE 3335045 SERVICE LINES	395 22	089-AP.INVD-05-44
89 ·	632 633	3335045SERVICE LINES 3335045SERVICE LINES		
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89.	664 °	3335045 SERVICE LINES 3335045 SERVICE LINES		
89 .	666 °	3335045 SERVICE LINES		
89'	667 *	3335045 52225*13307*SHAFER D	660	089-AP INVD-05-44
89 '	675 °	3335045 SERVICE LINES 3335045 SERVICE LINES		
89 ·	9667 · 627 ·	3335045 SERVICE LINES		
89 .	628 '	3335045 SERVICE LINES 3335045 SERVICE LINES		
89 °	628 ·	3335045 53557*00665*SUNSTATE 3335045 55204*00665*SUNSTATE	421.85 2,013.34	089-AP INVD-06-61 089-AP INVD-06-63
89 .	628	3335045 56278*00685*SUNSTATE 3335045 56278*00665*SUNSTATE	1,117.62 1,052.96	089-AP INVD-06-65
89 .	628 °	3335045 SERVICE LINES		089-AP INVD-06-65
89 .	631 *	3335045 SPRING VALLEY PH 7 3335045 SERVICE LINES	11,610 00	6/23/2004 089-MISC JE A-06-01
89 .	633 .	3335045 SERVICE LINES		
89 . 89 .	634 °	3335045 SERVICE LINES 3335045 SERVICE LINES		
89 ·	636 °	3335045 LEGEND/BRIDGESTONE PH 4 3335045 TRADDS LANDING	9.795 00 62,943 00	6/23/2004 089-MISC JE A-06-01 6/23/2004 089-MISC JE A-06-01
89 .	660 '	3335045 SERVICE LINES	52,540 00	3232004 000 MIGO 02 1100 07
89 ·	661 °	3335045 SERVICE LINES 3335045 SERVICE LINES		
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89 .	665 '	3335045 SERVICE LINES		
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89 .	667 ·	3335045 SHORES LK CLAIR	5,650 00	6/23/2004 089-MISC JE A-06-01
89 '	667 *	3335045 VISTA PINES 3335045 REGAL RIDGE	6,866.00 7,117.30	6/23/2004 089-MISC JE A-06-01 6/23/2004 089-MISC JE A-06-01
89 ·	675 °	3335045 SERVICE LINES 3335045 WESTON HILLS III PH B	16,576 00	6/23/2004 089-MISC JE A-06-01
89 .	675 *	3335045 ORANGETREE PH 4	26,084 24	6/23/2004 089-MISC JE A-06-01
89 ·	675 °	3335045 MISSION PK PH 3 3335045 SERVICE LINES	14,272 00	6/23/2004 089-MISC JE A-06-01
89 ·	8000 .	3335045 cap time 3335045 cap time	285 7,809 00	7/28/2005 089-MOVE 13 A-06-01 7/28/2005 089-MOVE 13 A-06-01
89	8000	3335045 cap time	10,089 00	7/28/2005 089-MOVE 13 A-06-01

89		3335045 cap time	114	7/28/2005 089-MOVE13 A-06-01 7/28/2005 089-MOVE13 A-06-01
89 .		3335045 cap time 3335045 cap time	57 57	7/28/2005 089-MOVE 13 A-06-01
89 -	8000	3335045 cap time	114	7/28/2005 089-MOVE13.A-06-01
89	8000	3335045 cap time	228	7/28/2005 089-MOVE13.A-06-01
89 ·		3335045 cap time 3335045 cap time	13,908 00 24,054.00	7/28/2005 089-MOVE13.A-06-01 7/28/2005 089-MOVE13 A-06-01
89 .		3335045 SERVICE LINES	24,004.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
89.	627	3335045 SERVICE LINES		
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89 .	675	3335045 SERVICE LINES 3335045 SERVICE LINES		
89 .	675 *	3335045 56719*00665*SUNSTATE	611 46	089-AP INVD-07-43
89.	8000 1 9667 1	3335045 SERVICE LINES 3335045 SERVICE LINES		
89.	627	3335045 SERVICE LINES		
89 *	628 *	3335045 SERVICE LINES		
89 .	628 *	3335045 59953'00665'SUNSTATE 3335045 62185'00665'SUNSTATE	28.53 42.62	089-AP.INVD-08-45 089-AP.INVD-08-50
89 *	628	3335045 62185 00665 SUNSTATE	104 72	089-AP INVD-08-50
89 *	631 *	3335045 SERVICE LINES		
89 '	631	3335045 59953 00665 SUNSTATE	67.23 100.41	089-AP.INVD-08-45 089-AP INVD-08-50
89 .	631 °	3335045 62185'00665'SUNSTATE 3335045 SERVICE LINES	100.41	089-AP-110VD-08-50
89 .	632 *	3335045 59953*00665*SUNSTATE	6.98	089-AP.INVD-08-45
89 *	632 *	3335045 62185'00665'SUNSTATE	10.43	089-AP INVD-08-50
89 '	633 °	3335045 SERVICE LINES 3335045 59953*00665*SUNSTATE	15 33	089-AP INVD-08-45
89 '	633 *	3335045 62185 00665 SUNSTATE	22 89	089-AP INVD-08-50
89 '	634	3335045 SERVICE LINES	10.26	000 AR INVENOR 45
89 .	634 °	3335045 59953'00665'SUNSTATE 3335045 62185'00665'SUNSTATE	18.36 27.43	089-AP.INVD-08-45 089-AP INVD-08-50
89 *	636 *	3335045 SERVICE LINES		
89 *	636 1	3335045 59953*00665*SUNSTATE	99.25	089-AP INVO-08-45 089-AP INVO-08-50
89 °	636 °	3335045 62185*00665*SUNSTATE 3335045SERVICE LINES	148.24	089-AP:INVD-08-30
89 .	661	3335045 SERVICE LINES		
89 .	661	3335045 59953'00665'SUNSTATE	13.2	089-AP INVD-08-45 089-AP INVD-08-50
89 .	661 °	3335045 62185*00665*SUNSTATE 3335045 SERVICE LINES	19.72	069-AP-:INVD-06-50
89 *	662	3335045 59953'00665'SUNSTATE	15 18	089-AP INVD-08-45
89 .	662 *	3335045 62185*00665*SUNSTATE	22 67	089-AP INVD-08-50
89 -	663	3335045 SERVICE LINES 3335045 59953*00665*SUNSTATE	9.71	089-AP INVD-08-45
89 '	663 '	3335045 62185'00665'SUNSTATE	14.51	089-AP INVD-08-50
89 *	664 ·	3335045 SERVICE LINES	6 68	089-AP INVD-08-45
89.	664	3335045 59953'00665'SUNSTATE 3335045 62185'00665'SUNSTATE	9.97	089-AP INVD-08-50
89 '	665	3335045 SERVICE LINES		
89	665 °	3335045 59953'00665'SUNSTATE	18 67 27 88	089-AP.INVD-08-45 089-AP INVD-08-50
89	666	3335045 62185*00665*SUNSTATE 3335045 SERVICE LINES	21 00	003-74-1114-00-30
89 '	666 .	3335045 59953*00665*SUNSTATE	14.87	089-AP.INVD-08-45
89	666 *	3335045 62185'00665'SUNSTATE	22.21	089-AP INVD-08-50
89.	667	3335045 SERVICE LINES 3335045 59953*00665*SUNSTATE	307.17	089-AP INVD-08-45
89 .	667	3335045 59953'00665'SUNSTATE	70.11	089-AP INVD-08-45
89 .	667 °	3335045 62185*00665*SUNSTATE	458 78	089-AP INVD-08-50
89 .	675	3335045 SERVICE LINES 3335045 59953*00665*SUNSTATE	358.93	089-AP.INVD-08-45
89 *	675 *	3335045 62185*00665*SUNSTATE	536.07	089-AP INVD-08-50
89 '	8000 °	3335045 SERVICE LINES		
89 . 89 .	627	3335045 SERVICE LINES 3335045 SERVICE LINES		
89 '	628	3335045 SERVICE LINES		
89 .	631	3335045 SERVICE LINES 3335045 SERVICE LINES		
89.	633 *	3335045 SERVICE LINES		
89 '	634 *	3335045 SERVICE LINES		
89 .	636 ·	3335045 SERVICE LINES 3335045 LEGENDS PH V	9,820.00	9/10/2004 089-MISC JE A-09-02
88.	660 .	3335045 SERVICE LINES	5,020.00	3/10/2004 083/WIGO 3E 14-03-02
89 .	661 *	3335045 SERVICE LINES		
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89 .	663 °	3335045 SERVICE LINES		
89 .	665 *	3335045 SERVICE LINES		
89 .	666 .	3335045 SERVICE LINES		
89.	667 °	3335045 SERVICE LINES 3335045 63146*04467*HILLTOP	21.39	089-AP INVD-09-44
89 *	667 '	3335045 64068 13307 SHAFER D	528	089-AP INVD-09-47
89 ·	667 °	3335045 64633*13307*SHAFER D	865	089-AP INVD-09-47
89 .	675	3335045 SERVICE LINES 3335045 64068* 13307* SHAFER D	150	089-AP INVD-09-47
89 '	8000 *	3335045 SERVICE LINES		
89 .	9667 * 627 *	3335045 SERVICE LINES		
89.	628	3335045 SERVICE LINES 3335045 SERVICE LINES		
89 .	628 '	3335045 65170'00665'SUNSTATE	8 55	089-AP INVD-10-44
89 *	631	3335045 SERVICE LINES	20 15	089-AP INVD-10-44
89 .	631 °	3335045 65170*00665*SUNSTATE 3335045 SERVICE LINES	20.15	063-M7 INVU-10-44
89 .	632 '	3335045 65170*00665*SUNSTATE	2 09	089-AP INVD-10-44
89 '	633 '	3335045 SERVICE LINES	4.50	089-AP INVD-10-44
89 .	633 °	3335045 65170*00665*SUNSTATE 3335045 SERVICE LINES	4.59	089-AP INVD-10-44
89 '	634 *	3335045 65170'00665'SUNSTATE	5 5	089-AP INVD-10-44
89 '	636 *	3335045 SERVICE LINES	29.75	089-AP INVD-10-44
89 ·	636 *	3335045 651701006651SUNSTATE 3335045 SERVICE LINES	29.75	009-MP INVU-10-44
89 .	661	3335045 SERVICE LINES		
89 .	661	3335045 65170'00665'SUNSTATE	3.96	089-AP INVD-10-44
89	662 662	3335045 SERVICE LINES 3335045 65170*00665*SUNSTATE	4.55	089-AP INVD-10-44
89 '	663	3335045 SERVICE LINES		
89 '	663 ·	3335045 65170*00665*SUNSTATE	2.91	089-AP INVD-10-44
09	004	3335045 SERVICE LINES		

89	. 664	3335045 65170'00665' SUNSTATE	2		089-AP INVD-10-44
89 89	. 665	3335045 SERVICE LINES 3335045 65170 00665 SUNSTATE	5 59		089-AP INVD-10-44
89	666	3335045 SERVICE LINES			
89 89	667	3335045 65170*00665*SUNSTATE 3335045SERVICE LINES	4 46		089-AP.INVD-10-44
89 89	667	3335045 65170*00665*SUNSTATE 3335045 65170*00665*SUNSTATE	92 06 21.02		089-AP INVD-10-44 089-AP INVD-10-44
89 89	675 *	3335045 SERVICE LINES 3335045 65170*00665*SUNSTATE	107 57		089-AP INVD-10-44
89	8000	3335045 SERVICE LINES	107 37		003-77 1144 0-10-44
89 89		3335045 SERVICE LINES 3335045 SERVICE LINES			
89 89	628	3335045 SERVICE LINES 3335045 69104:00665: SUNSTATE	29 39		089-AP.INVD-11-41
89	628	3335045 69104'00665'SUNSTATE	72.23		089-AP INVD-11-41
89 89	631	3335045 SERVICE LINES 3335045 69104*00665*SUNSTATE	69.26		089-AP INVD-11-41
89 89	632 1	3335045 SERVICE LINES 3335045 69104*00665*SUNSTATE	7.19		089-AP INVD-11-41
89	633 *	3335045 SERVICE LINES	15.79		089-AP INVD-11-41
89	634	3335045 69104*00665*SUNSTATE 3335045 SERVICE LINES			
89		3335045 691041006651SUNSTATE 3335045 SERVICE LINES	18.92		089-AP INVD-11-41
89 89	636	3335045 69104*00665*SUNSTATE 3335045 68834*13307*SHAFER D	102 25 1 800 00		089-AP INVD-11-41 089-AP INVD-11-42
89	660 '	3335045 SERVICE LINES	1.000 00		00074
89		3335045 SERVICE LINES 3335045 69104*00665*SUNSTATE	13.61		089-AP:INVD-11-41
89 '	662 .	3335045 SERVICE LINES 3335045 691041006651 SUNSTATE	15 63		089-AP INVD-11-41
89	663	3335045 SERVICE LINES	10.01		089-AP INVD-11-41
89 .	664 *	3335045 69104*00665*SUNSTATE 3335045SERVICE LINES			
89 .	665	3335045 69104*00665*SUNSTATE 3335045 SERVICE LINES	6 88		089-AP.INVD-11-41
89 .	665	3335045 69104*00665*SUNSTATE 3335045 SERVICE LINES	19.23		089-AP:INVD-11-41
89 .	666	3335045 69104*00665*SUNSTATE	15 32		089-AP.INVO-11-41
89 .	667	3335045 SERVICE LINES 3335045 691041006651SUNSTATE	316 44		089-AP.INVD-11-41
89 '		3335045 68834*13307*SHAFER D 3335045 SERVICE LINES	2,025 00		089-AP.INVD-11-42
89 '	675 *	3335045 67990*00665*SUNSTATE 3335045 69104*00665*SUNSTATE	316 35 369 75		089-AP INVD-11-40 089-AP INVD-11-41
89 .	8000 *	3335045 SERVICE LINES	30973		005:74 11440-111-41
89 *	627 *	3335045 SERVICE LINES 3335045 SERVICE LINES			
89 *	628 '	3335045 SERVICE LINES 3335045 SERVICE LINES			
89 .	631 *	3335045 BENT TREE PH 2	8,675 00		12/7/2004 089-MISC JE A-12-10
89 '	633	3335045 SERVICE LINES 3335045 SERVICE LINES			
89 .	634 ° 636 °	3335045 SERVICE LINES 3335045 SERVICE LINES			
89 °	636 *	3335045 TRADDS LANDING PH 2 3335045 SERVICE LINES	21,629 00		12/7/2004 089-MISC JE A-12-10
89 .	661 *	3335045 SERVICE LINES			
89 ·	663 *	3335045 SERVICE LINES 3335045 SERVICE LINES			
89 .	664 °	3335045 SERVICE LINES 3335045 SERVICE LINES			
89 '	666 ·	3335045 SERVICE LINES			
89 *	667 *	3335045 SERVICE LINES 3335045 71158*18240*CIRACO U	2,864 00		089-AP INVD-12-47
89 .	675 °	3335045 SERVICE LINES 3335045 ORANGETREE PH 5	11,410 00		12/7/2004 089-MISC.JE.A-12-10
89 ·	675 °	3335045 71944*00665*SUNSTATE 3335045 72212*00665*SUNSTATE	434 02 469 27		089-AP INVD-12-50 089-AP INVD-12-50
89 .	675 ° 8000 °	3335045 72212*00665*SUNSTATE 3335045 SERVICE LINES	351.68		089-AP INVD-12-50
89 .	9667	3335045 SERVICE LINES			
89 .	627 ° 628 °	3335045 SERVICE LINES 3335045 SERVICE LINES			
89 *	628 °	3335045 CAP TIME 3335045 SERVICE LINES	285		12/31/2004 089-CAPTIME-13-16
89 .	631 · 632 ·	3335045 CAP TIME	7,809 00		12/31/2004 089-CAPTIME-13-16
89 .	633 *	3335045 SERVICE LINES 3335045 SERVICE LINES			
89 .	634 °	3335045 SERVICE LINES 3335045 SERVICE LINES			
89 .	636 °	3335045 CAP TIME 3335045 SERVICE LINES	10,089 00		12/31/2004 089-CAPTIME-13-18
89 .	661	3335045 SERVICE LINES 3335045 CAP TIME	114		12/31/2004 089-CAPTIME-13-16
89 '	662 *	3335045 SERVICE LINES			
89 ·	662 °	3335045 CAP TIME 3335045 SERVICE LINES	57		12/31/2004 089-CAPTIME-13-16
89 .	663 ·	3335045 CAP TIME 3335045 SERVICE LINES	57		12/31/2004 089-CAPTIME-13-16
89 .	665	3335045 SERVICE LINES	114		12/31/2004 D89-CAPTIME-13-16
89 89	665 °	3335045 CAP TIME 3335045SERVICE LINES			
89 '	666 °	3335045 CAP TIME 3335045 SERVICE LINES	228		12/31/2004 089-CAPTIME-13-16
89 .	667 °	3335045 CAP TIME 3335045 SERVICE LINES	13,908 00		12/31/2004 089-CAPTIME-13-16
89 *	675 '	3335045 CAP TIME	24,054 00		12/31/2004 089-CAPTIME-13-16
89.	8000 *	3335045 SERVICE LINES 3335045 cap time			7/28/2005 089-MOVE13 A-13-16
89 ·	8000	3335045 cap time 3335045 cap time			7/28/2005 089-MOVE13 A-13-16 7/28/2005 089-MOVE13 A-13-16
89 .	8000	3335045 cap time		114	7/28/2005 089-MOVE 13 A-13-16 7/28/2005 089-MOVE 13.A-13-16
89 .	8000 .	3335045 cap time 3335045 cap time		57	7/28/2005 089-MOVE13 A-13-16
89	8000 *	3335045 cap time 3335045 cap time		228	7/28/2005 089-MOVE13 A-13-16 7/28/2005 089-MOVE13 A-13-16
89 .	8000 .	3335045 cap time 3335045 cap time			7/28/2005 089-MOVE13.A-13-16 7/28/2005 089-MOVE13 A-13-16
89 .	9667	3335045 SERVICE LINES		2	
89 ·	627 ° 628 °	3335045 SERVICE LINES 3335045 SERVICE LINES			
89 .	631 °	3335045 SERVICE LINES 3335045 SERVICE LINES			
89 .	633 °	3335045 SERVICE LINES 3335045 SERVICE LINES			
89'	636	3335045 SERVICE LINES			
89 .	660 -	3335045 SERVICE LINES			

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1,405 21
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089-AP INVD-03-52
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                                                                           660 660 661 662 663 664 665 666 667 667 675
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89		3345046 METERS			
89 ·	628	3345046METERS 3345046 57961*00109*BADGER M	95 77		089-AP INVD-07-45
89	631 *	3345046 METERS	***		
89	631	3345046 57961 00 109 BADGER M	225 66		089-AP.INVD-07-45
89 °		3345046METERS 3345046 57961*00109*BADGER M	23 43		089-AP INVD-07-45
89	633	3345046 METERS	2343		005-74 11440-07-42
89 *	633	3345046 57961*00109*BADGER M	51.45		089-AP INVD-07-45
89 '		3345046 METERS	61.64		089-AP INVD-07-45
89 °		3345046 57961*00109*BADGER M 3345046METERS	61.64		089-AP INVU-07-45
89 -		3345046 57961*00109*BADGER M	333 14		089-AP INVD-07-45
89 *	660 1	3345046 METERS			
89 *	661 *	3345046 METERS			
89 .		3345046 57961*00109*BADGER M	44.32		089-AP INVD-07-45
89 .		3345046METERS 3345046 57961*00109*BADGER M	50.94		089-AP INVD-07-45
89 *	663 *	3345046METERS			
89 .	663 1	3345046 57961 00109 BADGER M	32 6		089-AP INVD-07-45
89 .		3345046METERS	22.44		089-AP INVD-07-45
89 ·		3345046 57961*00109*BADGER M 3345046METERS	22.41		089-AP INVD-07-45
89 *	665 *	3345046 57961*00109*BADGER M	62 66		089-AP INVD-07-45
89 1	666 1	3345046 METERS			
89 1		3345046 57961*00109*BADGER M	49.92		089-AP.INVD-07-45
89 ·	667 °	3345046METERS 3345046 57961*00109*BADGER M	1,031.01		089-AP INVD-07-45
89 *	667 *	3345046 57961*00109*BADGER M	235 34		089-AP INVD-07-45
89 *	675	3345046 METERS			
89 *		3345046 57961*00109*BADGER M	1,204,71		089-AP.INVD-07-45
89 ·	627 ·	3345046 METERS 3345046 METERS			
89 '	628	3345046 615481001091BADGER M	95.8		089-AP INVD-08-48
89 '	628 '	3345046 61548*00109*BADGER M	235 43		089-AP INVD-08-48
89 '	631	3345046 METERS	200 75		089-AP INVD-08-48
89 ·	631 ·	3345046 61548*00109*BADGER M 3345046METERS	225 75		069-AP.INVU-06-46
89 *	632	3345046 61548*00109*BADGER M	23.44		089-AP INVD-08-48
89 *	633 '	3345046 METERS			
89 .	633 *	3345046 61548'00109'BADGER M	51 47		089-AP INVD-08-48
89 ·	634 °	3345046METERS 3345046 61548*00109*BADGER M	61 66		089-AP INVD-08-48
89.	636	3345046 METERS	01.00		000-74 1111 00 40
89 *	636 *	3345046 61548 00109 BADGER M	333 27		089-AP INVD-08-48
89 *	660 *	3345046METERS			
89 .	661 °	3345046METERS 3345046 61548*00109*BADGER M	44.33		089-AP.INVD-08-48
89.	662	3345046METERS	44.33		003-70-11110-00-40
89 '	662	3345046 61548*00109*BADGER M	50.96		089-AP.INVD-08-48
89 *	663 '	3345046METERS			
89 .	663 °	3345046 61548*00109*BADGER M 3345046METERS	32 61		089-AP INVD-08-48
89 -	664	3345046 615481001091BADGER M	22 42		089-AP.INVD-08-48
89 .	665	3345046METERS			
89 .	665 '	3345046 615481001091BADGER M	62.68		089-AP.INVD-08-48
89 ·	666 666	3345046 METERS	49 94		089-AP INVD-08-48
89.	667	3345046 61548*00109*BADGER M 3345046METERS	43 54		083-AF 1144 D-08-48
89 .	667	3345046 615481001091BADGER M	1,031 40		089-AP,INVD-08-48
89 '	675 *	3345046 METERS			
89 .	675	3345046 61548*00109*BADGER M	1,205.17		089-AP INVD-08-48
89 .	627 ·	3345046 METERS 3345046 METERS			
89 *	628	3345046 64626'00109'BADGER M	143.63		089-AP INVD-09-46
89 *	631 *	3345046 METERS			
89 *	631 '	3345046 64626*00109*BADGER M	338 44		089-AP INVD-09-46
89 .	632 ·	3345046METERS 3345046 64626*00109*BADGER M	35.14		089-AP INVD-09-46
89 .	633 '	3345046METERS	00.77		
89 '	633 *	3345046 64626*00109*BADGER M	77.16		089-AP INVD-09-46
89 '	634 1	3345046 METERS	22.44		089-AP INVD-09-46
89 .	634 °	3345046 64626*00109*BADGER M 3345046METERS	92.44		089-AP 10VQ-09-46
89 .	636	3345046 64626*00109*BADGER M	499 64		089-AP INVD-09-46
89 *	636 '	3345046 RPT-CB TO GL,LN-0900,CLC-77		98 36	089-CB TO GL-09-10
89 *	660	3345046 METERS			
89 '	661 °	3345046METERS 3345046 64626*00109*BADGER M	66.47		089-AP INVD-09-46
89 .	662 '	3345046 METERS	30.11		
89 .	662	3345046 64626*00109*BADGER M	76 4		089-AP INVD-09-46
89	663 .	3345046METERS			000 10 11 1/0 00 10
89 .	663 °	3345046 64626*00109*BADGER M 3345046METERS	48.89		089-AP INVD-09-46
89 .	664	3345046 64626'00109'BADGER M	33 6		089-AP INVD-09-46
89 *	665 *	3345046 METERS			
89 .	665	3345046 646261001091BADGER M	93.97		089-AP INVD-09-46
89 ·	666 ·	3345046METERS 3345046 64626*00109*BADGER M	74 87		089-AP.INVD-09-46
89 .	667	3345046 METERS			000711
89 .	667 '	3345046 64626*00109*BADGER M	1,546.28		089-AP INVD-09-46
89 .	667	3345046 646261001091BADGER M	352 96		089-AP INVD-09-46
89 ·	675 ·	3345046METERS 3345046 64626*00109*BADGER M	1,806 80		089-AP INVD-09-46
89 *	627	3345046 METERS	1,000 00		000 14 1140 00 40
89 *	628 *	3345046 METERS			
89 .	628	3345046 67082*00109*BADGER M	95.92		089-AP INVD-10-50
89 ·	631 °	3345046METERS 3345046 67082*00109*BADGER M	226 02		089-AP.INVD-10-50
89.	632	3345046 METERS	220 02		005.14.8140-10-50
89.	632 '	3345046 67082*00109*BADGER M	23 47		089-AP INVD-10-50
89	633 *	3345046 METERS			000 10 11 1
89	633 °	3345046 67082*00109*BADGER M 3345046METERS	51 53		089-AP INVD-10-50
89 .	634	3345046 67082*00109*BADGER M	61.73		089-AP INVD-10-50
89 .	636	3345046 METERS			
89 *	636 *	3345046 67082*00109*BADGER M	333 67		089-AP INVD-10-50
89 -	660 '	3345046 METERS			
89 ·	661	3345046METERS 3345046 67082*00109*BADGER M	44 39		089-AP INVD-10-50
89.	662	3345046 METERS	44 55		000 / 10 10 10 10 10 10 10 10 10 10 10 10 10
89 .	662 '	3345046 67082*00109*BADGER M	51 02		089-AP INVD-10-50
89 1	663 *	3345046 METERS			
89 '	663 °	3345046 670821001091BADGER M 3345046METERS	32 65		089-AP INVD-10-50
89 .	664	3345046 67082*00109*BADGER M	22.45		089-AP INVD-10-50
89 '	665	3345046 METERS			
89 *	665	3345046 67082*00109*BADGER M	62 75		089-AP INVD-10-50
89 '	666 '	3345046METERS			

89 1	666 *	3345046 67082*00109*BADGER M	50		089-AP.INVD-10-50
89 *	667	3345046 METERS	1.020.04		ORO ARIAND 10 EQ
89 ·	667 667	3345046 67082'00109'BADGER M 3345046 67082'00109'BADGER M	1,032 64 235 72		089-AP INVD-10-50 089-AP INVD-10-50
89 '	675	3345046 METERS			
89 *	675 *	3345046 67082*00109*BADGER M	1,206 62		089-AP INVD-10-50
89 .		3345046 METERS 3345046 METERS			
89.	628	3345046 690691001091BADGER M	95 93		089-AP INVD-11-41
89 '	628 *	3345046 69069*00109*BADGER M	235 74		089-AP INVD-11-41
89 ·	631 °	3345046METERS 3345046 69069*00109*BADGER M	226.04		089-AP.INVD-11-41
89 *	632 *	3345046 METERS	220.04		000741174211111
89 *	632 '	3345046 69069*00109*BADGER M	23 47		089-AP INVD-11-41
89 °		3345046METERS 3345046 69069*00109*BADGER M	51.54		089-AP.INVD-11-41
89.		3345046 METERS	31.34		00070 (11100 77 71
89 .	634 *	3345046 690691001091BADGER M	61 74		089-AP INVD-11-41
89 ·	636 °	3345046METERS 3345046 69069*00109*BADGER M	333.7		089-AP INVD-11-41
89 '	636 *	3345046 RPT-CB.TO GL,LN-0900,CLC-77		90 34	089-CB.TO.GL-11-11
89 '	660 '	3345046 METERS			
89 ·	661	3345046 - METERS - 3345046 69069*00109*BADGER M	44 39		089-AP INVD-11-41
89 *	662 '	3345046 METERS			
89 ·	662 °	3345046 69069*00109*BADGER M 3345046METERS	51.02		089-AP INVD-11-41
89.	663 *	3345046 69069'00109'BADGER M	32 66		089-AP.INVD-11-41
89 .	664 .	3345046 METERS	00.45		000 40 lbm/D 44 44
89 °	664 °	3345046 69069*00109*BADGER M 3345046METERS	22.45		089-AP.INVD-11-41
89 .	665	3345046 69069*00109*BADGER M	62 76		089-AP INVD-11-41
89 .	666	3345046 METERS	50		089-AP INVD-11-41
89 ·	666 ·	3345046 69069*00109*BADGER M 3345046METERS	50		009-AF 111VD-11-41
89 .	667 *	3345046 69069*00109*BADGER M	1,032.74		089-AP INVD-11-41
89 '	675	3345046 METERS	1,206 74		089-AP.INVD-11-41
89 .	675 ·	3345046 690691001091BADGER M 3345046METERS	1,206 74		003-AF-1840D-11-41
89 *	628 *	3345046METERS			000 45 1110 10 1
89 *	628 °	3345046 71399'00109'BADGER M	95.8		089-AP INVD-12-48
89 .	631 *	3345046METERS 3345046 713991001091BADGER M	225 79		089-AP INVD-12-48
89 *	632 *	3345046 METERS			ORO AD INIUD 10 10
89 °	632 °	3345046 713991001091BADGER M 3345046 METERS	23.45		089-AP INVD-12-48
89 .	633 *	3345046 71399'00109'BADGER M	51.48		089-AP INVD-12-48
89 *	634 '	3345046 METERS	0.07		089-AP INVD-12-48
89 °	634 °	3345046 71399*00109*BADGER M 3345046METERS	61 67		069-AP 111VD-12-46
89 .	636 '	3345046 71399'00109'BADGER M	333 33		089-AP INVD-12-48
89 .	660 °	3345046METERS			
89 .	661	3345046METERS 3345046 71399*00109*BADGER M	44 34		089-AP INVD-12-48
89 '	662 *	3345046 METERS			
89 °	662 ·	3345046 71399*00109*BADGER M 3345046METERS	50.97		089-AP INVD-12-48
89.	663	3345046 713991001091BADGER M	32 62		089-AP INVD-12-48
89 .	664 '	3345046METERS			
89 °	664 °	3345046 71399'00109'BADGER M 3345046METERS	22.43		089-AP INVD-12-48
89 .	665	3345046 713991001091BADGER M	62.69		089-AP INVD-12-48
89 '	666 '	3345046 METERS			
89 .	666 '	3345046 713991001091BADGER M 3345046METERS	49 95		089-AP INVD-12-48
89.	667	3345046 713991001091BADGER M	1,031.59		089-AP INVD-12-48
89	667 '	3345046 71399*00109*BADGER M	235.47		089-AP INVD-12-48
89	675 °	3345046METERS 3345046 71399*00109*BADGER M			089-AP INVD-12-48
89 .			1.205 39		
	627	3345046METERS	1,205 39		
89 '	627 · 628 ·	3345046 METERS	1,205 39		
89 *	627 · 628 · 631 ·	3345046METERS 3345046METERS	1,205 39		
89 ·	627 ° 628 ° 631 ° 632 ° 633 °	3345046METERS 3345046METERS 3345046METERS 3345046METERS	1,205 39		
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3602006 WESTON HILLS III PH 8
3602006 TADDS LANDING
3602006 ORANGETREE PH 4
3602006 MISSION PK PH 3
3602006 --SEWAGE SERVICE LINES-
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360/2006 and Jimen SERVICE LINES-

360/2006 - SEWAGE SERVICE LINES-
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89 ' 675 ' 3612008 SEWER MAINS				
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89 ' 675 ' 3612008 TRADDS LANDING PH 2 89 ' 675 ' 3612008 ORANGETREE PH 5	84,371 78 23,471 85		12/7/2004 089-MISC JE A-12-10 12/7/2004 089-MISC JE A-12-10	
89 8000 3612008SEWER MAINS 89 675 3612008SEWER MAINS				
89 ' 675 ' 3612008 CAP TIME 89 ' 8000 ' 3612008 SEWER MAINS	3.834 00		12/31/2004 089-CAPTIME-13-16	
89 * 8000 * 3612008 cap time 89 * 675 * 3612008 -SEWER MAINS		2,287 50	7/28/2005 089-MOVE13 A-13-16	
89 8000 3612008 SEWER MAINS- SUB T OTAL FOR ACCO 3612008	375.307.82	2.287.50	BEG	1,379,926 86
308 T OTAL FOR ACCO 3612006	373,307 62	2,201.30	NET END	373,020.32 1,752,947.18
00.1 0754 0040040 1411410450			LIND	1,732,547.10
89 ' 675 ' 3612010 MANHOLES 89 ' 675 ' 3612010 WESTON HILLS III PH B	22,515.00		6/23/2004 089-MISC JE A-06-01	
89 ' 675 ' 3612010 TRADDS LANDING 89 ' 675 ' 3612010 ORANGETREE PH 4	100,958 00 27,220,23		6/23/2004 089-MISC JE.A-06-01 6/23/2004 089-MISC JE.A-06-01	
89 ' 675 ' 3612010 MISSION PK PH 3 89 ' 675 ' 3612010 TRADDS LANDING PH 2	9,800,00 36,668,00		6/23/2004 089-MISC.JE.A-06-01 12/7/2004 089-MISC JE A-12-10	
89 ' 675 ' 3612010 ORANGETREE PH 5 89 ' 675 ' 3612010 CAP TIME	8,920 00 114		12/7/2004 089-MISC JE A-12-10 12/31/2004 089-CAPTIME-13-16	
SUB T OTAL FOR ACCO 3612010	206,195.23	0	BEG NET	146,725 14 206,195 23
			END	352,920.37
89 * 675 * 3662006REUSE SERVICES 89 * 675 * 3662006 WESTON HILLS III PH B	20,292.00		6/23/2004 089-MISC JE A-06-01	
89 ° 675 ° 3662006 TRADDS LANDING 89 ° 675 ° 3662006 ORANGETREE PH 4	59,975 00 31,839 00		6/23/2004 089-MISC JE.A-06-01 6/23/2004 089-MISC JE A-06-01	
89 ' 675 ' 3662006 MISSION PK PH 3 SUB T OTAL FOR ACCO 3662006	19,491 00 131,597 00	0	6/23/2004 089-MISC.JE.A-06-01 BEG	0
	,		NET END	131,597.00 131,597.00
89 ° 675 ° 3675046REUSE MTR/INSTALLATIONS				
SUB T OTAL FOR ACCO 3675046	0	0	BEG NET	372 01 0
			END	372 01
89 ' 675 ' 3752008REUSE TRANMISSION & DIST S 89 ' 675 ' 3752008 WESTON HILLS III PH B	YS 13,808 00		6/23/2004 089-MISC.JE.A-06-01	
89 675 3752008 TRADDS LANDING 89 675 3752008 ORANGETREE PH 4	181,119 11 58,122 68		6/23/2004 089-MISC JE A-06-01 6/23/2004 089-MISC JE A-06-01	
89 675 3752008 MISSION PK PH 3 SUB T OTAL FOR ACCO 3752008	10,522.00 263,571.79	0	6/23/2004 089-MISC JE A-06-01 BEG	73,558 69
SUB TOTAL FOR ACCOSTS2000	203,371.73	Ÿ	NET END	263,571 79 337,130 48
89 * 675 * 3804004 SEWER LAGOONS			LNU	337,130 40
SUB T OTAL FOR ACCO 3804004	0	0	BEG NET	105,514.04 0
			END	105,514 04
89 ' 675 ' 3804005 SEWAGE TRTMT PLANT 89 ' 8000 ' 3804005 SEWAGE TRTMT PLANT				
89 ' 9675 ' 3804005 SEWAGE TRTMT PLANT				
89 ' 675 ' 3804005SEWAGE TRTMT PLANT 89 ' 8000 ' 3804005SEWAGE TRTMT PLANT				
89 * 9675 * 3804005 - SEWAGE TRIMI PLANT - 89 * 675 * 3804005 - SEWAGE TRIMI PLANT -				
89 * 8000 * 3804005 SEWAGE TRTMT PLANT 89 * 9675 * 3804005 SEWAGE TRTMT PLANT				
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89 * 8000 * 3804005 cap time 89 * 9675 * 3804005SEWAGE TRTMT PLANT	114		7/28/2005 089-MOVE13 A-06-01	
89 ' 675 ' 3804005 - SEWAGE TRIMI PLANT 89 ' 8000 ' 3804005 - SEWAGE TRIMI PLANT				
89 ' 9675 ' 3804005 - SEWAGE TRTMT PLANT 89 ' 675 ' 3804005 - SEWAGE TRTMT PLANT				
89 ' 675 ' 3804005 80439*02048*PAT'S PU 89 ' 8000 ' 3804005SEWAGE TRTMT PLANT	376 05		089-AP INVD-08-45	
89 9675 3804005 - SEWAGE TRTMT PLANT-				
89 ' 675 ' 3804005 - SEWAGE TRTMT PLANT 89 ' 8000 ' 3804005 - SEWAGE TRTMT PLANT				
89 * 9675 * 3804005 SEWAGE TRTMT PLANT 89 * 675 * 3804005 SEWAGE TRTMT PLANT				
89 * 675 * 3804005 65165*06808*UTILITY 89 * 675 * 3804005 66193*07302*ELLIS K	434 49 267 02		089-AP INVD-10-44 089-AP INVD-10-48	
89 * 8000 * 3804005SEWAGE TRTMT PLANT 89 * 9675 * 3804005SEWAGE TRTMT PLANT				
89 ' 675 ' 3804005 SEWAGE TRIMIT PLANT 89 ' 675 ' 3804005 69088 '06808 'UTILITY	673 71		089-AP INVD-11-42	
89 ' 675 ' 3804005 69067'07302'ELLIS K. 89 ' 675 ' 3804005 69086'16503'FLORIDA	1,896 39 3,699 40		089-AP INVD-11-42 089-AP INVD-11-42	
89 ' 675 ' 3804005 69625'07302'ELLIS K 89 ' 8000 ' 3804005SEWAGE TRTMT PLANT	2,757 84		089-AP INVD-11-44	
89 ' 9675 ' 3804005 SEWAGE TRIMT PLANT 89 ' 675 ' 3804005 SEWAGE TRIMT PLANT				
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89 ' 675 ' 3804005 SE80 CAPTIME	370 5 8,208 00		1/6/2005 089-SE80 A-13-13	
89 * 8000 * 3804005SEWAGE TRIMT PLANT 89 * 8000 * 3804005 cap time		114 7	/28/2005 089-MOVE13 A-13-16	
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			END	2,885,644 30
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89.		3907091OFF FURN & EQPT				
	SUB T	OTAL FOR ACCO 3907091	0	0	BEG	575 12
					NET	0
					END	575.12
89.	660 .	3917000 TRANSPORTATION EQPT				
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89 '	660 '	3917000 45990 13267 J-BAR EN	1,605.00		089-AP INVD-03-48	
89 '	660 *	3917000 MOVE INV #WO46709	348 1		4/2/2004 089-MOVE A-03-03	
89 .	660 *	3917000 MOVE INV #WO46708	319.5		4/2/2004 089-MOVE A-03-03	
89 .	675	3917000 TRANSPORTATION EQPT				
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89.	660 .	3917000 MOVE VEHICLE 0131	17,356.19		5/13/2004 089-MOVE A-05-03	
89 .	660	3917000 MOVE VEHICLE 0314	19.053 10		5/13/2004 089-MOVE A-05-03	
89.	675	3917000 WOVE VEHICLE 0314 3917000TRANSPORTATION EQPT	19,033 10		3.14200- 000 NOVE A-00-00	
89.	8000 *	3917000 TRANSPORTATION EQPT				
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89 '	660 '	3917000 55959*11320*ALL AMER	18,179.00		089-AP IIVU-06-64	
89 '	675 *	3917000 TRANSPORTATION EQPT				
89 .	8000 .	3917000 TRANSPORTATION EQPT				
89.	660 -	3917000 TRANSPORTATION EOPT				

89		3917000 MOVE VEHICLE 0448	17,583 67		7/19/2004 089-MOVE A-07-07 7/30/2004 089-MOVE A-07-08	
89 89	660	3917000 MOVE INV #WO48385 3917000 MOVE INV #WO48421	1,128 90 1,182 15		7/30/2004 089-MOVE A-07-08	
89	675	3917000 "TRANSPORTATION EQPT-	1,102.70		770072007 030 110 72 77 07 00	
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89		3917000 MOVE VEHICLE 0218	13,356 21		8/4/2004 089-MOVE A-08-04	
89		3917000 MOVE VEHICLE 0220 3917000 MOVE VEHICLE 0221		13,356 21 13,356.21	8/4/2004 089-MOVE A-08-04	
89 89		3917000 MOVE VEHICLE 0221 3917000 MOVE VEHICLE 0454		19,361.15	8/4/2004 089-MOVE.A-08-04 8/9/2004 089-MOVE A-08-05	
89		3917000 MOVE VEHICLE 0033	20,427 35	15,301,13	8/9/2004 089-MOVE A-08-05	
89	. 660	3917000 MOVE VEHICLE 0455	19,053.10		8/9/2004 089-MOVE A-08-05	
89		3917000 CORRECT 0455	333 05		9/2/2004 089-MOVE, A-08-06	
89	675	3917000 TRANSPORTATION EQPT				
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LAW OFFICES

DO-

#### ROSE, SUNDSTROM & BENTLEY, LLP

P. O. BOX 1557 TALLAHASSEE, FLORIDA 32302-1567

(860) 877-6559

PLEASE REFER TO INVOICE NUMBER WHEN REMITTING

F.E.J. # 59-2783536

UTILITIES, INC C/O MS. SUE AYLIN 2335 SANDERS RD NORTHBROOK, IL 60062 (18662)

INVOICE # 28647 PAY 14, 2004 FILE # 30057-0075

PAGE

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	089-0667-3021002	
MATTER	TERRITORY EXT. TO SERVE MISSION PARK	
04/23/04	TERRITORY EXTENSION; PREPARE APPLICATION; TELEPHONE CONFERENCE WITH	
04/26/04	D. ORR RE: SAME.  PREPARE APPLICATION TO AMEND  CERTIFICATE; TELEPHONE CONFERENCE WITH  D. ORR RE: NUMBER OF WATER AND  WASTEWATER CONNECTIONS, LICENSED	
	OPERATORS DETAILS; COMMUNICATIONS WITH PSC RE: FOUR MILE LIST; TELEPHONE	
04/26/04	COMMUNICATIONS WITH R. REDEMANN RE: 0.00 SAME.	
04/27/04	FINALIZE AMENDMENT APPLICATION; DRAFT 0.70 LETTER TO ATTORNEY FOR MISSION PARK DEVELOPER.	
04/27/04	PREPARE APPLICATION TO AMEND 2.50 CERTIFICATE; TELEPHONE CONFERENCE WITH D. ORR RE: SAME.	
04/30/04	TELEPHONE CONFERENCE WITH S. ROMANO RE: 0.10 CUSTOMERS TO BE NOTIFIED OF TERRITORY EXTENSION.	
	W / 6.60	1,584.00
	TELECOPIER FILING FEE  2.0 1,000.0	_
	TOTAL COSTS ADVANCED	1,002.00

PLEASE REFER TO INVOICE # WHEN REMITTING

79/30.9 8643 864 748

UTILITIES, INC.

MAY-17-2004 03:12

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P.06

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TOTAL STATEMENT

LAW OFFICES

#### ROSE, SUNDSTROM & BENTLEY, LLP

P. O. BOX 1567

TALLAHASSEE, FLORIDA 32302-1567

(850) 877-6555

PLEASE REFER TO INVOICE NUMBER

WHEN REMITTING

F.E.I. # 59-2783536

UTILITIES, INC C/O MS. SUE AYLIN 2335 SANDERS RD NORTHBROOK, IL 60062

INVOICE # 28647 MAY 14, 2004

PAGE

FILE # 30057-0075

\$2,586.00

			- 
MATTER	TERRITORY EXT. TO SERVE MISSION PARK		
04/23/04	COMMUNICATIONS RE: MISSION PARK TERRITORY EXTENSION; PREPARE APPLICATION; TELEPHONE CONFERENCE WITH D. ORR RE: SAME.	0.30	
04/26/04		3.00	
04/26/04		0.00	
04/27/04	FINALIZE AMENDMENT APPLICATION; DRAFT LETTER TO ATTORNEY FOR MISSION PARK DEVELOPER.	0.70	
04/27/04	PREPARE APPLICATION TO AMEND CERTIFICATE; TELEPHONE CONFERENCE WITH D. ORR RE: SAME.	2.50	
04/30/04	TELEPHONE CONFERENCE WITH S. ROMANO RE: CUSTOMERS TO BE NOTIFIED OF TERRITORY EXTENSION.	0.10	
		6.60	
			1,584.00
	TELECOPIER FILING FEE	2.00 1,000.00	
	TOTAL COSTS ADVANCED		1,002.00

TOTAL STATEMENT

CO	SUB	W/O	Description	DR	CR	CP Ledger	Status
89	675		CAP TIME-2004	129		l areger	Attached
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89		115.04.02		20,280	20.200		
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Sub Subdivision Name Type Prj Project Description Account Number Initials Hours Amount Rate 675 Lake Groves Utilities, Inc. Water 115 Water Project 89.675.115.04.02 PCF 2 129.00 64.5

IDC 7/15/2004 3:44 PM 12/30/2004

INTEREST INTEREST SUB DATE 12/30/2003 CALCULATED SUBDIVISION DESCRIPTION FOR 2004

 
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 Lake Groves Fence extension 0.00 0.00 0.00 0.00 0.00 0.00 20,151.00 20,151.00 20,151.00 20,151.00 20,151.00 20,151.00 0.00 0.00

CP LEDGER

IDC INTEREST RATES:
• LUT LAKE COUNTY

9.03% SUBS: 627-628, 631-634, 636,660-667, 675

(1) CP

57734

JUL 1 4 2004

FROM: FRITZ FENCE

PHONE NO.: 352 357 5035 3575034 Jun. 29 2004 10:01AM P1

BOX 350494
GRAND ISLAND, FL 32735

PHONE NO.: 352-357-5035

7

DAVE FRITZ FENCE, INC.



STATEMENT\_

Atilities Inc of Hereda 200 Weather field an Allamonte Springs, FL

[67] 116U407

1750 ft 6 ft 9 Dangs Chan-2 t. free - 24 Danen 3uts 3-12' D. 3uts 1- ml. 3uts

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Thank You

CO	SUB	W/O	Description	DR	CR	CP Ledger	Status
89	636	115.02.01	CAP TIME-2002	112			Attached
89	636	115,02,01	CAP TIME-2003	1,151.75		<b></b>	Attached
89	636	115.02.01	CAP TIME-2004	1,954,50			Attached
89	636		CLOSE W/O		3,218.25		
89	636	115.02.01			<u> </u>		
89	636	115.02.01	IDC 2003	6,334.00			Attached
89	636	115.02.01	IDC 2004	18,948.00			Attached
89	636	115.02.01	CLOSE W/O		25,282.00		
89	636	115.02.01					
89	636	115.02.01					
89	636	115.02.01	LABOR/INSTALLATION/T	ANK			
89	636	115.02.01	18062*14877*DIVERSIF	1,495.26		2003	Attached
89	636	115.02.01	23580*13307*SHAFER D	8,250.00		2003	Attached
89	636	115.02.01	24182*14877*DIVERSIF	22,965.24		2003	Attached
89	636		26917*14877*DIVERSIF	53,950.25		2003	Attached
89	636	115.02.01	29991*14877*DIVERSIF	20,545.25		2003	Attached
89	636		30571*13307*SHAFER D	2,600.00		2003	Attached
89	636		35715*14877*DIVERSIF	5,000.00		2003	Attached
89	636	115.02.01	35715*14877*DIVERSIF	13,750.00		2003	Attached
89	636		36900*14877*DIVERSIF	5,850.00		2003	Attached
89	636	115.02.01					
89	636		LABOR/INSTALLATION/T	ANK			
89	636		53769*13307*SHAFER D	32,905.00		2004	Attached
89	636		53772*14877*DIVERSIF	46,983.85		2004	Attached
89	636		62251*16197*ODYSSEY	4,500.00		2004	Attached
89	636		63207*08189*THOMPSON	19,087.00		2004	Attached
89	636		66618*08189*THOMPSON	20,475.40		2004	Attached
89	636		71752*18247*BYRD AUT	7,454.10		2004	Attached
89	636		CLOSE W/O		265,811.35		
89	636	115.02.01					
89	636	115.02.01					
89	636	115.02.01					
89	636	115.02.01					
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89	636	115.02.01					
89	636	115.02.01		294,311.60	294,311.60		

Sub	Subdivision Name	Type	Prj	Project Description	Account Number	Initials	Hours	Amount	Rate
636	The Vistas	Water	115	Water Project	636-116.03.02	BKG	4	112	28

Sub	Subdivision Name	Type	Prj	Project Description	Account Number	Initials	Hours	Amount	Rate
636	The Vistas	Wateı	115	Water Project	89.636.115.02.01	BKG PCF	35 3_	980.00 171.75	28 57.25
								1.151.75	

Sub	Subdivision Name	Type	Prj	Project Description	Account Number	Initials	Hours	Amount	Rate
636	The Vistas	Water	115	Water Project	89.636.115.02.01	BKG	50	1425	28.5
						DLO	2	57	28.5
						NQC	3	85.5	28.5
						PCF	6	387	64.5
								1954.5	

EC 5/31/2004 2.05 PM

12/30/2003

	INTEREST INTEREST		SUB		DATE	12/31/2002														
	CALCULATED CALCULATED	CO	DIV	ACCOUNT	PUT INTO	END	ADDITIONS :	ADDITIONS	ADDITIONS A	ADDITIONS A	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS		CP LEDGER
SUBDIVISION DESCRIPTION	FOR 2003 FOR DEC 2003	NO	NO	NO.	SERVICE	BALANCE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	CCT	NOV	DEC	TOTALS	BALANCE
Vistas Construction of well #3.	6,334.00 6,334.00	089	0636	115-02-01 1	12/31/2003	112.00	0.00	0.00	1.495.26	0.00	0.00	31,215.24	53,950.25	23,145.25	0.00	18,750.00	5.850.00	0.00	134,518.00	134,518.00
							1.00	1.00	13.00	14.00	14.00	275.00	728.00	927.00	935.00	1,100.00	1,158.00	1.168.00		
							113.00	114.00	1,622.26	1,636.26	1.650.26	33,140.50	87,818.75	111,891.00	112,826.00	132,676.00	139,684.00	140,852.00		

IDC INTEREST RATES: LUI: LAKE COUNTY

LUI: LAKE COUNTY 10.03% SUBS: 627-628, 631-634, 636,660-667, 675

DC 8/31/2004 2 08 PM

12/30/2004

IDC INTEREST RATES:

LUI: LAKE COUN 9.03% SUBS: 627-628, 631-634, 636,660-667, 675

#18062

#### CONTRACTOR'S APPLICATION FOR PAYMENT

DATE:

February 28, 2003

APPLICATION TO:

UTILITIES, INC.

ATTN: BRYAN, GONGRE 200 WEATHERSFIELD AVE.

ALTAMONTE SPRINGS, FL 32714

PROJECT MGR. -ROBERT ERN, JR. P.E.

CONTRACTOR:

DIVERSIFIED DRILLING CORPORATION

P.O. BOX 290699 TAMPA, FL 33687-0699

813/988-1132

PROJECT:

VISTAS WTP, WELL #3

PROJECT NO.:

PAY REQUEST NO. 1

PERIOD FROM FEBRUARY 1, 2003 TO FEBRUARY 28, 2003

ORIGINAL CONTRACT AMOUNT

98,721.00

CHANGE ORDERS

0.00

CURRENT CONTRACT AMOUNT

98,721.00

WORK COMPLETED TO DATE

\$1,495,26

LESS PREVIOUS PAYMENTS

\$0.00

AMOUNT DUE THIS PAYMENT

\$1,495.26

The undersigned CONTRACTOR hereby swears under penalty of perjury that all previous progress payments received from the OWNER on account of work performed under the referenced Contract have been applied by the CONTRACTOR to discharge in full all obligations incurred by CONTRACTOR in connection with work covered by previous applications; and that the current application will be used to settle any and all materials, equipment, and labor charges related to this Contract.

DATED:

DIVERSIFIED DRILLING CORPORATION

February 28, 2003

DIVERSIFIED DRILLING CORP. PO BOX 290699 TAMPA, FL 33687

#### VISTAS WTP, WELL #3 PAY REQUEST NO. 1

PERIOD FROM FEBRUARY 1, 2003 TO FEBRUARY 28, 2003

7057

		CONTRACT UNITS				COMPLETED QUAN	TITIES	AMOUN	IT DUE	]% OF
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID TOTAL	PREV CURRENT	TOTAL	CURRENT	TOTAL	COMPL.
1	MOBILIZATION & PERMITTING	LS	1	24,921.00	\$24,921.00	0.06	0.06	1,495.26	\$1,495.26	6%
	INSTALLATION OF MINIMUM 20" <u>DRIVEN</u> SURFACE CASING	LF	200	120.00	\$24,000.00		0	0.00	\$0.00	0%
_ 3	DRILLING OF 16' NOMINAL BORE HOLE	LF	50	100.00	\$5,000.00		0	0.00	\$0.00	0%
4		LF	250	85.00	\$21,250.00		0	0.00	\$0.00	0%
5	GROUT 12" CASING IN PLACE (TO SURFACE)	CY	12	175.00	\$2,100.00		0	0.00	\$0.00	
6	SAND OR GRAVEL	CY	UNK	75.00	\$0.00		0	0.00	\$0.00	0%
7	DRILL NORMINAL 12" OPEN BORE HOLE	LF	300	35.00	\$10,500.00		0	0.00	\$0.00	0%:
8	CONSTRUCT WELL PAD	LS	1	500.00	\$500.00		0	0.00	\$0.00	0%
9	INSTALLATION OF TEST PUMP	LS	1	3,000.00	\$3,000.00		0	0.00	\$0.0 <b>0</b>	0%
10	WELL DEVELOPMENT	HRS	8	150.00	\$1,200.00		0	0.00	\$0.00	0%
11	PUMPING TEST (STEP DRAWDOWN)	LS	1	2,000.00	\$2,000.00		0	0.00	\$0.00	
12	WELL DISINFECTION	LS	1	250.00	\$250.00		0	0.00	\$0.00	0%
13	WATER QUALITY SAMPLING	LS	1	3,000.00	\$3,000.00		0	0.00	\$0.00	0%
14	PAYMENT & PERFORMANCE BOND (120%)	LS	1	1,000.00	\$1,000.00		0	0.00	\$0.00	0%
	TOTAL WELL #3				\$98,721.00			\$1,495.26	\$1,495.26	2%





## SHAFER DEVELOPMENT CORP.

## Invoice

P.O. BOX 1135 TAVARES, FL. 32778 (352)241-4888 FAX (352)241-6363MAY 2.8 7003

(1320-1

DATE INVOICE #

5/28/2003 | 52003-5

BILL TO

LAKE UTILITY SERVICES, INC. VISTAS WATER PLANT STABILIZED ROADWAY 200 WEATHERSFIELD AVE. ALTAMONTE SPRINGS, FL. 32714

		P.O. NO.	TERMS	PROJECT
		PER JAMES	Due on receipt	
UANTITY	DESCRIPTION	<u></u>	RATE	AMOUNT
	STABILIZED CLAY ROADWAY TO NEW WELL SI	ГЕ		
	MOBILIZATION SY OF CLAY STABILIZED ROADWAY		. 2.	50.00 250.00 2.00 8,000.00 0.00 0.00
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	(1) + 089-0326	-48-02-0	1-10612	
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			E. C.	663103

All work is complete!

Total

BUS \$8,250.00

A CF

CONTRACTOR'S APPLICATION FOR PAYMENT DATE: May 27, 2003 UTILITIES, INC. APPLICATION TO: F-635 wELL \$3 ATTN: BRYAN GONGRE 200 WEATHERSFIELD AVE. ALTAMONTE SPRINGS, FL 32714 .. (1) PROJECT MGR. -ROBERT ERN, JR, P.E. DIVERSIFIED DRILLING CORPORATION CONTRACTOR: P.O. BOX 290699 TAMPA, FL 33687-0699 813/988-1132 VISTAS WTP, WELL #3 PROJECT: PROJECT NO .: PERIOD FROM March 1, 2003 to May 23, 2003 PAY REQUEST NO. 2 98.721.00 ORIGINAL CONTRACT AMOUNT CHANGE ORDERS CURRENT CONTRACT AMOUNT 98,721.00 \$24,460.50 WORK COMPLETED TO DATE \$1,495.26 LESS PREVIOUS PAYMENTS \$22,965.24 AMOUNT DUE THIS PAYMENT

The undersigned CONTRACTOR hereby swears under penalty of perjury that all previous progress payments received from the OWNER on account of work performed under the referenced Contract have been applied by the CONTRACTOR to discharge in full all obligations incurred by CONTRACTOR in connection with work covered by previous applications; and that the current application will be used to settle any and all materials, equipment, and labor charges related to this Contract.

DATED:

**DIVERSIFIED DRILLING CORPORATION** 

May 27, 2003

( Jany Tunous

0/2 Al-6-4-03 PO BOX 290699
TAMPA, FL 33687

### VISTAS WTP, WELL #3 PAY REQUEST NO. 2

PERIOD FROM March 1, 2003 to May 23, 2003

7057

	1	7057									
		CONTRACT UNITS COMPLETED QUANTITIES AMOUNT DUE					% OF				
	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID TOTAL	PREV	CURRENT	TOTAL	CURRENT	TOTAL	COMPL.
	MOBILIZATION & PERMITTING	LS	1	24,921.00	\$24,921.00	0.06	0.44	0.5	10,965.24	\$12,460.50	
2	INSTALLATION OF MINIMUM 20" <u>DRIVEN</u> SURFACE CASING	LF	200	120.00	\$24,000.00		100	100	12,000.00	\$12,000.00	
3		LF	50	100.00	\$5,000.00			0	0.00	\$0.00	
4	INSTALLATION OF 12" PRIMARY WELL CASING	LF	250		\$21,250.00			0	0.00	\$0.00	
	GROUT 12" CASING IN PLACE (TO SURFACE)	CY	12	175.00	\$2,100.00			0	0.00	\$0.00	
6	SAND OR GRAVEL	CY (	JNK	75.00	\$0.00			0	0.00	\$0.00	
7	DRILL NORMINAL 12" OPEN BORE HOLE	LF	300	35.00	\$10,500.00			0	0.00	\$0.00	
	CONSTRUCT WELL PAD	LS	1	500.00	\$500.00			0	0.00	\$0.00	
9	INSTALLATION OF TEST PUMP	LS	1	3,000.00	\$3,000.00			0	0.00	\$0.00	
	WELL DEVELOPMENT	HRS	8	150.00	\$1,200.00			0	0.00	\$0.00	
	PUMPING TEST (STEP DRAWDOWN)	LS	1	2,000.00	\$2,000.00			0	0.00	\$0.00	
12	WELL DISINFECTION	LS	1	250.00	\$250.00			0	0.00	\$0.00	
13	WATER QUALITY SAMPLING	LS	1	3,000.00	\$3,000.00			0	0.00	\$0.00	
14	PAYMENT & PERFORMANCE BOND (120%)	LS	1	1,000.00	\$1,000.00			0	0.00	\$0.00	
	TOTAL WELL #3				\$98,721.00					\$24,460.50	



#### CONTRACTOR'S APPLICATION FOR PAYMENT

DATE:

June 25, 2003

APPLICATION TO:

UTILITIES, INC.

ATTN: BRYAN GONGRE 200 WEATHERSFIELD AVE. ALTAMONTE SPRINGS, FL 32714

( \ 14877)

PROJECT MGR. 1 4 11 2 4 4 11

CONTRACTOR:

DIVERSIFIED DRILLING CORPORATION

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P.O. BOX 290699 TAMPA, FL 33687-0699

813/988-1132

PROJECT:

VISTAS WTP, WELL #3

PROJECT NO .:

PAY REQUEST NO. 3

PERIOD FROM MAY 24, 2003 TO JUNE 25, 2003

ORIGINAL CONTRACT AMOUNT

98,721.00

**CHANGE ORDERS** 

0.00

**CURRENT CONTRACT AMOUNT** 

98,721.00

WORK COMPLETED TO DATE

\$78,410.75

LESS PREVIOUS PAYMENTS

\$24,460.50

AMOUNT DUE THIS PAYMENT

53.950.25 PVC-71

The undersigned CONTRACTOR hereby swears under penalty of perjury that all previous progress payments received from the OWNER on account of work performed under the referenced Contract have been applied by the CONTRACTOR to discharge in full all obligations incurred by CONTRACTOR in connection with work covered by previous applications; and that the current application will be used to settle any and all materials, equipment, and labor charges related to this Contract.

DATED:

**DIVERSIFIED DRILLING CORPORATION** 

June 25, 2003

BY: Janus Al Dean

DIVERSIFIED DRILLING CORP. PO BOX 290699 TAMPA, FL 33687

#### VISTAS WTP, WELL #3 PAY REQUEST NO. 3

PERIOD FROM MAY 24, 2003 TO JUNE 25, 2003

7057

		CONTRACT UNITS		COMPLETED QUANTITIES		TITIES	AMOUNT DUE		% OF		
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID TOTAL	PREV	CURRENT	TOTAL	CURRENT	TOTAL	COMPL.
1	MOBILIZATION & PERMITTING	LS	1	24,921.00	\$24,921.00	0.5	0.25	0.75	6,230.25	\$18,690.75	75%
2	INSTALLATION OF MINIMUM 20" <u>DRIVEN</u> SURFACE CASING	LF	200	120.00	\$24,000.00	100	70	170	8,400.00	\$20,400.00	85%
3		LF	50	100.00	\$5,000.00		116	116	11,600.00	\$11,600.00	232%
4	INSTALLATION OF 12" PRIMARY WELL CASING	LF	250	85.00	\$21,250.00		281	281	23,885.00	\$23,885.00	112%
5	GROUT 12" CASING IN PLACE (TO SURFACE)	CY	12	175.00	\$2,100.00		20.2	20.2	3,535.00	\$3,535.00	168%
6	SAND OR GRAVEL	CY	UNK	75.00	\$0.00		4	4	300.00	\$300.00	#DIV/0!
7	DRILL NORMINAL 12" OPEN BORE HOLE	LF	300	35.00	\$10,500.00			0	0.00	\$0.00	0%
- 8	CONSTRUCT WELL PAD	LS	1	500.00	\$500.00			0	0.00	\$0.00	0%
9	INSTALLATION OF TEST PUMP	LS	1	3,000.00	\$3,000.00			0	0.00	\$0.00	0%
_10_	WELL DEVELOPMENT	HRS	8	150.00	\$1,200.00			0	0.00	\$0.00	0%
_11	PUMPING TEST (STEP DRAWDOWN)	LS	1	2,000.00	\$2,000.00			0	0.00	\$0.00	
_12	WELL DISINFECTION	LS	1	250.00	\$250.00			0	0.00	\$0.00	
13	WATER QUALITY SAMPLING	LS	1	3,000.00	\$3,000.00			0	0.00	\$0.00	
14	PAYMENT & PERFORMANCE BOND (120%)	LS	1	1,000.00	\$1,000.00			0	0.00	\$0.00	0%
	TOTAL WELL #3				\$98,721.00				\$53,950.25	\$78,410.75	79%

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#### CONTRACTOR'S APPLICATION FOR PAYMENT

$\Box$	Δ	Т	F	

July 25, 2003

APPLICATION TO:

UTILITIES, INC.

ATTN: BRYAN GONGRE 200 WEATHERSFIELD AVE.

ALTAMONTE SPRINGS, FL 32714

AU6 1 82003 \_ Ba ju

# 63/ Aure

today. 8/12

PROJECT MGR. -ROBERT ERN, JR, P.E.

CONTRACTOR:

**DIVERSIFIED DRILLING CORPORATION** 

P.O. BOX 290699

TAMPA, FL 33687-0699

813/988-1132

PROJECT:

VISTAS WTP, WELL #3

PROJECT NO.:

PAY REQUEST NO. 4

PERIOD FROM June 26, 2003 to July 25, 2003

ORIGINAL CONTRACT AMOUNT

105,221.00

CHANGE ORDERS

CO1

6,500.00

**CURRENT CONTRACT AMOUNT** 

111,721.00

WORK COMPLETED TO DATE

\$98,956.00

LESS PREVIOUS PAYMENTS

\$78,410.75

AMOUNT DUE THIS PAYMENT

\$20 545 25

BKC 3/12/03

The undersigned CONTRACTOR hereby swears under penalty of perjury that all previous progress payments received from the OWNER on account of work performed under the referenced Contract have been applied by the CONTRACTOR to discharge in full all obligations incurred by CONTRACTOR in connection with work covered by previous applications; and that the current application will be used to settle any and all materials, equipment, and labor charges related to this Contract.

DATED:

**DIVERSIFIED DRILLING CORPORATION** 

July 25, 2003

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JUL 3 1 2003

DIVERSIFIED DRILLING CORP. PO BOX 290699 TAMPA, FL 33687

#### VISTAS WTP, WELL #3 PAY REQUEST NO. 4

PERIOD FROM June 26, 2003 to July 25, 2003

7057

<u> </u>		CONTRACT UNITS			COMPL	COMPLETED QUANTITIES			AMOUNT DUE		
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID TOTAL	PREV	CURRENT	TOTAL	CURRENT	TOTAL	COMPL.
1	MOBILIZATION & PERMITTING	LS	1	24,921.00	\$24,921.00	0.75	0.25	1	6,230.25	\$24,921.00	100%
	INSTALLATION OF MINIMUM 20" <u>DRIVEN</u> SURFACE CASING	LF	200	120.00	\$24,000.00	170		170	0.00	\$20,400.00	
3	DRILLING OF 16" NOMINAL BORE HOLE	LF	50	100.00	\$5,000.00	116		116	0.00	\$11,600.00	
4	INSTALLATION OF 12" PRIMARY WELL CASING	LF	250	85.00	\$21,250.00	281		281	0.00	\$23,885.00	
5	GROUT 12" CASING IN PLACE (TO SURFACE)	CY	12	175.00	\$2,100.00	20.2		20.2	0.00	\$3,535.00	
6	SAND OR GRAVEL	+	UNK	75.00	\$0.00	4		4	0.00	\$300.00	#DIV/0!- //
7	DRILL NORMINAL 12" OPEN BORE HOLE	LF	<b>400</b>	35.00	\$14,000.00		319	319	11,165.00	\$11,165.00	80%
8	CONSTRUCT WELL PAD	LS	1	500.00	\$500.00			0	0.00	\$0.00	0%
9	INSTALLATION OF TEST PUMP	LS /	2	3,000.00	\$6,000.00		1	1	3,000.00	\$3,000.00	
10	WELL DEVELOPMENT	HRS/	8	150.00	\$1,200.00		1	1	150.00	\$150.00	
	PUMPING TEST (STEP DRAWDOWN)	LS/	1	2,000.00	\$2,000.00			0	0.00	\$0.00	
12	WELL DISINFECTION	L\$	1	250.00	\$250.00		<del></del>	0	0.00	\$0.00	
13	WATER QUALITY SAMPLING	ĻŚ	1	3,000.00	\$3,000.00			0	0.00	\$0.00	
14	(120%)	LS	1	1,000.00	\$1,000.00			0	0.00	\$0.00	
	TOTAL WELL #3				\$105,221.00				\$20,545.25	\$98,956.00	

SILVOS QTY INCREASED FROM 300 LF TO UDIF TO REFLECT THE LACK OF SUFFRENT SUFFICIENT WHTEN-BEARING STRATH AT THE ORIGINAL DESIGN DEPTH



ENTERED

AUG 2 7 2003

# SHAFER DEVELOPMENT CORP.

P.O. BOX 1135 TAVARES, FL. 32778 (352)241-4888 FAX (352)241-6363



DATE INVOICE # 8/13/2003 : 82003-4

Invoice

**AUG** 1 = 2003

BILL TO

LAKE UTILITY SERVICES, INC. VISTAS NEW WELL SITE

200 WEATHERSFIELD AVE.

ALTAMONTE SPRINGS, FL. 32714

P.O. NO.	TERMS	j	PROJECT
PER BRIAN	Due on receipt	i	

			y
QUANTITY	DESCRIPTION	RATE	AMOUNT
-	ADDITIONAL CLAY ROAD FOR WELL SITE		
1,000	GRADING, SPREAD AND COMPACT SY CLAY ROADWAY	600.00 2.00 0.00	600.00 2.000.00 0.00
		: : : د د د د د د د د د د د د د د د د د	
-	(WU # 087-000 0-115-02-11-100	12	

All work is complete!

**Total** 

\$2,600.00

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ENTERED OCT 2 9 Zales

## CONTRACTOR'S APPLICATION FOR PAYMENT

DATE:

August 25, 2003

.PPLICATION TO:

UTILITIES, INC.

ATTN: BRYAN GONGRE 200 WEATHERSFIELD AVE.

ALTAMONTE SPRINGS, FL 32714

1-00-42-20-00-20-20-

PROJECT MGR. -ROBERT ERN. JR. P.E.

CONTRACTOR:

DIVERSIFIED DRILLING CORPORATION

P.O. BOX 290699

TAMPA, FL 33687-0699

813/988-1132

PROJECT:

VISTAS WTP, WELL

PROJECT NO.:

PAY REQUEST NO. 5

PERIOD FROM July 26, 2003 to Aug 25, 2003

ORIGINAL CONTRACT AMOUNT

CHANGE ORDERS

CO1

6.500.00

CURRENT CONTRACT AMOUNT

111,721.00

**JORK COMPLETED TO DATE** 

\$112,706.00

LESS PREVIOUS PAYMENTS

AMOUNT DUE THIS PAYMENT

\$98,956.00

\$13,750.00

The undersigned CONTRACTOR hereby swears under penalty of perjury that all previous progress payments received from the OWNER on account of work performed under the referenced Contract have been applied by the CONTRACTOR to discharge in full all obligations incurred by CONTRACTOR in connection with work covered by previous applications; and that the current application will be used to settle any and all materials, equipment, and labor charges related to this Contract.

DATED:

DIVERSIFIED DRILLING CORPORATION

August 25, 2003

0/< 4/2 10-3.03

DIVERSIFÆD J KILLING CORP. PO BOX 290699 TAMPA, FL 33687

### VISTAS WTP, WELL #3 PAY REQUEST NO. 5

PERIOD FROM July 26, 2003 to Aug 25, 2003

A = 7

		CONTRACT UNITS		COMPL	COMPLETED QUANTITIES			AMOUNT DUE			
ITEM	DESCRIPTION	TINU	QTY	UNIT PRICE	BID TOTAL	PREV	CURRENT	TOTAL	CURRENT	TOTAL	COMPL.
1	MOBILIZATION & PERMITTING	LS	1	24,921.00	\$24,921.00	1		1	0.00	\$24,921.00	100%
	INSTALLATION OF MINIMUM 20" <u>DRIVEN</u> SURFACE CASING	LF	200	120,00	\$24,000.00	170		170	0.00	\$20,400.00	85%
	DRILLING OF 16" NOMINAL BORE HOLE	LF	50	100.00	\$5,000.00	116		116	0.00	\$11,600.00	232%
	INSTALLATION OF 12" PRIMARY WELL CASING	LF	250	85.00	\$21,250.00	281		281	0.00	\$23,885.00	1 <b>12</b> %
5	GROUT 12" CASING IN PLACE (TO SURFACE)	CY	12	175.00	\$2,100.00	20.2		20.2	0.00	\$3,535.00	
6	SAND OR GRAVEL	CY	UNK	75.00	\$0.00	4		4	0.00	\$300.00	
7	DRILL NORMINAL 12" OPEN BORE HOLE	LF	400	35.00	\$14,000.00	319	180	499	6,300.00	\$17,485.00	
8	CONSTRUCT WELL PAD	LS	1	500.00	\$500.00			0	0.00	\$0.00	
9	INSTALLATION OF TEST PUMP	LS	2	3,000.00	\$6,000,00	1	1	2	3,000.00	\$6,000.00	100%
10	WELL DEVELOPMENT	HRS	8	150.00	\$1,200.00	1	23	24	3,450.00	\$3,600.00	
11	PUMPING TEST (STEP DRAWDOWN)	LS	1	2,000.00	\$2,000.00			0	0.00	\$0.00	
12	WELL DISINFECTION	LS	1	250.00	\$250.00			0	00.0	\$0.00	
13	WATER QUALITY SAMPLING	LS	1	3,000.00	\$3,000.00			0	0.00	\$0.00	
14	(120%) FAT/AZEF BOND	LS	1	1,000.00	\$1,000.00		1	1	1,000.00	\$1,000.00	
	TOTAL WELL #3				\$105,221.00				\$13,750.00	\$112,706.00	107%

CON. MCTOR'S APPLICATION FOR PAYMENT

DATE:

September 25, 2003

APPLICATION TO:

UTILITIES, INC.

ATTN: BRYAN GONGRE 200 WEATHERSFIELD AVE. ALTAMONTE SPRINGS, FL 32714

PROJECT MGR. -ROBERT ERN, JR, P.E.

CONTRACTOR:

**DIVERSIFIED DRILLING CORPORATION** 

8801 MAISLIN DRIVE TAMPA, FL 33637 813/988-1132 RECEIVED OCT 0 8 2003

Please remit payment to: Diversified Drilling Corp.

Dept. FL15908 PO Box 31059

Tampa, FL 33631-3059

PROJECT:

VISTAS WTP, WELL #3

PROJECT NO.:

PAY REQUEST NO. 6

PERIOD FROM AUG 26, 2003 TO SEPT 25, 2003

ORIGINAL CONTRACT AMOUNT

105,221.00

CHANGE ORDERS

CO1

6,500.00

**CURRENT CONTRACT AMOUNT** 

111,721.00

WORK COMPLETED TO DATE

\$117,706.00

LESS PREVIOUS PAYMENTS

AMOUNT DUE THIS PAYMENT

\$112,706.00

\$5,000.00

The undersigned CONTRACTOR hereby swears under penalty of perjury that all previous progress payments received from the OWNER on account of work performed under the referenced Contract have been applied by the CONTRACTOR to discharge in full all obligations incurred by CONTRACTOR in connection with work covered by previous applications; and that the current application will be used to settle any and all materials, equipment, and labor charges related to this Contract.

DATED:

**DIVERSIFIED DRILLING CORPORATION** 

September 25, 2003

DV. .

OK 210-3 03

DIVERSIFIED DRILLING CORP. PO BOX 290699 TAMPA, FL 33687

### VISTAS WTP, WELL #3 PAY REQUEST NO. 6

PERIOD FROM AUG 26, 2003 TO SEPT 25, 2003

7057

		CONTRACT UNITS		COMPL	ETED QUANTITIES	AMOU	% OF			
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID TOTAL	PREV	CURRENT TOTAL	CURRENT	TOTAL	COMPL.
1	MOBILIZATION & PERMITTING	LS	1	24,921.00	\$24,921.00	1	1	0.00	\$24,921.00	100%
2	INSTALLATION OF MINIMUM 20" <u>DRIVEN</u> SURFACE CASING	LF	200	120.00	\$24,000.00	170	170	0.00	\$20,400.00	85%
3	DRILLING OF 16" NOMINAL BORE HOLE	LF	50	100.00	\$5,000.00	116	116	0.00	\$11,600.00	232%
4	INSTALLATION OF 12" PRIMARY WELL CASING	LF	250	85.00	\$21,250.00	281	281	0.00	\$23,885.00	112%
5	GROUT 12" CASING IN PLACE (TO SURFACE)	CY	12	175.00	\$2,100.00	20.2	20.2	0.00	\$3,535.00	168%
6	SAND OR GRAVEL	CY	UNK	75.00	\$0.00	4	. 4	0.00	\$300.00	#DIV/0!
7	DRILL NORMINAL 12" OPEN BORE HOLE	LF	400	35.00	\$14,000.00	499	499	0.00	\$17,465.00	125%
8	CONSTRUCT WELL PAD	LS	1	500.00	\$500.00		0	0.00	\$0.00	
9	INSTALLATION OF TEST PUMP	LS	2	3,000.00	\$6,000.00	2	2	0.00	\$6,000.00	
10	WELL DEVELOPMENT	HRS	8	150.00	\$1,200.00	24	24	0.00	\$3,600.00	300%
11	PUMPING TEST (STEP DRAWDOWN)	LS	1	2,000.00	\$2,000.00		1 1	2,000.00	\$2,000.00	100%
12	WELL DISINFECTION	LS	1	250.00	\$250.00		0	0.00	\$0.00	
13	WATER QUALITY SAMPLING	LS	1	3,000.00	\$3,000.00		1 1	3,000.00	\$3,000.00	
14	PAYMENT & PERFORMANCE BOND (120%)	LS	1	1,000.00	\$1,000.00	1	1	0.00	\$1,000.00	100%
	TOTAL WELL #3				\$105,221.00			\$5,000.00	\$117,706.00	112%



#### CONTRACTOR'S APPLICATION FOR PAYMENT

DATE:

October 23, 2003

**APPLICATION TO:** 

UTILITIES, INC.

ATTN: BRYAN GONGRE 200 WEATHERSFIELD AVE.

ALTAMONTE SPRINGS, FL 32714

PROJECT MGR. -ROBERT ERN, JR, P.E.

CONTRACTOR:

**DIVERSIFIED DRILLING CORPORATION** 

8801 MAISLIN DRIVE TAMPA, FL 33637

813/988-1132

(10 for 100 h = 02 -01-10612

Please remit payment to: Diversified Drilling Corp.

Dept. FL15908 PO Box 31059

Tampa, FL 33631-3059

PROJECT: VISTAS WTP, WELL #3

PROJECT NO.:

7057

PAY REQUEST NO. 7

Period From Sept 26, 2003 to Oct 25, 2003

ORIGINAL CONTRACT AMOUNT

111,071.00

CHANGE ORDERS

CO1

6,500.00

CO<sub>2</sub>

5,850.00

**CURRENT CONTRACT AMOUNT** 

123,421.00

WORK COMPLETED TO DATE

\$123,556.00

LESS PREVIOUS PAYMENTS

\$117,706.00

AMOUNT DUE THIS PAYMENT

OF DED OD

5,850.00

1 3 1 Can

The undersigned CONTRACTOR hereby swears under penalty of perjury that all previous progress payments received from the OWNER on account of work performed under the referenced Contract have been applied by the CONTRACTOR to discharge in full all obligations incurred by CONTRACTOR in connection with work covered by previous applications; and that the current application will be used to settle any and all materials, equipment, and labor charges related to this Contract.

DATED:

October 23, 2003 DIVERSIFIED DRILLING CORPORATION

BY:

anston

DIVERSIFIED DRILLING CORP.

PO BOX 290699 TAMPA, FL 33687

VISTAS WTP, WELL #3 PAY REQUEST NO. 7

Period From Sept 26, 2003 to Oct 25, 2003

7057

			CC	NTRACT UNIT	S	COMP	LETED QUA	NTITIES	AMOL	INT DUE	% OF
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID TOTAL	PREV	CURRENT	TOTAL	CURRENT	TOTAL	COMPL.
1	MOBILIZATION & PERMITTING	LS	1	24,921.00	\$24,921.00	1		1	0.00	\$24,921.00	100%
	INSTALLATION OF MINIMUM 20" DRIVEN										
		LF	200	120.00	\$24,000.00	170		170	0.00	\$20,400.00	85%
3		LF	50	100.00	\$5,000.00	116		116	0.00	\$11,600.00	232%
	INSTALLATION OF 12" PRIMARY WELL										
4	CASING	LF	250	85.00	\$21,250.00	281		281	0.00	\$23,885.00	112%
	GROUT 12" CASING IN PLACE (TO										
5	SURFACE)	CY	12	175.00	\$2,100.00	20.2		20.2	0.00	\$3,535.00	168%
6	SAND OR GRAVEL	CY	UNK	75.00	\$0.00	4		4	0.00	\$300.00	#DIV/0!
7		LF	400	35.00	\$14,000.00	499		499	0.00	\$17,465.00	125%
8	CONSTRUCT WELL PAD	LS	1	500.00	\$500.00			0	0.00	\$0.00	0%
9	INSTALLATION OF TEST PUMP	LS	2	3,000.00	\$6,000.00	2		2	0.00	\$6,000.00	100%
10	WELL DEVELOPMENT	HRS	8	150.00	\$1,200.00	24		24	0.00	\$3,600.00	
11	PUMPING TEST (STEP DRAWDOWN)	LS	1	2,000.00	\$2,000.00	1		1	0.00	\$2,000.00	100%
12	WELL DISINFECTION	LS	1	250.00	\$250.00			0	0.00	\$0.00	
13	WATER QUALITY SAMPLING	LS	1	3,000.00	\$3,000.00	1		1	0.00	\$3,000.00	
14	PAYMENT & PERFORMANCE BOND (120%)	LS	1	1,000.00	\$1,000.00	1		1	0.00	\$1,000.00	100%
	Setting a test pump and retaking water										
_co2	samples	LS	1	5,850.00	\$5,850.00		1	1	5,850.00	\$5,850.00	
	TOTAL WELL #3				\$111,071.00				\$5,850.00	\$123,556.00	111%

#### CONTRACTOR'S APPLICATION FOR PAYMENT

DATE:

October 23, 2003

**APPLICATION TO:** 

UTILITIES, INC.

ATTN: BRYAN GONGRE 200 WEATHERSFIELD AVE.

ALTAMONTE SPRINGS, FL 32714

RECEIVED

VOV 24 7003

PROJECT MGR. -ROBERT ERN, JR, P.E.

CONTRACTOR:

DIVERSIFIED DRILLING CORPORATION 8801 MAISLIN DRIVE

TAMPA, FL 33637 813/988-1132

Please remit payment to: Diversified Drilling Corp.

Dept. FL15908 PO Box 31059

Tampa, FL 33631-3059

PROJECT: VISTAS WTP, WELL #3

PROJECT NO.:

7057

PAY REQUEST NO. 7

Period From Sept 26, 2003 to Oct 25, 2003

ORIGINAL CONTRACT AMOUNT

111,071.00

**CHANGE ORDERS** 

CO1

6.500.00

CO2

5,850.00

**CURRENT CONTRACT AMOUNT** 

123,421.00

WORK COMPLETED TO DATE

\$123,556.00

LESS PREVIOUS PAYMENTS

AMOUNT DUE THIS PAYMENT

\$117,706.00

.....

950.00

BK=11/18/03

nts received t

The undersigned CONTRACTOR hereby swears under penalty of perjury that all previous progress payments received from the OWNER on account of work performed under the referenced Contract have been applied by the CONTRACTOR to discharge in full all obligations incurred by CONTRACTOR in connection with work covered by previous applications; and that the current application will be used to settle any and all materials, equipment, and labor charges related to this Contract.

DATED:

October 23, 2003 DIVERSIFIED DRILLING CORPORATION

BY:

KM SABULAN

012-11-03

#### DIVERSIFIED DRILLING CORP.

PO BOX 290699 **TAMPA, FL 33687** 

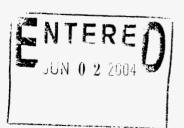
VISTAS WTP, WELL #3 PAY REQUEST NO. 7

Period From Sept 26, 2003 to Oct 25, 2003

7057

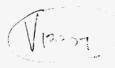
			CO	NTRACT UNIT	S	COMP	LETED QUA	NTITIES	AMO	UNT DUE	% OF
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID TOTAL	PREV	CURRENT	TOTAL	CURRENT	TOTAL	COMPL.
1	MOBILIZATION & PERMITTING	LS	1	24,921.00	\$24,921.00	1		1	0.00	\$24,921.00	100%
	INSTALLATION OF MINIMUM 20" DRIVEN										
2		LF	200	120.00	\$24,000.00	170		170	0.00	\$20,400.00	85%
3	DRILLING OF 16" NOMINAL BORE HOLE	LF	50	100.00	\$5,000.00	116		116	0.00	\$11,600.00	232%
	INSTALLATION OF 12" PRIMARY WELL										
4	CASING	LF	250	85.00	\$21,250.00	281		281	0.00	\$23,885.00	112%
	GROUT 12" CASING IN PLACE (TO										
5	SURFACE)	CY	12	175.00	\$2,100.00	20.2		20.2	0.00	\$3,535.00	168%
6	SAND OR GRAVEL	CY	UNK	75.00	\$0.00	4		4	0.00	\$300.00	#DIV/0!
7	DRILL NOMINAL 12" OPEN BORE HOLE	LF	400	35.00	\$14,000.00	499		499	0.00	\$17,465.00	125%
8	CONSTRUCT WELL PAD	LS	1	500.00	\$500.00			0	0.00	\$0.00	0%
9	INSTALLATION OF TEST PUMP	LS	2	3,000.00	\$6,000.00	2		2	0.00	\$6,000.00	
10	WELL DEVELOPMENT	HRS	8	150.00	\$1,200.00	24		24	0.00	\$3,600.00	
11	PUMPING TEST (STEP DRAWDOWN)	LS	1	2,000.00	\$2,000.00	1		1	0.00	\$2,000.00	
12	WELL DISINFECTION	LS	1	250.00	\$250.00			0	0.00	\$0.00	
13	WATER QUALITY SAMPLING	LS	1	3,000.00	\$3,000.00	1		1	0.00	\$3,000.00	
14	PAYMENT & PERFORMANCE BOND (120%)	LS	1	1,000.00	\$1,000.00	1		1	0.00	\$1,000.00	100%
	Setting a test pump and retaking water										
co2	samples	LS	1	5,850.00	\$5,850.00		1	1	5,850.00	\$5,850.00	
	TOTAL WELL #3				\$111,071.00				\$5,850.00	\$123,556.00	111%

3 (25)



## SHAFER DEVELOPMENT

406 LAKESHORE DRIVE EUSTIS, FLORIDA 32726 (352)267-4490 FAX (352)357-7852



# **Estimate**

DATE	ESTIMATE#
4/19/2004	22003-14

# NAME / ADDRESS LAKE UTILITIES SERVICE INC. VISTAS RAW WATER LINE 200 WEATHERFIELD AVE, ALTAMONTE SPRINGS, FL. 32714

YYAN OF ORDER # 1 HIVO # 45	1	UNIT	COST	TOTAL
HANGE ORDER # 1 W/O # 636-115-04-01				
D" PVC DR-18 D" VALVES VALVES TTINGS E-IN TO EXISTING WELL S" PRESS. AND CL2 TAPS NAL DRESS DD	2 1 1 1 1 3	LF EA EA LS LS EA LS SY	26.00 1,000.00 900.00 5,750.00 2,750.00 220,00 400.00 2.00	2,080.0 2,000.0 900.0 5,750.0 2,750.0 660.0 400.0
©0 # 151-252 2-115-3	14-21-10	5(7)		
			8	í
EPTED BY: DATE:				<del></del>

P\$ 2 5/25/04

#### Sheet1

AIA DRAW REQUEST

PROJECT: VISTAS RAW WATER LINE OWNER: LAKE UTILITY SERVICES, INC.

WORK ORDER: 636-115-04-01 START DATE: 15-MAR-04

DATE: MAY 17, 2004

SHAFER DEVELOPMENT CORP.

**406 LAKESHORE DRIVE EUSTIS, FLORIDA 32726** 

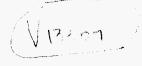
(352)267-4490 FAX (352)357-7852

AGE TU	· Z	DRAW#	
Α	В	С	•

A	В	C	D	E	G		H
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		TOTAL	%	BAL.
NO.		VALUE	PREVIOUS	THIS APPLICATION	COMPL.&	(G/C)	70
			APPLICATIONS	WORK IN	STORED		FINISH
				PLACE	TO DATE		
					(D+E+F)		(C-G)
						<u> </u>	
1	MOBILIZATION	5,000.00	5,000.00	0.00	5,000.00	100%	0.00
2	WATER TIE-IN	3,500.00	0.00	0.00	0.00	0%	3,500.00
3	MAINT OF TRAFFIC	4,500.00	3,375.00	1,125.00	4,500.00	100%	0.00
4	10' PVC DR-18 WATER MAIN	182,000.00	182,000.00	0.00	182,000.00	100%	0.00
5	10" HDPE DIRECTIONAL BORE	60,000.00	60,000.00	0.00	60,000.00	100%	0.00
в	10" DIP DR-18 WATER MAIN	1,200.00	600.00	600.00	1,200.00	100%	0.00
7	10' VALVES	1,800.00	1,B00.00	0.00	1,800.00	100%	0.00
8	10" VALVES BOX	1,000.00	1,000.00	0.00	1,000.00	100%	0.00
9	FITTINGS	7,500.00	7,500.00	0.00	7,500.00	100%	0.00
10	DRIVEWAY REPAIR	25,665.00	25,665.00	0.00	25,665.00	100%	0.00
11	IRRIGATION REPAIR	3,500.00	3,150.00	350.00	3,500.00	100%	0.00
12	FINAL DRESS	2,500.00	1,250.00	1,250.00	2,500.00	100%	0.00
13	TESTING	3,000.00	0.00	0.00	0.00	0%	3,000.00
14	80D	26,800.00	16,080.00	8,040.00	24,120.00	90%	2,680.00
15	REPLACE VISTAS WELL DRIVEWAY	5,000.00	0.00	0.00	0.00	0%	5,000.00
16	CHANGE ORDER # 1 (SEE BREAK DOWN)	14,940.00	0.00	14,940.00	14,940.00	100%	0.00
17							<u> </u>
18	TOTALS	347,905.00	307,420,00	26,305.00	333,725.00		14,180.00
19							
20	TOTAL DRAW # 3		\$26,305.00		J		.l

### SHAFER DEVELOPMENT

406 LAKESHORE DRIVE EUSTIS, FLORIDA 32726 (352)267-4490 FAX (352)357-7852



P.O. NO.

TERMS

## Invoice

PROJECT

DATE	INVOICE#	
5/17/2004	32004-40	1

BILL TO

LEGENDS WELL RAW WATER LINE LAKE UTILITIES, INC. 200 WEATHERSFIELD AVE ALTAMONTE SPRINGS, FL. 32714

				ì		1	-14140	1 100	0201
				6:	36-115-02-01	Due o	on receipt		
ITEM	DESCRIPTION	Est Amt	Prior Amt	Prior %	QTY	RATE	Curr %	Total %	AMOUNT
	NEW RAW WATER LINE W/O # 636-115-02-01								
00001 20010 00001 10	MOBILIZATION 8" PVC DR-18 WATER MAIN 8" FLOW METER 2" PVC CONDUIT	500.00 20,130.00 6,995.00 5,280.00			1,220 1 2,400	500.00 16.50 6,995.00 2.20	100.00% 100.00% 100.00% 100.00%	100.00% 100.00% 100.00%	20,130.00 6,995.00
	Wo # 031-06	2.10 -1	10,20	/ <b>)</b> [	(5%)3				

Please remit to above address.

**Total** 

\$32,905.00



#### CONTRACTOR'S APPLICATION FOR PAYMENT

DATE:

May 14, 2004

APPLICATION TO:

UTILITIES, INC.

ATTN: BRYAN GONGRE 200 WEATHERSFIELD AVE. ALTAMONTE SPRINGS, FL 32714

PROJECT MGR. -ROBERT ERN, JR, P.E.

CONTRACTOR:

DIVERSIFIED DRILLING CORPORATION

8801 MAISLIN DRIVE **TAMPA, FL 33637** 813/988-1132

Please remit payment to: Diversified Drilling Corp.

Dept. FL15908 PO Box 31059

Tampa, FL 33631-3059

PROJECT: VISTAS WTP, WELL #3

PROJECT NO .:

PAY REQUEST NO. 8

Period From Oct 26, 2003 Thru 4/30/04

ORIGINAL CONTRACT AMOUNT

111,071.00

**CHANGE ORDERS** 

CO<sub>1</sub>

6,500.00 Core Francisco - (15-00 of - 1)

donation or all to offe

# 7057 (36 may 04

- NPS 5/25/04 B

CO<sub>2</sub>

5,850.00

CO<sub>3</sub>

46.983.85

**CURRENT CONTRACT AMOUNT** 

170,404.85

WORK COMPLETED TO DATE

\$170,539.85

LESS PREVIOUS PAYMENTS

AMOUNT DUE THIS PAYMENT

The undersigned CONTRACTOR hereby swears under penalty of perjury that all previous progress payments received from the OWNER on account of work performed under the referenced Contract have been applied by the CONTRACTOR to discharge in full all obligations incurred by CONTRACTOR in connection with work covered by previous applications; and that the current application will be used to settle any and all materials, equipment, and labor charges related to this Contract.

DATED:

May 14, 2004 DIVERSIFIED DRILLING CORPORATION

RECEIVED Invoice Date 08/13/

INC.

moil

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ţ



# RECEIVED

Invoice Date 08/13/04

**Odyssey Manufacturing Company** 

1484 Massaro Blvd. Tampa, FL 33619

UTILITIES, INC. VIGIN

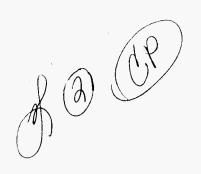
Telephone: 813/635-0339

Bill To:

Utilities, Inc. 200 Weathersfield Avenue Altamonte Springs, FL 32714 Ship To:

Utilities Inc. - Vistas Well Phone:407-332-8055 925 Longwood Hills Road Longwood, FL 32750

	Ship \	/ia	F	.O.B.		Τe	erms
UTI01	Odyssey	Mfg.	Des	tination		Net 3	0 Days
	Purchase C	order Number		Salesperson	Order Date		Our Order Number
	Scotty	Hawes			08/17/04		
Quantity Ordered	Quantity Shipped	Item Number		Unit of Measure	Unit Price		F
Qualitity Ordered	Back Ordered	Item Description	1		Discount %	Tax	Extended Pric
1	1	SERVICE		EACH	450	0.000	4500.00
1	I :	Vistas Well - F		1115-22-1	1. 10% 1.	7	
			CONS	T. OF THE V	157MS WY	u	
				Taxable	ble Subtotal Subtotal		4500.00
							4500.00 0.00 0.00



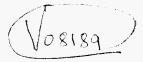


SEP AN

# THOMPSON Electric Company

ELECTRICAL CONTRACTORS P.O. BOX 1478

PHONE (407) 365-6666 WINTER PARK, FLORIDA 32790 WIRING AND REPAIRING FAX (407) 365-9358



YOUR ORDER NUMBER 04/140

TO Utilities, Inc., of Florida 200 Weathersfield Ave. Altamonte Springs, Fl. 32714 FOR

Partial payment for Electrical work at The Vista's WTP, Well # 3, Addition, Clermont, Fl.

UNITS	ARTICLES	EACH	AMOUNT
	Amount of Contract \$ 46,544.00		
	Labor and materials in place this pay period.	19,087.00	
	Amount due		\$19,087.00
	whole leading in check () whose plant the the right one of the control of the con		9/7/0
	wo \$-089-0636-115-02-01-10612	, O.K.	$\partial$

# THOMPSON Electric Company

ELECTRICAL CONTRACTORS P.O. BOX 1478

PHONE (407) 365-6666 WINTER PARK, FLORIDA 32790 WIRING AND REPAIRING FAX (407) 365-9358

Vorist

YOUR ORDER NO.
OUR ORDER number 04/141

TO

Utilities, Inc. of Florida 200 Weathersfield Ave. Altamonte Springs, Fl. 32714 **FOR** 

Payment for Electrical work Alafaya WWTP., Installation of Instrumentation Building.

UNITS	ARTICLES	EACH	AMOUNT
	Amount of Contract \$ 19,994.00		
	100% Complete	40 (2)	
	100% Complete  Amount due		\$19,994.00 Su q/7
			c. 0
	Contract of the second	-24	

09/20/2003 12:42 4073554310

ALAFAYA UTILIYIES

PAGE 02

09/20/2003 12:28 4073659358

T: THOMPSON

PAGE 82

pro-	posal — — — — — — — — — — — — — — — — — — —	rac. or rayes
WINTER PARK	ECTRIC COMPANY tor - Wiring & Repeir box 1478 FLORIDA 32790 Fex (407) 365-9358	
Attns Kathy		
	MONE	DATE
Utilities, Inc. of Florida	Pax 407-365-4310	Aug. 20,2003
200 Weathersfield Ave.		da. Installation
	Instrumentation Bl	
Altamonta Springs, Pl. 32714	Alafaya WETP.	
DATE OF MANA		JOH MICHE
We hereby submit segrettings and admitted for		
1. Furnish and install 6'0"x 6'0	"X 7'0" tell Fibers	lass
Building, Building will be in	The state of the s	
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Congrete-PadBuilding-will-	•	•
receptacles and load center e	lectrical panel (70)	1 phase 120/240V).
2. Relocate the following Instrus	tantatian inta tha	hovo Bida
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To Wasses and the second second	ومطع كادلان مع و الرواج م	re specifications for the sum of:
The property hereby to furnish material and labor co		
	&	Mare (# 1 <u>5,994,00</u> ).
Phyment to be made as follows:	•	
<u> </u>		
All meterial is guaranteed to be as specified. All work to be sompleted in a workmanifes	Authorizad	
systems according to standard proclices. Any planetion or deviation from above specifications involving each costs will be ensured only upon written orders, and will be ensured only upon written orders, and will become an extra	Blandure	A. N
Charge ever and whose the exercise. All agreements contingent upon prices, academic or setup beyond our serious. Owner to garry life, remade and other reseasory incumes.	withdrawn by us I not adopted within	thier days.
Our wenters are fully covered by Workstain's Compensation Insurance.	Withdrawn by us it has accepted another	
A conferme of Newscard	1. 110	
Acceptance of Proposal The above priors, specifications and conditions are satisfactory and are hereby accepted. You are authorized	Stores Delle Stores	
to do the work as specified. Payment will be made as outlined above.	77	
Date of Acceptance: 5/14/04	Sloreture	

# THOMPSON Electric Company

**ELECTRICAL CONTRACTORS** P.O. BOX 1478

PHONE (407) 365-6666 WINTER PARK, FLORIDA 32790

WIRING AND REPAIRING FAX (407) 365-9358

> DATE Aug. 30,2004 YOUR ORDER NO. OUR ORDER number 04/141

TO Utilities, Inc. of Florida 200 Weathersfield Ave. Altamonte Springs, Fl. 32714 FOR

Payment for Electrical work Alafaya WWTP., Installation of Instrumentation Building.

UNITS		EACH	AMOUNT	
	Amount of Contract	\$ 19,994.00		
	100% Complete			
	Amount due		r	\$19,994.0
	•			
		4		

of CP

66668

OCT 2 0 2004

# THOMPSON Electric Company

ELECTRICAL CONTRACTORS P.O. BOX 1478

PHONE (407) 365-6666 WINTER PARK, FLORIDA 32790 WIRING AND REPAIRING FAX (407) 365-9358

act of 7004

V08189

DATE Sept. 29,2004
YOUR ORDER NO
OUR ORDER number 04/157

TO

Utilities, Inc. of Florida 200 Weathersfield Ave. Altamonte Springs, Fl. 32714 **FOR** 

Partial Payment for Electrical work at The Vista's, WTP. Well # 3 Addition, Clermont, Fl.

UNITS	ARTICLES	EACH	AMOUNT
	Amount of contract \$ 46,544.00		
	Labor and materials complete 85%		\$39,562.40
	Less previous payment of		19,087.00
	Amount due this request		\$20,475.40
	Pls. double check  10 if the is the  right one. Thork Ti	7	<b>A</b>
	(1) (1) (0) (0) (0) (0) (0) (0) (0)		

# THOMPSON Electric Company

ELECTRICAL CONTRACTORS P.O. BOX 1478

PHONE (407) 365-6666 WINTER PARK, FLORIDA 32790 WIRING AND REPAIRING FAX (407) 365-9358

> DATE Sept. 29,2004 YOUR ORDER NO.

OUR ORDER number 04/157

TO

Utilities, Inc. of Florida 200 Weathersfield Ave. Altamonte Springs, Fl. 32714 **FOR** 

Partial Payment for Electrical work at The Vista's, WTP. Well # 3 Addition, Clermont, Fl.

UNITS	AR	TICLES	EACH	AMOUNT
	Amount of contract	\$ 46,544.00		
	Labor and materials comp			\$39,562.4
	Less previous payment of			19,087.0
	Amount due this request			\$20,475.4

71752

ENTERED DEC 2 1 2004



# RECEIVED

### Invoice

OEC 10 2004

Date	Invoice #
12/8/2004	04-117

TILITIES, INC.

Bill To

Lake Utilities Services, Inc. Attn: Accounts Payable 200 Weathersfield Ave. Altamonte Springs, FL 32714



Ship To

Vistas / Lake Louisa

Lake County, FL

F	Project		P.O. No.	Terms				
2004-67 Vis	stas / Lak	e Louisa	089-0636-115-02-01	N	Net 30			
ltem	Qty		Description	Rate	Amount			
5019 - Service/Repair		Vistas / Lake Louis	sa Well Modifications as per 10/14/2004 quote.	6,985.00	6,985.00T			
3		Lake County Sales	Tax	469.10	469.10			
			Charles 2					
		(CO # 0	 {					
			\ , · · ·					
		and the second s		6	$\mathcal{M}$			

Please remit payment to:

Byrd Automation Services, Inc. 2555 Porter Lake Dr., Ste. 111 Sarasota, FL 34240

\_\_\_\_\_

Total

\$7,454.10

Payments/Credits

\$0.00

**Balance Due** 

Due \$7,454.10

A monthly finance charge of 1.5% (18% annually) will be assessed to accounts not paid by net due date.

СО	SUB	W/O	Description	DR I	CR	CP Ledger	Status
89	636		CAP TIME-2004	228.00		12.31.04	Attached
89	636		CAP TIME-2004	141.25		12.31.04	Attached
89	636		CAP TIME-2003	112.00		12.31.02	Attached
89	636		CLOSE W/O	112.00	481.25	12,01.02	Attached
89	636	115.02.02	CLOSE W/O		401.25		
89	636	115.02.02	IDC 2004	968.00		12.31.04	Attached
89	636	115.02.02		588.00		12.31.04	Attached
89	636	115.02.02		51.00		12.31.03	Attached
89	636			31.00	1,607.00	12.31.02	Attached
89	636	115.02.02	CLOSE W/O		1,007.00		
89	636	115.02.02					
89	636		41812*13098*CPH ENGI	3,000.00		12.31.04	Attached
89	636		43485*06760*FARNER B	178.11		12.31.04	Attached
89	636		43591*13098*CPH ENGI	4,421,72		12.31.04	Attached
			45886*13098*CPH ENGI	1,264.75		12.31.04	Attached
89 89	636 636			6,400.00		12.31.04	Attached
			59585*17912*BAILEY E	6,400.00		14.31.04	Attached
89 89	636	115.02.02	11782*06760*FARNER B	758.67	*	12.31.03	Attached
	636			97.77			
89	636		20446*06760*FARNER B	150		12.31.03	Attached Attached
89	636		21547*06760*FARNER B				
89	636		23268*06760*FARNER B	829.5		12.31.03	Attached
89	636		24181*06760*FARNER B	225		12.31.03	Attached
89	636		26914*06760*FARNER B	80		12.31.03	Attached
89	636		28134*06760*FARNER B	75		12.31.03	Attached
89	636	115.02.02	OCCUPATION FABRICA B	0.050.00		10.01.00	Attached
89	636		06825*06760*FARNER B	2,250.00		12.31.02	Attached
89	636		07823*06760*FARNER B	832.38		12.31.02	Attached
89	636		10343*06760*FARNER B	750		12.31.02	Attached
89	636	115.02.02					
89	636	115.02.02	01.005.W/0		01 010 00	+	
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89	636	115.02.02		23,401	23,401		

Sub Subdivision Name Type Prj Project Description Account Number Initials Hours Amount Rate
636 The Vistas Water 115 Water Project 89.636.115.02.02 BKG 8 228.00 28.5

Sub	Subdivision Name	Туре	Prj	Project Description	Account Number	Initials	Hours	Amount	Rate
636	The Vistas	Water	115	Water Project	89.636.115.02.02	BKG PCF	3 1	84.00 57.25	28 57.3
								141.25	

Sub Subdivision Name Type Prj Project Description Account Number Initials Hours Amount Rate
636 The Vistas Water 115 Water Project 89.636.115.02.02 BKG 4 112.00 28

TDC 7/15/2004 4:10 PM 12/30/2004

INTEREST INTEREST SUB DATE 12/30/2003
CALCULATED CALCULATED CO DIV ACCOUNT PUT INTO FIND

END ADDITIONS CALCULATED CALCULATED CO DIV ACCOUNT PUT INTO CP LEDGER SUBDIVISION DESCRIPTION FOR 2004 FOR DEC 2004 NO NO NO. SERVICE BALANCE JANUARY FEBRUARY MARCH DEC TOTALS BALANCE Engineering for well #3 968.00 968.00 089 0636 115-02-02 11/3/2004 6.940.57 3,000.00 4,599.83 1,264.75 0.00 0.00 0.00 0.00 6.400.00 0.00 22.205.15 22,205.15 75.00 110.00 120.00 121.00 122.00 123.00 124.00 173.00 0.00 0.00 0.00 0.00  $10,015.57 \quad 14,725.40 \quad 16,110.15 \quad 16,231.15 \quad 16,353.15 \quad 16,476.15 \quad 16,600.15 \quad 23,173.15 \quad 23,1$ 

#### IDC INTEREST RATES:

\* LUI: LAKE COUNTY 9.03% SUBS: 627-628, 631-634, 636,660-667, 675

T/15/2004 4:12 PM 4:12 PM

INTEREST INTEREST SUB DATE 12/30/2002

		CALCULATED	CALCULATED	CO	DIV	ACCOUNT	PUT INTO	END	ADDITIONS	ADDITIONS.	ADDITIONS.	ADDITIONS.	ADDITIONS	ADDITIONS.	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS.	ADDITIONS.	ADDITIONS	CP LEDGER
SUBDIVISIO	N DESCRIPTION	FOR 2003	FOR DEC 2003	NO	NO	NO.	SERVICE	BALANCE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	QCT	NOV	DEC	TOTALS BALANCE
Vistas	Engineering for well #3	588.00	588.00	089	0636	115-02-02		3,995.38	758.67	0.00	0.00	97.77	150.00	1.054.50	155.00	0.00	0.00	0.00	0.00	0.00	6,211.32 6,211.32
									40.00	40.00	40.00	42.00	43.00	52.00	54.00	55.00	55.00	55.00	56.00	56.00	
									4,794.05	4.834.05	4,874.05	5.013.82	5,206.82	6,313.32	6.522.32	6.577.32	6,632.32	6,687.32	6,743.32	6,799.32	

IDC INTEREST RATES:

<sup>•</sup> LUI: LAKE COUNTY 10.03% SUBS: 627-628, 631-634, 636,660-667, 675

7/15/2004 4:16 PM

INTEREST INTEREST SUB DATE 12/30/2001

CALCULATED CO DIV ACCOUNT PUT INTO END ADDITIONS ADDITIO CP LEDGER FOR DEC '02 NO NO NO. SERVICE BALANCE JANUARY FEBRUARY MARCH SUBDIVISION DESCRIPTION FOR 2002 APRIL JUNE AUGUST SEPT  $\Omega$ CT DEC TOTALS BALANCE 51.00 51.00 089 0636 115-02-02 0.00 0.00 0.00 0.00 Vistas Engineering for well #3 0.00 0.00 0.00 0.00 0.00 0.00 0.00 2,250.00 1,582.38 3,832.38 3,832.38 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 19.00 32.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 2,269.00 3,883.38

IDC INTEREST RATES:

12/30/2002

\* LUI: LAKE COUNTY 10.03% SUBS: 627-628, 631-634, 636,660-667

ENTERED JAN 1 2 2004

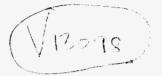


CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

December 18, 2003

Mr. David Orr Utilities, Inc. 200 Wethersfield Ave. Altamonte Springs, FL 32714



Re:

Lake Louisa Raw Water Main Water

Permit for plant\_\_\_\_ CPH Job No. U0731

Invoice #23189

### REIMBURSEMENT FOR APPLICATION FEES PAID ON BEHALF OF CLIENT SERVICES OUTSIDE OF CONTRACT SCOPE

Services:

Payment of fees on behalf of Client as listed below:

To the FDEP for Lake Louisa Raw Water Main Water Permit for plant......\$3,000.00

Application fees advanced on behalf of Client are not included in our scope of services and are ' considered "extra" to the engineering fee. Said fees have been advanced as a courtesy to Client and to expedite processing of the specific request. Please reimburse promptly.

(Copy of check attached)

avid A. Lurach pg

CPH Engineers, Inc.

VOILUUIL. TUUZOU

FL Dept. of Environmental Protection

Sheck Amount:

3,000.00

UNGUN # . 1111/2 Date: 12/18/2003

nvoice # 121803

12/18/2003

Date

Invoice Amount

\$3,000.00

Gross Payment \$3,000.00 Discount

Net Payment Notes

\$3,000.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES 8

CPH ENGINEERS, INC.

P.O. BOX 2808 SANFORD, FLORIDA 32772-2808 PHONE (407) 322-6841

SUNTRUST SANFORD, FL

111172

NUMBER

63-215/631

DATE 12/18/2003

**AMOUNT** \$3,000.00

THE SUM OF THREE THOUSAND DOLLARS 00/100 ONLY

PAY

TO THE ORDER OF

FL Dept. of Environmental Protection

CPH ENGINEERS, INC.

Check #: 111172

Date: 12/18/2003

A THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT. A 110011117211

CPH ENGINEERS, INC. P.O. BOX 2808 • SANFORD, FLORIDA 32772-2808 • PHONE 407/322-6841

111172

endor ID: F00266

FL Dept. of Environmental Protection

heck Amount:

3,000.00

Net Payment Notes

\$3,000.00

voice # 1803

Date

12/18/2003

Invoice Amount \$3,000.00

Gross Payment \$3,000.00

Discount

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 407-877-2299

GYTTR80010000 L97LC002779

guard" LITHO USA SFSLZGS CK7S08112S (2/01)





Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS Invoice No. # 0036610

CONSTRUCTION BID DOCUMENTS Task: 006 Total this task \$0.00 Task: 007 ELECTRICAL ENGINEERING SERVICES Total this task \$0.00 Task: 008 CONSTRUCTION ADMINISTRATION SERVICES Total this task \$0.00 Task: 999 REIMBURSABLES Reimbursable Expenses TAV/Misc Reimbursable Exp. 12/30/03 FEDERAL EXPRESS 12-9 cph engineer 13.11 CORPORATION **Total Reimbursables** 13.11 13.11 Total this task \$13.11

Total this invoice

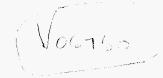
\$178.11

1/27(0

Vista 5 JEH - 26-04

## Invoice

# Farner Barley and Associates Inc. **Engineers Surveyors Planners** Tavares and The Villages



Remit To:

Farner Barley & Assoc. 1507 Buenos Aires Blvd. The Villages, FL 32159

JAN 21 2004

UTILITIES INC.

200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS FL 32714

January 19, 2004 Project No: 961504.069

Invoice No £ 0036610

Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS WTP

Received executed contract on 10/22/02.

Professional services from December 4, 2003 to January 6, 2004 ............

Task: 001 WELL DESIGN AND PERMITTING

Total this task \$0.00

\$0.00

Task: 002 WELL CONSTRUCTION SPECIFICATIONS

Total this task

Task: 003 PROJECT ADMINISTRATION (WELL & WTP)

Fee

Total Fee 1,500.00

Percent Complete 100.00 Total Earned 1,500.00

> Previous Fee Billing 1,335.00

> Current Fee Billing 165.00

**Total Fee** 165.00

Total this task \$165.00

Task: 004 WELL CONSTRUCTION ADMINISTRATION SRVCS.

Total this task \$0.00

Task: 005 WATER PLANT DESIGN AND PERMITTING

> Total this task \$0.00

W (0)

ENTERED PER OF 1 2004

. . . . , .

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

Attention:

David Orr

23318

January 19, 2004

Billing through December 28, 2003

Invoice No: Project No;

U0731/23318

Re:

Lake Louisa Raw Water Main

4

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 23318

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

**CURRENT INVOICE TOTAL** 

\$4,355.00 66.72

\$4,421.72

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

\$17,390.00 175.68

Total Billing to Date Less Amounts Received \$17,565.68 -13,143.96

TOTAL DUE

\$4,421.72

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
23318	01/19/2004	\$4,421.72					\$4,421.72
							<del></del>
	Subtotal:	\$4,421.72					\$4,421.72

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

January 19, 2004

Invoice No: 23318 Project No: U0731

\* \* \* \* \* \* \* \* <u>INVOICE</u> \*

Professional services rendered through December 28, 2003

Lake Louisa Raw Water Main

Lake Louisa Raw Water Main - Design & Permitting for extending a raw water main along Vista Del Lago Blvd to Lake Louisa Rd to the Booster station on the corner of US 27 and Lake Louisa Road

\$18,500.00 plus reimbursement for out-of-pocket expenses: Fee Amount 10% markup will be applied to subconsultant services

Classification	Hours	Labor Cost	
Design Tech	21.50	\$1,505.00	
Prof.Engineer	30.00	\$2,850.00	
Total Labor Charges		\$4,355.00	
Blueprints		64.56	
Xerox		2.16	
Total Out of Pocket Expenses		\$66.72	
Invoice Total		\$4,421.72	

200 vvethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

JAN 25 254

Attention:

Re:

David Orr

Invoice No: Project No: (

23320 4

U0739/25 4 2 0

Work Order ID#1621 - Alafaya Digester Replacement

January 19, 2004

Billing through December 28, 2003

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 23320

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$4,528.75 0.00

\$4,528.75

**CURRENT INVOICE TOTAL** 

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received

TOTAL DUE

\$6,926.25

0.83

\$6,927.08 0.00

\$6,927.08

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
22967	12/11/2003		\$2,398.33				\$2,398.33
23320	01/19/2004	\$4,528.75					\$4,528.75
	Subtotal:	\$4,528.75	\$2,398.33				\$6,927.08

\*\*\*\*

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

January 19, 2004

Invoice No: 23320

Project No: U0739

Professional services rendered through December 28, 2003

INVOICE

Work Order ID#1621 - Alafaya Digester Replacement

Classification	Hours	Labor Cost
Design Engr. EIT	6.00	\$420.00
Prof.Engineer	43.25	\$4,108.75
Total Labor Charges		\$4,528.75

Invoice Total \$4,528.75

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

Attention:

David Orr

Invoice No: Project No:/ 23322

🗠 U0745 /

Re:

Weathersfield Storage Tank Replacement

### PROJECT BILLING SUMMARY \*\*\*\*\*

January 19, 2004

**CURRENT INVOICE** 

(Invoice Number 23322

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$2,300.00

Billing through December 28, 2003

9.13

**CURRENT INVOICE TOTAL** 

\$2,309.13

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

\$3,060.00 9.13

Total Billing to Date

Less Amounts Received

\$3,069.13 -760.00

TOTAL DUE

\$2,309.13

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
23322	01/19/2004	\$2,309.13					\$2,309.13
	Subtotal:	\$2,309.13					\$2,309.13

200 Wethersfield Ave.



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

Altamonte Springs, FL 32714

January 19, 2004

Invoice No: 23322

Project No: U0745

\*\*\*\*\*

Professional services rendered through December 28, 2003

Weathersfield Storage Tank Replacement

Classification	Hours	Labor Cost
Design Engr. EIT	1.50	\$105.00
Design Tech	1.50	\$105.00
Prof.Engineer	22.00	\$2,090.00
Total Labor Charges		\$2,300.00
Mileage		9.13
Total Out of Pocket Expenses		\$9.13
Invoice Total		\$2,309.13

A y De

WAR 2 2004

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc.
P.O. Box 2808
Sanford, FL 32772-2808
Phone: 407.322.6841

Fax: 407.330.0639

Attention:

David Orr

Invoice No:

23683

Project No://

U0731/ LQ7

Re:

Lake Louisa Raw Water Main

February 9, 2004

Billing through January 25, 2004

# \*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 23683

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$1,185.00

79.75

**CURRENT INVOICE TOTAL** 

\$1,264.75

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

\$18,575.00 255.43

Total Billing to Date
Less Amounts Received

\$18,830.43 -13,143.96

TOTAL DUE

\$5,686.47

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
23318	01/19/2004	\$4,421.72		<del></del>			\$4,421.72
23683	02/09/2004	\$1,264.75					\$1,264.75
	Subtotal:	\$5,686.47					\$5,686.47

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

February 9, 2004

Invoice No: 23683

Project No: U0731

\*\*\*\*\*

INVOICE

\*\*\*\*\*

Professional services rendered through January 25, 2004

Lake Louisa Raw Water Main

\$18,500.00 Fee Amount plus Expenses

Classification	Hours	Labor Cost
Clerical 11	0.50	\$22.50
Design Tech	10.50	\$735.00
Prof.Engineer	4.50	\$427.50
Total Labor Charges		\$1,185.00
Postage Blueprints Xerox		0.83 32.64 46.28
Total Out of Pocket Expenses		\$79.75
Invoice Total		\$1,264.75

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

Attention:

David Orr

Invoice No:

23687

February 9, 2004

Billing through January 25, 2004

Project No:

Re:

U0745

Weathersfield Storage Tank Replacement

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 23687

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$5,920.00

27.12

**CURRENT INVOICE TOTAL** 

\$5.947.12

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

\$8,980.00 36.25

Total Billing to Date

\$9,016.25

Less Amounts Received

-760.00

TOTAL DUE

\$8,256.25

nvoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
13322	01/19/2004	\$2,309.13				-	\$2,309.13
23687	02/09/2004	\$5,947.12					\$5,947.12
	Subtotal:	\$8,256.25					\$8,256.25

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc.
P.O. Box 2808
Sanford, FL 32772-2808
Phone: 407.322.6841
Fax: 407.330.0639

February 9, 2004

Invoice No: 23687

Project No: U0745

\*\*\*\*\* INVOICE

Professional services rendered through January 25, 2004

Weathersfield Storage Tank Replacement

Classification	Hours	Labor Cost
Design Engr. EIT	2.00	\$140.00
Design Tech	50.00	\$3,500.00
Prof.Engineer	24.00	\$2,280.00
Total Labor Charges		\$5,920.00
Blueprints		27.12
Total Out of Pocket Expenses		\$27.12
Invoice Total		\$5,947.12

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

Attention:

Invoice No: Project No:

Re:

23684

U0739/20094

Billing through January 25, 2004

Work Order ID#1621 - Alafaya Digester Replacement

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 23684

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$3,902.50

17.58

**CURRENT INVOICE TOTAL** 

\$3,920.08

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received

TOTAL DUE

\$10,828.75

18.41

\$10,847.16

-2,398.33

\$8,448.83

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
23320 23684	01/19/2004 02/09/2004	\$4,528.75 \$3,920.08			<del></del>		\$4,528.75 \$3,920.08
	Subtotal:	\$8,448.83					\$8,448.83

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc.
P.O. Box 2808
Sanford, FL 32772-2808
Phone: 407.322.6841

Fax: 407.330.0639

February 9, 2004

Invoice No: 23684

Project No: U0739

\*\*\*\*\*

INVOICE

\*\*\*\*\*

Professional services rendered through January 25, 2004

Work Order ID#1621 - Alafaya Digester Replacement

Classification	Hours	Labor Cost
Design Engr. EIT	10.00	\$700.00
Design Tech	3.00	\$210.00
Prof.Engineer	31.50	\$2,992.50
Total Labor Charges		\$3,902.50
Blueprints Mileage		4.80 12.78
Total Out of Pocket Expenses		\$17.58
Invoice Total		\$3,920.08

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

Attention:

David Orr

Invoice No:

23682

Project No:

CR 561 WTP

Re:

H U0729 / 🗸

February 9, 2004

Billing through January 25, 2004

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 23682

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$425.00

0.12

**CURRENT INVOICE TOTAL** 

\$425.12

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

\$37,288.50 11,863.70

Total Billing to Date

\$49,152.20

Less Amounts Received

-48,727.08

TOTAL DUE

\$425.12

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
23682	02/09/2004	\$425.12					\$425.12
				<del></del>	<del></del>		
	Subtotal:	\$425.12					\$425.12

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

February 9, 2004

Invoice No: 23682

Project No: U0729

Professional services rendered through January 25, 2004

INVOICE

CR 561 WTP

Invoice Total		\$425.12
Total Out of Pocket Expenses		\$0.12
Phone		0.12
otal Labor Charges		\$425.00
Prof.Engineer	3.00	\$285.00
Design Tech	2.00	\$140.00
Classification	Hours	Labor Cost



AUG 6 3 2007



Bill To

Utilities, Inc. of Florida 200 Weathersfield Avenue Altamonte Springs, FL 32714 Attention: Mr. Bryan Gongre

# RECEIVEU

JUL 12 2004

# Invoice

					Date	Invoice #
					7/5/2004	CPH04007.1
				BE	C Project #	Client Project #
				C	PH04007	
Description			Qty		Rate	Amount
The Vistas WTP Utilities, Inc.						
Electrical Design Services					6,400.00	6,400.00
	(ق	ル歩	w 0			
L09°	veds 0					
y <sup>*</sup>	Cock	694.E	126.11	_ (i );	- (50)	>ব্য
						<b>1</b> 2
						Δ/
		<u> </u>				- M/ O
			Curren	t Am	ount Due	\$6,400.00

Current Amount Du

Bailey Engineering Consultants, Inc. 2101 North Andrews Ave., Suite 100, Fort Lauderdale, Florida Voice: (954) 564-3111 Fax: (954) 564-3040 Web: www.baileyengineering.com

Project: 961504.069 WELL #3 & WTP UPGRADE FOR THE VISTAS Invoice No. 0032274

Total this task \$460.00 WATER PLANT DESIGN AND PERMITTING Total this task \$0.00 Task: 006 CONSTRUCTION BID DOCUMENTS Total this task \$0.00 Task: 007 ELECTRICAL ENGINEERING SERVICES Total this task \$0.00 Task: 008 CONSTRUCTION ADMINISTRATION SERVICES Total this task \$0.00 Task: 999 REIMBURSABLES Reimbursable Expense TAV/Misc Reimbursable Exp. 12/16/02 FEDERAL EXPRESS 10/21/02; Diversified Well Drilling 13.67 CORPORATION **Total Reimbursables** 13.67 13.67 Total this task \$13.67 \$758.67 Sun 1/14 **Total this invoice** 

WO # 341-33-3-02-106-5

**Invoice** 

# Farner Barley and Associates Inc. **Engineers Surveyors Planners Tavares and The Villages**

Remit To: Farner Barley & Assoc. 1507 Buenos Aires Blvd.

The Villages, FL 32159

December 30, 2002 Project No: 961504.069

Invoice No: 0032274

UTILITIES INC.

200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714

Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS WTP

........

......

Received executed contract on 10/22/02.

Professional services from December 4, 2002 to December 17, 2002

Task: 001

WELL DESIGN AND PERMITTING

Total this task

\$0.00

Task: 002 WELL CONSTRUCTION SPECIFICATIONS

Total this task

\$0.00

Task: 003

PROJECT ADMINISTRATION (WELL & WTP)

Fee

**Total Fee** 

1,500.00

**Percent Complete** 

74.00

Total Earned

1,110.00

Previous Fee Billing

825.00

Current Fee Billing

285.00

**Total Fee** 

285.00

Total this task

\$285.00

Task: 004

WELL CONSTRUCTION ADMINISTRATION SRVCS.

Fee

Total Fee

2,000.00

Percent Complete

23.00

Total Earned

460.00

Previous Fee Billing

0.00

Current Fee Billing

460.00

**Total Fee** 

460.00



Fee			3 1 3 . 1		
Total Fee	3,00	00.00	3 21.		
Percent Complete		2.50	Total Earned	75.00	
	we carried the second		Previous Fee Billing	0.00	
	1 100160		Current Fee Billing	75.00	
	Commence of the second	-	Total Fee		75.00
				Total this task	\$75.00
 Гаsk: 999 REIMB	BURSABLES				
1 4011.	OTTORDELO				
Reimbursable Expens	se				
Reimbursable Expens TAV/Misc Reimbursabl 2/11/03 FEDERAL	se le Exp. _ EXPRESS	1/16/03	B;MCMAHON CONST	22.77	
Reimbursable Expens TAV/Misc Reimbursabl 2/11/03 FEDERAL CORPOR	se le Exp. L EXPRESS ATION	1/16/03	B;MCMAHON CONST		22.77
Reimbursable Expens FAV/Misc Reimbursabl 2/11/03 FEDERAL CORPOR	se le Exp. _ EXPRESS	1/16/03	3;MCMAHON CONST	22.77 <b>22.77</b>	22.77
Reimbursable Expens TAV/Misc Reimbursabl 2/11/03 FEDERAL CORPOR	se le Exp. L EXPRESS ATION	1/16/03	B;MCMAHON CONST		22.77 \$22.77

Wot 115.

# Invoice

# Farner Barley and Associates Inc. **Engineers Surveyors Planners Tavares and The Villages**

Remit To: Farner Barley & Assoc. 1507 Buenos Aires Blvd. The Villages, FL 32159

APR : 1 7000

March 31, 2003

Project No: 961504.069 Invoice No: 0033161

UTILITIES INC.

200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714

Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS WTP

Received executed contract on 10/22/02.

### Professional services from February 11, 2003 to March 18, 2003 .....

Task: 001	WELL DESIGN AND PERMITTING		
		Total this task	\$0.00
Task: 002	WELL CONSTRUCTION SPECIFICATIONS		
		Total this task	,
Task: 003	PROJECT ADMINISTRATION (WELL & WTP)		
		Total this task	\$0.00
Task: 004	WELL CONSTRUCTION ADMINISTRATION SRVCS.		
		Total this task	\$0.00
Task: 005	WATER PLANT DESIGN AND PERMITTING		
		Total this task	\$0.00
Task: 006	CONSTRUCTION BID DOCUMENTS		
		Total this task	\$0.00
Task: 007	ELECTRICAL ENGINEERING SERVICES		
		Total this task	\$0.00
Task: 008	CONSTRUCTION ADMINISTRATION SERVICES		



Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS Invoice No. 0033279

Fee

Total Fee

3,000.00

Percent Complete

Total Earned 7.50

-08/1-03/2015

225.00

Previous Fee Billing

75.00

Current Fee Billing

150.00

APR 21 2003

**Total Fee** 

150.00

UTILITIES, INC.

Total this task

\$150.00

Task: 999

REIMBURSABLES

11/2/20

Total this task

\$0.00

# Invoice

# Farner Barley and Associates Inc. Engineers Surveyors Planners Tavares and The Villages

Remit To: Farner Bariey & Assoc. 1507 Buenos Aires Blvd. The Villages, FL 32159

April 18, 2003

Project No: 961504.069 Invoice No: 0033279

UTILITIES INC.

200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714

Project:	961504 069	WELL	#3 & M/TP	HPGRADE E	OR THE VI	QTM 2ATS

Received executed contract on 10/22/02.

### Professional services from March 19, 2003 to April 8, 2003

Task: 001	WELL DESIGN AND PERMITTING		
		Total this task	\$0.00
Task: 002	WELL CONSTRUCTION SPECIFICATIONS		
		Total this task	*
Task: 003	PROJECT ADMINISTRATION (WELL & WTP)		
		Total this task	•
Task: 004	WELL CONSTRUCTION ADMINISTRATION SRVCS.		
		Total this task	\$0.00
Task: 005	WATER PLANT DESIGN AND PERMITTING		
		Total this task	\$0.00
Task: 006	CONSTRUCTION BID DOCUMENTS		
		Total this task	\$0.00
Task: 007	ELECTRICAL ENGINEERING SERVICES		
		Total this task	\$0.00
Task: 008	CONSTRUCTION ADMINISTRATION SERVICES		



ENTERED JUN 0 2 2003

Project: 961504.069 WELL #3 & WTP UPGRADE FOR THE VISTAS Invoice No: 0033511

Total this task \$0.00 **ELECTRICAL ENGINEERING SERVICES** Total this task \$0.00 Task: 008 CONSTRUCTION ADMINISTRATION SERVICES Fee Total Fee 3,000.00 Percent Complete 25.00 Total Earned 750.00 Previous Fee Billing 225.00 Current Fee Billing 525.00 **Total Fee** 525.00 Total this task \$525.00 REIMBURSABLES Task: 999 Reimbursable Expense Misc Reimbursable Expens 4.50 Orig: 0 Copies: 3 4/25/03 Bond Copy 4.50 4.50 **Total Reimbursables** Total this task Total this invoice

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## Invoice

# Farner Barley and Associates Inc. **Engineers Surveyors Planners** Tavares and The Villages

Remit To: Farner Barley & Assoc. 1507 Buenos Aires Blvd. The Villages, FL 32159

May 15, 2003

Project No: 961504.069

UTILITIES INC.

Invoice No: 0033511

200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714

Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS WTP

Received executed contract on 10/22/02.

Professional services from April 9, 2003 to May 6, 2003

Task: 001 WELL DESIGN AND PERMITTING

\$0.00 Total this task 

Task: 002 WELL CONSTRUCTION SPECIFICATIONS

Total this task \$0.00

Task: 003 PROJECT ADMINISTRATION (WELL & WTP)

Total this task \$0.00

Task: 004 WELL CONSTRUCTION ADMINISTRATION SRVCS.

Fee

2,000.00 Total Fee

Total Earned 760.00 38.00 Percent Complete

> Previous Fee Billing 460.00

> Current Fee Billing 300.00

300.00 **Total Fee** 

Total this task \$300.00

Task: 005 WATER PLANT DESIGN AND PERMITTING

Total this task \$0.00 

Task: 006 CONSTRUCTION BID DOCUMENTS

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Item 145-16

(D122100) (VOGT60)

Project: 961504.069	WELL #3 & WTP UPGRADE FOR TH	E VISTAS Invoice No 003	3576
		Total this task	\$0.00
Task: 007 ELECTRICA	AL ENGINEERING SERVICES	•••••	• • • • • • • •
		Total this task	\$0.00
ask: 008 CONSTRUC	CTION ADMINISTRATION SERVICES	• • • • • • • • • • • • • • • • • • • •	
		Total this task	\$0.00
ask: 999 REIMBURS	ABLES		
	enter de la companya de la companya La companya de la co	Total this task	\$0.00
MAY 30 258	3	Total this invoice	\$225.00

WO#089-0636-115-02-02-10605

### Invoice

## Farner Barley and Associates Inc. Engineers Surveyors Planners Tavares and The Villages

Remit To: Farner Barley & Assoc. 1507 Buenos Aires Blvd. The Villages, FL 32159

May 29, 2003

Project No: 961504.069 Invoice No: 0033576

Total this task

\$0.00

UTILITIES INC.

200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714

Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS WTP

Received executed contract on 10/22/02.

Professional services from May 7, 2003 to May 20, 2003 Task: 001 WELL DESIGN AND PERMITTING Total this task \$0.00 Task: 002 WELL CONSTRUCTION SPECIFICATIONS Total this task \$0.00 Task: 003 PROJECT ADMINISTRATION (WELL & WTP) Fee Total Fee 1,500.00 Percent Complete 89.00 Total Earned 1,335.00 Previous Fee Billing 1,110.00 225.00 Current Fee Billing **Total Fee** 225.00 Total this task \$225.00 Task: 004 WELL CONSTRUCTION ADMINISTRATION SRVCS. \$0.00 Total this task Task: 005 WATER PLANT DESIGN AND PERMITTING

Tel 352-753-3114 Fax 352-753-9441

Task: 006 CONSTRUCTION BID DOCUMENTS

A RP

H5-17

Project: 961504.069 WELL #3 & WTP UPGRADE FOR THE VISTAS Invoice Not 0033947

Total this task \$0.00

Task: 007 ELECTRICAL ENGINEERING SERVICES

Total this task \$0.00

Task: 008 CONSTRUCTION ADMINISTRATION SERVICES

Total this task \$0.00

Task: 999 REIMBURSABLES

Total this task

\$0.00

Total this invoice

\$80.00

(2)

wo \$ 089-0636-115-02-02-10605

#### Farner Barley and Associates Inc. Engineers Surveyors Planners Tavares and The Villages

Remit To: Farner Barley & Assoc. 1507 Buenos Aires Blvd. The Villages, FL 32159

J. 17 18 2003

June 24, 2003

Project No: 961504.069 Invoice No: 0033947

UTILITIES INC. 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714

Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS WTP

Received executed contract on 10/22/02.

Professional services from May 27, 2003 to June 17, 2003

Task: 001 WELL DESIGN AND PERMITTING

Total this task \$0.00

Task: 002 WELL CONSTRUCTION SPECIFICATIONS

Total this task \$0.00

Task: 003 PROJECT ADMINISTRATION (WELL & WTP)

Total this task \$0.00

Task: 004 WELL CONSTRUCTION ADMINISTRATION SRVCS.

Fee

Total Fee 2,000.00

Percent Complete 42.00 Total Earned 840.00

Previous Fee Billing 760.00

**Total Fee** 

Current Fee Billing 80.00

Carrotte South

80.00

Total this task \$80.00

Task: 005 WATER PLANT DESIGN AND PERMITTING

Total this task \$0.00

Task: 006 CONSTRUCTION BID DOCUMENTS

A OP

Item 145-18

JUL 3 0 2002

Project: 961504.069 WELL #3 & WTP UPGRADE FOR THE VISTAS Invoice Not 0034122 Fee Total Fee 3,000.00 Percent Complete 27.50 Total Earned 825.00 Previous Fee Billing 750.00 RECEIVED **Current Fee Billing** 75.00 JUL 1 7 2083 **Total Fee** 75.00

Total this task

\$75.00

Task: 999 REIMBURSABLES

Total this task

\$0.00

\$75.00

Total this involce

WO # 089-0636-115-02-02-10605

#### Farner Barley and Associates Inc. **Engineers Surveyors Planners** Tavares and The Villages

Remit To: Farner Barley & Assoc. 1507 Buenos Aires Blvd. The Villages, FL 32159

RECEIVED

July 16, 2003

Project No: 961504.069

JUL 1 7 2003

Invoice No: 0034122

UTILITIES INC. 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714

Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS WTP

Received executed contract on 10/22/02.

Professional services from June 18, 2003 to July 8, 2003

Task: 001 WELL DESIGN AND PERMITTING

Total this task \$0.00 Task: 002 WELL CONSTRUCTION SPECIFICATIONS Total this task \$0.00 Task: 003 PROJECT ADMINISTRATION (WELL & WTP) Total this task \$0.00 Task: 004 WELL CONSTRUCTION ADMINISTRATION SRVCS. Total this task \$0.00 Task: 005 WATER PLANT DESIGN AND PERMITTING Total this task \$0.00 Task: 006 CONSTRUCTION BID DOCUMENTS Total this task \$0.00 Task: 007 ELECTRICAL ENGINEERING SERVICES Total this task \$0.00 Task: 008 CONSTRUCTION ADMINISTRATION SERVICES



Item 145-19

The State of States

10/3/102

V06160

Project:	961504.069	WELL #3 & WTP UPGRADE FOR THE VIS	TAS Invoice Not 003	31700
			Total this task	\$0.00
Task: 0	05 WATI	ER PLANT DESIGN AND PERMITTING		•••••
Task: 0		STRUCTION BID DOCUMENTS	Total this task	\$0.00
, 40.00	00	THE POSTINE TO		
			Total this task	\$0.00
Task: 00	7 ELEC	TRICAL ENGINEERING SERVICES		
	******	*******************************	Total this task	\$0.00
Task: 00	8 CONS	TRUCTION ADMINISTRATION SERVICES	* * * * * * * * * * * * * * * * * * * *	• • • • • • • • •
. , . ,		***********************************	Total this task	\$0.00
	9 REIMB			• • • • • • • •

Total this task

\$0.00

Total this invoice

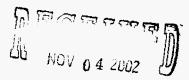
\$2,250.00

(3)

WO # 089-0636-115-02-02-10605

#### Farner Barley and Associates Inc. Engineers Surveyors Planners Tavares and The Villages

Remit To: Farner Barley & Assoc. 1507 Buenos Aires Blvd. The Villages, FL 32159



October 31, 2002

Project No: 961504.069 Invoice No: 0031700

UTILITIES INC.

200 WEATHERSFIELD AVENUE—ALTAMONTE SPRINGS FL 32714

Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS WTP

Received executed contract on 10/22/02.

Professional services from October 9, 2002 to October 22, 2002

Task: 001

WELL DESIGN AND PERMITTING

Fee

**Total Fee** 

2,000.00

Percent Complete

75.00

**Total Earned** 

1,500.00

Previous Fee Billing

0.00

Current Fee Billing

1,500.00

Total Fee

1,500.00

Total this task

\$1,500.00

Task: 002

**WELL CONSTRUCTION SPECIFICATIONS** 

Fee

**Total Fee** 

1.000.00

Percent Complete

75.00

Total Earned

750.00

Previous Fee Billing

0.00

Current Fee Billing

750.00

**Total Fee** 

\_\_\_\_

750.00

\$750.00

Task: 003

PROJECT ADMINISTRATION (WELL & WTP)

Total this task

Total this task

\$0.00

Task: 004

WELL CONSTRUCTION ADMINISTRATION SRVCS.



Item 145-20

CEC D 4 20112

WELL #3 & WTP UPGRADE FOR THE VISTAS Invoice No:#6031825 Project: 961504.069 75.00 5.00 **Total Earned** Percent Complete Previous Fee Billing 0.00 75.00 **Current Fee Billing** 75.00 **Total Fee** Total this task \$75.00 Task: 004 WELL CONSTRUCTION ADMINISTRATION SRVCS. Total this task \$0.00 Task: 005 WATER PLANT DESIGN AND PERMITTING Total this task \$0.00 Task: 006 CONSTRUCTION BID DOCUMENTS \$0.00 Total this task Task: 007 **ELECTRICAL ENGINEERING SERVICES** \$0.00 Total this task Task: 008 CONSTRUCTION ADMINISTRATION SERVICES Total this task \$0.00 Task: 999 REIMBURSABLES Reimbursable Expense TAV/Reproductions 7.38 10/28/02 C & S REPROGRAPHIC & Bid docs **COPY CENTER** 7.38 7.38 Total Reimbursables 089-0636-115-02-02-10605 \$7.38 Total this task

Total this invoice

#### Farner Barley and Associates Inc. **Engineers Surveyors Planners** Tavares and The Villages

Remit To: Farner Barley & Assoc. 1507 Buenos Aires Bivd. The Villages, FL 32159

UTILITIES INC.

200 WEATHERSFIELD AVENUE **ALTAMONTE SPRINGS FL 32714** 

November 15, 2002 Project No: 961504.069 Invoice No: 0031825

Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS WTP

Received executed contract on 10/22/02.

Professional services from October 23, 2002 to November 5, 2002

Task: 001

WELL DESIGN AND PERMITTING

Fee

Total Fee

2,000.00

Percent Complete

100.00

**Total Earned** 

2,000.00

Previous Fee Billing

1,500.00

**Current Fee Billing** 

500.00

**Total Fee** 

500.00

Total this task

\$500.00

Task: 002

WELL CONSTRUCTION SPECIFICATIONS

Fee

**Total Fee** 

1,000.00

Percent Complete

100.00

**Total Earned** 

1,000.00

Previous Fee Billing

750.00

Current Fee Billing

250.00

Total Fee

250.00

Total this task

\$250.00

Task: 003

PROJECT ADMINISTRATION (WELL & WTP)

Fee

Total Fee

1,500.00

j (P)

Item 145-21

JAN 0 27000

(12/13/02

Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS Invoice No: \$0032076

Task: 007 ELECTRICAL ENGINEERING SERVICES

Total this task \$0.00
Task: 008 CONSTRUCTION ADMINISTRATION SERVICES

Total this task \$0.00
Task: 999 REIMBURSABLES

Total this task

\$0.00

Total this invoice

\$750.00

(2)

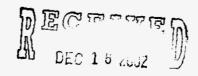
WO \$ 089.0636-115-02-02-10605

#### Farner Barley and Associates Inc. **Engineers Surveyors Planners** Tavares and The Villages

Remit To: Farner Barley & Assoc. 1507 Buenos Aires Blvd. The Villages, FL 32159

UTILITIES INC. 200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS FL 32714



December 13, 2002 Project No: 961504.069 Invoice No: 0032076

Total this task

\$0.00

Project: 961504.069

WELL #3 & WTP UPGRADE FOR THE VISTAS WTP

Received executed contract on 10/22/02.

Professional services from November 6, 2002 to December 3, 2002

Task: 001 WELL DESIGN AND PERMITTING Total this task \$0.00 Task: 002 WELL CONSTRUCTION SPECIFICATIONS Total this task \$0.00 Task: 003 PROJECT ADMINISTRATION (WELL & WTP) Fee Total Fee 1,500.00 825.00 55.00 Total Earned Percent Complete Previous Fee Billing 75.00 Current Fee Billing 750.00 750.00 **Total Fee** Total this task \$750.00 Task: 004 WELL CONSTRUCTION ADMINISTRATION SRVCS. \$0.00 Total this task Task: 005 WATER PLANT DESIGN AND PERMITTING

Tel 352-753-3114 Fax 352-753-9441

Task: 006 CONSTRUCTION BID DOCUMENTS

	Hrs x Rate	Rate	# of hrs	Name	CO#	SUB#	G/L CODE	CODE	SUBDIVISION NAME
11/04	8208	216	38	JLC	089	0667	3072014	51	LUSI - W



APR 2 1 2004

00831

### RECEIVED

APR 0 6 2004

Invoice#100039370 Customer: UTIINC Inv Date 04/05/04

Page Num: Order :

222975

Bill-to:

Ship-to:

UTILITIES, INC. 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS. FL

UTILITIES, INC. HIGHLAND POINT PLANT LAKE COUNTY

32714

Customer PO Number:DC632W Ship Date :Drp:Resle:Terms :Ship Via :Slspr Num:Due Date : 04/02/04 : N : N : NET 30-DAY :SERVICE : 9 :05/05/04 : :Unit Extended Qty Ordered : Qty Shipped: Item Number :Price : X: :Qtv Backord:Description 3/17/04 SERVICE TO PICK UP SPARE MOTOR AND INSTALL ON motor resolvating PUMP AND TO TAKE MOTOR IN FOR REPAIR SERVICE CALL LABOR 1.00 1.00 450.000 450.00 0.00 3/17 HIGHLAND POINT N MEN & TRUCK 4/1/04 SERVICE TO TAKE 75HP SPARE MOTOR TO CRESCENT BAY 089-0632-3113025 BUILDING 1.00 SERVICE CALL LABOR 1.00 0.00 4/1 HIGHLAND POINT 150.000 150.00 MEN & TRUCK 1.00 1.00 MOTOR REWIND 1594.33 1594.330 0.00 & BEARINGS ON 75HP

SERVICE CHARGES of 1.5% per month, or the maxium allowed by law will be added to any past due balances. Also added will be all cost, including reasonable attorney fees, whether suit be brought or not, if the charges due hereunder are not discharged within (30) days of date of invoice and counsel shall be BALANCE DUE SHOWN BELOW : employed herein.

LOCKE WELL AND PUMP COMPANY 3685 OLD WINTER GARDEN ROAD ORLANDO, FLORIDA 32805

FAX: 407/578-1840 407/299-8888

Tax ID 59-1034242

Subtotal Sales Tax Freight Invoice Total:

Payment Balance

2194.33: 111.60:

0.00: 2305.93 :

061671; **61674** 

\$ B

ENTERED AUG 2 4 2004

RECEIVED AUG 0 9 2004

Invoide#00039697 Customer: UTIINO Inv Date: 08/06/04 Page Num:

Order :

225648

Bill-to:

UTILITIES, INC. 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL

Ship-to:

LAKE COUNTY HIGHLAND POINT UTILITIES INC.

32714

Customer PO Number: BG632W

:Ship Via :Slspr Num:Due Date : Ship Date :Drp:Resle:Terms

08/05/04 : N : N : NET 30-DAY : SERVICE : 9 :09/05/04 :

Oty Ordered : Oty Shipped: Item Number : X: :Oty Backord:Description :Price Amount

motor rewirding 7/20-SERVICE TO PICK UP MOTOR AT CRESCENT BAY BUILDING &

CHANGE OUT & TAKE GOHP MOTOR IN FOR REWIND.

1.00 1.00 MOTOR REWIND 1349.00 60HP US & BEARINGS 1349.000 0.00 1.00 SERVICE CALL LABOR 1.00 N 550.00 0.00 7/20 HIGH-PT EXCHANGE 550.000 MEN & TRUCK 1.00 1.00 SERVICE CALL LABOR 100.00 100.000 0.00 8/5 CRES.BAY MOTOR

089-0632-2113025

MEN & TRUCK

SERVICE CHARGES of 1.5% per month, or the maxium allowed by law will be added to any past due balances. Also added will be all cost, including reasonable attorney fees, whether suit be brought or not, if the charges due hereunder are not discharged within (30) days of date of invoice and counsel shall be BALANCE DUE SHOWN BELOW : employed herein.

LOCKE WELL AND PUMP COMPANY Subtotal 1999.00: Sales Tax 94.43: 3685 OLD WINTER GARDEN ROAD 0.00: Freight ORLANDO, FLORIDA 32805 2093.43 : Invoice Total:

Payment FAX: 407/578-1840

Balance

.......... €2093.43 ±

407/299-8888 Tax ID 59-1034242

051671; **61674** 

30

ENTERED AUG 2 4 2004

### RECEIVED

Invoice#: 00039699 Customer: UTIINC Inv Date: 08/06/04

Page Num:

Order 225668

AUG 0 9 2004

Bill-to:

Ship-to:

UTILITIES, INC. 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS. FL

LAKE COUNTY LAKE CRESCENT HILLS

32714

Customer PO Number: BG665U

Ship Date :Drp:Resle:Terms :Ship Via :Slspr Num:Due Date : 08/06/04 : N : N :NET 30-DAY :SERVICE :

Oty Ordered : Oty Shipped: Item Number : Hoit Extended :Qty Backord:Description :Price Amount

8-5	DELIVER NEW	40HP US I	MOTOR TO CRESCENT BAY E	BUILDING	motor	ودالمارده
	1.00	1.00	40HP US 1775RPM MOTOR	1967.000	Υ	1967.00
	2.00	2.00 0.00	100AMP FUSES	32.000	Υ	64.00
	1.00	1.00	SERVICE CALL LABOR 7/21 P/U-INSTALL LKCR MEN & TRUCK	550.000	N	550.00
	1.00		SERVICE CALL LABOR 8/5 LAKE CRES-DEL MTR MEN & TRUCK	100.000	N	100.00

089-0665-3113025

SERVICE CHARGES of 1.5% per month, or the maxium allowed by law will be added to any past due balances. Also added will be all cost, including reasonable attorney fees, whether suit be brought or not, if the charges due hereunder are not discharged within (30) days of date of invoice and counsel shall be BALANCE DUE SHOWN BELOW : employed herein.

LOCKE WELL AND PUMP COMPANY 3685 OLD WINTER GARDEN ROAD ORLANDO, FLORIDA 32805

FAX: 407/578-1840

407/299-8888 Tax ID 59-1034242

Subtotal 2681.00: Sales Tax 142.17 : Freight 0.00:

Invoice Total: 2823.17 : Payment

0.00-: Balance 2823.17

Michelle-Invoice copples invoice

3 60 62 Invoice:00039797

> Customer: UTIINC Inv Date: 09/15/04 Page Num: 1

> Order : 22608S

Bill-to:

Ship-to:

UTILITIES, INC. 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL

UTILITIES, INC. LAKE RIDGE PLANT LAKE COUNTY

32714

Customer PO Number: BG634

Ship Date :Drp:Resle:Terms :Ship Via :Slspr Num:Due Date : 09/07/04 : N : N :NET 30-DAY :SERVICE : 9 :10/15/04 :

Qty Ordered :Qty Shipped:Item Number :Unit : :T: Extended :Qty Backord:Description :Price : :X: Amount

8/16/04 SERVICE TO PICK MOTOR & INSTALL AND TO TAKE OLD

MOTOR TO MOTOR SHOP

Tax ID 59-1034242

1.00

1.00 SERVICE CALL LABOR 0.00 8/16 LAKE RIDGE 650.000 N 650.00

MEN & TRUCK

9/1/04 SERVICE TO DELIVER SPARE MOTOR TO CRESCENT BAY

BUILDING

1.00 SERVICE CALL LABOR 1.00

> 0.00 9/1 LAKE RIDGE 150.000 150.00

MEN & TRUCK

1.00 MOTOR REWIND

0.00 75HP REWIND & BEARING 1585.000 Y

1585.00

SERVICE CHARGES of 1.5% per month, or the maxium allowed by law will be added to any past due balances. Also added will be all cost, including reasonable attorney fees, whether suit be brought or not, if the charges due hereunder are not discharged within (30) days of date of invoice and counsel shall be employed herein. BALANCE DUE SHOWN BELOW:

\_\_\_\_\_\_ 

 Subtotal
 :
 2385.00 :

 Sales Tax
 :
 110.95 :

 Freight
 :
 0.00 :

 Invoice Total:
 2495.95 :

 Payment
 :
 0.00 :

 Balance
 :
 2495.95 :

 LOCKE WELL AND PUMP COMPANY 3685 OLD WINTER GARDEN ROAD ORLANDO, FLORIDA 32805 FAX: 407/578-1840 407/299~8888

Invoice :00039801 Customer: UTIINC Inv Date: 09/15/04 Page Num: 1

the second

Order : 22615S

750.00

Bill-to:

Ship-to:

UTILITIES, INC. 200 WEATHERSFIELD AVENUE 200 WEATHERST TO ALTAMONTE SPRINGS, FL 32714 LAKE COUNTY

UTILITIES, INC. LAKE LOUISA PUMP STATION

Customer PO Number: BG675W

1.00

Ship Date :Drp:Resle:Terms :Ship Via :Slspr Num:Due Date : 09/09/04 : N : N :NET 30-DAY :SERVICE : 9 :10/15/04 :

Qty Ordered :Qty Shipped:Item Number :Unit : :T: Extended :Qty Backord:Description :Price : :X: Amount

9/7/04 SERVICE TO PICK UP NEW MOTOR & INSTALL ON HIGH

SERVICE PUMP #1 AND TO TAKE MOTOR TO MOTOR SHOP

1.00 SERVICE CALL LABOR 0.00 9/7 LK LOUISA PUMP ST 750.000 N

MEN & TRUCK

125HP U.S. 1785RPM F405 TP, RU S.E. MOTOR W/1-1/2" DRIVER

1.00 125HP U.S. MOTOR 1.00

0.00 AS ABOVE 4525,000 Y 4525.00

SERVICE CHARGES of 1.5% per month, or the maxium allowed by law will be added to any past due balances. Also added will be all cost, including reasonable attorney fees, whether suit be brought or not, if the charges due hereunder are not discharged within (30) days of date of invoice and counsel shall be employed herein. BALANCE DUE SHOWN BELOW:

 Subtotal
 :
 5275.00 :

 Sales Tax
 :
 316.75 :

 Freight
 :
 0.00 :

 Invoice Total:
 5591.75 :

 Payment
 :
 0.00 :

 Balance
 :
 5591.75 :

 LOCKE WELL AND PUMP COMPANY 3685 OLD WINTER GARDEN ROAD ORLANDO, FLORIDA 32805

FAX: 407/578-1840 407/299-8888

Tax ID 59-1034242

R (B)

R65771

ENTERED DULL 2 % 2004

# THOMPSON Electric Company

COT -6 209 FLECTRICAL CONTRACTORS P.O. BOX 1478

PHONE (407) 365-6666 WINTER PARK, FLORIDA 32790 WIRING AND REPAIRING FAX (407) 365-9358

08189

YOUR ORDER NO.

OUR ORDER number 04/159

OUR ORDER NO

TO

Utilities, Inc. of Florida 200 Weathersfield Ave. Altamonte Springs, Fl. 32714 **FOR** 

Lake Groves "tilities Service call to HSP # 4.

Ordered By: Bryan G. 8-6-04

UNITS	ARTICLES	EACH	AMOUNT
	Labor and materials to Replace 2 - pole Contact kit in shorting contactor of Size 4 RVAT Starter.		
	Replace Auto Transformer of RVAT Starter	LTYS ?	
	Contract Price \$ 3,084.00	(abort	2
	100% Complete	ic.	
	Amount due	$\mathbb{W}$	\$3,084.00
	Contract Price \$ 3,084.00  100% Complete Cladrical Market Grant Contract Market Grant Co	<b>†</b>	B
	089-0675-3113025=3,084.00 089-0675-3113025= <b>\(\frac{3}{0},022.00\)</b> 089-0675-1083025=\(\frac{3}{0},022.00\)		
	(0\$9.08.75/8112025)		
	Sub # 689 Water Sewer or Both (Circle One)  Sub Name		
	[Date (Cottos		i

THOMPSON Electric Company

ELECTRICAL CONTRACTORS P.O. BOX 1478

PHONE (407) 365-6666 WINTER PARK, FLORIDA 32790 WIRING AND REPAIRING FAX (407) 365-9358

DATE Sept.30,2004
YOUR ORDER NO.
OUR ORDER number 04/159

TO

Utilities, Inc. of Florida 200 Weathersfield Ave. Altamonte Springs, Fl. 32714 **FOR** 

Lake Groves "tilities Service call to HSP # 4.

Ordered By: Brian G. 8-6-04

UNITS	ARTICLES	EACH	AMOUNT
	Labor and materials to Replace 2 - pole Contact kit in shorting contactor of Size 4 RVAT Starter.		
ļ	Replace Auto Transformer of RVAT Starter.		
	Contract Price \$ 3,084.00		
	100% Complete		
	Amount due		\$3,084.00
	<b>.</b>		

PECEIVED

# Aabot Fence Inc.

653 North Goldenrod Road Orlando, FL 32807 JAH 0 4 2605

Invoice

TLITIES, IN

12/29/2004) 4 4

Bill To

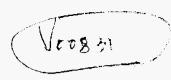
Utilities Inc. of Florida 200 Weatherfield Ave Altamonte Springs, FL 32717 V18025

	_			·	
		P.O. No.	Terms	Pro	ject
	·		Due on receipt	Lake County	- Lift Station #1
Quantity		Description		Rate	Amount
61-403	Al Bark : 6	Il galvanized chai one 10' wide x 6'	in link fence around the	of 6	2,840.00
NN OF O	089.0675- 089-0675- 089-0675	304302	07	2 2 11blos	
Phone #	Fax#				
407-207-444	01 407-207-440	2	•	Total	\$2,840.00

of

ENTERED

NOV - 3 2004



001 04 2004

Invoice#: 00039851 Customer: UTIING Inv Date: 09/20/04 Page Num: Order : 22627

Bill-to:

UTILITIES, INC. 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL

Ship-to:

LAKE COUNTY LAKE LOUISA UTILITIES INC.

32714

Customer PO Number: B6675

:Ship Via :Slspr Num:Due Date : Ship Date :Drp:Resle:Terms

09/28/04 : N : N : NET 30-DAY : B/W : 9 :10/20/04 :

Oty Ordered : Oty Shipped: Item Number :Unit :Price : X: :Oty Backord:Description : Amount MOTOR REPAIR 1.00 1.00 0.00 125 HP NHS / 2668.000 Υ 2668.00 1.00 SERVICE CALL LABOR 1.00 0.00 MOTOR CREASANT BAY 312.500 N 312.50 MEN & TRUCK

dust o labor

089-0675-7113025

SERVICE CHARGES of 1.5% per month, or the maxium allowed by law will be added to any past due balances. Also added will be all cost, including reasonable attorney fees, whether suit be brought or not, if the charges due hereunder are not discharged within (30) days of date of invoice and counsel shall be BALANCE DUE SHOWN BELOW : employed herein.

LOCKE WELL AND PUMP COMPANY 3685 OLD WINTER GARDEN ROAD ORLANDO, FLORIDA 32805

FAX: 407/578-1840 407/299-8888 Tax ID 59-1034242

Subtotal Sales Tax Freight Invoice Total: ,

Payment Balance

COURTESY COPY

2980.50: 186.76: 0.00:

3167.26 : --0-00-1

3167.26 :

Item 147 2004 Close Work Order Work Order 89.660.115.03.02

	LOUB	T 141/0	Doografian		CD	CDLodger	Status
CO	SUB	W/O	Description	DR	CR	CP Ledger	Status
89	660		CAP TIME-2004	634.5		12.31.04	Attached
89	660		CAP TIME-2003	57.25		12.31.03	Attached
89	660		CLOSE W/O		691.75		
89	660	115.03.02				ļ <u>.</u>	
89	660	115.03.02		814			Attached
89	660		CLOSE W/O		814		****
89	660	115.03.02					
89	660	115.03.02					
89	660	115.03.02					
89	660		48467*13098*CPH ENGI	1,500.00		12.31.04	Attached
89	660		48622*13098*CPH ENGI	300		12.31.04	Attached
89	660		51497*13098*CPH ENGI	900		12.31.04	Attached
89	660		52245*13098*CPH ENGI	9,602.00		12.31.04	Attached
89	660		55273*13098*CPH ENGI	4,717.10		12.31.04	Unable to obtain at this time
89	660	115.03.02	57731*13098*CPH ENGI	1,306.59		12.31.04	Attached
89	660	115.03.02	62251*16197*ODYSSEY	37,810.00		12.31.04	Attached
89	660	115.03.02	CLOSE W/O		56,135.69		
89	660	115.03.02					
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89	660	115.03.02		57,641	57,641		
لــــّـــا				/			

Sub	Subdivision Name	Type	Prj	Project Description	Account Number	Initials	Hours		Amount	Rate
660	Lake Utilities	Water	115	Water Project	89.660.115.03.02	SLH PCF		20 1	570.00 64.50	28.5 64.5
									634.50	

Sub Subdivision Name Type Prj Project Description Account Number Initials Hours Amount Rate
660 Lake Utilities Water 115 Water Project 89.660.115.03.02 PCF 1 57.25 57.25

7/15/2004 4:30 PM 12/30/2004

		INTEREST	INTEREST CALCULATED	co	SUB	ACCOUNT		12/30/2003													
SUBDIVISIO			EOR DEC 2004	ZO.	SQ	ACCOUNT NO.	SERVICE		ADDITIONS	ADDITIONS FEBRUARY	ADDITIONS :	ADDITIONS APRIL									CP LEDGER
LUSI	Conversion to bleach facilities	814 00	814.00	089		115-03-02			0.00	0.00	1,500.00		MAY 10,502.00	JUNE 4,717.10	JULY 1.306.59	AUGUST 37,810.00	SEPT 0.00	OCT 0.00	0.00 20V	DEC	BALANCE 56.192.94
									0.00	0.00	12.00	14.00	93.00	129.00	140.00	426.00	0.00	0.00	0.00	0.00	 30,132,34
									57.25	57.25	1,569.25	1,883.25	12,478.25	17,324.35	18,770.94	57,006.94	57,006.94	57,006.94	57,006.94	57,006.94	

<sup>|</sup> IDC INTEREST RATES; | 1 LUI: LAKE CO | 9.03% SUBS: 627-628, 631-634, 636,660-667, 675

13 (CP)

048467 48467

Item 147-4



V13098



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

March 18, 2004

Mr. David Orr Utilities, Inc. 200 Wethersfield Ave. Altamonte Springs, FL 32714 RECEIVED

MAR 2 2 2004

Re:

Miscellaneous Services on Small Projects. CPH Job No (U0706.06 3.4397

David A. Sheisching

Invoice #24397

# REIMBURSEMENT FOR APPLICATION FEES PAID ON BEHALF OF CLIENT SERVICES OUTSIDE OF CONTRACT SCOPE

Services:	Payment of fees on behalf of Client as listed below:
	Fayment of fees on benaff of Chent as fisted below:  NO ME  THE THE  For Orange Water Plant Specific Water Permit \$300.00  For Crescent Hills Specific Water Permit \$300.00  For Crescent West Specific Water Permit \$300.00  For Crescent West Specific Water Permit \$300.00  For Highland Point Specific Water Permit \$300.00
To the FDEP f	or Orange Water Plant Specific Water Permit
10 me PDEF 1	or Lake Crescent Hills Specific Water Permit
	or Crescent Bay Specific Water Permit
	or Crescent West Specific Water Permit \$300.00
10 me FDEF 1	or Highland Point Specific Water Permit
	WO#089-0660-115-03-02-10306 Just
considered "ex	ses advanced on behalf of Client are not included in our scope of services and are stra" to the engineering fee. Said fees have been advanced as a courtesy to Client and to essing of the specific request. Please reimburse promptly.
	nt of This Invoice

Vendor ID:

031704CB

F00266

FL Dept. of Environmental Protection

Check #: 11463 Date: 03/18/2004

Check Amount:

300.00

Date Invoice #

03/18/2004

\$300.00

Invoice Amount

Gross Payment \$300.00

Discount

Net Payment Notes

\$300.00

B ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPHINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES &

CPH ENGINEERS, INC.

P.O. BOX 2808 SANFORD, FLORIDA 32772-2808 PHONE (407) 322-6841

SUNTRUST SANFORD, FL

NUMBER

114634

63-215/631

DATE

03/18/2004

**AMOUNT** 

\$300.00

THE SUM OF THREE HUNDRED DOLLARS 00/100 ONLY

PAY TO THE **ORDER** 

FL Dept. of Environmental Protection

CPH ENGINEERS, INC.

II THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT &

#OO114634# #O63102152#0001604751220#

CPH ENGINEERS, INC. P.O. BOX 2806 • SANFORD, FLORIDA 32772-2806 • PHONE 407/322-6841

114634

/endor ID:

F00266

FL Dept. of Environmental Protection

Check Amount:

300.00

Check #: 114634 Date: 03/18/2004

nvoice # 31704CB

Date 03/18/2004

Invoice Amount

\$300.00

**Gross Payment** \$300.00 Discount

Net Payment Notes

\$300.00

Vendor ID: F00266

FL Dept. of Environmental Protection

Check Amount:

300.00

Check #: 11463

Date: 03/18/2004

Invoice #

031704CB

03/18/2004

Date

invoice Amount

\$300.00

**Gross Payment** \$300.00

Discount

Net Payment Notes

\$300.00

D ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPHINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES &

CPH ENGINEERS, INC.

P.O. BOX 2808 SANFORD, FLORIDA 32772-2808 PHONE (407) 322-6841

SUNTRUST SANFORD, FL

114634

63-215/631

DATE

03/18/2004

**AMOUNT** 

NUMBER

\$300.00

114634

THE SUM OF THREE HUNDRED DOLLARS 00/100 ONLY

PAY TO THE ORDER OF

FL Dept. of Environmental Protection

CPH ENGINEERS, INC.

B THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT. B

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CPH ENGINEERS, INC. RO. BOX 2808 • SANFORD, FLORIDA 32772-2808 • PHONE 407/322-6841

Check Amount:

/endor ID:

nvoice #

131704CB

300.00

FL Dept. of Environmental Protection

Date 03/18/2004

F00266

Invoice Amount

\$300.00

Gross Payment \$300.00

Discount

Net Payment Notes \$300.00

REDACTE Date: 03/18/2004

Check #: 114634

SF4001-1

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 407-877-2299

GYTTR#0010009 L97LC002778

STEROUSA SESLECT CRESCENCES 12/01)

Vendor ID:

Invoice #

031704CW

F00266

FL Dept. of Environmental Protection

Check Amount:

300.00

Date

03/18/2004

Invoice Amount

\$300.00

**Gross Payment** \$300.00 Discount

Net Payment Notes

\$300.00

6 ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLÉTE SECURITY FRATURES 6

CPH ENGINEERS, INC. P.O. BOX 2808

SANFORD, FLORIDA 32772-2808 PHONE (407) 322-6841

SUNTRUST SANFORD, FL

NUMBER

114635

Check #: 114635

Date: 03/18/2004

63-215/637

DATE

03/18/2004

**AMOUNT** 

\$300.00

THE SUM OF THREE HUNDRED DOLLARS 00/100 ONLY

PAY TOTHE ORDER

OF

FL Dept. of Environmental Protection

CPH ENGINEERS, INC.

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CPH ENGINEERS, INC. P.O. BOX 2808 • SANFORD, FLORIDA 32772-2808 • PHONE 407/322-6841

Vendor ID:

F00266

FL Dept. of Environmental Protection

Check Amount:

300.00

nvoice #

Date

114635

Check #: 114635

Date: 03/18/2004

331704CW

03/18/2004

Invoice Amount \$300.00

Gross Payment \$300.00 Discount

Net Payment Notes

\$300.00

Vendor ID: F00266

Check Amount:

300.00

FL Dept. of Environmental Protection

Check #: 114636 Date: 03/18/2004

114636

Invoice # 031704HP

Date

03/18/2004

\$300.00

Invoice Amount Gross Payment \$300.00

Discount

Net Payment Notes

\$300.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES &

CPH ENGINEERS, INC. P.O. BOX 2808

SANFORD, FLORIDA 32772-2808 PHONE (407) 322-6841

SUNTRUST SANFORD, FL

NUMBER

114636

63-215/631

DATE

AMOUNT

03/18/2004

\$300.00

THE SUM OF THREE HUNDRED DOLLARS 00/100 ONLY

PAY TOTHE ORDER

FL Dept. of Environmental Protection

CPH ENGINEERS, INC.

Check #: 114636

Date: 03/18/2004

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CPH ENGINEERS, INC. P.O. BOX 2808 • SANFORD, FLORIDA 32772-2808 • PHONE 407/322-6841

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31704HP

Check Amount:

/endor ID: F00266

FL Dept. of Environmental Protection

300.00

nvoice # Date

03/18/2004

Invoice Amount

**Gross Payment** \$300.00 \$300.00

Discount

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Net Payment Notes

\$300.00

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TO REORDER, CALL YOUR LOCAL SAPEGUARD DISTRIBUTOR AT 407-877-2296

GYTTRE6016060 LE7LC662779

afeguard (1010 USA SESLESS CH/S051155 12 21)

Vendor ID:

F00266

FL Dept. of Environmental Protection

Check Amount:

Invoice #

031704Lk

300.00

Date

03/18/2004

Invoice Amount

\$300.00

**Gross Payment** \$300.00 Discount

Net Payment Notes

\$300.00

B ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES

CPH ENGINEERS, INC. P.O. BOX 2808 SANFORD, FLORIDA 32772-2808 PHONE (407) 322-6841

SUNTRUST

SANFORD, FL

NUMBER

114637

Check #: 114637

Date: 03/18/2004

63-215/631

DATE

**AMOUNT** 

03/18/2004

\$300.00

THE SUM OF THREE HUNDRED DOLLARS 00/100 ONLY PAY

TO THE ORDER OF

FL Dept. of Environmental Protection

CPH ENGINEERS, INC.

à THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT. II #00114637#

CPH ENGINEERS, INC. P.O. BOX 2808 • SANFORD, FLORIDA 32772-2808 • PHONE 407/322-6841

EDACTED

114637

Check #: 114637

Date: 03/18/2004

Vendor ID:

F00266

FL Dept. of Environmental Protection

Check Amount:

300.00

Invoice Amount

**Gross Payment** 

Discount

Net Payment Notes

\$300.00

involce # 031704Lk Date

03/18/2004

\$300.00

\$300.00

SF4001-1

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 407-877-2298

GYTTR80010000 L97LC002779

Safeguard (2010-054 SPS1265 6475081125 (201)

Vendor ID: F00266

Check Amount:

Invoice #

0317040WP

FL Dept. of Environmental Protection

300.00

Date 03/18/2004

Invoice Amount \$300.00

Gross Payment \$300.00

Discount

Net Payment Notes

\$300.00

8 ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPAINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES .

CPH ENGINEERS, INC. P.O. BOX 2808 SANFORD, FLORIDA 32772-2808 PHONE (407) 322-6841

SUNTRUST SANFORD, FL

NUMBER

114638

Check #: 114638

Date: 03/18/2004

63-215/631

DATE

AMOUNT

03/18/2004

\$300.00

THE SUM OF THREE HUNDRED DOLLARS 00/100 ONLY

PAY TOTHE ORDER OF

FL Dept. of Environmental Protection

CPH ENGINEERS, INC.

& THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT. & #CO114638#

CPH ENGINEERS, INC. P.O. BOX 2808 • SANFORD, FLORIDA 32772-2808 • PHONE 407/322-6841

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114638

Vendor ID:

Invoice #

031704OWP

F00266

FL Dept. of Environmental Protection

Check Amount:

300,00

Date

03/18/2004

Invoice Amount

\$300.00

Gross Payment \$300.00

Discount

Net Payment Notes

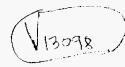
\$300.00

Check #: 114638 Date: 03/18/2004

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ENTERED APR 0 5 2004

Utilities, Inc. 200 Wethersfield Ave. Altamonte Springs, FL 32714





CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

Attention: Invoice No: David Orr

24086-

± U0729/24086

Project No? Re:

CR 561 WTP

March 11, 2004

MAR 26 2004 Billing through February 29, 2004

PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 24086

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$5,502.50

34.34

**CURRENT INVOICE TOTAL** 

\$5,536.84

CPH ENGINEERS, INC.

089-0667-115-03-01-10305

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

\$42,791.00 11,898.04

Total Billing to Date Less Amounts Received

\$54,689.04 -49,152.20

TOTAL DUE

\$5,536.84

Statement of Account

Invoice # Date 0 - 30 31 - 60 61 - 90 91 - 120 121+ 24086 03/11/2004 \$5,536.84 Subtotal: \$5,536.84

Total AR \$5,536.84

\$5,536.84

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

March 11, 2004

Invoice No: 24086

Project No: U0729

Professional services rendered through February 29, 2004

INVOICE

CR 561 WTP

Classification	Hours	Labor Cost
Design Engr. EIT	4.75	\$332.50
Design Tech	5.50	\$385.00
Principal	13.00	\$1,365.00
Prof.Engineer	36.00	\$3,420.00
Total Labor Charges		\$5,502.50
Blueprints Xerox Phone		1.92 1.00
Mileage		0.39 31.03
Total Out of Book 4 7		
Total Out of Pocket Expenses		\$34.34
Invoice Total		\$5,536.84

•

200 Wethersfield Ave.

Altamonte Springs, FL 32714





CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

Attention: Invoice No: David Orr

24088

MAR 26 2004

March 11, 2004

Billing through February 29, 2004

Project Noy

Re:

上U0745/2460

Weathersfield Storage Tank Replacement

\*\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 24088

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$7,043.75

13.20

**CURRENT INVOICE TOTAL** 

\$7,056.95

CPH ENGINEERS, INC.

WO # 090-0602-115-03-02-10112

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

\$16,023,75 49.45

Total Billing to Date Less Amounts Received

\$16,073.20

-9,016.25

TOTAL DUE

\$7,056.95

Statement of Account

Invoice # Date 0 - 30 31 - 60 61 - 90 91 - 120 121 + Total AR 24088 03/11/2004 \$7,056.95 \$7,056.95 Subtotal: \$7,056.95 \$7,056.95

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

March 11, 2004

Invoice No: 24088

Project No: U0745

Professional services rendered through February 29, 2004

INVOICE

Weathersfield Storage Tank Replacement

Classification	Hours	Labor Cost
Design Tech	74.50	\$5,215.00
Prof.Engineer	19.25	\$1,828.75
Total Labor Charges		\$7,043.75
31ueprints		13.20
		13.20
otal Out of Pocket Expenses		\$13.20
Involce Total		\$7,056.95

.

200 Wethersfield Ave.

Altamonte Springs, FL 32714%



Billing through February 29, 2004

CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

Attention:

Re:

David Orr

Invoice No:

24087\_

MAR 26 2364 March 11, 2004

Project No: (#-U0739 240 87

Work Order ID#1621 - Alafaya Digester Replacement

PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 24087

ild Kun

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$7,120.00

53.79

**CURRENT INVOICE TOTAL** 

\$7,173.79

CPH ENGINEERS, INC.

WO \$ 067-0647-116-03-09-20112

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

\$17,948.75 72.20

Total Billing to Date

\$18,020.95

Less Amounts Received

-10,847.16

TOTAL DUE

\$7,173.79

Statement of Account

Invoice # Date 0 - 30 24087 03/11/2004 \$7,173.79 Subtotal \$7,173.79

31 - 60

61 - 90

91 - 120

121 ◆

Total AR

13 3/3/10

\$7,173.79

\$7,173.79

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

March 11, 2004

Invoice No: 24087

Project No: U0739

Professional services rendered through February 29, 2004

INVOICE

Work Order ID#1621 - Alafaya Digester Replacement

Classification	Hours	Labor Cost
CADD Operator	0.50	<b>ድ</b> ስር ሰብ
Design Engr. EIT		\$25.00
	71.50	\$5,005.00
Prof.Engineer	22.00	\$2,090.00
Total Labor Charges		\$7,120.00
Blueprints Xerox Phone Mileage		4.80 0.80 0.73 47.46
tal Out of Pocket Expenses		\$53.79
voice Total		\$7,173,79

\_,**k** 

13098



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

March 23, 2004

Mr. David Orr Utilities, Inc. 200 Wethersfield Ave. Altamonte Springs, FL 32714 RECEIVED

Re:

Weathersfield Storage Tank Replacement. CPH Job No \$10745 24431

Invoice #24431

### REIMBURSEMENT FOR APPLICATION FEES PAID ON BEHALF OF CLIENT SERVICES OUTSIDE OF CONTRACT SCOPE

Services:

Payment of fees on behalf of Client as listed below:

To the FDEP for Specific Purpose Water Permit to Replace Ground Storage Tank ......\$500.00

Application fees advanced on behalf of Client are not included in our scope of services and are considered "extra" to the engineering fee. Said fees have been advanced as a courtesy to Client and to expedite processing of the specific request. Please reimburse promptly.

WO#090-0602-115-03-02-10112

Amount of This Invoice ......\$500.00

(Copy of check attached)

A. Sherach jg CPH Engineers, Inc.



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

March 18, 2004

Mr. David Orr Utilities, Inc. 200 Wethersfield Ave. Altamonte Springs, FL 32714

RECEIVED

MAR 24 2004

Re:

Weathersfield Storage Tank Replacement.

CPH Job No. U0745

Invoice #24398

### REIMBURSEMENT FOR APPLICATION FEES PAID ON BEHALF OF CLIENT SERVICES OUTSIDE OF CONTRACT SCOPE

Services: Payment of fees on behalf of Client as listed below:

Herach pg

Application fees advanced on behalf of Client are not included in our scope of services and are considered "extra" to the engineering fee. Said fees have been advanced as a courtesy to Client and to expedite processing of the specific request. Please reimburse promptly.

CPH Engineers, Inc.

Date: 03/18/2004

CPH ENGINEERS, INC. P.O. BOX 2808 • SANFORD, FLORIDA 32772-2808 • PHONE 407/322-6841

Vendor ID:

ORIGINAL DOCU

FL Dept. of Environmental Protection

Check Amount:

500.00

Invoice # 031804

03/18/2004

Date

Invoice Amount

\$500.00

**Gross Payment** \$500.00

Discount

Net Payment Notes

\$500.00

Shis was billed on billed

**SUNTRUS** SANFORD, FL

NUMBER

JOID NEED \$1,000.

DATE

TED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES | 0

10745

AMOUNT

03/18/2004

THE SUM OF FIVE HUNDRED DOLLARS 00/100 ONLY

PAY TO THE ORDER OF

FL Dept. of Environmental Protection

P.O. BOX 2808 • SANFORD, FLORIDA 32772-2808 • PHONE 407/322-6841

Vendor ID: F00266 .

Invoice #

031804

PAY TO THE

OF

ORDER

FL Dept. of Environmental Protection

Check Amount:

1,000.00

Date

Invoice Amount

03/18/2004

\$1,000.00

**Gross Payment** \$1,000.00

Discount

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES . . .

Net Payment Notes

\$1,000.00

RECEIVED

MAR 2 4 2004

CPH ENGINEERS, INC.

P.O. BOX 2808 SANFORD, FLORIDA 32772-2808 PHONE (407) 322-6841

SUNTRUST

SANFORD, FL

NUMBER

Check #: 114723

Date: 03/22/2004

63-215/631

DATE

**AMOUNT** 

03/22/2004

\$1,000.00

CPH ENGINEERS, INC.

FL Dept. of Environmental Protection

THE SUM OF ONE THOUSAND DOLLARS 00/100 ONLY

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CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

March 23, 2004

RECEIVED

Mr. David Orr Utilities, Inc. 200 Wethersfield Avenue Altamonte Springs, FL 32714

Re:

Weathersfield Storage Tank Replacement,

CPH Job No. U0745

Dear Mr. Orr:

Attached please find Invoice #24431 in the amount of \$500.00 pertaining to the above referenced Job Number. On March 18, 2004, we sent you Invoice No. 24398 in the amount of \$1,765.10. The \$500.00 amount should have been \$1,000.00, copies of voided check and newly issued check to the FL Dept. of Environmental Protection attached. We are issuing you a new Invoice #24431 to reflect the additional \$500.00 charge.

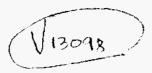
If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

Patti Grove

Accounting Department

Attachments





CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

March 23, 2004

Mr. David Orr Utilities, Inc. 200 Wethersfield Ave. Altamonte Springs, FL 32714 RECEIVED MAR 24 2004

Re:

Weathersfield Storage Tank Replacement. CPH Job Nor U0745/24432

**Invoice #24432** 

## REIMBURSEMENT FOR APPLICATION FEES PAID ON BEHALF OF CLIENT SERVICES OUTSIDE OF CONTRACT SCOPE

Services:	Payment of fees on behalf of Client as listed below:	
To Seminole	County for Storage Tank Permit	\$200.00
considered "	fees advanced on behalf of Client are not included in our scopextra" to the engineering fee. Said fees have been advanced as a concessing of the specific request. Please reimburse promptly.	
(	104-090-06-02-115-03-02-10113	
	ount of This Invoice	\$200.00

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CPH Engineers, Inc.

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Vendor ID:

Invoice #

032204

S00252

Seminole County

Check Amount:

200.00

Date 03/22/2004

Invoice Amount

\$200.00

**Gross Payment** \$200.00

Discount

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Net Payment Notes

\$200.00

RECEIVED

MAR 2 4 2004

CPH ENGINEERS, INC.

P.O. BOX 2808 SANFORD, FLORIDA 32772-2808 PHONE (407) 322-6841

SUNTRUST GANFORD, FL

NUMBER

1147

1141.

Check #: 114724

Date: 03/22/2004

63-215/631

DATE

AMOUNT

03/22/2004

\$200.00

PAY TOTHE ORDER OF

THE SUM OF TWO HUNDRED DOLLARS 00/100 ONLY

Seminole County 1101 E. First Street

Sanford, FL 32771

CPH ENGINEERS, INC.

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# RECEIVED



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

MAR 16 2004

March 15, 2004

Mr. David Orr Utilities, Inc. 200 Wethersfield Ave. Altamonte Springs, FL 32714

Re:

Miscellaneous Services on Small Projects.

CPH Job No. U0706.06

Invoice #24211

#### REIMBURSEMENT FOR APPLICATION FEES PAID ON BEHALF OF CLIENT SERVICES OUTSIDE OF CONTRACT SCOPE

Services:

Payment of fees on behalf of Client as listed below:

To the Florida Department of Environmental Protection for Wedgefield Gen. Permit...... \$250.00 To the Florida Department of Environmental Protection for Lake Utilities Water Permit......\$300.00

WO & 087-0660-115-08-02-10306-\$ 200,10 WO \$ 0649 - 115-04-02 - 10512 - \$ 250.00

Application fees advanced on behalf of Client are not included in our scope of services and are considered "extra" to the engineering fee. Said fees have been advanced as a courtesy to Client and to expedite processing of the specific request. Please reimburse promptly.

Amount of This Invoice ......\$550.00

(Copy of check attached)

Lesach : pg work order for main
replacement

West Order for chlorine Conversion

work order for chlorine Conversion

CPH Engineers, Inc.

CANDON O PATTY WAS COMMON IN	CONKLIN, PORTER AND HOLMES ENGINEERS, INC. PH. 407-425-0452 1117 E. ROBINSON ST., SUITE C ORLANDO, FL 32801  PAY TO THE ORDER OF DEP  That Hunter Matternal Bank Orlando, Florida 24 Hour Information Service 1-800-755-1012  FOR LIMITAL MALL — U0701.00	DATE 2/24/04 63-761/631 BOADD \$ 250.00	

DOLLARS BETT The state of the s 63-761/631 UU400 all friends make a place and the management of the contract of 974 300.00 But well a server of the serve 60 DATE. 000 CONKLIN, PORTER AND HOLMES PH 407-425-0453 IIITE: ROBINSON ST., SUITE C ORLANDO, FL, 32801 ENGINEERS, INC. IFOO 14 7 LIP HOULE MACANA

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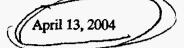
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MAY - 4 2004





CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639



Mr. David Orr Utilities, Inc. 200 Wethersfield Ave. Altamonte Springs, FL 32714 RECEIVED APR 1 4 2004

Re:

Miscellaneous Services W Small Projects as described below. CPH Job \$60 00706.06 245 89

Invoice #24589

## REIMBURSEMENT FOR APPLICATION FEES PAID ON BEHALF OF CLIENT SERVICES OUTSIDE OF CONTRACT SCOPE

Services:

Payment of fees on behalf of Client as listed below:

Motain	To Florida Dept. of Environmental Protection: Specific Water Permit for Amber Hill	,
-	To Florida Dept. of Environmental Protection: Specific Water Permit for Greater Groves	
La accioned	To Florida Dept. of Environmental Protection: Specific Water Permit for Lake Ridge	300.00
V- H-C	To FL Dept. of Environmental Protection: Specific Water Permit for Bear Lake Interconnect	1500.00 <del>*</del> 1961
404	To FL Dept. of Environmental Protection: Specific Water Permit for Bear Lake Interconnect	250.00 - Rayan
2000		2-110
المحدد	<b>}</b>	.,0
Mark.	•	
$A_i$		

Application fees advanced on behalf of Client are not included in our scope of services and are considered "extra" to the engineering fee. Said fees have been advanced as a courtesy to Client and to expedite processing of the specific request. Please reimburse promptly.

090.0616-115-04-01-10512-\$500.00

Amount of This Invoice.....

(Copies of checks attached)

CPH Engineers, Inc.

(2)

(B 1,400.00)

147-5

P.O. BOX 2808 · SANFORD, FLORIDA 32772-2808 · PHUNE 407/322-6841

Vendor ID: ' F00266

FL Dept. of Environmental Protection

Check Amount:

250.00

Check #: 115525 Date: 04/13/2004

invoice # 041304WW

Date

04/13/2004

invoice Amount \$250.00

**Gross Payment** 

\$250.00

Discount

Net Payment Notes

\$250.00

8 ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES

CPH ENGINEERS, INC.

P.O. BOX 2808 SANFORD, FLORIDA 32772-2808 PHONE (407) 322-6841

SUNTRUST SANFORD, FL

NUMBER

115525

63-215/631

DATE 04/13/2004

AMOUNT \$250.00

THE SUM OF TWO HUNDRED FIFTY DOLLARS 00/100 ONLY

PAY TO THE ORDER OF

FL Dept. of Environmental Protection

CPH ENGINEERS, INC.

Check #: 115525

Date: 04/13/2004

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\$250.00

CPH ENGINEERS, INC. P.O. BOX 2808 • SANFORD, FLORIDA 32772-2808 • PHONE 407/322-6841

REDACT

Vendor ID:

F00266

Date

04/13/2004

FL Dept. of Environmental Protection

Check Amount:

Invoice #

041304WW

250.00

Invoice Amount **Gross Payment** 

\$250.00

Discount

Net Payment Notes

\$250.00

for airport Rd. FM. Relocation

SF4001-1

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 407-877-2299

GYTWL70010008 L17LC602778

3 3 (39)

52245



200 Wethersfield Ave.
Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

AR 27 2004

Attention:

April 14, 2004
Billing through March 28, 2004

Invoice No: Project No:/

U0706.06

Re:

Miscellaneous Services on Small Projects.

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 24547

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$9,585.00

17.00

**CURRENT INVOICE TOTAL** 

\$9,602.00

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received

TOTAL DUE

\$69,621.50 12,154.34

\$81,775.84 -67,896.40

\$13,879.44

Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
24084	03/10/2004		\$4,283.66				\$4,283.66
ADVANCE	01/26/2004			\$-6.22			\$-6.22
24547	04/14/2004	\$9,602.00					\$9,602.00
	Subtotal:	\$9,602.00	\$4,283.66	\$-6.22			\$13,879.44

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

April 14, 2004

Invoice No: 24547

Project No: U0706.06

Labor Cost

Professional services rendered through March 28, 2004

INVOICE

Miscellaneous Services on Small Projects.

Services Provided This Period Include:

Sodium Hypochlorite Conversions:

\$1,843.40 · Crescent West

\$1,843.40 · Highland Point

\$1,843.40 - Oranges

\$1,843.40 - Crescent Bay

\$1,843.40 · Lake Crescent Hills

\$ 385.00 · Vistas

\$9,602.00

Classification

Invoice Total		\$9,602.00	
Total Out of Pocket Expenses		\$17.00	
Xerox Mileage		1.25 10.95	
Blueprints		4.80	
Total Labor Charges		\$9,585.00	
SR CADD Tech	65.00	\$4,355.00	
Design Tech Prof.Engineer	7.00 21.00	\$490.00 \$1,995.00	
Design Engr. EIT	37.50	\$2,625.00	
CADD Operator	1.50	\$75.00	
Clerical 11	1.00	\$45.00	

Hours

Uthities, Inc.

200 Wethersfield Ave.

Altamonte Springs, FL 3271





CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

APR 27 2004

Attention:

David Orr

Invoice No:

24548

<u>April 14, 2004</u>

Billing through March 28, 2004

Project No:

U0708

Re:

Lake Utilities Interconnect and Master Water Planning.

#### \* \* \* \* \* \* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 24548

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$335.00

2.00

**CURRENT INVOICE TOTAL** 

\$337.00

CPH ENGINEERS, INC.

Professional Fees Consultant and Out-of-Pocket Expenses

Total Billing to Date

3204080. And butter 1001

INACTIVE

PROJECT-TO-DATE

Less Amounts Received

\$210,080.00 16,836.68

\$226,916.68 -226,579.68

\$337.00

TOTAL DUE

Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
24548	04/14/2004	\$337.00					\$337.00
							φοσ1.00
	Subtotal:	\$337.00					\$337.00

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Phone: 407.322,6841 Fax: 407.330.0639

April 14, 2004

Invoice No: 24548

Project No: U0708

Professional services rendered through March 28, 2004

INVOICE

Lake Utilities Interconnect and Master Water Planning.

\$227,988.00 Fee Amount

Classification	Hours	Labor Cost
SR CADD Tech	5.00	\$335.00
Total Labor Charges		\$335.00
Xerox		2.00
Total Out of Pocket Expenses		\$2.00
Invoice Total		\$337.00

200 Wethersfield Ave.

Altamonte Springs, FL 3271





CPH Engineers, Inc.
P.O. Box 2808
Sanford, FL 32772-2808
Phone: 407.322.6841
Fax: 407.330.0639

APR 87 2004

Attention:

David O

Invoice No:

24550

Project No:

Re:

U0729

CR 561 WTP

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

April 14, 2004 Billing through March 28, 2004

**CURRENT INVOICE** 

(Invoice Number 24550

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$570.00 16.43

**CURRENT INVOICE TOTAL** 

\$586.43

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

\$43,361.00 11,914.47

Total Billing to Date

Less Amounts Received

\$55,275.47

-49,152.20

TOTAL DUE

\$6,123.27

Statement of Account

Total AR	121 +	91 - 120	61 - 90	31 - 60	0 - 30	Date	Invoice #
\$5,536.84				\$5,536.84		03/11/2004	24086
\$586.43					\$586.43	04/14/2004	24550
		<del></del>					
\$6,123.27				\$5,536.84	\$586.43	Subtotal:	

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

April 14, 2004

Invoice No: 24550

Project No: U0729

Professional services rendered through March 28, 2004

INVOICE

CR 561 WTP

Total Labor Charges \$570.00  Mileage 16.43  Total Out of Pocket Expenses \$16.43
Total Labor Charges \$570.00
Prof.Engineer 6.00 \$570.00
Classification Hours Labor Cost

200 Wethersfield Ave.

Altamonte Springs, FL 32714

# RECEIVED



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

APR 27 2004

Attention:

Re:

David Orr

24552 Invoice No:

April 14, 2004

g through March 28, 2004

Project No:/

.U0745/⊋((≤)

Weathersfield Storage Tank Replacement

#### \*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 24552

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

**CURRENT INVOICE TOTAL** 

\$4,862.50

155.81

\$5,018.31

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received

TOTAL DUE

\$20,886.25 205.26

\$21,091.51

-9,016.25

\$12,075.26

#### Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
24088	03/11/2004		\$7,056.95				\$7,056.95
24552	04/14/2004	\$5,018.31					\$5,018.31
	Subtotal:	\$5,018.31	\$7,056.95				\$12,075.26

\* \* \* \* \* \*

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

'hone: 407.322.6841 Fax: 407.330.0639

April 14, 2004

Invoice No: 24552

Project No: U0745

Professional services rendered through March 28, 2004

INVOICE

Weathersfield Storage Tank Replacement

Classification	Hours	Labor Cost
Clerical 11	0.50	\$22.50
Design Engr. EIT	6.00	\$420.00
Design Tech	55.00	\$3,850.00
Prof.Engineer	6.00	\$570.00
Total Labor Charges		\$4,862.50
Blueprints Mileage		126.24 29.57
Total Out of Pocket Expenses		\$155.81
Invoice Total		\$5,018.31

200 Wethersfield Ave.





CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

Attention:

David Orr

Invoice No:

24551

S It inc through March 28, 2004

April 14, 2004

Project No:/

Re:

U0739/⊇ - Š

Work Order ID#1621 - Alafaya Digester Replacement

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 24551

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$4,892.50

17.68

**CURRENT INVOICE TOTAL** 

\$4,910.18

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

\$22,841.25 89.88

Total Billing to Date Less Amounts Received \$22,931.13 -10,847.16

TOTAL DUE

\$12,083.97

Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
24087	03/11/2004		\$7,173.79				\$7,173.79
24551	04/14/2004	\$4,910.18					\$4,910.18
	Subtotal:	\$4,910.18	\$7,173.79				\$12,083.97

NO POOL 1. 9 11-110-

#### Utilities, Inc.

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc.
P.O. Box 2808
Sanford, FL 32772-2808
Phone: 407.322.6841
Fax: 407.330.0639

April 14, 2004

Invoice No: 24551

Project No: U0739

Professional services rendered through March 28, 2004

INVOICE

Work Order ID#1621 - Alafaya Digester Replacement

Classification	Hours	Labor Cost
Design Engr. EIT	24.50	¢1.715.00
	24,50	\$1,715.00
Design Tech	13.50	\$945.00
Prof.Engineer	23.50	\$2,232.50
Total Labor Charges		\$4,892.50
Blueprints		2.88
Xerox		0.20
Mileage		14.60
Total Out of Pocket Expenses		\$17.68
Invoice Total		\$4,910.18

Item 147-8

JUL 1 4 2004

1

Utilities, Inc. 200 Wethersfield Ave. Altamonte Springs, FL 32714





CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Attention:

David Org

JUL Q 1 2004

June 18, 2004

Fax: 407.330.0639

Invoice No:

Billing through May 30, 2004

Project Na

Re:

iscellaneous Services on Small Projects.

PROJECT BILLING SUMMARY \*\*\*\*\*

(Invoice Number 25615

is enclosed)

Labor

**CURRENT INVOICE** 

Consultant and Out-of-Pocket Expenses

\$5,230.50

2 623.30

**CURRENT INVOICE TOTAL** 

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received

TOTAL DUE

\$82,298.75 12,263.90

\$94,580,65

-81,782.06

\$12,778.59

Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
25014	05/13/2004		\$7,497.47				
ADVANCE	01/28/2004		₹7,487.47				\$7,497.47
	· · · · · · · · · · · · · · · · · · ·					\$-6.22	\$-6.22
25615	06/18/2004	\$5,287.34					\$5,287.34
	Subtotal:	Ar 007.04	<b>A</b>				
	Subiolai.	\$5,287.34	<b>\$7,49</b> 7.47			\$-8.22	\$12,778.59

WO \$107-0691-115-04-01-10306-\$1,316.71 089-06C0-115-03-02-1030C-\$(1,306,59

State page por proportion 56.84

### Vethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

June 18, 2004

Invoice No: 25615

Project No: U0706.06

Professional services rendered through May 30, 2004

INVOICE

Miscellaneous Services on Small Projects.

Services Provided This Period Include:

\$ 356.83 · Utilities, Inc. Florida Region Map Revisions— MISC. ENG.

\$1,256.19 · Golden Hills Sodium Hypochlorite Wo # 23//

\$1,316.71 - Penn Brooke Sodium Hypochlorite \_ \$20 \$ 107-0691 - 115 0401 - 10306

\$1,051.02 - Lake Groves Sodium Hypochlorite -

\$1,306.59 LUSI Sodium Hypochlorite Clearances — WORK ORDEK

\$5,287.34

Classification	Hours	Labor Cost
Clerical	0.50	\$17.50
CADD Operator	1.50	\$75.00
Design Engr. EIT	30.00	\$2,100.00
Design Tech	3.50	\$245.00
Prof.Engineer	16.00	\$1,520.00
SR CADD Tech	19.00	\$1,273.00
Total Labor Charges		\$5,230.50
Postage		0.60
Federal Express		20.20
Blueprints		1.40
Kerox '		5.80
Mileage		28.84
Total Out of Pocket Expenses		\$56.84

Invoice Total

\$5,287.34

A 3 CP

62251

ENTERED SEP 0 1 2004



RECEIVED Invoice 39697

#### **Odyssey Manufacturing Company**

1484 Massaro Blvd. Tampa, FL 33619

UTILITIES, INC.

Telephone: 813/635-0339

Bill To:

Utilities, Inc.

200 Weathersfield Avenue Altamonte Springs, FL 32714 Ship To:

Various - Clermont Area Plants

Phone: Clermont, FL

Customer	Ship \	√ia		F.O.B.		Te	erms
UTI01	Odyssey	/ Mfg.	De	stination		Net 3	0 Days
	Purchase (	Order Number		Salesperson	Order Date		Our Order Number
	Scotty	/ Hawes			08/17/04		
Quantity Ordered	Quantity Shipped			Unit of Measure	Unit Price	9	
	<del></del>	Item Description			Discount %	Tax	Extended Price
1	1	SERVICE		EACH	55-	45.000	5545.00
	0	Oranges WT F	Plant			N	
1	1	SERVICE		EACH	40	45.000	404E 00
		Highland Point	WT Plant	271011	43.	+3.000 N	4945.00
	i	·					
1		SERVICE	F.D. (	EACH	474	45.000	4745.00
	١	Lake Ridge W	Plant			N	
1	1	SERVICE		EACH	474	15.000	4745.00
	0	Amber Hill WT	Plant			N	
1	(1)	SERVICE		EACH	EOC	)E 000	5005.00
·		Vistas WT Plan	1 2	LACIT	598	95.000	5995.00
	\					N	
1		SERVICE		EACH	324	5.000	3245.00
	0	Cresent Bay W	T Plant			N	
1	1	SERVICE		EACH	384	5.000	3845.00
	0	Crescent West	WT Plant			N	00-0.00
1	1 !	SERVICE		EACH	474	E 000	47.17.00
.		Crescent Hills V	VT Plant	EAUN	4/4	5.000	4745.00
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WO 089-0660-115-03-02

Nontaxable Subtotal Taxable Subtotal Tax

37810.00 0.00

0.00 **37810.00** 



### RECEIVED

Invoice 39698 Invoice Date 08/13/04

#### **Odyssey Manufacturing Company**

1484 Massaro Blvd. Tampa, FL 33619

UTILITIES, INC.

Telephone: 813/635-0339

Bill To:

Utilities, Inc.

200 Weathersfield Avenue Altamonte Springs, FL 32714 Ship To:

Utilities Inc. - Vistas Well Phone:407-332-8055 925 Longwood Hills Road Longwood, FL 32750

Customer	Ship \	/ia	F.C	D.B.		Те	rms
UTI01	Odyssey	Mfg.	Destir	nation		Net 30	Days
	Purchase C	Order Number		Salesperson	Order Date		Our Order Number
	Scotty	Hawes			08/17/04		
Quantity Ordered	Quantity Shipped			Unit of Measure	Unit Price		Fisher ded Dife
Quantity Ordered	Back Ordered	Item Description	1		Discount %	Tax	Extended Price
1		SERVICE Vistas Well - F	Project#636-115-02-01	EACH	450	0.000 N	4500.0
			CONST	OF THE		ru *	3 4/0
					able Subtotal e Subtotal		4500.00 0.00 0.00

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					CR		Status
89	675	115.04.03		124		12.31.04	Attached
89	675		CLOSE W/O		124		
89	675	115.04.03				10.01.01	
89	675		72525*08189*THOMPSON	1,109.50		12.31.04	Attached
89	675		72525*08189*THOMPSON	657		12.31.04	Attached
89	675		72526*16197*ODYSSEY	6,900.00		12.31.04	Attached
89	675		72526*16197*ODYSSEY	7,795.00		12.31.04	Attached
89	675		CLOSE W/O		16,461.50		
89	675	115.04.03					
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00				10,000.00	10,000.00		

7/15/2004 4:37 PM 12/30/2004

CHROMAG	N			CO	SUB DIV	ACCOUNT	DATE PUT INTO	12/30/2003 END	ADDITIONS	ADDITIONS A	ADDITIONS A	ADDITIONS /	ADDITIONS :	ADDITIONS /	ADDITIONS	ADDITIONS A	DDITIONS A	DDITIONS /	ADDITIONS	ADDITIONS		CP LEDGER
SUBDIVISION OF THE SUBDIVISION O	N <u>DESCRIPTION</u> Chlorine Conversions	FOR 2004	FOR DEC. 2004	OZ	NO	NO.	SERVICE		JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	TOTALS	BALANCE
DIKE GIOVE	Chiorine Conversions	124.00	124.00		089 0675	115-04-03	12/21/2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	16,461.50	16,461.50	16.461.50
									0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	124.00		
									0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.585.50		
			ID	C INTEREST RATE	S:																	

<sup>\*</sup> LUI: LAKE COUNTY #### SUBS: 627-628, 631-634, 636,660-667, 675

Hem 148-2

ENTERED

UEC 2 8 2004

ELECTRICAL CONTRACTORS P.O. BOX 1478

PHONE (407) 365-6666 WINTER PARK, FLORIDA 32790

WIRING AND REPAIRING FAX (407) 365-9358



RECEIVED

DATE Dec. 16,2004 YOUR ORDER NO.

DEC 2 0 2004

OUR ORDER number 04/201

TO Utilities, Inc.of Florida 200 Weathersfield Ave. Altamonte Springs, Fl. 32714 **FOR** 

Electrical work at Lake Groves WTP Hypochlorite Pump Wiring. 12/4/04

UNITS	ARTICLES	EACH	AMOUNT
	Labor and material to install the following:  1. Install 2 15 amp duplex receptacles to control Well # 1 & 2 Hypochlorite pumps.		
	<ol> <li>Install 1 15 amp GFI receptacle for the Chlorine Sampler (ORP).</li> </ol>		
	3. Modify Well # 1 & 2 control wiring and install Alarm wires from (ORP) device to C & A Alarm s		
	4. Replace general use GFI receptacle.		
	5. Re-strap existing Lighting conduit.	العران ا	pr.
	Material used:		
	5. Re-strap existing Lighting conduit.  Material used:  2 3/4" 3-hoe bell box. 2 15 Amp Ivory recept. 2 15 Amp GFI recept. 3 Inuse W.P. Recept. cover 1 1/2" CGB conn. 1 1/2 X 3/4 reducing bushing 1 3/4" sealing locknut 1 3/4" Sch 80 PVC 90° 2 " " coupl. 4 " PVC male adpt. 1 " L.B.	ital ma	
	20 "Click strap 10' "Sch 80 PVc conduit 1 1/2" hoffman hole closer WO (1-783-2676-16) 15 1/4 X 3/4 tap cons. 60' # 14 THHN cu wire 10 12" tywraps 1 Blank bell box cover 11 Stainless steel tek screws	.04.53	10306
	1 lot panel labels Total for materials \$	187.00	
	Labor 20.5 Hrs. @ \$ 45. per hr.	922.50	
	Amount due	1,109.50 BE	109.50, ( אטן בגן בו

ELECTRICAL CONTRACTORS P.O. BOX 1478

PHONE (407) 365-6666 WINTER PARK, FLORIDA 32790 WIRING AND REPAIRING FAX (407) 365-9358

RECEIVE!

DATE Dec. 16,2004 YOUR ORDER NO.

OUR ORDER number 04/201

TO Utilities, Inc.of Florida
200 Weathersfield Ave.
Altamonte Springs, Fl. 32714

FOR

Electrical work at Lake Groves WTP Hypochlorite Pump Wiring. 12/4/04

UNITS	ARTICLES	EACH	AMOUNT
	Labor and material to install the following:		
	1. Install 2 15 amp duplex receptacles to control Well # 1 & 2 Hypochlorite pumps.		
	2. Install 1 15 amp GFI receptacle for the Chlorine Sampler (ORP).		
	3. Modify Well # 1 & 2 control wiring and install Alarm wires from (ORP) device to C & A Alarm sy	rstem.	
	4. Replace general use GFI receptacle.		
	5. Re-strap existing Lighting conduit.		
	Material used:		1
:	2 3/4" 3-hoe bell box. 2 15 Amp Ivory recept. 2 15 Amp GFI recept. 3 Inuse W.P. Recept. cover 1 1/2" CGB conn. 1 1/2 X 3/4 reducing bushing 1 3/4" sealing locknut 1 3/4" Sch 80 PVC 90° 2 " " " coupl. 4 " PVC male adpt. 1 " L.B. 20 " Click strap 10' " Sch 80 PVC conduit 1 1/2" hoffman hole closer 15 1/4 X 3/4 tap cons. 60' # 14 THHN cu wire 10 12" tywraps 1 Blank bell box cover 11 Stainless steel tek screws 1 lot panel labels		
	1 lot panel labels Total for materials \$	187.00	(
	Labor 20.5 Hrs. @ \$ 45. per hr.	922.50	
		- 1	

ELECTRICAL CONTRACTORS P.O. BOX 1478

PHONE (407) 365-6666 WINTER PARK, FLORIDA 32790 WIRING AND REPAIRING FAX (407) 365-9358

(102189)

RECEIVED

DEC 2 0 2004

DATE Dec. 16,2004

YOUR ORDER NO.

OUR ORDER number 04/202

TO

Utilities, Inc. of Florida 200 Weathersfield Ave. Altamonte Springs, Fl. 32714 **FOR** 

Electrical work at Lake Groves
WWTP Hypochlorite Pump Wiring 12/4/04

UNITS	ARTICLES	EACH	AMOUNT
	<ol> <li>Labor and Material to install the following:</li> <li>Install 2 15 Amp GFI Duplex recept. in existing Chlorine building for the purpose of providing power for 2 Hypochlorite Pumps.</li> <li>Install 1 15 Amp GFI Duplex recept. to replace</li> </ol>		
	an existing recept. at the top of the stairs on WWTP.	abor	
	1/2" 3-hole bell box In-use Weatherproof GFI cover Blue wire nut Red wire nut # 12 Sta-cons 1/2 clickstrap 1/4 X 3/4 S.S. bolt		
	4 1/4 X 1" bolt 10 1/4-20 S.S. hex nuts 4 1/2" str. carflex conn. 8' 1/2" carflex conduit 30' # 12 THHN wire 2 # 12 grounding pigtail 1 lot panel labels.	15-04-03	10306
}	Total material \$	157.00	
}	Labor 2 men 5 hrs. each @ 50. per hr.	500.00	
	Total amount \$	657.00	
	Amount due  Item 148-3		\$657.00

ELECTRICAL CONTRACTORS P.O. BOX 1478

PHONE (407) 365-6666 WINTER PARK, FLORIDA 32790 WIRING AND REPAIRING FAX (407) 365-9358

RECEIVED

DATE Dec. 16,2004 YOUR ORDER NO. OUR ORDER number 04/202

TO

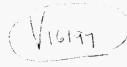
Utilities, Inc. of Florida 200 Weathersfield Ave. Altamonte Springs, Fl. 32714 FOR

Electrical work at Lake Groves WWTP Hypochlorite Pump Wiring 12/4/04

NITS	ARTICLES	EACH	AMOUNT
	Labor and Material to install the following:  1. Install 2 15 Amp GFI Duplex recept. in existing Chlorine building for the purpose of providing power for 2 Hypochlorite Pumps.		
!	<ol> <li>Install 1 15 Amp GFI Duplex recept. to replace an existing recept. at the top of the stairs on WWTP.</li> </ol>		
	Material used:		
	1/2" 3-hole bell box In-use Weatherproof GFI cover Blue wire nut Red wire nut Indicate the state of the state		
. }	Total material \$	157.00	
	Labor 2 men 5 hrs. each @ 50. per hr.	500.00	
	Total amount \$	657.00	
	Amount due		\$657.00

A BOOK





### Invoice 44372 Invoice Date 12/10/04

**Odyssey Manufacturing Company** 

1484 Massaro Blvd. Tampa, FL 33619

Telephone: 813/635-0339

Bill To:

Lake Groves Utilities, Inc. 200 Weathersfield Avenue Altamonte Springs, FL 32714

### RECEIVED

OEC 2 0 2004

#### Ship To:

Lake Groves WWT Plant Phone:352-242-6573 2425 US Hwy 27 Clermont, FL 34711

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BII \$6,900 Late Grave Utilities

March 30, 2004

Mr. Scotty Hawes Asst. Central Region Manager Utilities, Inc. of Florida 200 Weathersfield Ave Altamonte Springs, FL 32714

Re: SODIUM HYPOCHLORITE CONVERSION FOR THE GREATER GROVES WASTEWATER TREATMENT (WWT) PLANT

Dear Scotty,

As a follow-up to our phone conversation earlier this morning, the purpose of this letter is to submit describe the work necessary to permanently convert the method of disinfection for the Utilities, Inc. Greater Groves Wastewater Treatment (WWT) plant from chlorine gas to sodium hypochlorite. The purpose of the conversion is to comply with new regulatory requirements by significantly improving the safety of the general public and plant operations personnel as well as minimizing the risk from terrorist acts. A side benefit is to provide a more economical method of disinfection while improving the level of the effluent water quality to the consumer by providing improved pH.

#### **EXISTING SYSTEM**

The Greater Groves WWT plant consists of a single package plant that is designed for 500,000 gpd. A second package plant has been partially constructed and is expected to be completed and placed on-line within the next two years or so. The plant average production is about 380,000 gallons per day (gpd). A chlorine gas solution in a 1" Schedule 80 PVC line feeds the two halves of the plant's contract chamber. The plant's effluent goes to on-site perculation ponds.

#### OVERVIEW OF THE PROJECT

The sodium hypochlorite bulk storage tank and its associated containment will be on a new 8' x 8' concrete pad located on the east side of the package plant adjacent to the outer ring of the contact chamber and near the existing chlorinator fiberglass building. The sodium hypochlorite will be piped to the chemical feed equipment (which will be located in the existing chlorinator room of the existing building on the site) through ½' Schedule 80 PVC piping. There will be three chemical feed pumps, one for each the existing plant, one for the new plant, and one installed spare. The sodium hypochlorite will be pumped "neat" into a new ½' Schedule 80 PVC line that will tie into the existing 1' Schedule 80 PVC chlorine solution piping. Thus, the chlorination point will remain the same. The injection point will be redone to add a needle valve on each of the two "drop" or injection points in order to balance the flow into both sides. Since the two sides combine at the end, perfectly balancing the flow is not required. The sodium hypochlorite chemical pumps will "manually" feed the sodium hypochlorite as is currently being done based on maintaining a .5 ppm chlorine residual as required by permit. When a re-use

system is placed on-line in the coming year, the chlorine residual requirement will increase to 1 ppm.

#### CHEMICAL FEED EQUIPMENT

- <u>Design Basis</u>: The average chlorine usage is about 25 ppd. This is expected to increase by about 5 ppd when a re-use system is added in two years.
- <u>Description</u>: The chemical feed equipment will consist of three Stenner 85M5 peristaltic pumps. The pumps are rated for 85 gpd @25 psi so their capacity is more than adequate (based on extensive operational experience that shows that one gallon of Ultrachlor 12.5 Trade Percent sodium hypochlorite equals one pound of chlorine gas). One of the pumps will be devoted to each of the plants and the third will be an installed spare.

#### **CHEMICAL STORAGE EQUIPMENT**

- <u>Design Basis</u>: The estimated annual consumption for the system will be is 9,200 gallons per year based on current usage and this equates to about 43 days of on-site storage capability using an 1,100 gallon tank.
- Bulk Storage Tank: The bulk storage tank will be an 1,100-gallon double-walled High Density Linear Polyethylene (HDLPE) tank rated for at 1.9 specific gravity and for use with sodium hypochlorite. The tank is 76" in diameter and 104" tall. The tank will have a 16" manway for access for inspection and cleaning. A ½" Schedule 40 clear PVC sightglass will be installed for level indication. The tanks will have a 2" vent, a 2" hard-piped fill line, and a 1" supply line to the chemical feed equipment. All piping would be Schedule 80 PVC. All valves would be true union ball valves with viton O-rings. All connections would be glued with the exception of the bulkhead fitting on the tank, which would be bolted flanged connections with viton gaskets. The tank is white and has built-in ultraviolet protection (UV) inhibitor in the resin and is expected to last about 8-10 years at which time they will be replaced. Additionally, experience has shown that some sodium hypochlorite degradation is expected between deliveries but the degradation is so minor and so gradual it will not cause any operational issues or the chlorine residual to drop off before an operator can make an adjustment.

#### **MATERIALS OF CONSTRUCTION**

Because of the confined nature at each site, all piping will be field run. Piping shall be Schedule 80 PVC. Pipe Supports will be on minimum 48" centers and will be a combination of 1" uni-strut fiberglass and Schedule 80 piping straps with stainless steel screws. All valves will be true union ball valves with viton o-rings. The polyethylene tubing at the pumps is clear but is located inside the existing chlorine room.

#### FINISHED WATER SPECIFICATIONS

Once the conversion is complete, the finished water leaving the plant will continue meet all current and pending regulations for effluent and re-use water. The addition of sodium hypochlorite will make the effluent water pH increase from a range of 6.5-7.0 to 7.0-7.5 which should significantly help the LSI and make the water less corrosive. Hardness, iron, copper, maganese, and lead levels in the finished water are expected to drop slightly because of the slight pH shift up and the fact Ultrachlor sodium hypochlorite contains not metal impurities unlike chlorine gas.

#### **COST**

Engineering and Design (By Odyssey)	\$ 0
Concrete Pad	\$ 1,200
Tank/Containment/Piping/Fittings	\$ 4,500
Pumps/Fittings/Valves	\$ 1,000
New Chlorine Piping at Injection Point	\$ 200
Install Electrical Outlet (By Utilities, Inc.)	\$ 0
Startup and Training (By Odyssey)	\$ 0
Total	\$ 6.900

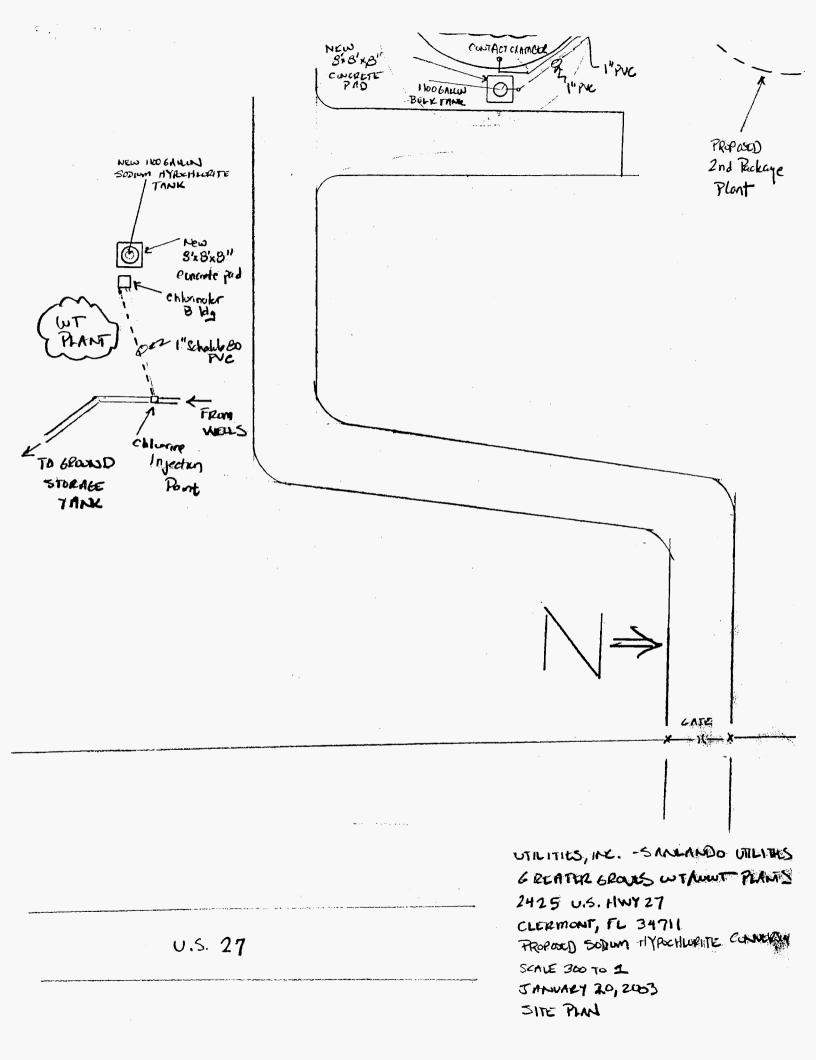
#### **SCHEDULE**

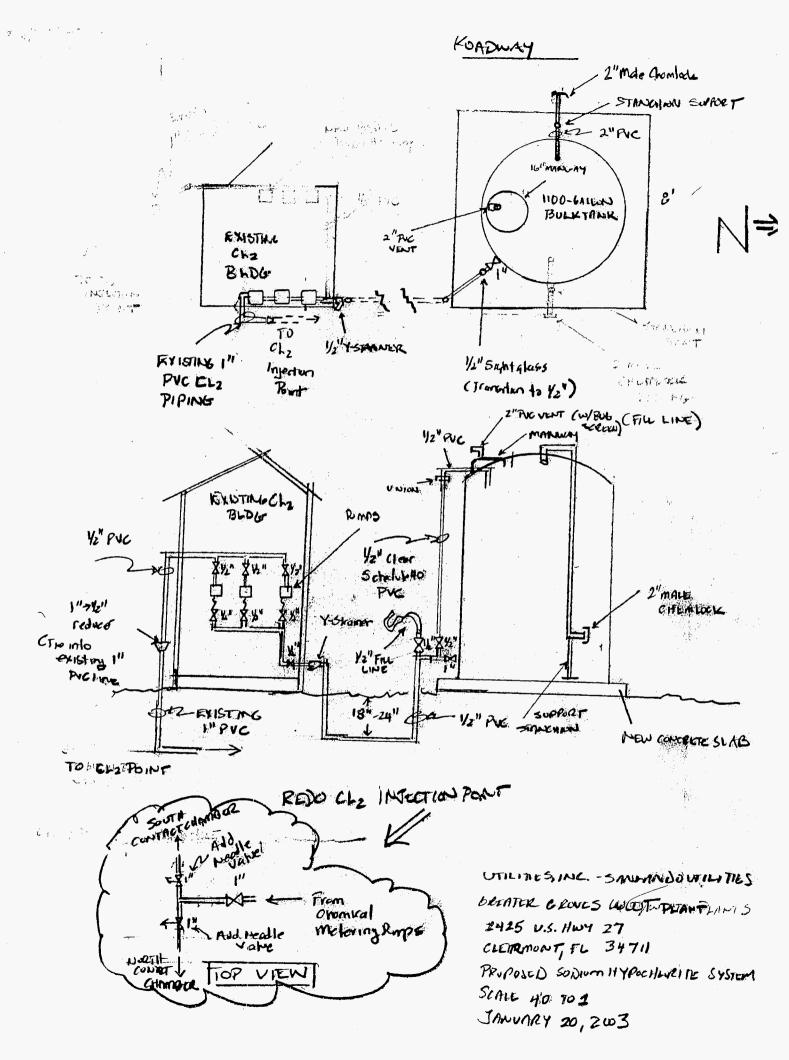
The concrete pad has been poured. The tank/pumps will be installed over the next month or so. The permit will be submitted by CPH Engineering to support a May 1<sup>st</sup> (or later as necessary) startup.

Sincerely,

Patrick H. Allman General Manager

- C: S. Romano, CPH Engineering
  - R. Cartwright, Dumont
  - J. Houston, Utilities, Inc.







(VPG197)

# Invoice 44373 Invoice Date 12/10/04

#### **Odyssey Manufacturing Company**

1484 Massaro Blvd. Tampa, FL 33619

Telephone: 813/635-0339

Bill To:

Lake Groves Utilities, Inc. 200 Weathersfield Avenue Altamonte Springs, FL 32714 Ship To:

Lake Groves Water Plant Phone:352-242-6573 2425 US Hwy 27 Clermont, FL 34711

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B.11 \$ 7,795 Lake Grave Wilden

March 30, 2004

Mr. Scotty Hawes Asst. Central Region Manager Utilities, Inc. of Florida 200 Weathersfield Ave Altamonte Springs, FL 32714

Re: SODIUM HYPOCHLORITE CONVERSION FOR THE GREATER GROVES WATER TREATMENT (WT) PLANT

Dear Scotty,

As a follow-up to our phone conversation this morning, the purpose of this letter is to submit describe the work necessary to permanently convert the method of disinfection for the Utilities, Inc. Greater Groves Water Treatment (WT) plant from chlorine gas to sodium hypochlorite. The purpose of the conversion is to comply with new regulatory requirements by significantly improving the safety of the general public and plant operations personnel as well as minimizing the risk from terrorist acts. A side benefit is to provide a more economical method of disinfection while improving the level of the water quality to the consumer by providing improved pH. Another benefit is to add equipment (ORP analyzers) which will be tied into the existing chlorine gas low vacuum alarm at each site that will alarm whenever the chlorine residual drops lower than the setpoint (e.g., 1 ppm). This will significantly improve system reliability for the general public by ensuring a chlorine residual is present in the drinking water leaving the plant.

#### **EXISTING SYSTEM**

The Greater Groves WT plant consists of two wells that operate in a lead/lag scenario. The plant average production is about 1.4 MGD. Each well is designed for 2.5 MGD. The wells separately feed a 500,000-gallon Ground Storage Tank (GST). The well water is disinfected with chlorine gas solution prior to dumping in the bottom of the GST. The chlorine is educted into the water solution line when a booster pump and solenoid valve are energized which occurs when the associated well pump comes on.

#### **OVERVIEW OF THE PROJECT**

The sodium hypochlorite bulk storage tank and its associated containment will be on a new 8' x 8' concrete pad located adjacent to the existing chlorinator fiberglass building. The sodium hypochlorite will be piped to the chemical feed equipment (which will be located in the existing chlorinator room of the existing building on the site) through ½' Schedule 80 PVC piping. There will be three chemical feed pumps, one for each of the two wells and an installed spare. The sodium hypochlorite will be pumped "neat" into a new ½' Schedule 80 PVC line that will tie into the existing 1" Schedule 80 PVC chlorine solution piping. Thus, the chlorination point will remain the same. The injection point will be redone to add a "cleanout" in the event of any calcification. The sodium hypochlorite chemical pumps will turn on and off when the associated well comes on and off. Attached drawings show a generic schematic of the proposed sodium

hypochlorite system. As we discussed, BACT's are not necessary on the completed system since the new lines will be filled with sodium hypochlorite and the plants will be operated with a chlorine residual. It is estimated that the construction of the system will take two days.

#### CHEMICAL FEED EQUIPMENT

- <u>Design Basis</u>: The average chlorine usage is about 35 ppd which corresponds to a chlorine feed rate of about 3.0 ppm (based on 1,400,000 gpd usage). The existing chlorine rotameters "read" a rate of 80 ppd when feeding chlorine gas. The chlorine gas consumption is expected to double in the next two years.
- <u>Description</u>: The chemical feed equipment will consist of three Stenner 85M5 peristaltic pumps. The pumps are rated for 85 gpd @25 psi so their capacity is more than adequate (based on extensive operational experience that shows that one gallon of Ultrachlor 12.5 Trade Percent sodium hypochlorite equals one pound of chlorine gas). Each of the Stenner pumps will be energized when its associated well pump comes on and the third pump will be an installed spare.

#### CHEMICAL STORAGE EQUIPMENT

- <u>Design Basis</u>: The estimated annual consumption for the system will be is 12,000 gallons per year based on current usage and this equates to about 33 days of on-site storage capability using an 1,100 gallon tank.
- Bulk Storage Tank: The bulk storage tank will be an 1,100-gallon double-walled High Density Linear Polyethylene (HDLPE) tank rated for at 1.9 specific gravity and for use with sodium hypochlorite. The tank is 76" in diameter and 104" tall. The tank will have a 16" manway for access for inspection and cleaning. A ½" Schedule 40 clear PVC sightglass will be installed for level indication. The tanks will have a 2" vent, a 2" hard-piped fill line, and a 1" supply line to the chemical feed equipment. All piping would be Schedule 80 PVC. All valves would be true union ball valves with viton 0-rings. All connections would be glued with the exception of the bulkhead fitting on the tank, which would be bolted flanged connections with viton gaskets. The tank is white and has built-in ultraviolet protection (UV) inhibitor in the resin and is expected to last about 8-10 years at which time they will be replaced. Additionally, experience has shown that some sodium hypochlorite degradation is expected between deliveries but the degradation is so minor and so gradual it will not cause any operational issues or the chlorine residual to drop off before an operator can make an adjustment.

#### MATERIALS OF CONSTRUCTION

Because of the confined nature at each site, all piping will be field run. Piping shall be Schedule 80 PVC. Pipe Supports will be on minimum 48" centers and will be a combination of 1" uni-strut fiberglass and Schedule 80 piping straps with stainless steel screws. All valves will be true union ball valves with viton o-rings. The polyethylene tubing at the pumps is clear but is located inside the existing chlorine room.

#### <u>ORP</u>

As part of the sodium hypochlorite conversion, a Chem Logic CL-200 ORP sensor will be installed on a "T" into an existing 1/4" line from the distribution system used to measure system pressure. The output of the sensor will be tied to the chlorine gas low vacuum alarm such that the

system alarms to an operator whenever a low chlorine residual is detected. The identical system has operated satisfactorily at over twenty Florida Water Services Deltona Lakes water plants in Volusia County and in Seminole County for the past year. The ORP measures chlorine residual continuously in mV (the output corresponds to 0-15 ppm). The ORP has two dry contacts that can be configured for high or low chlorine alarms. The alarms will be hooked up to the existing low vacuum alarm.

#### CHEMICAL SUPPLIER

Odyssey Manufacturing Co. has an agreement with Utilities, Inc. to supply its Ultrachlor 12.5 Trade Percent sodium hypochlorite for three years. Odyssey Manufacturing's Ultrachlor sodium hypochlorite is approved by NSF for use in drinking water.

#### FINISHED WATER SPECIFICATIONS

Once the conversion is complete, the finished water leaving the plant will continue meet all current and pending regulations for Primary and Secondary National Contamination Standards. The addition of sodium hypochlorite will make the finished water pH increase from a range of 7.2 to 7.5 which should significantly help the LSI and make the water less corrosive. Because the sodium hypochlorite will be added at the same injection point, the total Trihalomethanes (THMs) in the finished water will stay approximately the same. Hardness, iron, copper, maganese, and lead levels in the finished water are expected to drop slightly because of the slight pH shift up and the fact Ultracklor sodium hypochlorite contains not metal impurities unlike chlorine gas.

#### COST

Engineering and Design (By Odyssey)	\$	0
Concrete Pad	- \$	1,200
Tank/Containment/Piping/Fittings	\$	4,500
Pumps/Fittings/Valves	\$	1,000
New Chlorine Piping at Injection Point	\$	200
Install Electrical Outlet	\$	0
ORP Installation	\$	895
Startup and Training (By Odyssey)	\$	0
Total	\$	7,795

#### **SCHEDULE**

C:

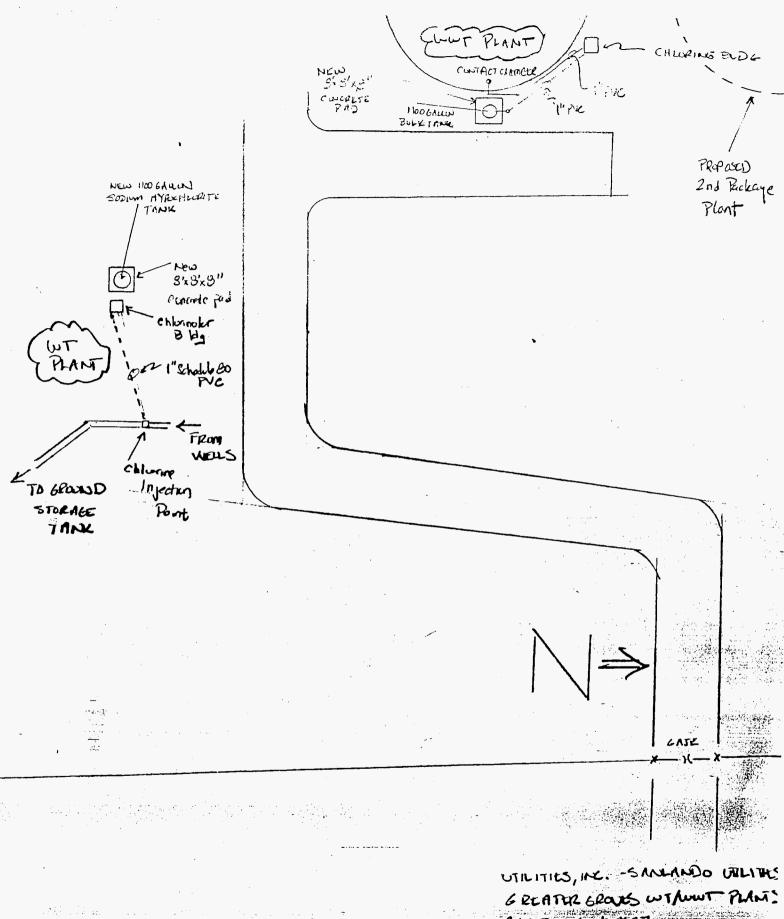
The concrete pad has already been poured. The tank/pumps will be installed over the next month or so. The permit will be submitted by CPH Engineering to support a May 1<sup>st</sup> startup (or later as necessary).

Sincerely

Patrick H. Allman General Manager

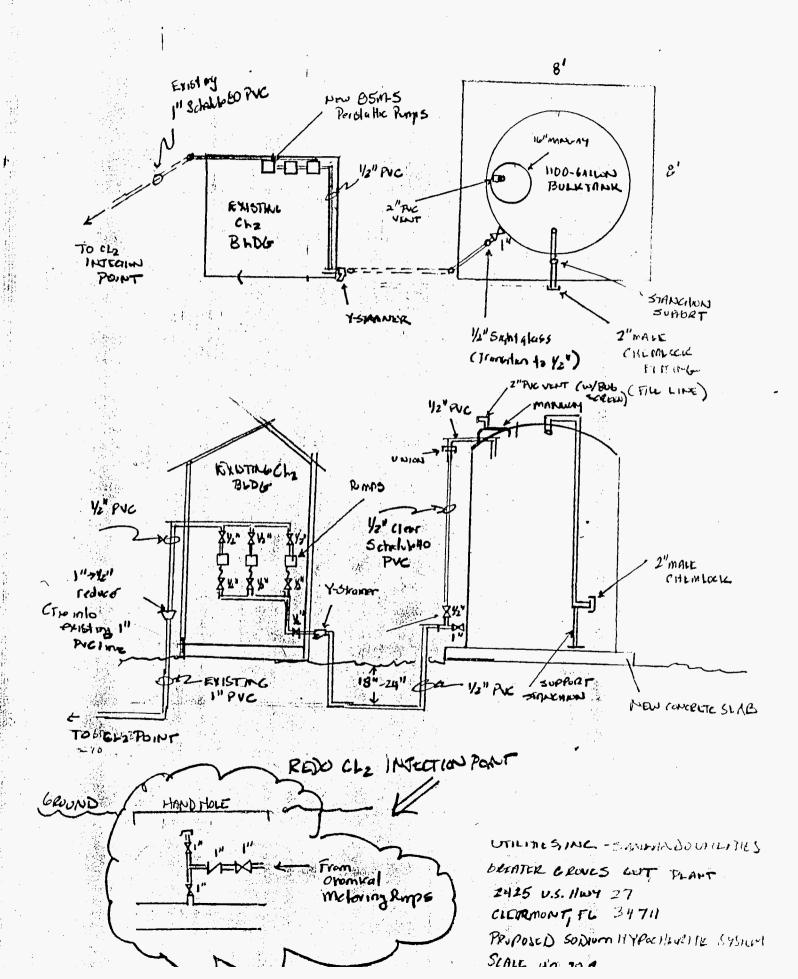
S. Romano, CPH Engineering

- R. Cartwright, Dumont
- J. Houston, Utilities, Inc.



U.S. 27

2425 U.S. HWY 27 CLERMONT, FL 34711 PROPOSED SORUM HYPACHLUPITE SCALE 300 TO 1 THE PROPERTY OF THE PROPERTY O





Invoice 44371-A
Invoice Date 12/10/04

#### RECEIVED

Odyssey Manufacturing Company 1484 Massaro Blvd.

Tampa, FL 33619

Telephone: 813/635-0339

Bill To:

Utilities, Inc.

200 Weathersfield Avenue Altamonte Springs, FL 32714 DEC 2 0 2004

Ship To:

Golden Hills Golf and Turf WT 8021 NW 49th Street Ocala, FL 32675

#### THIS IS A REVISED INVOICE

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Bill Utilities, Inc. \$4,39500

April 15, 2004

Mr. Scotty Hawes Asst. Central Region Manager Utilities, Inc. of Florida 200 Weathersfield Ave Altamonte Springs, FL 32714

Re: SODIUM HYPOCHLORITE CONVERSION FOR THE GOLDEN HILLS GOLF

AND TURF WATER TREATMENT (WT) PLANT

ADDRESS: 8021 NW 49<sup>TH</sup> STREET ROAD, OCALA, FL 32675

Dear Scotty,

As a follow-up to previous conversations with you and Steve Romano of CPH Engineers, the purpose of this letter is to submit describe the work necessary to permanently convert the method of disinfection for the Utilities, Inc. Golden Hills Golf and Turf Water Treatment (WT) plant from chlorine gas to sodium hypochlorite. The purpose of the conversion is to comply with new regulatory requirements by significantly improving the safety of the general public and plant operations personnel as well as minimizing the risk from terrorist acts. A side benefit is to provide a more economical method of disinfection while improving the level of the water quality to the consumer by providing improved pH. Another benefit is to add equipment (ORP analyzers) which will be tied to the existing call-out dialer that will alarm whenever the chlorine residual drops lower or higher than the setpoints (e.g., 1 ppm and 5 ppm). The plant currently has a low vacuum alarm on the chlorine gas system tied to the call-out dialer. This will significantly improve system reliability for the general public by ensuring a chlorine residual is present in the drinking water leaving the plant.

#### **EXISTING SYSTEM**

The Goiden Hills WT plant consists of two wells that pump about for 210 gpm (Well #1 rated for 250 gpm) and 522 gpm (Well #2 rated for 600 gpm). The wells are operated in a lead/lag scenario so both are rarely on at the same time. The plant is permitted for 302,000 gpd. The plant's average production is about 170,000 gallons per day (gpd). The well feeds a 10,000-gallon hydropneumatic tank. The well water is disinfected with chlorine gas in a water solution injected into the 6" pipe leading from the well to the hydropneumatic tank just before the hydropneumatic tank. The chlorine is educted into the water solution line when a booster pump and solenoid valve is energized which occurs when either well pump comes on. When both wells or Well #1 only is on, the chlorine feed rate is too low since it is set for Well #2. However, this does not happen that often.

#### **OVERVIEW OF THE PROJECT**

The sodium hypochlorite bulk storage tank and its associated containment will be on a new 10' x 12' x 6" concrete pad located inside the fence adjacent to the wells. The oversized pad is necessary to accommodate the propane gas tank for the generator which needs to be moved

inside the fence. This area is accessible by a 26' long flatbed truck for deliveries. The chemical feed equipment will be located adjacent to the tank/containment on the exterior wall of the pump room building. The chemical feed equipment shall consist of three Stenner peristaltic pumps. One pump will be dedicated to Well #1, one pump to Well #2 and the third pump would be an installed spare. One black UV-resistant ¼" polyethylene tubing line will be run from the top of the tank to feed the peristaltic pumps. The sodium hypochlorite will be pumped "neat" from the pumps into a new ½" Schedule 80 PVC line that will go into the 6" line feeding the hydropneumatic tank. The chlorination point will actually be moved about 100' further upstream in this line. The sodium hypochlorite chemical pumps will turn on and off when the well comes on and off. Attached drawings show a generic schematic of the proposed sodium hypochlorite system. As we discussed, BACT's are not necessary on the completed system since the new lines will be filled with sodium hypochlorite and the plants will be operated with a chlorine residual. It is estimated that the construction of the system will take one day.

#### **CHEMICAL FEED EQUIPMENT**

- <u>Design Basis</u>: The average chlorine usage is about 2 to 3 ppd. This corresponds to a chlorine feed rate of about 1.8 ppm (based on 170,000 gpd usage and 2.5 ppd). The existing chlorine rotameter "reads" a rate of 5 ppd when feeding chlorine gas. At 1.8 ppm if each well had their own rotameter, this would correspond to either a 4.5 ppd to 11 ppd chlorine feed rate depending upon which well is running.
- <u>Description</u>: The chemical feed equipment will consist of three Stenner 85MHP17 peristaltic pumps. The pumps are rated for 17 gpd @100 psi so their capacity is more than adequate (based on extensive operational experience that shows that one gallon of Ultrachlor 12.5 Trade Percent sodium hypochlorite equals one pound of chlorine gas). One pump will be set at 4.5 gpd and the other at 11 gpd to align themselves with their respective wells. The third pump will be an installed spare.

#### CHEMICAL STORAGE EQUIPMENT

- <u>Design Basis</u>: The estimated annual consumption for the system will be is 1,000 gallons per year based on current chlorine gas usage and this equates to about 64 days of on-site storage capability using a 160 gallon tank.
- Bulk Storage Tank: The bulk storage tank will be 160 gallons (the manufacturer's "cut sheet" includes storage space in the brim which is not usable) and constructed of High Density Linear Polyethylene (HDLPE) and rated for at least 1.9 specific gravity for use with sodium hypochlorite. The dimensions of the tank are 31" in diameter and 57" tall. The tank will have an 8" manway, a 2" fill line, and a 2" PVC vent. The tank can pumped out for inspection and cleaning through the manway.
- Containment: The Tampa FDEP office does not require containment for sodium hypochlorite tanks less than 500 gallons. The containment rule is "grey". Not all FDEP offices follow this guideline (which is why we put containment on the same sized tank in Clermont). Odyssey does not require containment for deliveries if the tank is less than 200 gallons and sodium hypochlorite is fed from the top of the tank which is the case here. It is difficult to get daily accurate readings with the containment. Also, to keep the sodium hypochlorite from going bad, we do not expect to use the entire volume of the tank since deliveries will be made on a four week cycle.

#### **MATERIALS OF CONSTRUCTION**

Because of the confined nature at each site, all piping will be field run. Piping shall be Schedule 80 PVC and marked for use with potable water. Pipe Supports will be on minimum 48" centers and will be a combination of 1" uni-strut fiberglass and Schedule 80 piping straps with stainless steel screws. All valves will be true union ball valves with viton o-rings. The polyethylene tubing to and from the pumps is black and rated for extended ultraviolet exposure.

#### **ORP**

As part of the sodium hypochlorite conversion, a Chem Logic CL-200 ORP sensor will be installed on a "T" into an existing ¼" line from the distribution system used to measure system pressure. The output of the sensor will be tied to the chlorine gas low vacuum alarm such that the system alarms to an operator whenever a low or high chlorine residual is detected. The identical system has operated satisfactorily at over twenty Florida Water Services Deltona Lakes water plants in Volusia County and in Seminole County for the past year. The ORP measures chlorine residual continuously in mV (the output corresponds to 0-15 ppm). The ORP has two dry contacts that can be configured for high or low chlorine alarms. The alarms will be hooked up to the existing chlorine gas alarm.

#### WORK BY UTILITIES, INC.

Per my discussion with Chuck Schwades, Utilities, Inc. agreed to do the following work to support the conversion and save Utilities, Inc. money:

- Relocate the eyewash to the location shown on the concrete pad.
- Dig 6' long 18" deep ditch to the proposed injection point from the chemical feed pumps.
- Provide meter vault (which you had at least six sitting there) for injection point.
- Install outlet over new pumps that is wired such that one plug is "hot" when Well #1 comes on and one plug is "hot" when Well #2 comes on. I was told you had a local electrician you used at the plant for this work.
- Odyssey had planned to do the ½" direct tap for the injection point (this is a ten minute job). However, if the valve on the inlet of the hydrostatic tank does not work (to isolate the injection point from system pressure) or the underground pipe is not either PVC or ductile iron (it most likely is), a saddle tap must be used. Utilities, Inc. would have to use their saddle tap machine and install a 1" wet tap with a corkstop.

#### CHEMICAL SUPPLIER

The Dumont Company will supply the sodium hypochlorite directly under its three-year agreement with Utilities, Inc. It is estimated that the plant will be on a four week delivery schedule. The Dumont Company is the exclusive distributor of Odyssey Ultrachlor sodium hypochlorite for small deliveries. Odyssey Manufacturing's Ultrachlor sodium hypochlorite is approved by NSF for use in drinking water and is the only NSF Low Bromate certified sodium hypochlorite in the entire country.

#### FINISHED WATER SPECIFICATIONS

Once the conversion is complete, the finished water leaving the plant will continue meet all current and pending regulations for Primary and Secondary National Contamination Standards. The addition of sodium hypochlorite will make the finished water pH increase from a range of 7.2 to 7.5 which should significantly help the LSI and make the water less corrosive. Because the sodium hypochlorite will be added at the same injection point, the total Trihalomethanes (THMs)

in the finished water will stay approximately the same. Hardness, iron, copper, maganese, and lead levels in the finished water are expected to drop slightly because of the slight pH shift up and the fact Ultrachlor sodium hypochlorite contains not metal impurities unlike chlorine gas.

#### **COST**

Engineering and Design (By Odyssey)	\$	0
Concrete Pad	\$	1,300
Tank/Containment/Piping/Fittings	\$	500
Pumps/Fittings/Valves	\$	1,100
New Chlorine Piping to Hydropneumatic tank (includes tap)	\$	400
Electrical Hookups (By Utilities, Inc.; \$300 if done by Odyssey)	\$	0
ORP Installation	\$	1095
Startup and Training (By Odyssey)	\$_	0
Total	\$	4,395

#### **SCHEDULE**

The concrete pad will be poured tomorrow to support the propane tank relocation. Please wait at least ten days before relocating the propane tank to allow the concrete to cure. The FDEP permit is in the process of being submitted by CPH Engineering and usually takes about four weeks to approve. Estimated time to complete the construction is ½ day.

We look forward to working with you on this project. Please do not hesitate to contact me at office (813) 635-0339, cellular (813) 335-3444 or e-mail <u>pallman@odysseymanufacturing.com</u> if I can be of any further assistance.

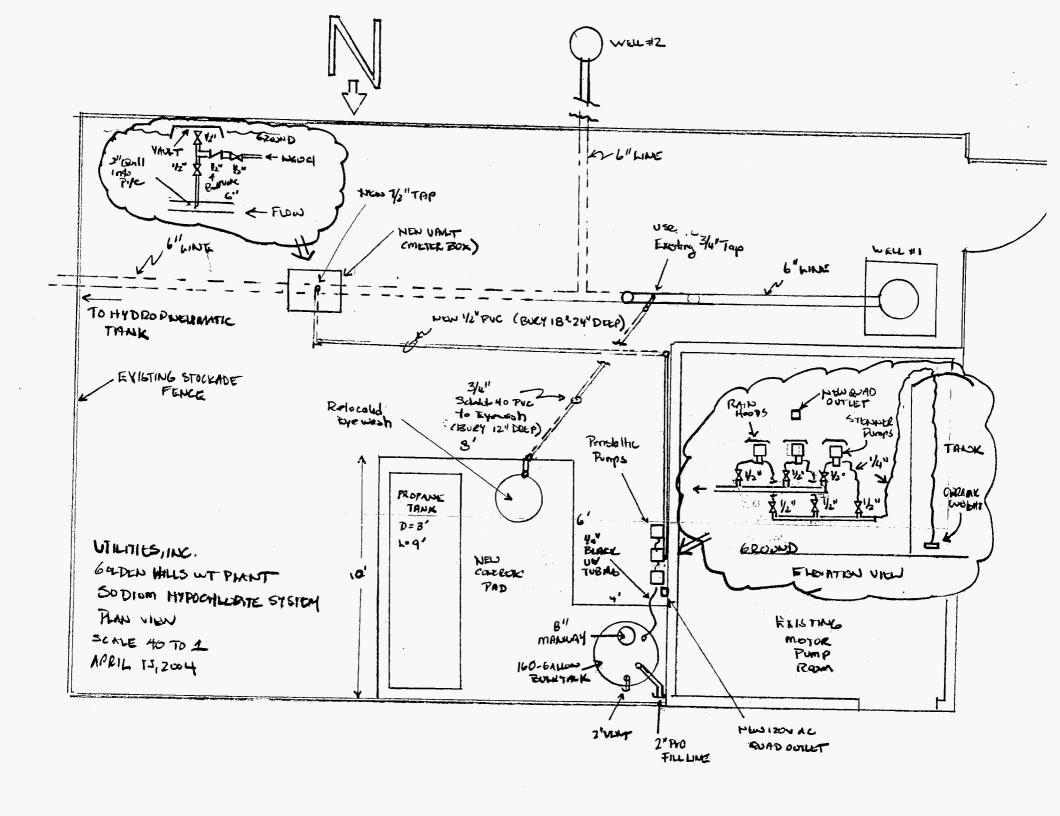
Patrick H. Allman

Sincerely,

General Manager

C: S. Romano, CPH Engineering

J. Houston, Utilities, Inc.



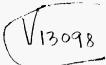
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ENTERED JAN & V LULT

Utilities, Inc.

200 Wethersfield Ave.

Altamonte Springs, FL 32714





CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

Attention:

David Orr

Invoice No: Project No? 22954

🛨 U0706.06 🗘 2 🤄 🖔 📢

Re:

Miscellaneous Services on Small Projects.

62 E.3

PROJECT BILLING SUMMARY \*\*\*\*\*\*

(Invoice Number 22954

is enclosed)

December 11, 2003

Labor

**CURRENT INVOICE** 

Consultant and Out-of-Pocket Expenses

\$1,190.00 4,109.13

Billing through November 30, 2003

**CURRENT INVOICE TOTAL** 

CPH ENGINEERS, INC.

090-0616-3305042

245.00 091-0640-3305042

PROJECT-TO-DATE

Professional Fees Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received 11,986.45

\$65,590.95

-49,823.04

TOTAL DUE

\$15,767.91

Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
22596	11/06/2003		\$10,475.00				\$10,475.00
	11/12/2003		\$-6.22				\$-6.22
22954	12/11/2003	\$5,299.13					\$5,299.13
	Cubantal	AC 000 40	<u> </u>	*			
	Subtotal:	\$5,299.13	\$10,468.78				\$15,767.91

#### Utilities, Inc.

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

December 11, 2003 Invoice No: 22954

Project No: U0706.06

\* \* \* \* \* \* INVOICE

Professional services rendered through November 30, 2003

Miscellaneous Services on Small Projects.

Services Provided This Period Include:

- 090-0616-3305042

\$ 485.81 - Bear Lake Sodium Hypo Revisions

\$ 485.82 · Weathersfield Sodium Hypo Revisions \_ 090 - 0602 · (15 - 03 - 01 - 103 06

\$ 245.00 · Miles Grant Map Revisions - 091\_0640\_3305042

\$4,082.50 - PSC Maps - Legal Descriptions \_ 0 8 4 . のこにロー (86 % のみの

Classification	Hours	Labor Cost
Design Engr. EIT	3.00	\$210.00
Design Tech	14.00	\$980.00
Total Labor Charges		\$1,190.00
Tinklepaugh Surveying SE		4,082.50
Total Consultant Expenses		\$4,082.50
Postage		7.90
Blueprints		9.60
Mileage		9.13
		-
Total Out of Pocket Expenses		\$26.63
Invoice Total		\$5,299.13

#### TINKLEPAUGH SURVEYING SERVICES, INC.

379 WEST MICHIGAN STREET SUITE 208 ORLANDO, FLORIDA 32806 (407) 422-0957

DATE INVOICE # 10/28/2003 68998

BILL TO

ITEM

SERVICE

Conklin, Porter & Holmes Engineers, Inc. 1117 E. Robinson Street
Orlando, FL 32801
Atm: Steve Romano

DESCRIPTION

					,
	SURVEY OR	DER#	TERMS	,	FILE NUMBER
	T03-D3	3	30 Days	 S	SX-7422
DESCRIP	TION	HOURS	3	RATE	AMOUNT
UTILITIES INC OF	FLORIDA		<del>-</del> ,	·	
MODIFY SERVICE	AREA	;	1	4,082.50	4,082.50 V

40706.06 SM

Total

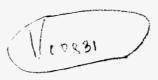
\$4,082.50

FEDERAL IDENTIFICATION NUMBER: 59-2305026

CONTRACTOR SONS IS: DANWELLCH ENGINEERS

ENTERED PER 2 5 2004

Invoice



Invoice#:00039205 Customer: UTIINC Inv Date: 02/09/04 Page Num:

Order :

RECEIVED

FER 1 1 7004

Ship-to:

UTILITIES, INC. 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL

Bill-to:

UTILITIES, INC. LAKE RIDGE PLANT LAKE COUNTY

32714

Customer FO Number: JH634W

Ship Date :Drp:Resle:Terms :Ship Via :Slspr Num:Due Date :

02/09/04 : N : N :NET 30-DAY :SERVICE : 9 :03/10/04 :

:Unit :T: Extended Qty Ordered : Qty Shipped: Item Number :Price :Qty Backord:Description

#### 2/9/04 SERVICE TO INSTALL NEW CHECK VALVE

1.00 1.00 SERVICE CALL LABOR 0.00 2/9 LAKE RIDGE CK VAL 725.000 725.00 MEN & TRUCK

1.00 8" W&L CHECK VALVE 1.00 1722.00 AND ASSEMBLY KITS 1722.000 0.00

2.00 2.00 101VALMAT

0.00 101WSER AIR VAC VALVE 226.000

ONE AIR RELEASE VALVE FOR THE ORANGES AND NOTE:

ONE AIR RELEASE VALVE FOR SPARE

SERVICE CHARGES of 1.5% per month, or the maxium allowed by law will be added to any past due balances. Also added will be all cost, including reasonable attorney fees, whether suit be brought or not, if the charges due hereunder are not discharged within (30) days of date of invoice and counsel shall be BALANCE DUE SHOWN BELOW : employed herein.

LOCKE WELL AND PUMP COMPANY 3685 OLD WINTER GARDEN ROAD ORLANDO, FLORIDA 32805

FAX: 407/578-1840

407/299-8888

Tax ID 59-1034242

Sales Tax :

Freight Invoice Total:

Payment : Balance

2899.00:

152.18: 0.00:

452.00

3051.18:

0.00

ENTERED MAY 1 4 2004



#### **SUNSTATE METER & SUPPLY, INC.**

14001 W. NEWBERRY ROAD NEWBERRY, FLORIDA 32669-2710

PHONE (352) 332-7106 • FAX (352) 332-5604



## "DISTRIBUTOR FOR MAJOR BRANDS OF WATER AND SEMER SYSTEMS SUPPLIES"

HAVE A NICE DAY

MAY 0 6 2004

<b>‡CU</b>	IST NO. JO	OB NO.   PURC	CHASE	ORDER NO.	REFERENCE		- 0,0%,11	ERMS	CL.	ERK DA	TE TIME
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\$ (3)

ENTERED JUN 1 6 2004

#### SUNSTATE METER & SUPPLY, INC.



14001 W. NEWBERRY ROAD NEWBERRY, FLORIDA 32669-2710 PHONE (352) 332-7106 • FAX (352) 332-5604

EDISTRIPLE OR FOR MAJOR BRANDS OF WATER AND SEWER SYSTEMS SUPPLIES"

UN 0 1 2004

PO # JH-660W

JH-660W

HAVE A NICE DAY

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2					CARTRIDGE DUAL CHECK VALVE					
3					HC X FIPT					
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					** AMOUNT CHARGED TO STORE	ACCOUNT **	3,573.75	TAXABLE NON-TAXABLE SUBTOTAL	3331.05 42.84 3373.89	

ENTERED NUV 0 5 2004

200 Wethersfield Ave.

Altamonte Springs, FL 32714

OCT 20 2004

RECEIVED

CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

UTILITIES, INC.

Attention:

Re:

Invoice No: 27950

October 13, 2004 Billing through September 19, 2004

Project No. **#U0717** 

17950

Lake Groves Consumptive Use Permit Renewal

PROJECT BILLING SUMMARY \*\*\*\*\*

13098

**CURRENT INVOICE** (Invoice Number 27950

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

**CURRENT INVOICE TOTAL** 

\$7,535.00 2,337.27

\$9,872.27

exqueening for JB

**CPH ENGINEERS, INC.** 

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received

\$23,887.50

12,906.49

\$36,793.99

-26,921.72

TOTAL DUE

\$9,872.27

Statement of Account

Invoice # Date 0 - 30 31 - 60 61 - 9091 - 120 121 + Total AR 10/13/2004 27950 \$9,872.27 \$9,872.27 Subtotal \$9,872.27 \$9,872.27

089-0675-3305042

200 Wethersfield Ave.



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

Altamonte Springs, FL 32714
October 13, 2004

Invoice No: 27950

INVOICE \*\*\*\*\* Project No: U0717

Professional services rendered through September 19, 2004

Lake Groves Consumptive Use Permit Renewal

\$15,000.00 Original Fee Amount

\$ 5,500.00 Additional Service - Subconsultant for Hydrogeologic Modeling

\$ 2,130.00□ Additional Services - 11/21/02

\$ 5,000.00 Additional Service - Subconsultant for Groundwater Modeling Report

\$27,630.00 Total Fee Amount

.....

Classification	Hours	Labor Cost
Clerical 11	6.00	\$300.00
Design Engineer EIT	25.00	\$2,000.00
Professional		
Engineer	11.00	\$1,155.00
Senior CADD		
Technician	60.00	\$4,080.00
Total Labor Charges		\$7,535.00
The Colinas Group, Inc.		2,079.00

\$2,079.00
172.70
37.44
8.80
0.05
22.40
16.88

Total Out of Pocket Expenses \$258.27

Invoice Total

\$9,872.27

Please send remittance to:
THE COLINAS GROUP, INC
2031 East Edgewood Drive

2031 East Edgewood Drive Suite 5 Lakeland, FL 33803





DATE	INVOICE#
9-3-2004	O-213A-1

BILL TO:	PROJECT
CPH Engineers, Inc. 101 North Woodland Blvd. Suite 100 Deland, Florida 32720 Attention: Steve Romano	Lake Groves Utilities New Potable Well at Citrus Highlands

P.O. NO.	TERMS	DUE DATE	PROJECT NO.
	30 days	10-3-2004	O-213A

DESCRIPTION	QUANT.	RATE	AMOUNT
Prepare Well Construction Specifications & Bid Form	19 hrs.	\$90/hr	\$1,710.00
Meetings with CPH Engineers and Lake Utilities Services on 8-3-04	2 hrs.	\$90/hr	180.00

Thank you for your business. If you have any questions, please call Bob Oros at (407) 622-8176	\$1,890.00

ENTERED NUV 2 4 2004

Utilities, Inc. CPH Engineers, Inc. 200 Wethersfield Ave. P.O. Box 2808 Altamonte Springs, FL 32714 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639 Attention: November 3, 2004 Invoice No: 28174 Billing through October 17, 2004 Project Noz #W0717/28174 Re: ake Greves Consumptive Use Permit Renewal \*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\* **CURRENT INVOICE** (Invoice Number 28174 is enclosed) Labor \$6,156.50 Consultant and Out-of-Pocket Expenses 27.70 **CURRENT INVOICE TOTAL** \$6,184.20 **CPH ENGINEERS, INC.** PROJECT-TO-DATE Professional Fees \$30,044.00 Consultant and Out-of-Pocket Expenses 12,934.19 Total Billing to Date \$42,978.19 Less Amounts Received -26,921.72 TOTAL DUE \$16,056.47 Statement of Account Invoice # Date 0 - 30 31 - 60 61 - 90 91 - 120 121 + Total AR 10/13/2004 27950 \$9,872,27 \$9,872.27

\$6,184.20

\$16,056,47

28174

11/03/2004

Subtotal:

\$6,184.20

\$16,056.47

200 Wethersfield Ave. Altamonte Springs, FL 32714



Phone: 407 322 6841

Phone: 407.322.6841 Fax: 407.330.0639

November 3, 2004

Invoice No: 28174 Project No: U0717

Labor Cost

\*\*\*\*\* INVOICE

Professional services rendered through October 17, 2004

Lake Groves Consumptive Use Permit Renewal

\$15,000.00 Original Fee Amount

\$ 5,500.00 Additional Service - Subconsultant for Hydrogeologic Modeling

\$ 2,130.00 Additional Services - 11/21/02

\$ 5,000.00 Additional Service - Subconsultant for Groundwater Modeling Report

\$19,500.00 Well #3 Design

\$47,130.00 Total Fee Amount

Classification

Clerical 11	1.75	\$87.50	
Design Engineer EIT	29.50	\$2,360.00	
Professional			
Engineer	1.00	\$105.00	
Senior CADD			
Technician	53.00	\$3,604.00	
Total Labor Charges		\$6,156.50	
Blueprints		4.80	
Xerox		22.90	
Total Out of Pocket Expenses		\$27.70	
-			
Invoice Total		\$6,184.20	

Hours

372215

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DEC 2 8 2004

TOKA TIES, NO. Utilities, Inc. 200 Wethersfield Ave. CPH Engineers, Inc. P.O. Box 2808 Altamonte Springs, FL 3271 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639 Attention: December 3, 2004 Invoice No: 28604 Billing through November 14, 2004 U0717/28605 Project No: 13098 Lake Groves Consumptive Use Permit Renewal Re: PROJECT BILLING SUMMARY \*\*\*\*\* **CURRENT INVOICE** (Invoice Number 28604 is enclosed) Labor \$3,284.00 Consultant and Out-of-Pocket Expenses 0.00 **CURRENT INVOICE TOTAL** 089-0675-3305042 CPH ENGINEERS, INC. PROJECT-TO-DATE \$33,328.00

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received

TOTAL DUE

\$46,262.19

12,934.19

-36,793.99

\$9,468.20

#### Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
		<del></del>					
28174	11/03/2004	\$6,184.20					\$6,184.20
28604	12/03/2004	\$3,284.00					\$3,284.00
							<del></del>
	Subtotal:	\$9,468.20					\$9,468.20

200 Wethersfield Ave.

Altamonte Springs, FL 32714)



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

Children Wo December 3, 2004

Invoice No: 28604 Project No: U0717

INVOICE

Professional services rendered through November 14, 2004

Lake Groves Consumptive Use Permit Renewal

\$15,000.00 Original Fee Amount

\$ 5,500.00 Additional Service - Subconsultant for Hydrogeologic Modeling

\$ 2,130.00 Additional Services - 11/21/02

\$ 5,000.00 Additional Service - Subconsultant for Groundwater Modeling Report

\$19,500.00 Well #3 Design

\$47,130.00 Total Fee Amount

Classification	Hours	Labor Cost
Design Engineer EIT Senior CADD	4.50	\$360.00
Technician	43.00	\$2,924.00
Total Labor Charges		\$3,284.00

**Invoice Total** 

\$3,284.00

 $\sqrt{3}$ 

ENTERED PEB 0 2 2004

Utilities, Inc. CPH Engineers, Inc. 200 Wethersfield Ave. P.O. Box 2808 Sanford, FL 32772-2808 Altamonte Springs, FL 32714 Phone: 407.322.6841 Fax: 407.330.0639 Attention: JAN 26 2004 January 20, 2004 Invoice No: Billing through December 28, 2003 Project No: Re: Lake Utilities Services Miscellaneous Consulting Services. \*\*\* \*\*\* PROJECT BILLING SUMMARY \*\*\*\* **CURRENT INVOICE** (Invoice Number 23336 is enclosed) Labor \$2,630.00 Consultant and Out-of-Pocket Expenses 471.24 **CURRENT INVOICE TOTAL** \$3,101.24 To - Please see notes on west - Spano Mala CPH ENGINEERS, INC. 3315043 445,50 PROJECT-TO-DATE Professional Fees \$7,793,75 Consultant and Out-of-Pocket Expenses 3,077.35 Service oreing Total Billing to Date \$10,871.10 Less Amounts Received -7,769,86 TOTAL DUE \$3,101.24

Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
23336	01/20/2004	\$3,101.24					\$3,101.24
	Subtotal:	\$3,101.24					\$3.101.24

\* \* \* \* \* \*

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

January 20, 2004 Invoice No: 23336

Project No: U0706.03

**INVOICE** 

Services Provided This Period Include:
\$2,655.74 · LUSI Service Area Mapping
\$445.50 · SJRWMD Meeting

- LAWE
\$3,101.24

Classification	Hours	Labor Cost
Clerical 11	0.50	\$22.50
Design Tech	37.25	\$2,607.50
Total Labor Charges		\$2,630.00
The Colinas Group, Inc.		445.50
Total Consultant Expenses		\$445.50
Blueprints		8.04
Xerox		10.40
Mileage		7.30
Total Out of Pocket Expenses		\$25.74
nvoice Total		\$3,101.24

#### Please send remittance to:

# THE COLINAS GROUP, INC 2033 East Edgewood Drive

2033 East Edgewood Drive Suite 5 Lakeland, FL 33807-3601

### **INVOICE**

DATE	INVOICE#
12-24-2003	O-213-3

BILL TO:	PROJECT
CPH Engineers, Inc. 1117 East Robinson Street, Suite C Orlando, Florida 32801	Water Use Permitting Lake Groves Utilities
Attention: Steve Romano	

P.O. NO.	TERMS	DUE DATE	PROJECT NO.	
	30 days	1-24-2004	O-213	

DESCRIPTION	QUANT.	RATE	AMOUNT
Lake Groves Utilities  Meetings with SJRWMD and Utilities Inc. of Florida on 12-18-03	4.5 hrs.	\$90/hr	\$405.00
Tiona on 12-10-00		1 100	
RECEIVED	de	to 10 13	
DEC 2 9 2003	. 4	0706.05	
CONKLIN, PORTER & HOLMES ORLANDO, FLORIDA	U	0 '	

Thank you for your business. If you have any questions, please call Bob Oros at (407) 622-8176	\$405.00

<sup>055</sup>206

j 3

ENTERED JUN 1 6 2004

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

골골 2004

Attention:

Invoice No: 25027

Project No: #U0706.03/25027

Re:

May 13, 2004

Billing through April 25, 2004

Lake Utilities Services Miscellaneous Consulting Services.

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 25027

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

**CURRENT INVOICE TOTAL** 

\$1,930.00

76.15

\$2,006.15

**CPH ENGINEERS, INC.** 

089-0628-3315043

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received

TOTAL DUE

\$11,437.75 3,541.72

\$14,979.47

-12,289.52

\$2,689.95

Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
24545	04/14/2004	\$683.80					\$683.80
25027	05/13/2004	\$2,006.15					\$2,006.15
	Subtotal:	\$2 689 95		<del></del>		<u></u>	\$2 689 95

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

May 13, 2004

Invoice No: 25027

Project No: U0706.03

\*\*\*\*

**INVOICE** 

\*\*\*\*

Professional services rendered through April 25, 2004

Lake Utilities Services Miscellaneous Consulting Services.

Services Provided This Period Include:

\$1,140.00 Timberlane Analysis

\$ 391.15 LUSI PSC Maps

\$ 475.00 Greater Lakes/Sawgrass Mill Analysis

\$2,006.15 Total

Classification	Hours	Labor Cost
Design Tech	4.50	\$315.00
Prof.Engineer	4.50 17.00	\$1,615.00
Troncing	17.00	41,013.00
Total Labor Charges		\$1,930.00
Blueprints Mileage		15.92 60.23
Total Out of Pocket Expenses		\$76.15
		· · · · · · · · · · · · · · · · · · ·
Invoice Total		\$2,006.15

GL3.1C 		「 INQUIRY - TRANSACTION DETA 		
089*0631*3315043		ACCT TYPE: A	BEG BAL:	648,935.8
089*0631*3315043		STATUS: A	END BAL:	658,834.30
TRANS & DISTR MAINS		PERIOD: 06(JUN)	SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE	COMMENT	DEBIT	CREDI
189*0675*3602006	1	WESTON HILLS III PH B	14,448.00	
)89*0675*2721006	2	WESTON HILLS III PH B		14,448.00
189*0675*3612008	3	WESTON HILLS III PH B	44,254.00	
189*0675*2721008	4	WESTON HILLS III PH B		44,254.00
089*0675*3612010	5	WESTON HILLS III PH B	22,515.00	
189*0675*2721098	6	WESTON HILLS III PH B		22,515.0
189*0675*3662006	7	WESTON HILLS III PH B	20,292.00	
189*0675*3752008	8	WESTON HILLS III PH B	13,808.00	
189*0675*2722050	9	WESTON HILLS III PH B		20,292.00
89*0675*2722050	10	WESTON HILLS III PH B		13,808.00
89*0675*2711043	11	WESTON HILLS III PH B		47,974.00
89*0675*2711048	12	WESTON HILLS III PH B		8,400.00
89*0675*3355048	13	WESTON HILLS III PH B	8,400.00	
CTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT B(n	n)-DISP BATCH	NP,PP,NA,P

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION [	DETAIL	
089*0631*3315043		ACCT TYPE: A	BEG BAL:	648,935.80
089*0631*3315043		STATUS: A	END BAL:	658,834.30
TRANS & DISTR MAIN	S	PERIOD: 06(Jl	JN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT		COMMENT	DEBIT	CREDIT
089*0675*3315043	14	WESTON HILLS III PH E	DEBIT 3 47,974.00	
089*0675*3335045	15	WESTON HILLS III PH E	,	
089*0675*2711045	16	WESTON HILLS III PH E		16,576.00
089*0667*3315043	17	SHORES LK CLAIR	√24,850.00	
089*0667*3335045	18	SHORES LK CLAIR	5,650.00	/
089*0667*2711043	19	SHORES LK CLAIR		√24,850.00
089*0667*2711045	20	SHORES LK CLAIR		5,650.00
089*0667*2711045	21	VISTA PINES		6,866.00
089*0667*2711043	22	VISTA PINES		34,972.56
089*0667*2711048	23	VISTA PINES		6,411.00
089*0667*3355048	24	VISTA PINES	6,411.00	
089*0667*3315043	25	VISTA PINES	√34,972.56	
089*0667*3335045 	26 	VISTA PINES	6,866.00	
ACTION B1	X-EXIT	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
Q4201 Enter <cr> to</cr>	continu	ie scan, X to end scan		

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GL3.1C	ACCOUN	T INQUIRY - TRANSACTION DET.	A I L	
089*0631*3315043		ACCT TYPE: A	BEG BAL:	648,935.80
089*0631*3315043		STATUS: A	END BAL:	658,834.30
TRANS & DISTR MAINS	1	PERIOD: 06(JUN)	SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	CREDIT
089*0631*2711045	27	SPRING VALLEY PH 7		11,610.00
089*0631*2711043	28	SPRING VALLEY PH 7		9,898.50
089*0631*2711048	29	SPRING VALLEY PH 7		5,250.00
089*0631*3355048	30	SPRING VALLEY PH 7	<b>,</b> 5,250.00	
089*0631*3315043	31	SPRING VALLEY PH 7	<b>√</b> 9,898.50	
089*0631*3335045	32	SPRING VALLEY PH 7	11,610.00	
089*0667*2711045	33	REGAL RIDGE		7,117.30
089*0667*2711043	34	REGAL RIDGE		34,582.70
089*0667*3315043	35	REGAL RIDGE	√34,582.70	
089*0667*3335045	36	REGAL RIDGE	7,117.30	
089*0636*2711045	37	LEGEND/BRIDGESTONE PH		9,795.00
		4		
	·	S(nn)-SCAN P(S)-PRINT B(I		ND DD NA DA

GL3.1C	ACCOUNT	INQUIRY - TRANSACTION DE	ETAIL	
089*0631*3315043		ACCT TYPE: A	BEG BAL:	648,935.8
089*0631*3315043		STATUS: A	END BAL:	658,834.30
TRANS & DISTR MAINS	)	PERIOD: 06(JUN	N) SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE	COMMENT		CREDI
089*0636*2711043	38	LEGEND/BRIDGESTONE PH 4		54,196.90
089*0636*2711048	39	LEGEND/BRIDGESTONE PH 4		9,150.00
089*0636*3355048	40	LEGEND/BRIDGESTONE PH 4	9,150.00	
089*0636*3315043	41	LEGEND/BRIDGESTONE PH 4	$\sqrt{54,196.90}$	
089*0636*3335045	42	LEGEND/BRIDGESTONE PH 4	9,795.00	
089*0675*3602007	43	TRADDS LANDING	47,230.30	
089*0675*2721007	44	TRADDS LANDING		47,230.30
089*0675*3612010 	45 	TRADDS LANDING	100,958.00	
ACTION B1	X-EXIT S	(nn)-SCAN P(S)-PRINT B	(nn)-DISP BATCH	NP,PP,NA,PA
]4201 Enter <cr> to</cr>	continue	scan, X to end scan		

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GL3.1C	ACCOUNT	INQUIRY -	- TRANSACT	ION DETA		
089*0631*3315043		AC	CT TYPE:	Α	BEG BAL:	648,935.80
089*0631*3315043			STATUS:	Α	END BAL:	658,834.30
TRANS & DISTR MAINS						REE PRIOR ACT
ACCOUNT	LINE	COMMENT	·		DEBIT	CREDIT
089*0675*3602006	46	TRADDS	LANDING		62,388.00	
089*0675*3542011	47	TRADDS	LANDING		360,575.00	
089*0675*3612008	48	TRADDS	LANDING		156,558.73	
089*0675*2721098	49	TRADDS	LANDING			100,958.00
089*0675*2721006	50	TRADDS	LANDING			62,388.00
089*0675*2721011	51	TRADDS	LANDING			360,575.00
089*0675*2721008	52	TRADDS	LANDING			156,558.73
089*0675*3752008	53	TRADDS	LANDING		181,119.11	
089*0675*3662006	54	TRADDS	LANDING		59,975.00	
089*0675*2721050	55	TRADDS	LANDING			181,119.11
089*0675*2721050	56	TRADDS	LANDING			59,975.00
089*0636*2711045	57	TRADDS	LANDING			62,943.00
089*0636*2711043	58	TRADDS	LANDING			<b>√</b> 230,673.86
ACTION B1 X	(-EXIT S	S(nn)-SCAN	P(S)-PR	INT B(nr	n)-DISP BATCH	H NP,PP,NA,PA
Q4201 Enter <cr> to</cr>	continue	e scan, X	to end sc	a n		

GL3.1C	ACCOUNT	INQUIRY - TRANSACTION	DETAIL	
089*0631*3315043		ACCT TYPE: A	BEG BAL:	648,935.8
089*0631*3315043		STATUS: A	END BAL:	658,834.30
TRANS & DISTR MAINS	)	PERIOD: 06(	JUN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE	COMMENT	DEBIT	CREDI
089*0636*2711048	59	TRADDS LANDING		39,168.00
089*0636*3355048	60	TRADDS LANDING	39,168.00	
089*0636*3315043	61	TRADDS LANDING	√230,673.86	
089*0636*3335045	62	TRADDS LANDING	62,943.00	
089*0675*2711043	63	MARTINS LANDING		21,335.50
089*0675*2711048	64	MARTINS LANDING		4,200.00
089*0675*3355048	65	MARTINS LANDING	, 4,200.00	
089*0675*3315043	66	MARTINS LANDING	$\sqrt{21,335.50}$	
089*0675*3612010	67	ORANGETREE PH 4	27,220.23	
089*0675*3602006	68	ORANGETREE PH 4	19,346.33	
089*0675*3612008	69	ORANGETREE PH 4	43,489.96	
089*0675*2721098	70	ORANGETREE PH 4		27,220.23
089*0675*2721006	71	ORANGETREE PH 4		19,346.33
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
 Q4201 Enter <cr> to</cr>	continu	e scan, X to end scan		

GL3.1C	ACCOUNT	Γ INQUIRY - TRANSACTION	DETAIL	
089*0631*3315043		ACCT TYPE: A	BEG BAL:	648,935.80
089*0631*3315043		STATUS: A	END BAL:	658,834.30
TRANS & DISTR MAINS	S	PERIOD: 06(J	UN) SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE	COMMENT	DEBIT	CREDIT
089*0675*2721008	72	ORANGETREE PH 4		43,489.96
089*0675*2711045	73	ORANGETREE PH 4		26,084.24
089*0675*2711043	74	ORANGETREE PH 4		92,331.83
089*0675*2711048	75	ORANGETREE PH 4		19,431.99
089*0675*3355048	76	ORANGETREE PH 4	19,431.99	
089*0675*3315043	77	ORANGETREE PH 4	<b>/</b> 92,331.83	
089*0675*3335045	78	ORANGETREE PH 4	26,084.24	
089*0675*3752008	79	ORANGETREE PH 4	58,122.68	
089*0675*3662006	80	ORANGETREE PH 4	31,839.00	
089*0675*2721050	81	ORANGETREE PH 4		58,122.68
089*0675*2721050	82	ORANGETREE PH 4		31,839.00
089*0675*3612010	83	MISSION PK PH 3	9,800.00	
089*0675*3602006	84	MISSION PK PH 3	10,696.00	
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
 Q4201 Enter <cr> to</cr>	continu	e scan, X to end scan		

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GL3.1C	ACCOUN	INQUIRY -	TRANSACT	ION DETA	I L		
089*0631*3315043		AC(	CT TYPE:	Α	BEG BAL:	6	548,935.80
089*0631*3315043			STATUS:	Α	END BAL:	6	558,834.30
TRANS & DISTR MAIN	S		PERIOD:	06(JUN)	SEGMENT: T	HREE F	PRIOR ACT
ACCOUNT	LINE	COMMENT			DEBI	T	CREDIT
089*0675*3612008	85	MISSION	PK PH 3		17,040.0	0	:
089*0675*2721098	86	MISSION	PK PH 3				9,800.00
089*0675*2721006	87	MISSION	PK PH 3				10,696.00
089*0675*2721008	88	MISSION	PK PH 3				17,040.00
089*0675*2711045	89	MISSION	PK PH 3				14,272.00
089*0675*2711043	90	MISSION	PK PH 3				24,270.00
089*0675*2711048	91	MISSION	PK PH 3				2,100.00
089*0675*3355048	92	MISSION	PK PH 3		, 2,100.0	0	
089*0675*3315043	93	MISSION	PK PH 3		$\sqrt{24,270.0}$	0	
089*0675*3335045	94	MISSION	PK PH 3		14,272.0	0	
089*0675*3752008	95	MISSION	PK PH 3		10,522.0	0	
089*0675*3662006	96	MISSION	PK PH 3		19,491.0	0	
089*0675*2721050	97	MISSION	PK PH 3				10,522.00
ACTION B1	x –E x I T	S(nn)-SCAN	P(S)-PR	INT B(nr	n)-DISP BAT	CH NP	,PP,NA,PA
Q4201 Enter <cr> to</cr>	continu	e scan, X t	o end sc	an			

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CTION	X –E X I T	S(nn)-SCAN	P(S)-PR	INT B(nr	n)-DISP BATCH	H NP,PP,NA,P
FRANS & DISTR MAINS ACCOUNT	LINE-	COMMENT MISSION	PERIOD:	06(JUN)	SEGMENT: TH	REE PRIOR ACT
089*0631*3315043 089*0631*3315043		ACO	CT TYPE: STATUS:	A A	BEG BAL: END BAL:	•

#### UTILITY AGREEMENT

THIS UTILITY AGREEMENT dated this Lady of Land 2003 by and between LAKE UTILITY SERVICES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and MISSION PARK, LLLP, a Florida Limited Liability Limited Partnership (hereinafter referred to as the "Owner").

#### PREMISES

HO ame

WHEREAS, Owner is the owner of approximately 14:20 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 76 residential building lots requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water

File: 16.675 Missian Park Ph3/Engineered Hones

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and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump-sum increments. Each lump-sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump-sum increments of Connection Contributions shall be paid in cash or eashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Contract, Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump-sum increment paid for Connection



Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph I hereof) and such lump-sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3; (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and; (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not be less than the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements, which must be constructed to serve the Development, may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from time to time when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development, or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and; (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however,



Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing, Utilities agrees that in those instances where the Owner pays for more than its pro rata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Owner up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect into such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

- 4. <u>ON-SITE FACILITIES</u>. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefore by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities



as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water, reclaimed water and sewer facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. In the event, current Federal income tax laws treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities, then, at the time that Owner shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Owner shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved



by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however. Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install



a water meter or water meters, as Utilities should deem to be necessary to serve the Development

and the Property. Utilities shall have the right to designate the number, type, quality and size of

said meter or meters. The cost for said water meter or water meters and the labor charges

associated with its installation shall be paid to Utilities by Owner prior to installation of each

such meter at the rate from time to time approved by the Florida Public Service Commission or

any other governmental regulatory body from time to time having jurisdiction over such matters.

Said sum shall be due and payable prior to the time of installation of said meter or meters. All

water meters so installed shall remain the property of Utilities.

9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities

shall petition the Florida Public Service Commission for permission to include the Property in

Utilities' service area as approved by the Florida Public Service Commission. In the event that

the Florida Public Service Commission shall fail to approve and grant said petition to include the

Property in Utilities' service area within twelve (12) months for the date hereof, either party

hereto shall have the right to terminate this Agreement at any time until the Property is included

in the said service area.

40. PLATS. All plats of the Property, or portions thereof, filed among the Public Records

of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility

easements as may be reasonable and necessarily required for the purpose of serving the Property.

or portions thereof with the water and sewer service to be provided hereunder.

11. SALE TO GOVERNMENTAL ENTITY. In the event Utilities shall hereafter self

the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County,

or a duly constituted municipality, or any agency or entity under such State's, County or

municipality's control, supervision or direction, Owner agrees that with respect to water,

reclaimed water and sewer service to the Property, the rules and regulations of such purchaser,

and not the provisions of this contract, shall control, and that, upon assignment of this Agreement

to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

12. NOTICES. Payments required to be made under the terms hereof and notices

permitted, or required to be made under the terms hereof, shall be delivered to the parties at the

respective addresses:

LAKE UTILITY SERVICES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Owner:

**Utilities:** 

MISSION PARK, LLLP

1155 South Semoran Blvd.-Suite 1120

Winter Park, FL 32792

Attn.: Igor Teplitsky

15

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

13. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

#### 14. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

LAKE UTILITY SERVICES, INC.

James Camaren, Chairman & C.E.O.

ATTEST:

MISSION PARK, LLLP

ATTEST:

# WATER UTILITY AGREEMENT Vista Pines LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this 2 day of 549, 2003 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Highland Real Estate and Investment, Inc. a Florida corporation (hereinafter referred to as the "Owner").

#### WITNESSETH

WHEREAS, Owner is the owner of approximately 20 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 50 residential building lots, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter, Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any unearned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal

governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. In addition, Owner agrees to pay (AFPI) or other fees, to Utility, as may be approved by the Florida Public Service Commission as of the date such payment is required by the Utility. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be paid by Owner to Utility in Jump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or twenty five (25) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in eash or eashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Utility only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the cost of constructing on-site improvements in accordance with Paragraph 4 hereof, which shall be charged

and paid in accordance with said Paragraph 4, (3) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (4) meter installation fees as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- OFF-SITE IMPROVEMENTS, In order to provide water service to the Development. certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in Exhibit B attached bereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities. Owner shall convey the Off-Site Facilities to the Utility, at no cost or expense to the Utility. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the Off-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. By conveyance of the Off-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said Off-Site Facilities have been constructed in a good and professional manner, free from all defects, and that Owner will correct and defect occurring or discovered in said facilities within a period of one (1) year from the date of conveyance.
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to be constructed on the Property to connect the Development to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable

regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which the Utility shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
  - 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by

Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which Owner pays Connection Contribution and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due to the Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters, as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. All water meters so installed shall remain the property of Utility.
- 8. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

10. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Owner: Highland Real Estate and Investment, Inc.

1135 East Avenue Clermont, FL 34711

Attn.: Mr. Dale Ladd, President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

#### MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

Lake Utility Services, Inc.

Junes Camaren, Chairman & CEO

ATTEST:

Min

Highland Real Estate and Investment, Inc.

ATTEST:

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EXHIBIT "A"

Vista Pines

Chi C

TRACT # 1: (MCWIA HLOCK)
The Enst M of the NE M of the SE M of Section 10, Township 23 South, Range 25 East of the Tulishasses Meridian, Lake County, Florida,

Al.Sil: The West is of the NW is of the SW is of Section 11, Township 23 South, Range 25 Rast of the Tallahussee Meridian, Lake County, Pierida.

1.ESS: From the discretion of the East line of the NE % of the SE % of Section 10, Township 23 South, Range 25 East, Lake County, Storids and the center line of State Road S-565-A, run thence B 89 degrees, \$3 minutes, 40 seconds W along the center line of mild Road 475.4 feet to the point of beginning; thence B 3 degrees, 61 minutes, 40 seconds W 292.8 feet; thanks B 89 degrees, 53 minutes, 40 seconds W to the West line of the Kast % of the NE % of the SE % of Section 10, Township 23 South, Range 25 East; thence northerly along the West line of the said Kast % of the NE % of the SE % to the center line of State Road S-565-A; thence N 89 degrees, 53 minutes, 40 seconds E slong said center line to the point of beginning.

1.ESS AND EXCEPT: 33 feet for flight-of-Way along the aurili banadary. Together with un Entement along the West side of the exception contained herein extending from the Highway on the North down to the preperty being sonveyed by this Dock on the South, (and Rasoment being 30 feet in width.) ette 125, fic.

2335 Sanders Road Northbrook, Illinois 60062-6196 Thephose 847, 498-6440 Faccorde, 847, 498-2066



November 5, 1998

Mr. Barry S. Goodman President Altamonte Development Corp. c/o Robert A. Biederman 2909 W. State Road 434, #121-131 Longwood, FL 32779

Dear Mr. Biederman:

Enclosed for your records are a fully executed original agreement for water service for the Spring Valley Development and an executed letter of understanding dated November 4, 1998.

Sincerely

Andrew Doptich Vice President

AD:pas

Encs.

cc: J. Camaren

C. Wenz

D. Rasmussen

# AGREEMENT FOR WATER SERVICE

# SPRING VALLEY DEVELOPMENT, FL

This Agreement is entered into this 4 day of November, 1998 by and between Altamonte Development Corporation, a Florida corporation (hereinafter referred to as "Developer"), and Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility").

#### WITNESSETH

WHEREAS, Developer is the owner of or is duly authorized to act on behalf of the owners of certain real estate in Lake County, Florida, hereinafter referred to as "Property" and more fully described in Exhibit "A" attached hereto, and;

WHEREAS, Developer is in the process of developing the Property into a residential community which will contain approximately 476 residential dwelling units and 100,000 to 160,000 square feet of commercial development when completed, and;

WHEREAS, Utility is engaged in the business of furnishing water service to the public in the interconnected Clermont 1. Amber Hills, and Lake Ridge system which service territory as authorized by its Certificate of Public Convenience and Necessity encompasses the property, and;

WHEREAS, Developer desires Utility to provide water service within the property and Utility desires to provide water service to the Property according to the terms and conditions of this Agreement.

WHEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

## ARTICLE J

## REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer represents and warrants:

- a. That Developer is the owner of or is duly authorized to act on behalf of the owners of the Property, and;
- b. That Developer will cooperate fully with the Utility in any and all applications or petitions to public authorities deemed necessary or desirable by Utility in connection with the construction and installation of the water utility system contemplated by this Agreement.
- c. That Developer will cooperate fully with the Utility in conveying to the Utility or provide by recorded subdivision plats such easements or rights-of-way as the Utility may reasonably require for the Utility's performance of its obligations under this Agreement, provided however, such easements or rights-of-way will not unreasonably interfere with the intended development of the Property. Any such plats, conveyances or licenses will be in form satisfactory to the Utility's legal counsel.
- d. Anything in this Agreement notwithstanding, there will be no elevated water storage on the Property.



e. Upon receipt of a properly executed copy of this Agreement, Developer will pay to Utility the non-refundable sum of Two Thousand and 00/100 Dollars (\$2,000.00) to partially defray Utility's legal costs.

#### ARTICLE II

# CONSTRUCTION AND INSTALLATION OF WATER DISTRIBUTION

# FACILITIES BY DEVELOPER

- 1. The Developer hereby agrees to construct and install, at its sole cost and expense, the complete central water distribution facilities (hereinafter referred to as "Facilities") throughout the Property, including but not limited to water mains, valves, services, hydrants, curb stops, meters and other facilities as are reasonably required to provide adequate water utility service (in accordancewith applicable governmental standards) to all residential and/or commercial units to be constructed within the Property. Prior to the commencement of water utility service to the Property, Developer shall be responsible for securing all appropriate easements, constructing and installing, at Developers sole cost and expense, approximately 1,200 feet of ten-inch diameter water supply main interconnecting the Facilities with Utility's existing Clermont water plant number 1 and approximately 3,600 feet of ten-inch diameter water supply main interconnecting the Facilities with Utility's existing Lake Ridge and Amberhill water plants.
- 2. Utility, at its sole option, may require Developer to install the aforementioned 1,200 and 3,600 foot sections of water supply main utilizing a larger diameter main size. Should Utility elect to require Developer to install water supply main larger than ten inches in diameter, the incremental difference in cost associated with installing water supply mains larger than ten inches in diameter shall be borne solely by Utility.
- 3. The Facilities to be constructed by Developer pursuant to Paragraph 1 of this Article II may be installed in phases over a period of time, and when installed, will meet the reasonable needs of water utility customers within the Property. All plans, specifications and construction shall be in accordance with applicable standards, requirements, rules and regulations of agencies of the State of Florida, as well as all local or municipal authorities.
- 4. All materials used shall be new, first-class, and suitable for the uses made thereof, and similar to that used by other utilities in Lake County.
- 5. Developer guarantees all construction, materials, workmanship and the trouble-free operation of the Facilities for twelve (12) months after completion of each phase or section.
- 6. Developer shall save and hold Utility harmless from and against all suits or claims that may be based upon any injury to any person or property that may occur in the course of the performance of the construction of the Facilities by Developer or by anyone acting on Developer's behalf, or under Developer's supervision and control, including but not limited to, claims made by employees of Developer, and Developer shall, at its own cost and expense, pay all costs and other expenses arising therefrom, or incurred in connection therewith, including reasonable attorneys' fees.
- 7. All of the Facilities installed by Developer pursuant to this Agreement shall become the property of Utility as installed. Developer shall execute all conveyances, licenses and other documents reasonably requested by Utility as necessary or desirable in Utility's opinion to ensure Utility's ownership of, ready access to, and operation of the Facilities. Developer shall furnish utility with lien waivers and original cost invoices in a form satisfactory to utility's counsel from Developer and from all suppliers, subcontractors and all others who furnish labor, equipment, materials, rentals, or who perform any services in connection with the Facilities construction herein.



- 8. Developer shall, prior to the transfer to Utility of the Facilities, grant permanent, assignable easements satisfactory to Utility, authorizing Utility to own, operate and maintain the Facilities and providing reasonably adequate rights of access and working space for such purposes. Developer shall also execute additional conveyances reasonably requested by Utility as necessary to allow Utility access within the Property to extend and interconnect the Facilities to other developments outside the property, so long as such additional requested conveyances do not unreasonably interfere with Developer's intended development of its property.
- 9. Developer shall, upon transfer to Utility of the Facilities, provide to Utility operating manuals, permits, as-built drawings and all other information reasonably required to operate, maintain and repair the Facilities.

## ARTICLE III

## TAP FEES

- 1. The parties to this Agreement acknowledge there is a pending lawsuit in the fifth District Court of Appeals for the State of Florida between Utility and the City of Clermont, Florida, concerning the right to provide service to a parcel of real estate located south and in the proximity of the Property. The parties hereto further acknowledge that Developer has considered the possibility of annexing to the City of Clermont, Florida. In the event Utility is successful in the pending lawsuit, the parties hereto will proceed in accordance with the terms of this Agreement. In the event the City of Clermont, Florida is successful in said lawsuit, the Developer shall have a sixty-day option to be exercised by written notice to either (a) cancel this Agreement, and in such event, the parties shall have no further obligation hereunder, or; (b) within said sixty days, notify Utility they wish to proceed with the terms of this Agreement. In the event Developer exercises the option to obtain potable water service from the City of Clermont, the Utility warrants that it will not attempt to block or interfere with the obtaining of such service from the City of Clermont.
- 2. Along with the notification they wish to proceed, Developer shall deliver the sum of Sixty-Eight Thousand and 00/100 Dollars (\$68,000.00) (the "Deposit") to the Utility. The Deposit shall be non-refundable except for the Utility's failure to make available the necessary water utility capacity. Upon receipt of the payment, Utility agrees to reserve water utility capacity for residential lots within the property, as well as credit the collection of tap-on fees for the first Fifty (50) residential dwelling units within the property.
- 3. Thereafter, on each yearly anniversary of the first payment, the Developer shall pay an additional Seventy Thousand and 00/100 Dollars (\$70,000.00) for the purchase of Fifty (50) equivalent residential connections (ERCs) or such number of ERCs as Utility will allow at a equal price per ERC. Upon One Hundred Twenty (120) days written notice from Developer to Utility, Developer shall have the option to purchase additional ERCs at any time. Yearly payments shall continue until such time as a sufficient number of ERCs has been purchased to enable service to be provided to the lesser of 476 residential dwelling units or such number of units as may exist in the planned development as revised.
- 4. Concerning service for the commercial property, Utility agrees that upon receipt of written notice and payment for a sufficient number of ERC's. One Hundred Fifty (150) days in advance, service to the commercial property shall be paid for and available as needed. The commercial property service shall make available adequate fire flow acceptable to all applicable government agencies.
- 5. Notwithstanding anything herein to the contrary, upon payment of the amounts specified hereinabove, Developer shall not be required to pay any other charge in consideration of the Utility making water utility capacity available to Developer, provided that this shall not apply to normal monthly fees for water service.



# ARTICLE IV

# UTILITY SERVICE, RATES AND CHARGES

- 1. Upon payment of the amounts specified in Article III herein, installation of the Facilities and completion of the interconnections, Utility agrees to supply all customers within the Property with adequate and customary water service, and to operate, maintain and repair all Facilities as indicated herein after acceptance by Utility and issuance of operational approvals by all regulatory authorities.
- 2. Water usage charge shall be rendered by Utility in accordance with Utility's rates, rules and regulations and conditions of service from time to time on file with the Commission and then in effect. In consideration of Developer's obligations and contributions under this Agreement, Utility agrees not to charge or collect or seek to establish guaranteed revenue fees for any undeveloped lots.

# ARTICLE V

# GENERAL

- 1. This Agreement is intended to be performed in the State of Florida and shall be governed by the laws of the State of Florida. In the event of any litigation hereunder, the parties hereto agree that venue shall be Lake County, Florida.
- 2. Except as provided for in this Agreement, neither party to this Agreement shall be liable to the other for failure, default or delay in performing any of its obligation hereunder, if such failure, default or delay is caused by strikes or other labor problems, by forces of nature, unavoidable accident, fire, acts of the public enemy, interference by civil authorities, acts or failure to act, decisions or orders or regulations of any governmental or military body or agency, office or commission, delays in receipt of materials, or any other cause, whether of similar or dissimilar nature, not within the control of the party affected and by which, by the exercise of due diligence such party is unable to prevent or overcome, except as otherwise provided for herein. Should any of the foregoing events occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.
- 3. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
- 4. Utility agrees to indemnify Developer, its successors and assigns, and hold Developer harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Utility under this Agreement; Developer agrees to indemnify Utility, its successors and assigns, and hold it and them harmless against any loss, damage, liability, expense or cost of Utility, accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Developer under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Utility by Developer.
- 5. This Agreement sets forth the complete understanding between Developer and Utility, and any amendments hereto to be effective must be made in writing.
- 6. Notices and correspondence required hereunder shall be given to Developer and to Utility at the following addresses, or at any other addresses designated in writing by either party subsequent to the date hereof:



If to Utility:

Lake Utility Services, Inc.

2335 Sanders Road

Northbrook, Illinois 60062 Attn: Mr. James L. Camaren

Chairman & C.E.O

If to Developer:

Altamonte Development Corporation

2909 W. State Road 434, Suite 121-131

Longwood, Florida 32779

Attn: Barry S. Goodman, President

Delivery, when made by registered or certified mail, shall be deemed complete upon mailing.

- 8 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 9. The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.
- 10. If this Agreement is not executed prior to November 14, 1998, then the terms and conditions contained herein will be waived, with no further obligations or responsibilities to either party.
- 11. As it pertains to this Agreement, Utility shall abide by and comply with all applicable rules and regulations of the Florida Public Service Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Lake Utility Services, Inc.

James L. Carnaren

Chairman & Chief Executive Officer

ATTEST:

Altamonte

Development Corporation

By:

Barry S. Goodman, President-

# WATER UTILITY AGREEMENT THE LEGENDS DEVELOPMENT LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this DON day of Colober, 1999 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Lennar Homes, a Florida corporation (hereinafter referred to as the "Owner").

#### WITNESSETH

WHEREAS, Owner has an agreement to acquire approximately 500 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 725 residential building lots and four and one half acres of commercial property, including a 9,000 square foot club house and a 6,000 square foot pro shop, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions bereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter. Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any uncarned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided become shall meet the current standards or requirements, as the case may be, of all state, local,

and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC). Owner hereby agrees to contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this Agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contributions shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph I hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3. (2) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (3) meter installation fees

as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in "Exhibit B" attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder. Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.

5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever. Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to

provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer, provided, the failure of an active customer to pay sums due Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utility.
- 8. WELL SITE. Owner shall convey, by recorded deed, to Utility one (1) parcel of land as depicted at Exhibit "C" suitable for use as a well site in compliance with Florida Department of Environmental Protection rules including a 200 foot pollution free radius, at no cost or expense to Utility. Said well site shall be capable of yielding water of acceptable quality for use in supplying potable water to the Development. Title to real estate shall be conveyed by General Warranty Deed in fee simple, free and clear of all liens and encumbrances, together with a title insurance policy containing only those exceptions which are acceptable to Utility in an amount not less than \$5,000 for each parcel. Owner shall grant easements of ingress and egress and for the installation and

maintenance of utility lines for the well site parcel at no cost or expense to Utility. Construction of wells on aforementioned parcel will be at Utility's sole cost and expense.

9. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated nonexclusive utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

10. SALE TO GOVERNMENTAL ENTITY. In the event Utility shall bereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations bereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility:

Lake Utility Services, Inc. 2335 Sanders Road Northbrook, IL 60062 Attn: James L. Camaren, Chairman & CEO

Owner:

Lennar Homes
1110 Douglas Avenue

Suite 2040

Altamonte Springs, FL 32714 Attn: Robert Ahrens, Vice President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

# 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto including the current owners of the Property, and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

James Camaren, Chairman & CEO

ATTEST:

Lennar Homes

ATTEST:

7

# Preliminary Construction Cost Estimate For Off-Site Facilities Exhibit B

Item <u>No</u> .	Item Description	Unit Quantity	Estimated Quantity	Unit Price (\$)	Estimated Cost (S)
1	Fittings	LS	1	36,300.00	36,300
2	16" Gate Valve & Box, M.J.	EA	5	4.920.00	24,600
3	12" Gate Valve, FLG	EA	3	1.250.00	3,750
4	10" Butterfly Valve, FLG	EA	5	790.00	3,950
5	8" Check Valve, FLG	EA	4	1.635.00	6,540
6	8" Gate Valve, FLG	EA	7	650.00	4,550
7	8" Pressure Reducing Valve, FLG	EA	1	3,790.00	3,790
8	4" Pressure Reducing Valve	EA	1	1,440.00	1,440
9	4" Gate Valve, FLG	EA	2	350.00	700
10	1" Air Release Valve	EA	l	530.00	530
11	Support Slabs	Sq. Ft.	250	1.90	475
12	18" D.L. Pipe	ĹF	18	41.00	738
13	16" D.L. Pipe	LF	36	35.00	1,260
14	16" PVC Pipe	LF	20	27.00	540
15	12" D.I. Pipe	LF	18	22.00	396
16	10" D.I. Pipe	LF	36	17.00	612
17	8" D.I. Pipe	LF	18	13.00	234
18	4" D.I. Pipe	FI:	18	9.00	162
	·			Subtotal	90,567
		Add 5% Mobilization and General Requirements			4.528
			9.057		
			104.152		

#### PARCEL 1

was a second

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 51, 52, 61 AND 62 OF MONTE VISTA PARK FARMS.

TRACT 60, MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OTHERWISE DESCRIBED AS TRACT 53, IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OF MONTE VISTA PARK FARMS, FILED FEBRUARY 13, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

#### PARCEL 2:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 49, 50, 63 AND 64, MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA.

ALSO: THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 FAST LYING WEST OF THE RIGHT-OF-WAY OF FEDERAL HIGHWAY NUMBER 19.

#### PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE WEST LINE OF FEDERAL HIGHWAY NO. 27 AND LYING NORTH OF THE CENTER LINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY EAST AND WEST THROUGH SAID SECTION 9 WEST OF FEDERAL HIGHWAY NO. 27.

ALSO: THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE PART THEREOF LYING WEST OF THE CENTER LINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY NORTH AND SOUTH THROUGH SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8.

#### PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE WEST LINE OF FEDERAL HIGHWAY NO. 27 AND LYING SOUTH OF THE CENTERLINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY EAST AND WEST THROUGH SAID SECTION 9 WEST OF FEDERAL HIGHWAY NO. 27.

#### PARCEL 5:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHFAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACT 18 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

AND: THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 1, 2, 3, 14, 15 AND 16 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA. LYING WEST OF THE CENTER LINE OF THE PAVED ROAD RUNNING GENERALLY NORTH AND SOUTH THROUGH THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4. ALSO DESCRIBED AS TRACT 4 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA. AND LESS THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE CIRCUIT COURT. AND FOR LAKE COUNTY, FLORIDA. AND LESS THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

#### PARCEL 6:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST. ALSO DESCRIBED AS TRACT 4 OF THE MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACT 13 OF MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

AND: THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST. ALSO DESCRIBED AS TRACT 19 OF NONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

## PARCEL 7:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE

SOUTHEAST 1/4 OF SOUTHWEST 1/4 ALL IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND BEING FURTHER DESCRIBED AS TRACTS 55, 56, 57, 58 AND 59 IN SECTION 5, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS AS FILED ON FEBRUARY 13, 1914, IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

#### PARCEL 8:

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TRACTS 5, 6, 7, 8, 12, 20 AND 21 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OF PLAT OF MONTE VISTA PARK FARMS, FILED FOR RECORD ON FEBRUARY 13, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: SAID TRACTS 5, 6, 7, AND 8 BEING OTHERWISE DESCRIBED AS THE NORTHWEST 1/4 OF SAID SECTION 8 SAID TRACT 12 BEING OTHERWISE DESCRIBED AS THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8 AND SAID TRACT 20 BEING OTHERWISE DESCRIBED AS THE NORTHWEST 1/4 OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 8 AND SAID TRACT 21 BEING OTHERWISE DESCRIBED AS THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8. IN TOWNSHIP 23 SOUTH, RANGE 26 EAST (LESS ROAD RIGHTS-OF-WAY).

#### PARCEL 9:

LOTS 17 AND 32 OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. ALSO DESCRIBED AS THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 23 EAST.

# <u>UTILITY AGREEMENT</u> <u>HOLLY HILL GROVES</u> <u>LAKE COUNTY, FLORIDA</u>

THIS UTILITY AGREEMENT dated this day of	1999	by	and
between LAKE GROVES UTILITIES, a Florida corporation (hereinafter referred to	as "Ut	ilitie	:s"),
and THE GREATER CONSTRUCTION CORPORATION, a Florida corporation	n (he	reina	ifter
referred to as the "Developer").			

# WITNESSETH

WHEREAS, Developer is the contract purchaser of approximately 300 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 600 residential building lots requiring water and sewer service (hereinafter referred to as the ("Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Developer as described hereafter, Developer and Utilities agree as follows:

L. EXCLUSIVE SERVICE TO THE PROPERTY. Developer hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Developer further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that Lake County lawfully refuses to allow the Developer to proceed with developing the Property into the Development because of the provisions of this Agreement, the Developer may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Developer shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Developer; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water and sewer service for any reason, Utilities shall have no liability to Developer whatsoever except that Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Developer, and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Developer

shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Developer hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Developer to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in eash or eashier's check, or other funds acceptable to Utilities, at the time Developer requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Developer is not in default under this Contract, Utilities will accommodate Developer, upon, request, by furnishing Developer with a letter to addressees designated by Developer stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Developer be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Developer only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any

other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3 (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Developer at no cost to Utilities; provided, however, the amount of land for treated effluent returned to and disposed of on the Property at such sites shall not be less than that amount needed to dispose of the amount of effluent equal to the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Developer requests service hereunder. At the time, and from time to time, when Developer requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Developer shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction. Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development.

or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Developer's cost and expense; provided, however, Utilities, at its option, may require Developer to construct such additional Off-Site Improvements, at Developer's cost and expense, in which case Developer shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing. Utilities agrees that in those instances where the Developer pays for more than its prorata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Developer up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Developer on request, and all applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Developer agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
  - A. The On-Site Facilities shall be constructed and installed by Developer only

after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Developer desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection. Developer shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Developer is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of. Developer. In addition, Utilities shall not be obligated to make any connections until Utilities has received the

Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for onsite water, reclaimed water and sewer facilities and line extensions shall be paid in full by Developer prior to the transfer to Utilities. By conveyance of the On Site Facilities, Developer shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Developer will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. The current Federal income tax laws do not treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities. However, if there is a change in the law which makes any of these items taxable to Utilities, then the provision of this paragraph shall apply. In the event of such change in the law, then, at the time that Developer shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Developer shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Developer shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash

paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Developer shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities. Utilities shall advise Developer of the amount of the CIAC Tax Impact due Utilities from Developer hereunder.

RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Developer for capacity reserved but not being used by an active customer. Developer shall begin paying guaranteed revenue charges at the time Developer shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Developer shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Developer shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Developer's rights under this Agreement. The record Developer of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold

harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

- 8. WATER METERS It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Developer prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof I with the water and sewer service to be provided hereunder.
- 10. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities: LAKE GROVES UTILITIES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Developer: THE GREATER CONSTRUCTION CORPORATION

1105 Kensington Park Drive Altamonte Springs, FL 32714

Attn.: Charles W. Gregg, P. E., President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

## 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

	LAKE GROVES UTILITIES, INC.
	By:
ATTEST:	
	THE GREATER CONSTRUCTION CORP
	By: Charles W. Gregg President
ATTEST:	

UTILITY AGREEMENT

BOOK 1258 PAUL 1052

93 61972
THIS UTILITY AGREEMENT dated this 4th day of Moreover 1993, by and between LAKE GROVES UTILITIES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and DONRIC,

INC., a Florida corporation (hereinafter referred to as the "Owner").

#### PREMISES

WHEREAS, Owner is the owner of certain tracts of real property situate in Lake County, Florida, described as follows: That part of the Northwest one-quarter (NW 1/4) which lies East of State Road 25 (U.S. Highway 27), and the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4), all in Section 10, Township 24 South, Range 26 East, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, in connection with the Development it will be necessary to obtain adequate water and sewer service; and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are to serve real property in close proximity to the Property; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that at any time,

subsequent to the date hereof, any governmental entity lawfully BOUK 1258 PAGE 1053 refuses to allow the Owner to proceed with developing the Property into the Development because of the provisions of this Agreement, the Owner may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Owner shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned Connection Contributions or funds paid to Utilities hereunder, and, in such event, either party hereto may terminate this Agreement, except with respect to portions of the Development which are then being served hereunder. Upon the termination of this Agreement, Utilities shall execute and record among the Public Records of Lake County, Florida a termination document stating that the Agreement has been terminated and is of no further force and effect, that it is no longer binding upon or running with the title to the Property, and that the Property is released from this Agreement except for any portion thereof that Utilities shall continue to serve. The parties hereto acknowledge that this Agreement provides for both residential and commercial service to the Development. Utilities further agrees that the water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over such service; provided, however, that Utilities shall not be responsible for any failure to meet or comply with

said standards or requirements to the extent that suc shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance from the Owner of any such facilities by Utilities shall not be an admission of, or acceptance of, such responsibility. Utilities hereby agrees to provide water and sewer service to all units in the Development for which a Connection Contribution has been paid to Utilities in accordance with Paragraph 2 hereof within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement. Utilities agrees to use its best efforts to provide such service at a time earlier than said nine (9) months, and will provide such service at the time that the Off-Site Improvements, On-Site Facilities and any needed plant expansions serving such units are complete if such time is earlier than said nine (9) months.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit and each commercial project hereafter constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall herein be referred to as the "Connection Contribution." The Connection Contribution shall be made up of the contributions-in-aid-ofconstruction ("CIAC"), as approved by the Florida Public Service Commission, and the CIAC Tax Impact, as approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. Each lump sum increment for commercial projects shall be for the entire commercial project then being constructed. For the purposes hereof, the commercial project

then being constructed shall be that portion of a commercial project for which the Developer is then requesting that  $0001258\,\mathrm{PACE}\,1055$ provide sewer and water service, and any other portion of such project that the Developer intends to construct at the same time. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided, however, so long as Owner is not in default under this Contract Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for CIAC, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The amount of the Connection Contribution shall be the amount approved by the Florida Public Service Commission. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the CIAC Tax Impact on any contributed property as described in Paragraph 6 hereof, which shall be charged and paid in accordance with said Paragraph 6 hereof, (3) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with Paragraph 7 hereof, or (4) meter

installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water and sewer service to the Development, certain off-site improvements will be These off-site improvements (the "Off-Site constructed. Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary, in accordance with good engineering practices, to (1) transport water from Utilities' plant, which will serve the Development, to the Development and (2) to bring sewage from the Development to Utilities' sewer plant which will serve the Development and to return treated effluent from said plant to the Development for disposal, including all lines, mains, lift stations and facilities, and (3) to dispose of such effluent at the disposal sites in the Development. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not exceed the amount of sewage originating from the Development which is being treated by Utilities. The treated effluent returned to the Development shall meet all governmentally imposed standards for quality imposed with respect to treated effluent which is to be disposed of in the manner contemplated herein. Once Utilities begins to return treated effluent to the Development, it will agree to provide sufficient effluent to meet the development's irrigation needs for common area irrigation. The location of the disposal sites to be dedicated by the Owner shall be selected by the Owner and may be moved, from time to time, by the Owner; provided, that all such sites must meet engineering criteria for disposal of effluent approved by Utilities, and that the disposal process shall not be interrupted by their relocation. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from

time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the BOOK 1258 PAGE 1057 service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which is the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for Development, or a pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvements which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however, Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities related to providing service to others. Notwithstanding the foregoing, Utilities agrees that in no instance will the Owner be required to pay for more than the cost of the portion of the capacity in an Off-Site Improvement which is required for the Development, as set forth in sub-sections (a) and (b) above in this Paragraph 3. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and authorities

4. ON-SITE FACILITIES. As the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities (the "On-Site Facilities"), including generally all the water and sewer utility

Development to be constructed on the Property to the Off-Site BOOK 1258 PAGE 1058 Improvements or the lines of Utilities, and including specifically, all lines, mains, lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
  - B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the

requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the BOOK 1258 PAGE 1059 conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. At the time that Owner shall pay Utilities for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with

Paragraph 5 hereof, Owner shall pay to Utilities, in cash, the CIAC Tax Impact approved by the Florida Public Service Commission with BOOK 1258 PAGE 1060 respect thereto. The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and on the payment of the CIAC Tax Impact itself. The amount currently approved by the Florida Public Service Commission is sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder. Notwithstanding anything to the contrary contained in this paragraph, or in Paragraph 2 hereof, the Owner may defer payment of any CIAC Tax Impact due hereunder until the January 31st of the calendar year following the calendar year in which such CIAC Tax Impact comes due; provided, that the payment of such CIAC Tax Impact is secured in full by an unconditional letter of credit issued to Utilities by a national bank doing business in Orange County, Florida acceptable to Utilities.

7. RATES, CHARGES AND FEES. The rates, charges and fees to be charged by Utilities for water and sewer service to the Owner and to the Development hereafter built on the Property shall be those rates, charges and fees of Utilities which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and

times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

800K1258 PAGE 1061

- 8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within six (6) months from the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area or service is actually rendered hereunder.
- 10. <u>PLATS.</u> All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.
- 11. SALE OF UTILITY SYSTEMS. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to a duly constituted county or municipality, or any

agency or entity under such county's or municipality's control, supervision or direction, or any other governmental agency, Owner agrees that with respect to water and sewer service to the 1062 Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control. In the event Utilities shall hereafter sell the utility systems, or any part thereof, serving the Property, Utilities shall seek to have the purchaser thereof agree to assume and agree to perform all of Utilities' obligations and agreements under this Agreement, including its obligations to provide service without charge with respect to all prepaid Connection Contributions then existing hereunder and, in the absence of an agreement to provide such service without charge, Utilities shall refund to Owner all then existing prepaid Connection Contributions.

- 12. <u>DEFAULT</u>. No party shall be deemed to be in default (the "Defaulting Party") under this Agreement unless such party shall have received a written notice of default from the other party hereto (the "Non-Defaulting Party") which sets forth and describes a default hereunder and such Defaulting Party shall have failed to cure such default within a thirty (30) day period beginning with the delivery of such notice; provided, however, if such default can not be cured within a thirty (30) day period, the Defaulting Party shall not be in default hereunder if it makes a good faith effort to begin to cure such default within said thirty (30) day period and cures such default within a reasonable time thereafter.
- 13. ATTORNEYS' FEES. In the event there is a dispute between the parties hereto with respect to, or arising out of, this Agreement which results in litigation between the parties hereto, the losing party in such litigation shall pay all of the costs and expenses incurred in such litigation by the prevailing party, at both the trial and appellate levels of litigation, including all reasonable attorneys' fees paid by the prevailing party.
- 14. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the

terms hereof, shall be delivered to the parties at the respective addresses:  $1258\,\mathrm{PAGE}\,1063$ 

Utilities:

LAKE GROVES UTILITIES, INC. Post Office Box 3873 Longwood, Florida 32791

With copy to:

JOHN F. LOWNDES, ESQUIRE Lowndes, Drosdick, Doster, Kantor & Reed, P.A. Post Office Box 2809 Orlando, Florida 32802

Owner:

DONRIC, INC. Attn.: D. G. Cloughley P. O. Box 671

Winter Garden, Florida 34777

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein, and such notices shall be deemed to be delivered when so mailed.

15. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

#### 16. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equalin dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
- D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

800k 1258 PAGE 1064

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Maddy

Printed Name

Mary Dean
Printed Name

LAKE GROVES UTILITIES, INC.

Robert A. Mandell,
President

Date: /1-4-93

(CORPORATE SEAL)

Witness Clark

NANCY CLAR

Kathy a. Stockman

Kathy A. Stockman

DONRIC, INC.

By: /( --- ) (

Ti+10:

Date: October

October 20, 19

(CORPORATE

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this day of the day of the forest tilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did (not) take an oath.

Signature ) and

Typed or Printed Name

Commission No. CC 3/202-

Commission Expires: 8-30-97

DONNA J. MADDOX MY COMMISSION # CC312025 EXPIRES August 30, 1997 BONDED THRU TROY FAIN INSURANCE, INC.

BOOK 1258 PAGE 1065

STATE OF FLORIDA COUNTY OF Lee

The	foregoi	ng ins	strumen	t was	acknow	ledg	red	befo	ore	me	this
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oath.											

Signature The Susan
Signature
Typed or Printed Name
Commission No
Commission Expires:



## WATER UTILITY AGREEMENT Shores of Lake Clair LAKE COUNTY, FLORIDA

#### WITNESSETH

WHEREAS, Owner is the owner of approximately 8.6 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 21 residential building lots, requiring water service (hereinafter referred to as the ("**Development**"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter, Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any unearned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal

governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. <u>CONTRIBUTION-IN-AID-OF-CONSTRUCTION</u>. Owner hereby agrees contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. In addition, Owner agrees to pay (AFPI) or other fees, to Utility, as may be approved by the Florida Public Service Commission as of the date such payment is required by the Utility. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or twenty five (25) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Utility only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the cost of constructing on-site improvements in accordance with Paragraph 4 hereof, which shall be charged and paid in accordance with said Paragraph 4, (3) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (4) meter installation fees as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in Exhibit B attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities. Owner shall convey the Off-Site Facilities to the Utility, at no cost or expense to the Utility. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the Off-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. By conveyance of the Off-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said Off-Site Facilities have been constructed in a good and professional manner, free from all defects, and that Owner will correct and defect occurring or discovered in said facilities within a period of one (1) year from the date of conveyance.
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to be constructed on the Property to connect the Development to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable

regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection. Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which the Utility shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
  - 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by

Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which Owner pays Connection Contribution and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due to the Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters, as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. All water meters so installed shall remain the property of Utility.
- 8. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

9. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County's or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

10. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility:

Lake Utility Services, Inc. 2335 Sanders Road

Northbrook, IL 60062 Attn: Mr. James L. Camaren, Chairman & CEO

Owner:

Highland Real Estate and Investment, Inc.

1135 East Avenue Clermont, FL 34711

Attn.: Mr. Dale Ladd, President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

## 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.

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F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

By:\_

ames Camaren, Chairman & CEO

ATTEST:

Highland Real Estate and Investment, Inc.

By:

Dale Ladd, President

ATTEST:

7

Order No: 23154638CA

Shores of Lake Clair

Reference No: SL-02-534/HIGHLAND R.E.

# Exhibit "A"

Tracts 8 and 9, Clermont Farms in Section 2, Township 23 South, Range 25 East, according to the Plat thereof recorded in Plat Book 5, page 59, Public Records of Lake County, Florida, and the vacated street lying South of Tracts 8 and 9 and North of Lake Crescent Hills Subdivision, according to the plat thereof recorded in Plat Book 32, page 27, Public Records of Lake County, Florida.

And

Commence at a concrete monument at the Southwest corner of Ledoux Acres, as recorded in Plat Book 13, page 10, Public Records of Lake County, Florida; thence run North along the West line of said Ledoux Acres for a distance of 176.40 feet to a concrete monument and the Point of Beginning; thence continue North along said West line for a distance of 425 feet, more or less, to the Westerly shoreline of Lake Clare; thence run Southeasterly along said shoreline to a point bearing East of the Point of Beginning; thence leaving said shoreline run West a distance of 85 feet, more or less, to the Point of Beginning.

And

The North 54.00 feet of Tract "F", Montclair Phase II, according to the plat thereof recorded in Plat Book 39, pages 1, 2 and 3, Public Records of Lake County, Florida.

# WATER UTILITY AGREEMENT Regal Ridge LAKE COUNTY, FLORIDA

#### WITNESSETH

WHEREAS, Owner is the owner of approximately 10 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 25 residential building lots, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter, Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any unearned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal

governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. <u>CONTRIBUTION-IN-AID-OF-CONSTRUCTION</u>. Owner hereby to agrees contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. In addition, Owner agrees to pay (AFPI) or other fees, to Utility, as may be approved by the Florida Public Service Commission as of the date such payment is required by the Utility. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or twenty five (25) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph I hereof) and such lump sum Connection Contribution may be used by Utility only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the cost of constructing on-site improvements in accordance with Paragraph 4 hereof, which shall be charged and paid in accordance with said Paragraph 4, (3) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (4) meter installation fees as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in Exhibit B attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities. Owner shall convey the Off-Site Facilities to the Utility, at no cost or expense to the Utility. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the Off-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. By conveyance of the Off-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said Off-Site Facilities have been constructed in a good and professional manner, free from all defects, and that Owner will correct and defect occurring or discovered in said facilities within a period of one (1) year from the date of conveyance.
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to be constructed on the Property to connect the Development to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable

regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which the Utility shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
  - 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by

Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which Owner pays Connection Contribution and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due to the Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters, as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. All water meters so installed shall remain the property of Utility.
- 8. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

9. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County's or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

10. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: Mr. James L. Camaren, Chairman & CEO

Owner: Highland Real Estate and Investment, Inc.

1135 East Avenue Clermont, FL 34711

Attn.: Mr. Dale Ladd, President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

## 13. MISCELLANEOUS.

A. Time is hereby made of the essence of this Agreement in all respects.

B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

- D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

. .

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

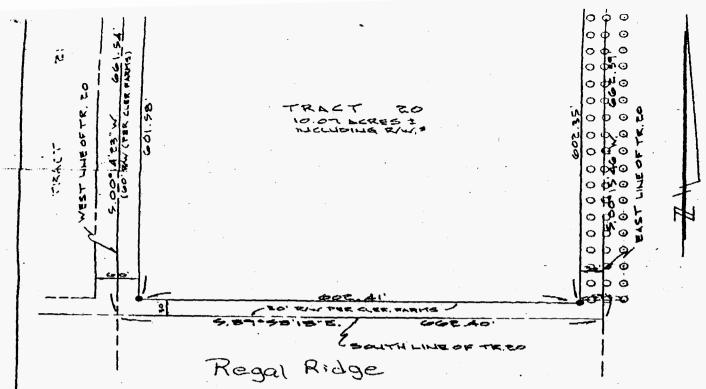
Lake Utility Services, Inc.

ATTEST:

Highland Real Estate and Investment, Inc.

ATTEST:

Donny 1 4 LAdd



TRACT 20, IN SECTION 12, TOWESTIP 23 SOUTH, RANGE 25 MAST, ACCORDING TO THE PLAT OF CLERMONT FARMS AS RECORDED IN PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS: 30 FEET, OF THE MORTE, SOUTH, EAST, AND WEST OF SAID TRACT 20, FOR ROAD RIGHT-OF-WAY, PER THE PLAT OF CLERMONT FARMS.

NOTE:
1. THE PROPERTY SHOWN HEREON IS WITHIN PLOOD ZONE "C", A NOW-PLOOP HAZARD AREA, PER LAKE COUNTY P.I.R.M. NAP.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE WEST 1/2 OF SECTION 12-23-25, BEARING BRIDG S.OO\*15\*46"W.
3. # = POUND CONCRETE HORUMENT # SET REBAR W/CAP #2142
4. SCALE: 1"=100"

PLAT OF SURVEY FOR: ARTHUR BLOOD DATE: 10/5/88

A TRAINER OF MALE AMERICAN MANAGEMENT

EAST STATE BIGHNA BOX 1022 GRT, PLORIDA 32711 394-4417

THIS SURVEY IS INVALED UNLESS EMPOSSED WITH SURVEYORS STAL.

Jun. 04 2003 01:23PM P3

FAX NO. :3523945971

FROM : HIGHLAND

## WATER UTILITY AGREEMENT Martin's Landing LAKE COUNTY, FLORIDA

#### WITNESSETH

WHEREAS, Owner is the owner of approximately 16 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 24 residential building lots, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter, Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any unearned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be

responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby to agrees contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. In addition, Owner agrees to pay (AFPI) or other fees, to Utility, as may be approved by the Florida Public Service Commission as of the date such payment is required by the Utility. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or twenty five (25) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Utility only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the cost of constructing on-site improvements in accordance with Paragraph 4 hereof, which shall be charged and paid in accordance with said Paragraph 4, (3) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (4) meter installation fees as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in Exhibit B attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities. Owner shall convey the Off-Site Facilities to the Utility, at no cost or expense to the Utility. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the Off-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. By conveyance of the Off-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said Off-Site Facilities have been constructed in a good and professional manner, free from all defects, and that Owner will correct and defect occurring or discovered in said facilities within a period of one (1) year from the date of conveyance.
- 4. <u>ON-SITE FACILITIES</u>. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to be constructed on the Property to connect the Development to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to

commencement of construction.

- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which the Utility shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
- 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by Utility for wax, service to the Development hereafter built on the Property, and guaranteed revenue

charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which Owner pays Connection Contribution and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due to the Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters, as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. All water meters so installed shall remain the property of Utility.
- 8. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.
  - 9. SALE TO GOVERNMENTAL ENTITY. In the event Utility shall hereafter self the

utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County's or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

10. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

**Utility**:

Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: Mr. James L. Camaren, Chairman & CEO

Owner:

Martin Consultants, Inc. 11637 Orpington Street Orlando, FL 32817

Attn.: Mr. Jeff Martin, President and Owner

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

#### 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.

. .

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

3y:\_\_\_\_

ames Camaren, Chairman & CEO

ATTEST:

Martin Consultants, Inc.

Karen Pollino

By: Jeff Marvin, Hresident and Owne

ATTEST:

KAREN POLLINO
Conveniesion 8 DD0197518
Expines 3/2/1/2007
Bonded through
(900-432-4284) Floride Notery Assn., inc.

PREPARED BY and RETURN TO: Steven J. Richey, Esquire Steven J. Richey, P.A. P.O. Box 492460 Leesburg, FL 34749-2460 Exhibit "A"

## DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS MARTIN'S LANDING

KNOW ALL PERSONS BY THESE PRESENTS, the undersigned, Jeffrey D. and Sharon C. Martin, whose mailing address is 179 Fairway Pointe Circle, Orlando, FL 32828 (hereinafter referred to as the "Developers"), being the owners of the tract called Martin's Landing (hereinafter referred to as the "Property") located in Lake County, Florida, and more particularly described as:

From Southwest corner of the Northwest ¼ of Northeast ¼ run N89°23'10" East 654.22 feet for a Point of Beginning, run North 00°20′10″ East 566.58 feet, North 88°57'30" East to East line of Northwest ¼ of Northeast ¼, South to Southeast corner of Northwest ¼ of Northeast ¼, Westerly to Point of Beginning - Less Priebe Road right-of-way: from Southwest corner of Lot 2, Clermont Farms in Section 11, Township 23 South, Range 25 East, run North 150 feet for Point of Beginning, run East 325 feet, North 77°15'23" East 211.4 feet to waters of Lake and Point A, return to Point of Beginning, run North to South line of Crescent West subdivision, East to Waters of Lake, Southeasterly along said waters of Lake to Point A, East ½ of vacated unnamed street lying West of above parcel 57'23" East 174.95 feet for Point of Beginning, continue South 89°57'23" East 164.21 feet, North 02°46'39" West 80.10 feet, North 84°13'49" East 257.2 feet to Westerly shoreline of Crescent Lake and Point A, return to Point of Beginning, run North 00°16'23" West 150 feet, South 89°57'23" East 150.05 feet, North 77°15'23" East 211.4 feet to Westerly shoreline of Crescent Lake, Southeasterly along said Westerly shoreline 109.2 feet to Point A.

makes the following Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") covering the above-described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deriving title through the undersigned. This

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## WATER UTILITY AGREEMENT THE LEGENDS DEVELOPMENT LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this Delagrange of Coloco, 1999 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Lennar Homes, a Florida corporation (hereinafter referred to as the "Owner").

#### WITNESSETH

WHEREAS, Owner has an agreement to acquire approximately 500 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 725 residential building lots and four and one half acres of commercial property, including a 9,000 square foot club house and a 6,000 square foot pro shop, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter. Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements bereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any uncarned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided becomed shall meet the current standards or requirements, as the case may be, of all state, local,

and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC). Owner hereby agrees to contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this Agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. Said contribution shall bereinafter be referred to as the "Connection Contribution." The Connection Contributions shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (3) meter installation fees

as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in "Exhibit B" attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A bereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.

5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing. Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to

provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utility.
- 8. WELL SITE. Owner shall convey, by recorded deed, to Utility one (1) parcel of land as depicted at Exhibit "C" suitable for use as a well site in compliance with Florida Department of Environmental Protection rules including a 200 foot pollution free radius, at no cost or expense to Utility. Said well site shall be capable of yielding water of acceptable quality for use in supplying potable water to the Development. Title to real estate shall be conveyed by General Warranty Deed in fee simple, free and clear of all liens and encumbrances, together with a title insurance policy containing only those exceptions which are acceptable to Utility in an amount not less than \$5,000 for each parcel. Owner shall grant easements of ingress and egress and for the installation and

maintenance of utility lines for the well site parcel at no cost or expense to Utility. Construction of wells on aforementioned parcel will be at Utility's sole cost and expense.

9. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated nonexclusive utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

10. SALE TO GOVERNMENTAL ENTITY. In the event Utility shall be reafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations bereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Owner: Lennar Homes

1110 Douglas Avenue

Suite 2040

Altamonte Springs, FL 32714 Attn: Robert Ahrens, Vice President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

#### 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto including the current owners of the Property, and shall constitute a covenant running with the Property.

- D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

James Camaren, Chairman & CEO

ATTEST:

Lennar Homps

ATTEST:

7

# Preliminary Construction Cost Estimate For Off-Site Facilities Exhibit B

Item <u>No</u> .	Item Description	Unit Quantity	Estimated Quantity	Unit Price (\$)	Estimated Cost (S)
1	Fittings	LS	1	36,300,00	36,300
2	16" Gate Valve & Box, M.J.	EA	5	4.920.00	24,600
$\frac{2}{3}$	12" Gate Valve, FLG	EA	3	1.250.00	3,750
4	10" Butterfly Valve, FLG	EA	5	790.00	3,950
5	8" Check Valve, FLG	EA	4	1,635.00	6,540
6	8" Gate Valve, FLG	EA	7	650.00	4,550
7	8" Pressure Reducing Valve, FLG	EA	1	3,790.00	3,790
8	4" Pressure Reducing Valve	EA	1	1,440.00	1,440
9	4" Gate Valve, FLG	EA	2	350.00	7 <b>0</b> 0
10	1" Air Release Valve	EA	i	530.00	530
11	Support Slabs	Sq. Ft.	250	1.90	475
12	18" D.I. Pipe	ĹF	18	41.00	738
1.3	16" D.L. Pipe	LF	36	35.00	1,260
14	16" PVC Pipe	LF	20	27.00	540
15	12" D.I. Pipe	LF	18	22.00	396
16	10" D.I. Pipe	LF	36	17.00	612
17	8" D.I. Pipe	LF	18	13.00	234
18	4" D.L Pipe	LI:	18	9.00	162
				Subtotal	90,567
		Add 5% Mobili	zation and General	Requirements	4,528
				6 Contingency	9.057
			Total Constru	enon Estimate	104.152

#### PARCEL 1

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 51, 52, 61 AND 62 OF MONTE VISTA PARK FARMS.

TRACT 60, MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OTHERWISE DESCRIBED AS TRACT 53, IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OF MONTE VISTA PARK FARMS, FILED FEBRUARY 13, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

#### PARCEL 2:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 49, 50, 63 AND 64, MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA.

ALSO: THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE RIGHT-OF-WAY OF FEDERAL HIGHWAY NUMBER 19.

#### PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE WEST LINE OF FEDERAL HIGHWAY NO. 27 AND LYING NORTH OF THE CENTER LINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY EAST AND WEST THROUGH SAID SECTION 9 WEST OF FEDERAL HIGHWAY NO. 27.

ALSO: THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE PART THEREOF LYING WEST OF THE CENTER LINE OF THE PAVED PRIVATE ROAD HUNNING GENERALLY NORTH AND SOUTH THROUGH SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8.

#### PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE WEST LINE OF FEDERAL HIGHWAY NO. 27 AND LYING SOUTH OF THE CENTERLINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY EAST AND WEST THROUGH SAID SECTION 9 WEST OF FEDERAL HIGHWAY NO. 27.

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#### PARCEL 5:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACT 18 OF MONTE VISTA PARK FARMS, AS PER PLAY THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

AND: THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 1, 2, 3, 14, 15 AND 16 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA. LYING WEST OF THE CENTER LINE OF THE PAVED ROAD RUNNING GENERALLY NORTH AND SOUTH THROUGH THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8. LESS THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4. ALSO DESCRIBED AS TRACT 4 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA. AND LESS THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

#### PARCEL 6:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST. ALSO DESCRIBED AS TRACT 4 OF THE MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACT 13 OF MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

AND: THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST. ALSO DESCRIBED AS TRACT 19 OF HONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

#### PARCEL 7:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE

SOUTHEAST 1/4 OF SOUTHWEST 1/4 ALL IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND BEING FURTHER DESCRIBED AS TRACTS 55, 56, 57, 58 AND 59 IN SECTION 5, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS AS FILED ON FEBRUARY 13, 1914, IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

#### PARCEL B:

TRACTS 5, 6, 7, 8, 12, 20 AND 21 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OF PLAT OF MONTE VISTA PARK FARMS, FILED FOR RECORD ON FEBRUARY 13, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: SAID TRACTS 5, 6, 7, AND 8 BEING OTHERWISE DESCRIBED AS THE NORTHWEST 1/4 OF SAID SECTION 8 SAID TRACT 12 BEING OTHERWISE DESCRIBED AS THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8 AND SAID TRACT 20 BEING OTHERWISE DESCRIBED AS THE NORTHWEST 1/4 OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 8 AND SAID TRACT 21 BEING OTHERWISE DESCRIBED AS THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8. IN TOWNSHIP 23 SOUTH, RANGE 26 EAST (LESS ROAD RIGHTS-OF-WAY).

#### PARCEL 9:

LOTS 17 AND 32 OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. ALSO DESCRIBED AS THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 23 EAST.

ENTERED

NOV -3 2004

CELEBRATION Church of God

RECEIVED

OCT -6 2004

UTILITIES, INC.

(18153)

#628/0404

October 1, 2004

Dear Mr. Gongre:

I am writing to request a refund in the amount of \$6,254.16 to Celebration of Praise Church of God for the upsizing of the water main per your letter dated August 19, 2003.

I am enclosing the invoice from Dewitt Excavating, Inc. showing the work is 100% completed and a partial waiver of lien to that effect. I am also enclosing a copy of your letter agreeing to reimburse the church.

If you have any questions, please contact me. An immediate processing of this request would be greatly appreciated, as we are closing out the finances on this project.

Sincerely,

Rod Trusty, Pastor

Celebration of Praise Church of God

089-0628-3315043

800 N. U.S. Hwy. 27, Clermont, FL 34711

ofe 352-394-2855 • fax 352-394-4990 • e-mail: copcog@earthlink.net • www.celebrationofpraise.net

#### LAKE UTILITY SERVICES, INC.

AN AFFILIATE OF UTILITIES, INC. 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FLORIDA 32714

CORPORATE OFFICES: 2335 Sanders Road Northbrook, Illinois 60062 Telephone: 847-498-6440 Telephone: 407-869-1919 Florida: 800-272-1919 Fax: 407-869-6961 florida@utilitiesinc-usa.com

August 19, 2003

Mr. Rod Trusty Celebration of Praise, Church of God 800 N. U.S. Highway 27 – Suite I Clermont, FL 34711

Re: Celebration of Praise

Dear Mr. Trusty:

This office has received the facsimile dated August 19, 2003, detailing the additional line item costs to install a 12" C900 PVC water main and appurtenances in lieu of the originally proposed 10" C900 PVC water main along the North property line of the above referenced project.

The utility is amenable to this proposal and will economically offset the difference in cost due to the upsizing of the water main. In accordance with our conversation, the utility will pay the cost difference of \$6,254.16 after installation has occurred. Payment will be made to the Celebration of Praise, Church of God, which shall provide the utility with documentation to substantiate full payment to the contractor up to and including a release of lien for materials and workmanship.

The utility appreciates the cooperation and manner in which your organization has approached this matter and looks forward to working with you on this project.

Should you have any questions or require further assistance, please call 407.869.8588, extension 226.

Sincerely,

Bryan K. Gongre

**Assistant Operations Manager** 

Bryank. Donge

ec: Patrick Flynn, R.D., UIOF David Orr, R.M., UIOF

Page 1 of 1

Operations:660:636:6: 3:1:Open Projects:Celebration of Praise:Trusty/Ltr/Upsize Cost



(407) 656-1799 Fax (407) 656-0552

August 19, 2003

Mr. Rod Trusty Celebration of Praise 800 N. U.S. Highway 27 Minneola, Florida

Reference: Celebration of Praise

Dear Mr. Trusty:

Below please find the additional cost to install the 12" line as discussed.

#### Delete

		•
10" PVC	1,420 LF @ \$6.20/LF	\$ 8,804.00
10" 45° Bend	1 EA @ \$226.84/EA	\$ 226.84
16" x 10" Wet Tap	1 EA @ \$2,229.88/EA	\$ 2,229.88
10" Gate Valve	1 EA @ \$866.70/EA	\$ 866,70
10" x 10" Tee	1 EA @ \$346.68/EA	\$ 346.68
10" Cap	I EA @ \$51.36/EA	\$ 51'.36
10" Restraints	10 EA @ \$94.16/EA	\$ 941.60
	Subtotal:	(\$13,467.06)
	, , , , , , , , , , , , , , , , , , , ,	(+,,,,

#### Add

	•	•
12" PVC	1,420 LF @ \$9.89/LF	\$14,043.80
16" x 12" Wet Tap	1 EA @ \$2,818.38/EA	\$ 2,818.38
12" Gate Valve	1 EA @ \$1,053.95/EA	\$ 1,053.95
12" x 10" Tee	1 EA @ \$402.32/EA	\$ 402.32
12" Cap	1 EA @ \$134.82/EA	\$ 134.82
12" 45° Bend	1 EA @ \$262.15/EA	\$ 262.15
12" Restraints	10 EA @ \$100.58/EA	\$_1,005,80
•	Subtotal:	\$19,721.22

Difference: \$ 6,254.16

067923 **67923** 

J (3)

ENTERED NUV 0 5 2004

Utilities, Inc.

200 Wethersfield Ave. Altamonte Springs, FL 32714





CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

Attention:

Re:

Invoice No:

27996

U0706.03 Project No?

Lake Utilities Services Miscellaneous Consulting Services.

October 12, 2004

Billing through September 19, 2004

**CURRENT INVOICE** 

(Invoice Number 27996

is enclosed)

PROJECT BILLING SUMMARY \*\*\*\*\*

Labor

Consultant and Out-of-Pocket Expenses

**CURRENT INVOICE TOTAL** 

\$1,992.50

101.15

\$2,093.65

CPH ENGINEERS, INC.

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Less Amounts Received

Total Billing to Date

TOTAL DUE

\$17,964.25 3,726.48

\$21,690.73

-19,597.08

\$2,093.65

Statement of Account

Invoice # 0 - 30 31 - 60 61 - 90 91 - 120 121+ Total AR 27996 10/12/2004 \$2,093.65 \$2,093.65 Subtotal: \$2,093.65 \$2,093.65

#### Utilities, Inc.

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

October 12, 2004

Invoice No: 27996

Project No: U0706.03

Professional services rendered through September 19, 2004

Lake Utilities Services Miscellaneous Consulting Services.

Services Provided This Period Include: LUSI Master Plan update

Classification	Hours	Labor Cost
Clerical 11	3.00	\$150.00
Design Technician	0.50	\$37.50
Professional		
Engineer	1.00	\$105.00
Senior CADD		
Technician	25.00	\$1,700.00
Total Labor Charges		\$1,992.50
Federal Express Xerox		15.40 85.75
otal Out of Pocket Expenses		\$101.15
nvoice Total	,	\$2,093.65

**A (2)** 

NOV 1 6 2004

#### SHAFER DEVELOPMENT CORP.

**406 LAKESHORE DRIVE EUSTIS, FLORIDA 32726** (352)267-4490 FAX (352)357-7852

BIII To

LAKE UTILITIES, INC. SAVANAHS DRIVEWAY REPAIR 200 WEATHERFIELD AVE ALTAMONTE SPRINGS, FL. 32714

### Invoice

RECEIVED

NOV 0 4 2004

Date	Invoice #
11/3/2004	#112004-54

Project

13307

813-664-5928-

Terms

		1 .0. 110.	Terros	Project
		PER BRIAN		
Quantity	Description		Rate	Amount
	CONCRETE DRIVEWAY AND SIDE WALK REPAIR			
1	MOBILIZATION GRADE OUT AND REMOVE EXCESS FILL REMOVE AND HAUL OFF EXISTING BROKEN CON REPLACE CONCRETE DRIVE AND SIDEWALK FINAL DRESS			500.00 500.00 350.00 350.00 750.00 750.00 ,650.00 1,650.00 150.00 150.00
	due to 6"	water	•	
	due to c"	ak or C	المحمد	40 PO#
	Coda Blue	<b>›</b> .		charge to
		cad con	creda	JE Groves
	Coda Blue Coda Blue material u 4 pVC W	es used	to fix t	to main
	089-0675-33150	043		2
work is comple	te!			W 602
			Total	\$3,400.00
			· · · · · · · · · · · · · · · · · · ·	11/4/04

059623 69623

ENTERED NUV 2 4 2004

Utilities, Inc. CPH Engineers, Inc. 12098 200 Wethersfield Ave. P.O. Box 2808 Altamonte Springs, F Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639 Attention: November 3, 2004 Invoice No: Billing through October 17, 2004 Project No: #U0706.03/2 < Re: Vices Miscellaneous Consulting Services. \*\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*\* **CURRENT INVOICE** (Invoice Number 28172 is enclosed) Labor \$4,404.00 Consultant and Out-of-Pocket Expenses 60.28 **CURRENT INVOICE TOTAL** \$4,464.28

1 mil Mercan

**CPH ENGINEERS, INC.** 

PROJECT-TO-DATE

Professional Fees Consultant and Out-of-Pocket Expenses

> Total Billing to Date Less Amounts Received

TOTAL DUE

\$22,368.25 3,786.76

\$26,155.01 -19,597.08

-19,597.00

\$6,557.93

#### Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
27006	40/40/2004	£2,002,65	<del></del>	<del></del>	<del></del>		
27996	10/12/2004	\$2,093.65					<b>\$2,</b> 093.65
28172	11/03/2004	\$4,464.28					\$4,464.28
			<del></del>				<del></del>
	Subtotal:	\$6,557.93					\$6,557.93

#### Utilities, Inc.

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

November 3, 2004 Invoice No: 28172

Project No: U0706.03

\*\*\*\*\* INVOICE

Professional services rendered through October 17, 2004

Lake Utilities Services Miscellaneous Consulting Services.

Services Provided This Period Include: \$4,464.28 - 2004 Master Plan Update

Classification	Hours	Labor Cost	
Clerical 11	0.75	\$37.50	
Design Engineer EIT	12.00	\$960.00	
Design Technician	1.50	\$112.50	
Professional			
Engineer	10.00	\$1,050.00	
Senior CADD			
Technician	33.00	\$2,244.00	
Total Labor Charges		\$4,404.00	
Blueprints		25.92	
Xerox		13.55	
Cellular		20.81	
Total Out of Pocket Expenses		\$60.28	
Invoice Total		\$4,464.28	

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GL3.1C	ACCOUN	I INQUIRY - TRANSACTION D	ETAIL			
089*0631*3315043		ACCT TYPE: A	BEG BAL:	658,834.30		
089*0631*3315043		STATUS: A	END BAL:	731,902.30		
TRANS & DISTR MAINS			C) SEGMENT: THREE			
ACCOUNT	LINE	COMMENT	DEBIT	CREDIT		
089*0631*2711045	1	BENT TREE PH 2		8,675.00		
089*0631*2711043	2	BENT TREE PH 2		73,068.00		
089*0631*2711048	3	BENT TREE PH 2		3,750.00		
089*0631*3355048	4	BENT TREE PH 2	,3,750.00			
089*0631*3315043	5	BENT TREE PH 2	<b>√</b> 73,068.00			
089*0631*3335045	6	BENT TREE PH 2	8,675.00			
089*0675*3612010	7	TRADDS LANDING PH 2	36,668.00			
089*0675*3602006	8	TRADDS LANDING PH 2	24,542.00			
089*0675*3542011	9	TRADDS LANDING PH 2	79,523.00			
089*0675*3612008	10	TRADDS LANDING PH 2	84,371.78			
089*0675*2721098	11	TRADDS LANDING PH 2		36,668.00		
089*0675*2721006	12	TRADDS LANDING PH 2		24,542.00		
089*0675*2721011	13 	TRADDS LANDING PH 2		79,523.00		
ACTION B1	X —EXIT	S(nn)-SCAN P(S)-PRINT I	B(nn)-DISP BATCH	NP,PP,NA,PA		
Q4201 Enter <cr> to continue scan, X to end scan R0000 Journal: 089*MISC.JE.A Batch: 10 - THIS BATCH IS FROM THE ARCHIVE FILE!</cr>						

GL3.1C	ACCOUNT	INQUIRY - TRANSACTION DE	TAIL	
089*0631*3315043		ACCT TYPE: A	BEG BAL:	658,834.30
089*0631*3315043		STATUS: A	END BAL:	731,902.30
TRANS & DISTR MAINS		PERIOD: 12(DEC	SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE	COMMENT	DEBIT	CREDIT
089*0675*2721008	14	TRADDS LANDING PH 2		84,371.78
089*0636*2711045	15	TRADDS LANDING PH 2		13,056.00
089*0636*2711043	16	TRADDS LANDING PH 2		78,230.47
089*0636*2711048	17	TRADDS LANDING PH 2		21,629.00
089*0636*3355048	18	TRADDS LANDING PH 2	13,056.00	
089*0636*3315043	19	TRADDS LANDING PH 2	<b>√</b> 78,230.47	
089*0636*3335045	20	TRADDS LANDING PH 2	21,629.00	
089*0675*3612010	21	ORANGETREE PH 5	8,920.00	
089*0675*3602006	22	ORANGETREE PH 5	8,110.00	i
089*0675*3612008	23	ORANGETREE PH 5	23,471.85	
089*0675*2721098	24	ORANGETREE PH 5		8,920.00
089*0675*2721006	25	ORANGETREE PH 5		8,110.00
089*0675*2721008	26	ORANGETREE PH 5		23,471.85
ACTION B1	X —E X I T	S(nn)-SCAN P(S)-PRINT B	(nn)-DISP BATCH	NP,PP,NA,PA
Q4201 Enter <cr> to</cr>	continue	e scan, X to end scan		

GL3.1C	ACCOUN	T INQUIRY -	TRANSACTION	DETAIL.	<u> </u>
089*0631*3315043 TRANS & DISTR MAINS ACCOUNT 089*0675*2711045 089*0675*2711043 089*0675*2711048	S LINE		PERIOD: 12(E 	END BAL: DEC) SEGMENT: THRE	731,902.3 TE PRIOR ACT
ACTION Enter action.	X –E X I T	 S(nn)-SCAN	P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA

# <u>UTILITY AGREEMENT</u> <u>HOLLY HILL GROVES</u> <u>LAKE COUNTY, FLORIDA</u>

THIS UTILITY AGREEMENT dated thisday of1999 by and
between LAKE GROVES UTILITIES, a Florida corporation (hereinafter referred to as "Utilities"),
and THE GREATER CONSTRUCTION CORPORATION, a Florida corporation (hereinafter
referred to as the "Developer").

#### WITNESSETH

WHEREAS, Developer is the contract purchaser of approximately 300 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 600 residential building lots requiring water and sewer service (hereinafter referred to as the ("Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Developer as described hereafter, Developer and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Developer hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Developer further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that Lake County lawfully refuses to allow the Developer to proceed with developing the Property into the Development because of the provisions of this Agreement, the Developer may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Developer shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Developer; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water and sewer service for any reason. Utilities shall have no liability to Developer whatsoever except that Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Developer, and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Developer

shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Developer hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Developer to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Developer requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Developer is not in default under this Contract, Utilities will accommodate Developer, upon, request, by furnishing Developer with a letter to addressees designated by Developer stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Developer be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Developer only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any

other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3 (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Developer at no cost to Utilities; provided, however, the amount of land for treated effluent returned to and disposed of on the Property at such sites shall not be less than that amount needed to dispose of the amount of effluent equal to the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Developer requests service hereunder. At the time, and from time to time, when Developer requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Developer shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction. Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development.

or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Developer's cost and expense; provided, however, Utilities, at its option, may require Developer to construct such additional Off-Site Improvements, at Developer's cost and expense, in which case Developer shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing. Utilities agrees that in those instances where the Developer pays for more than its prorata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Developer up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Developer on request, and all applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Developer agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
  - A. The On-Site Facilities shall be constructed and installed by Developer only

after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Developer desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection. Developer shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Developer is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Developer. In addition. Utilities shall not be obligated to make any connections until Utilities has received the

Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for onsite water, reclaimed water and sewer facilities and line extensions shall be paid in full by Developer prior to the transfer to Utilities. By conveyance of the On Site Facilities, Developer shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Developer will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. The current Federal income tax laws do not treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities. However, if there is a change in the law which makes any of these items taxable to Utilities, then the provision of this paragraph shall apply. In the event of such change in the law, then, at the time that Developer shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Developer shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Developer shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash

paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Developer shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Developer of the amount of the CIAC Tax Impact due Utilities from Developer hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Developer for capacity reserved but not being used by an active customer. Developer shall begin paying guaranteed revenue charges at the time Developer shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however. Developer shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Developer shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Developer's rights under this Agreement. The record Developer of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold

harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

- 8. WATER METERS It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Developer prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof I with the water and sewer service to be provided hereunder.
- 10. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida. Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities:

LAKE GROVES UTILITIES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Developer:

THE GREATER CONSTRUCTION CORPORATION

1105 Kensington Park Drive Altamonte Springs, FL 32714

Attn.: Charles W. Gregg, P. E., President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

#### 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

	F.	This	Agreement	shall	be	executed	in	several counterparts each of which
if properly exec	uted by	both /	parties shal	l be co	onsi	idered an o	orig	inal.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

	LAKE GROVES UTILITIES, INC.
	By:  Iames Camaren Chairman & CEO
ATTEST:	
	THE GREATER CONSTRUCTION CORE
	By: Charles W. Gregg President
ATTEST:	

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Enter action.			NAME AND ASSESSMENT AS			

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#### WATER\_UTILITY\_AGREEMENT LAKE\_COUNTY,\_FLORIDA

THIS UTILITY AGREEMENT dated this 13 day of August, 2003 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Celebration of Praise, Church of God, a Florida corporation (hereinafter referred to as "Developer").

#### WITNESSETH

WHEREAS, Developer is the owner of approximately 52.33 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of a church, Christian education center, residential and recreational facilities requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompass the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Developer as described hereafter, Developer and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Developer hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Developer further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Developer; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Developer whatsoever except that Utility shall be obligated to return, without interest, any uncarned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all

state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Developer; and further, the acceptance of any such facilities by Utility shall not be constructed by Developer; and further, the acceptance of any such facilities by Utility shall not service to the Development after Developer shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in an not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

Доэтэц Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 separately in accordance with paragraph 6 hereof, and (C) meter installation fees as described in bing bing estimated revenue charges described in Paragraph 6 hereof, which shall be charged and paid hereof, which shall be charged and paid in accordance with said Paragraph 3, (B) the rates and of the following: (A) the cost of constructing off-site improvements in accordance with Paragraph  $\delta$ Contribution shall be in lieu of any other tap-in or connection fees charged by Bullity, but not in lieu used by Diffity only with respect to the Development constructed on the Property. The Connection services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render circumstances shall Developer be entitled to any return of all, or any part of, any lump sum paid for Contribution, Utility will furnish water service to the Development or a portion thereof. Under no letter to addressees designated by Developer stating that upon payment required for Connection this Agreement, Drility will accommodate Developer, upon request, by furnishing Developer with  $\pi$ Development subject to such advice; provided however, so long as Developer is not in default under providing service to the Development unless the Connection Contribution has been paid for the hereunder to advise any governmental authority by execution of application, or otherwise, that it is Developer requests service hereunder for the project to be served. Utility shall have no obligation The Connection Contributions shall be paid by Developer to Utility in full, at the time that Commission. Said contribution shall bereinafter be referred to as the "Connection Contribution." of this agreement and contained in Utility's Water Taiff on file with the Florida Public Service Property, the amount currently approved by the Florida Public Service Commission as of the date to contribute to Utility for aid in construction of plant facilities for each unit constructed on the 5. CONTRIBUTION-IN-AID OF CONSTRUCTION (CIAC). Developer hereby agrees

3. OFF. SITE IMPROVEMENTS, In order to provide water service to the Development, entain off-site improvements have been constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which were determined by Utility, at its sole

discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in "Exhibit B" attached hereto and made a part hereof. The Off-Site Improvements shall be constructed by Utility and in accordance with all requirements of Utility's standard engineering practices and all applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or to the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Developer agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Developer only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Developer desires to connect the On-Site Facilities constructed by it to Utility's water, and as a condition precedent to the right to make such connection, Developer shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Developer shall also provide two separate recorded utility easements, one running along the full length of the south boundary and one running the full length of the north boundary of the Property of sufficient size for Utility to install a ten-inch water main. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such

adequate access casements to allow proper maintenance, and which it shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Developer. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans, that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and fine extensions shall be paid in full by Developer prior to the transfer to Utility. By conveyance of the On-Site Facilities, Developer shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Developer will correct any defect occurring or discovered in said facilities within a period of one (3) year from the date of such conveyance.

6. RATES AND CHARGES. The rates to be charged by Utility for water service to the Development hereafter built on the Property shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due Utility shall not affect Developer's rights under this Agreement. The record Developer of the lot, project or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless. Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a

water meter or water meters as Utility should deem to be necessary to serve the Development and

the Property. Utility shall have the right to designate the number, type, quality and size of said

meter or meters. The cost for said water meter or water meters and the labor charges associated

with its installation shall be paid to Utility by Developer prior to installation of each such meter at

the rate from time to time approved by the Florida Public Service Commission or any other

governmental regulatory body from time to time having jurisdiction over such matters. Said sum

shall be due and payable prior to the time of installation of said meter or meters. All water meters

so installed shall remain the property of Utility.

8. PLATS. All plats of the Property, or portions thereof, filed among the Public Records

of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility

easements as may be reasonable and necessarily required for the purpose of serving the Property,

or portions thereof, with the water service to be provided hereunder.

9. SALE TO GOVERNMENTAL ENTITY. In the event Utility shall hereafter sell the

utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a

duly constituted municipality, or any agency or entity under such State's, County or municipality's

control, supervision or direction, Developer agrees that with respect to water service to the Property,

the rules and regulations of such purchaser, and not the provisions of this contract, shall control,

and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further

obligations hereunder.

10. NOTICES. Payments required to be made under the terms hereof and notices

permitted, or required to be made under the terms hereof, shall be delivered to the parties at the

respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Developer:

Celebration of Praise, Church of God

800 N. U.S. Hwy 27, Suite I

Clermont, FL 34711

Attn.: Mr. William Todd, Trustee

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

11. TERM. The term of this Agreement shall be for a period of thirty (30) years from the

date hereof, and from year to year thereafter.

12. MISCELLANEOUS.

;

A. Time is hereby made of the essence of this Agreement in all respects.

B. This Agreement constitutes the entire agreement of the parties and expressly

supersedes all negotiations, previous agreements or representations whether verbal or written, and

5

may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.
  - F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

Ly: James Camaren, Chairman & CEO

Celebration of Praise, Church of God

William Todd Tunctor

-1/2/2

ATTEST:

ATTEST:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND ALSO TRACTS 33, 34, 47 AND 48 LYING WEST OF THE WESTERLY RIGHT-OF-WAY OF STATE ROAD 25 (U.S. HIGHWAY NO. 27), OF MONTE MISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; 1555.

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF ABOVE SAID SECTION 5, THENCE RUN SB9"21"13"E ALONG THE NORTH LINE THEREOF A DISTANCE OF 472,11 FEET: THENCE DEPARTING SAID LINE RUN SOOTSB"47" W 1,325.99 FEET TO A POINT ON THE SOUTH LINE OF THE ABOVE SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4: THENCE ALONG SAID LINE RUN NB9"19"34" W 485.68 FEET TO A POINT ON THE NORTH-SOUTH MID SECTION LINE: THENCE RUN NOO"22"04"E ALCHG SAID LINE A DISTANCE OF 1326.78 FEET TO THE POINT OF BEGINNING;

CONTAINING 52.33 ACRES, MORE OR LESS.



# **CELEBRATION OF PRAISE**

Church of God

"Clermont's Most Exclung PENTECOSTAL Worship Center"

Roderick J. Trusty, Baston

August 14, 2003

EXHIBIT B

There are no "off-site" facilities to be constructed regarding this project.

#### WATER UTILITY AGREEMENT

#### Bent Tree LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this 11 day of November, 2002 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Banyan Construction & Development, Inc. a Florida corporation (hereinafter referred to as the "Owner").

#### WITNESSETH

WHEREAS, Owner is the owner of approximately 50 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 125 residential building lots, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS. Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter, Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason. Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any uncarned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal

1

governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 bereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. In addition, Owner agrees to pay (AFPI) or other fees, to Utility, as may be approved by the Florida Public Service Commission as of the date such payment is required by the Utility. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or twenty five (25) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph I hereof) and such lump sum Connection Contribution may be used by Utility only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the cost of constructing on-site improvements in accordance with Paragraph 4 hereof, which shall be charged

and paid in accordance with said Paragraph 4, (3) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (4) meter installation fees as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS, In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants, and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in Exhibit B attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities. Owner shall convey the Off-Site Facilities to the Utility, at no cost or expense to the Utility. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the Off-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever, By conveyance of the Off-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said Off-Site Facilities have been constructed in a good and professional manner, free from all defects, and that Owner will correct and defect occurring or discovered in said facilities within a period of one (1) year from the date of conveyance.
- 4. <u>ON-SITE FACILITIES</u>. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to be constructed on the Property to connect the Development to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable

regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing. Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which the Utility shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
  - 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by

Utility for water service to the Development bereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which Owner pays Connection Contribution and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due to the Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. All water meters so installed shall remain the property of Utility.
- 8. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

9. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County's or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

10. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Owner: Banyan Construction & Development, Inc.

301 North U. S. Highway 27, Suite G

Clermont, FL 34711

Attn.: Frank Gammon, Senior Vice President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

#### 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

James Camaren, Chairman & CEO

ATTEST:

Swarf Tortino

Banyan Construction & Development, Inc.

ATTEST:

DEBULLINE LEGLIE B. EDERLINE

## EXHIBIT A

#### DESCRIPTION:

The Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 23 South, Range 26 East, also described as Tract 8 in Section 5, Township 23 South, Range 26 East, MONTE VISTA PARK FARMS, according to the plat thereof as recorded in Plat Book 2, Page 27, Public Records of Lake County, Florids; together with portions of vacated roads that lie North and West of said Tract 8 and within the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 23 South, Range 26 East, as vacated in Official Records Book 1278, Page 1500, Public Records of Lake County, Florida.

#### and

The Southwest 1/4 of the Southwest 1/4 of Section 32, Township 22 South, Range 26 East, also described as Tracts 55, 56, 57 and 58, LAKE HIGHLANDS COMPANY, according to the plat thereof as recorded in Plat Book 3, Page 24, Public Records of Lake County, Florids; together with portions of vacated roads that lie North of said Tracts 55 and 56, West of said Tracts 56 and 57 and 500th of said Tracts 57 and 58, and within Section 32, Township 22 South, Range 26 East, as vacated in Official Records Book 790, Page 1978, in Official Records Book 1197, Page 455 and Official Records Book 1278, Page 1500, Public Records of Lake County, Florida.

Containing 48.53 acres, more or less, and being subject to any casements or rights of way of record.

#### EXHIBIT "B"

### OFF-SITE IMPROVEMENTS

There are no Off-Site Improvements involved in this project.

#### WATER UTILITY AGREEMENT Regal Ridge LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this 30 day of \_\_\_\_\_\_\_\_, 2003 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Highland Real Estate and Investment, Inc. a Florida corporation (hereinafter referred to as the "Owner").

#### WITNESSETH

WHEREAS, Owner is the owner of approximately 10 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 25 residential building lots, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter, Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any unearned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal

governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. <u>CONTRIBUTION-IN-AID-OF-CONSTRUCTION</u>. Owner agrees contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. In addition, Owner agrees to pay (AFPI) or other fees, to Utility, as may be approved by the Florida Public Service Commission as of the date such payment is required by the Utility. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or twenty five (25) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph I hereof) and such lump sum Connection Contribution may be used by Utility only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the cost of constructing on-site improvements in accordance with Paragraph 4 hereof, which shall be charged

and paid in accordance with said Paragraph 4, (3) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (4) meter installation fees as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in Exhibit B attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities. Owner shall convey the Off-Site Facilities to the Utility, at no cost or expense to the Utility. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the Off-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. By conveyance of the Off-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said Off-Site Facilities have been constructed in a good and professional manner, free from all defects, and that Owner will correct and defect occurring or discovered in said facilities within a period of one (1) year from the date of conveyance.
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to be constructed on the Property to connect the Development to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable

regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which the Utility shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
  - 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by

Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which Owner pays Connection Contribution and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due to the Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters, as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. All water meters so installed shall remain the property of Utility.
- 8. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

9. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County's or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

10. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: Mr. James L. Camaren, Chairman & CEO

Owner: Highland Real Estate and Investment, Inc.

1135 East Avenue Clermont, FL 34711

Attn.: Mr. Dale Ladd, President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

#### 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.

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F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

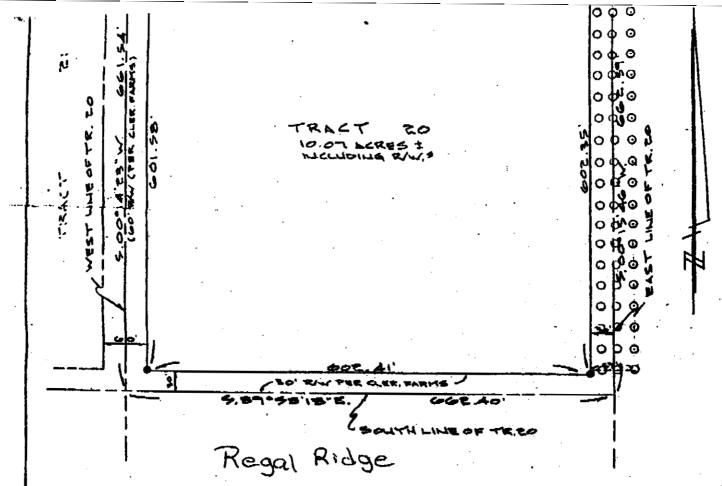
ATTEST:

Highland Real Estate and Investment, Inc.

By: Dale Ladd, President

ATTEST:

Donay 1 4 Ladd



DESCRIPTION:

TRACT 20, IN SECTION 12, TOWNSRIP 23 SOUTE, RANGE 25 MAST, ACCORDING TO THE PLAT OF CLERMONT FARMS AS RECORDED IN PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS: 30 FEET, OF THE WORTH, SOUTH, EAST, AND WEST OF SAID TRACT 20, FOR ROAD RIGHT-OF-WAY, PER THE PLAT OF CLERHONT FARMS.

- 1. THE PROPERTY SHOWS HEREON IS WITHIN FLOOD ZONE "C", A NON-FLOOD HAZARD AREA, PER LAKE · COUNTY F.I.R.H. MAP.
- 2. BEARINGS SHOWS EXPROS ARE BASED ON THE MAST LINE OF THE WEST 1/2 OF SECTION 12-23-25, BEARING BRING 8.00°15'46"W.
- 3. # FOUND CONCRETE MONUMENT
- 0- SET REBAR W/CAP #2142 4. SGALE: 1"-100"

PLAT OF SURVEY FOR: ARTHUR BLOOD DATE: 10/5/88

THE MALLET

THES SURVEY IS INVALLD WHERE EMBOSSED WITH SURVEYORS SEAL.

Jun, 04 2003 01:23PM P3

FAX NO. :3523945971

FROM : HIGHLAND

# WATER UTILITY AGREEMENT Shores of Lake Clair LAKE COUNTY, FLORIDA

## WITNESSETH

WHEREAS, Owner is the owner of approximately 8.6 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 21 residential building lots, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter, Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any unearned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal

governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. <u>CONTRIBUTION-IN-AID-OF-CONSTRUCTION</u>. Owner hereby contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. In addition, Owner agrees to pay (AFPI) or other fees, to Utility, as may be approved by the Florida Public Service Commission as of the date such payment is required by the Utility. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or twenty five (25) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Utility only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the cost of constructing on-site improvements in accordance with Paragraph 4 hereof, which shall be charged and paid in accordance with said Paragraph 4, (3) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (4) meter installation fees as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in Exhibit B attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities. Owner shall convey the Off-Site Facilities to the Utility, at no cost or expense to the Utility. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the Off-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. By conveyance of the Off-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said Off-Site Facilities have been constructed in a good and professional manner, free from all defects, and that Owner will correct and defect occurring or discovered in said facilities within a period of one (1) year from the date of conveyance.
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to be constructed on the Property to connect the Development to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable

regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which the Utility shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
  - 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by

Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which Owner pays Connection Contribution and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due to the Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters, as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. All water meters so installed shall remain the property of Utility.
- 8. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

9. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utility shall hereafter self the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County's or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

10. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: Mr. James L. Camaren, Chairman & CEO

Owner: Highland Real Estate and Investment, Inc.

1135 East Avenue Clermont, FL 34711

Attn.: Mr. Dale Ladd, President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

# 13. MISCELLANEOUS.

A. Time is hereby made of the essence of this Agreement in all respects.

B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

- D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

James Camaren, Chairman & CEO

ATTEST:

Highland Real Estate and Investment, Inc.

By: Dale Ladd, President

ATTEST

OR BORK 02165 PAGE 0081

Order No: 23154638CA

Reference No: SL-02-534/HIGHLAND R.E.

Shores of Lake Clair

### Exhibit "A"

Tracts 8 and 9, Clermont Farms in Section 2, Township 23 South, Range 25 East, according to the Plat thereof recorded in Plat Book 5, page 59, Public Records of Lake County, Florida, and the vacated street lying South of Tracts 8 and 9 and North of Lake Crescent Hills Subdivision, according to the plat thereof recorded in Plat Book 32, page 27, Public Records of Lake County, Florida. And

Commence at a concrete monument at the Southwest corner of Ledoux Acres, as recorded in Plat Book 13, page 10, Public Records of Lake County, Florida; thence run North along the West line of said Ledoux Acres for a distance of 176.40 feet to a concrete monument and the Point of Beginning; thence continue North along said West line for a distance of 425 feet, more or less, to the Westerly shoreline of Lake Clare; thence run Southeasterly along said shoreline to a point bearing East of the Point of Beginning; thence leaving said shoreline run West a distance of 85 feet, more or less, to the Point of Beginning.

And

The North 54.00 feet of Tract "F", Montclair Phase II, according to the plat thereof recorded in Plat Book 39, pages 1, 2 and 3, Public Records of Lake County, Florida.

Jun. 04 2003 01:23PM P2

FAX NO. :3523945971

FROM : HIGHLAND

UTILITY AGREEMENT

800x 1258 PAGE 1052

7

93 61972

THIS UTILITY AGREEMENT dated this 4th day of Mountain 1993, by and between LAKE GROVES UTILITIES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and DONRIC, INC., a Florida corporation (hereinafter referred to as the "Owner").

## PREMISES

WHEREAS, Owner is the owner of certain tracts of real property situate in Lake County, Florida, described as follows: That part of the Northwest one-quarter (NW 1/4) which lies East of State Road 25 (U.S. Highway 27), and the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4), all in Section 10, Township 24 South, Range 26 East, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, in connection with the Development it will be necessary to obtain adequate water and sewer service; and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are to serve real property in close proximity to the Property; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that at any time,

subsequent to the date hereof, any governmental refuses to allow the Owner to proceed with developing the Property into the Development because of the provisions of this Agreement, the Owner may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Owner shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned Connection Contributions or funds paid to Utilities hereunder, and, in such event, either party hereto may terminate this Agreement, except with respect to portions of the Development which are then being served hereunder. Upon the termination of this Agreement, Utilities shall execute and record among the Public Records of Lake County, Florida a termination document stating that the Agreement has been terminated and is of no further force and effect, that it is no longer binding upon or running with the title to the Property, and that the Property is released from this Agreement except for any portion thereof that Utilities shall continue to serve. The parties hereto acknowledge that this Agreement provides for both residential and commercial service to the Development. Utilities further agrees that the water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of and federal governmental agencies having all state, local, jurisdiction over such service; provided, however, that Utilities shall not be responsible for any failure to meet or comply with

said standards or requirements to the extent that such failure \$600K1258 PAGE 1054 shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance from the Owner of any such facilities by Utilities shall not be an admission of, or acceptance of, such responsibility. Utilities hereby agrees to provide water and sewer service to all units in the Development for which a Connection Contribution has been paid to Utilities in accordance with Paragraph 2 hereof within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement. Utilities agrees to use its best efforts to provide such service at a time earlier than said nine (9) months, and will provide such service at the time that the Off-Site Improvements, On-Site Facilities and any needed plant expansions serving such units are complete if such time is earlier than said nine (9) months.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit and each commercial project hereafter constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall herein be referred to as the "Connection Contribution." The Connection Contribution shall be made up of the contributions-in-aid-ofconstruction ("CIAC"), as approved by the Florida Public Service Commission, and the CIAC Tax Impact, as approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units. whichever number of units is less. Each lump sum increment for commercial projects shall be for the entire commercial project then being constructed. For the purposes hereof, the commercial project

then being constructed shall be that portion of a commercial project for which the Developer is then requesting that Util 1258 PAGE 1055 provide sewer and water service, and any other portion of such project that the Developer intends to construct at the same time. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided, however, so long as Owner is not in default under this Contract Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for CIAC, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The amount of the Connection Contribution shall be the amount approved by the Florida Public Service Commission. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the CIAC Tax Impact on any contributed property as described in Paragraph 6 hereof, which shall be charged and paid in accordance with said Paragraph 6 hereof, (3) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with Paragraph 7 hereof, or (4) meter

installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water and sewer service to the Development, certain off-site improvements will be These off-site improvements (the "Off-Site constructed. Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary, in accordance with good engineering practices, to (1) transport water from Utilities' plant, which will serve the Development, to the Development and (2) to bring sewage from the Development to Utilities' sewer plant which will serve the Development and to return treated effluent from said plant to the Development for disposal, including all lines, mains, lift stations and facilities, and (3) to dispose of such effluent at the disposal sites in the Development. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not exceed the amount of sewage originating from the Development which is being treated by Utilities. The treated effluent returned to the Development shall meet all governmentally imposed standards for quality imposed with respect to treated effluent which is to be disposed of in the manner contemplated herein. Once Utilities begins to return treated effluent to the Development, it will agree to provide sufficient effluent to meet the development's irrigation needs for common area irrigation. The location of the disposal sites to be dedicated by the Owner shall be selected by the Owner and may be moved, from time to time, by the Owner; provided, that all such sites must meet engineering criteria for disposal of effluent approved by Utilities, and that the disposal process shall not be interrupted by their relocation. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from

time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which is the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for Development, or a pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvements which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however, Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities related to providing service to others. Notwithstanding the foregoing, Utilities agrees that in no instance will the Owner be required to pay for more than the cost of the portion of the capacity in an Off-Site Improvement which is required for the Development, as set forth in sub-sections (a) and (b) above in this Paragraph 3. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

4. ON-SITE FACILITIES. As the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities (the "On-Site Facilities"), including generally all the water and sewer utility

Development to be constructed on the Property to the Off-Site BOOK 1258 PAGE 1058 Improvements or the lines of Utilities, and including specifically, all lines, mains, lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
  - B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the

requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the BOOK 1258 PAGE 1059 conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials. construction tests and testing and installation for on-site water facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. At the time that Owner shall pay Utilities for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with

Paragraph 5 hereof, Owner shall pay to Utilities, in cash, the CIAC Tax Impact approved by the Florida Public Service Commission with BOOK 1258 PAGE 1060 respect thereto. The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and on the payment of the CIAC Tax Impact itself. The amount currently approved by the Florida Public Service Commission is sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder. Notwithstanding anything to the contrary contained in this paragraph, or in Paragraph 2 hereof, the Owner may defer payment of any CIAC Tax Impact due hereunder until the January 31st of the calendar year following the calendar year in which such CIAC Tax Impact comes due; provided, that the payment of such CIAC Tax Impact is secured in full by an unconditional letter of credit issued to Utilities by a national bank doing business in Orange County, Florida acceptable to Utilities.

7. RATES, CHARGES AND FEES. The rates, charges and fees to be charged by Utilities for water and sewer service to the Owner and to the Development hereafter built on the Property shall be those rates, charges and fees of Utilities which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and

times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

BOGK 1258 PAGE 1061

- 8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within six (6) months from the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area or service is actually rendered hereunder.
- 10. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.
- 11. <u>SALE OF UTILITY SYSTEMS</u>. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to a duly constituted county or municipality, or any

agency or entity under such county's or municipality's control, supervision or direction, or any other governmental agency, Owner agrees that with respect to water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control. In the event Utilities shall hereafter sell the utility systems, or any part thereof, serving the Property, Utilities shall seek to have the purchaser thereof agree to assume and agree to perform all of Utilities' obligations and agreements under this Agreement, including its obligations to provide service without charge with respect to all prepaid Connection Contributions then existing hereunder and, in the absence of an agreement to provide such service without charge, Utilities shall refund to Owner all then existing prepaid Connection Contributions.

- 12. <u>DEFAULT</u>. No party shall be deemed to be in default (the "Defaulting Party") under this Agreement unless such party shall have received a written notice of default from the other party hereto (the "Non-Defaulting Party") which sets forth and describes a default hereunder and such Defaulting Party shall have failed to cure such default within a thirty (30) day period beginning with the delivery of such notice; provided, however, if such default can not be cured within a thirty (30) day period, the Defaulting Party shall not be in default hereunder if it makes a good faith effort to begin to cure such default within said thirty (30) day period and cures such default within a reasonable time thereafter.
- 13. ATTORNEYS' FEES. In the event there is a dispute between the parties hereto with respect to, or arising out of, this Agreement which results in litigation between the parties hereto, the losing party in such litigation shall pay all of the costs and expenses incurred in such litigation by the prevailing party, at both the trial and appellate levels of litigation, including all reasonable attorneys' fees paid by the prevailing party.
- 14. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the

terms hereof, shall be delivered to the parties at the respective addresses:

Utilities:

LAKE GROVES UTILITIES, INC. Post Office Box 3873 Longwood, Florida 32791

With copy to:

JOHN F. LOWNDES, ESQUIRE Lowndes, Drosdick, Doster, Kantor & Reed, P.A. Post Office Box 2809 Orlando, Florida 32802

Owner:

DONRIC, INC. Attn.: D. G. Cloughley P. O. Box 671 Winter Garden, Florida 34777

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein, and such notices shall be deemed to be delivered when so mailed.

15. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

## 16. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equaling dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
- D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original. BOOK 1258 PAGE 1064

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Printed Name

Printed Name

LAKE GROVES UTILITIES, INC.

Robert A. Mandell

Date: /1-4-93

President

DONRIC, INC.

Name: Fon

Date:

(CORPORATE

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this day of Mrenter, 1993 by Robert A. Mandell, President of Lake Groves Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did (not) take an

Dadda Signature

Typed or Printed Name

Commission No. CC 3/202-

Commission Expires: 9-30-97

DONNA J. MADDOX MY COMMISSION / CC312025 EXPIRES August 30, 1997 BONDED THYLU TROY FAIN INSURANCE, INC.

BOOK 1258 PAGE 1065

STATE OF FLORIDA COUNTY OF Lee

The foregoing instrument was acknowledged before me this 20th day of October, 1993 by DC Charally, as Scantiffy of Donric, Inc., on behalf of the corporation. He/she is personally known to me or has produced as identification and did (not) take an oath.

Signature

July G. Hubsow

Typed or Printed Name

Commission No.

Commission Expires:



\*\*G 2\*\*

UB SUBDIVISION NAME	TYPE !	PR J	PROJECT DESCRIPTION		ACCOUNT NUMBER	RINIT	HOURS	EXT AMOUNT	RAT
631 AMBER HILL	WATER	01	WATER SUPPLY		3072014	JEH	3	85.50	28.5
				TOTAL	3072014	3	85	.50	
631 AMBER HILL	WATER	03	WATER STORAGE		3305042	PCF	10	645.00	64.
				TOTAL	3305042	10	645	5.00	
631 AMBER HILL	WATER	04	WATER MAINS CONSTRUCTION	ı	3315043	BKG Jeh Pcf	81 15 6	2,308.50 427.50 387.00	28. 28. 64.
				TOTAL	3315043	102	3,123	3.00)	
				TOTAL	WATER	115	3,853	3.50	
331 AMBER HILL	M/WTR	91	MISCELLANEOUS WATER		3335045	XX	274	7,809.00	28.
				TOTAL	3335045	274	7,809	2.00	
				TOTAL	M/WTR	274	7,809	00	
31 AMBER HILL	WATER	08	METER INSTALLATION		3345047	CJB DXP HRP JFG RAB	30 4 3 11 1	855.00 114.00 85.50 313.50 28.50	28. 28. 28. 28. 28.
				TOTAL	3345047	49	1,396	5.50	
				TOTAL	WATER	49	1,396	5.50	
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SUB SUBDIVISION NAME	TYPE	PRJ	PROJECT DESCRIPTION	<del></del>	ACCOUNT NUMBER	INIT	HOURS E	EXT AMOUNT	RATE
0636 THE VISTAS	WATER	01	WATER SUPPLY		3072014	BHC	12	342.00	28,50
				TOTAL	3072014	12	342.	.00	
0636 THE VISTAS	WATER	04	WATER MAINS CONSTRUCTION		3315043	ARE BHC BKG JEH PCF	4 2 92 39 10	114.00 57.00 2,622.00 1,111.50 645.00	28.50 28.50 28.50 28.50 64.50
				TOTAL	3315043	147	4,549.	~	
				TOTAL	WATER	159	4,891.	.50	
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				TOTAL	3335045	354	10,089.	.00	
				TOTAL	M/WTR	354	10,089.	.00	
0636 THE VISTAS	WATER	08	METER INSTALLATION		3345047	CJB HRP JFG RXC	55 1 1 16	1,567.50 28.50 28.50 456.00	28.50 28.50 28.50 28.50
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89	636		50915*16197*ODYSSEY	5,500.00			Attached
89	636		52247*13307*SHAFER D	159,395.00			Attached
89	636		52537*11189*DILLER -	7,236.32			Attached
89	636		53769*13307*SHAFER D	14,940.00			Attached
89	636		72521*13307*SHAFER D	16,180.00			Attached
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Sub	Subdivision Name	Type	Prj	Project Description	Account Number	Initials	Hours	Amount	Rate
	636 The Vistas	Water	115	Water Project	89.636.115.04.01	BKG	12	342.00	28.50
						DLO	4	114.00	28.50
						NQC	10	285.00	28.50
						PCF	1	64.50	64.50
							_	805.50	

IOC 12/30/2004

7/15/2004 5:20 PM

		INTEREST	INTEREST		SUB		DATE	12/30/2003														
		CALCULATED	CALCULATED	co	DIV	ACCOUNT	PUT INTO	END	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS	ADDITIONS		CP LEDGER
SUBDIVISK			FOR DEC 2004		NO	NO.	SERVICE	BALANCE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	TOTALS	BALANCE
LUSI	Lake Louisia water main construction	21,941.00	21.941.00	089	0636	115-04-01	11/3/2004	0.00	0.00	0.00	0.00	153.525.00	166,631.32	14,940.00	0.00	0.00	0.00	0.00	0.00	16.180.00		351,276.32
									0.00	0.00	0.00	1.155.00	2.418.00	2.548.00	2,568.00	2.587.00	2.606.00	2,626.00	2.646.00	2.787.00		
			IIV INTERPO	DATE.					0.00	0.00	0.00	154,680.00	323.729.32	341.217.32	343,785.32	346.372.32	348,978.32	351,604.32	354,250.32	373,217.32		

IDC INTEREST RATES:

• LUI: LAKE CO 9.03% SUBS: 627-628, 631-634, 636,660-667, 675



APR 0 7 2004

### Sheet1

AIA DRAW REQUEST

PROJECT: VISTAS RAW WATER LINE OWNER: LAKE UTILITY SERVICES,INC.

WORK ORDER:

START DATE: 15-MAR-04

SHAFER DEVELOPMENT CORP.

**406 LAKESHORE DRIVE EUSTIS, FLORIDA 32726** 

(352)267-4490 FAX (352)357-7852

DATE: MARCH 25, 2004

PAGE 1 OF 2

<u> </u>	8	C	0	E	G		Н
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATIONS	THIS APPLICATION WORK IN PLACE	TOTAL COMPL& STORED TO DATE (D+E+F)	(G/C)	BAL. TO FINISH (C-G)
	MOBILIZATION	5,000.00	0.00	5,000.00	5,000.00	100%	0.0
	WATER TIE-IN	3,500.00	0.00	0.00	0.00	0%	3,500.0
<u> </u>	MAINT, OF TRAFFIC	4,500.00	0.00	3,375.00	3,375.00	75%	1,125,0
<u> </u>	10" PVC DR-18 WATER MAIN	182,000.00	0.00	109,200.00	109,200.00	60%	72,800.0
i	10" HDPE DIRECTIONAL BORE	60,000.00	0.00	18,000.00	18,000,00	30%	42,000.0
<u> </u>	8" PVC DR-18 WATER MAIN	1,200.00	0.00	600.00	600.00	50%	
	8" VALVES	1,800.00	0.00	900.00	900.00	50%	3,750.00
1	10" VALVES	1,000.00	0.00	500.00	500.00	50%	750.0
)	FITTINGS	7,500.00	0.00	3,750.00	3.750.00	50%	2,000.0
0	DRIVEWAY REPAIR	25,665.00	0.00	0.00	0.00	0%	3,750.0
1	IRRIGATION REPAIR	3,500.00	0.00		0.00	0%	25,665.00
2	FINAL DRESS	2,500.00	0.00		0.00	0%	3,500.00
3	TESTING	3,000.00	0.00		0.00	0%	2,500.00
4	SOD	26,800.00	0.00		6,700.00	25%	3,000.00
5	REPLACE VISTAS WELL DRIVEWAY	5,000.00	0.00		0.00	10%	20,100.00
16					0.00	1078	5,000.00
7	TOTALS	332,965.00	0.00	148,025.00	148,025,00		
8				1-10,010,00	140,020.00	+	189,440.00
19	TOTAL DRAW # 1		\$148,025.00	<del></del>			

17 0-115-04-01-10517

BL=3/31/64



406 LAKESHORE DRIVE **EUSTIS, FLORIDA 32726** (352)267-4490 FAX: (352)357-7852

# SHAFER DEVELOPMENT CORPORATION



	BRIAN GONGRE	FROME	ALEX SHAFER
Fax	407-869-6961	Pages:	2
		Dertes	3/24/04
Rec	VISTAS RAW WATER LINE DRAW		
	REQUEST		
	LEASE CHANGE ADDR LO STATE ASPHALT.	453 FOR	L SHAFER DEVELORMENT
	406 LAKESHORE	DRIVE	
	EUSTIS, FLORIDA	32726	
	W.O # 636-115	-04-01	
	<del>-</del> -		

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ENTERED APR 2 8 2004



# Invoice 34835 Invoice Date 03/31/04

# **Odyssey Manufacturing Company**

1484 Massaro Blvd. Tampa, FL 33619

Telephone: 813/635-0339

Bill To:

Lake Utility Service, Inc. 200 Weatherfield Avenue Altamonte Springs, FL 32714 Ship To:

Lake Louisa Booster Station, RAW WATER
Corner of US 27 & Lake Louisa
Clermont, FL

WATER

WATER

2107

Ship Via F.O.B.  US01 Odyssey Mfg. Destination  Purchase Order Number Sales  Scotty Hawes  Inity Ordered Back Ordered Item Description  1 1 TANK GAL  Tank/Containment/Piping/Fittings  1 1 PUMP GAL  Pumps/Fittings/Valves  1 SERVICE EACH  0 Startup & Training (By Odyssey)	easure Unit Price Discount % 420	e Tax 00.000 N 00.000 N 0.000 N	Extended Price 4200.00 1300.00
Purchase Order Number  Scotty Hawes  Itity Ordered  Quantity Shipped Item Number  Back Ordered Item Description  1 1 1 TANK GAL  Tank/Containment/Piping/Fittings  1 1 PUMP GAL  0 Pumps/Fittings/Valves  1 SERVICE EACH  Startup & Training (By Odyssey)	easure Unit Price Discount % 420	Our O  Tax  00.000  N  00.000  N	Extended Price 4200.00
Scotty Hawes	easure Unit Price Discount % 420	e Tax 00.000 N 00.000 N 0.000 N	Extended Price 4200.00 1300.00
Antity Ordered Quantity Shipped Item Number Item Description  1	easure Unit Price Discount % 420	Tax 00.000 N 00.000 N 0.000 N	4200.00 1300.00
Back Ordered Item Description  1	Discount % 420	Tax 00.000 N 00.000 N 0.000 N	4200.00 1300.00
1 1 PUMP GAL 0 Pumps/Fittings/Valves 1 SERVICE EACH 0 Startup & Training (By Odyssey)	130	00.000 N 00.000 N 0.000	1300.00
1 1 PUMP GAL 0 Pumps/Fittings/Valves 1 SERVICE EACH 0 Startup & Training (By Odyssey)	130	N 00.000 N 0.000 N	1300.00
1 PUMP GAL 0 Pumps/Fittings/Valves 1 SERVICE EACH 0 Startup & Training (By Odyssey)		00.000 N 0.000 N	
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1 SERVICE EACH 0 Startup & Training (By Odyssey)		0.000 N	0.00
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	Nontaxable Subtotal		/ 0.00
	Nontaxable Subtotal Taxable Subtotal	111	0.00
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таоч плазваго діуц. Татра, FL 33619

Phone Number: (813) 635-0339

Facsimile:

(813) 630-2589



ODYSSEY MANUFACTURING CO.

To: Scott HAMES	From: Par Auman
Fax: 407-869-6961	Pages:
Phone:	Date: 30mAR204
Re: LAKE LOUISA BOUTCE	CC:
STATUM	
☐ Urgent ☐ For Review ☐ Please Con	nment 🗆 Please Reply 🗆 Please Recycle
Scotty	
whon can we	muace this project?
Who do we muoice?	>
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Man.	Pat
Roll sent	the cother sou
~ 0D	th, (A)



Warning Brand Age.

November 12, 2003

Mr. Steve Romano, P.E. CPH Engineers 1117 East Robinson Street Suite C Orlando, FL 32801

Re: SODIUM HYPOCHLORITE SYSTEM FOR THE LAKE LOUISA BOOSTER STATION/WATER TREATMENT (WT) PLANT

Dear Steve,

As a follow-up to our previous conversations, Odyssey Manufacturing Co. has completed the installation of the sodium hypochlorite system at the Utilities, Inc. Lake Louisa Booster Station / Water Treatment plant earlier this week. Based on my follow-up visit, the following punchlist items need to be completed: (1) Run 2" tank vent outside the building; (2) Install inch tape behind sightglass to accurately measure tank levels. This work will be completed in two weeks. As we initially designed for, we placed the following equipment in the Chemical Room.

# CHEMICAL STORAGE EQUIPMENT

- Design Basis: The estimated daily consumption for the Booster Station was estimated at about 17 20 gpd based on a 1 ppm chlorine feed rate and a 2 MGD flow rate. Since the system has been placed into service, the plant has not had to add chlorine as this station. It is estimated that the feed rate may be .5 ppm at times resulting in a 8 10 gpd feed rate. The plant will have a 3 MGD well installed and placed into operation in the next two months. Based on other wells in the area, the estimated chlorine feed rate will be about 5 ppm for an estimated 1 MGD usage. Thus, we expect an initial daily usage of 42 gpd. This amount may increase to about 84 gpd in five years based on growth in the area which would double the chlorine demand. Based on these factors, we decided to install the appropriate sized tank now rather than switching the tank out in six months when the dry season hits in March. My recommendation is to only use about 300 gallons of the tank capacity at one time until the new well is installed and begins to pump into the system on a frequent basis.
- Bulk Storage Tank: The bulk storage tank will be a Snyder 1,100-gallon double-walled High Density Linear Polyethylene (HDLPE) tank rated for at 1.9 specific gravity and for use with sodium hypochlorite. The tank is 76" in diameter and 104" tall. The tank will have a 16" manway for access for inspection and cleaning. A ½" Schedule 40 clear PVC sightglass will be installed for level indication. The tank has a 2" vent run to the outside, a 2" hard-piped fill line, and a 1" supply line to the chemical feed equipment. All piping is Schedule 80 PVC. All valves would be true union ball valves with viton O-rings. All connections would be glued with the exception of the bulkhead fitting on the tank, which would be bolted flanged connections with viton gaskets.

# CHEMICAL FEED EQUIPMENT

MANUFACTURERS OF ULTERA CHLOR

www.odysseymanufacturing.com

- <u>Design Basis</u>: The average chlorine usage feed rate is expected to vary between of 8 to 84 gpd. The Chemical Room was designed to accommodate a pump skid in the future or add additional pumps. Initially, we elected to install two Stenner pumps and elected to reevaluate once the well is on-line.
- <u>Description</u>: The chemical feed equipment will consist of two Stenner SVP4L5A peristaltic pumps on a shelf. The pumps are rated for 85 gpd @25 psi and have a 4/20 ma input capability. The pumps can be operated in manual of with a 4/20 ma signal. Initially, the pumps were hooked up with a 4/20 ma signal.

## MATERIALS OF CONSTRUCTION

Because of the confined nature at each site, all piping will be field run. Piping shall be Schedule 80 PVC. Pipe Supports will be on minimum 48" centers and will be a combination of 1" uni-strut fiberglass and Schedule 80 piping straps with stainless steel screws. All valves will be true union ball valves with viton o-rings. The polyethylene tubing at the pumps is clear but is located inside the existing chlorine room.

# **COST**

Tank/Containment/Piping/Fittings	\$ 4,200
Pumps/Fittings/Valves	\$ 1,300
Startup and Training (By Odyssey)	\$ 0
Total	\$ 5,500

Should we elect to change out the chemical feed equipment, Odyssey Manufacturing Co. will reimburse Utilities, Inc. toward the cost of a pump skid the following amounts (\$750 for the return of the pumps and \$100 for the return of the welded PVC shelf). All of the piping can be re-used. Another option is that we may add additional Stenner pumps in the future.

## **PAYMENT**

As we discussed, Odyssey Manufacturing Co. agrees to defer on payment for its services until the project is at a point we can invoice. Please let me know when that point is. Thanks.

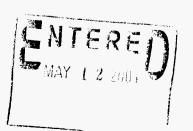
Patrick H. Allman General Manager

Sincerely

C: S. Hawes, Utilities, Inc.

5,73

52247



RECEIVED

16.6.

Sheet1

(12307

AIA DRAW REQUEST PROJECT: VISTAS RAW WATER LINE OWNER: LAKE UTILITY SERVICES,INC. WORK ORDER: 636-115-04-01

START DATE: 15-MAR-04 DATE: APRIL 25, 2004 SHAFER DEVELOPMENT CORP.

406 LAKESHORE DRIVE EUSTIS, FLORIDA 32726 (352)267-4490 FAX (352)357-7852

# DE AND = |A Provid

A	В	С	D	E	G		Н
NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATIONS	THIS APPLICATION WORK IN PLACE	TOTAL COMPL.& STORED TO DATE (D+E+F)	(G/C)	BAL. TO FINISH (C-G)
1	MOBILIZATION	5,000.00	5,000.00	0.00	5,000.00	100%	0.0
2	WATER TIE-IN	3,500.00	0.00	0.00	0.00	036	
3	MAINT, OF TRAFFIC	4,500.00	3,375.00	0.00	3,375.00	75%	3,500.00
4	19" PVC DR-18 WATER MAIN	182,000.00	109,200.00	72,800.00	182,030,00	100%	1,125,0
5	10" HDPE DIRECTIONAL BORE	60,000.00	18,000.00	42,000.00	60,000 00	100%	0.0
5	8" PVC DR-18 WATER MAIN	1,200.00	600.00	0.00	800.00	50%	0.0
7	8" VALVES	1,800.00	900.00	900.00	1.800.00	100%	600.0t
3	10" VALVES	1,000.00	500.00	500.00	1,000 00	100%	0.0
9	FITTINGS	7,500.00	3,750.00	3,750.00	7,500.00	100%	0.0
10	DRIVEWAY REPAIR	25,665.00	0.00	25,665.00	25,665,00	100%	0,0
11	IRRIGATION REPAIR	3,500.00	0.00	3,150.00	3,150 00	90%	0.01
12	FINAL DRESS	2,500.00	0.00	1,250.00	1,250.00	50%	350.0
13	TESTING	3,000.00	0.00	0.00	0.00		1,250.0
14	SOD	28,800.00	6,700.00	9,380.00	16,080.00	0%	3,000.00
15	REPLACE VISTAS WELL DRIVEWAY	5,000.00	0.00	0.00	D.00	60%	10,720.00
16			1		0.00	0%	5,000.00
17	TOTALS	332,965.00	148,025.00	159,395,00			<u> </u>
18			300000000	199,393,00	307,420.00		25,545.00
19	TOTAL DRAW # 2		\$159,395.00				





Page 1

5 2531

ENTERED MAY 1 1 2004 OILLER-PROWN & AS SOC., INC. 4304 METRIC DRIVE WINTER PARK, FLORIDA

32792-6921

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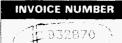
phone: (407) 573-2800

SOLD TO UTIEND

UTILITIES INC of FLORIDA 200 WEATHERSFIELD AVE ALTAMONTE SPRINGS, FL.

32714

PLEASE REFER TO THIS NO. WHEN MAKING PAYMENT OR INQUIRY





INVOICE DATE

SHIPPED TO

SAME AS "SOLD TO"
UNLESS OTHERWISE INDICATED

LAKE UTILITIES BRYAN GONGRE

SHIPPER REFERENCE NO.	ORDER DATE	cus	TOMER ORDER NO.	TERMS	1	ΊΑΧ	SLSMN		SH	IP VIA
A0 2839	04/02/04		636115-04-01	NET 30 DAYS		0.6	14	FRED		
CATALOGUE NUMBER	QUANTITY SHIPPED	U <sub>/M</sub>		ITEM DESCRIPTION				PRICE	PER	EXTENSION
36-MISC 01-MISC 74-MISC MOUNT		EA,	10" MJ PRATI AUMA SAR10.1 6' EXTEMDED MOUNTING/TES	-24B BONNET			,	4926.72 .00 .00	EA EA EA	6,826.71 .00 .00
THANK YOU FOR YOUR	BUSIMESS	!			<b>V</b>	* *				
						faX				8.804.75 4 <b>07.</b> 86
			Mir Hont.	. 1994 - West (1994)	·(:{-;-)	<b>t</b> ] {	· }			SK-5/11/04
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ORIGINAL INVOICE

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# SHAFER DEVELOPMENT

406 LAKESHORE DRIVE EUSTIS, FLORIDA 32726 (352)267-4490 FAX (352)357-7852



# **Estimate**

DATE	ESTIMATE #				
4/19/2004 /	22003-14				

#### NAME / ADDRESS

LAKE UTILITIES SERVICE INC. VISTAS RAW WATER LINE 200 WEATHERFIELD AVE, ALTAMONTE SPRINGS, FL. 32714

DESCRIPTION	QTY	UNIT	COST	TOTAL
CHANGE ORDER # 1 W/O # 636-115-04-01				
10" PVC DR-18 10" VALVES 8" VALVES FITTINGS FIE-IN TO EXISTING WELL. 1.5" PRESS. AND CL2 TAPS FINAL DRESS	2 1 1 1 3	LF EA EA LS LS EA LS SY	26.00 1,000.00 900.00 5,750.00 2,750.00 220.00 400.00 2.00	2,080.00 2,000.00 900.00 5,750.00 2,750.00 660.00 400.00
00 fr 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	+	5(7)		
				ý <sup>n</sup>
CEPTED BY: DATE:			6	
TIMATE VOID IF NOT ACCEPTED WITH IN 30 DAYS		TOTA		- '

P\$ 5/25/04

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#### Sheet1

AIA DRAW REQUEST

PROJECT: VISTAS RAW WATER LINE OWNER: LAKE UTILITY SERVICES, INC.

WORK ORDER: 636-115-04-01 START DATE: 15-MAR-04

DATE: MAY 17, 2004

### SHAFER DEVELOPMENT CORP.

**406 LAKESHORE DRIVE EUSTIS, FLORIDA 32726** 

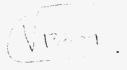
(352)267-4490 FAX (352)357-7852

PAGE 1 (	OF 2	DRAW#3					
Α	В	С	D	E	G		н
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATIONS	THIS APPLICATION WORK IN PLACE	TOTAL COMPL.& STORED TO DATE (D+E+F)	% (G/C)	BAL. TO FINISH (C-G)
1	MOBILIZATION	5,000.00	5,000.00	0.00	5,000.00	100%	0.00
2	WATER TIE-IN	3,500.00	0.00	0.00	0.00	0%	3,500.00
3	MAINT OF TRAFFIC	4,500.00	3,375.00	1,125.00	4,500.00	100%	0.00
4	10' PVC DR-18 WATER MAIN	182,008.00	182,000.00	0.00	182,000,00	100%	0.00
5	10' HDPE DIRECTIONAL BORE	60,000.00	60,000.00	0.00	60,000.00	100%	0.00
в	10" DIP DR-18 WATER MAIN	1,200.00	600.00	600.00	1,200.00	100%	0.00
7	10' VALVES	1,800.00	1,800.00	0.00	1,800.00	100%	0.00
8	10" VALVES BOX	1,000.00	1,000.00	0.00	1,000.00	100%	0.00
9	FITTINGS	7,500.00	7,500.00	0.00	7,500.00	100%	0.00
10	DRIVEWAY REPAIR	25,665.00	25,865.00	0.00	25,665.00	100%	0.00
11	IRRIGATION REPAIR	3,500.00	3,150,00	350.00	3,500.00	100%	0.00
12	FINAL DRESS	2,500.00	1,250.00	1,250.00	2,500.00	100%	0.00
13	TESTING	3,000.00	0.00	0.00	0.00	0%	3,000.00
14	80D	26,800.00	16,080.00	8,040.00	24,120.00	90%	2,680.00
15	REPLACE VISTAS WELL DRIVEWAY	5,000.00	0.00	0.00	0.00	0%	5,000.00
16	CHANGE ORDER # 1 (SEE BREAK DOWN)	14,940.00	0.00	14,940.00	14,940.00	100%	0.00
17		·			1		<u> </u>
18	TOTALS	347,905.00	307,420.00	26,305.00	333,725.00		14,180.00
19							
20	TOTAL DRAW # 3		\$26,305.00				

# SHAFER DEVELOPMENT

406 LAKESHORE DRIVE EUSTIS, FLORIDA 32726 (352)267-4490 FAX (352)357-7852

BILL TO



# Invoice

DATE	INVOICE #
5/17/2004	32004-40

LEGENDS WELL RAW WATER LINE LAKE UTILITIES, INC. 200 WEATHERSFIELD AVE ALTAMONTE SPRINGS, FL. 32714

P.O. NO.	TERMS	PROJECT
636-115-02-01	Due on receipt	

								<u></u>	
ITEM	DESCRIPTION	Est Amt	Prior Amt	Prior %	QTY	RATE	Curr %	Total %	AMOUNT
	NEW RAW WATER LINE W/O # 636-115-02-01								
00001 20010	MOBILIZATION 8" PVC DR-18 WATER MAIN	500.00 20,130.00			1 1,220	500.00 16.50	100.00% 100.00%	100.00% 100,00%	500,00 20,130.00
100001	8" FLOW METER 2" PVC CONDUIT	6,995.00 5,280.00			2,400	6,995.00 2.20	100.00% 100.00%	100.00%	6,995.00 5,280.00
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	wo # 021-2	2 - 5 - 1	C	>1 -	(1)6.10				
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**Total** 

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#### Sheet1

AIA DRAW REQUEST

PROJECT: VISTAS RAW WATER LINE OWNER: LAKE UTILITY SERVICES,INC.

WORK ORDER: 636-115-04-01 START DATE: 15-MAR-04

DATE: 15-DEC-2004 PAGE 1 OF 2-

# SHAFER DEVELOPMENT CORP.

**406 LAKESHORE DRIVE EUSTIS, FLORIDA 32726** (352)267-4490

FAX (352)357-7852

		,	
FINAL	DRAW	O	-

<u> </u>	8	FINAL DRAW	D	<del></del>	<del></del>		2010
TEM	DESCRIPTION OF WORK	SCHEDULED		E	G		H
NO.		VALUE	WORK COMPLETE PREVIOUS APPLICATIONS	THIS APPLICATION WORK IN PLACE	TOTAL COMPL.& STORED TO DATE (D+E+F)	% (G/C)	BAL. TO FINISH (C-G)
	MOBILIZATION	5,000.00	5,000,00	0.00	5.000.00		ļ
	WATER TIE-IN	3,500.00	0.00	3,500,00	5,000.00	100%	0.00
	MAINT OF TRAFFIC	4,500.00	4,500,00	0.00	3,500.00	100%	0.00
	10" PVC DR-18 WATER MAIN	182,000.00	182,000.00		4,500.00	100%	0.00
	10" HDPE DIRECTIONAL BORE	60,000.00	60,000.00	0.00	182,000.00	100%	9.00
	10" DIP DR-18 WATER MAIN	1,200.00	1,200.00	0.00	60,000.00	100%	0.00
	10" VALVES	1,800,00	+	0.00	1,200.00	100%	0.00
	10 VALVES BOX	1,000,00	1,800.00	0.00	1,800.00	100%	0.00
	FITTINGS	7,500.00	1,000.00	0.00	1,000.00	100%	0.00
)	DRIVEWAY REPAIR	<del></del>	7,500.00	0.00	7,500.00	100%	0.00
	IRRIGATION REPAIR	25,865.00	25,685.00	0.00	25,665.00	100%	0.00
	FINAL DRESS	3,500.00	3,500.00	0.00	3,500.00	100%	0.00
	TESTING	2,500.00	2,500.00	0.00	2,500.00	100%	0.00
	SOD	3,000.00	0.00	3,000.00	3,000.00	100%	0.00
	REPLACE VISTAS WELL DRIVEWAY	26,800.00	24,120.00	2,680.00	26,800.00	100%	0.00
	CHANGE OPPER #4 (OFF	5,000.00	0.00	5,000.00	5,000.00	100%	0.00
	CHANGE ORDER # 1 (SEE BREAK DOWN) CHANGE ORDER # 2	14,940.00	14,940.00	0.00	14,940,00	100%	0.00
	TOTALS	2,000.00	0.00	2,000.00	2,000.00	100%	
	ICIALS	348,905.00	333,725.00		349,905.00	100%	0.00
	FINAL DRAW		\$16,180.00				0.00



89

Invoice

### SHAFER DEVELOPMENT CORP.

**406 LAKESHORE DRIVE EUSTIS, FLORIDA 32726** (352)267-4490 FAX (352)357-7852

Data	I=i== 44
Date	Invoice #
12/15/2004	122004-58

Bill To	
LEGENDS WELL RAW WATER LINE	
LAKE UTILITIES, INC.	
200 WEATHERSFIELD AVE	
ALTAMONTE SPRINGS, FL. 32714	

P.O. <b>No.</b>	Terms	Project
636-115-02-01	Due on receipt	

Quantity	Description	Rate	Amount
	CHANGE ORDER # 2		
1	DEWATERING	2,000.00 0.00	<b>2,000.00</b> 0.00
A11			
All work is comple	nc!	Total	\$2,000.00

406 LAKESHORE DRIVE **EUSTIS, FLORIDA 32726** (352)267-4490 FAX: (352)357-7852

## SHAFER DEVELOPMENT CORPORATION



Invoice goes undan: - Lakelouisa Raw water Main const. FRC **BRYAN GONGRE** TO: 407-869-6961 Paş Faxc Der Res FINAL INVOICE VISTAS □ Urgent **☑** For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle Comments: IF YOU HAVE ANY QUESTIONS PLEASE CALL

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<b>л</b> :	CATOBRE	SION NAME		TYPE	PRJ	PROJECT DESCRIPTION		ACCOUNT NUMBER	INIT	HOURS EX	T AMOUNT	R/
67	SOUTH	CLEARMONT	AREA	WATER	06	WATER BUILDINGS		3044031	SLH	1	28.50	28.
							TOTAL	3044031	1	28.5	0	
567	SOUTH	CLEARMONT	AREA	WATER	01	WATER SUPPLY		3072014	DLO	8	228.00	28.
							TOTAL	3072014	8	228.0	0	
67	SOUTH	CLEARMONT	AREA	WATER	07	WATER TREATMENT EQUIPMENT	T	3204032	SLH	2	57.00	28
							TOTAL	3204032	2	57.0	00	
67	SOUTH	CLEARMONT	AREA	WATER	03	WATER STORAGE		3305042	DLO PCF SLH	47 4 1	1,339.50 258.00 28.50	28 64 28
							TOTAL	3305042	52	1,626.0	ю	
67	SOUTH	CLEARMONT	AREA	WATER	04	WATER MAINS CONSTRUCTION		3315043	BKG DLO JEH PCF	25	2, 137, 50 712, 50 2, 194, 50 903, 00	25 26 26 64
							TOTAL	3315043	191	5,947.5	<u> </u>	
							TOTAL	WATER	254	7,887.0	00	
67	SOUTH	CLEARMONT	AREA	M/WTR	91	MISCELLANEOUS WATER		3335045	XX	488 1	3,908.00	28
							TOTAL	3335045	488	13,908.0	00	
							TOTAL	. M/WTR	488	13,908.0	00	
67	SOUTH	CLEARMONT	AREA	WATER	08	METER INSTALLATION		3345047	R AB RXC	8 15	228.00 427.50	25
							TOTAL	3345047	23	655.5	50	
							TOTAL	WATER	23	655.5	50	
							TOTAL	SUBDIVISION	765	22,450.5	50	

PIC 75E36

CO	SUB	W/O	Description	DR	CR	CP Ledger	Status
89	667		CAP TIME-2004	328.5			Attached
89	667		CAP TIME-2003	534.5			Attached
89	667		CLOSE W/O		863		
89	667	115.02.04					· · · · · · · · · · · · · · · · · · ·
89	667	115.02.04					
89	667	115.02.04		98			Attached
89	667	115.02.04		148			Attached
89	667		CLOSE W/O		246		
89	667	115.02.04					
89	667	115.02.04					
89	667	115.02.04	41140*13098*CPH ENGI	906.64		12.31.04	Attached
89	667	115.02.04	36100*13098*CPH ENGI	6,179.32		12.31.03	Attached
89	667	115.02.04	38654*13098*CPH ENGI	5,298.00		12.31.03	Attached
89	667	115.02.04	CLOSE W/O		12,383.96		
89	667	115.02.04					
89	667	115.02.04					
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89	667	115.02.04					
89	667	115.02.04					
89	667	115.02.04					
89	667	115.02.04		13,492.96	13,492.96	l	

Sι	b Subdivision Name	Type	Prj	Project Description	Account Number	Initials	Hours	Amount	Rate
	667 South Clearmont Area	Water	115	Water Project	89.667.115.02.04	BKG PCF	7	199.5	28.5 64.5
						1 01	2	328.5	

Sub	Subdivision Name	Type	Prj	Project Description	Account Number	Initials	Hours		Amount	Rate
	667 South Clearmont Area	Water	115	Water Project	89.667.115.02.04	GTA PCF		15 2_	420.00 114.50	28 57.3
									534 50	

IDC 7/15/2004 5:09 PM

12/30/2004

		INTEREST	INTEREST		SUB		DATE	12/30/2003														
		CALCULATED	CALCULATED	CO	DIV	ACCOUNT	PUT INTO	END	ADDITIONS	ADDITIONS	ADDITIONS .	ADDITIONS	ADDITIONS .	ADDITIONS		CP LEDGER						
SUBDIVISION	DESCRIPTION	FOR 2004	FOR DEC 2004	NQ	NΩ	NO.	SERVICE	BALANCE	JANUARY	EEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	QCT	NOV	DEC	TOTALS	BALANCE
S. Clermont Ray	v water main engineering	98.00	98.00	089	0667	115-02-04	11/3/2004	12,159.82	906.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,066.46	13.066.46
									98.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
									13,164.46	13,164.46	13,164.46	13,164.46	13,164 46	13.164 46	13,164.46	13,164.46	13,164.46	13.164.46	13,164.46	13,164.46		

IDC INTEREST RATES:

\* LUI: LAKE COUNTY 9.03% SUBS: 627-628, 631-634, 636.660-667, 675

7/15/2004 5:10 PM

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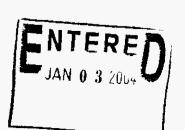
	INTEREST	INTEREST		SUB		DATE	12/30/2002														
	CALCULATED	CALCULATED	CO	DIV	ACCOUNT	PUT INTO	END	ADDITIONS	ADDITIONS A	ADDITIONS A	ADDITIONS A	DDITIONS A	ADDITIONS.	ADDITIONS	ADDITIONS A	DDITIONS A	DDITIONS	ADDITIONS	ADDITIONS		CP LEDGER
SUBDIVISION DESCRIPTION	FOR 2003	FOR DEC 2003	NO	NO	NO.	SERVICE	BALANCE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	TOTALS	BALANCE
LUSI Raw water main engi	ne 148.00	148.00	089	0667	115-02-04	12/31/2003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,179.32	5.298.00	11,477.32	11.477.32
								0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52.00	96.00		
								0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,231.32	11,625.32		

IDC INTEREST RATES:

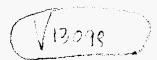
<sup>\*</sup> LUI: LAKE COUNTY 10.03% SUBS: 627-628, 631-634, 636,660-667, 675

& 3 OP

Item 149-5



200 Wethersfield Ave. Altamonte Springs, FL 32714





CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

Attention:

David Orr

Invoice No: Project No: 22955

22955

Re:

Lake Louisa Raw Water Main

December 11, 2003

Billing through November 30, 2003

\*\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 22955

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

**CURRENT INVOICE TOTAL** 

\$850.00 56.64

\$906.64

CPH ENGINEERS, INC.

WO \$ 089-0667-115-02-04-10505

PROJECT-TO-DATE

Professional Fees Consultant and Out-of-Pocket Expenses

> Total Billing to Date Less Amounts Received

\$13,035.00 108,96

\$13,143.96

-6,939.32

\$8,204.64

Statement of Account

TOTAL DUE

Total AR	121 +	91 - 120	61 - 90	31 - 60	0 - 30	Date	Invoice #
TOTAL				\$5,298.00		11/06/2003	22598
\$5,298.00				\$0,200.00	\$906.64	12/11/2003	22955
\$906.64 \$6,204.64				\$5,298.00	\$908.64	Subtotal:	

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

December 11, 2003

Invoice No: 22955 Project No: U0731

Professional services rendered through November 30, 2003

Lake Louisa Raw Water Main

Lake Louisa Raw Water Main - Design & Permitting for extending a raw water main along Vista Del Lago Blvd to Lake Louisa Rd to the Booster station on the corner of US 27 and Lake Louisa Road

\$18,500.00 plus reimbursement for out-of-pocket expenses: Fee Amount 10% markup will be applied to subconsultant services

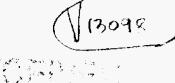
Classification	Hours	Labor Cost
Design Tech	4.00	\$280.00
Prof.Engineer	6.00	\$570.00
Total Labor Charges		\$850.00
Blueprints		56.64
Total Out of Pocket Expenses		\$56.64
Invoice Total		\$906.64



ENTERED NOV 0 3 2003

200 Wethersfield Ave.

Altamonte Springs, FL 32714





CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

Attention: Invoice No: David Orr

U0741/2219

OCT 15 2003

October 7, 2003

Billing through September 28, 2003

Project No: ( Re:

Park Ridge Water Interconnect

30100

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 22194

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

**CURRENT INVOICE TOTAL** 

\$760.00

0.00

\$760.00

CPH ENGINEERS, INC.

WO#090-0608-115-03-01-10512

PROJECT-TO-DATE

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received \$760.00 0.00

\$760.00

0.00

TOTAL DUE

\$760.00

Statement of Account

Invoice # 91 - 120 Date 0 - 3031 - 60 61 - 90 121 + Total AR 22194 10/07/2003 \$760.00 \$760.00 Subtotal: \$760.00 \$760.00

090-0608-115-03-01

## Utilities, Inc. 200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc.
P.O. Box 2808
Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

October 7, 2003 Invoice No: 22194 Project No: U0741

**Labor Cost** 

\$760.00

*	*	*	*	*	*	

Classification

Invoice Total

INVOICE

\*\*\*\*

Professional services rendered through September 28, 2003

Park Ridge Water Interconnect

\$2,500.00 Fee Amount plus Expenses

#. *** · · · · · · · · · · · · · · · · ·		
Prof.Engineer	8.00	\$760.00
Total Labor Charges		\$760.00

Hours

**)** 

200 Wethersfield Ave.

Altamonte Springs, FL 32714



UCT 15 2003



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

Attention: Invoice No: David Orr

\_∪0731/ୖ⊲ ଲ

October 7, 2003

Billing through September 28, 2003

Project Nov Re:

Lake Louisa Raw Water Main

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*\*

(Invoice Number 22193 is enclosed) 36/00

Labor

**CURRENT INVOICE** 

Consultant and Out-of-Pocket Expenses

**CURRENT INVOICE TOTAL** 

\$6,175.00

4.32

\$6,179.32

**CPH ENGINEERS, INC.** 

WO# 089-0667-115-02-04-10505

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received

4.32 \$6,939.32

\$8,936.00

-760.00

TOTAL DUE

\$8,179.32

Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
22193	10/07/2003	\$6,179.32					\$6,179.32
	Subtotal	\$6 170 22					\$6,179,32

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

October 7, 2003 Invoice No: 22193

\*\*\*\*\*

INVOICE

\*\*\*

Project No: U0731

Professional services rendered through September 28, 2003

Lake Louisa Raw Water Main

Lake Louisa Raw Water Main - Design & Permitting for extending a raw water main along Vista Del Lago Blvd to Lake Louisa Rd to the Booster station on the corner of US 27 and Lake Louisa Road

\$18,500.00.00 plus reimbursement for out-of-pocket expenses: Fee Amount 10% markup will be applied to subconsultant services

Classification	Hours	Labor Cost
Design Tech	57.00	\$3,990.00
Prof.Engineer	23.00	\$2,185.00
Total Labor Charges		<b>\$6,175.00</b>
Blueprints		4.32
Total Out of Pocket Expenses		\$4.32
Invoice Total		\$6,179.32



200 Wethersfield Ave.



OCT 15 2003



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

Attention:

David Orr

22192

Invoice No: Project No:

U0729

Re:

**CR 561 WTP** 

October 7, 2003

13098

Billing through September 28, 2003

-40729/22192

## \*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 22192

is enclosed)

36100

Labor

Consultant and Out-of-Pocket Expenses

\$5,110.00 10.517.03

**CURRENT INVOICE TOTAL** 

\$15,627.03

CPH ENGINEERS, INC.

WO # 089-0667-115-03-01-10305

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received

TOTAL DUE

\$35,153.50 11,826.89

\$46,980.39 -26,955.42

\$21,024.97

#### Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
21814	09/03/2003		\$5,397.94				\$5,397.94
22192	10/07/2003	\$15,627.03					\$15,627.03
	Subtotal:	\$15,627.03	\$5,397.94			<del></del>	\$21,024,97

200 Wethersfield Ave. Altamonte Springs, FL 32714



P.O. Box 2808
Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

October 7, 2003

Invoice No: 22192

Project No: U0729

\*\*\*\*

INVOICE

\*\*\*\*

Professional services rendered through September 28, 2003

CR 561 WTP

Classification	Hours	Labor Cost
Design Tech	6.50	\$455.00
Prof.Engineer	49.00	\$4,655.00
Total Labor Charges		\$5,110.00
Bailey Engineering Consultants		10,500.00
otal Consultant Expenses		\$10,500.00
(erox		15.36
one		1.67
otal Out of Pocket Expenses		\$17.03
nvoice Total		\$15,627.03



Bill To:

CPH Engineers, Inc. 1117 East Robinson Street Suite C Sanford, FL 32801

Attn: Mr. Steven Romano, P.E.

# Invoice

Date	Invoice #
9/2/2003	СРН03010.1

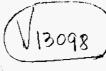
	[	BEC Project #	Clie	nt Project#
Description	Contract Amt	Previously Invoi	% Complete	Current Amt
CR 561 Water Treatment Plant Lake County, Florida	·			
Electrical Design Services	15,000.00		70.00%	10,500.00
cc: Accounts Payable	40299		RECE SEP 1 CONKLIN, POR CONKLIN, POR	5 <b>2003</b>

**Current Amount Due** 

\$10,500.00

200 Wethersfield Ave.

Altamonte Springs, FL 3277





CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

Attention:

OCT 15 2003 David Orr

Invoice No:

221901

October 7, 2003

Billing through September 28, 2003

Project No: Re:

Lake Utilities Interconnect and Master Water Planning.

U0708/22190

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 22190

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

**CURRENT INVOICE TOTAL** 

\$134.28

\$105.00

29.28

**CPH ENGINEERS, INC.** 

WO# 089-0667-115-00-03-10505

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received

TOTAL DUE

\$209,745.00 16,834.68

\$226,579.68 -222,157.90

\$4,421.78

Statement of Account

Total AR	121 +	91 - 120	61 - 90	31 - 60	0 - 30	Date	Invoice #
\$4,287.50				\$4,287.50		09/05/2003	21813
\$134.28					\$134.28	10/07/2003	22190
					<del></del>		
• -	<del></del>			\$4.297.50	\$124.28	Rubtotal:	22190

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

October 7, 2003

Invoice No: 22190

Project No: U0708

\*\*\*\*\*

**INVOICE** 

\*\*\*\*\*

Professional services rendered through September 28, 2003

Lake Utilities Interconnect and Master Water Planning.

\$227,988.00 Fee Amount

Classification	Hours	Labor Cost
Design Tech	1.50	\$105.00
Total Labor Charges		\$105.00
Blueprints Xerox		13.92 15.36
Total Out of Pocket Expenses		\$29.28
Invoice Total		\$134.28

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200 Wethersfield Ave.

Altamonte Springs, FL 327 种



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

NOV 14 2003

Attention:

Re:

David Orr

Invoice No: Project No:

uisa Raw Water Main

November 6, 2003

Illing through October 26, 2003

\*\*\*\*\* PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 22598

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

**CURRENT INVOICE TOTAL** 

\$5,250.00

48.00

\$5,298.00

CPH ENGINEERS, INC.

WO# 089-0627-115-02-04-10505

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received \$12,185.00 52.32

\$12,237.32

-760.00

TOTAL DUE

\$11,477.32

Statement of Account

invoice #	Date	0 - 30	31 - 80	61 - 90	91 - 120	121 +	Total AR
22193	10/07/2003	\$6,179.32					\$6,179.32
22598	11/06/2003	\$5,298.00					\$5,298.00
	Subtotal:	\$11,477.32					\$11,477,32



200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

November 6, 2003 Invoice No: 22598 Project No: U0731

\*\*\*\*\*\* INVOICE

Professional services rendered through October 26, 2003

Lake Louisa Raw Water Main

Lake Louisa Raw Water Main - Design & Permitting for extending a raw water main along Vista Del Lago Blvd to Lake Louisa Rd to the Booster station on the corner of US 27 and Lake Louisa Road

\$18,500.00.00 plus reimbursement for out-of-pocket expenses: Fee Amount 10% markup will be applied to subconsultant services

Classification	Hours	Labor Cost
Design Tech	18.00	\$1,260.00
Prof.Engineer	42.00	\$3,990.00
Total Labor Charges		\$5,250.00
Blueprints		48.00
Total Out of Pocket Expenses		\$48.00
Invoice Total		\$5,298.00

200 Wethersfield Ave.

Altamonte Springs, FL 3271

NOV 14 2003



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

Attention:

Invoice No: Project No:/

Park Ridge Water Interconne

November 6, 2003

Billing through October 26, 2003

Re:

PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 22599

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

**CURRENT INVOICE TOTAL** 

\$1,090.00 0.00

\$1,090.00

CPH ENGINEERS, INC.

WOF 090-0608-115-63-01-10512

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date Less Amounts Received \$1,850.00 0.00

\$1,850.00 0.00

TOTAL DUE

\$1,850.00

Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
22194	10/07/2003	\$760.00					\$760.00
22599	11/06/2003	\$1,090.00					\$1,090.00
	Subtotal:	\$1.850.00					\$1.850.00

200 Wethersfield Ave. Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

November 6, 2003 Invoice No: 22599

Project No: U0741

\*\*\*\*\* INVOICE

Professional services rendered through October 26, 2003

Park Ridge Water Interconnect

\$2,500.00 Fee Amount plus Expenses

Classification	Hours	Labor Cost
Design Tech	11.50	\$805.00
Prof.Engineer	3.00	\$285.00
Total Labor Charges		\$1,090.00

Invoice Total

\$1,090.00

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841 Fax: 407.330.0639

Attention:

David Orr

NOV 14 2003

November 6, 2003

Invoice No:

22597

Billing through October 26, 2003

Project No. Re:

PROJECT BILLING SUMMARY \*\*\*\*\*

**CURRENT INVOICE** 

(Invoice Number 22597

is enclosed)

Labor

Consultant and Out-of-Pocket Expenses

\$1,710.00

36.69

**CURRENT INVOICE TOTAL** 

\$1,746.69

CPH ENGINEERS, INC.

WO#089-0667-115-03-01-10305

PROJECT-TO-DATE

Professional Fees

Consultant and Out-of-Pocket Expenses

Total Billing to Date

11,863.58

\$36,863.50

\$48,727.08 -31,353.36

Less Amounts Received

TOTAL DUE

\$17,373.72

Statement of Account

Total Af	121 +	91 - 120	61 - 90	31 - 60	0 - 30	Date	Invoice #
\$15,627.0					\$15,627.03	10/07/2003	22192
\$1,746.69					\$1,746.69	11/06/2003	22597
\$17 979 7				<del></del>	\$17.373.72	Subtotal:	

Utilities, Inc.

200 Wethersfield Ave.

Altamonte Springs, FL 32714



CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772-2808 Phone: 407.322.6841

Fax: 407.330.0639

November 6, 2003 Invoice No: 22597 Project No: U0729

\*\*\*\*\*\* INVOICE

Professional services rendered through October 26, 2003

CR 561 WTP

Classification	Hours	Labor Cost
Prof.Engineer	18.00	\$1,710.00
Total Labor Charges		\$1,710.00
Phone		0.18
Mileage		36.51
Total Out of Pocket Expenses		\$36.69
Invoice Total		\$1,746.69

¥ 6

\*\*F 3\*\*

8 9	SUBDIVISI	ON N	AME			TYPE	PRJ	PROJECT DESCRIPTION		ACCOUNT NUMBER	INIT	HOURS	EXT AMOUNT	RAT
75	LAKE GRO	VES	UTILIT	IES	INC	WATER	06	WATER BUILDINGS		3044031	SCH JEH	1 2	28.50 57.00	28.5 28.5
									TOTAL	3044031	3	85	.50	
75	LAKE GRO	VES	UTILIT	IES	INC	WATER	01	WATER SUPPLY		3072014	DLO PCF SLH	18 7 2	513.00 451.50 57.00	28.5 64.5 28.5
									TOTAL	3072014	27	1,021	.50	
75	LAKE GRO	VES	UTILIT	IES	INC	WATER	07	WATER TREATMENT EQUIPMENT	-	3204032	SLH	1	28.50	28.5
									TOTAL	3204032	1	28	<b>.</b> 50	
75	LAKE GRO	VES	UTILIT	TES	INC	WATER	04	WATER MAINS CONSTRUCTION		3315043	BHC BKG DLO JEH PCF RAB RXC	22 112 3 70 2 18 3	627.00 3,192.00 85.50 1,995.00 129.00 513.00 85.50	28.5 28.5 28.5 28.5 64.5 28.5 28.5
									TOTAL	3315043	230(	6,627	.00	
									TOTAL	WATER	261	7,762	.50	
75	LAKE GRO	VES	UTILIT	IES	INC	M/WTR	91	MISCELLANEOUS WATER		3335045	XX	844	24,054.00	28.
									TOTAL	3335045	844	24,054	.00	
									TOTAL	M/WTR	844	24,054	.00	
75	LAKE GRO	VES	ווונוז	TIES	INC	WATER	08	METER INSTALLATION		3345047	CJB DXP HRP JAM JFG RAB RXC	3 7 2 4 133	85.50 114.00 199.50 57.00 114.00 114.00 3,790.50	28. 28. 28. 28. 28. 28. 28.
									TOTAL	3345047	157	4,474	.50	
									TOTAL	WATER	157	4,474	.50	
75	LAKE GRO	VES	ונונות	TIES	INC	SEWER	13	SEWER LIFT STATIONS CONST	Г	3542011	BHC HRP TWA	1 2 14	28.50 57.00 399.00	28. 28. 28.
									TOTAL	3542011	17	484	.50	
									TOTAL	SEWER	17	484	.50	
75	LAKE GRO	VES	UTILIT	TIES	INC	M/SHR	92	MI SCELLANEOUS SEWER		3602006	YY	838	23,883.00	28.
									TOTAL	3602006	838	23,883	.00	

# 2004 SE 80 Captime

Hrs x Rate Rate # of hrs Name CO# SUB# G/L CODE CODE SUBDIVISION NAME

11/04 8424 216 39 JLC 089 0675 3315043 54 Lake Groves



ENTERED MAR 1 2 2004

FROM,: STATE ASPHALT CORP.

FAX NO. : 3524290850

Mar. 01 2004 04:37PM P3

#### SHAFER DEVELOPMENT CORP.

P.O. BOX 1135 TAVARES, FL. 32778 (352)241-4888 FAX (352)241-6363 RECEIVED MAR 0 2 2004

P.O. No.

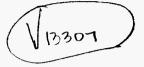
# Invoice

Date	Invoice #
3/1/2004	# 22004-9

**Project** 

Bill To

LAKE UTILITY SERVICES, INC. VISTAS, CASTILLO CT. 200 WEATHERSFIELD AVE. ALTAMONTE SPRINGS, FL. 32714



Terms

		PER BRIAN	£	Due on receipt		
Quantity	Description			Rate		Amount
1 4 4	VISTAS SINK HOLE REPAIR  MOBILIZATION JD 310 SE BACKHOE LABOR (4 MEN @ 25.00 PER HOUR) 6"VALVES FACE Values FITTINGS (JOINT RES., MEGA LUGS, 6" REPAIR SLE  (" 4a 1465 - added  (" 4a 1465 - added  (" 5 a 1465 - added  (" 5 a 1465 - added  (" 5 a 1465 - added	gark		akor	250.00 70.00 100.00 650.00 700.00	250.00 280.00 400.00 650.00 700.00
All work is comple	ste!			Total		\$2,280.00

055204 **5520**4

(3)

ENTERED JUN 1 6 2004



# SUNSTATE METER & SUPPLY, INC.

PAGE #

14001 W. NEWBERRY ROAD NEWBERRY, FLORIDA 32669-2710 PHONE (352) 332-7106 • FAX (352) 332-5604

# "DISTRIBUTOR FOR MAJOR BRANDS OF WATER AND SEWER SYSTEMS SUPPLIES"

JUN 0 1 2004

HAVE A NICE DAY

V10665

CUST	NO. JOB NO.	PURCHASE ORDER N	0.	REFERENCE		TERMS	CLERK	DATE TIME
	0454 1	JH-660W	PO # JH	1-660W ORDR #	10541 NET 3	O DAYS	SONYA	5/26/04 1:02
			s					
S O L	UTILITIES INC		ė vri	ILITIES INC. OF		DUE DATE:	6/25/04	DOC F
D T	200 WEATHERSF	IRPN VARNAR	•	KE GROVES UTILIT 25 HWY. 27, SOUT				*
ò	ALTAHONTE SPG					SLSPR:	02 JEFF KIMBROUGH	**************
18% PE	R YEAR APPLIED TO	UTED BY A PERIODIC R THE PREVIOUS BALAN COUNT. OUR CURRENT	CE WITHOUT DE	EDUCTING CURRENT P	AYMENTS AND/OR	TAX :	001 FLORIDA SALES	ORDR 105411
					94. (15.4) 11.11 (15.4)			
15				HC X FIPT				,
						ı		

15				HC X FIPT				
16				TRUCK ADD SHIPPED 05/26/04				
17	ı	E	A SHIP	SHIPPING INFORMATION		1	42.84 /E/	42.84 N
:				Stock r	cela	sms	4	
			*	089 -0628 089 -0660 - 333	5045	#2	,681.75	Disch Human Sti
				** AMOUNT CHARGED TO STORE A	CCOUNT **	3,695.0	TAXABLE  NON-TAXABLE SUBTOTAL  TAX ANOUNT	3445.52 42.84 3488.36 206.73 \$3695.09

Ø



# SUNSTATE METER & SUPPLY, INC.

14001 W. NEWBERRY ROAD NEWBERRY, FLORIDA 32669-2710 PHONE (352) 332-7106 • FAX (352) 332-5604

#### "DISTRIBUTOR FOR MAJOR BRANDS OF WATER AND SEWER SYSTEMS SUPPLIES"

#### HAVE A NICE DAY

CUST NO.	JOB NO.	PURCHASE ORDER NO.	RE	ERENCE		TERMS	CLERK	DATE	TIME
200454	_1_	JH-660W	PO # JH-660W	ORDR #	10541	NET 30 DAYS	 SONYA	5/26/04	1:02

UTILITIES INC. OF PLORIDA

UTILITIES INC. OF FLORIDA LAKE GROVES UTILITIES

6/25/04 DUE DATE:

DOC#

200 WEATHERSFIELD AVENUE ALTAMONTE SPGS. FL 32714

2425 HWY. 27, SOUTH CLERMONT

FL 34711 A FINANCE OF ARCE TO COMMUTED BY A PERIODIC RATE OF 11/18 PER MONTH, WHICH IS AN ANNUAL RATE OF 18% PER YEAR APPLIED TO THE PREVIOUS BALANCE WITHOUT DEDUCTING CURRENT PAYMENTS AND/OR

SLSPR: TAX : 02 JEFF KIMBROUGH 001 FLORIDA SALES TAX

ORDR 105411

				<u> </u>					2003-2010-2010
	4		EA	F202-871-IP4	8 x 1" IP DBL. STRAP SADDLE		4	26.36 /EA	105.44
H					PVC				
	4		EA	F202-760-IP4	6 x 1" IP DBL. STRAP SADDLE		4	24.08 /EA	96.32
					CI/AC				
	4		EA	F202-526-IP4	4x1 IP DOUBLE STRAP SADDLE		4	19.52 /EA	78.08
					FOR CI/AC				
	4		EA	S71-204	2x1 IP BRASS SADDLE		4	12.29 /EA	49.16
	40		EA	B43-232W	3/4" CURB STOP MC x PJ/CTS		40	18.72 /EA	748.80
	24		EA	F1100-4	1" CORP STOP, IP X PJ/CTS		24	21.89 /EA	525.36
	4	j	RL	13408100BLUE	1 X 100 CTS BLUE PE TUBING		4	32.00 /RI	128.00
	60		EA	C18-34	1 X 3/4 BRASS REDUCER BUSHING		60	2.13 /E	127.80
					MIP X FIP				
	64		EA	ннсн31-323	3/4" BRZ. STRT. ACCESSIBLE		64	24.79 /EA	1,586.56
					CARTRIDGE DUAL CHECK VALVE				
									CONT'D
					:				

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION DETA	\IL	
089*0631*3335045		ACCT TYPE: A	BEG BAL:	27,956.77
089*0631*3335045		STATUS: A	END BAL:	39,566.77
SERVICE LINES		PERIOD: 06(JUN)		
ACCOUNT	LINE-	3 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	DEBIT	CREDIT
089*0675*3602006	1	WESTON HILLS III PH B	14,448.00	
089*0675*2721006	2	WESTON HILLS III PH B		14,448.00
089*0675*3612008	3	WESTON HILLS III PH B	44,254.00	
089*0675*2721008	4	WESTON HILLS III PH B		44,254.00
089*0675*3612010	5	WESTON HILLS III PH B	22,515.00	
089*0675*2721098	6	WESTON HILLS III PH B		22,515.00
089*0675*3662006	7	WESTON HILLS III PH B	20,292.00	
089*0675*3752008	8	WESTON HILLS III PH B	13,808.00	
089*0675*2722050	9	WESTON HILLS III PH B		20,292.00
089*0675*2722050	10	WESTON HILLS III PH B		13,808.00
089*0675*2711043	11	WESTON HILLS III PH B		47,974.00
089*0675*2711048	12	WESTON HILLS III PH B		8,400.00
089*0675*3355048	13	WESTON HILLS III PH B	8,400.00	
ACTION B1	X -E X I T	S(nn)-SCAN P(S)-PRINT B(n	n)-DISP BATCH	NP,PP,NA,PA
04201 Enter <cr> t</cr>	o contin	ue scan, X to end scan		
1.5		.A Batch: 01 - THIS BATCH IS	FROM THE ARCH	IVE FILE!

AccuTerm Screen Print - GLAP (1) 5:22:52 PM 17 Sep 2008

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION	DETAIL	
089*0631*3335045		ACCT TYPE: A	BEG BAL:	27,956.77
089*0631*3335045		STATUS: A	END BAL:	39,566.77
SERVICE LINES		PERIOD: 06(J	UN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	CREDIT
089*0675*3315043	14	WESTON HILLS III PH	B 47,974.00	
089*0675*3335045	15	WESTON HILLS III PH	B <b>√</b> 16,576.00	. /
089*0675*2711045	16	WESTON HILLS III PH	В	<b>V</b> 16,576.00
089*0667*3315043	17	SHORES LK CLAIR	24,850.00	
089*0667*3335045	18	SHORES LK CLAIR	<b>√</b> 5,650.00	
089*0667*2711043	19	SHORES LK CLAIR		24,850.00
089*0667*2711045	20	SHORES LK CLAIR		<b>√</b> 5,650.00
089*0667*2711045	21	VISTA PINES		6,866.00
089*0667*2711043	22	VISTA PINES		34,972.56
089*0667*2711048	23	VISTA PINES		6,411.00
089*0667*3355048	24	VISTA PINES	6,411.00	
089*0667*3315043	25	VISTA PINES	34,972.56	
089*0667*3335045	26	VISTA PINES	<b>√</b> 6,866.00	
ACTION B1	X -EXIT	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
Q4201 Enter <cr> t</cr>	o continu	ue scan, X to end scan		

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION DET	AIL	
089*0631*3335045		ACCT TYPE: A	BEG BAL:	27,956.77
089*0631*3335045		STATUS: A	END BAL:	39,566.77
SERVICE LINES		PERIOD: 06(JUN)	SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	ZCREDIT
089*0631*2711045	27	SPRING VALLEY PH 7		√ 11,610.00
089*0631*2711043	28	SPRING VALLEY PH 7		9,898.50
089*0631*2711048	29	SPRING VALLEY PH 7		5,250.00
089*0631*3355048	30	SPRING VALLEY PH 7	5,250.00	
089*0631*3315043	31	SPRING VALLEY PH 7	9,898.50	
089*0631*3335045	32	SPRING VALLEY PH 7	11,610.00	,
089*0667*2711045	33	REGAL RIDGE		<b>√</b> 7,117.30
089*0667*2711043	34	REGAL RIDGE		34,582.70
089*0667*3315043	35	REGAL RIDGE	34,582.70	
089*0667*3335045	36	REGAL RIDGE	<b>√</b> 7,117.30	
089*0636*2711045	37	LEGEND/BRIDGESTONE PH 4		<b>√</b> 9,795.00
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT B(	nn)-DISP BATCH	NP, PP, NA, PA
	co continu	ue scan, X to end scan		

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION DE	TAIL	
089*0631*3335045		ACCT TYPE: A	BEG BAL:	27,956.77
089*0631*3335045		STATUS: A	END BAL:	39,566.77
SERVICE LINES			) SEGMENT: THREE	
ACCOUNT		COMMENT	DEBIT	
089*0636*2711043	38	LEGEND/BRIDGESTONE PH 4		54,196.90
089*0636*2711048	39	LEGEND/BRIDGESTONE PH 4		9,150.00
089*0636*3355048	40	LEGEND/BRIDGESTONE PH 4	9,150.00	
089*0636*3315043	41	LEGEND/BRIDGESTONE PH 4	54,196.90	
089*0636*3335045	42	LEGEND/BRIDGESTONE PH 4	9,795.00	
089*0675*3602007	43	TRADDS LANDING	47,230.30	
089*0675*2721007	44	TRADDS LANDING		47,230.30
089*0675*3612010	45	TRADDS LANDING	100,958.00	
ACTION B1	X -E X I T	S(nn)-SCAN P(S)-PRINT B	(nn)-DISP BATCH	NP,PP,NA,PA
Q4201 Enter <cr> t</cr>	co continu	ie scan, X to end scan		

GL3.1C	ACCOUNT	INQUIRY - TRANSACTION	DETAIL	
089*0631*3335045		ACCT TYPE: A	BEG BAL:	27,956.77
089*0631*3335045		STATUS: A	END BAL:	39,566.77
SERVICE LINES			UN) SEGMENT: THRE	
ACCOUNT	LINE	COMMENT	DEBIT	CREDIT
089*0675*3602006	46	TRADDS LANDING	62,388.00	
089*0675*3542011	47	TRADDS LANDING	360,575.00	
089*0675*3612008	48	TRADDS LANDING	156,558.73	
089*0675*2721098	49	TRADDS LANDING		100,958.00
089*0675*2721006	50	TRADDS LANDING		62,388.00
089*0675*2721011	51	TRADDS LANDING		360,575.00
089*0675*2721008	52	TRADDS LANDING		156,558.73
089*0675*3752008	53	TRADDS LANDING	181,119.11	
089*0675*3662006	54	TRADDS LANDING	59,975.00	
089*0675*2721050	55	TRADDS LANDING		181,119.11
089*0675*2721050	56	TRADDS LANDING		59,975.00
089*0636*2711045	57	TRADDS LANDING		62,943.00
089*0636*2711043	58	TRADDS LANDING		230,673.86
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
Q4201 Enter <cr> t</cr>	o continu	e scan, X to end scan		

0004067147775045		ACCT TVDE	DEC DAI	07.056.77
089*0631*3335045		ACCT TYPE: A	BEG BAL:	27,956.77
089*0631*3335045		STATUS: A	END BAL:	39,566.77
SERVICE LINES		PERIOD: 06(JU		
ACCOUNT		COMMENT	DEBIT	
089*0636*2711048	59	TRADDS LANDING		39,168.00
089*0636*3355048	60	TRADDS LANDING	39,168.00	
089*0636*3315043	61	TRADDS LANDING	230,673.86	
089*0636*3335045	62	TRADDS LANDING	<b>√</b> 62,943.00	
089*0675*2711043	63	MARTINS LANDING	•	21,335.50
089*0675*2711048	64	MARTINS LANDING		4,200.00
089*0675*3355048	65	MARTINS LANDING	4,200.00	
089*0675*3315043	66	MARTINS LANDING	21,335.50	
089*0675*3612010	67	ORANGETREE PH 4	27,220.23	
089*0675*3602006	68	ORANGETREE PH 4	19,346.33	
089*0675*3612008	69	ORANGETREE PH 4	43,489.96	
089*0675*2721098	70	ORANGETREE PH 4		27,220.23
089*0675*2721006	71	ORANGETREE PH 4		19,346.33
ACTION B1	X -EXIT	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP.PP.NA.PA

089*0675*2721008       7         089*0675*2711045       7         089*0675*2711043       7         089*0675*2711048       7         089*0675*3355048       7         089*0675*3315043       7	INECOMMENT COMMENT COMMEN	T ————————————————————————————————————	A END 06(JUN) SEGN		27,956.77 39,566.77 PRIOR ACT CREDIT
SERVICE LINES ACCOUNTL 089*0675*2721008 7 089*0675*2711045 7 089*0675*2711043 7 089*0675*2711048 7 089*0675*3355048 7 089*0675*3315043 7	2 ORANGET 3 ORANGET 4 ORANGET 5 ORANGET 6 ORANGET 7 ORANGET	PERIOD: T	06(JUN) SEGN	MENT: THREE DEBIT	PRIOR ACTCREDIT  43.489.96 26,084.24 92,331.83
ACCOUNTL 089*0675*2721008 7 089*0675*2711045 7 089*0675*2711043 7 089*0675*2711048 7 089*0675*3355048 7 089*0675*3315043 7	2 ORANGET 3 ORANGET 4 ORANGET 5 ORANGET 6 ORANGET 7 ORANGET	T ————————————————————————————————————		DEBIT	CREDIT √43,489.96 26,084.24 92,331.83
089*0675*2721008       7         089*0675*2711045       7         089*0675*2711043       7         089*0675*2711048       7         089*0675*3355048       7         089*0675*3315043       7	2 ORANGET 3 ORANGET 4 ORANGET 5 ORANGET 6 ORANGET 7 ORANGET	TREE PH 4			\( \int_{26,084.24}^{43,489.96} \) 92,331.83
089*0675*2711045       7         089*0675*2711043       7         089*0675*2711048       7         089*0675*3355048       7         089*0675*3315043       7	ORANGE ORANGE ORANGE ORANGE ORANGE ORANGE	TREE PH 4 TREE PH 4 TREE PH 4 TREE PH 4	19	9 431 99	<b>V</b> 26,084.24 92,331.83
089*0675*2711043 7 089*0675*2711048 7 089*0675*3355048 7 089*0675*3315043 7	4 ORANGET 5 ORANGET 6 ORANGET 7 ORANGET	TREE PH 4 TREE PH 4 TREE PH 4	19	9 431 99	92,331.83
089*0675*2711048 7 089*0675*3355048 7 089*0675*3315043 7	5 ORANGE 6 ORANGE 7 ORANGE	TREE PH 4 TREE PH 4	19	9 431 99	
089*0675*3355048 7 089*0675*3315043 7	6 ORANGE <sup>-</sup> 7 ORANGE <sup>-</sup>	TREE PH 4	19	9 431 99	19,431.99
089*0675*3315043 7	7 ORANGE		16	a 441 99	
		IREE PH A			
1089*0675*3335045 7				2,331.83	
_			•	5,084.24	
089*0675*3752008 7		TREE PH 4		3,122.68	
089*0675*3662006 8			3.	1,839.00	
089*0675*2721050 8					58,122.68
089*0675*2721050 8					31,839.00
089*0675*3612010 8	=	N PK PH 3		9,800.00	
089*0675*3602006 8	4 MISSION	N PK PH 3	10	0,696.00 	
ACTION B1 X-E	XIT S(nn)-SCAN	N P(S)-PF	RINT B(nn)-D]	ISP BATCH	NP,PP,NA,PA

0001007117775045					27 056 77
089*0631*3335045		AC	CT TYPE: A	BEG BAL:	_ , ,
089*0631*3335045			STATUS: A	END BAL:	
SERVICE LINES				JUN) SEGMENT: THRE	
ACCOUNT				DEBIT	CREDIT
089*0675*3612008	85	MISSION	PK PH 3	17,040.00	
089*0675*2721098	86	MISSION	PK PH 3		9,800.00
089*0675*2721006	87	MISSION	PK PH 3		10,696.00
089*0675*2721008	88	MISSION	PK PH 3		17,040.00
089*0675*2711045	89	MISSION	PK PH 3		<b>√</b> 14,272.00
089*0675*2711043	90	MISSION	PK PH 3		24,270.00
089*0675*2711048	91	MISSION	PK PH 3		2,100.00
089*0675*3355048	92	MISSION	PK PH 3	2,100.00	
089*0675*3315043	93	MISSION	PK PH 3	24,270.00	
089*0675*3335045	94	MISSION	PK PH 3	<b>√</b> 14,272.00	
089*0675*3752008	95	MISSION	PK PH 3	10,522.00	
089*0675*3662006	96	MISSION	PK PH 3	19,491.00	
089*0675*2721050	97	MISSION	PK PH 3		10,522.00
ACTION B1	X –E X I T	S(nn)-SCAN	P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA

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GL3.1C	ACCOUN	T INQUIRY -	TRANSACT	TION DET	AIL	
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# WATER UTILITY AGREEMENT Vista Pines LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this 2 day of Juy 2003 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Highland Real Estate and Investment, Inc. a Florida corporation (hereinafter referred to as the "Owner").

#### WITNESSETH

WHEREAS, Owner is the owner of approximately 20 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 50 residential building lots, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter, Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any uncarned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall, meet the current standards or requirements, as the case may be, of all state, local, and federal

governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. In addition, Owner agrees to pay (AFPI) or other fees, to Utility, as may be approved by the Florida Public Service Commission as of the date such payment is required by the Utility. Said contribution shall hereinafter be referred to as the "Connection Contribution," The Connection Contribution shall be paid by Owner to Utility in Jump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or twenty five (25) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in eash or eashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Utility only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the cost of constructing on-site improvements in accordance with Paragraph 4 hereof, which shall be charged

and paid in accordance with said Paragraph 4, (3) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (4) meter installation fees as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS, In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in Exhibit B attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities. Owner shall convey the Off-Site Facilities to the Utility, at no cost or expense to the Utility. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the Off-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. By conveyance of the Off-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said Off-Site Facilities have been constructed in a good and professional manner, free from all defects, and that Owner will correct and defect occurring or discovered in said facilities within a period of one (1) year from the date of conveyance.
- 4. <u>ON-SITE FACILITIES</u>. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to be constructed on the Property to connect the Development to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable

regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection. Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which the Utility shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
  - 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by

Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which Owner pays Connection Contribution and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due to the Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters, as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. All water meters so installed shall remain the property of Utility.
- 8. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

10. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Owner: Highland Real Estate and Investment, Inc.

1135 East Avenue Clermont, FL 34711

Attn.: Mr. Dale Ladd, President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

#### 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

Lake Utility Services, Inc.

By: Jumes Camaren, Chairman & CEO

ATTEST:

JAn W

Highland Real Estate and Investment, Inc.

By: U M Dale Ladd, President

ATTEST:

7

EXHIBIT "A"

Vista Pines

Chi C

TRACT #21 (MCWIIA NLOCK)

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Al-Sil: The West is of the NW is of the SW is of Section 11, Township 23 South, Range 25 East of the Tulinkustoe Meridian, Lake County, Pierida.

1.ESS: From the intersection of the East line of the NR % of the SE % of Section 10, Township 23 South, Range 25 Root, Lake County, Florida and the center line of State Roud S-545-A, the themes 8 89 slegross, \$3 minutes, 40 seconds W along the center line of mild Road 475.4 feet to the point of beginning; thence 8 3 slegross, 61 minutes, 40 seconds W 292.8 feet; thence 8 89 slegross, 53 minutes, 40 seconds W to the West line of the East % of the NE % of the SE % of Section 10, Township 23 South, Range 25 East; thence northerly along the West line of the said Rant % of the NE % of the SE % to the center line of State Road 8-365-A; thence N 89 degrees, 53 minutes, 40 seconds E slong said center line to the point of beginning.

1.859 AND EXCEPT: II feet for Right-of-Way along the north bandary. Together with un Savement along the West also of the exception contained heroin extending from the Highway on the North down to the property being sonveyed by this Dock on the South, (said Rasoment being 30 feet in width.)

Jun. 84 2003 61:24PM P4

FAX NO. :3523945971

EROM : HICHERAD

2335 Saniers Road Northbrook, Illinois 60062-6196 Tiliph ne. 847-498-6440 Facunile. 847-498-2066



November 5, 1998

Mr. Barry S. Goodman President Altamonte Development Corp. c/o Robert A. Biederman 2909 W. State Road 434, #121-131 Longwood, FL 32779

Dear Mr. Biederman:

Enclosed for your records are a fully executed original agreement for water service for the Spring Valley Development and an executed letter of understanding dated November 4, 1998.

Sincerely

Andrew Dordich Vice President

AD:pas

Encs.

ce: J. Camaren

C. Wenz

D. Rasmussen

# AGREEMENT FOR WATER SERVICE

# SPRING VALLEY DEVELOPMENT, FL

This Agreement is entered into this \_\_\_\_\_ day of November, 1998 by and between Altamonte Development Corporation, a Florida corporation (hereinafter referred to as "Developer"), and Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility").

#### WITNESSETH

WHEREAS, Developer is the owner of or is duly authorized to act on behalf of the owners of certain real estate in Lake County, Florida, hereinafter referred to as "Property" and more fully described in Exhibit "A" attached hereto, and;

WHEREAS, Developer is in the process of developing the Property into a residential community which will contain approximately 476 residential dwelling units and 100,000 to 160,000 square feet of commercial development when completed, and;

WHEREAS, Utility is engaged in the business of furnishing water service to the public in the interconnected Clermont 1, Amber Hills, and Lake Ridge system which service territory as authorized by its Certificate of Public Convenience and Necessity encompasses the property, and;

WHEREAS, Developer desires Utility to provide water service within the property and Utility desires to provide water service to the Property according to the terms and conditions of this Agreement.

WHEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

#### **ARTICLE I**

#### REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer represents and warrants:

- a. That Developer is the owner of or is duly authorized to act on behalf of the owners of the Property, and;
- b. That Developer will cooperate fully with the Utility in any and all applications or petitions to public authorities deemed necessary or desirable by Utility in connection with the construction and installation of the water utility system contemplated by this Agreement.
- c. That Developer will cooperate fully with the Utility in conveying to the Utility or provide by recorded subdivision plats such easements or rights-of-way as the Utility may reasonably require for the Utility's performance of its obligations under this Agreement, provided however, such easements or rights-of-way will not unreasonably interfere with the intended development of the Property. Any such plats, conveyances or licenses will be in form satisfactory to the Utility's legal counsel.
- d. Anything in this Agreement notwithstanding, there will be no elevated water storage on the Property.



e. Upon receipt of a properly executed copy of this Agreement, Developer will pay to Utility the non-refundable sum of Two Thousand and 00/100 Dollars (\$2,000.00) to partially defray Utility's legal costs.

## ARTICLE II

# CONSTRUCTION AND INSTALLATION OF WATER DISTRIBUTION

#### FACILITIES BY DEVELOPER

- 1. The Developer hereby agrees to construct and install, at its sole cost and expense, the complete central water distribution facilities (hereinafter referred to as "Facilities") throughout the Property, including but not limited to water mains, valves, services, hydrants, curb stops, meters and other facilities as are reasonably required to provide adequate water utility service (in accordancewith applicable governmental standards) to all residential and/or commercial units to be constructed within the Property. Prior to the commencement of water utility service to the Property, Developer shall be responsible for securing all appropriate easements, constructing and installing, at Developers sole cost and expense, approximately 1,200 feet of ten-inch diameter water supply main interconnecting the Facilities with Utility's existing Clermont water plant number 1 and approximately 3,600 feet of ten-inch diameter water supply main interconnecting the Facilities with Utility's existing Lake Ridge and Amberhill water plants.
- 2. Utility, at its sole option, may require Developer to install the aforementioned 1,200 and 3,600 foot sections of water supply main utilizing a larger diameter main size. Should Utility elect to require Developer to install water supply main larger than ten inches in diameter, the incremental difference in cost associated with installing water supply mains larger than ten inches in diameter shall be borne solely by Utility.
- 3. The Facilities to be constructed by Developer pursuant to Paragraph 1 of this Article II may be installed in phases over a period of time, and when installed, will meet the reasonable needs of water utility customers within the Property. All plans, specifications and construction shall be in accordance with applicable standards, requirements, rules and regulations of agencies of the State of Florida, as well as all local or municipal authorities.
- 4. All materials used shall be new, first-class, and suitable for the uses made thereof, and similar to that used by other utilities in Lake County.
- 5. Developer guarantees all construction, materials, workmanship and the trouble-free operation of the Facilities for twelve (12) months after completion of each phase or section.
- 6. Developer shall save and hold Utility harmless from and against all suits or claims that may be based upon any injury to any person or property that may occur in the course of the performance of the construction of the Facilities by Developer or by anyone acting on Developer's behalf, or under Developer's supervision and control, including but not limited to, claims made by employees of Developer, and Developer shall, at its own cost and expense, pay all costs and other expenses arising therefrom, or incurred in connection therewith, including reasonable attorneys' fees.
- 7. All of the Facilities installed by Developer pursuant to this Agreement shall become the property of Utility as installed. Developer shall execute all conveyances, licenses and other documents reasonably requested by Utility as necessary or desirable in Utility's opinion to ensure Utility's ownership of, ready access to, and operation of the Facilities. Developer shall furnish utility with lien waivers and original cost invoices in a form satisfactory to utility's counsel from Developer and from all suppliers, subcontractors and all others who furnish labor, equipment, materials, rentals, or who perform any services in connection with the Facilities construction herein.



- 8. Developer shall, prior to the transfer to Utility of the Facilities, grant permanent, assignable easements satisfactory to Utility, authorizing Utility to own, operate and maintain the Facilities and providing reasonably adequate rights of access and working space for such purposes. Developer shall also execute additional conveyances reasonably requested by Utility as necessary to allow Utility access within the Property to extend and interconnect the Facilities to other developments outside the property, so long as such additional requested conveyances do not unreasonably interfere with Developer's intended development of its property.
- 9. Developer shall, upon transfer to Utility of the Facilities, provide to Utility operating manuals, permits, as-built drawings and all other information reasonably required to operate, maintain and repair the Facilities.

# ARTICLE III

### TAP FEES

- 1. The parties to this Agreement acknowledge there is a pending lawsuit in the fifth District Court of Appeals for the State of Florida between Utility and the City of Clermont, Florida, concerning the right to provide service to a parcel of real estate located south and in the proximity of the Property. The parties hereto further acknowledge that Developer has considered the possibility of annexing to the City of Clermont, Florida. In the event Utility is successful in the pending lawsuit, the parties hereto will proceed in accordance with the terms of this Agreement. In the event the City of Clermont, Florida is successful in said lawsuit, the Developer shall have a sixty-day option to be exercised by written notice to either (a) cancel this Agreement, and in such event, the parties shall have no further obligation hereunder, or; (b) within said sixty days, notify Utility they wish to proceed with the terms of this Agreement. In the event Developer exercises the option to obtain potable water service from the City of Clermont, the Utility warrants that it will not attempt to block or interfere with the obtaining of such service from the City of Clermont.
- 2. Along with the notification they wish to proceed, Developer shall deliver the sum of Sixty-Eight Thousand and 00/100 Dollars (\$68,000.00) (the "Deposit") to the Utility. The Deposit shall be non-refundable except for the Utility's failure to make available the necessary water utility capacity. Upon receipt of the payment, Utility agrees to reserve water utility capacity for residential lots within the property, as well as credit the collection of tap-on fees for the first Fifty (50) residential dwelling units within the property.
- 3. Thereafter, on each yearly anniversary of the first payment, the Developer shall pay an additional Seventy Thousand and 00/100 Dollars (\$70,000.00) for the purchase of Fifty (50) equivalent residential connections (ERCs) or such number of ERCs as Utility will allow at a equal price per ERC. Upon One Hundred Twenty (120) days written notice from Developer to Utility, Developer shall have the option to purchase additional ERCs at any time. Yearly payments shall continue until such time as a sufficient number of ERCs has been purchased to enable service to be provided to the lesser of 476 residential dwelling units or such number of units as may exist in the planned development as revised.
- 4. Concerning service for the commercial property, Utility agrees that upon receipt of written notice and payment for a sufficient number of ERC's. One Hundred Fifty (150) days in advance, service to the commercial property shall be paid for and available as needed. The commercial property service shall make available adequate fire flow acceptable to all applicable government agencies.
- 5. Notwithstanding anything herein to the contrary, upon payment of the amounts specified hereinabove, Developer shall not be required to pay any other charge in consideration of the Utility making water utility capacity available to Developer, provided that this shall not apply to normal monthly fees for water service.



### ARTICLE IV

# UTILITY SERVICE, RATES AND CHARGES

- 1. Upon payment of the amounts specified in Article III herein, installation of the Facilities and completion of the interconnections, Utility agrees to supply all customers within the Property with adequate and customary water service, and to operate, maintain and repair all Facilities as indicated herein after acceptance by Utility and issuance of operational approvals by all regulatory authorities.
- 2. Water usage charge shall be rendered by Utility in accordance with Utility's rates, rules and regulations and conditions of service from time to time on file with the Commission and then in effect. In consideration of Developer's obligations and contributions under this Agreement, Utility agrees not to charge or collect or seek to establish guaranteed revenue fees for any undeveloped lots.

## ARTICLE V

#### GENERAL

- 1. This Agreement is intended to be performed in the State of Florida and shall be governed by the laws of the State of Florida. In the event of any litigation hereunder, the parties hereto agree that venue shall be Lake County, Florida.
- 2. Except as provided for in this Agreement, neither party to this Agreement shall be liable to the other for failure, default or delay in performing any of its obligation hereunder, if such failure, default or delay is caused by strikes or other labor problems, by forces of nature, unavoidable accident, fire, acts of the public enemy, interference by civil authorities, acts or failure to act, decisions or orders or regulations of any governmental or military body or agency, office or commission, delays in receipt of materials, or any other cause, whether of similar or dissimilar nature, not within the control of the party affected and by which, by the exercise of due diligence such party is unable to prevent or overcome, except as otherwise provided for herein. Should any of the foregoing events occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.
- 3. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
- 4. Utility agrees to indemnify Developer, its successors and assigns, and hold Developer harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Utility under this Agreement; Developer agrees to indemnify Utility, its successors and assigns, and hold it and them harmless against any loss, damage, liability, expense or cost of Utility, accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Developer under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Utility by Developer.
- 5. This Agreement sets forth the complete understanding between Developer and Utility, and any amendments hereto to be effective must be made in writing.
- 6. Notices and correspondence required hereunder shall be given to Developer and to Utility at the following addresses, or at any other addresses designated in writing by either party subsequent to the date hereof:



If to Utility:

Lake Utility Services, Inc.

2335 Sanders Road

Northbrook, Illinois 60062 Attn: Mr. James L. Camaren

Chairman & C.E.O

If to Developer:

Altamonte Development Corporation

2909 W. State Road 434, Suite 121-131

Longwood, Florida 32779

Attn: Barry S. Goodman, President

Delivery, when made by registered or certified mail, shall be deemed complete upon mailing.

- 8 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 9. The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.
- 10. If this Agreement is not executed prior to November 14, 1998, then the terms and conditions contained herein will be waived, with no further obligations or responsibilities to either party.
- 11. As it pertains to this Agreement. Utility shall abide by and comply with all applicable rules and regulations of the Florida Public Service Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Lake Utility Services, Inc.

James L. Camaren

Chairman & Chief Executive Officer

ATTEST:

,

Altamonte Development Corporation

By:

Barry S. Goodman, President-

# WATER UTILITY AGREEMENT THE LEGENDS DEVELOPMENT LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this Don'day of Colober, 1999 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Lennar Homes, a Florida corporation (hereinafter referred to as the "Owner").

#### WITNESSETH

WHEREAS, Owner has an agreement to acquire approximately 500 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 725 residential building lots and four and one half acres of commercial property, including a 9,000 square foot club house and a 6,000 square foot pro shop, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter. Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements bereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any uncarned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local,

and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC). Owner hereby agrees to contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this Agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contributions shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (3) meter installation fees

as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in "Exhibit B" attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.

- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing. Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
- 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time baving jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to

provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer, provided, the failure of an active customer to pay sums due Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utility.
- 8. WELL SITE. Owner shall convey, by recorded deed, to Utility one (1) parcel of land as depicted at Exhibit "C" suitable for use as a well site in compliance with Florida Department of Environmental Protection rules including a 200 foot pollution free radius, at no cost or expense to Utility. Said well site shall be capable of yielding water of acceptable quality for use in supplying potable water to the Development. Title to real estate shall be conveyed by General Warranty Deed in fee simple, free and clear of all liens and encumbrances, together with a title insurance policy containing only those exceptions which are acceptable to Utility in an amount not less than \$5,000 for each parcel. Owner shall grant easements of ingress and egress and for the installation and

maintenance of utility lines for the well site parcel at no cost or expense to Utility. Construction of wells on aforementioned parcel will be at Utility's sole cost and expense.

9. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated nonexclusive utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

10. SALE TO GOVERNMENTAL ENTITY. In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Owner: Lennar Homes

1110 Douglas Avenue

Suite 2040

Altanionte Springs, FL 32714 Attn: Robert Ahrens, Vice President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

### 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto including the current owners of the Property, and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

y: \_\_\_\_\_\_\_ Qrrandy: \_\_\_\_\_\_\_ James Camaren, Chairman & CEO

ATTEST:

Lennar Homps

ATTEST:

### Preliminary Construction Cost Estimate For Off-Site Facilities Exhibit B

Item No-	Item Description	Unit Quantity	Estimated Quantity	Unit Price (\$)	Estimated Cost (S)
t	Fittings	LS	1	36,300.00	36,300
2	16" Gate Valve & Box, M.J.	ĒĀ	5	4.920.00	24,600
3	12" Gate Valve, FLG	EA	3	1,250.00	3,750
4	10" Butterfly Valve, FLG	EA	5	790.00	3,950
5	8" Check Valve, FLG	EA	4	1,635.00	6.540
6	8" Gate Valve, FLG	EA	7	650.00	4,550
7	8" Pressure Reducing Valve, FLG	EA	1	3.790.00	3,790
8	4" Pressure Reducing Valve	EA	1	1,440.00	1,440
9	4" Gate Valve, FLG	EA	2	350.00	700
10	1" Air Release Valve	EA	į,	530.00	530
11	Support Slabs	Sq. Ft.	250	1.90	475
12	18" D.f. Pipe	ĹF	18	41.00	738
13	16" D.I. Pipe	LF	36	35.00	1.260
14	16" PVC Pipe	LF	20	27.00	540
15	12" D.I. Pipe	LF	18	22.00	396
16	10" D.I. Pipe	LF	36	17.00	612
17	8" D.I. Pipe	LF	18	13.00	234
18	4" D.I. Pipe	rı:	18	9.00	162
				Subtotal	90,567
		Add 5% Mobili	zation and General	Requirements	4.528
				6 Contingency	9.057
			Total Constru	etion Estimate	104.152

### PARCEL 1

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 51, 52, 61 AND 62 OF MONTE VISTA PARK FARMS.

TRACT 60, MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OTHERWISE DESCRIBED AS TRACT 53, IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OF MONTE VISTA PARK FARMS, FILED FEBRUARY 13, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

### PARCEL 2:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 49, 50, 63 AND 64, MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA.

ALSO: THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE RIGHT-OF-WAY OF FEDERAL HIGHWAY NUMBER 19.

#### PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE WEST LINE OF FEDERAL HIGHWAY NO. 27 AND LYING NORTH OF THE CENTER LINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY EAST AND WEST THROUGH SAID SECTION 9 WEST OF FEDERAL HIGHWAY NO. 27.

ALSO: THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE PART THEREOF LYING WEST OF THE CENTER LINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY NORTH AND SOUTH THROUGH SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8.

### PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE WEST LINE OF FEDERAL HIGHWAY NO. 27 AND LYING SOUTH OF THE CENTERLINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY EAST AND WEST THROUGH SAID SECTION 9 WEST OF FEDERAL HIGHWAY NO. 27.

### PARCEL 5:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHFAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACT 18 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

AND: THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 1, 2, 3, 14, 15 AND 16 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA. LYING WEST OF THE CENTER LINE OF THE PAVED ROAD RUNNING GENERALLY NORTH AND SOUTH THROUGH THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8. LESS THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4. ALSO DESCRIBED AS TRACT 4 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA. AND LESS THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST ALSO DESCRIBED AS TRACT 13 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

### PARCEL 6:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST. ALSO DESCRIBED AS TRACT 4 OF THE MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACT 13 OF MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

AND: THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST. ALSO DESCRIBED AS TRACT 19 OF HONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

### PARCEL 7:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE

SOUTHEAST 1/4 OF SOUTHWEST 1/4 ALL IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND BEING FURTHER DESCRIBED AS TRACTS 55, 56, 57, 58 AND 59 IN SECTION 5, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS AS FILED ON FEBRUARY 13, 1914, IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

### PARCEL B:

TRACTS 5, 6, 7, 8, 12, 20 AND 21 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OF PLAT OF MONTE VISTA PARK FARMS, FILED FOR RECORD ON FEBRUARY 13, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: SAID TRACTS 5, 6, 7, AND 8 BEING OTHERWISE DESCRIBED AS THE NORTHWEST 1/4 OF SAID SECTION 8 SAID TRACT 12 BEING OTHERWISE DESCRIBED AS THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8 AND SAID TRACT 20 BEING OTHERWISE DESCRIBED AS THE NORTHWEST 1/4 OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 8 AND SAID TRACT 21 BEING OTHERWISE DESCRIBED AS THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8. IN TOWNSHIP 23 SOUTH, RANGE 26 EAST (LESS ROAD RIGHTS-OF-WAY).

### PARCEL 9:

LOTS 17 AND 32 OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. ALSO DESCRIBED AS THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 23 EAST.

# <u>UTILITY AGREEMENT</u> <u>HOLLY HILL GROVES</u> <u>LAKE COUNTY, FLORIDA</u>

THIS UTILITY AGREEMENT dated thisday of1999 by and
between LAKE GROVES UTILITIES, a Florida corporation (hereinafter referred to as "Utilities"),
and THE GREATER CONSTRUCTION CORPORATION, a Florida corporation (hereinafter
referred to as the "Developer").

### WITNESSETH

WHEREAS, Developer is the contract purchaser of approximately 300 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 600 residential building lots requiring water and sewer service (hereinafter referred to as the ("Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Developer as described hereafter, Developer and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Developer hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Developer further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that Lake County lawfully refuses to allow the Developer to proceed with developing the Property into the Development because of the provisions of this Agreement, the Developer may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Developer shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Developer; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water and sewer service for any reason, Utilities shall have no liability to Developer whatsoever except that Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Developer, and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Developer

shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Developer hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Developer to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Developer requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Developer is not in default under this Contract, Utilities will accommodate Developer, upon, request, by furnishing Developer with a letter to addressees designated by Developer stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Developer be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Developer only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any

other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3 (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Developer at no cost to Utilities; provided, however, the amount of land for treated effluent returned to and disposed of on the Property at such sites shall not be less than that amount needed to dispose of the amount of effluent equal to the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Developer requests service hereunder. At the time, and from time to time, when Developer requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Developer shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development.

or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Developer's cost and expense; provided, however, Utilities, at its option, may require Developer to construct such additional Off-Site Improvements, at Developer's cost and expense, in which case Developer shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing. Utilities agrees that in those instances where the Developer pays for more than its prorata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Developer up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Developer on request, and all applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Developer agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
  - A. The On-Site Facilities shall be constructed and installed by Developer only

after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Developer desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection. Developer shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Developer is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Developer. In addition. Utilities shall not be obligated to make any connections until Utilities has received the

Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for onsite water, reclaimed water and sewer facilities and line extensions shall be paid in full by Developer prior to the transfer to Utilities. By conveyance of the On Site Facilities, Developer shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Developer will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. The current Federal income tax laws do not treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities. However, if there is a change in the law which makes any of these items taxable to Utilities, then the provision of this paragraph shall apply. In the event of such change in the law, then, at the time that Developer shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Developer shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Developer shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash

paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Developer shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Developer of the amount of the CIAC Tax Impact due Utilities from Developer hereunder.

RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Developer for capacity reserved but not being used by an active customer. Developer shall begin paying guaranteed revenue charges at the time Developer shall request. Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Developer shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Developer shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Developer's rights under this Agreement. The record Developer of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold

harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

- 8. WATER METERS It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Developer prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof 1 with the water and sewer service to be provided hereunder.
- 10. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities: LAKE GROVES UTILITIES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Developer: THE GREATER CONSTRUCTION CORPORATION

1105 Kensington Park Drive Altamonte Springs, FL 32714

Attn.: Charles W. Gregg, P. E., President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

### 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

F	. This	Agreement	shall be	executed	in	several counterparts each of wh	ich
if properly execut	ed by both	parties shal	ll be cons	idered an	orig	inal.	

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

	LAKE GROVES UTILITIES, INC.
	By:  James Camaren  Chairman & CEO
ATTEST:	
	THE GREATER CONSTRUCTION CORP
	By: Charles W. Gregg President
ATTEST:	

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GL3.1C	ACCOUN	NT INQUIRY -	TRANSACTIO	ON DETAI	L	
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089*0636*3335045			STATUS: A		END BAL:	196,559.66
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Enter action.

R0000 Journal: 089\*MISC.JE.A Batch: 02 - THIS BATCH IS FROM THE ARCHIVE FILE!

### WATER UTILITY AGREEMENT THE LEGENDS DEVELOPMENT LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this <u>DDND</u> day of <u>Colobec</u>, 1999 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Lennar Homes, a Florida corporation (hereinafter referred to as the "Owner").

### WITNESSETH

WHEREAS, Owner has an agreement to acquire approximately 500 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 725 residential building lots and four and one half acres of commercial property, including a 9,000 square foot club house and a 6,000 square foot pro shop, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter. Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any unearned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served becaunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local,

and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC). Owner hereby agrees to contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this Agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contributions shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in fieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (3) meter installation fees

as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in "Exhibit B" attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.

- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
- 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to

provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utility.
- 8. WELL SITE. Owner shall convey, by recorded deed, to Utility one (1) parcel of land as depicted at Exhibit "C" suitable for use as a well site in compliance with Florida Department of Environmental Protection rules including a 200 foot pollution free radius, at no cost or expense to Utility. Said well site shall be capable of yielding water of acceptable quality for use in supplying potable water to the Development. Title to real estate shall be conveyed by General Warranty Deed in fee simple, free and clear of all liens and encumbrances, together with a title insurance policy containing only those exceptions which are acceptable to Utility in an amount not less than \$5,000 for each parcel. Owner shall grant easements of ingress and egress and for the installation and

maintenance of utility lines for the well site parcel at no cost or expense to Utility. Construction of wells on aforementioned parcel will be at Utility's sole cost and expense.

9. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated nonexclusive utility easements as may be reasonable and necessarily required for the purpose of

serving the Property, or portions thereof, with the water service to be provided hereunder.

10. SALE TO GOVERNMENTAL ENTITY. In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Owner: Lennar Homes

be relieved of all further obligations hereunder.

1110 Douglas Avenue

Suite 2040

Altamonte Springs, FL 32714 Attn: Robert Ahrens, Vice President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

### 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto including the current owners of the Property, and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

ATTEST:

Lennar Homps

ATTEST:

## Preliminary Construction Cost Estimate For Off-Site Facilities Exhibit B

Item No.	Item Description	Unit Quantity	Estimated Quantity	Unit Price (\$)	Estimated Cost (5)
1	Fittings	LS	1	36,300.00	36,300
2	16" Gate Valve & Box, M.J.	EA	5	4.920.00	24,600
3	12" Gate Valve, FLG	EA	3	1,250.00	3,750
4	10" Butterfly Valve, FLG	EA	5	790.00	3,950
5	8" Check Valve, FLG	EA	4	1,635.00	6,540
6	8" Gate Valve, FLG	EA	7	650.00	4,550
7	8" Pressure Reducing Valve, FLG	EA	1	3,790.00	3,790
8	4" Pressure Reducing Valve	EA	1	1,440.00	1,440
9	4" Gate Valve, FLG	EA	2	350.00	700
10	1" Air Release Valve	EA	į.	530,00	530
11	Support Slabs	Sq. Ft.	250	1.90	475
12	18" D.I. Pipe	ĹF	18	41.00	738
1.3	16" D.f. Pipe	LF	36	35.00	1,260
14	16" PVC Pipe	LF	20	27.00	540
15	12" D.I. Pipe	ĹF	18	22.00	396
16	10" D.f. Pipe	LF	36	17.00	612
17	8" D.I. Pipe	LF	18	13.00	234
18	4" D.I. Pipe	LF	18	9.00	162
	·			Subtotal	90,567
		Add 5% Mobil	ization and General		4,528
			Add 10%	& Contingency	9.057
				iction Estimate	104.152

### PARCEL 1

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 51, 52, 61 AND 62 OF MONTE VISTA PARK FARMS.

TRACT 60, MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OTHERWISE DESCRIBED AS TRACT 53, IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OF MONTE VISTA PARK FARMS, FILED FEBRUARY 13, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

### PARCEL 2:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 49, 50, 63 AND 64, MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA.

ALSO: THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE RIGHT-OF-WAY OF FEDERAL HIGHWAY NUMBER 19.

#### PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE WEST LINE OF FEDERAL HIGHWAY NO. 27 AND LYING NORTH OF THE CENTER LINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY EAST AND WEST THROUGH SAID SECTION 9 WEST OF FEDERAL HIGHWAY NO. 27.

ALSO: THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE PART THEREOF LYING WEST OF THE CENTER LINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY NORTH AND SOUTH THROUGH SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8.

### PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 FAST LYING WEST OF THE WEST LINE OF FEDERAL HIGHWAY NO. 27 AND LYING SOUTH OF THE CENTERLINE OF THE PAVED PRIVATE ROAD RUNNING CENERALLY EAST AND WEST THROUGH SAID SECTION 9 WEST OF FEDERAL HIGHWAY NO. 27.

### PARCEL 5:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACT 18 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

AND: THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 1, 2, 3, 14, 15 AND 16 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA. LYING WEST OF THE CENTER LINE OF THE PAVED ROAD RUNNING GENERALLY NORTH AND SOUTH THROUGH THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4. ALSO DESCRIBED AS TRACT 4 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA. AND LESS THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE RANGE 26 EAST ALSO DESCRIBED AS TRACT 13 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR PROPERTY OF THE CERT OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

### PARCEL 6:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST. ALSO DESCRIBED AS TRACT 4 OF THE MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACT 13 OF MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

AND: THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST. ALSO DESCRIBED AS TRACT 19 OF MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

### PARCEL 7:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE

SOUTHEAST 1/4 OF SOUTHWEST 1/4 ALL IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND BEING FURTHER DESCRIBED AS TRACTS 55, 56, 57, 58 AND 59 IN SECTION 5, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS AS FILED ON FEBRUARY 13, 1914, IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

### PARCEL B:

TRACTS 5, 6, 7, 8, 12, 20 AND 21 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OF PLAT OF MONTE VISTA PARK FARMS, FILED FOR RECORD ON FEBRUARY 13, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: SAID TRACTS 5, 6, 7, AND 8 BEING OTHERWISE DESCRIBED AS THE NORTH 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8 SAID TRACT 12 BEING OTHERWISE DESCRIBED AS THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8 AND SAID TRACT 20 BEING OTHERWISE DESCRIBED AS THE NORTHWEST 1/4 OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 8 AND SAID TRACT 21 BEING OTHERWISE DESCRIBED AS THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8. IN TOWNSHIP 23 SOUTH, RANGE 26 EAST (LESS ROAD RIGHTS-OF-WAY).

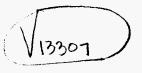
### PARCEL 9:

LOTS 17 AND 32 OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. ALSO DESCRIBED AS THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 23 EAST.

NOV 1 6 2004

### SHAFER DEVELOPMENT CORP.

406 LAKESHORE DRIVE **EUSTIS, FLORIDA 32726** (352)267-4490 FAX (352)357-7852



### Invoice

Date	Invoice #
11/3/2004	<b>#112004-53</b>

RECEIVED

NOV 04 2004

LAKE UTILITIES , INC.	
MISC CONSTRUCTION 200 WEATHERFIELD AVE	
ALTAMONTE SPRINGS, FL. 32714	

	10 P.O. Humbar	P.O. No.	Terms	Project
	No P.O. Humbar.	PER BRIAN	Due on receipt	
Quantity	Description		Rate	Amount
<u>, 1212 - J </u>	10729 DENALI 2" ROAD CROSSING AND WET TAP	4	, '	
	2" PVC ROAD BORE FOR SERVICE 1 1/2" WET TAP AND SERVICE INSTALL	gar	abor	22.50 675.00 225.00 225.00
	10033 LAKE LOUISA ROAD 2" ROAD CROSSING AN	D WET TAP		
30 1	2" PVC ROAD BORE FOR SERVICE 1 1/2" WET TAP AND SERVICE INSTALL. ~ (47)	son son	side	22.50 675.00 225.00 225.00
	12024 ELBERT 2* ROAD CROSSING AND WET TAP	Lall	~ from	
	2" PVC ROAD BORE FOR SERVICE 1 1/2" WET TAP AND SERVICE INSTALL			22.50 675.00 225.00 225.00
	12150 LAKESHORE DRIVE SERVICE WET TAP	~~~		200.00
	1 1/2" WET TAP AND SERVICE INSTALL 9727 LAKE LOUISA ROAD 2" ROAD CROSSING AND			225.00
	2" PVC ROAD BORE FOR SERVICE 1 1/2" WET TAP AND SERVICE INSTALL	,		22.50 225.00 675.00 225.00
	089-0667-3335045	\$2,005	, not	
	089-0636-3335045	· # 1,800.		
\				
			Total	\$3,825.00
- All All All All All All All All All Al				193
				11/3/04

### UTILITY AGREEMENT

THIS UTILITY AGREEMENT dated this 15 day of 2003 by and between LAKE UTILITY SERVICES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and MISSION PARK, LLLP, a Florida Limited Liability Limited Partnership (hereinafter referred to as the "Owner").

### PREMISES

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WHEREAS, Owner is the owner of approximately 14:20 acres of real property situated in Lake County, Florida, described with particularity in **Exhibit** "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 76 residential building lots requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water

File: 16.675 Missian Park Ph3/Engineered Hunes

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and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump-sum increments. Each lump-sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump-sum increments of Connection Contributions shall be paid in cash or eashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Contract, Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump-sum increment paid for Connection



Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph I hereof) and such lump-sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3; (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and; (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer. service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not be less than the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements, which must be constructed to serve the Development, may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from time to time when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development, or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and; (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however,



Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing, Utilities agrees that in those instances where the Owner pays for more than its pro rata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Owner up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect into such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

- 4. <u>ON-SITE FACILITIES</u>. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefore by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities



as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water, reclaimed water and sewer facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. In the event, current Federal income tax laws treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities, then, at the time that Owner shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Owner shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved



by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install



a water meter or water meters, as Utilities should deem to be necessary to serve the Development

and the Property. Utilities shall have the right to designate the number, type, quality and size of

said meter or meters. The cost for said water meter or water meters and the labor charges

associated with its installation shall be paid to Utilities by Owner prior to installation of each

such meter at the rate from time to time approved by the Florida Public Service Commission or

any other governmental regulatory body from time to time having jurisdiction over such matters.

Said sum shall be due and payable prior to the time of installation of said meter or meters. All

water meters so installed shall remain the property of Utilities.

9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities

shall petition the Florida Public Service Commission for permission to include the Property in

Utilities' service area as approved by the Florida Public Service Commission. In the event that

the Florida Public Service Commission shall fail to approve and grant said petition to include the

Property in Utilities' service area within twelve (12) months for the date hereof, either party

hereto shall have the right to terminate this Agreement at any time until the Property is included

in the said service area.

10. PLATS. All plats of the Property, or portions thereof, filed among the Public Records

of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility

casements as may be reasonable and necessarily required for the purpose of serving the Property.

or portions thereof with the water and sewer service to be provided hereunder.

11. SALE TO GOVERNMENTAL ENTITY. In the event Utilities shall hereafter sell

the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County,

or a duly constituted municipality, or any agency or entity under such State's, County or

municipality's control, supervision or direction. Owner agrees that with respect to water,

reclaimed water and sewer service to the Property, the rules and regulations of such purchaser,

and not the provisions of this contract, shall control, and that, upon assignment of this Agreement

to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

12. NOTICES. Payments required to be made under the terms hereof and notices

permitted, or required to be made under the terms hereof, shall be delivered to the parties at the

respective addresses:

**Utilities:** 

LAKE UTILITY SERVICES, INC.

2335 Sanders Road

Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Owner:

MISSION PARK, LLLP

1155 South Semoran Blvd,-Suite 1120

Winter Park, FL 32792

Attn.: Igor Teplitsky

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Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

13. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

# 14. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

LAKE UTILITY SERVICES, INC.

James Camaren, Chairman & C.E.O.

ATTEST:

MISSION PARK, LLLP

ATTEST:

Aller Spallma

# UTILITY AGREEMENT

THIS UTILITY AGREEMENT dated this of June 2002 by and between LAKE GROVES UTILITIES, a Florida corporation (bereinafter referred to as "Utilities"), and MISSION PARK, LLLP, a Florida Limited Liability Limited Partnership (hereinafter referred to as the "Owner").

## PREMISES

WHEREAS, Owner is the owner of approximately 40 acres of real property-situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 50 residential building lots requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sower facilities available to the Development on the terms and conditions hereinalter set torth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

L. EXCLUSIVE SERVICE TO THE PROPERTY. Owner bereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by haw or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water

and sewer service for any reason, Utilities shall have no hability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any aneaned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

CONTRIBUTION AN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinalter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump-sum increments. Each lump-sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump-sum increments of Connection Contributions shall be paid in each or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Contract, Utilities will accommodate Owner, upon, request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump-sum increment paid for Connection

Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump-sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3; (2) the rates and guaranteed revenue charges described in

in accordance with said Paragraph [3]; (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and; (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

 OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development - including all lines, mains. lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not be less than the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development, or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and; (b) the cost of constructing any additional OII-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however,



provide service to others. Notwithstanding the forgoing. Utilities agrees that in those instances where the Owner pays for more than its pro rata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Owner up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefore by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-STITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Dtilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection. Owner shall convey to Dtilities, at no cost to Utilities, such of the On-Site Facilities



as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water, reclaimed water and sewer facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. In the event, current Federal income tax laws treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities, then, at the time that Owner shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Owner shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously



approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.



- 8. WATER METERS. It is hereby agreed by the parties hereto that Diffities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within twelve (12) months for the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area.
- 10. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof 1 with the water and sewer service to be provided hereunder.
- U. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's. County or municipality's control, supervision or direction, Owner agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Putchaser, Utilities shall be relieved of all further obligations hereunder.
- 12. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:



Udilities: LAKE GROVES UTILITIES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Owner: MISSION PARK, LLLP

1155 South Semoran Blvd.-Suite 1120

Winter Park, FL 32792 Attn.: Igor Teplitsky

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

13. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

# 14. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereumo affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

LAKE GROVES UTILITIES, INC.

James Camaren, Chairman & C.E.O.

ATTEST:

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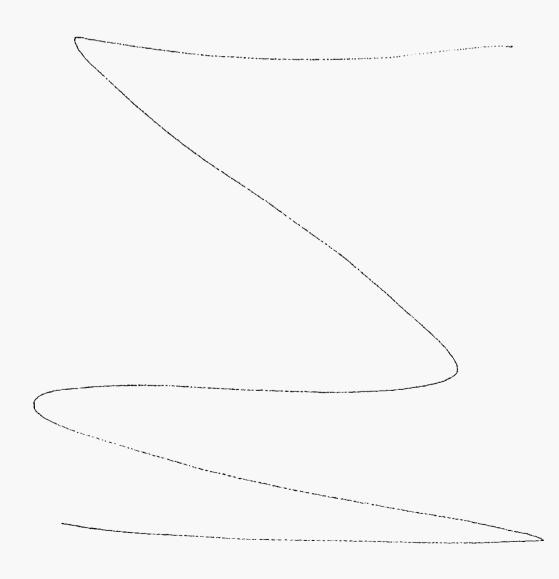
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089*0631*3335045		STATUS: A	END BAL:	48,498.8
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089*0631*2711043	2	BENT TREE PH 2		73,068.0
089*0631*2711048	3	BENT TREE PH 2		3,750.0
089*0631*3355048	4	BENT TREE PH 2	3,750.00	
089*0631*3315043	5	BENT TREE PH 2	7,3,068.00	
089*0631*3335045	6	BENT TREE PH 2	<b>/</b> 8,675.00	
089*0675*3612010	7	TRADDS LANDING PH 2	36,668.00	
089*0675*3602006	8	TRADDS LANDING PH 2	24,542.00	
089*0675*3542011	9	TRADDS LANDING PH 2	79,523.00	
089*0675*3612008	10	TRADDS LANDING PH 2	84,371.78	
089*0675*2721098	11	TRADDS LANDING PH 2		36,668.0
089*0675*2721006	12	TRADDS LANDING PH 2		24,542.0
089*0675*2721011	13	TRADDS LANDING PH 2		79,523.0
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089*0636*2711045	15	TRADDS LANDING PH 2		13,056.00
089*0636*2711043	16	TRADDS LANDING PH 2		78,230.47
089*0636*2711048	17	TRADDS LANDING PH 2		V21,629.00
089*0636*3355048	18	TRADDS LANDING PH 2	13,056.00	
089*0636*3315043	19	TRADDS LANDING PH 2	78,230.47	
089*0636*3335045	20	TRADDS LANDING PH 2	$\sqrt{21,629.00}$	
089*0675*3612010	21	ORANGETREE PH 5	8,920.00	
089*0675*3602006	22	ORANGETREE PH 5	8,110.00	
089*0675*3612008	23	ORANGETREE PH 5	23,471.85	
089*0675*2721098	24	ORANGETREE PH 5		8,920.00
089*0675*2721006	25	ORANGETREE PH 5		8,110.00
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089*0675*3355048	30	ORANGET	REE PH 5	11,02	25.00	
089*0675*3315043	31	ORANGETR	REE PH 5	51,72	23.75	
089*0675*3335045	32	ORANGETR	REE PH 5	$J_{11,41}$		
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# WATER UTILITY AGREEMENT

# Bent Tree LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this 11 day of November, 2002 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Banyan Construction & Development, Inc. a Florida corporation (hereinafter referred to as the "Owner").

#### WITNESSETH

WHEREAS, Owner is the owner of approximately 50 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 125 residential building lots, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS. Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter, Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any unearned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all—state,—local,—and—federal

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governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. In addition, Owner agrees to pay (AFPI) or other fees. to Utility, as may be approved by the Florida Public Service Commission as of the date such payment is required by the Utility. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be paid by Owner to Utility in Jump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or twenty five (25) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in eash or eashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph I hereof) and such lump sum Connection Contribution may be used by Utility only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the cost of constructing on-site improvements in accordance with Paragraph 4 hereof, which shall be charged

and paid in accordance with said Paragraph 4, (3) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (4) meter installation fees as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants, and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in Exhibit B attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities. Owner shall convey the Off-Site Facilities to the Utility, at no cost or expense to the Utility. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the Off-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. By conveyance of the Off-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said Off-Site Facilities have been constructed in a good and professional manner, free from all defects, and that Owner will correct and defect occurring or discovered in said facilities within a period of one (1) year from the date of conveyance,
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to be constructed on the Property to connect the Development to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable

regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection. Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing. Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which the Utility shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
  - 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by

Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which Owner pays Connection Contribution and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due to the Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. All water meters so installed shall remain the property of Utility.
- 8. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

9. SALE TO GOVERNMENTAL ENTITY. In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County's or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

10. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Owner: Banyan Construction & Development, Inc.

301 North U. S. Highway 27, Suite G

Clermont, FL 34711

Attn.: Frank Gammon, Senior Vice President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

#### 13. MISCELLANEOUS.

A. Time is hereby made of the essence of this Agreement in all respects.

B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

- D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

James Camaren, Chairman & CEO

ATTEST:

Banyan Construction & Development, Inc.

ATTEST:

DEVERLUE B. BOERLUE

7

# EXHIBIT A

## DESCRIPTION:

The Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 23 South, Range 26 Hast, also described as Tract 8 in Section 5, Township 23 South, Range 26 East, MONTB VISTA PARK FARMS, according to the plat thereof as recorded in Plat Book 2, Page 27, Public Records of Lake County, Florids; together with portions of vacated roads that lie North and West of said Tract 8 and within the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 23 South, Range 26 East, as vacated in Official Records Book 1278, Page 1500, Public Records of Lake County, Florida.

## and

The Southwest 1/4 of the Southwest 1/4 of Section 32, Township 22 South, Range 26 East, also described as Tracts 55, 56, 57 and 58, LAKE HIGHLANDS COMPANY, according to the plat thereof as recorded in Plat Book 3, Page 24, Public Records of Lake County, Plotids; together with portions of vacated roads that lie North of said Tracts 55 and 56, West of said Tracts 56 and 57 and South of said Tracts 57 and 58, and within Section 32, Township 22 South, Range 26 East, as vacated in Official Records Book 790, Page 1978, in Official Records Book 1197, Page 455 and Official Records Book 1278, Page 1500, Public Records of Lake County, Florida.

Containing 48.53 nores, more or less, und being subject to any casements or rights of way of record.

# EXHIBIT "B"

# OFF-SITE IMPROVEMENTS

There are no Off-Site Improvements involved in this project.

UTILITY AGREEMENT

BOOK 1258 PAUL 1052

93 61972

THIS UTILITY AGREEMENT dated this 4 day of Mounter

1993, by and between LAKE GROVES UTILITIES, INC., a Florida
corporation (hereinafter referred to as "Utilities"), and DONRIC,
INC., a Florida corporation (hereinafter referred to as the "Owner").

## PREMISES

WHEREAS, Owner is the owner of certain tracts of real property situate in Lake County, Florida, described as follows: That part of the Northwest one-quarter (NW 1/4) which lies East of State Road 25 (U.S. Highway 27), and the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4), all in Section 10, Township 24 South, Range 26 East, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, in connection with the Development it will be necessary to obtain adequate water and sewer service; and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are to serve real property in close proximity to the Property; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that at any time,

subsequent to the date hereof, any governmental entity lawfully BGOK 1258 PAGE 1053 refuses to allow the Owner to proceed with developing the Property into the Development because of the provisions of this Agreement, the Owner may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Owner shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned Connection Contributions or funds paid to Utilities hereunder, and, in such event, either party hereto may terminate this Agreement, except with respect to portions of the Development which are then being served hereunder. Upon the termination of this Agreement, Utilities shall execute and record among the Public Records of Lake County, Florida a termination document stating that the Agreement has been terminated and is of no further force and effect, that it is no longer binding upon or running with the title to the Property, and that the Property is released from this Agreement except for any portion thereof that Utilities shall continue to serve. The parties hereto acknowledge that this Agreement provides for both residential and commercial service to the Development. Utilities further agrees that the water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of and federal governmental agencies having all state, local, jurisdiction over such service; provided, however, that Utilities shall not be responsible for any failure to meet or comply with

said standards or requirements to the extent that such failure \$00K1258 PAGE 1054 shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance from the Owner of any such facilities by Utilities shall not be an admission of, or acceptance of, such responsibility. Utilities hereby agrees to provide water and sewer service to all units in the Development for which a Connection Contribution has been paid to Utilities in accordance with Paragraph 2 hereof within nine (9) months after Owner shall make a written request for such service to Utilities. but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement. Utilities agrees to use its best efforts to provide such service at a time earlier than said nine (9) months, and will provide such service at the time that the Off-Site Improvements, On-Site Facilities and any needed plant expansions serving such units are complete if such time is earlier than said nine (9) months.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit and each commercial project hereafter constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall herein be referred to as the "Connection Contribution." The Connection Contribution shall be made up of the contributions-in-aid-ofconstruction ("CIAC"), as approved by the Florida Public Service Commission, and the CIAC Tax Impact, as approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units. whichever number of units is less. Each lump sum increment for commercial projects shall be for the entire commercial project then being constructed. For the purposes hereof, the commercial project

then being constructed shall be that portion of a commercial provide sewer and water service, and any other portion of such project that the Developer intends to construct at the same time. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided, however, so long as Owner is not in default under this Contract Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for CIAC, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The amount of the Connection Contribution shall be the amount approved by the Florida Public Service Commission. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the CIAC Tax Impact on any contributed property as described in Paragraph 6 hereof, which shall be charged and paid in accordance with said Paragraph 6 hereof, (3) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with Paragraph 7 hereof, or (4) meter

installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

800k1258 PAGE 1056

3. OFF-SITE IMPROVEMENTS. In order to provide water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary, in accordance with good engineering practices, to (1) transport water from Utilities' plant, which will serve the Development, to the Development and (2) to bring sewage from the Development to Utilities' sewer plant which will serve the Development and to return treated effluent from said plant to the Development for disposal, including all lines, mains, lift stations and facilities, and (3) to dispose of such effluent at the disposal sites in the Development. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not exceed the amount of sewage originating from the Development which is being treated by Utilities. The treated effluent returned to the Development shall meet all governmentally imposed standards for quality imposed with respect to treated effluent which is to be disposed of in the manner contemplated herein. Once Utilities begins to return treated effluent to the Development, it will agree to provide sufficient effluent to meet the development's irrigation needs for common area irrigation. The location of the disposal sites to be dedicated by the Owner shall be selected by the Owner and may be moved, from time to time, by the Owner; provided, that all such sites must meet engineering criteria for disposal of effluent approved by Utilities, and that the disposal process shall not be interrupted by their relocation. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from

time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which is the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for Development, or a pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvements which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however, Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities related to providing service to others. Notwithstanding the foregoing, Utilities agrees that in no instance will the Owner be required to pay for more than the cost of the portion of the capacity in an Off-Site Improvement which is required for the Development, as set forth in sub-sections (a) and (b) above in this Paragraph 3. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all governmental applicable and regulatory authorities.

4. ON-SITE FACILITIES. As the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities (the "On-Site Facilities"), including generally all the water and sewer utility

facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site BOOK 1258 PAGE 1058 Improvements or the lines of Utilities, and including specifically, all lines, mains, lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
  - B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the

requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the 800k 1258 PAGE 1059conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. At the time that Owner shall pay Utilities for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with

Paragraph 5 hereof, Owner shall pay to Utilities, in cash, the CIAC Tax Impact approved by the Florida Public Service Commission with BOOK 1258 PAGE 1060 respect thereto. The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and on the payment of the CIAC Tax Impact itself. The amount currently approved by the Florida Public Service Commission is sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder. Notwithstanding anything to the contrary contained in this paragraph, or in Paragraph 2 hereof, the Owner may defer payment of any CIAC Tax Impact due hereunder until the January 31st of the calendar year following the calendar year in which such CIAC Tax Impact comes due; provided, that the payment of such CIAC Tax Impact is secured in full by an unconditional letter of credit issued to Utilities by a national bank doing business in Orange County, Florida acceptable to Utilities.

7. RATES, CHARGES AND FEES. The rates, charges and fees to be charged by Utilities for water and sewer service to the Owner and to the Development hereafter built on the Property shall be those rates, charges and fees of Utilities which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and

times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

BOOK 1258 PAGE 1061

- 8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within six (6) months from the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area or service is actually rendered hereunder.
- 10. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.
- 11. SALE OF UTILITY SYSTEMS. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to a duly constituted county or municipality, or any

agency or entity under such county's or municipality's control, supervision or direction, or any other governmental agency, Owner agrees that with respect to water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control. In the event Utilities shall hereafter sell the utility systems, or any part thereof, serving the Property, Utilities shall seek to have the purchaser thereof agree to assume and agree to perform all of Utilities' obligations and agreements under this Agreement, including its obligations to provide service without charge with respect to all prepaid Connection Contributions then existing hereunder and, in the absence of an agreement to provide such service without charge, Utilities shall refund to Owner all then existing prepaid Connection Contributions.

- 12. <u>DEFAULT</u>. No party shall be deemed to be in default (the "Defaulting Party") under this Agreement unless such party shall have received a written notice of default from the other party hereto (the "Non-Defaulting Party") which sets forth and describes a default hereunder and such Defaulting Party shall have failed to cure such default within a thirty (30) day period beginning with the delivery of such notice; provided, however, if such default can not be cured within a thirty (30) day period, the Defaulting Party shall not be in default hereunder if it makes a good faith effort to begin to cure such default within said thirty (30) day period and cures such default within a reasonable time thereafter.
- 13. ATTORNEYS' FEES. In the event there is a dispute between the parties hereto with respect to, or arising out of, this Agreement which results in litigation between the parties hereto, the losing party in such litigation shall pay all of the costs and expenses incurred in such litigation by the prevailing party, at both the trial and appellate levels of litigation, including all reasonable attorneys' fees paid by the prevailing party.
- 14. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the

terms hereof, shall be delivered to the parties at the respective BOOK 1258 PAGE 1063 addresses:

LAKE GROVES UTILITIES, INC. Post Office Box 3873 Utilities:

Longwood, Florida 32791

JOHN F. LOWNDES, ESQUIRE With copy to:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A. Post Office Box 2809 Orlando, Florida 32802

Owner:

DONRIC, INC. Attn.: D. G. Cloughley P. O. Box 671

Winter Garden, Florida 34777

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein, and such notices shall be deemed to be delivered when so mailed.

15. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

### 16. MISCELLANEOUS.

- Time is hereby made of the essence of this Agreement in all respects.
- This Agreement constitutes the entire agreement of В. the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal: in dignity to the execution of this Agreement.
- This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
- This Agreement shall be governed by the laws of the D. State of Florida.
- This Agreement shall be effective upon proper execution by both parties hereto.

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

800k 1258 PAGE 1064

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Maddy

Printed Name

Witness War

Printed Name

LAKE GROVES UTILITIES, INC.

By:

Robert A. Mandell,

President

Date: /1-4-93

(CORPORATE SEAL

Witness Clark

NANCY CLAR

Kathy Q. Stockman

Kathy A. Stockman

DONRIC, INC.

Ву: /С-

Name: Franklik

Title: Secretary

Date: October

(CORPORATE SEAL)

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 44 day of 1993 by Robert A. Mandell, President of Lake Groves Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did (not) take an

oath.

Signature Signature

DONNA J. MADUOT Typed or Printed Name

Commission No. CC 3/2021-

Commission Expires: 9-30-97

DONNA J. MADDOX
MY COMMISSION // CC312025 EXPIRES
AUGUST 30, 1997
NONDED THYLL TROY FAIN INSURANCE, INC.

BOOK 1258 PAGE 1065

STATE OF FLORIDA COUNTY OF Le

The	foregoing	instrumen	t was	acknow.	ledged	before	me	this
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as Sc	ion. He/s	ပ <u></u> f	Donri	c, Inc	., on	behalf	of	the
corporat	ion. 'He's	he is per	sonally	z known	to me	or bas	prod	duced
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oath.						_		

Signature

Juhn G. Hussow

Typed or Printed Name

Commission No.

Commission Expires:



UTILITY AGREEMENT

BOOK 1258 PAUL 1052

~

THIS UTILITY AGREEMENT dated this 4th day of November 1993, by and between LAKE GROVES UTILITIES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and DONRIC, INC., a Florida corporation (hereinafter referred to as the C "Owner").

#### PREMISES

WHEREAS, Owner is the owner of certain tracts of real property situate in Lake County, Florida, described as follows: That part of the Northwest one-quarter (NW 1/4) which lies East of State Road 25 (U.S. Highway 27), and the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4), all in Section 10, Township 24 South, Range 26 East, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, in connection with the Development it will be necessary to obtain adequate water and sewer service; and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are to serve real property in close proximity to the Property; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that at any time,

subsequent to the date hereof, any governmental entity refuses to allow the Owner to proceed with developing the Property into the Development because of the provisions of this Agreement, the Owner may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Owner shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned Connection Contributions or funds paid to Utilities hereunder, and, in such event, either party hereto may terminate this Agreement, except with respect to portions of the Development which are then being served hereunder. Upon the termination of this Agreement, Utilities shall execute and record among the Public Records of Lake County, Florida termination document stating that the Agreement has been terminated and is of no further force and effect, that it is no longer binding upon or running with the title to the Property, and that the Property is released from this Agreement except for any portion thereof that Utilities shall continue to serve. The parties hereto acknowledge that this Agreement provides for both residential and commercial service to the Development. Utilities further agrees that the water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of state, local. and federal governmental agencies having jurisdiction over such service; provided, however, that Utilities shall not be responsible for any failure to meet or comply with

said standards or requirements to the extent that sug shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance from the Owner of any such facilities by Utilities shall not be an admission of, or acceptance of, such responsibility. Utilities hereby agrees to provide water and sewer service to all units in the Development for which a Connection Contribution has been paid to Utilities in accordance with Paragraph 2 hereof within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement. Utilities agrees to use its best efforts to provide such service at a time earlier than said nine (9) months, and will provide such service at the time that the Off-Site Improvements, On-Site Facilities and any needed plant expansions serving such units are complete if such time is earlier than said nine (9) months.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit and each commercial project hereafter constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall herein be referred to as the "Connection Contribution." The Connection Contribution shall be made up of the contributions-in-aid-ofconstruction ("CIAC"), as approved by the Florida Public Service Commission, and the CIAC Tax Impact, as approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. Each lump sum increment for commercial projects shall be for the entire commercial project then being constructed. For the purposes hereof, the commercial project

then being constructed shall be that portion of a commercial project for which the Developer is then requesting that Util 1258 PAGE 1055 provide sewer and water service, and any other portion of such project that the Developer intends to construct at the same time. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided, however, so long as Owner is not in default under this Contract Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for CIAC, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The amount of the Connection Contribution shall be the amount approved by the Florida Public Service Commission. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the CIAC Tax Impact on any contributed property as described in Paragraph 6 hereof, which shall be charged and paid in accordance with said Paragraph 6 hereof, (3) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with Paragraph 7 hereof, or (4) meter

installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

BOOK 1258 PAGE 1056

3. OFF-SITE IMPROVEMENTS. In order to provide water and sewer service to the Development, certain off-site improvements will be These off-site improvements (the constructed. Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary, in accordance with good engineering practices, to (1) transport water from Utilities' plant, which will serve the Development, to the Development and (2) to bring sewage from the Development to Utilities' sewer plant which will serve the Development and to return treated effluent from said plant to the Development for disposal, including all lines, mains, lift stations and facilities, and (3) to dispose of such effluent at the disposal sites in the Development. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not exceed the amount of sewage originating from the Development which is being treated by Utilities. The treated effluent returned to the Development shall meet all governmentally imposed standards for quality imposed with respect to treated effluent which is to be disposed of in the manner contemplated herein. Once Utilities begins to return treated effluent to the Development, it will agree to provide sufficient effluent to meet the development's irrigation needs for common area irrigation. The location of the disposal sites to be dedicated by the Owner shall be selected by the Owner and may be moved, from time to time, by the Owner; provided, that all such sites must meet engineering criteria for disposal of effluent approved by Utilities, and that the disposal process shall not be interrupted by their relocation. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from

time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which is the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for Development, or a pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvements which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however, Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities related to providing service to others. Notwithstanding the foregoing, Utilities agrees that in no instance will the Owner be required to pay for more than the cost of the portion of the capacity in an Off-Site Improvement which is required for the Development, as set forth in sub-sections (a) and (b) above in this Paragraph 3. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

4. ON-SITE FACILITIES. As the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities (the "On-Site Facilities"), including generally all the water and sewer utility

Development to be constructed on the Property to the Off-Site BOOK 1258 PAGE 1058 Improvements or the lines of Utilities, and including specifically, all lines, mains, lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
  - B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the

requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the BOOK 1258 PAGE 1059 conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. At the time that Owner shall pay Utilities for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with

Paragraph 5 hereof, Owner shall pay to Utilities, in cash, the CIAC Tax Impact approved by the Florida Public Service Commission with respect thereto. The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and on the payment of the CIAC Tax Impact itself. The amount currently approved by the Florida Public Service Commission is sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder. Notwithstanding anything to the contrary contained in this paragraph, or in Paragraph 2 hereof, the Owner may defer payment of any CIAC Tax Impact due hereunder until the January 31st of the calendar year following the calendar year in which such CIAC Tax Impact comes due; provided, that the payment of such CIAC Tax Impact is secured in full by an unconditional letter of credit issued to Utilities by a national bank doing business in Orange County, Florida acceptable to Utilities.

7. RATES, CHARGES AND FEES. The rates, charges and fees to be charged by Utilities for water and sewer service to the Owner and to the Development hereafter built on the Property shall be those rates, charges and fees of Utilities which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and

times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

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- 8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within six (6) months from the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area or service is actually rendered hereunder.
- 10. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.
- 11. SALE OF UTILITY SYSTEMS. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to a duly constituted county or municipality, or any

agency or entity under such county's or municipality's control, supervision or direction, or any other governmental agency, Owner agrees that with respect to water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control. In the event Utilities shall hereafter sell the utility systems, or any part thereof, serving the Property, Utilities shall seek to have the purchaser thereof agree to assume and agree to perform all of Utilities' obligations and agreements under this Agreement, including its obligations to provide service without charge with respect to all prepaid Connection Contributions then existing hereunder and, in the absence of an agreement to provide such service without charge, Utilities shall refund to Owner all then existing prepaid Connection Contributions.

- 12. <u>DEFAULT</u>. No party shall be deemed to be in default (the "Defaulting Party") under this Agreement unless such party shall have received a written notice of default from the other party hereto (the "Non-Defaulting Party") which sets forth and describes a default hereunder and such Defaulting Party shall have failed to cure such default within a thirty (30) day period beginning with the delivery of such notice; provided, however, if such default can not be cured within a thirty (30) day period, the Defaulting Party shall not be in default hereunder if it makes a good faith effort to begin to cure such default within said thirty (30) day period and cures such default within a reasonable time thereafter.
- 13. ATTORNEYS' FEES. In the event there is a dispute between the parties hereto with respect to, or arising out of, this Agreement which results in litigation between the parties hereto, the losing party in such litigation shall pay all of the costs and expenses incurred in such litigation by the prevailing party, at both the trial and appellate levels of litigation, including all reasonable attorneys' fees paid by the prevailing party.
- 14. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the

terms hereof, shall be delivered to the parties at the respective BOOK 1258 PAGE 1063 addresses:

LAKE GROVES UTILITIES, INC. Utilities:

Post Office Box 3873 Longwood, Florida 32791

JOHN F. LOWNDES, ESQUIRE With copy to:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A. Post Office Box 2809 Orlando, Florida 32802

DONRIC, INC. Owner:

Attn.: D. G. Cloughley P. O. Box 671

Winter Garden, Florida 34777

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein, and such notices shall be deemed to be delivered when so mailed.

15. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

#### 16. MISCELLANEOUS.

- Time is hereby made of the essence of this Agreement in all respects.
- This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal: in dignity to the execution of this Agreement.
- This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
- This Agreement shall be governed by the laws of the State of Florida.
- This Agreement shall be effective upon proper execution by both parties hereto.

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

800K 1258 PAGE 1064

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

LAKE GROVES UTILITIES, INC.

President

DONNA J. MADDOX

Date: //- 4-93

Printed Name

Mary Dean
Printed Name

Witness Clark

NANCY CLARK Printed Name

Kathy a. Stockman

Kathy A. Stockman

DONRIC, INC

By: 10 Doughtey

(CORPORATE SEAL)

(CORPORATE

The Community of the Co

Name: Honald Claughtery

Title: secretary

Date: October 20, 1

Robert A. Mandell.

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 46 day of 1000 1993 by Robert A. Mandell, President of Lake Groves Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did (not) take an oath.

Signature Madda

Typed or Printed Name

Commission No. CC 31202:-

Commission Expires: 8-30-97

DONNA J. MADDOX
MY COMMISSION # CC312025 EXPIRES
August 30, 1997
BONDED THRU TROY FAIN INSURANCE, INC.

IDA BOÛK 1258 PAGE 1065

STATE OF FLORIDA COUNTY OF Lee

The foregoing instrument was acknowledged before me this 20th day of October , 1993 by Oc Character , as Scarcing Of Donric, Inc., on behalf of the corporation. He/she is personally known to me or has produced as identification and did (not) take an oath.

Signature

Juhn G. Hubsow

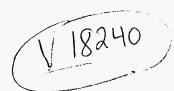
Typed or Printed Name

Commission No.

Commission Expires:



DEC 1 4 2004



## RECEIVED

Date



Name

Customer

Lake Utility Services, Inc.

## Ciraco Underground, Inc.

**₩5258** 

P. O. Box 1017 Belleview , Florida 34421 fax (352) 347-2392 (352) 347-2035

**INVOICE** 

Nov. 30, 2004

Address City Phone	200 Weathersfield Ave.  Altamonte Springs State FL ZIP 32714  (407) 869-1919 Fax: (407) 869-6961	Order No. Rep FOB	BG 567W Bryan Gongre
Qty		Unit Price	TOTAL
1	L.S 8" Waterline connection at Sunburst S/D per attached authorization letter dated 11-12-04.	\$2,864.00	\$2,864.00
	089-0661- <del>3215043</del> 3335045		2
— Pa ○ ○ ○	Cash Check	SubTotal	\$2,864.00 \$0.00 \$2,864.00
		ffice Use Only	
	wait front- coz-	1-1 1:-	macing films

THANK YOU FOR YOUR BUSINESS



## LAKE UTILITY SERVICES, INC.

AN AFFILIATE OF UTILITIES, INC. 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FLORIDA 32714

CORPORATE OFFICES: 2335 Sanders Road Northbrook, Illinois 60062 Telephone: 847-498-6440

Telephone: 407-869-1919 Florida: 800-272-1919 Fax: 407-869-6961 florida@utilitiesinc-usa.com

## Fax Transmittal

Attn:	Mr. Ken Bare, Sr.		Date:	11/12/	2004 11:14	AM
Company:	Ciraco Underground, Inc.		Fax #:	352.34	7.2392	
From:	Bryan K. Gongre		Pages:	2 inclu	ding this co	over page.
Subject:	Sunburst Tie In / Windhill Ct.					
URGEN	For Your Review uested Please Comment	For your information		<b>Please</b> Reply	Original;	⊠ will not be sent □ via U.S. Mail



## <u>Messages:</u>

Lake Utility Services, Inc. accepts the proposal provided by your company dated November 8, 2004 to perform the services therein up to and including pressure testing and provision of a suitable main line tap to perform bacteriological sampling in the amount of \$2,864.00

When submitting the final invoice to this office, please include the P.O. Number BG 667W.

Prior to beginning construction, please notify this office 48 hours in advance to arrange inspection.

Should you have any questions, I can be reached at 407.869.8588, extension 226.

The information contained in this facsimile may be privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this facsimile is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us by phoning the number listed above. Thank you.

Operations:660:636:6: 3:3:Open Projects: The Overlook at Lake Louisn: Ciraco. Fax. Subrat Conul Propsi



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GL3.1C	ACCOUNT	INQUIRY — TRANSACTION DE	TAIL	
089*0675*3335045		ACCT TYPE: A	BEG BAL:	493,320.62
089*0675*3335045		STATUS: A	END BAL:	505,985.59
SERVICE LINES		PERIOD: 12(DEC	SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE	COMMENT	DEBIT	CREDIT
089*0631*2711045	1	BENT TREE PH 2		8,675.00
089*0631*2711043	2	BENT TREE PH 2		73,068.00
089*0631*2711048	3	BENT TREE PH 2		3,750.00
089*0631*3355048	4	BENT TREE PH 2	3,750.00	
089*0631*3315043	5	BENT TREE PH 2	73,068.00	
089*0631*3335045	6	BENT TREE PH 2	8,675.00	
089*0675*3612010	7	TRADDS LANDING PH 2	36,668.00	
089*0675*3602006	8	TRADDS LANDING PH 2	24,542.00	
089*0675*3542011	9	TRADDS LANDING PH 2	79,523.00	
089*0675*3612008	10	TRADDS LANDING PH 2	84,371.78	
089*0675*2721098	11	TRADDS LANDING PH 2		36,668.00
089*0675*2721006	12	TRADDS LANDING PH 2		24,542.00
089*0675*2721011	13	TRADDS LANDING PH 2		79,523.00
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT B	(nn)-DISP BATCH	NP,PP,NA,PA
		e scan, X to end scan A Batch: 10 - THIS BATCH	IS FROM THE ARCHI	VE FILE!

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION D	DETAIL	
089*0675*3335045		ACCT TYPE: A	BEG BAL:	493,320.6
089*0675*3335045		STATUS: A	END BAL:	505,985.59
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ACCOUNT	LINE-	COMMENT	DEBIT	CREDI
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089*0636*2711045	15	TRADDS LANDING PH 2		13,056.00
089*0636*2711043	16	TRADDS LANDING PH 2		78,230.4
089*0636*2711048	17	TRADDS LANDING PH 2		21,629.00
089*0636*3355048	18	TRADDS LANDING PH 2	13,056.00	
089*0636*3315043	19	TRADDS LANDING PH 2	78,230.47	
089*0636*3335045	20	TRADDS LANDING PH 2	21,629.00	
089*0675*3612010	21	ORANGETREE PH 5	8,920.00	
089*0675*3602006	22	ORANGETREE PH 5	8,110.00	
089*0675*3612008	23	ORANGETREE PH 5	23,471.85	
089*0675*2721098	24	ORANGETREE PH 5		8,920.00
089*0675*2721006	25	ORANGETREE PH 5		8,110.00
089*0675*2721008	26	ORANGETREE PH 5		23,471.85
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089*0675*3355048 089*0675*3315043 089*0675*3335045	30 31 32	ORANGETR ORANGETR ORANGETR	EE PH 5	11,025.00 51,723.75 /11,410.00	
 ACTION	X -EXIT	S(nn)-SCAN	P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
Enter action.					

# <u>UTILITY AGREEMENT</u> <u>HOLLY HILL GROVES</u> <u>LAKE COUNTY, FLORIDA</u>

THIS UTILITY AGREEMENT dated this day of1999 by and
between LAKE GROVES UTILITIES, a Florida corporation (hereinafter referred to as "Utilities"),
and THE GREATER CONSTRUCTION CORPORATION, a Florida corporation (hereinafter
referred to as the "Developer").

## WITNESSETH

WHEREAS, Developer is the contract purchaser of approximately 300 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 600 residential building lots requiring water and sewer service (hereinafter referred to as the ("Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS. Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Developer as described hereafter, Developer and Utilities agree as follows:

١. EXCLUSIVE SERVICE TO THE PROPERTY. Developer hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Developer further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that Lake County lawfully refuses to allow the Developer to proceed with developing the Property into the Development because of the provisions of this Agreement, the Developer may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Developer shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Developer; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water and sewer service for any reason, Utilities shall have no liability to Developer whatsoever except that Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Developer, and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Developer

shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2 CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Developer hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Developer to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in eash or eashier's check, or other funds acceptable to Utilities, at the time Developer requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Developer is not in default under this Contract, Utilities will accommodate Developer, upon, request, by furnishing Developer with a letter to addressees designated by Developer stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Developer be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Developer only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any

other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3 (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Developer at no cost to Utilities; provided, however, the amount of land for treated effluent returned to and disposed of on the Property at such sites shall not be less than that amount needed to dispose of the amount of effluent equal to the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Developer requests service hereunder. At the time, and from time to time, when Developer requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Developer shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction. Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development.

or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Developer's cost and expense; provided, however, Utilities, at its option, may require Developer to construct such additional Off-Site Improvements, at Developer's cost and expense, in which case Developer shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing. Utilities agrees that in those instances where the Developer pays for more than its prorata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Developer up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Developer on request, and all applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Developer agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
  - A. The On-Site Facilities shall be constructed and installed by Developer only

after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Developer desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection. Developer shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Developer is unable or unwilling to convey to Utilities such facilities for any reason whatsoever. Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Developer. In addition, Utilities shall not be obligated to make any connections until Utilities has received the

Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for onsite water, reclaimed water and sewer facilities and line extensions shall be paid in full by Developer prior to the transfer to Utilities. By conveyance of the On Site Facilities, Developer shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Developer will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. The current Federal income tax laws do not treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities. However, if there is a change in the law which makes any of these items taxable to Utilities, then the provision of this paragraph shall apply. In the event of such change in the law, then, at the time that Developer shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Developer shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Developer shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash

paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Developer shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Developer of the amount of the CIAC Tax Impact due Utilities from Developer hereunder.

RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Developer for capacity reserved but not being used by an active customer. Developer shall begin paying guaranteed revenue charges at the time Developer shall request. Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Developer shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Developer shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such definquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Developer's rights under this Agreement. The record Developer of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold

harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

- 8. WATER METERS It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Developer prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof 1 with the water and sewer service to be provided hereunder.
- 10. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida. Lake County, or a duly constituted municipality, or any agency or entity under such State's. County or municipality's control, supervision or direction, Developer agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities: LAKE GROVES UTILITIES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Developer: THE GREATER CONSTRUCTION CORPORATION

1105 Kensington Park Drive Altamonte Springs, FL 32714

Attn.: Charles W. Gregg, P. E., President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

## 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

	LAKE GROVES UTILITIES, INC.
	By:  James Camaren  Chairman & CEO
ATTEST:	
	THE GREATER CONSTRUCTION CORP
	By:
ATTEST:	

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REPORT UIRCHR(35A) UI SYS PROJECTS CAPTIME 2004 YEA	TEM PAGE 20 R END PROJECTS CAP	TALIZED CHARGES REPORT FOR	COMPANY = 089	STATE = FL /	as of 01-03-05	
SUB SUBDIVISION NAME	TYPE PR	J PROJECT DESCRIPTION	ACCOUNT N	NUMBER INIT	HOURS EXT AMOUNT	RATE
0631 AMBER HILL	WATER 01	WATER SUPPLY	3072014	JEH	3 85.50	28.50
			TOTAL 3072014	3	85.50	
0631 AMBER HILL	WATER 03	WATER STORAGE	3305042	PCF	10 645.00	64.50
			TOTAL 3305042	10	645.00	
0631 AMBER HILL	WATER 04	WATER MAINS CONSTRUCTION	3315043	BKG JEH PCF	81 2,308.50 15 427.50 6 387.00	28.50 28.50 64.50
			TOTAL 3315043	102	3, 123, 00	
			TOTAL WATER	115	3,853.50	
0631 AMBER HILL	M∕WTR 91	MI SCELLANEOUS WATER	3335045	XX	274 7,809.00	28.50
			TOTAL 3335045	274 (	7,809.00	
			TOTAL M/WTR	274	7,809.00	
0631 AMBER HILL	WATER 08	3 METER INSTALLATION	3345047	CJB DXP HRP JFG RAB	30 855,00 4 114,00 3 85,50 11 313,50 1 28,50	28.50 28.50 28.50 28.50 28.50
			TOTAL 3345047	49	1,396.50	
			TOTAL WATER	49	1,396.50	
			TOTAL SUBDIVIS	ION 438	13,059.00	

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REPORT UIRCHR(35A) UI SYSTEM PAGE PROJECTS CAPTIME 2004 YEAR END PRO	24 JECTS	ÇAPI	TALIZEO	CHARGES REPORT FO	R COMP.	ANY = 089 STATE	= FL	AS OF 01-0	3-05	
SUB SUBDIVISION NAME	TYPE	PRJ	PROJEC	T DESCRIPTION	<del></del>	ACCOUNT NUMBER	INIT	HOURS EXT	AHOUNT R/	ATE
0636 THE VISTAS	WATER	01	WATER	SUPPLY		3072014	BHC	12	342.00 28.	.50
					TOTAL	3072014	12	342.00		
0636 THE VISTAS	WATER	04	WATER	MAINS CONSTRUCTION	!	3315043	ARE BHC BKG JEH PCF	2 92 39 10	114.00 28. 57.00 28. 622.00 28. 111.50 28. 645.00 64.	.50 .50 .50 .50
					TOTAL	3315043	147	4,549.50		
					TOTAL	. WATER	159	4,891.50		
0636 THE VISTAS	M/WTR	91	MI SCEL	LANEOUS WATER		3335045	XX	354 10,	089.00 28.	.50
					TOTAL	3335045	354(	10,089.00	$\supset$	
					TOTAL	. H/WTR	354	10,089.00		
0636 THE VISTAS	WATER	08	METER	INSTALLATION		3345047	CJB HRP JFG RXC	55 1, 1 1 16	567.50 28. 28.50 28. 28.50 28. 456.00 28.	.50 .50 .50
					TOTAL	3345047	73	2,080,50		
					TOTAL	WATER	73	2,080,50		
					TOTAL.	SUBDIVISION	586	17,061.00		

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UB S	SUBDIV	SION NAME		TYPE	PRJ	PROJEC	T DESCRIPTION		ACCOUNT NUMBER	INIT	HOURS EX	T AMOUNT	RATE
667	SOUTH	CLEARMONT	AREA	WATER	06	WATER	BUILDINGS		3044031	SUH	1	28,50	28.50
								TOTAL	3044031	1	28.5	0	
667	SOUTH	CLEARMONT	AREA	WATER	01	WATER	SUPPLY		3072014	DŁO	8	228.00	28.50
								TOTAL.	3072014	8	228.0	0	
667	SOUTH	CLEARMONT	AREA	WATER	07	WATER	TREATMENT EQUIPMENT	r	3204032	SLH	2	57,00	28.50
								TOTAL	3204032	2	57.0	00	
1667	SOUTH	CLEARHONT	REA	WATER	03	WATER	STORAGE		3305042	DLO PCF SLH	47 4 1	1,339,50 258,00 28,50	28.50 64.50 28.50
								TOTAL	3305042	52	1,626.0	ю.	
667	SOUTH	CLEARMONT	AREA	WATER	04	WATER	MAINS CONSTRUCTION		3315043	BKG DLO JEH PCF	75 25 77 14	2, 137, 50 712, 50 2, 194, 50 903, 00	28.50 28.50 28.50 64.50
								TOTAL	3315043	191	5,947.5	0	
								TOTAL	WATER	254	7,887.0	10	
3667	SOUTH	CLEARMONT	AREA	M/WTR	91	MISCE	LLANEOUS WATER		3335045	XX	488	3,908.00	28.5
								TOTAL	3335045	488	13,908.	<b>X</b>	
								TOTAL	. M/MTR	488	13,908.0	00	
3667	SOUTH	CLEARMONT	AREA	WATER	08	METER	INSTALLATION		3345047	R AB RXC	8 15	228,00 427,50	28.5 28.5
								TOTAL	3345047	23	655.	50	
								TOTAL	WATER	23	655.	50	
								TOTAL	SUBDIVISION	765	22,450.	50	

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REPORT UIRCHR(35A) PROJECTS CAPTIME 2004 YEAR END PROJECTS CAPITALIZED CHARGES REPORT CREATED ON 14:52:17 01-03-05

UB :	20801	VISION	NAM	E 		TYPE	PRJ	PROJEC	T DESCRIPTION		ACCOUNT NUMBER	INIT	HOURS	EXT AMOUNT	RAT
675	LAKE	GROVE	S UT	ILITIES	INC	WATER	06	WATER	BUILDINGS		3044031	STH 1EH	1 2	28.50 57.00	28. 28.
										TOTAL	3044031	3	85.	.50	
<b>675</b>	LAKE	GROVES	S UT	ILITIES	INC	WATER	01	WATER	SUPPLY		3072014	DLO PCF SLH	18 7 2	513.00 451.50 57.00	28. 64. 28.
										TOTAL	3072014	27	1, 021.	.50	
675	LAKE	GROVE	s ut	ILITIES	INC	WATER	07	WATER	TREATMENT EQUIPMENT	•	3204032	SLH	1	28.50	28.
										TOTAL	3204032	1	28.	.50	
<b>3</b> 675	LAKE	GROVE	s ut	ILITIES	INC	WATER	04	WATER	MAINS CONSTRUCTION		3315043	BHC BKG DLO JEH PCF RAB RXC	22 112 3 70 2 18 3	627.00 3,192.00 85.50 1,995.00 129.00 513.00 85.50	28. 28. 28. 28. 64. 28. 28.
										TOTAL	3315043	230	6,627.	.00	
										TOTAL	WATER	261	7,762	.50	
3675	LAKE	GROVE	s ut	ILITIES	INC	M/WTR	91	MISCEL	LLANEOUS WATER		3335045	XX	844	24,054.00	28.
										TOTAL	3335045	844 (	24,054.	ر 00.	
										TOTAL	M/WTR	844	24,054.	.00	
0675	LAKE	GROVE	S UT	ILITIES	INC	WATER	08	METER	INSTALLATION		3345047	CJB DXP HRP JAM JFG RAB RXC	3 4 7 2 4 4 133	85.50 114.00 199.50 57.00 114.00 3,790.50	28. 28. 28. 28. 28. 28. 28.
										TOTAL	3345047	157	4,474	.50	
										TOTAL	WATER	157	4,474	.50	
0675	LAKE	GROVE	S UT	TLITIES	INC	SEWER	13	SEWER	LIFT STATIONS CONST	Γ	3542011	BHC HRP TWA	1 2 14	28.50 57.00 399.00	28. 28. 28.
										TOTAL	3542011	17	484	.50	
										TOTAL	SEWER	17	484	.50	
0675	LAKE	GROVE	s ut	TLITIES	INC	M/SWR	92	MISCE	LLANEOUS SEWER		3602006	YY	838	23,883.00	28.
										TOTAL	3602006	838	23,883	.00	

ENTERED MAR 1 7 2004

Mail all remittances to:

Box 88223 Milwaukee, WI 53288-0223

### **SOLD TO**

UTILITIES INC OF FLORIDA 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714 Badger Meter, Inc.

4545 W. Brown Deer Rd. P.O. Box 245036 Milwaukee, WI 53224-9536 (414) 355-0400 FAX (414) 371-5952

0109 SHIP TO 20-Milwaukee Facility

THE RESIDENCE OF THE PROPERTY # 702140 3/01/04 TERMS: 30 DAYS NET NET 30 DAYS

D-U-N-S 00-606-9710 FED. I.D. #39-0143280 GST #123746141

M27 0 5 2004

UTILITIES INC OF FLORIDA 2425 US HIGHWAY 27 SOUTH CLERMONT FL 34711

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Mail all remittances to:

Box 88223 Milwaukee, WI 53288-0223

## **SOLD TO**

UTILITIES INC OF FLORIDA 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714 Badger Meter, Inc.

4545 W. Brown Deer Rd. P.O. Box 245036 Milwaukee, WI 53224-9536 (414) 355-0400



20-Milwaukee Facility
4/05/04
TERMS: 30 DAYS NET
NET 30 DAYS

D-U-N-S 00-606-9710 FED. I.D. #39-0143280 GST #123746141

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UTILITIES INC OF FLORIDA 2425 US HIGHWAY 27 SOUTH CLERMONT FL 34711

90682 JH66	50W	1/12/04 4/05/0	4 ROADRUNNER	0012
333904 1	/ 105 MM 3		5669247	
	CLANCE-EAS	5355 AA		
QUOTE 8586				lus
	r Armain Ann	्र शहरतरामाणी		
78 78	TYPE SIZE BOTTOM ID THRUST ROLLER BOLTS METER S/N PRIMARY REGISTRATION REGISTRATION FACE UNIT OF MEASURE CLMP/CVR COVER S/N OUTSIDE SEAL SCREW MOUNTING POSITION PACKAGING TESTING Serial Number: B Sub Total Freight	BRONZE BTM PLASTIC STAINLESS STEEL BMI 8 DIGIT S/N REGISTER (LOCAL) STANDARD GALLON PLASTIC SHROUD/P BMI 8 DIGIT METE TORX DRIVE SEAL SIDEWALK W/O SEAL SIX PACK AWWA STANDARD (T 29213997 2	LASTIC LID (BLACK) R S/N SCREW LED METER S-143) 9214074	2,028.00 (N 2,028.00 74.71



ENTERED MAY 2 5 2004

1

Badger Meter, Inc.

4545 W. Brown Deer Rd. P.O. Box 245036 Milwaukee, WI 53224-9536 (414) 355-0400

FAX (414) 371-5952



SHIP TO

20-Milwaukee Facility

5/07/04 711436 TERMS: 30 DAYS NET

NET 30 DAYS

D-U-N-S 00-606-9710 FED. I.D. #39-0143280 GST #123746141

**SOLD TO** 

UTILITIES INC OF FLORIDA 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714

Mail all remittances to:

Box 88223

Milwaukee, WI 53288-0223

RECEIVED

MAY 1 4 2004

UTILITIES INC OF FLORIDA 2425 US HIGHWAY 27 SOUTH CLERMONT FL 34711

90682		50W		1/12/04	5/07/04	ROADRUNN	ER	0012	2
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5355		LANCE-EAS		5355 AA					ζ
QUOTE :	8586							1US	
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		ANT PART NICH			ekiribin d				
90	90	1/FB25R TYPE SIZE BOTTOM ID THRUST ROLLER BOLTS METER S/N PRI REGISTRATION REGISTRATION UNIT OF MEASU CLMP/CVR COVER S/N OUT SEAL SCREW MOUNTING POSI PACKAGING TESTING Serial Numb	EMARY FACE FRE SIDE TION	REGISTER STANDARD GALLON PLASTIC SI BMI 8 DIG: TORX DRIVI SIDEWALK W SIX PACK AWWA STANI	4-3/4 BORM  STEEL IT S/N (LOCAL)  HROUD/PLA IT METER E SEAL SC N/O SEALE DARD (TS-	STIC LID S/N REW D METER 143)	(BLACK)	0 2,340.	00
		Sub To Freigh		5 tock		)		2,340.0	
	CZ	Total Total LL JAMES 407-9		98 24 HOURS	B/4 DELI	IVERY	W.	170.3 2,603.3 MO	31 35

056230 **56230** 

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ENTERED JUN 2 8 2004

2

Badger Meter, Inc.

4545 W. Brown Deer Rd. P.O. Box 245036 Milwaukee, WI 53224-9536 (414) 355-0400 FAX (414) 371-5952

14)3/1-5952

**SHIP TO** 

20-Milwaukee Facility

716197 6/11/04 TERMS: 30 DAYS NET

NET 30 DAYS

D-U-N-S 00-606-9710 FED. I.D. #39-0143280 GST #123746141

**SOLD TO** 

UTILITIES INC OF FLORIDA 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714

Mail all remittances to:

Box 88223

Milwaukee, WI 53288-0223

RECEIVED

JUN 1 7 2004

UTILITIES INC OF FLORIDA 2425 US HIGHWAY 27 SOUTH CLERMONT FL 34711

90682	BG636W		5/24/04	6/11/04		IND	0012
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5355	PORTLANCE-EAS		5355 AA				Q
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	089.	.0636	<b>-</b> 33450	,46			

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Badger Meter, Inc.

4545 W. Brown Deer Rd. P.O. Box 245036 Milwaukee, WI 53224-9536 (414) 355-0400 FAX (414) 371-5952

FA (414) 371-3932

20-Milwaukee Facility
716197 6/11/04
TERMS: 30 DAYS NET

NET 30 DAYS

D-U-N-S 00-606-9710 FED. I.D. #39-0143280 GST #123746141

**SOLD TO** 

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UTILITIES INC OF FLORIDA 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714

Mail all remittances to:

Box 88223

Milwaukee, WI 53288-0223

RECEIVED JUN 17 2004

UTILITIES INC OF FLORIDA 2425 US HIGHWAY 27 SOUTH CLERMONT FL 34711

SHIP TO

90682 BG636W 5/24/04 6/11/04 UPS GROU	ND	0012
354468 1 / 105 MM 3	0312948883	UC
5355 PORTLANCE-EAS 5355 AA		Q
QUOTE 8586		1US
	S. Caracian	
SORDE ED CHARLES THE PROPERTY OF THE PROPERTY		1/2
1 1/FC800 COMPOUND SERIES METER 4" TYPE COMPOUND SERIES METER B81 SIZE 4" REGISTRATION REGISTER (LOCAL) B81 HOUSING ROUND BOLTS STAINLESS STEEL W/O EYEBOL' METER S/N PRIMARY BMI 8 DIGIT S/N IRON REGISTRATION FACE UNIT OF MEASURE CLMP/CVR PLASTIC SHROUD/PLASTIC LID SEAL SCREW MOUNTING POSITION METER PACKAGING SINGLE PACK REG & METER AWWA STANDARD (TS-143)  Serial Number: B 04030677 04030677  1 1 28/FSTRP PLATE STRAINER 2" THRU 20" TYPE PLATE STRAINER B81-NS (NS SIZE HOUSING BRONZE ROUND BOLTS STAINLESS STEEL CONNECTIONS STRAINER ACCESSORIES  SUB TOTAL Freight	IS (BLACK) 377.700	

\$ 6

ENTERED JUN 2 8 2004

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Mail all remittances to:

Box 88223 Milwaukee, WI 53288-0223

## **SOLD TO**

UTILITIES INC OF FLORIDA 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS FL 32714 Badger Meter, Inc.

4545 W. Brown Deer Rd. P.O. Box 245036 Milwaukee, WI 53224-9536 (414) 355-0400 FAX (414) 371-5952

SEIVED SHIP TO

20-Milwaukee Facility

#715404 6/07/04 TERMS: 30 DAYS NET

NET 30 DAYS

D-U-N-S 00-606-9710 FED. I.D. #39-0143280 GST #123746141

JUN 1 0 2004

UTILITIES INC OF FLORIDA 2425 US HIGHWAY 27 SOUTH CLERMONT FL 34711

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	H660W	1/12/04		UPS GROU	ND	0012
333907 1				A CONTRACTOR OF THE PARTY OF TH	0312941808	UC
1-	\ TO2 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \				0312941808	1 OC 1
5355 P	ORTLANCE-EAS	5355 AA				Q
OHOTE SEC						1US
QUOTE 8586						[102
			ENGLISH:	₹(F: 18		Section of the second section of the second section of the section
Service State			वर्गके (०) १९			
120 12	TYPE SIZE BOTTOM ID THRUST ROLLER BOLTS METER S/N PRIMARY REGISTRATION REGISTRATION FACE UNIT OF MEASURE	REGISTER ( STANDARD GALLON PLASTIC SH BMI 8 DIGI TORX DRIVE SIDEWALK W SIX PACK AWWA STAND 293968	STEEL T S/N LOCAL)  ROUD/PLA T METER SEAL SC I/O SEALE ARD (TS- 60 293	STIC LID S/N REW D METER 143) 96979	(BLACK)	3,120.00 3,120.00 176.20

05

				**K	2**					
REPORT UIRCHR(35A) UI SYSTEM PAGE PROJECTS CAPTIME 2004 YEAR END PRO	24 JECTS	ÇAPI	TALIZE	CHARGES REPORT	FOR COMP	any = 089 state	= FL	AS OF C	01-03-05	
SUB SUBDIVISION NAME	TYPE	PRJ	PROJEC	T DESCRIPTION		ACCOUNT NUMBER	INIT	HOURS E	XT AMOUNT	RATE
0636 THE VISTAS	WATER	01	WATER	SUPPLY		3072014	BHC	12	342.00	28,50
					TOTAL	3072014	12	342.	.00	
0636 THE VISTAS	WATER	04	WATER	MAINS CONSTRUCT	ION	3315043	ARE BHC BKG JEH PCF	4 92 39 10	114.00 57.00 2,622.00 1,111.50 645.00	28.50 28.50 28.50 28.50 64.50
					TOTAL	3315043	147	4,549.	50	
					TOTAL	WATER	159	4,891.	50	
0636 THE VISTAS	M/WTR	91	MI SCE	LLANEOUS WATER		3335045	XX	354	10,089.00	28.50
					TOTAL	3335045	354	10,089.	.00	
					TOTAL	M/WTR	354	10,089.	.00	
0636 THE VISTAS	WATER	08	METER	INSTALLATION		3345047	CJB HRP JFG RXC	55 1 1 16	1,567.50 28.50 28.50 456.00	28.50 28.50 28.50 28.50
					TOTAL	3345047	73 (	2,080,	50	
					TOTAL	WATER	73	2,080,	.50	
					TOTAL	SUBDIVISION	586	17,061.	.00	

JB S	VIOSUS	ISION	NAME			TYPE	PRJ	PROJEC	T DESCRIPTION		ACCOUNT NUMBE	R INIT	HOURS	XT AMOUNT	RATI
575	LAKE	GROVE	SUTIL	ITIES	INC	WATER	06	WATER	BUILDINGS		3044031	STH 1EH	1 2	28.50 57.00	28.50 28.50
										TOTAL	3044031	3	85.	50	
575	LAKE	GROVE	SUTIL	ITIES	INC	WATER	01	WATER	SUPPLY		3072014	DLO PCF SLH	18 7 2	513.00 451.50 57.00	28.56 64.56 28.56
										TOTAL	3072014	27	1, 021.	50	
675	LAKE	GROVE	S UTIL	ITIES	INC	WATER	07	WATER	TREATMENT EQUIPMENT	•	3204032	SLH	1	28.50	28.5
										TOTAL	3204032	1	28,	50	
675	LAKE	GROVE	S UTIL	ITIES	INC	WATER	04	WATER	MAINS CONSTRUCTION		3315043	BHC BKG DLO JEH PCF RAB RXC	22 112 3 70 2 18 3	627.00 3,192.00 85.50 1,995.00 129.00 513.00 85.50	28.56 28.5 28.5 28.5 64.5 28.5 28.5
										TOTAL	3315043	230	6,627	.00	
										TOTAL	WATER	261	7,762	.50	
575	LAKE	GROVE	s util	ITIES	INC	M/WTR	91	MI SCEL	LANEOUS WATER		3335045	XX	844	24,054.00	28.5
										TOTAL	3335045	844	24,054	.00	
										TOTAL	M/WTR	844	24,054	,00	
5 <b>75</b>	LAKE	GROVE	S UTII	LITIES	INC	WATER	08	METER	INSTALLATION		3345047	CJB DXP HRP JAM JFG RAB RXC	3 7 2 4 133	85.50 114.00 199.50 57.00 114.00 3,790.50	28.5 28.5 28.5 28.5 28.5 28.5 28.5
										TOTAL	3345047	157	4,474	.50	
										TOTAL	WATER	157	4,474	.50	
675	LAKE	GROVE	S UTII	LTIES	INC	SEWER	13	SEWER	LIFT STATIONS CONST	Γ	3542011	BHC HRP TWA	1 2 14	28.50 57.00 399.00	28.5 28.5 28.5
										TOTAL	3542011	17	484	.50	
										TOTAL	SEWER	17	484	.50	
575	LAKE	GROVE	s uti	LITIES	INC	M/SWR	92	MI SCEL	LANEOUS SEWER		3602006	YY	838	23,883.00	28.5
										TOTAL	3602006	838	23,883	.00	

GL3.1C	ACCOUNT	INQUIRY - TRANSACTION DETA	\ I L	
089*0636*3355048		ACCT TYPE: A	BEG BAL:	44,880.9
089*0636*3355048		STATUS: A	END BAL:	93,198.99
HYDRANTS		PERIOD: 06(JUN)	SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE	COMMENT	DEBIT	<del>-</del> CREDI7
089*0675*3602006	1	WESTON HILLS III PH B	14,448.00	
089*0675*2721006	2	WESTON HILLS III PH B		14,448.00
089*0675*3612008	3	WESTON HILLS III PH B	44,254.00	
089*0675*2721008	4	WESTON HILLS III PH B		44,254.00
089*0675*3612010	5	WESTON HILLS III PH B	22,515.00	
089*0675*2721098	6	WESTON HILLS III PH B		22,515.00
089*0675*3662006	7	WESTON HILLS III PH B	20,292.00	
089*0675*3752008	8	WESTON HILLS III PH B	13,808.00	
089*0675*2722050	9	WESTON HILLS III PH B		20,292.00
089*0675*2722050	10	WESTON HILLS III PH B		13,808.00
089*0675*2711043	11	WESTON HILLS III PH B		47,974.00
089*0675*2711048	12	WESTON HILLS III PH B	1	√ 8,400.00
089*0675*3355048	13	WESTON HILLS III PH B	√8,400.00	
ACTION B1	X-EXIT	S(nn)-SCAN P(S)-PRINT B(n	n)-DISP BATCH	NP,PP,NA,PA
		e scan, X to end scan A Batch: 01 - THIS BATCH IS	FROM THE ARCHI	VE FILE!

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION D	DETAIL	
089*0636*3355048		ACCT TYPE: A	BEG BAL:	44,880.99
089*0636*3355048		STATUS: A	END BAL:	93,198.99
HYDRANTS		PERIOD: 06(JL	JN) SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE -	COMMENT	DEBIT	CREDIT
089*0675*3315043	14	WESTON HILLS III PH B	47,974.00	
089*0675*3335045	15	WESTON HILLS III PH B	16,576.00	
089*0675*2711045	16	WESTON HILLS III PH B	3	16,576.00
089*0667*3315043	17	SHORES LK CLAIR	24,850.00	
089*0667*3335045	18	SHORES LK CLAIR	5,650.00	
089*0667*2711043	19	SHORES LK CLAIR		24,850.00
089*0667*2711045	20	SHORES LK CLAIR		5,650.00
089*0667*2711045	21	VISTA PINES		6,866.00
089*0667*2711043	22	VISTA PINES		34,972.56
089*0667*2711048	23	VISTA PINES		√6,411.00
089*0667*3355048	24	VISTA PINES	√6,411.00	
089*0667*3315043	25	VISTA PINES	34,972.56	
089*0667*3335045	26	VISTA PINES	6,866.00	
ACTION B1	X -EXIT	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
Q4201 Enter <cr> t</cr>	o continu	ue scan, X to end scan		

AccuTerm Screen Print - GLAP (1) 10:58:46 AM 02 Sep 2008

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION D	ETAIL	
089*0636*3355048		ACCT TYPE: A	BEG BAL:	44,880.99
089*0636*3355048		STATUS: A	END BAL:	93,198.99
HYDRANTS		PERIOD: 06(JU	N) SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE -	COMMENT	DEBIT	CREDIT
089*0631*2711045	27	SPRING VALLEY PH 7		11,610.00
089*0631*2711043	28	SPRING VALLEY PH 7		9,898.50
089*0631*2711048	29	SPRING VALLEY PH 7	1	<b>/</b> 5,250.00
089*0631*3355048	30	SPRING VALLEY PH 7	$\sqrt{5,250.00}$	
089*0631*3315043	31	SPRING VALLEY PH 7	9,898.50	
089*0631*3335045	32	SPRING VALLEY PH 7	11,610.00	
089*0667*2711045	33	REGAL RIDGE		7,117.30
089*0667*2711043	34	REGAL RIDGE		34,582.70
089*0667*3315043	35	REGAL RIDGE	34,582.70	
089*0667*3335045	36	REGAL RIDGE	7,117.30	
089*0636*2711045	37	LEGEND/BRIDGESTONE PH		9,795.00
		4		
ACTION B1	X -E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
Q4201 Enter <cr> t</cr>	o continu	ue scan, X to end scan		

GL3.1C	ACCOUN	「 INQUIRY - TRANSACTION DETA	4 I L	
089*0636*3355048		ACCT TYPE: A		,
089*0636*3355048 HYDRANTS		STATUS: A PERIOD: 06(JUN)		93,198.99 PRIOR ACT
	LINE	COMMENT		
089*0636*2711043	38	LEGEND/BRIDGESTONE PH 4		54,196.90
089*0636*2711048	39	LEGEND/BRIDGESTONE PH 4		<b>√</b> 9,150.00
089*0636*3355048	40	LEGEND/BRIDGESTONE PH 4	√9,150.00	
089*0636*3315043	41	LEGEND/BRIDGESTONE PH 4	54,196.90	
089*0636*3335045	42	LEGEND/BRIDGESTONE PH 4	9,795.00	
089*0675*3602007	43	TRADDS LANDING	47,230.30	
089*0675*2721007	44	TRADDS LANDING		47,230.30
089*0675*3612010 	45 	TRADDS LANDING	100,958.00	
ACTION B1	X -E X I T	S(nn)-SCAN P(S)-PRINT B(n	n)-DISP BATCH	NP,PP,NA,PA
 04201    Enter <cr> t</cr>	o continu	e scan, X to end scan		

GL3.1C	ACCOUNT	INQUIRY - TRANSACTION	DETAIL	
089*0636*3355048		ACCT TYPE: A	BEG BAL:	44,880.99
089*0636*3355048		STATUS: A	END BAL:	93,198.99
HYDRANTS		PERIOD: 06(J	UN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE	COMMENT	DEBIT	CREDIT
089*0675*3602006	46	TRADDS LANDING	62,388.00	
089*0675*3542011	47	TRADDS LANDING	360,575.00	
089*0675*3612008	48	TRADDS LANDING	156,558.73	
089*0675*2721098	49	TRADDS LANDING		100,958.00
089*0675*2721006	50	TRADDS LANDING		62,388.00
089*0675*2721011	51	TRADDS LANDING		360,575.00
089*0675*2721008	52	TRADDS LANDING		156,558.73
089*0675*3752008	53	TRADDS LANDING	181,119.11	
089*0675*3662006	54	TRADDS LANDING	59,975.00	
089*0675*2721050	55	TRADDS LANDING		181,119.11
089*0675*2721050	56	TRADDS LANDING		59,975.00
089*0636*2711045	57	TRADDS LANDING		62,943.00
089*0636*2711043	58	TRADDS LANDING		230,673.86
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
Q4201 Enter <cr> t</cr>	o continu	e scan, X to end scan		

	ACCOUN	IT INQUIRY - TRANSACTION D	ETAIL	
089*0636*3355048		ACCT TYPE: A	BEG BAL:	44,880.9
089*0636*3355048		STATUS: A	END BAL:	93,198.99
HYDRANTS		PERIOD: 06(JU	N) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	
089*0636*2711048	59	TRADDS LANDING	4	<b>√</b> 39,168.00
089*0636*3355048	60	TRADDS LANDING	√39,168.00	
089*0636*3315043	61	TRADDS LANDING	230,673.86	
089*0636*3335045	62	TRADDS LANDING	62,943.00	
089*0675*2711043	63	MARTINS LANDING		21,335.50
089*0675*2711048	64	MARTINS LANDING	/	$\sqrt{4,200.00}$
089*0675*3355048	65	MARTINS LANDING	√4,200.00	•
089*0675*3315043	66	MARTINS LANDING	21,335.50	
089*0675*3612010	67	ORANGETREE PH 4	27,220.23	
089*0675*3602006	68	ORANGETREE PH 4	19,346.33	
089*0675*3612008	69	ORANGETREE PH 4	43,489.96	
089*0675*2721098	70	ORANGETREE PH 4		27,220.23
089*0675*2721006	71	ORANGETREE PH 4		19,346.33
 ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT E	B(nn)-DISP BATCH	NP,PP,NA,PA

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION D	DETAIL	<u></u>
089*0636*3355048		ACCT TYPE: A	BEG BAL:	44,880.99
089*0636*3355048		STATUS: A	END BAL:	93,198.99
HYDRANTS			JN) SEGMENT: THREE	
	LINE-	COMMENT	DEBIT	CREDIT
089*0675*2721008	72	ORANGETREE PH 4		43,489.96
089*0675*2711045	73	ORANGETREE PH 4		26,084.24
089*0675*2711043	74	ORANGETREE PH 4		92,331.83
089*0675*2711048	75	ORANGETREE PH 4	,	√19,431.99
089*0675*3355048	76	ORANGETREE PH 4	√19,431.99	
089*0675*3315043	77	ORANGETREE PH 4	92,331.83	
089*0675*3335045	78	ORANGETREE PH 4	26,084.24	
089*0675*3752008	79	ORANGETREE PH 4	58,122.68	
089*0675*3662006	80	ORANGETREE PH 4	31,839.00	
089*0675*2721050	81	ORANGETREE PH 4		58,122.68
089*0675*2721050	82	ORANGETREE PH 4		31,839.00
089*0675*3612010	83	MISSION PK PH 3	9,800.00	
089*0675*3602006	84	MISSION PK PH 3	10,696.00	
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
 Q4201 Enter <cr> t</cr>	o continu	ue scan, X to end scan		
		,		

	ACCOUNT	INQUIRY -	TRANSACTION	DETAIL	
089*0636*3355048		ACI	 CT TYPE: A	BEG BAL:	44,880.99
089*0636*3355048			STATUS: A	END BAL:	93,198.99
HYDRANTS			PERIOD: 06(J	UN) SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE	COMMENT		DEBIT	CREDIT
089*0675*3612008	85	MISSION	PK PH 3	17,040.00	
089*0675*2721098	86	MISSION	PK PH 3		9,800.00
089*0675*2721006	87	MISSION	PK PH 3		10,696.00
089*0675*2721008	88	MISSION	PK PH 3		17,040.00
089*0675*2711045	89	MISSION	PK PH 3		14,272.00
089*0675*2711043	90	MISSION	PK PH 3		24,270.00
089*0675*2711048	91	MISSION	PK PH 3		√2,100.00
089*0675*3355048	92	MISSION	PK PH 3	√2,100.00	
089*0675*3315043	93	MISSION	PK PH 3	24,270.00	
089*0675*3335045	94	MISSION	PK PH 3	14,272.00	
089*0675*3752008	95	MISSION	PK PH 3	10,522.00	
089*0675*3662006	96	MISSION	PK PH 3	19,491.00	
089*0675*2721050	97	MISSION	PK PH 3		10,522.00
 ACTION B1 X	-EXIT S	(nn) <i>-</i> SCAN	P(S)-PRINT	B(nn)-DISP BATCH N	 NP,PP,NA,PA

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### UTILITY AGREEMENT

THIS UTILITY AGREEMENT dated this 15 day of 2003 by and between LAKE UTILITY SERVICES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and MISSION PARK, LLLP, a Florida Limited Liability Limited Partnership (hereinafter referred to as the "Owner").

#### PREMISES

HORON

WHEREAS, Owner is the owner of approximately 14:20 acres of real property situated in Lake County, Florida, described with particularity in **Exhibit** "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 76 residential building lots requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water

File: 16.675 Mission Park Ph3/Engineeral Homes

and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump-sum increments. Each lump-sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump-sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation bereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Contract, Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump-sum increment paid for Connection



Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph I hereof) and such lump-sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3; (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and; (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not be less than the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements, which must be constructed to serve the Development, may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from time to time when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development, or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and; (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however,



Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing, Utilities agrees that in those instances where the Owner pays for more than its pro rata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Owner up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect into such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

- 4. <u>ON-SITE FACILITIES</u>. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefore by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities



as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water, reclaimed water and sewer facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance,

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. In the event, current Federal income tax laws treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities, then, at the time that Owner shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Owner shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved



by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install



a water meter or water meters, as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of

said meter or meters. The cost for said water meter or water meters and the labor charges

associated with its installation shall be paid to Utilities by Owner prior to installation of each

such meter at the rate from time to time approved by the Florida Public Service Commission or

any other governmental regulatory body from time to time having jurisdiction over such matters.

Said sum shall be due and payable prior to the time of installation of said meter or meters. All

water meters so installed shall remain the property of Utilities.

9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities

shall petition the Florida Public Service Commission for permission to include the Property in

Utilities' service area as approved by the Florida Public Service Commission. In the event that

the Florida Public Service Commission shall fail to approve and grant said petition to include the

Property in Utilities' service area within twelve (12) months for the date hereof, either party

hereto shall have the right to terminate this Agreement at any time until the Property is included

in the said service area.

10. PLATS. All plats of the Property, or portions thereof, filed among the Public Records

of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility

easements as may be reasonable and necessarily required for the purpose of serving the Property,

or portions thereof with the water and sewer service to be provided hereunder.

11. SALE TO GOVERNMENTAL ENTITY. In the event Utilities shall hereafter sell

the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County,

or a duly constituted municipality, or any agency or entity under such State's, County or

municipality's control, supervision or direction. Owner agrees that with respect to water,

reclaimed water and sewer service to the Property, the rules and regulations of such purchaser,

and not the provisions of this contract, shall control, and that, upon assignment of this Agreement

to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

12. NOTICES. Payments required to be made under the terms hereof and notices

permitted, or required to be made under the terms hereof, shall be delivered to the parties at the

respective addresses:

Utilities: LAKE UTILITY SERVICES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Owner: MISSION PARK, LLLP

1155 South Semoran Blvd.-Suite 1120

Winter Park, FL 32792

Attn.: Igor Teplitsky

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Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

13. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

### 14. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

LAKE UTILITY SERVICES, INC.

James Cameren, Chairman & C.E.O.

ATTEST:

MISSION PARK, LLLP

ATTEST:

Min Spallma

# UTILITY AGREEMENT

THIS DIFFLITY AGREEMENT dated this  $\mathcal{A}'$   $\mathcal{S}'$  day of June 2002 by and between LAKE GROVES UTILITIES, a Florida corporation (hereinafter referred to as "Utilities"), and MISSION PARK, LLLP, a Florida Limited Liability Limited Partnership (hereinafter referred to as the "Owner").

### PREMISES

WHEREAS, Owner is the owner of approximately 40 acres of real property-situated in Lake-County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 50 residential building lots requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set (orth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

L EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water

and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any aneamed contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

CONTRIBUTION IN AID OF CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinatter be referred to as the "Connection Contribution," The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Dillities in lump-sum increments. Each lump-sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump-sum increments of Connection Contributions shall be paid in eash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation becomder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Contract, Utilities will accommodate Owner, upon, request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump-sum increment paid for Connection

Contribution as described in this Paragraph 2 tunless Utilities shall be unable to render services as described in Paragraph 4 hereof) and such lump-sam Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid

in accordance with said Paragraph 3; (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and; (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development - including all lines, mains. lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not be less than the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development, or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and; (b) the cost of constructing any additional OII-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however,

provide service to others. Notwithstanding the forgoing, Utilities agrees that in those instances where the Owner pays for more than its pro rata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Owner up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the lutine lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefore by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-STITE FACILITIES</u>, At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any for or project in the Development, and as a condition precedent for the right to make such connection. Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities



as Utilities shall require. Such conveyance shall be by bill of safe, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the lingineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water, reclaimed water and sewer facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. In the event, current Federal income tax laws treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities, then, at the time that Owner shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Owner shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously



approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.



- 8. WATER METERS. It is hereby agreed by the parties hereto that Dtilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. <u>INCLUSION IN SERVICE AREA</u>. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within twelve (12) months for the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area.
- 10. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof 1 with the water and sewer service to be provided hereunder.
- 11. SALE TO GOVERNMENTAL ENTITY. In the event Utilities shall hereafter self the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's. County or municipality's control, supervision or direction, Owner agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.
- 12. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:



Utilities: LAKE GROVES UTILITIES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Owner: MISSION PARK, LLLP

1155 South Semoran Blvd.-Suite 1120

Winter Park, FL 32792 Attn.: Igor Teplitsky

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

13. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

### 14. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

LAKE GROVES UTILITIES, INC.

James Camaren, Chairman & C.E.O.

ATTEST:

1.<

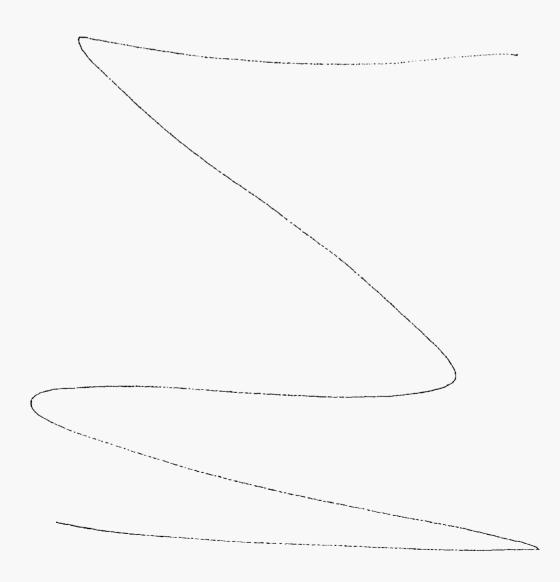
Jn. s.

MISSION PARK, LLLP

Igor Teplitsky Beneral Partner

ATTEST:

Haver Spelline



# WATER UTILITY AGREEMENT Martin's Landing LAKE COUNTY. FLORIDA

THIS UTILITY AGREEMENT dated this 28 day of \_\_\_\_\_\_\_, 2003 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Martin Consultants, Inc. a Florida corporation (hereinafter referred to as the "Owner").

### WITNESSETH

WHEREAS, Owner is the owner of approximately 16 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 24 residential building lots, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter, Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any unearned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be

responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. In addition, Owner agrees to pay (AFPI) or other fees, to Utility, as may be approved by the Florida Public Service Commission as of the date such payment is required by the Utility. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or twenty five (25) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Utility only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the cost of constructing on-site improvements in accordance with Paragraph 4 hereof, which shall be charged and paid in accordance with said Paragraph 4, (3) the rates and guaranteed revenue charges

described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (4) meter installation fees as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in Exhibit B attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities. Owner shall convey the Off-Site Facilities to the Utility, at no cost or expense to the Utility. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the Off-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. By conveyance of the Off-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said Off-Site Facilities have been constructed in a good and professional manner, free from all defects, and that Owner will correct and defect occurring or discovered in said facilities within a period of one (1) year from the date of conveyance.
- 4. <u>QN-SITE FACILITIES</u>. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to be constructed on the Property to connect the Development to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to

commencement of construction.

- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which the Utility shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
- 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by Utility for water service to the Development hereafter built on the Property, and guaranteed revenue

charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which Owner pays Connection Contribution and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due to the Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters, as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. All water meters so installed shall remain the property of Utility.
- 8. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.
  - 9. SALE TO GOVERNMENTAL ENTITY. In the event Utility shall hereafter self the

utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County's or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

10. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: Mr. James L. Camaren, Chairman & CEO

Owner: Martin Consultants, Inc.

11637 Orpington Street Orlando, FL 32817

Attn.: Mr. Jeff Martin, President and Owner

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

### 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.

. .

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

James Camaren, Chairman & CEO

ATTEST:

Martin Consultants, Inc.

ATTEST:

Karen Pollino

KAREN POLLINO
Commission & DD0197518
Expires 3/27/2007
Bonded through
(scc-432-4384) Fortis Notery Assn., Inc.

PREPARED BY and RETURN TO: Steven J. Richey, Esquire Steven J. Richey, P.A. P.O. Box 492460 Leesburg, FL 34749-2460 Exhibit "A"

## DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS MARTIN'S LANDING

KNOW ALL PERSONS BY THESE PRESENTS, the undersigned, Jeffrey D. and Sharon C. Martin, whose mailing address is 179 Fairway Pointe Circle, Orlando, FL 32828 (hereinafter referred to as the "Developers"), being the owners of the tract called Martin's Landing (hereinafter referred to as the "Property") located in Lake County, Florida, and more particularly described as:

From Southwest corner of the Northwest ¼ of Northeast ¼ run N89°23′10″ East 654.22 feet for a Point of Beginning, run North 00°20′10″ East 566.58 feet, North 88°57′30″ East to East line of Northwest ¼ of Northeast ¼, South to Southeast corner of Northwest ¼ of Northeast ¼, Westerly to Point of Beginning – Less Priebe Road right-of-way: from Southwest corner of Lot 2, Clermont Farms in Section 11, Township 23 South, Range 25 East, run North 150 feet for Point of Beginning, run East 325 feet, North 77°15′23″ East 211.4 feet to waters of Lake and Point A, return to Point of Beginning, run North to South line of Crescent West subdivision, East to Waters of Lake, Southeasterly along said waters of Lake to Point A, East ½ of vacated unnamed street lying West of above parcel 57′23″ East 174.95 feet for Point of Beginning, continue South 89°57′23″ East 164.21 feet, North 02°46′39″ West 80.10 feet, North 84°13′49″ East 257.2 feet to Westerly shoreline of Crescent Lake and Point A, return to Point of Beginning, run North 00°16′23″ West 150 feet, South 89°57′23″ East 150.05 feet, North 77°15′23″ East 211.4 feet to Westerly shoreline of Crescent Lake, Southeasterly along said Westerly shoreline 109.2 feet to Point A.

makes the following Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") covering the above-described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deriving title through the undersigned. This

Page 1 of 8

# WATER UTILITY AGREEMENT Vista Pines LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this 2 day of Juy 2003 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Highland Real Estate and Investment, Inc. a Florida corporation (hereinafter referred to as the "Owner").

### WITNESSETH

WHEREAS, Owner is the owner of approximately 20 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 50 residential building lots, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter, Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any uncarned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal

governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. In addition, Owner agrees to pay (AFPI) or other fees, to Utility, as may be approved by the Florida Public Service Commission as of the date such payment is required by the Utility. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or twenty five (25) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in eash or eashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph I hereof) and such lump sum Connection Contribution may be used by Utility only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the cost of constructing on-site improvements in accordance with Paragraph 4 hereof, which shall be charged and paid in accordance with said Paragraph 4. (3) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (4) meter installation fees as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. QFF-SITE IMPROVEMENTS, In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in Exhibit B attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities. Owner shall convey the Off-Site Facilities to the Utility, at no cost or expense to the Utility. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the Off-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. By conveyance of the Off-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said Off-Site Facilities have been constructed in a good and professional manner, free from all defects, and that Owner will correct and defect occurring or discovered in said facilities within a period of one (1) year from the date of conveyance.
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to be constructed on the Property to connect the Development to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable

regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing. Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which the Utility shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
  - 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by

Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which Owner pays Connection Contribution and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due to the Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters, as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. All water meters so installed shall remain the property of Utility.
- 8. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

10. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Owner: Highland Real Estate and Investment, Inc.

1135 East Avenue Clermont, FL 34711

Attn.: Mr. Dale Ladd, President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

### 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

Lake Utility Services, Inc.

ATTEST:

Highland Real Estate and Investment, Inc.

ATTEST:

EXHIBIT "A"

Vista Pines

A.C.

TRACT # 2: (MCWIA BLOCK)
The East 1/2 of the NE % of the SE % of Section 10, Township 23 South, Hange 25 East of the Tulishates Meridian, Lake County, Florida.

Al.Si): The West H of the NW H of the SW H of Section 11, Township 23 South, Range 25 Rast of the Tunahussee Meridian, Lake County, Pierida.

1.ESS: From the intersection of the East line of the NR % of the SE % of Section 10, Township 23 South, Range 25 Rust, Lake County, Florida and the center line of State Road S-565-A, run thence 8 89 segrees, \$3 minutes, 40 seconds W along the center line of mid Road 475.4 feet to the point of beginning; thence 8 3 degrees, 61 minutes, 40 seconds W 292.8 feet; thence 8 89 degrees, 53 minutes, 40 seconds W to the West fine of the East % of the NE % of the SE % of Section 10, Township 23 South, Range 25 East; thence northerly along the West line of the said Kapt % of the NE % of the SE % to the center line of State Road 8-565-A; thence N 89 degrees, 53 minutes, 40 seconds E slong said center line to the point of beginning.

1.5.59 AND EXCEPT: 33 feet for Right-of-Way along the north humalary. Together with un Bavement along the West aids of the exception contained heroin extending from the Highway on the North flows to the property being conveyed by this Deed on the South, (and Rasoment being 35 feet in width.)

UTILITY AGREEMENT

BOOK 1258 PAUL 1052

93 61972
THIS UTILITY AGREEMENT dated this 4th day of November 1993, by and between LAKE GROVES UTILITIES, INC., a Florida

corporation (hereinafter referred to as "Utilities"), and DONRIC, INC., a Florida corporation (hereinafter referred to as the

"Owner").

#### PREMISES

WHEREAS, Owner is the owner of certain tracts of real property situate in Lake County, Florida, described as follows: That part of the Northwest one-quarter (NW 1/4) which lies East of State Road 25 (U.S. Highway 27), and the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4), all in Section 10, Township 24 South, Range 26 East, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, in connection with the Development it will be necessary to obtain adequate water and sewer service; and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are to serve real property in close proximity to the Property; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that at any time,

subsequent to the date hereof, any governmental entity lawfully 800K 1258 PAGE 1053 refuses to allow the Owner to proceed with developing the Property into the Development because of the provisions of this Agreement, the Owner may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Owner shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned Connection Contributions or funds paid to Utilities hereunder, and, in such event, either party hereto may terminate this Agreement, except with respect to portions of the Development which are then being served hereunder. Upon the termination of this Agreement, Utilities shall execute and record among the Public Records of Lake County, Florida a termination document stating that the Agreement has been terminated and is of no further force and effect, that it is no longer binding upon or running with the title to the Property, and that the Property is released from this Agreement except for any portion thereof that Utilities shall continue to serve. The parties hereto acknowledge that this Agreement provides for both residential and commercial service to the Development. Utilities further agrees that the water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of state, local, and federal governmental agencies jurisdiction over such service; provided, however, that Utilities shall not be responsible for any failure to meet or comply with

said standards or requirements to the extent that shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance from the Owner of any such facilities by Utilities shall not be an admission of, or acceptance of, such responsibility. Utilities hereby agrees to provide water and sewer service to all units in the Development for which a Connection Contribution has been paid to Utilities in accordance with Paragraph 2 hereof within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement. Utilities agrees to use its best efforts to provide such service at a time earlier than said nine (9) months, and will provide such service at the time that the Off-Site Improvements, On-Site Facilities and any needed plant expansions serving such units are complete if such time is earlier than said nine (9) months.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit and each commercial project hereafter constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall herein be referred to as the "Connection Contribution." The Connection Contribution shall be made up of the contributions-in-aid-ofconstruction ("CIAC"), as approved by the Florida Public Service Commission, and the CIAC Tax Impact, as approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. Each lump sum increment for commercial projects shall be for the entire commercial project then being constructed. For the purposes hereof, the commercial project

then being constructed shall be that portion of a commercial project for which the Developer is then requesting that Util 1258 PAGE 1055 provide sewer and water service, and any other portion of such project that the Developer intends to construct at the same time. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided, however, so long as Owner is not in default under this Contract Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for CIAC, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The amount of the Connection Contribution shall be the amount approved by the Florida Public Service Commission. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the CIAC Tax Impact on any contributed property as described in Paragraph 6 hereof, which shall be charged and paid in accordance with said Paragraph 6 hereof, (3) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with Paragraph 7 hereof, or (4) meter

installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary, in accordance with good engineering practices, to (1) transport water from Utilities' plant, which will serve the Development, to the Development and (2) to bring sewage from the Development to Utilities' sewer plant which will serve the Development and to return treated effluent from said plant to the Development for disposal, including all lines, mains, lift stations and facilities, and (3) to dispose of such effluent at the disposal sites in the Development. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not exceed the amount of sewage originating from the Development which is being treated by Utilities. The treated effluent returned to the Development shall meet all governmentally imposed standards for quality imposed with respect to treated effluent which is to be disposed of in the manner contemplated herein. Once Utilities begins to return treated effluent to the Development, it will agree to provide sufficient effluent to meet the development's irrigation needs for common area irrigation. The location of the disposal sites to be dedicated by the Owner shall be selected by the Owner and may be moved, from time to time, by the Owner; provided, that all such sites must meet engineering criteria for disposal of effluent approved by Utilities, and that the disposal process shall not be interrupted by their relocation. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from

time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the BOOK 1258 PAGE 1057 service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which is the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for Development, or a pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvements which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however, Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities related to providing service to others. Notwithstanding the foregoing, Utilities agrees that in no instance will the Owner be required to pay for more than the cost of the portion of the capacity in an Off-Site Improvement which is required for the Development, as set forth in sub-sections (a) and (b) above in this Paragraph 3. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

4. ON-SITE FACILITIES. As the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities (the "On-Site Facilities"), including generally all the water and sewer utility

facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site BOOK 1258 PAGE 1058 Improvements or the lines of Utilities, and including specifically, all lines, mains, lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
  - B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the

requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the BOOK 1258 PAGE 1059 conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water facilities and line extensions shall be paid in full by Owner prior By conveyance of the On-Site to the transfer to Utilities. Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. At the time that Owner shall pay Utilities for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with

Paragraph 5 hereof, Owner shall pay to Utilities, in cash, the CIAC Tax Impact approved by the Florida Public Service Commission with BOOK 1258 PAGE 1060 respect thereto. The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and on the payment of the CIAC Tax Impact itself. The amount currently approved by the Florida Public Service Commission is sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder. Notwithstanding anything to the contrary contained in this paragraph, or in Paragraph 2 hereof, the Owner may defer payment of any CIAC Tax Impact due hereunder until the January 31st of the calendar year following the calendar year in which such CIAC Tax Impact comes due; provided, that the payment of such CIAC Tax Impact is secured in full by an unconditional letter of credit issued to Utilities by a national bank doing business in Orange County, Florida acceptable to Utilities.

7. RATES, CHARGES AND FEES. The rates, charges and fees to be charged by Utilities for water and sewer service to the Owner and to the Development hereafter built on the Property shall be those rates, charges and fees of Utilities which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and

times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

BOOK 1258 PAGE 1061

- 8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within six (6) months from the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area or service is actually rendered hereunder.
- 10. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.
- 11. SALE OF UTILITY SYSTEMS. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to a duly constituted county or municipality, or any

agency or entity under such county's or municipality's control, supervision or direction, or any other governmental agency, Owner agrees that with respect to water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control. In the event Utilities shall hereafter sell the utility systems, or any part thereof, serving the Property, Utilities shall seek to have the purchaser thereof agree to assume and agree to perform all of Utilities' obligations and agreements under this Agreement, including its obligations to provide service without charge with respect to all prepaid Connection Contributions then existing hereunder and, in the absence of an agreement to provide such service without charge, Utilities shall refund to Owner all then existing prepaid Connection Contributions.

- 12. <u>DEFAULT</u>. No party shall be deemed to be in default (the "Defaulting Party") under this Agreement unless such party shall have received a written notice of default from the other party hereto (the "Non-Defaulting Party") which sets forth and describes a default hereunder and such Defaulting Party shall have failed to cure such default within a thirty (30) day period beginning with the delivery of such notice; provided, however, if such default can not be cured within a thirty (30) day period, the Defaulting Party shall not be in default hereunder if it makes a good faith effort to begin to cure such default within said thirty (30) day period and cures such default within a reasonable time thereafter.
- 13. ATTORNEYS' FEES. In the event there is a dispute between the parties hereto with respect to, or arising out of, this Agreement which results in litigation between the parties hereto, the losing party in such litigation shall pay all of the costs and expenses incurred in such litigation by the prevailing party, at both the trial and appellate levels of litigation, including all reasonable attorneys' fees paid by the prevailing party.
- 14. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the

terms hereof, shall be delivered to the parties at the respective addresses:

Utilities:

LAKE GROVES UTILITIES, INC. Post Office Box 3873 Longwood, Florida 32791

With copy to:

JOHN F. LOWNDES, ESQUIRE Lowndes, Drosdick, Doster, Kantor & Reed, P.A. Post Office Box 2809 Orlando, Florida 32802

Owner:

DONRIC, INC. Attn.: D. G. Cloughley P. O. Box 671 Winter Garden, Florida 34777

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein, and such notices shall be deemed to be delivered when so mailed.

15. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

#### 16. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
- D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original. BOOK 1258 PAGE 1064

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Printed Name

Printed Name

LAKE GROVES UTILITIES, INC.

Robert A. Mandell,

President

Date: /1-4-93

DONRIC, INC.

Name: 40

Date:

(CORPORATE

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4/2day of Mandell, President of Lake Groves Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did (not) take an

Madda Signature

Typed or Printed Name

Commission No. CC 3/202-

Commission Expires: 8-30-97

DONNA J. MADDOX MY COMMISSION # CC312025 EXPIRES August 30, 1997 BONDED THINLI TROY FAIN INSURANCE, INC.

BOOK 1258 PAGE 1065

STATE OF FLORIDA COUNTY OF LCC

The	foregoin	g instr	ument	was	acknow!	ledge	ed	befo	re	me	this
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oath.			<u> </u>								

Signature

July G. Hursow

Typed or Printed Name

Commission No.

Commission Expires:



2335 Sanders Road Northbrook, Illinois 60062-6196 Thliphoie 847-498-6440 Eurowife 847-498-2066



November 5, 1998

Mr. Barry S. Goodman President Altamonte Development Corp. c/o Robert A. Biederman 2909 W. State Road 434, #121-131 Longwood, FL 32779

Dear Mr. Biederman:

Enclosed for your records are a fully executed original agreement for water service for the Spring Valley Development and an executed letter of understanding dated November 4, 1998.

Sincerely

Andrew Dopuch Vice President

AD:pas

Encs.

ce: J. Camaren

C. Wenz

D. Rasmussen

# AGREEMENT FOR WATER SERVICE

# SPRING VALLEY DEVELOPMENT, FL

This Agreement is entered into this 4 day of November, 1998 by and between Altamonte Development Corporation, a Florida corporation (hereinafter referred to as "Developer"), and Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility").

#### WITNESSETH

WHEREAS, Developer is the owner of or is duly authorized to act on behalf of the owners of certain real estate in Lake County, Florida, hereinafter referred to as "Property" and more fully described in Exhibit "A" attached hereto, and;

WHEREAS. Developer is in the process of developing the Property into a residential community which will contain approximately 476 residential dwelling units and 100,000 to 160,000 square feet of commercial development when completed, and:

WHEREAS, Utility is engaged in the business of furnishing water service to the public in the interconnected Clermont 1. Amber Hills, and Lake Ridge system which service territory as authorized by its Certificate of Public Convenience and Necessity encompasses the property, and;

WHEREAS, Developer desires Utility to provide water service within the property and Utility desires to provide water service to the Property according to the terms and conditions of this Agreement.

WHEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

#### ARTICLE I

# REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer represents and warrants:

- a. That Developer is the owner of or is duly authorized to act on behalf of the owners of the Property, and;
- b. That Developer will cooperate fully with the Utility in any and all applications or petitions to public authorities deemed necessary or desirable by Utility in connection with the construction and installation of the water utility system contemplated by this Agreement.
- c. That Developer will cooperate fully with the Utility in conveying to the Utility or provide by recorded subdivision plats such easements or rights-of-way as the Utility may reasonably require for the Utility's performance of its obligations under this Agreement, provided however, such easements or rights-of-way will not unreasonably interfere with the intended development of the Property. Any such plats, conveyances or licenses will be in form satisfactory to the Utility's legal counsel.
- d. Anything in this Agreement notwithstanding, there will be no elevated water storage on the Property.



e. Upon receipt of a properly executed copy of this Agreement, Developer will pay to Utility the non-refundable sum of Two Thousand and 00/100 Dollars (\$2,000.00) to partially defray Utility's legal costs.

# ARTICLE II

# CONSTRUCTION AND INSTALLATION OF WATER DISTRIBUTION

## FACILITIES BY DEVELOPER

- 1. The Developer hereby agrees to construct and install, at its sole cost and expense, the complete central water distribution facilities (hereinafter referred to as "Facilities") throughout the Property, including but not limited to water mains, valves, services, hydrants, curb stops, meters and other facilities as are reasonably required to provide adequate water utility service (in accordancewith applicable governmental standards) to all residential and/or commercial units to be constructed within the Property. Prior to the commencement of water utility service to the Property, Developer shall be responsible for securing all appropriate easements, constructing and installing, at Developers sole cost and expense, approximately 1,200 feet of ten-inch diameter water supply main interconnecting the Facilities with Utility's existing Clermont water plant number 1 and approximately 3,600 feet of ten-inch diameter water supply main interconnecting the Facilities with Utility's existing Lake Ridge and Amberhill water plants.
- 2. Utility, at its sole option, may require Developer to install the aforementioned 1,200 and 3,600 foot sections of water supply main utilizing a larger diameter main size. Should Utility elect to require Developer to install water supply main larger than ten inches in diameter, the incremental difference in cost associated with installing water supply mains larger than ten inches in diameter shall be borne solely by Utility.
- 3. The Facilities to be constructed by Developer pursuant to Paragraph 1 of this Article II may be installed in phases over a period of time, and when installed, will meet the reasonable needs of water utility customers within the Property. All plans, specifications and construction shall be in accordance with applicable standards, requirements, rules and regulations of agencies of the State of Florida, as well as all local or municipal authorities.
- 4. All materials used shall be new, first-class, and suitable for the uses made thereof, and similar to that used by other utilities in Lake County.
- 5. Developer guarantees all construction, materials, workmanship and the trouble-free operation of the Facilities for twelve (12) months after completion of each phase or section.
- 6. Developer shall save and hold Utility harmless from and against all suits or claims that may be based upon any injury to any person or property that may occur in the course of the performance of the construction of the Facilities by Developer or by anyone acting on Developer's behalf, or under Developer's supervision and control, including but not limited to, claims made by employees of Developer, and Developer shall, at its own cost and expense, pay all costs and other expenses arising therefrom, or incurred in connection therewith, including reasonable attorneys' fees.
- 7. All of the Facilities installed by Developer pursuant to this Agreement shall become the property of Utility as installed. Developer shall execute all conveyances, licenses and other documents reasonably requested by Utility as necessary or desirable in Utility's opinion to ensure Utility's ownership of, ready access to, and operation of the Facilities. Developer shall furnish utility with lien waivers and original cost invoices in a form satisfactory to utility's counsel from Developer and from all suppliers, subcontractors and all others who furnish labor, equipment, materials, rentals, or who perform any services in connection with the Facilities construction herein.



- 8. Developer shall, prior to the transfer to Utility of the Facilities, grant permanent, assignable easements satisfactory to Utility, authorizing Utility to own, operate and maintain the Facilities and providing reasonably adequate rights of access and working space for such purposes. Developer shall also execute additional conveyances reasonably requested by Utility as necessary to allow Utility access within the Property to extend and interconnect the Facilities to other developments outside the property, so long as such additional requested conveyances do not unreasonably interfere with Developer's intended development of its property.
- 9. Developer shall, upon transfer to Utility of the Facilities, provide to Utility operating manuals, permits, as-built drawings and all other information reasonably required to operate, maintain and repair the Facilities.

# ARTICLE III

# TAP FEES

- 1. The parties to this Agreement acknowledge there is a pending lawsuit in the fifth District Court of Appeals for the State of Florida between Utility and the City of Clermont, Florida, concerning the right to provide service to a parcel of real estate located south and in the proximity of the Property. The parties hereto further acknowledge that Developer has considered the possibility of annexing to the City of Clermont, Florida. In the event Utility is successful in the pending lawsuit, the parties hereto will proceed in accordance with the terms of this Agreement. In the event the City of Clermont, Florida is successful in said lawsuit, the Developer shall have a sixty-day option to be exercised by written notice to either (a) cancel this Agreement, and in such event, the parties shall have no further obligation hereunder, or; (b) within said sixty days, notify Utility they wish to proceed with the terms of this Agreement. In the event Developer exercises the option to obtain potable water service from the City of Clermont, the Utility warrants that it will not attempt to block or interfere with the obtaining of such service from the City of Clermont.
- 2. Along with the notification they wish to proceed, Developer shall deliver the sum of Sixty-Eight Thousand and 00/100 Dollars (\$68,000.00) (the "Deposit") to the Utility. The Deposit shall be non-refundable except for the Utility's failure to make available the necessary water utility capacity. Upon receipt of the payment, Utility agrees to reserve water utility capacity for residential lots within the property, as well as credit the collection of tap-on fees for the first Fifty (50) residential dwelling units within the property.
- 3. Thereafter, on each yearly anniversary of the first payment, the Developer shall pay an additional Seventy Thousand and 00/100 Dollars (\$70,000.00) for the purchase of Fifty (50) equivalent residential connections (ERCs) or such number of ERCs as Utility will allow at a equal price per ERC. Upon One Hundred Twenty (120) days written notice from Developer to Utility, Developer shall have the option to purchase additional ERCs at any time. Yearly payments shall continue until such time as a sufficient number of ERCs has been purchased to enable service to be provided to the lesser of 476 residential dwelling units or such number of units as may exist in the planned development as revised.
- 4. Concerning service for the commercial property, Utility agrees that upon receipt of written notice and payment for a sufficient number of ERC's. One Hundred Fifty (150) days in advance, service to the commercial property shall be paid for and available as needed. The commercial property service shall make available adequate fire flow acceptable to all applicable government agencies.
- 5. Notwithstanding anything herein to the contrary, upon payment of the amounts specified hereinabove, Developer shall not be required to pay any other charge in consideration of the Utility making water utility capacity available to Developer, provided that this shall not apply to normal monthly fees for water service.



# ARTICLE IV

# UTILITY SERVICE, RATES AND CHARGES

- 1. Upon payment of the amounts specified in Article III herein, installation of the Facilities and completion of the interconnections. Utility agrees to supply all customers within the Property with adequate and customary water service, and to operate, maintain and repair all Facilities as indicated herein after acceptance by Utility and issuance of operational approvals by all regulatory authorities.
- 2. Water usage charge shall be rendered by Utility in accordance with Utility's rates, rules and regulations and conditions of service from time to time on file with the Commission and then in effect. In consideration of Developer's obligations and contributions under this Agreement, Utility agrees not to charge or collect or seek to establish guaranteed revenue fees for any undeveloped lots.

# ARTICLE V

#### GENERAL

- 1. This Agreement is intended to be performed in the State of Florida and shall be governed by the laws of the State of Florida. In the event of any litigation hereunder, the parties hereto agree that venue shall be Lake County, Florida.
- 2. Except as provided for in this Agreement, neither party to this Agreement shall be liable to the other for failure, default or delay in performing any of its obligation hereunder, if such failure, default or delay is caused by strikes or other labor problems, by forces of nature, unavoidable accident, fire, acts of the public enemy, interference by civil authorities, acts or failure to act, decisions or orders or regulations of any governmental or military body or agency, office or commission, delays in receipt of materials, or any other cause, whether of similar or dissimilar nature, not within the control of the party affected and by which, by the exercise of due diligence such party is unable to prevent or overcome, except as otherwise provided for herein. Should any of the foregoing events occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.
- 3. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
- 4. Utility agrees to indemnify Developer, its successors and assigns, and hold Developer harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Utility under this Agreement; Developer agrees to indemnify Utility, its successors and assigns, and hold it and them harmless against any loss, damage, liability, expense or cost of Utility, accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Developer under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Utility by Developer.
- 5. This Agreement sets forth the complete understanding between Developer and Utility, and any amendments hereto to be effective must be made in writing.
- 6. Notices and correspondence required hereunder shall be given to Developer and to Utility at the following addresses, or at any other addresses designated in writing by either party subsequent to the date hereof:



If to Utility:

Lake Utility Services, Inc.

2335 Sanders Road

Northbrook, Illinois 60062 Attn: Mr. James L. Camaren

Chairman & C.E.O

If to Developer:

Altamonte Development Corporation 2909 W. State Road 434, Suite 121-131

Longwood, Florida 32779

Attn: Barry S. Goodman, President

Delivery, when made by registered or certified mail, shall be deemed complete upon mailing.

- 8 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 9. The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.
- 10. If this Agreement is not executed prior to November 14, 1998, then the terms and conditions contained herein will be waived, with no further obligations or responsibilities to either party.
- 11. As it pertains to this Agreement, Utility shall abide by and comply with all applicable rules and regulations of the Florida Public Service Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Lake Utility Services, Inc.

By: Conc

Chairman & Chief Executive Officer

ATTEST:

Altamonte

byvelopment Corporation

By:

Barry S. Goodman, President-

# WATER UTILITY AGREEMENT THE LEGENDS DEVELOPMENT LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this 32 day of Celober, 1999 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Lennar Homes, a Florida corporation (hereinafter referred to as the "Owner").

#### WITNESSETH

WHEREAS, Owner has an agreement to acquire approximately 500 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 725 residential building lots and four and one half acres of commercial property, including a 9,000 square foot club house and a 6,000 square foot pro shop, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter. Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any unearned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided becounder shall meet the current standards or requirements, as the case may be, of all state, local,

and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC). Owner hereby agrees to contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this Agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. Said contribution shall bereinafter be referred to as the "Connection Contribution." The Connection Contributions shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (3) meter installation fees

as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in "Exhibit B" attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.

- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
- 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to

provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utility.
- 8. WELL SITE. Owner shall convey, by recorded deed, to Utility one (1) parcel of land as depicted at Exhibit "C" suitable for use as a well site in compliance with Florida Department of Environmental Protection rules including a 200 foot pollution free radius, at no cost or expense to Utility. Said well site shall be capable of yielding water of acceptable quality for use in supplying potable water to the Development. Title to real estate shall be conveyed by General Warranty Deed in fee simple, free and clear of all liens and encumbrances, together with a title insurance policy containing only those exceptions which are acceptable to Utility in an amount not less than \$5,000 for each parcel. Owner shall grant easements of ingress and egress and for the installation and

maintenance of utility lines for the well site parcel at no cost or expense to Utility. Construction of wells on aforementioned parcel will be at Utility's sole cost and expense.

9. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated nonexclusive utility easements as may be reasonable and necessarily required for the purpose of

serving the Property, or portions thereof, with the water service to be provided hereunder.

10. SALE TO GOVERNMENTAL ENTITY. In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

be relieved of all further obligations hereunder.

2335 Sanders Road Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Owner: Lennar Homes

1110 Douglas Avenue

Suite 2040

Altamonte Springs, FL 32714 Attn: Robert Ahrens, Vice President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

# 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto including the current owners of the Property, and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

y: \_\_\_\_\_ Cmaren, Chairman & CEO

ATTEST:

Lennar Homps

. (

ATTEST:

# Preliminary Construction Cost Estimate For Off-Site Facilities Exhibit B

ltem <u>No</u> .	Item Description	Unit Quantity	Estimated Quantity	Unit Price (\$)	Estimated Cost (S)
1	Fittings	LS	1	36,300,00	36,300
2	16" Gate Valve & Box, M.J.	EA	5	4,920.00	24,600
3	12" Gate Valve, FLG	EA	3	1,250.00	3,750
4	10" Butterfly Valve, FLG	EA	5	790.00	3,950
5	8" Check Valve, FLG	EA	4	1,635.00	6,540
6	8" Gate Valve, FLG	EA	7	650.00	4,550
7	8" Pressure Reducing Valve, FLG	EA	1	3,790.00	3,790
8	4" Pressure Reducing Valve	EA	1	1,440.00	1,440
9	4" Gate Valve, FLG	EA	2	350.00	700
10	1" Air Release Valve	EA	1	530,00	530
11	Support Slabs	Sq. Ft.	250	1.90	475
12	18" D.L. Pipe	ĹF	18	41.00	738
13	16" D.I. Pipe	LF	36	35.00	1,260
14	16" PVC Pipe	LF	20	27.00	540
15	12" D.I. Pipe	LF	18	22.00	396
16	10" D.I. Pipe	LF	36	17.00	612
17	8" D.I. Pipe	LF	18	13.00	234
18	4" D.I. Pipe	LF	18	9.00	162
				Subtotal	90,567
		Add 5% Mobili		4.528	
			6 Contingency	9.057	
			Total Constru	etion Estimate	104.152

#### PARCEL 1

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 51, 52, 61 AND 62 OF MONTE VISTA PARK FARMS.

TRACT 60, MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OTHERWISE DESCRIBED AS TRACT 53, IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OF MONTE VISTA PARK FARMS, FILED FEBRUARY 13, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

#### PARCEL 2:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, HANGE 26 EAST, ALSO DESCRIBED AS TRACTS 49, 50, 63 AND 64, MONTE VISTA PARK FARMS, AS PER PLAT THEREOF HICORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA.

ALSO: THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE RIGHT-OF-WAY OF FEDERAL HIGHWAY NUMBER 19.

#### PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE WEST LINE OF FEDERAL HIGHWAY NO. 27 AND LYING NORTH OF THE CENTER LINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY EAST AND WEST THROUGH SAID SECTION 9 WEST OF FEDERAL HIGHWAY NO. 27.

ALSO: THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE PART THEREOF LYING WEST OF THE CENTER LINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY NORTH AND SOUTH THROUGH SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8.

#### PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 FAST LYING WEST OF THE WEST LINE OF FEDERAL HIGHWAY NO. 27 AND LYING SOUTH OF THE CENTERLINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY EAST AND WEST THROUGH SAID SECTION 9 WEST OF FEDERAL HIGHWAY NO. 27.

#### PARCEL 5:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACT 18 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

AND: THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 1, 2, 3, 14, 15 AND 16 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA. LYING WEST OF THE CENTER LINE OF THE PAVED ROAD RUNNING GENERALLY NORTH AND SOUTH THROUGH THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4. ALSO DESCRIBED AS TRACT 4 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA. AND LESS THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE CIRCUIT COURT. AND FOR LAKE COUNTY, FLORIDA. AND LESS THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE CIRCUIT COURT. AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

#### PARCEL 6:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST. ALSO DESCRIBED AS TRACT 4 OF THE MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACT 13 OF MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

AND: THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST. ALSO DESCRIBED AS TRACT 19 OF MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

# PARCEL 7:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE

SOUTHEAST 1/4 OF SOUTHWEST 1/4 ALL IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND BEING FURTHER DESCRIBED AS TRACTS 55, 56, 57, 58 AND 59 IN SECTION 5, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS AS FILED ON FEBRUARY 13, 1914, IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

#### PARCEL 8:

TRACTS 5, 6, 7, 8, 12, 20 AND 21 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OF PLAT OF MONTE VISTA PARK FARMS, FILED FOR RECORD ON FEBRUARY 13, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: SAID TRACTS 5, 6, 7, AND 8 BEING OTHERWISE DESCRIBED AS THE NORTHWEST 1/4 OF SAID SECTION 8 SAID TRACT 12 BEING OTHERWISE DESCRIBED AS THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8 AND SAID TRACT 20 BEING OTHERWISE DESCRIBED AS THE NORTHWEST 1/4 OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 8 AND SAID TRACT 21 BEING OTHERWISE DESCRIBED AS THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8.

IN TOWNSHIP 23 SOUTH, RANGE 26 EAST (LESS ROAD RIGHTS-OF-WAY).

#### PARCEL 9:

LOTS 17 AND 32 OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. ALSO DESCRIBED AS THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 23 EAST.

# <u>UTILITY AGREEMENT</u> <u>HOLLY HILL GROVES</u> <u>LAKE COUNTY, FLORIDA</u>

THIS UTILITY AGREEMENT dated thisday of1999 by and
between LAKE GROVES UTILITIES, a Florida corporation (hereinafter referred to as "Utilities"),
and THE GREATER CONSTRUCTION CORPORATION, a Florida corporation (hereinafter
referred to as the "Developer").

# WITNESSETH

WHEREAS, Developer is the contract purchaser of approximately 300 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 600 residential building lots requiring water and sewer service (hereinafter referred to as the ("Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Developer as described hereafter, Developer and Utilities agree as follows:

L. EXCLUSIVE SERVICE TO THE PROPERTY. Developer hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Developer further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that Lake County lawfully refuses to allow the Developer to proceed with developing the Property into the Development because of the provisions of this Agreement, the Developer may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Developer shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Developer; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water and sewer service for any reason. Utilities shall have no liability to Developer whatsoever except that Utilities shall be obligated to return, without interest, any uncarned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Developer, and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Developer

shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Developer hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Developer to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in eash or eashier's check, or other funds acceptable to Utilities, at the time Developer requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Developer is not in default under this Contract, Utilities will accommodate Developer, upon, request, by furnishing Developer with a letter to addressees designated by Developer stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Developer be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Developer only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any

other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3 (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Developer at no cost to Utilities; provided, however, the amount of land for treated effluent returned to and disposed of on the Property at such sites shall not be less than that amount needed to dispose of the amount of effluent equal to the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Developer requests service hereunder. At the time, and from time to time, when Developer requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Developer shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development.

or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Developer's cost and expense; provided, however, Utilities, at its option, may require Developer to construct such additional Off-Site Improvements, at Developer's cost and expense, in which case Developer shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing. Utilities agrees that in those instances where the Developer pays for more than its prorata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Developer up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Developer on request, and all applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Developer agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
  - A. The On-Site Facilities shall be constructed and installed by Developer only

after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Developer desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection. Developer shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall the free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Developer is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Developer. In addition, Utilities shall not be obligated to make any connections until Utilities has received the

Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for onsite water, reclaimed water and sewer facilities and line extensions shall be paid in full by Developer prior to the transfer to Utilities. By conveyance of the On Site Facilities, Developer shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Developer will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. The current Federal income tax laws do not treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities. However, if there is a change in the law which makes any of these items taxable to Utilities, then the provision of this paragraph shall apply. In the event of such change in the law, then, at the time that Developer shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Developer shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Developer shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash

paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Developer shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities. Utilities shall advise Developer of the amount of the CIAC Tax Impact due Utilities from Developer hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Developer for capacity reserved but not being used by an active customer. Developer shall begin paying guaranteed revenue charges at the time Developer shall request. Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Developer shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Developer shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Developer's rights under this Agreement. The record Developer of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold

harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

- 8. WATER METERS It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Developer prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof I with the water and sewer service to be provided hereunder.
- 10. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities:

LAKE GROVES UTILITIES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Developer:

THE GREATER CONSTRUCTION CORPORATION

1105 Kensington Park Drive Altamonte Springs, FL 32714

Attn.: Charles W. Gregg, P. E., President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

# 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

	LAKE GROVES UTILITIES, INC.
	By:
ATTEST:	
	THE GREATER CONSTRUCTION CORP
	By: Charles W. Gregg President
ATTEST:	

GL3.1C	ACCOUN	NT INQUIRY -	TRANSACTION	DETAIL	
089*0636*3335045		AC(	CT TYPE: A	BEG BAL:	186,739.6
089*0636*3335045			STATUS: A		196,559.60
SERVICE LINES			PERIOD: 09(S	SEP) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE-	COMMENT		DEBIT	CREDI
089*0636*3315043	1	LEGENDS	PH V	37,310.00	
089*0636*3335045	2	LEGENDS	PH V	9,820.00	
089*0636*3355048	3	LEGENDS	PH V	<b>√</b> 9,250.00	
089*0636*2711043	4	LEGENDS	PH V		37,310.00
089*0636*2711045	5	LEGENDS	PH V		9,820.00
089*0636*2711048	6	LEGENDS	PH V		<b>1</b> 9,250.00
ACTION	X –E X I T	S(nn)-SCAN	P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
Enter action.				H IS FROM THE ARCH	

# WATER UTILITY AGREEMENT THE LEGENDS DEVELOPMENT LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this 220 day of <u>Celober</u>, 1999 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Lennar Homes, a Florida corporation (hereinafter referred to as the "Owner").

#### WITNESSETH

WHEREAS, Owner has an agreement to acquire approximately 500 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 725 residential building lots and four and one half acres of commercial property, including a 9,000 square foot club house and a 6,000 square foot pro shop, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS. Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter. Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements bereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obtigated to return, without interest, any uncarned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local,

and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC). Owner hereby agrees to contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this Agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contributions shall be paid by Owner to Utility in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3. (2) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (3) meter installation fees

as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

- 3. OFF-SITE IMPROVEMENTS. In order to provide water service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utility, at its sole discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in "Exhibit B" attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to provide the service to the Development hereunder, Owner shall be responsible for constructing, at Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utility and in accordance with all requirements of Utility's standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.
- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.

- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever. Utility shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
- 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to

provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer, provided, the failure of an active customer to pay sums due Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utility.
- 8. WELL SITE. Owner shall convey, by recorded deed, to Utility one (1) parcel of land as depicted at Exhibit "C" suitable for use as a well site in compliance with Florida Department of Environmental Protection rules including a 200 foot pollution free radius, at no cost or expense to Utility. Said well site shall be capable of yielding water of acceptable quality for use in supplying potable water to the Development. Title to real estate shall be conveyed by General Warranty Deed in fee simple, free and clear of all liens and encumbrances, together with a title insurance policy containing only those exceptions which are acceptable to Utility in an amount not less than \$5,000 for each parcel. Owner shall grant easements of ingress and egress and for the installation and

maintenance of utility lines for the well site parcel at no cost or expense to Utility. Construction of wells on aforementioned parcel will be at Utility's sole cost and expense.

9. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated nonexclusive utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

10. SALE TO GOVERNMENTAL ENTITY. In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Owner: Lennar Homes

1110 Douglas Avenue

Suite 2040

Altamonte Springs, FL 32714 Attn: Robert Ahrens, Vice President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

## MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto including the current owners of the Property, and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

y: Coran & CEO

ATTEST:

Lennar Homps

ATTEST:

## Preliminary Construction Cost Estimate For Off-Site Facilities Exhibit B

Item No.	Item Description	Unit Quantity	Estimated Quantity	Unit Price (\$)	Estimated Cost (S)
1	Fittings	LS	I	36,300.00	36,300
2	16" Gate Valve & Box, M.J.	EA	5	4.920.00	24,600
3	12" Gate Valve, FLG	EA	3	1,250.00	3,750
4	10" Butterfly Valve, FLG	EA	5	790.00	3,950
5	8" Check Valve, FLG	EA	4	1,635.00	6,540
6 7	8" Gate Valve, FLG	EA	7	650.00	4,550
	8" Pressure Reducing Valve, FLG	EA	1	3,790.00	3,790
8	4" Pressure Reducing Valve	EA	1	1,440.00	1,440
9	4" Gate Valve, FLG	EA	2	350.00	700
10	1" Air Release Valve	EA	l	530.00	530
11	Support Slabs	Sq. Ft.	250	1.90	475
12	18" D.I. Pipe	ĹF	18	41.00	738
1.3	16" D.I. Pipe	LF	36	35.00	1,260
14	16" PVC Pipe	LF	20	27.00	540
15	12" D.I. Pipe	LF	18	22.00	396
16	10" D.I. Pipe	LF	36	17.00	612
17	8" D.I. Pipe	LF	18	13.00	234
18	4" D.I. Pipe	LF	18	9.00	162
	•			Subtotal	90,567
		Add 5% Mobilization and General Requirements			4.528
			6 Contingency	9.057	
			104.152		

#### PARCEL 1

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 51, 52, 61 AND 62 OF MONTE VISTA PARK FARMS.

TRACT 60, MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OTHERWISE DESCRIBED AS TRACT 53, IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OF MONTE VISTA PARK FARMS, FILED FEBRUARY 13, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

#### PARCEL 2:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 49, 50, 63 AND 64, MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA.

ALSO: THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE RIGHT-OF-WAY OF FEDERAL HIGHWAY NUMBER 19.

#### PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WEST OF THE WEST LINE OF FEDERAL HIGHWAY NO. 27 AND LYING NORTH OF THE CENTER LINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY EAST AND WEST THROUGH SAID SECTION 9 WEST OF FEDERAL HIGHWAY NO. 27.

ALSO: THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE PART THEREOF LYING WEST OF THE CENTER LINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY NORTH AND SOUTH THROUGH SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8.

#### PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 FAST LYING WEST OF THE WEST LINE OF FEDERAL HIGHWAY NO. 27 AND LYING SOUTH OF THE CENTERLINE OF THE PAVED PRIVATE ROAD RUNNING GENERALLY EAST AND WEST THROUGH SAID SECTION 9 WEST OF FEDERAL HIGHWAY NO. 27.

#### PARCEL 5:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHFAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACT 18 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

AND: THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACTS 1, 2, 3, 14, 15 AND 16 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA. LYING WEST OF THE CENTER LINE OF THE PAVED ROAD RUNNING GENERALLY NORTH AND SOUTH THROUGH THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4. ALSO DESCRIBED AS TRACT 4 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA. AND LESS THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA. AND LESS THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST ALSO DESCRIBED AS TRACT 13 OF MONTE VISTA PARK FARMS, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

#### PARCEL 6:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST. ALSO DESCRIBED AS TRACT 4 OF THE MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO DESCRIBED AS TRACT 13 OF MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

AND: THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST. ALSO DESCRIBED AS TRACT 19 OF MONTE VISTA PARK FARMS AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. IN AND FOR LAKE COUNTY, FLORIDA.

#### PARCEL 7:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE

SOUTHEAST 1/4 OF SOUTHWEST 1/4 ALL IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND BEING FURTHER DESCRIBED AS TRACTS 55, 56, 57, 58 AND 59 IN SECTION 5, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS AS FILED ON FEBRUARY 13, 1914, IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

#### PARCEL 8:

TRACTS 5, 6, 7, 8, 12, 20 AND 21 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE MAP OF PLAT OF MONTE VISTA PARK FARMS, FILED FOR RECORD ON FEBRUARY 13, 1914, AND RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: SAID TRACTS 5, 6, 7, AND 8 BEING OTHERWISE DESCRIBED AS THE NORTHWEST 1/4 OF SAID SECTION 8 SAID TRACT 12 BEING OTHERWISE DESCRIBED AS THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8 AND SAID TRACT 20 BEING OTHERWISE DESCRIBED AS THE NORTHWEST 1/4 OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 8 AND SAID TRACT 21 BEING OTHERWISE DESCRIBED AS THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8.

IN TOWNSHIP 23 SOUTH, RANGE 26 EAST (LESS ROAD RIGHTS-OF-WAY).

#### PARCEL 9:

LOTS 17 AND 32 OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. ALSO DESCRIBED AS THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 23 EAST.

GL3.1C	ACCOUN	T INQUIRY — TRANSACTION DE	TAIL	
089*0631*3335045		ACCT TYPE: A	BEG BAL:	39,823.8
089*0631*3335045		STATUS: A	END BAL:	48,498.8
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089*0631*2711043	2	BENT TREE PH 2		73,068.00
089*0631*2711048	3	BENT TREE PH 2		<b>√</b> 3,750.00
089*0631*3355048	4	BENT TREE PH 2	<b>√</b> 3,750.00	
089*0631*3315043	5	BENT TREE PH 2	73,068.00	
089*0631*3335045	6	BENT TREE PH 2	8,675.00	
089*0675*3612010	7	TRADDS LANDING PH 2	36,668.00	
089*0675*3602006	8	TRADDS LANDING PH 2	24,542.00	
089*0675*3542011	9	TRADDS LANDING PH 2	79,523.00	
089*0675*3612008	10	TRADDS LANDING PH 2	84,371.78	
089*0675*2721098	11	TRADDS LANDING PH 2		36,668.00
089*0675*2721006	12	TRADDS LANDING PH 2		24,542.00
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089*0631*3335045		STATUS: A	END BAL:	48,498.82
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089*0636*2711045	15	TRADDS LANDING PH 2		<sup>1</sup> 13,056.00
089*0636*2711043	16	TRADDS LANDING PH 2		78,230.47
089*0636*2711048	17	TRADDS LANDING PH 2		21,629.00
089*0636*3355048	18	TRADDS LANDING PH 2	<b>√</b> 13,056.00	
089*0636*3315043	19	TRADDS LANDING PH 2	78,230.47	
089*0636*3335045	20	TRADDS LANDING PH 2	21,629.00	
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089*0675*3602006	22	ORANGETREE PH 5	8,110.00	
089*0675*3612008	23	ORANGETREE PH 5	23,471.85	
089*0675*2721098	24	ORANGETREE PH 5		8,920.00
089*0675*2721006	25	ORANGETREE PH 5		8,110.00
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#### WATER UTILITY AGREEMENT

#### Bent Tree LAKE COUNTY, FLORIDA

THIS UTILITY AGREEMENT dated this 17 day of November, 2002 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Banyan Construction & Development, Inc. a Florida corporation (hereinafter referred to as the "Owner").

#### WITNESSETH

WHEREAS, Owner is the owner of approximately 50 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 125 residential building lots, requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS. Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompasses the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Owner as described hereafter, Owner and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any reason, Utility shall have no liability to Owner whatsoever except that Utility shall be obligated to return, without interest, any uncarned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal



governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development within nine (9) months after Owner shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby contribute to Utility for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utility's Water Tariff on file with the Florida Public Service Commission. In addition, Owner agrees to pay (AFPI) or other fees, to Utility, as may be approved by the Florida Public Service Commission as of the date such payment is required by the Utility. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be paid by Owner to Utility in Jump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or twenty five (25) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in eash or eashier's check, or other funds acceptable to Utility, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utility will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph I hereof) and such lump sum Connection Contribution may be used by Utility only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the cost of constructing on-site improvements in accordance with Paragraph 4 hereof, which shall be charged

and paid in accordance with said Paragraph 4, (3) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (4) meter installation fees as described in Paragraph 7 hereof, which will be

charged and paid separately in accordance with said Paragraph 7 hereof.

3. OFF-SITE IMPROVEMENTS, In order to provide water service to the Development,

Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have and clear of all liens and encumbrances whatsoever, By conveyance of the Off-Site Facilities, Utility to ensure Utility's ownership of the Off-Site Facilities, at its sole discretion, and shall be free conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by shall convey the Off-Site Facilities to the Utility, at no cost or expense to the Utility. Such provide to Owner on request, and all applicable governmental and regulatory authorities. Owner and in accordance with all requirements of Utility's standard engineering practices which it shall Improvements shall be constructed in accordance with plans and specifications approved by Utility Improvements with Utility's existing water system at a point as specified by Utility. The Off-Site Owner's sole cost and expense, the Off-Site Improvements and interconnecting the Off-Site provide the service to the Development hereunder, Owner shall be responsible for constructing, at B attached hereto and made a part hereof. As a condition precedent to the Utility's obligation to serve Development. An engineering estimate of the Off-Site Improvements is described in Exhibit to the Development, including all lines, mains, valves, hydrants, and other facilities necessary to discretion, to be necessary to transport water from Utility's plant, which will serve the Development, Improvements") shall be those improvements which are determined by Utility, at its sole certain off-site improvements will be constructed. These off-site improvements (the "Off-Site

facilities within a period of one (1) year from the date of conveyance.

4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and

been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said Off-Site Facilities have been constructed in a good and professional manner, free from all defects, and that Owner will correct and defect occurring or discovered in said

install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to be constructed on the Property to connect the Development to the Off-Site Improvements or the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property, Owner agrees that the construction and installation

of such On-Site Facilities shall be subject to the following:

A. The On-Site Facilities shall be constructed and installed by Owner only after the

approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable

regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utility's water system with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utility such facilities for any reason whatsoever, Utility shall have the option to terminate this Agreement, Notwithstanding the foregoing. Utility shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which the Utility shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utility shall not be obligated to make any connections until Utility has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Owner prior to the transfer to Utility. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.
  - 6. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by

Utility for water service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utility by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utility to provide water service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which Owner pays Connection Contribution and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due to the Utility shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

- 7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a water meter or water meters as Utility should deem to be necessary to serve the Development and the Property. Utility shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utility by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. All water meters so installed shall remain the property of Utility.
- 8. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water service to be provided hereunder.

9. SALE TO GOVERNMENTAL ENTITY. In the event Utility shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's. County's or municipality's control, supervision or direction, Owner agrees that with respect to water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder.

10. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility: Lake Utility Services, Inc.

2335 Sanders Road Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Owner: Banyan Construction & Development, Inc.

301 North U. S. Highway 27, Suite G

Clermont, FL 34711

Attn.: Frank Gammon, Senior Vice President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter.

#### 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

James Camaren, Chairman & CEO

ATTEST:

Swarf Tortiro

Banyan Construction & Development, Inc.

Ву:\_

FILAND GAMMA SOV

ATTEST:

LESLIE B. BOERLINE

### EXHIBIT A

#### DESCRIPTION:

The Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 23 South, Range 26 Hast, also described as Tract 8 in Section 5, Township 23 South, Range 26 East, MONTE VISTA PARK FARMS, according to the plat thereof as recorded in Plat Book 2, Page 27, Public Records of Lake County, Florids; together with portions of vacated roads that lie North and West of said Tract 8 and within the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 23 South, Range 26 East, as vacated in Official Records Book 1278, Page 1500, Public Records of Lake County, Florida.

#### and

The Southwest 1/4 of the Southwest 1/4 of Section 32, Towaship 22 South, Range 26 East, also described as Tracts 55, 56, 57 and 58, LAKE HIGHLANDS COMPANY, according to the plat thereof as recorded in Plat Book 3, Page 24, Public Records of Lake County, Florida; together with portions of vacated roads that lie North of said Tracts 55 and 56, West of said Tracts 55 and 57 and South of said Tracts 57 and 58, and within Section 32, Township 22 South, Range 25 East, as vacated in Official Records Book 790, Page 1978, in Official Records Book 1197, Page 455 and Official Records Book 1278, Page 1500, Public Records of Lake County, Florida.

Containing 48.53 acres, more or less, and being subject to any casements or rights of way of record.

#### EXHIBIT "B"

#### OFF-SITE IMPROVEMENTS

There are no Off-Site Improvements involved in this project.

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93 61972 THIS UTILITY AGREEMENT dated this 4th day of Movember 1993, by and between LAKE GROVES UTILITIES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and DONRIC, INC., a Florida corporation (hereinafter referred to as the "Owner"). **c** :

#### PREMISES

WHEREAS, Owner is the owner of certain tracts of real property situate in Lake County, Florida, described as follows: That part of the Northwest one-quarter (NW 1/4) which lies East of State Road 25 (U.S. Highway 27), and the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4), all in Section 10, Township 24 South, Range 26 East, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, in connection with the Development it will be necessary to obtain adequate water and sewer service; and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are to serve real property in close proximity to the Property; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees 1. and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that at any time,

subsequent to the date hereof, any governmental entity refuses to allow the Owner to proceed with developing the Property into the Development because of the provisions of this Agreement, the Owner may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Owner shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned Connection Contributions or funds paid to Utilities hereunder, and, in such event, either party hereto may terminate this Agreement, except with respect to portions of the Development which are then being served hereunder. Upon the termination of this Agreement, Utilities shall execute and record among the Public Records of Lake County, Florida a termination document stating that the Agreement has been terminated and is of no further force and effect, that it is no longer binding upon or running with the title to the Property, and that the Property is released from this Agreement except for any portion thereof that Utilities shall continue to serve. The parties hereto acknowledge that this Agreement provides for both residential and commercial service to the Development. Utilities further agrees that the water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over such service; provided, however, that Utilities shall not be responsible for any failure to meet or comply with

said standards or requirements to the extent that such shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance from the Owner of any such facilities by Utilities shall not be an admission of, or acceptance of, such responsibility. Utilities hereby agrees to provide water and sewer service to all units in the Development for which a Connection Contribution has been paid to Utilities in accordance with Paragraph 2 hereof within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement. Utilities agrees to use its best efforts to provide such service at a time earlier than said nine (9) months, and will provide such service at the time that the Off-Site Improvements, On-Site Facilities and any needed plant expansions serving such units are complete if such time is earlier than said nine (9) months.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit and each commercial project hereafter constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall herein be referred to as the "Connection Contribution." The Connection Contribution shall be made up of the contributions-in-aid-ofconstruction ("CIAC"), as approved by the Florida Public Service Commission, and the CIAC Tax Impact, as approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. Each lump sum increment for commercial projects shall be for the entire commercial project then being constructed. For the purposes hereof, the commercial project

then being constructed shall be that portion of a commercial project for which the Developer is then requesting that  $0001258\,\mathrm{PAGE}\,1055$ provide sewer and water service, and any other portion of such project that the Developer intends to construct at the same time. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided, however, so long as Owner is not in default under this Contract Utilities will accommodate Owner. upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for CIAC, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The amount of the Connection Contribution shall be the amount approved by the Florida Public Service Commission. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the CIAC Tax Impact on any contributed property as described in Paragraph 6 hereof, which shall be charged and paid in accordance with said Paragraph 6 hereof, (3) the rates and quaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with Paragraph 7 hereof, or (4) meter

installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

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3. OFF-SITE IMPROVEMENTS. In order to provide water and sewer service to the Development, certain off-site improvements will be These off-site improvements (the constructed. "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary, in accordance with good engineering practices, to (1) transport water from Utilities' plant, which will serve the Development, to the Development and (2) to bring sewage from the Development to Utilities' sewer plant which will serve the Development and to return treated effluent from said plant to the Development for disposal, including all lines, mains, lift stations and facilities, and (3) to dispose of such effluent at the disposal sites in the Development. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not exceed the amount of sewage originating from the Development which is being treated by Utilities. The treated effluent returned to the Development shall meet all governmentally imposed standards for quality imposed with respect to treated effluent which is to be disposed of in the manner contemplated herein. Once Utilities begins to return treated effluent to the Development, it will agree to provide sufficient effluent to meet the development's irrigation needs for common area irrigation. The location of the disposal sites to be dedicated by the Owner shall be selected by the Owner and may be moved, from time to time, by the Owner; provided, that all such sites must meet engineering criteria for disposal of effluent approved by Utilities, and that the disposal process shall not be interrupted by their relocation. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from

time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which is the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for Development, or a pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvements which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however, Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense. in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities related to providing service to others. Notwithstanding the foregoing, Utilities agrees that in no instance will the Owner be required to pay for more than the cost of the portion of the capacity in an Off-Site Improvement which is required for the Development, as set forth in sub-sections (a) and (b) above in this Paragraph 3. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

4. ON-SITE FACILITIES. As the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities (the "On-Site Facilities"), including generally all the water and sewer utility

facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site BOOK 1258 PAGE 1058 Improvements or the lines of Utilities, and including specifically, all lines, mains, lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
  - B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the

requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the BOUK  $1258\,$  PAGE  $1059\,$ conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. At the time that Owner shall pay Utilities for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with

Paragraph 5 hereof, Owner shall pay to Utilities, in cash, the CIAC Tax Impact approved by the Florida Public Service Commission with BOOK 1258 PAGE 1060 respect thereto. The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and on the payment of the CIAC Tax Impact itself. The amount currently approved by the Florida Public Service Commission is sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder. Notwithstanding anything to the contrary contained in this paragraph, or in Paragraph 2 hereof, the Owner may defer payment of any CIAC Tax Impact due hereunder until the January 31st of the calendar year following the calendar year in which such CIAC Tax Impact comes due; provided, that the payment of such CIAC Tax Impact is secured in full by an unconditional letter of credit issued to Utilities by a national bank doing business in Orange County, Florida acceptable to Utilities.

7. RATES, CHARGES AND FEES. The rates, charges and fees to be charged by Utilities for water and sewer service to the Owner and to the Development hereafter built on the Property shall be those rates, charges and fees of Utilities which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and

times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

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- 8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within six (6) months from the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area or service is actually rendered hereunder.
- 10. <u>PLATS.</u> All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.
- 11. SALE OF UTILITY SYSTEMS. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to a duly constituted county or municipality, or any

agency or entity under such county's or municipality's control, supervision or direction, or any other governmental agency, Owner agrees that with respect to water and sewer service to the 1062 Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control. In the event Utilities shall hereafter sell the utility systems, or any part thereof, serving the Property, Utilities shall seek to have the purchaser thereof agree to assume and agree to perform all of Utilities' obligations and agreements under this Agreement, including its obligations to provide service without charge with respect to all prepaid Connection Contributions then existing hereunder and, in the absence of an agreement to provide such service without charge, Utilities shall refund to Owner all then existing prepaid Connection Contributions.

- 12. <u>DEFAULT</u>. No party shall be deemed to be in default (the "Defaulting Party") under this Agreement unless such party shall have received a written notice of default from the other party hereto (the "Non-Defaulting Party") which sets forth and describes a default hereunder and such Defaulting Party shall have failed to cure such default within a thirty (30) day period beginning with the delivery of such notice; provided, however, if such default can not be cured within a thirty (30) day period, the Defaulting Party shall not be in default hereunder if it makes a good faith effort to begin to cure such default within said thirty (30) day period and cures such default within a reasonable time thereafter.
- 13. ATTORNEYS' FEES. In the event there is a dispute between the parties hereto with respect to, or arising out of, this Agreement which results in litigation between the parties hereto, the losing party in such litigation shall pay all of the costs and expenses incurred in such litigation by the prevailing party, at both the trial and appellate levels of litigation, including all reasonable attorneys' fees paid by the prevailing party.
- 14. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the

terms hereof, shall be delivered to the parties at the respective addresses: 800 K 1258 PAGE 1063

Utilities:

LAKE GROVES UTILITIES, INC. Post Office Box 3873 Longwood, Florida 32791

With copy to:

JOHN F. LOWNDES, ESQUIRE Lowndes, Drosdick, Doster, Kantor & Reed, P.A. Post Office Box 2809 Orlando, Florida 32802

Owner:

DONRIC, INC. Attn.: D. G. Cloughley P. O. Box 671

Winter Garden, Florida 34777

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein, and such notices shall be deemed to be delivered when so mailed.

15. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

#### 16. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equaling dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
- D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

This Agreement shall be executed in several counterparts each of which if properly executed by both BOOK 1258 PAGE 1064 parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Printed Name

Printed Name

LAKE GROVES UTILITIES, INC.

Robert A. Mandell,

President

Date: /1-4-93

(CORPORATE SEAL

DONRIC, INC.

Name: 400

Title:

Date:

(CORPORATE

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 45 day of Months, 1993 by Robert A. Mandell, President of Lake Groves Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did (not) take an

oath.

Dadda Signature

Typed or Printed Name

Commission No. CC 3/2021-

Commission Expires: 8-30-97

DONNA J. MADDOX MY COMMISSION # CC312025 EXPIRES August 30, 1997 Bonded Thru Troy Fain Risurance, Inc.

BOOK 1258 PAGE 1065

STATE OF FLORIDA COUNTY OF L

The foregoing instrume 20th day of October	ent was acknowledged before me this
as Scanting de/she is pe	of Donric, Inc., on behalf of the ersonally known to me or has produced as identification and did (not) take an
oath.	
	Signature  To Continue
,	Typed or Printed Name
	Commission No



Commission Expires:

# <u>UTILITY AGREEMENT</u> <u>HOLLY HILL GROVES</u> <u>LAKE COUNTY, FLORIDA</u>

#### WITNESSETH

WHEREAS, Developer is the contract purchaser of approximately 300 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 600 residential building lots requiring water and sewer service (hereinafter referred to as the ("Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Developer as described hereafter, Developer and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Developer hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Developer further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that Lake County lawfully refuses to allow the Developer to proceed with developing the Property into the Development because of the provisions of this Agreement, the Developer may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Developer shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Developer; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water and sewer service for any reason. Utilities shall have no liability to Developer whatsoever except that Utilities shall be obligated to return, without interest, any uncarned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Developer, and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Developer

shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Developer hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Developer to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in each or eachier's check, or other funds acceptable to Utilities, at the time Developer requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Developer is not in default under this Contract. Utilities will accommodate Developer, upon, request, by furnishing Developer with a letter to addressees designated by Developer stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Developer be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Developer only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any

other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3 (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines. mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Developer at no cost to Utilities; provided, however, the amount of land for treated effluent returned to and disposed of on the Property at such sites shall not be less than that amount needed to dispose of the amount of effluent equal to the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Developer requests service hereunder. At the time, and from time to time, when Developer requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Developer shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction. Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development,

or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Developer's cost and expense; provided, however, Utilities, at its option, may require Developer to construct such additional Off-Site Improvements, at Developer's cost and expense, in which case Developer shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing. Utilities agrees that in those instances where the Developer pays for more than its prorata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Developer up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Developer on request, and all applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Developer agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
  - A. The On-Site Facilities shall be constructed and installed by Developer only

after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Developer desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Developer shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Developer is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Developer. In addition, Utilities shall not be obligated to make any connections until Utilities has received the

Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for onsite water, reclaimed water and sewer facilities and line extensions shall be paid in full by Developer prior to the transfer to Utilities. By conveyance of the On Site Facilities, Developer shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Developer will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

EACILITIES. The current Federal income tax laws do not treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities. However, if there is a change in the law which makes any of these items taxable to Utilities, then the provision of this paragraph shall apply. In the event of such change in the law, then, at the time that Developer shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Developer shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Developer shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash

paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Developer shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities. Utilities shall advise Developer of the amount of the CIAC Tax Impact due Utilities from Developer hereunder.

RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Developer for capacity reserved but not being used by an active customer. Developer shall begin paying guaranteed revenue charges at the time Developer shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Developer shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Developer shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Developer's rights under this Agreement. The record Developer of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold

harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

- 8. WATER METERS It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Developer prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof 1 with the water and sewer service to be provided hereunder.
- 10. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida. Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities: LAKE GROVES UTILITIES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Developer: THE GREATER CONSTRUCTION CORPORATION

1105 Kensington Park Drive Altamonte Springs, FL 32714

Attn.: Charles W. Gregg, P. E., President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

# 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

	LAKE GROVES UTILITIES, INC.
	By:
ATTEST:	
	THE GREATER CONSTRUCTION CORP
	By: Charles W. Gregg President
ATTEST:	

### AccuTerm Screen Print - GLAP (1) 11:23:55 AM 02 Sep 2008

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R0000 Journal: 089\*MISC.JE.A Batch: 12 - THIS BATCH IS FROM THE ARCHIVE FILE!

## WATER\_UTILITY\_AGREEMENT LAKE\_COUNTY,\_FLORIDA

THIS UTILITY AGREEMENT dated this 13 day of August, 2003 by and between Lake Utility Services, Inc., a Florida corporation (hereinafter referred to as "Utility"), and Celebration of Praise, Church of God, a Florida corporation (hereinafter referred to as "Developer").

### WITNESSETH

WHEREAS, Developer is the owner of approximately 52.33 acres of real property situated in Lake County, Florida, described with particularity in "Exhibit A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of a church, Christian education center, residential and recreational facilities requiring water service (hereinafter referred to as the ("Development"); and

WHEREAS, Utility is the owner and operator of water production and distribution facilities within its certificated service area which encompass the Property; and

WHEREAS, Utility has agreed to make its water service available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utility and the sums to be paid to Utility by Developer as described hereafter, Developer and Utility agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Developer hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utility's water facilities, and Developer further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make water available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utility agrees that such services shall be made available through Utility's facilities which Utility has or intends to construct, and through the facilities to be constructed by Developer; provided, however, that if Utility is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water service for any teason. Utility shall have no liability to Developer whatsoever except that Utility shall be obligated to return, without interest, any uncarned contributed funds paid to Utility hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utility further agrees that the water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all

state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Developer; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water service to the Development after Developer shall make a written request for such service to Utility, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC). Developer hereby agrees to contribute to Utility for aid in construction of plant facilities for each unit constructed on the Property, the amount currently approved by the Florida Public Service Commission as of the date of this agreement and contained in Utifity's Water Tariff on file with the Florida Public Service Commission, Said contribution shall hereinafter be referred to as the "Connection Contribution," The Connection Contributions shall be paid by Developer to Utility in full, at the time that Developer requests service hereunder for the project to be served. Utility shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to the Development unless the Connection Contribution has been paid for the Development subject to such advice; provided however, so long as Developer is not in default under this Agreement, Utility will accommodate Developer, upon request, by furnishing Developer with a letter to addressees designated by Developer stating that upon payment required for Connection Contribution, Utility will furnish water service to the Development or a portion thereof. Under no circumstances shall Developer be entitled to any return of all, or any part of, any lump sum paid for Connection Contribution as described in this Paragraph 2 (unless Utility shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Utility only with respect to the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utility, but not in lieu of the following: (A) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (B) the rates and guaranteed revenue charges described in Paragraph 6 hereof, which shall be charged and paid separately in accordance with paragraph 6 hereof, and (C) meter installation fees as described in Paragraph 7 hereof, which will be charged and paid separately in accordance with said Paragraph 7 hereof.

3. OFF-SITE IMPROVEMENTS, In order to provide water service to the Development, certain off-site improvements have been constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which were determined by Utility, at its sole

discretion, to be necessary to transport water from Utility's plant, which will serve the Development, to the Development, including all lines, mains, valves, hydrants and other facilities necessary to serve Development. An engineering estimate of the Off-Site Improvements is described in "Exhibit B" attached hereto and made a part hereof. The Off-Site Improvements shall be constructed by Utility and in accordance with all requirements of Utility's standard engineering practices and aff applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary on-site water facilities (the "On-Site Facilities"), including generally all the water facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or to the lines of Utility, and including specifically, all lines, mains, hydrants and service connections to serve the Development to be constructed on the Property. Developer agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Developer only after the approval of the plans and specifications therefor by Utility. The plans and specifications shall be in accordance with the requirements of Utility's standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utility, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utility shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utility shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Developer desires to connect the On-Site Facilities constructed by it to Utility's water, and as a condition precedent to the right to make such connection, Developer shall convey to Utility, at no cost to Utility, the On-Site Facilities as Utility shall require. Developer shall also provide two separate recorded utility easements, one running along the full length of the south boundary and one running the full length of the north boundary of the Property of sufficient size for Utility to install a ten-inch water main. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utility to ensure Utility's ownership of the On-Site Facilities, at its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utility's systems without said conveyance, the requirement to convey said facilities to Utility shall not be waived and Utility may thereafter, at any time, require the conveyance of such

or any pornon or me On-Sue tractities which are not in a public right-of-way and do not have adequate access casements to allow proper maintenance, and which it shall, at its sole discretion, decide to leave as the property of, and the responsibility of, Developer. In addition, Utility shall not be obligated to make any connections until Utility has received the fingineer's certification that all construction has been performed in substantial conformance with the engineering plans, that all tests required by the Engineer and by Utility have been satisfactorily performed, and necessary approvads for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for On-Site Facilities and line extensions shall be paid in full by Developer prior to the transfer to Utility. By conveyance of the On-Site Facilities, Developer shall be deemed to have represented and warranted to Utility (1) that all costs therefor have been paid in full and that Utility will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Developer will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. RATES AND CHARGES. The rates to be charged by Utility for water service to the Development hereafter built on the Property shall be those rates and charges made by Utility to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a cuttent basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utility to such customer; provided, the failure of an active customer to pay sums due Utility shall not affect Developer's rights under this Agreement. The record Developer of the lot, project or living unit being served by Utility, as the case may be, shall be responsible for and shall save and hold harmless. Utility for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water system, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's Property and rate changes shall be exclusively within the discretion and control of Utility.

7. WATER METERS. It is hereby agreed by the parties hereto that Utility shall install a

water meter or water meters as Utility should deem to be necessary to serve the Development and

the Property. Utility shall have the right to designate the number, type, quality and size of said

meter or meters. The cost for said water meter or water meters and the labor charges associated

with its installation shall be paid to Utility by Developer prior to installation of each such meter at

the rate from time to time approved by the Florida Public Service Commission or any other

governmental regulatory body from time to time having jurisdiction over such matters. Said sum-

shall be due and payable prior to the time of installation of said meter or meters. All water meters

so installed shall remain the property of Utility.

8. PLATS. All plats of the Property, or portions thereof, filed among the Public Records

of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility

easements as may be reasonable and necessarily required for the purpose of serving the Property,

or portions thereof, with the water service to be provided hereunder.

9. SALE TO GOVERNMENTAL ENTITY. In the event Utility shall hereafter sell the

utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a

duly constituted municipality, or any agency or entity under such State's, County or municipality's

control, supervision or direction, Developer agrees that with respect to water service to the Property,

the rules and regulations of such purchaser, and not the provisions of this contract, shall control,

and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further

obligations bereunder.

10. NOTICES. Payments required to be made under the terms hereof and notices

permitted, or required to be made under the terms hereof, shall be delivered to the parties at the

respective addresses:

Utility:

Lake Utility Services, Inc. 2335 Sanders Road

Northbrook, IL 60062

Attn: James L. Camaren, Chairman & CEO

Developer:

Celebration of Praise, Church of God

800 N. U.S. Hwy 27, Suite 1

Clermout, FL 34711

Attn.: Mr. William Todd, Trustee

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

11. TERM. The term of this Agreement shall be for a period of thirty (30) years from the

date hereof, and from year to year thereafter.

12. MISCELLANEOUS.

A. Time is hereby made of the essence of this Agreement in all respects.

B. This Agreement constitutes the entire agreement of the parties and expressly

supersedes all negotiations, previous agreements or representations whether verbal or written, and

5

may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

- C. This Agreement shall imme to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
  - E. This Agreement shall be effective upon proper execution by both parties hereto.
  - F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Lake Utility Services, Inc.

1 y: Cosses Camaren, Chairman & CEO

ATTEST

Celebration of Praise, Church of God

ATTEST:

Rogerchy Tuily

6

# Exhibit "A"

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND ALSO TRACTS 33, 34, 47 AND 48 LYING WEST OF THE WESTERLY RICHT-OF-WAY OF STATE ROAD 25 (U.S. HIGHWAY NO. 27), OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS:

BECON AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF ABOVE SAID SECTION 5, THENCE RUN SA9'21'13"E ALONG THE NORTH LINE THEREOF A DISTANCE OF 472.11 FEET; THENCE DEPARTING SAID LINE RUN SOU'38'47"W 1,325.99 FEET TO A POINT ON THE SOUTH LINE OF THE ABOVE SAID HORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE ALONG SAID LINE RUN N89'19'34"W 485.68 FEET TO A POINT ON THE NORTH-SOUTH WID SECTION LINE; THENCE RUN N00'22'04"E ALONG SAID LINE A DISTANCE OF 1326.78 FEET TO THE POINT OF BECHANING;

CONTAINING 52.33 ACRES, MORE OR LESS.



# **CELEBRATION OF PRAISE**

Church of God

"Clermont's Most Exciting PENTECOSTAL Worship Center"

Roderick J. Trusty. Hastor

August 14, 2003

**EXHIBIT B** 

There are no "off-site" facilities to be constructed regarding this project.

CO	SUB	T W/O	Description	DR	CR	CP Ledger	Status
89	660		CAP TIME-2004	178.5	<b>-</b>	2004	Attached
89	660		CAP TIME-2003	113.25		2003	Attached
89	660		CLOSE W/O	1.10.20	291.75		7.11.407.104
89	660	115.30.01			20,0		
89	660	115.30.01					
89	660	115.30.01					······································
89	660		INTEREST DURING CONSTRUCTION				
89	660	115.30.01		41	· · · · · · · · · · · · · · · · · · ·	2004	Attached
89	660	115,30,01	CLOSE W/O		41		
89	660	115.30.01					*****
89	660		EQUIPMENT/TREATMENT-	-			
89	660	115.30.01	45888*02652*STARLING	5,131.25		2004	Attached
89	660		CLOSE W/O		5,131.25	T.	100
89	660	115.30.01					
89	660	115.30.01					
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89	660	115.30.01		···			
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89	660	115.30.01		5,464.00	5,464.00		

2004 Captime 89.660.115.03.01

Sub	Subdivision Name	Туре	Prj	Project Description	Account Number	Initials	Hours	Amount	Rate
660	Lake Utilities	Water	115	Water Project	89.660.115.03.01	DLO PCF	4 1	114.00 64.50	28.5 64.5
								178.50	

2003 Captime 89.660.115.03.01

Sub S	Subdivision Name	Type	Prj	Project Description	Account Number	Initials	Hours	Amount	Rate
660 L	660 Lake Utilities Water 115 Water Project		5 Water Project	89.660.115.03.01	DLO PCF	2 1	56.00 57.25	28.00 57.25	
								113.25	

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12/30/2004

	INTEREST INTEREST		SUB		DATE	12/30/2003														
	CALCULATED CALCULATED	CO	DIV	ACCOUNT	PUT INTO	END	ADDITIONS		CP LEDGER											
SUBDIVISION DESCRIPTION	EOR 2004 FOR DEC 200	. NQ	NQ	NO.	SERVICE	BALANCE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	TOTALS	BALANCE
LUSI Safety upgrades	41.00 41.00	089	0660	115-03-01	5/15/2004	113.25	0.00	0.00	5,131.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,244.50	5,244.50
							1.00	1.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
							114.25	115.25	5,285.50	5,285.50	5,285.50	5,285.50	5,285.50	5,285.50	5,285.50	5,285.50	5,285.50	5,285.50		

IDC INTEREST RATES:

LUI: LAKE CO 9.03% SUBS: 627-628, 631-634, 636,660-667, 675



Sign 2000

Invoice —					
1945 Eastbrook Winter Park, Fl 407 657 5780 C 407 677 4947 F 407 222 4891 CE SOLD TO:	. 32792 2043  OFFICE  OAX  CLL/VM  (LAKE UTILITIES)  1d Ave.		INVOICE DATE	<b>VO:</b> 203	1904
SALESPERSON	SHIPPED VIA	TERMS	F.O.B		
STAR	S.E.C.	net	30	0	
QTY. ORDERED QTY. SHIPPED		DESCRIPTION		UNIT	AMOUNT
2/42/16/04	CORRECTED ELECT				
	FOLLOWING SITES	: LAKE UTII	LITIES INC.		

QTY. ORDERED	QTY. SHIPPED	DESCRIPTION	UNIT	AMOUN	VT.
2/4	-2/16/04	CORRECTED ELECTRICAL SAFETY VIOLATIONS			
		FROM 12 MEMOS DATED 2/10/03 AT THE			
	, , , , , , , , , , , , , , , , , , ,	FOLLOWING SITES: LAKE UTILITIES INC.			
		FOUR LAKES, CLERMONT I & II, AMBER HILL	,		
		LAKE RIDGE, THE ORANGES, THE VISTAS,			
		CRESENT BAY, CRESENT WEST, LAKE CRESENT			
		HILLS, HIGHLAND POINTE, AND LAKE SAUNDE	RS.		
17.0			:		
		122111 - labor ?			
		Jeans Jahre?			
		AS PER PROPOSAL (ATTACHED)	1/V \$1	5,131	25
	7	1114081-0360-115-03-01-1010	,-	12	
	\				
Adams	esperante de la companya de la comp	INVOICE	Ash Same Contractor	SATE AND ADDRESS OF THE PARTY O	

# F. 0

ACCEPTED:

£-Z Coemactors Forms. FORM NO EZ 110

# STARLING ELECTRIC CO. FLA. ST. CERT.# ER0009111 1945 Eastbrook Blvd.

**PROPOSAL** 

Page	No	
	1	

Winter Park, FL. 32792 2043

Page	No	
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M			of1	Pages
(	DDODOOM CHRMITTED TO	PHONE	DATE	
	PROPOSAL SUBMITTED TO:	352 242 0565	3/31/03	
NAME	LAKE UTILITIES INC.	JOB NAME ELECTRICAL SAFETY	CORRECTIONS 1	2 sites
STREET	SITES LISTED	STREET		
CITY	Clermont @ LAKE COUNTY SITES	CITY	STATE	
STATE	Florida	ATTN: MR. JAMES HO	OUSTON AM	
We her	reby submit specifications and estimate for: Cor	recting electrical	safety violat	ions

FOUR LAKES, CLERMONT I, and II, AMBER HILL, LAKE RIDGE, THE ORANGES,

THE VISTAS, CRESENT BAY, CRESENT WEST, LAKE CRESENT HILLS, HIGHLAND POINTE, and LAKE SAUNDERS.

We hereby propose to furnish labor and materials complete in accordance with the abortive THOUSAND ONE HUNDRED THIRTY ONE .25 \$5,131.25 dollars (\$) with	
standard billing net 30	
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standa from above specifications involving extra costs, will be executed only upon written orders, and will become an extra	ard practices. Any alteration or deviation charge over and above the estimate. All
agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance withereafter at the option of the undersigned.	ithin 60 days and is void
Authorized Signature	
ACCEPTANCE OF PROPOSAL	
The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as outlined above.	as specified. Payment will be made

Signature\_

#### FLORIDA ANNUAL REPORT ALLOCATION

9/17/08 6:10 PM

ALLOCATON AS OF 12/31/04

9660

	102001110111100111201110	,	UIF	3000
			O.	Lake
	_		Total	Utiliites
Custon	ner Equivalents			
	Customer Summ @ 12/31/2004			10,514
	% of year owned			100%
	Annualized Customers			10,514
	Customer % A (all co's) Customer % B (uif only)		89,629 9,799	11.73%
	Customer % C (uif counties)		4,404	
	Customer % D (uif counties)		672	
	Customer % E (uif counties)		4,723	
	Customer % F (transportation)		10,261	
Plant A	llocation			
	UIF Parent			
	Office Structures, Furniture			
	& Communication Equipt.	а	244,879	28,724
	Tools & Lab Equipment	Þ	145,869	0
601	LUE Office Cost Costs	_	077 000	
	UIF Office Cost Center UIF Orlando Cost Center	a c	877,328 81,061	102,911
	UIF Ocala Cost Center	d	2,072	0
639	UIF West Coast Cost Center	e	28,482	0
		_		
	Total	-	1,379,690	<u>131,635</u> ✓
0	G/L Code for Journal Entry			3486050
	uter Allocation UIF Parent	а	119,371	14,002
	G/L Code for Journal Entry			3406050
	portation			
600	UIF Parent	f	441,372	0
	G/L Code for Journal Entry			
Accum	nulated Depreciation - Plant		•••	
	UIF Parent			
	Office Structures, Furniture			
	& Communication Equipt.	а	(107,908)	(12,658)
	Tools & Lab Equipment	р	(98,315)	0
801	UIF Office Cost Center	_	(149 633)	(17.425)
	UIF Orlando Cost Center	a c	(148,632) (37,810)	(17,435) 0
638		ď	(1,339)	Ö
639		e	(16,954)	ŏ
	Total	_	(410,959)	(30,093)
	G/L Code for Journal Entry			1083050
	nulated Depreciation - Computer UIF Parent	а	(96,745)	(11,348)
000	On Talent	a	(50,743)	(11,540)
	G/L Code for Journal Entry			1081050
	rulated Depreciation - Transporta			
600	UIF Parent	f	(322,765)	0
	G/L Code for Journal Entry			
	G/E Code for Journal Entry			
	Intercompany			104,196
	ciation Expense Allocation			
600	UIF Parent			
	Office Structures (710-90)	b	2,957	
	Office Furniture (710-91)	Ь	2,838	
	Tools & Equipt (710-94)	Ь	1,578	
	Laboratory (710-95) Communication (710-97)	b b	32 1,071	
	Transportation (710-92)	Ь	57, <b>544</b>	
	Computers (710-98)	Ь	5,942	
		_	5,572	
601	UIF Office Cost Center			
	Office Structures (710-90)	Ь	2.860	
	Office Furniture (710-91)	Ь	1,062	

GL3.1C	ACCOUN	T INQUIRY — TRANSACTION DETA	AT L	
089*0675*3542011		ACCT TYPE: A	BEG BAL:	691,020.2
089*0675*3542011		STATUS: A	END BAL:	1,051,595.2
LIFT STATION		PERIOD: 06(JUN)	SEGMENT: THREE	E PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	CREDI
089*0675*3602006	1	WESTON HILLS III PH B	14,448.00	
089*0675*2721006	2	WESTON HILLS III PH B		14,448.0
089*0675*3612008	3	WESTON HILLS III PH B	44,254.00	
089*0675*2721008	4	WESTON HILLS III PH B		44,254.0
089*0675*3612010	5	WESTON HILLS III PH B	22,515.00	
089*0675*2721098	6	WESTON HILLS III PH B		22,515.0
089*0675*3662006	7	WESTON HILLS III PH B	20,292.00	
089*0675*3752008	8	WESTON HILLS III PH B	13,808.00	
089*0675*2722050	9	WESTON HILLS III PH B		20,292.0
089*0675*2722050	10	WESTON HILLS III PH B		13,808.0
089*0675*2711043	11	WESTON HILLS III PH B		47,974.00
089*0675*2711048	12	WESTON HILLS III PH B		8,400.00
089*0675*3355048 	13	WESTON HILLS III PH B	8,400.00	
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT B(n	n)-DISP BATCH	NP, PP, NA, P.
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GL3.1C	ACCOUN	T INQUIRY - TRANSACTION	DETAIL	
089*0675*3542011		ACCT TYPE: A	BEG BAL:	691,020.28
089*0675*3542011		STATUS: A	END BAL:	1,051,595.28
LIFT STATION		PERIOD: 06(J	UN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE	COMMENT		CREDIT
089*0675*3315043	14	WESTON HILLS III PH	B 47,974.00	
089*0675*3335045	15	WESTON HILLS III PH	B 16,576.00	
089*0675*2711045	16	WESTON HILLS III PH	В	16,576.00
089*0667*3315043	17	SHORES LK CLAIR	24,850.00	
089*0667*3335045	18	SHORES LK CLAIR	5,650.00	
089*0667*2711043	19	SHORES LK CLAIR		24,850.00
089*0667*2711045	20	SHORES LK CLAIR		5,650.00
089*0667*2711045	21	VISTA PINES		6,866.00
089*0667*2711043	22	VISTA PINES		34,972.56
089*0667*2711048	23	VISTA PINES		6,411.00
089*0667*3355048	24	VISTA PINES	6,411.00	
089*0667*3315043	25	VISTA PINES	34,972.56	
089*0667*3335045	26	VISTA PINES	6,866.00	
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
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089*0675*3542011		ACCT TYPE: A	BEG BAL:	691,020.28
089*0675*3542011		STATUS: A	END BAL:	1,051,595.28
LIFT STATION		PERIOD: 06(JUN)	) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE-		DEBIT	CREDIT
089*0631*2711045	27	SPRING VALLEY PH 7		11,610.00
089*0631*2711043	28	SPRING VALLEY PH 7		9,898.50
089*0631*2711048	29	SPRING VALLEY PH 7		5,250.00
089*0631*3355048	30	SPRING VALLEY PH 7	5,250.00	
089*0631*3315043	31	SPRING VALLEY PH 7	9,898.50	
089*0631*3335045	32	SPRING VALLEY PH 7	11,610.00	
089*0667*2711045	33	REGAL RIDGE		7,117.30
089*0667*2711043	34	REGAL RIDGE		34,582.70
089*0667*3315043	35	REGAL RIDGE	34,582.70	
089*0667*3335045	36	REGAL RIDGE	7,117.30	
089*0636*2711045	37	LEGEND/BRIDGESTONE PH 4		9,795.00
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089*0675*3542011		STATUS: A	END BAL:	1,051,595.28
LIFT STATION			) SEGMENT: THRE	
		COMMENT		
089*0636*2711043	38	LEGEND/BRIDGESTONE PH 4		54,196.90
089*0636*2711048	39	LEGEND/BRIDGESTONE PH 4		9,150.00
089*0636*3355048	40	LEGEND/BRIDGESTONE PH 4	9,150.00	
089*0636*3315043	41	LEGEND/BRIDGESTONE PH 4	54,196.90	
089*0636*3335045	42	LEGEND/BRIDGESTONE PH 4	9,795.00	
089*0675*3602007	43	TRADDS LANDING	47,230.30	
089*0675*2721007	44	TRADDS LANDING		47,230.30
089*0675*3612010	45	TRADDS LANDING	100,958.00	
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GL3.1C	ACCOUNT	INQUIRY - TRANSACTION	DETAIL	
089*0675*3542011		ACCT TYPE: A	BEG BAL: 691,020	0.28
089*0675*3542011		STATUS: A	END BAL: 1,051,59	5.28
LIFT STATION			UN) SEGMENT: THREE PRIOR A	
ACCOUNT	LINE		DEBITCRI	EDIT
089*0675*3602006	46	TRADDS LANDING	62,388.00	
089*0675*3542011	47	TRADDS LANDING	$\sqrt{360,575.00}$	
089*0675*3612008	48	TRADDS LANDING	156,558.73	
089*0675*2721098	49	TRADDS LANDING	100,958	3.00
089*0675*2721006	50	TRADDS LANDING	,62,388	
089*0675*2721011	51	TRADDS LANDING	<b>√</b> 360,57!	5.00
089*0675*2721008	52	TRADDS LANDING	156,558	3.73
089*0675*3752008	53	TRADDS LANDING	181,119.11	
089*0675*3662006	54	TRADDS LANDING	59,975.00	
089*0675*2721050	55	TRADDS LANDING	181,119	9.11
089*0675*2721050	56	TRADDS LANDING	59,975	5.00
089*0636*2711045	57	TRADDS LANDING	62,943	3.00
089*0636*2711043	58	TRADDS LANDING	230,673	3.86
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GL3.1C	ACCOUNT	T INQUIRY - TRANSACTION	N DETAIL	
089*0675*3542011		ACCT TYPE: A	BEG BAL:	691,020.28
089*0675*3542011		STATUS: A	END BAL:	1,051,595.28
LIFT STATION		PERIOD: 06(	JUN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE	COMMENT	DEBIT	CREDIT
089*0636*2711048	59	TRADDS LANDING		39,168.00
089*0636*3355048	60	TRADDS LANDING	39,168.00	
089*0636*3315043	61	TRADDS LANDING	230,673.86	
089*0636*3335045	62	TRADDS LANDING	62,943.00	
089*0675*2711043	63	MARTINS LANDING		21,335.50
089*0675*2711048	64	MARTINS LANDING		4,200.00
089*0675*3355048	65	MARTINS LANDING	4,200.00	
089*0675*3315043	66	MARTINS LANDING	21,335.50	
089*0675*3612010	67	ORANGETREE PH 4	27,220.23	
089*0675*3602006	68	ORANGETREE PH 4	19,346.33	
089*0675*3612008	69	ORANGETREE PH 4	43,489.96	
089*0675*2721098	70	ORANGETREE PH 4		27,220.23
089*0675*2721006	71	ORANGETREE PH 4		19,346.33
ACTION B1	X -E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
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089*0675*3542011		ACCT TYPE: A	BEG BAL:	691,020.28
089*0675*3542011		STATUS: A	END BAL:	1,051,595.28
LIFT STATION		PERIOD: 06(J	UN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	CREDIT
089*0675*2721008	72	ORANGETREE PH 4		43,489.96
089*0675*2711045	73	ORANGETREE PH 4		26,084.24
089*0675*2711043	74	ORANGETREE PH 4		92,331.83
089*0675*2711048	75	ORANGETREE PH 4		19,431.99
089*0675*3355048	76	ORANGETREE PH 4	19,431.99	
089*0675*3315043	77	ORANGETREE PH 4	92,331.83	
089*0675*3335045	78	ORANGETREE PH 4	26,084.24	
089*0675*3752008	79	ORANGETREE PH 4	58,122.68	
089*0675*3662006	80	ORANGETREE PH 4	31,839.00	
089*0675*2721050	81	ORANGETREE PH 4		58,122.68
089*0675*2721050	82	ORANGETREE PH 4		31,839.00
)89*0675*3612010	83	MISSION PK PH 3	9,800.00	
)89*0675*3602006	84	MISSION PK PH 3	10,696.00	
ACTION B1	X –EXIT	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA

GL3.1C	ACCOUN	Γ INQUIRY -	TRANSACTIO	ON DETAI	L		
089*0675*3542011		AC	CT TYPE: A		BEG BAL:	691,	020.28
089*0675*3542011			STATUS: A		END BAL:	1,051,	595.28
LIFT STATION			PERIOD: 0	6(JUN)	SEGMENT: TH	HREE PRIO	R ACT
ACCOUNT	LINE						CREDIT
089*0675*3612008	85	MISSION	PK PH 3		17,040.00	0	
089*0675*2721098	86	MISSION	PK PH 3			9,8	300.00
089*0675*2721006	87	MISSION	PK PH 3			10,0	696.00
089*0675*2721008	88	MISSION	PK PH 3			17,0	040.00
089*0675*2711045	89	MISSION	PK PH 3			14,2	272.00
089*0675*2711043	90	MISSION	PK PH 3			24,2	270.00
089*0675*2711048	91	MISSION	PK PH 3			2,1	100.00
089*0675*3355048	92	MISSION	PK PH 3		2,100.00	Ø	
089*0675*3315043	93	MISSION	PK PH 3		24,270.00	Ø	
089*0675*3335045	94	MISSION	PK PH 3		14,272.00	Ø	
089*0675*3752008	95	MISSION	PK PH 3		10,522.00	0	
089*0675*3662006	96	MISSION	PK PH 3		19,491.00	0	
089*0675*2721050	97	MISSION	PK PH 3			10,5	522.00
ACTION B1	x –E x I T	S(nn)-SCAN	P(S)-PRIN	NT B(nn	)-DISP BAT(	CH NP,PP	.NA,PA
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			D(C)_DDINT	B(nn)-DISP BATCH	ND DD NA D
089*0675*3542011 089*0675*3542011 LIFT STATION ACCOUNT0 089*0675*2721050	LINE- 98	COMMENT	PERIOD: 06(J	BEG BAL: END BAL: UN) SEGMENT: THRE	1,051,595.2 E PRIOR ACT

## UTILITY AGREEMENT

BOOK 1258 PAGE 1052

7

THIS UTILITY AGREEMENT dated this 4 day of Munder 1993, by and between LAKE GROVES UTILITIES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and DONRIC, INC., a Florida corporation (hereinafter referred to as the "Owner").

#### PREMISES

WHEREAS, Owner is the owner of certain tracts of real property situate in Lake County, Florida, described as follows: That part of the Northwest one-quarter (NW 1/4) which lies East of State Road 25 (U.S. Highway 27), and the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4), all in Section 10, Township 24 South, Range 26 East, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, in connection with the Development it will be necessary to obtain adequate water and sewer service; and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are to serve real property in close proximity to the Property; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that at any time,

subsequent to the date hereof, any governmental entity refuses to allow the Owner to proceed with developing the Property into the Development because of the provisions of this Agreement, the Owner may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Owner shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned Connection Contributions or funds paid to Utilities hereunder, and, in such event, either party hereto may terminate this Agreement, except with respect to portions of the Development which are then being served hereunder. Upon the termination of this Agreement, Utilities shall execute and record among the Public Records of Lake County, Florida termination document stating that the Agreement has been terminated and is of no further force and effect, that it is no longer binding upon or running with the title to the Property, and that the Property is released from this Agreement except for any portion thereof that Utilities shall continue to serve. The parties hereto acknowledge that this Agreement provides for both residential and commercial service to the Development. Utilities further agrees that the water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, federal governmental agencies having and jurisdiction over such service; provided, however, that Utilities shall not be responsible for any failure to meet or comply with

said standards or requirements to the extent that shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance from the Owner of any such facilities by Utilities shall not be an admission of, or acceptance of, such responsibility. Utilities hereby agrees to provide water and sewer service to all units in the Development for which a Connection Contribution has been paid to Utilities in accordance with Paragraph 2 hereof within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement. Utilities agrees to use its best efforts to provide such service at a time earlier than said nine (9) months, and will provide such service at the time that the Off-Site Improvements, On-Site Facilities and any needed plant expansions serving such units are complete if such time is earlier than said nine (9) months.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit and each commercial project hereafter constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall herein be referred to as the "Connection Contribution." The Connection Contribution shall be made up of the contributions-in-aid-ofconstruction ("CIAC"), as approved by the Florida Public Service Commission, and the CIAC Tax Impact, as approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. Each lump sum increment for commercial projects shall be for the entire commercial project then being constructed. For the purposes hereof, the commercial project

then being constructed shall be that portion of a commercial project for which the Developer is then requesting that  $0001758\,\mathrm{PMCL}$ provide sewer and water service, and any other portion of such project that the Developer intends to construct at the same time. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided, however, so long as Owner is not in default under this Contract Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for CIAC, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The amount of the Connection Contribution shall be the amount approved by the Florida Public Service Commission. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the CIAC Tax Impact on any contributed property as described in Paragraph 6 hereof, which shall be charged and paid in accordance with said Paragraph 6 hereof, (3) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with Paragraph 7 hereof, or (4) meter

installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

BOOK 1258 PAGE 1056

3. OFF-SITE IMPROVEMENTS. In order to provide water and sewer service to the Development, certain off-site improvements will be These off-site improvements (the constructed. "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary, in accordance with good engineering practices, to (1) transport water from Utilities' plant, which will serve the Development, to the Development and (2) to bring sewage from the Development to Utilities' sewer plant which will serve the Development and to return treated effluent from said plant to the Development for disposal, including all lines, mains, lift stations and facilities, and (3) to dispose of such effluent at the disposal sites in the Development. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not exceed the amount of sewage originating from the Development which is being treated by Utilities. The treated effluent returned to the Development shall meet all governmentally imposed standards for quality imposed with respect to treated effluent which is to be disposed of in the manner contemplated herein. Once Utilities begins to return treated effluent to the Development, it will agree to provide sufficient effluent to meet the development's irrigation needs for common area irrigation. The location of the disposal sites to be dedicated by the Owner shall be selected by the Owner and may be moved, from time to time, by the Owner; provided, that all such sites must meet engineering criteria for disposal of effluent approved by Utilities, and that the disposal process shall not be interrupted by their relocation. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from

time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which is the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for Development, or a pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvements which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however, Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities related to providing service to others. Notwithstanding the foregoing, Utilities agrees that in no instance will the Owner be required to pay for more than the cost of the portion of the capacity in an Off-Site Improvement which is required for the Development, as set forth in sub-sections (a) and (b) above in this Paragraph 3. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

4. ON-SITE FACILITIES. As the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities (the "On-Site Facilities"), including generally all the water and sewer utility

facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site BOOK 1258 PAGE 1058 Improvements or the lines of Utilities, and including specifically, all lines, mains, lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
  - B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the

requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the BOOK 1258 PAGE 1059 conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever. Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. At the time that Owner shall pay Utilities for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with

Paragraph 5 hereof, Owner shall pay to Utilities, in cash, the CIAC Tax Impact approved by the Florida Public Service Commission with BOOK 1258 PAGE 1060 respect thereto. The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and on the payment of the CIAC Tax Impact itself. The amount currently approved by the Florida Public Service Commission is sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder. Notwithstanding anything to the contrary contained in this paragraph, or in Paragraph 2 hereof, the Owner may defer payment of any CIAC Tax Impact due hereunder until the January 31st of the calendar year following the calendar year in which such CIAC Tax Impact comes due; provided, that the payment of such CIAC Tax Impact is secured in full by an unconditional letter of credit issued to Utilities by a national bank doing business in Orange County, Florida acceptable to Utilities.

7. RATES, CHARGES AND FEES. The rates, charges and fees to be charged by Utilities for water and sewer service to the Owner and to the Development hereafter built on the Property shall be those rates, charges and fees of Utilities which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and

times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

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- 8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within six (6) months from the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area or service is actually rendered hereunder.
- 10. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.
- 11. <u>SALE OF UTILITY SYSTEMS</u>. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to a duly constituted county or municipality, or any

agency or entity under such county's or municipality's control, supervision or direction, or any other governmental agency, Owner agrees that with respect to water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control. In the event Utilities shall hereafter sell the utility systems, or any part thereof, serving the Property, Utilities shall seek to have the purchaser thereof agree to assume and agree to perform all of Utilities' obligations and agreements under this Agreement, including its obligations to provide service without charge with respect to all prepaid Connection Contributions then existing hereunder and, in the absence of an agreement to provide such service without charge, Utilities shall refund to Owner all then existing prepaid Connection Contributions.

- 12. <u>DEFAULT</u>. No party shall be deemed to be in default (the "Defaulting Party") under this Agreement unless such party shall have received a written notice of default from the other party hereto (the "Non-Defaulting Party") which sets forth and describes a default hereunder and such Defaulting Party shall have failed to cure such default within a thirty (30) day period beginning with the delivery of such notice; provided, however, if such default can not be cured within a thirty (30) day period, the Defaulting Party shall not be in default hereunder if it makes a good faith effort to begin to cure such default within said thirty (30) day period and cures such default within a reasonable time thereafter.
- 13. ATTORNEYS' FEES. In the event there is a dispute between the parties hereto with respect to, or arising out of, this Agreement which results in litigation between the parties hereto, the losing party in such litigation shall pay all of the costs and expenses incurred in such litigation by the prevailing party, at both the trial and appellate levels of litigation, including all reasonable attorneys' fees paid by the prevailing party.
- 14. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the

terms hereof, shall be delivered to the parties at the respective BOOK 1258 PAGE 1063 addresses:

LAKE GROVES UTILITIES, INC. Utilities:

Post Office Box 3873 Longwood, Florida 32791

JOHN F. LOWNDES, ESQUIRE With copy to: Lowndes, Drosdick, Doster,

Kantor & Reed, P.A. Post Office Box 2809 Orlando, Florida 32802

Owner:

DONRIC, INC. Attn.: D. G. Cloughley P. O. Box 671

Winter Garden, Florida 34777

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein, and such notices shall be deemed to be delivered when so mailed.

15. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

## 16. MISCELLANEOUS.

- Time is hereby made of the essence of this Agreement in all respects.
- This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal: in dignity to the execution of this Agreement.
- This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
- This Agreement shall be governed by the laws of the State of Florida.
- This Agreement shall be effective upon proper execution by both parties hereto.

This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original. BOOK 1258 PAGE 1064

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

tness

Printed Name

LAKE GROVES UTILITIES, INC.

Robert Mandell, President

Date: /1-4-93

DONRIC, INC.

Date:

(CORPORATE

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4/2 day of Munder, 1993 by Robert A. Mandell, President of Lake Groves Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did (not) take an

Signature

Dadda Typed or Printed Name

DONNA J. MADDOX MY COMMISSION # CC312025 EXPIRES August 30, 1997 BONDED THYLL THOY FAIN INSURANCE, INC.

Commission No. CC 3/202:-

Commission Expires: 8-30-97

The	foregoing	g inst	cument	was	acknow.	ledg	ed	bef	ore	me	this
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oath.			<del></del>								

Signature

Juhn G. Hursow

Typed or Printed Name

Commission No.

Commission Expires:



GL3.1C	ACCOUN	TINQUIRY - TRANSACTION D	ETAIL	
089*0675*3542011		ACCT TYPE: A	BEG BAL:	1,051,595.28
089*0675*3542011		STATUS: A	END BAL:	1,131,118.28
LIFT STATION			C) SEGMENT: THRE	
ACCOUNT	LINE	COMMENT	DEBIT	<b>-</b> CREDIT
089*0631*2711045	1	BENT TREE PH 2		8,675.00
089*0631*2711043	2	BENT TREE PH 2		73,068.00
089*0631*2711048	3	BENT TREE PH 2		3,750.00
089*0631*3355048	4	BENT TREE PH 2	3,750.00	
089*0631*3315043	5	BENT TREE PH 2	73,068.00	
089*0631*3335045	6	BENT TREE PH 2	8,675.00	
089*0675*3612010	7	TRADDS LANDING PH 2	36,668.00	
089*0675*3602006	8	TRADDS LANDING PH 2	24,542.00	
089*0675*3542011	9	TRADDS LANDING PH 2	<b>/</b> 79,523.00	
089*0675*3612008	10	TRADDS LANDING PH 2	84,371.78	
089*0675*2721098	11	TRADDS LANDING PH 2		36,668.00
089*0675*2721006	12	TRADDS LANDING PH 2		$\sqrt{\frac{24,542.00}{79,523.00}}$
089*0675*2721011	13	TRADDS LANDING PH 2		<b>√</b> 79,523.00
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT E	3(nn)-DISP BATCH	NP,PP,NA,PA
		e scan, X to end scan A Batch: 10 - THIS BATCH	IS FROM THE ARCH	IVE FILE!

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION [	)ETAIL 	
089*0675*3542011		ACCT TYPE: A	BEG BAL:	1,051,595.28
089*0675*3542011		STATUS: A	END BAL:	1,131,118.28
LIFT STATION			EC) SEGMENT: THRE	
ACCOUNT	LINE-	COMMENT	DEBIT	CREDIT
089*0675*2721008	14	TRADDS LANDING PH 2		84,371.78
089*0636*2711045	15	TRADDS LANDING PH 2		13,056.00
089*0636*2711043	16	TRADDS LANDING PH 2		78,230.47
089*0636*2711048	17	TRADDS LANDING PH 2		21,629.00
089*0636*3355048	18	TRADDS LANDING PH 2	13,056.00	
089*0636*3315043	19	TRADDS LANDING PH 2	78,230.47	
089*0636*3335045	20	TRADDS LANDING PH 2	21,629.00	
089*0675*3612010	21	ORANGETREE PH 5	8,920.00	
089*0675*3602006	22	ORANGETREE PH 5	8,110.00	
089*0675*3612008	23	ORANGETREE PH 5	23,471.85	
089*0675*2721098	24	ORANGETREE PH 5		8,920.00
089*0675*2721006	25	ORANGETREE PH 5		8,110.00
089*0675*2721008	26	ORANGETREE PH 5		23,471.85
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GL3.1C	ACCOU	NT INQUIRY -	TRANSACTION	DETAIL	
089*0675*3542011		ACC	CT TYPE: A	BEG BAL:	
089*0675*3542011			STATUS: A	END BAL:	
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089*0675*2711045					11,410.00
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089*0675*2711048	29	ORANGET		11 005 00	11,025.00
089*0675*3355048	30	ORANGETE		11,025.00	
089*0675*3315043	31	ORANGETE		51,723.75	
089*0675*3335045	32	ORANGETE	KEE PH 5	11,410.00	
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93 61972

THIS UTILITY AGREEMENT dated this 4 day of Mounter 1993, by and between LAKE GROVES UTILITIES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and DONRIC, INC., a Florida corporation (hereinafter referred to as the "Owner").

## PREMISES

WHEREAS, Owner is the owner of certain tracts of real property situate in Lake County, Florida, described as follows: That part of the Northwest one-quarter (NW 1/4) which lies East of State Road 25 (U.S. Highway 27), and the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4), all in Section 10, Township 24 South, Range 26 East, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, in connection with the Development it will be necessary to obtain adequate water and sewer service; and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are to serve real property in close proximity to the Property; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that at any time,

subsequent to the date hereof, any governmental entity lawfully BOOK 1258 PAGE 1053 refuses to allow the Owner to proceed with developing the Property into the Development because of the provisions of this Agreement, the Owner may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Owner shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned Connection Contributions or funds paid to Utilities hereunder, and, in such event, either party hereto may terminate this Agreement, except with respect to portions of the Development which are then being served hereunder. Upon the termination of this Agreement, Utilities shall execute and record among the Public Records of Lake County, Florida a termination document stating that the Agreement has been terminated and is of no further force and effect, that it is no longer binding upon or running with the title to the Property, and that the Property is released from this Agreement except for any portion thereof that Utilities shall continue to serve. The parties hereto acknowledge that this Agreement provides for both residential and commercial service to the Development. Utilities further agrees that the water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies jurisdiction over such service; provided, however, that Utilities shall not be responsible for any failure to meet or comply with

said standards or requirements to the extent that sug shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance from the Owner of any such facilities by Utilities shall not be an admission of, or acceptance of, such responsibility. Utilities hereby agrees to provide water and sewer service to all units in the Development for which a Connection Contribution has been paid to Utilities in accordance with Paragraph 2 hereof within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement. Utilities agrees to use its best efforts to provide such service at a time earlier than said nine (9) months, and will provide such service at the time that the Off-Site Improvements, On-Site Facilities and any needed plant expansions serving such units are complete if such time is earlier than said nine (9) months.

2. <u>CONTRIBUTION-IN-AID-OF-CONSTRUCTION</u>. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit and each commercial project hereafter constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall herein be referred to as the "Connection Contribution." The Connection Contribution shall be made up of the contributions-in-aid-ofconstruction ("CIAC"), as approved by the Florida Public Service Commission, and the CIAC Tax Impact, as approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. Each lump sum increment for commercial projects shall be for the entire commercial project then being constructed. For the purposes hereof, the commercial project

then being constructed shall be that portion of a commercial project for which the Developer is then requesting that 0001258 PAGE 1055provide sewer and water service, and any other portion of such project that the Developer intends to construct at the same time. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided, however, so long as Owner is not in default under this Contract Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for CIAC, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The amount of the Connection Contribution shall be the amount approved by the Florida Public Service Commission. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the CIAC Tax Impact on any contributed property as described in Paragraph 6 hereof, which shall be charged and paid in accordance with said Paragraph 6 hereof, (3) the rates and quaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with Paragraph 7 hereof, or (4) meter

installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

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3. OFF-SITE IMPROVEMENTS. In order to provide water and sewer service to the Development, certain off-site improvements will be These off-site improvements (the constructed. "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary, in accordance with good engineering practices, to (1) transport water from Utilities' plant, which will serve the Development, to the Development and (2) to bring sewage from the Development to Utilities' sewer plant which will serve the Development and to return treated effluent from said plant to the Development for disposal, including all lines, mains, lift stations and facilities, and (3) to dispose of such effluent at the disposal sites in the Development. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not exceed the amount of sewage originating from the Development which is being treated by Utilities. The treated effluent returned to the Development shall meet all governmentally imposed standards for quality imposed with respect to treated effluent which is to be disposed of in the manner contemplated herein. Once Utilities begins to return treated effluent to the Development, it will agree to provide sufficient effluent to meet the development's irrigation needs for common area irrigation. The location of the disposal sites to be dedicated by the Owner shall be selected by the Owner and may be moved, from time to time, by the Owner; provided, that all such sites must meet engineering criteria for disposal of effluent approved by Utilities, and that the disposal process shall not be interrupted by their relocation. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from

time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the BOOK 1258 PAGE 1057 service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which is the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development, or a pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvements which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however, Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense. in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities related to providing service to others. Notwithstanding the foregoing, Utilities agrees that in no instance will the Owner be required to pay for more than the cost of the portion of the capacity in an Off-Site Improvement which is required for the Development, as set forth in sub-sections (a) and (b) above in this Paragraph 3. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

4. ON-SITE FACILITIES. As the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities (the "On-Site Facilities"), including generally all the water and sewer utility

facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site BOOK 1258 PAGE 1058 Improvements or the lines of Utilities, and including specifically, all lines, mains, lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
  - B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the

requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the  $$\tt BOOK\,1258\,PAGE\,1059$ conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. At the time that Owner shall pay Utilities for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with

Paragraph 5 hereof, Owner shall pay to Utilities, in cash, the CIAC Tax Impact approved by the Florida Public Service Commission with BOOK 1258 PAGE 1060 respect thereto. The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and on the payment of the CIAC Tax Impact itself. The amount currently approved by the Florida Public Service Commission is sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder. Notwithstanding anything to the contrary contained in this paragraph, or in Paragraph 2 hereof, the Owner may defer payment of any CIAC Tax Impact due hereunder until the January 31st of the calendar year following the calendar year in which such CIAC Tax Impact comes due; provided, that the payment of such CIAC Tax Impact is secured in full by an unconditional letter of credit issued to Utilities by a national bank doing business in Orange County, Florida acceptable to Utilities.

7. RATES, CHARGES AND FEES. The rates, charges and fees to be charged by Utilities for water and sewer service to the Owner and to the Development hereafter built on the Property shall be those rates, charges and fees of Utilities which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and

times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

800K1258 PAGE 1061

- 8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within six (6) months from the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area or service is actually rendered hereunder.
- 10. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.
- 11. SALE OF UTILITY SYSTEMS. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to a duly constituted county or municipality, or any

agency or entity under such county's or municipality's control, supervision or direction, or any other governmental agency, Owner agrees that with respect to water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control. In the event Utilities shall hereafter sell the utility systems, or any part thereof, serving the Property, Utilities shall seek to have the purchaser thereof agree to assume and agree to perform all of Utilities' obligations and agreements under this Agreement, including its obligations to provide service without charge with respect to all prepaid Connection Contributions then existing hereunder and, in the absence of an agreement to provide such service without charge, Utilities shall refund to Owner all then existing prepaid Connection Contributions.

- 12. <u>DEFAULT</u>. No party shall be deemed to be in default (the "Defaulting Party") under this Agreement unless such party shall have received a written notice of default from the other party hereto (the "Non-Defaulting Party") which sets forth and describes a default hereunder and such Defaulting Party shall have failed to cure such default within a thirty (30) day period beginning with the delivery of such notice; provided, however, if such default can not be cured within a thirty (30) day period, the Defaulting Party shall not be in default hereunder if it makes a good faith effort to begin to cure such default within said thirty (30) day period and cures such default within a reasonable time thereafter.
- 13. ATTORNEYS' FEES. In the event there is a dispute between the parties hereto with respect to, or arising out of, this Agreement which results in litigation between the parties hereto, the losing party in such litigation shall pay all of the costs and expenses incurred in such litigation by the prevailing party, at both the trial and appellate levels of litigation, including all reasonable attorneys' fees paid by the prevailing party.
- 14. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the

terms hereof, shall be delivered to the parties at the respective addresses:

Utilities:

LAKE GROVES UTILITIES, INC. Post Office Box 3873
Longwood, Florida 32791

With copy to:

JOHN F. LOWNDES, ESQUIRE Lowndes, Drosdick, Doster, Kantor & Reed, P.A. Post Office Box 2809 Orlando, Florida 32802

Owner:

DONRIC, INC. Attn.: D. G. Cloughley P. O. Box 671 Winter Garden, Florida 34777

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein, and such notices shall be deemed to be delivered when so mailed.

15. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

## 16. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equaling dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
- D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

This Agreement shall be executed in several counterparts each of which if properly executed by both BOOK 1258 PAGE 1064 parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

LAKE GROVES UTILITIES, INC.

Robert Mandell.

President

Printed Name J. 174020x

Witness

Printed Name

Date: /1-4-93

(CORPORATE SEAL)

Printed Name

DONRIC, INC.

Name: For

Title:

Date:

(CORPORATE

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this day of Movember, 1993 by Robert A. Mandell, President of Lake Groves Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did (not) take an oath.

Signature

Typed or Printed Name

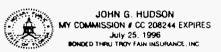
Commission No. CC 31202 -

Commission Expires: 8-30-97

DONNA J. MADDOX MY COMMISSION # CC312025 EXPIRES August 30, 1997 BONDED THINL THEY FAIN INSURANCE, INC.

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Jan H. Husen
Signature
Typed or Printed Name
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Commission No
Commission Expires:



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89*0675*2711043	11	WESTON HILLS III PH B		47,974.00
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WESTON HILLS III PH WESTON HILLS III PH WESTON HILLS III PH SHORES LK CLAIR SHORES LK CLAIR SHORES LK CLAIR SHORES LK CLAIR	B 47,974.00 B 16,576.00 B 16,576.00 24,850.00 5,650.00
WESTON HILLS III PH WESTON HILLS III PH SHORES LK CLAIR SHORES LK CLAIR SHORES LK CLAIR SHORES LK CLAIR	B 16,576.00 B 16,576.00 24,850.00 5,650.00 24,850.00
WESTON HILLS III PH SHORES LK CLAIR SHORES LK CLAIR SHORES LK CLAIR SHORES LK CLAIR	B 24,850.00 5,650.00 24,850.00
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VISTA PINES	6,866.00
	34,972.56
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	6,411.00
	34,972.56
VISTA PINES	6,866.00
S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH NP,PP,NA,PA
	VISTA PINES VISTA PINES VISTA PINES VISTA PINES VISTA PINES  S(nn)-SCAN P(S)-PRINT  nue scan, X to end scan

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GL3.1C	ACCOUN	T INQUIRY - TRANSACTION DET	TAIL	
089*0675*3542011		ACCT TYPE: A	BEG BAL:	691,020.28
089*0675*3542011		STATUS: A	END BAL: 1	,051,595.28
LIFT STATION		PERIOD: 06(JUN)	SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE -	COMMENT	DEBIT	CREDIT
089*0631*2711045	27	SPRING VALLEY PH 7		11,610.00
089*0631*2711043	28	SPRING VALLEY PH 7		9,898.50
089*0631*2711048	29	SPRING VALLEY PH 7		5,250.00
089*0631*3355048	30	SPRING VALLEY PH 7	5,250.00	
089*0631*3315043	31	SPRING VALLEY PH 7	9,898.50	
089*0631*3335045	32	SPRING VALLEY PH 7	11,610.00	
089*0667*2711045	33	REGAL RIDGE		7,117.30
089*0667*2711043	34	REGAL RIDGE		34,582.70
089*0667*3315043	35	REGAL RIDGE	34,582.70	
089*0667*3335045	36	REGAL RIDGE	7,117.30	
089*0636*2711045	37	LEGEND/BRIDGESTONE PH 4		9,795.00
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT B(	nn)-DISP BATCH	NP,PP,NA,PA
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GL3.1C	ACCOUNT	INQUIRY - TRANSACTION DE	TAIL	
089*0675*3542011		ACCT TYPE: A	BEG BAL:	691,020.28
089*0675*3542011			END BAL:	
LIFT STATION			) SEGMENT: THRE	
		COMMENT	DEBIT	
089*0636*2711043	38	LEGEND/BRIDGESTONE PH 4		54,196.90
089*0636*2711048	39	LEGEND/BRIDGESTONE PH 4		9,150.00
089*0636*3355048	40	LEGEND/BRIDGESTONE PH 4	9,150.00	
089*0636*3315043	41	LEGEND/BRIDGESTONE PH 4	54,196.90	
089*0636*3335045	42	LEGEND/BRIDGESTONE PH 4	9,795.00	
089*0675*3602007	43	TRADDS LANDING	47,230.30	
089*0675*2721007	44	TRADDS LANDING		47,230.30
089*0675*3612010 	45 	TRADDS LANDING	100,958.00	<del></del>
ACTION B1	X-EXIT S	S(nn)-SCAN P(S)-PRINT B(	(nn)-DISP BATCH	NP,PP,NA,PA
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GL3.1C	ACCOUN	T INQUIRY - TRANSACTION	DETAIL	
089*0675*3542011		ACCT TYPE: A	BEG BAL:	691,020.28
089*0675*3542011		STATUS: A	END BAL:	1,051,595.28
LIFT STATION		PERIOD: 06(d	JUN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	CREDIT
089*0675*3602006	46	TRADDS LANDING	√62,388.00	
089*0675*3542011	47	TRADDS LANDING	360,575.00	
089*0675*3612008	48	TRADDS LANDING	156,558.73	
089*0675*2721098	49	TRADDS LANDING		100,958.00
089*0675*2721006	50	TRADDS LANDING		$\sqrt{62,388.00}$
089*0675*2721011	51	TRADDS LANDING		360,575.00
089*0675*2721008	52	TRADDS LANDING		156,558.73
089*0675*3752008	53	TRADDS LANDING	181,119.11	
089*0675*3662006	54	TRADDS LANDING	59,975.00	
089*0675*2721050	55	TRADDS LANDING		181,119.11
089*0675*2721050	56	TRADDS LANDING		59,975.00
089*0636*2711045	57	TRADDS LANDING		62,943.00
089*0636*2711043	58	TRADDS LANDING		230,673.86
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
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GL3.1C	ACCOUN	T INQUIRY - TRANSACTION	DETAIL	
089*0675*3542011		ACCT TYPE: A	BEG BAL:	691,020.28
089*0675*3542011		ACCT TYPE: A STATUS: A	END BAL:	1,051,595.28
LIFT STATION		PERIOD: 06(	JUN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	CREDIT
089*0636*2711048	59	TRADDS LANDING		39,168.00
089*0636*3355048	60	TRADDS LANDING	39,168.00	
089*0636*3315043	61	TRADDS LANDING	230,673.86	
089*0636*3335045	62	TRADDS LANDING	62,943.00	
089*0675*2711043	63	MARTINS LANDING		21,335.50
089*0675*2711048	64	MARTINS LANDING		4,200.00
089*0675*3355048	65	MARTINS LANDING	4,200.00	
089*0675*3315043	66	MARTINS LANDING	21,335.50	
089*0675*3612010	67	ORANGETREE PH 4	27,220.23	
089*0675*3602006	68	ORANGETREE PH 4	19,346.33	
089*0675*3612008	69	ORANGETREE PH 4	43,489.96	
089*0675*2721098	70	ORANGETREE PH 4		27,220.23
089*0675*2721006	71	ORANGETREE PH 4		.) 19,346.33
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
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GL3.1C	ACCOUN	T INQUIRY - TRANSACTION D	DETAIL	
089*0675*3542011		ACCT TYPE: A	BEG BAL:	691,020.28
089*0675*3542011		STATUS: A	END BAL:	1,051,595.28
LIFT STATION		PERIOD: 06(JU	IN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE -	COMMENT	DEBIT	CREDIT
089*0675*2721008	72	ORANGETREE PH 4		43,489.96
089*0675*2711045	73	ORANGETREE PH 4		26,084.24
089*0675*2711043	74	ORANGETREE PH 4		92,331.83
089*0675*2711048	75	ORANGETREE PH 4		19,431.99
089*0675*3355048	76	ORANGETREE PH 4	19,431.99	
089*0675*3315043	77	ORANGETREE PH 4	92,331.83	
089*0675*3335045	78	ORANGETREE PH 4	26,084.24	
089*0675*3752008	79	ORANGETREE PH 4	58,122.68	
089*0675*3662006	80	ORANGETREE PH 4	31,839.00	
089*0675*2721050	81	ORANGETREE PH 4		58,122.68
089*0675*2721050	82	ORANGETREE PH 4		31,839.00
089*0675*3612010	83	MISSION PK PH 3	9,800.00	
089*0675*3602006 	84 	MISSION PK PH 3 	10,696.00	
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
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GL3.1C	ACCOUN	T INQUIRY -	TRANSACTI		, <u>L</u>	
089*0675*3542011		ACC	 Т ТҮРЕ: А		BEG BAL:	691,020.28
089*0675*3542011			STATUS: A		END BAL:	1,051,595.28
LIFT STATION			PERIOD: 0	6(JUN)	SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE -	COMMENT-			DEBIT	CREDIT
089*0675*3612008	85	MISSION	PK PH 3		17,040.00	
089*0675*2721098	86	MISSION	PK PH 3			, 9,800.00
089*0675*2721006	87	MISSION	PK PH 3			$\sqrt{10,696.00}$
089*0675*2721008	88	MISSION	PK PH 3			17,040.00
089*0675*2711045	89	MISSION	PK PH 3			14,272.00
089*0675*2711043	90	MISSION	PK PH 3			24,270.00
089*0675*2711048	91	MISSION	PK PH 3			2,100.00
089*0675*3355048	92	MISSION	PK PH 3		2,100.00	
089*0675*3315043	93	MISSION	PK PH 3		24,270.00	
089*0675*3335045	94	MISSION I	PK PH 3		14,272.00	
089*0675*3752008	95	MISSION I	PK PH 3		10,522.00	
089*0675*3662006	96	MISSION A	PK PH 3		19,491.00	
089*0675*2721050	97	MISSION I	PK PH 3			10,522.00
ACTION B1	X –E X I T	S(nn)-SCAN	P(S)-PRI	NT B(nn	)-DISP BATCH	NP,PP,NA,PA
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 ACTION	X –E X I T	 S(nn)-SCAN	P(S)-PRINT	B(nn)-DISP B	ATCH NP,PP,NA,P
089*0675*2721050	98	MISSION	PK PH 3		19,491.0
LIFT STATION ACCOUNT			PERIOD: 06(	JUN) SEGMENT:	THREE PRIOR ACT
089*0675*3542011 089*0675*3542011		AC	CT TYPE: A STATUS: A	BEG BAL: END BAL:	·
GL3.1C 	ACCOUN 		TRANSACTION	UETAIL 	

UTILITY AGREEMENT

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THIS UTILITY AGREEMENT dated this 4 day of Movember 1993, by and between LAKE GROVES UTILITIES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and DONRIC, INC., a Florida corporation (hereinafter referred to as the "Owner").

## PREMISES

WHEREAS, Owner is the owner of certain tracts of real property situate in Lake County, Florida, described as follows: That part of the Northwest one-quarter (NW 1/4) which lies East of State Road 25 (U.S. Highway 27), and the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4), all in Section 10, Township 24 South, Range 26 East, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, in connection with the Development it will be necessary to obtain adequate water and sewer service; and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are to serve real property in close proximity to the Property; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that at any time,

subsequent to the date hereof, any governmental refuses to allow the Owner to proceed with developing the Property into the Development because of the provisions of this Agreement, the Owner may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Owner shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned Connection Contributions or funds paid to Utilities hereunder, and, in such event, either party hereto may terminate this Agreement, except with respect to portions of the Development which are then being served hereunder. Upon the termination of this Agreement, Utilities shall execute and record among the Public Records of Lake County, Florida a termination document stating that the Agreement has been terminated and is of no further force and effect, that it is no longer binding upon or running with the title to the Property, and that the Property is released from this Agreement except for any portion thereof that Utilities shall continue to serve. The parties hereto acknowledge that this Agreement provides for both residential and commercial service to the Development. Utilities further agrees that the water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over such service; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure \$600K1258 PAGE 1054 shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance from the Owner of any such facilities by Utilities shall not be an admission of, or acceptance of, such responsibility. Utilities hereby agrees to provide water and sewer service to all units in the Development for which a Connection Contribution has been paid to Utilities in accordance with Paragraph 2 hereof within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement. Utilities agrees to use its best efforts to provide such service at a time earlier than said nine (9) months, and will provide such service at the time that the Off-Site Improvements, On-Site Facilities and any needed plant expansions serving such units are complete if such time is earlier than said nine (9) months.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit and each commercial project hereafter constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall herein be referred to as the "Connection Contribution." The Connection Contribution shall be made up of the contributions-in-aid-ofconstruction ("CIAC"), as approved by the Florida Public Service Commission, and the CIAC Tax Impact, as approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. Each lump sum increment for commercial projects shall be for the entire commercial project then being constructed. For the purposes hereof, the commercial project

then being constructed shall be that portion of a commercial project for which the Developer is then requesting that  $1258\,\mathrm{PACE}\,1055$ provide sewer and water service, and any other portion of such project that the Developer intends to construct at the same time. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided, however, so long as Owner is not in default under this Contract Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for CIAC, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The amount of the Connection Contribution shall be the amount approved by the Florida Public Service Commission. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the CIAC Tax Impact on any contributed property as described in Paragraph 6 hereof, which shall be charged and paid in accordance with said Paragraph 6 hereof, (3) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with Paragraph 7 hereof, or (4) meter

installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water and sewer service to the Development, certain off-site improvements will be These off-site improvements (the "Off-Site constructed. Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary, in accordance with good engineering practices, to (1) transport water from Utilities' plant, which will serve the Development, to the Development and (2) to bring sewage from the Development to Utilities' sewer plant which will serve the Development and to return treated effluent from said plant to the Development for disposal, including all lines, mains, lift stations and facilities, and (3) to dispose of such effluent at the disposal sites in the Development. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not exceed the amount of sewage originating from the Development which is being treated by Utilities. The treated effluent returned to the Development shall meet all governmentally imposed standards for quality imposed with respect to treated effluent which is to be disposed of in the manner contemplated herein. Once Utilities begins to return treated effluent to the Development, it will agree to provide sufficient effluent to meet the development's irrigation needs for common area irrigation. The location of the disposal sites to be dedicated by the Owner shall be selected by the Owner and may be moved, from time to time, by the Owner; provided, that all such sites must meet engineering criteria for disposal of effluent approved by Utilities, and that the disposal process shall not be interrupted by their relocation. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from

time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which is the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for Development, or a pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvements which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however, Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities related to providing service to others. Notwithstanding the foregoing, Utilities agrees that in no instance will the Owner be required to pay for more than the cost of the portion of the capacity in an Off-Site Improvement which is required for the Development, as set forth in sub-sections (a) and (b) above in this Paragraph 3. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

4. ON-SITE FACILITIES. As the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities (the "On-Site Facilities"), including generally all the water and sewer utility

Development to be constructed on the Property to the Off-Site BOOK 1258 PAGE 1058 Improvements or the lines of Utilities, and including specifically, all lines, mains, lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
  - B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the

requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the BOOK 1258 PAGE 1059 conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. At the time that Owner shall pay Utilities for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with

Paragraph 5 hereof, Owner shall pay to Utilities, in cash, the CIAC Tax Impact approved by the Florida Public Service Commission with BOOK 1258 PAGE 1060 respect thereto. The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and on the payment of the CIAC Tax Impact itself. The amount currently approved by the Florida Public Service Commission is sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder. Notwithstanding anything to the contrary contained in this paragraph, or in Paragraph 2 hereof, the Owner may defer payment of any CIAC Tax Impact due hereunder until the January 31st of the calendar year following the calendar year in which such CIAC Tax Impact comes due; provided, that the payment of such CIAC Tax Impact is secured in full by an unconditional letter of credit issued to Utilities by a national bank doing business in Orange County, Florida acceptable to Utilities.

7. RATES, CHARGES AND FEES. The rates, charges and fees to be charged by Utilities for water and sewer service to the Owner and to the Development hereafter built on the Property shall be those rates, charges and fees of Utilities which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and

times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

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- 8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within six (6) months from the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area or service is actually rendered hereunder.
- 10. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.
- 11. SALE OF UTILITY SYSTEMS. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to a duly constituted county or municipality, or any

agency or entity under such county's or municipality's control, supervision or direction, or any other governmental agency, Owner agrees that with respect to water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control. In the event Utilities shall hereafter sell the utility systems, or any part thereof, serving the Property, Utilities shall seek to have the purchaser thereof agree to assume and agree to perform all of Utilities' obligations and agreements under this Agreement, including its obligations to provide service without charge with respect to all prepaid Connection Contributions then existing hereunder and, in the absence of an agreement to provide such service without charge, Utilities shall refund to Owner all then existing prepaid Connection Contributions.

- 12. <u>DEFAULT</u>. No party shall be deemed to be in default (the "Defaulting Party") under this Agreement unless such party shall have received a written notice of default from the other party hereto (the "Non-Defaulting Party") which sets forth and describes a default hereunder and such Defaulting Party shall have failed to cure such default within a thirty (30) day period beginning with the delivery of such notice; provided, however, if such default can not be cured within a thirty (30) day period, the Defaulting Party shall not be in default hereunder if it makes a good faith effort to begin to cure such default within said thirty (30) day period and cures such default within a reasonable time thereafter.
- 13. ATTORNEYS' FEES. In the event there is a dispute between the parties hereto with respect to, or arising out of, this Agreement which results in litigation between the parties hereto, the losing party in such litigation shall pay all of the costs and expenses incurred in such litigation by the prevailing party, at both the trial and appellate levels of litigation, including all reasonable attorneys' fees paid by the prevailing party.
- 14. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the

terms hereof, shall be delivered to the parties at the respective BOOK 1258 PAGE 1063 addresses:

LAKE GROVES UTILITIES, INC. Utilities:

Post Office Box 3873 Longwood, Florida 32791

JOHN F. LOWNDES, ESQUIRE With copy to: Lowndes, Drosdick, Doster,

Kantor & Reed, P.A. Post Office Box 2809 Orlando, Florida 32802

DONRIC, INC. Owner:

Attn.: D. G. Cloughley P. O. Box 671

Winter Garden, Florida 34777

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein, and such notices shall be deemed to be delivered when so mailed.

15. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

#### 16. MISCELLANEOUS.

- Time is hereby made of the essence of this Agreement in all respects.
- This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal: in dignity to the execution of this Agreement.
- This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
- This Agreement shall be governed by the laws of the State of Florida.
- This Agreement shall be effective upon proper execution by both parties hereto.

This Agreement shall be executed in several counterparts each of which if properly executed by both BOOK 1258 PACE 1064 parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Printed Name

Printed Name

LAKE GROVES UTILITIES, INC.

Mandell, Robert A. President

Date: /1-4-93

(CORPORATE SÉAL)

(CORPORATE

The state of the s

Printed Name DONRIC, INC.

Name: Fon

Date:

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this day of Movember, 1993 by Robert A. Mandell, President of Lake Groves Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did (not) take an

oath.

Signature

MADDOY Typed or Printed Name

Commission No. CC 31202-

Commission Expires: 8-30-97

DONNA J. MADDOX MY COMMISSION / CC312025 EXPIRES August 30, 1997 BONDED THRU TROY FAIN RISURANCE, INC.

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STATE OF FLORIDA COUNTY OF LC

The	foregoing	instrumen	t was	acknowle	dged	before	me	this
· 20th	day of _oc	- 703 cm	, 1993	by D	c	Longhyn		,
as Sc	cu crang	of	Donri	C, Inc.,	on	behalf	of	the
corporat	ion. He/s	he is pers	sonally	<u>known</u> t	o me	or bas	prod	duced
		as	ident	ification	and	did (not	/) ta	ke an
oath.								

Signature

July G. Hubsow

Typed or Printed Name

Commission No.

Commission Expires:



#### **TITILITY AGREEMENT**

THIS TELLTY AGREEMENT dated this and day of June 2002 by and between LAKE GROVES TELLTIES, a Florida corporation (hereinafter referred to as "Utilities"), and MISSION PARK, LELP, a Florida Limited Liability Limited Partnership (hereinafter referred to as the "Owner").

#### PREMISES

WHEREAS, Owner is the owner of approximately 40 acres of real property-situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 50 residential building lots requiring water and sewer service thereinafter referred to as the "Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set touth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water

and sewer service for any reason, Utilities shall have no hability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any uncarned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

CONTRIBUTION IN AID OF CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall bereinafter be referred to as the "Connection Contribution," The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump-sum increments, Each lump-sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump-sum increments of Connection Contributions shall be paid in each or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Contract, Utilities will accommodate Owner, upon, request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any hunp-sum increment paid for Connection

Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump-sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid

in accordance with said Paragraph. 3; (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and; (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development - including all lines, mains, lift stations and facilities, and may include lines for return of ellhient from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The fand for the disposal sites on the Property shall be provided by the Owner at no cost to Públies; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not be less than the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from time to time, when Owner requests service bereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder. Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development, or pro-rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and; (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however,

where the Owner pays for more than its pro rata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Owner up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the lature lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefore by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and alforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-STITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Dtilities' water, reclaimed water and sewer systems with respect to any for or project in the Development, and as a condition precedent for the right to make such connection. Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities



as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement, Notwithstanding the foregoing. Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water, reclaimed water and sewer facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. In the event, current Federal income tax laws treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities, then, at the time that Owner shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Owner shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously



approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utifities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Owner's rights under this Agreement. The record owner of the fot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as fimited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Dulities.



- 8. WATER METERS. It is hereby agreed by the parties hereto that Dtilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within twelve (12) months for the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area.
- 10. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof 1 with the water and sewer service to be provided hereunder.
- 11. SALE TO GOVERNMENTAL ENTITY. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Owner agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations bereunder.
- 12. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:



Utilities: LAKE GROVES UTILITIES, INC.

2335 Sanders Road Northbrook, IL 60062

Atm.: James Camaren, Chairman & CEO

Owner: MISSION PARK, LLLP

1155 South Semoran Blvd.-Suite 1120

Winter Park, FL 32792 Attn.: Igor Teplitsky

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

13. <u>TERM.</u> The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

#### 14. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

LAKE GROVES UTILITIES, INC.

James Camaren, Chairman & C.E.O.

ATTEST:

1.<

Ju. S.

MISSION PARK, LLLP

Igar Teplitsty General Partner

ATTEST:

Haver Spelling

#### UTILITY AGREEMENT

THIS UTILITY AGREEMENT dated this 15 day of 2 to 2003 by and between LAKE UTILITY SERVICES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and MISSION PARK, LLLP, a Florida Limited Liability Limited Partnership (hereinafter referred to as the "Owner").

#### **PREMISES**

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WHEREAS, Owner is the owner of approximately 14:20 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 76 residential building lots requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water

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and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION, Owner hereby agrees to 2. contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump-sum increments. Each lump-sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump-sum increments of Connection Contributions shall be paid in cash or cashier's cheek, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Contract, Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump-sum increment paid for Connection



Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph I hereof) and such lump-sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3; (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and; (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not be less than the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements, which must be constructed to serve the Development, may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from time to time when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development, or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and; (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however,



Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing, Utilities agrees that in those instances where the Owner pays for more than its pro rata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Owner up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect into such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

- 4. <u>ON-SITE FACILITIES</u>. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefore by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities



as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition. Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water, reclaimed water and sewer facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. In the event, current Federal income tax laws treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities, then, at the time that Owner shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Owner shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved



by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install



a water meter or water meters, as Utilities should deem to be necessary to serve the Development

and the Property. Utilities shall have the right to designate the number, type, quality and size of

said meter or meters. The cost for said water meter or water meters and the labor charges

associated with its installation shall be paid to Utilities by Owner prior to installation of each

such meter at the rate from time to time approved by the Florida Public Service Commission or

any other governmental regulatory body from time to time having jurisdiction over such matters.

Said sum shall be due and payable prior to the time of installation of said meter or meters. All

water meters so installed shall remain the property of Utilities.

9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities

shall petition the Florida Public Service Commission for permission to include the Property in

Utilities' service area as approved by the Florida Public Service Commission. In the event that

the Florida Public Service Commission shall fail to approve and grant said petition to include the

Property in Utilities' service area within twelve (12) months for the date hereof, either party

hereto shall have the right to terminate this Agreement at any time until the Property is included

in the said service area.

10. PLATS. All plats of the Property, or portions thereof, filed among the Public Records

of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility

casements as may be reasonable and necessarily required for the purpose of serving the Property.

or portions thereof with the water and sewer service to be provided hereunder.

11. SALE TO GOVERNMENTAL ENTITY. In the event Utilities shall hereafter sell

the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County,

or a duly constituted municipality, or any agency or entity under such State's, County or

municipality's control, supervision or direction. Owner agrees that with respect to water,

reclaimed water and sewer service to the Property, the rules and regulations of such purchaser,

and not the provisions of this contract, shall control, and that, upon assignment of this Agreement

to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

12. NOTICES. Payments required to be made under the terms hereof and notices

permitted, or required to be made under the terms hereof, shall be delivered to the parties at the

respective addresses:

LAKE UTILITY SERVICES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Owner:

**Utilities:** 

MISSION PARK, LLLP

1155 South Semoran Blvd.-Suite 1120

Winter Park, FL 32792

Attn.: Igor Teplitsky

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Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

13. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

### 14. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.
- F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

LAKE UTILITY SERVICES, INC.

James Campren, Chairman & C.E.O.

ATTEST:

MISSION PARK, LLLP

ATTEST:

Mier Spallma

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# <u>UTILITY AGREEMENT</u> <u>HOLLY HILL GROVES</u> <u>LAKE COUNTY, FLORIDA</u>

THIS UTILITY AGREEMENT dated this \_\_\_\_day of \_\_\_\_\_\_\_\_1999 by and between LAKE GROVES UTILITIES, a Florida corporation (hereinafter referred to as "Utilities"), and THE GREATER CONSTRUCTION CORPORATION, a Florida corporation (hereinafter referred to as the "Developer").

## WITNESSETH

WHEREAS, Developer is the contract purchaser of approximately 300 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 600 residential building lots requiring water and sewer service (hereinafter referred to as the ("Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Developer as described hereafter, Developer and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Developer hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Developer further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that Lake County lawfully refuses to allow the Developer to proceed with developing the Property into the Development because of the provisions of this Agreement, the Developer may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Developer shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Developer; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water and sewer service for any reason. Utilities shall have no liability to Developer whatsoever except that Utilities shall be obligated to return, without interest, any uncarned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Developer; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Developer

shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Developer hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Developer to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Developer requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Developer is not in default under this Contract, Utilities will accommodate Developer, upon, request, by furnishing Developer with a letter to addressees designated by Developer stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Developer be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Developer only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any

other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3 (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines. mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Developer at no cost to Utilities; provided, however, the amount of land for treated effluent returned to and disposed of on the Property at such sites shall not be less than that amount needed to dispose of the amount of effluent equal to the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Developer requests service hereunder. At the time, and from time to time, when Developer requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development herounder, Developer shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction. Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development.

or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Developer's cost and expense; provided, however, Utilities, at its option, may require Developer to construct such additional Off-Site Improvements, at Developer's cost and expense, in which case Developer shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing. Utilities agrees that in those instances where the Developer pays for more than its prorata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Developer up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Developer on request, and all applicable governmental and regulatory authorities.

- 4. <u>ON-SITE FACILITIES</u>. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Developer agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
  - A. The On-Site Facilities shall be constructed and installed by Developer only

after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Developer desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Developer shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Developer is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement, Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Developer. In addition. Utilities shall not be obligated to make any connections until Utilities has received the

Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for onsite water, reclaimed water and sewer facilities and line extensions shall be paid in full by Developer prior to the transfer to Utilities. By conveyance of the On Site Facilities, Developer shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Developer will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. The current Federal income tax laws do not treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities. However, if there is a change in the law which makes any of these items taxable to Utilities, then the provision of this paragraph shall apply. In the event of such change in the law, then, at the time that Developer shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Developer shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Developer shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash

paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Developer shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Developer of the amount of the CIAC Tax Impact due Utilities from Developer hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Developer for capacity reserved but not being used by an active customer. Developer shall begin paying guaranteed revenue charges at the time Developer shall request. Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Developer shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Developer shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Developer's rights under this Agreement. The record Developer of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

- 8. WATER METERS It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Developer prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof 1 with the water and sewer service to be provided hereunder.
- 10. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities: LAKE GROVES UTILITIES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Developer: THE GREATER CONSTRUCTION CORPORATION

1105 Kensington Park Drive Altamonte Springs, FL 32714

Attn.: Charles W. Gregg, P. E., President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. <u>TERM</u>. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

## 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

	LAKE GROVES UTILITIES, INC.
	By: James Camaren Chairman & CEO
ATTEST:	
	THE GREATER CONSTRUCTION CORP
	By: Charles W. Gregg President
ATTEST:	

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION DET		
089*0675*3542011		ACCT TYPE: A	BEG BAL:	1,051,595.28
089*0675*3542011		STATUS: A	END BAL:	1,131,118.28
LIFT STATION		PERIOD: 12(DEC)	) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	CREDIT
089*0631*2711045	1	BENT TREE PH 2		8,675.00
089*0631*2711043	2	BENT TREE PH 2		73,068.00
089*0631*2711048	3	BENT TREE PH 2		3,750.00
089*0631*3355048	4	BENT TREE PH 2	3,750.00	
089*0631*3315043	5	BENT TREE PH 2	73,068.00	
089*0631*3335045	6	BENT TREE PH 2	8,675.00	
089*0675*3612010	7	TRADDS LANDING PH 2	<b>3</b> 6,668.00	
089*0675*3602006	8	TRADDS LANDING PH 2	<b>√</b> 24,542.00	
089*0675*3542011	9	TRADDS LANDING PH 2	79,523.00	
089*0675*3612008	10	TRADDS LANDING PH 2	84,371.78	
089*0675*2721098	11	TRADDS LANDING PH 2		<b>,</b> 36,668.00
089*0675*2721006	12	TRADDS LANDING PH 2		$\sqrt{24,542.00}$
089*0675*2721011	13	TRADDS LANDING PH 2		79,523.00
ACTION B1	x –E x I T	S(nn)-SCAN P(S)-PRINT B(	nn)-DISP BATCH	NP,PP,NA,PA
		ue scan, X to end scan .A Batch: 10 - THIS BATCH I	S FROM THE ARCH	IVE FILE!

LIFT STATION ACCOUNT 089*0675*2721008 089*0636*2711045	14	PERIOD: 12(DEC	END BAL: 1 C) SEGMENT: THREE	1,131,118.28 E PRIOR ACT
LIFT STATION ACCOUNT 089*0675*2721008 089*0636*2711045	-LINE 14	PERIOD: 12(DEC	C) SEGMENT: THREE	PRIOR ACT
ACCOUNT 089*0675*2721008 089*0636*2711045	14	COMMENT		
089*0675*2721008 089*0636*2711045	14		DEBIT	
089*0636*2711045		TDADDC LANDING DH 3		CREDIT
	1 -	TRADDS LANDING PH 2		84,371.78
089*0636*2711043		TRADDS LANDING PH 2		13,056.00
000 0000 2/11040	16	TRADDS LANDING PH 2		78,230.47
089*0636*2711048	17	TRADDS LANDING PH 2		21,629.00
	18	TRADDS LANDING PH 2	13,056.00	
089*0636*3315043	19	TRADDS LANDING PH 2	78,230.47	
089*0636*3335045	20	TRADDS LANDING PH 2	21,629.00	
089*0675*3612010	21	ORANGETREE PH 5	8,920.00	
	22	ORANGETREE PH 5	<i>V</i> 8,110.00	
	23	ORANGETREE PH 5	23,471.85	
	24	ORANGETREE PH 5		,8,920.00
089*0675*2721006	25	ORANGETREE PH 5		$\int 8,110.00$
089*0675*2721008	26	ORANGETREE PH 5		23,471.85
ACTION B1 X-	-EXIT S(	nn)-SCAN P(S)-PRINT B	(nn)-DISP BATCH	NP,PP,NA,PA

GL3.1C	ACCOUN	T INQUIRY - TRANSACTI		<u> 2 44 1884. 21. 1994. 21</u>
089*0675*3542011		ACCT TYPE: A	BEG BAL:	1,051,595.2
089*0675*3542011		STATUS: A	END BAL:	
LIFT STATION			2(DEC) SEGMENT: THR	
	LINE-	COMMENT	DEBIT-	CREDI
089*0675*2711045	27	ORANGETREE PH 5		11,410.00
089*0675*2711043	28	ORANGETREE PH 5		51,723.75
089*0675*2711048	29	ORANGETREE PH 5		11,025.00
089*0675*3355048	30	ORANGETREE PH 5	11,025.00	
089*0675*3315043	31	ORANGETREE PH 5	51,723.75	
089*0675*3335045	32	ORANGETREE PH 5	11,410.00	
ACTION	X -E X I T	S(nn)-SCAN P(S)-PRI	NT B(nn)-DISP BATCH	NP,PP,NA,PA
Enter action.				

# <u>UTILITY AGREEMENT</u> <u>HOLLY HILL GROVES</u> <u>LAKE COUNTY, FLORIDA</u>

THIS UTILITY AGREEMENT dated this day of	999	by	and
between LAKE GROVES UTILITIES, a Florida corporation (hereinafter referred to as	"Uti	ilitie	:s"),
and THE GREATER CONSTRUCTION CORPORATION, a Florida corporation	(her	reina	ıfter
referred to as the "Developer").			

# WITNESSETH

WHEREAS. Developer is the contract purchaser of approximately 300 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 600 residential building lots requiring water and sewer service (hereinafter referred to as the ("Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Developer as described hereafter, Developer and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Developer hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Developer further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that Lake County lawfully refuses to allow the Developer to proceed with developing the Property into the Development because of the provisions of this Agreement, the Developer may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Developer shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Developer; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water and sewer service for any reason. Utilities shall have no liability to Developer whatsoever except that Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Developer; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Developer

shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Developer hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Developer to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Developer requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Developer is not in default under this Contract, Utilities will accommodate Developer, upon, request, by furnishing Developer with a letter to addressees designated by Developer stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Developer be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Developer only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any

other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3 (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines. mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Developer at no cost to Utilities; provided, however, the amount of land for treated effluent returned to and disposed of on the Property at such sites shall not be less than that amount needed to dispose of the amount of effluent equal to the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Developer requests service hereunder. At the time, and from time to time, when Developer requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Developer shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development,

or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Developer's cost and expense; provided, however, Utilities, at its option, may require Developer to construct such additional Off-Site Improvements, at Developer's cost and expense, in which case Developer shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing. Utilities agrees that in those instances where the Developer pays for more than its prorata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Developer up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Developer on request, and all applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Developer agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
  - A. The On-Site Facilities shall be constructed and installed by Developer only

after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Developer desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Developer shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Developer is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of. Developer. In addition, Utilities shall not be obligated to make any connections until Utilities has received the

Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for onsite water, reclaimed water and sewer facilities and line extensions shall be paid in full by Developer prior to the transfer to Utilities. By conveyance of the On Site Facilities, Developer shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Developer will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. The current Federal income tax laws do not treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities. However, if there is a change in the law which makes any of these items taxable to Utilities, then the provision of this paragraph shall apply. In the event of such change in the law, then, at the time that Developer shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Developer shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Developer shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash

paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Developer shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities. Utilities shall advise Developer of the amount of the CIAC Tax Impact due Utilities from Developer hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Developer for capacity reserved but not being used by an active customer. Developer shall begin paying guaranteed revenue charges at the time Developer shall request. Utilities to provide water, reclaimed water and sewer service to the Property; provided, however. Developer shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Developer shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Developer's rights under this Agreement. The record Developer of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold

harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

- 8. WATER METERS It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Developer prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof I with the water and sewer service to be provided hereunder.
- 10. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

**Utilities:** 

LAKE GROVES UTILITIES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Developer:

THE GREATER CONSTRUCTION CORPORATION

1105 Kensington Park Drive Altamonte Springs, FL 32714

Attn.: Charles W. Gregg, P. E., President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

## 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

	F.	This	Agreement	shall	be	executed	in	several counterparts of	each of	fwhich
if properly exec	uted by	both	parties shal	l be co	onsi	dered an o	nig	ginal.		

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

	LAKE GROVES UTILITIES, INC.
	By: James Carnaren Chairman & CEO
ATTEST:	
	THE GREATER CONSTRUCTION CORP.
	By:Charles W. Gregg President
ATTEST:	

### UTILITY AGREEMENT

BOOK 1258 PAUL 1052

93 61372

THIS UTILITY AGREEMENT dated this 4 day of Mounter

1993, by and between LAKE GROVES UTILITIES, INC., a Florida
corporation (hereinafter referred to as "Utilities"), and DONRIC,
INC., a Florida corporation (hereinafter referred to as the "Owner").

### PREMISES

WHEREAS, Owner is the owner of certain tracts of real property situate in Lake County, Florida, described as follows: That part of the Northwest one-quarter (NW 1/4) which lies East of State Road 25 (U.S. Highway 27), and the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4), all in Section 10, Township 24 South, Range 26 East, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, in connection with the Development it will be necessary to obtain adequate water and sewer service; and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are to serve real property in close proximity to the Property; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that at any time,

subsequent to the date hereof, any governmental entity lawfully BOUK 1258 PAGE 1053 refuses to allow the Owner to proceed with developing the Property into the Development because of the provisions of this Agreement, the Owner may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Owner shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned Connection Contributions or funds paid to Utilities hereunder, and, in such event, either party hereto may terminate this Agreement, except with respect to portions of the Development which are then being served hereunder. Upon the termination of this Agreement, Utilities shall execute and record among the Public Records of Lake County, Florida a termination document stating that the Agreement has been terminated and is of no further force and effect, that it is no longer binding upon or running with the title to the Property, and that the Property is released from this Agreement except for any portion thereof that Utilities shall continue to serve. The parties hereto acknowledge that this Agreement provides for both residential and commercial service to the Development. Utilities further agrees that the water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over such service; provided, however, that Utilities shall not be responsible for any failure to meet or comply with

said standards or requirements to the extent that su shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance from the Owner of any such facilities by Utilities shall not be an admission of, or acceptance of, such responsibility. Utilities hereby agrees to provide water and sewer service to all units in the Development for which a Connection Contribution has been paid to Utilities in accordance with Paragraph 2 hereof within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement. Utilities agrees to use its best efforts to provide such service at a time earlier than said nine (9) months, and will provide such service at the time that the Off-Site Improvements, On-Site Facilities and any needed plant expansions serving such units are complete if such time is earlier than said nine (9) months.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit and each commercial project hereafter constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall herein be referred to as the "Connection Contribution." The Connection Contribution shall be made up of the contributions-in-aid-ofconstruction ("CIAC"), as approved by the Florida Public Service Commission, and the CIAC Tax Impact, as approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. Each lump sum increment for commercial projects shall be for the entire commercial project then being constructed. For the purposes hereof, the commercial project

then being constructed shall be that portion of a commercial project for which the Developer is then requesting that  $00001258\,\mathrm{PAGE}\,1055$ provide sewer and water service, and any other portion of such project that the Developer intends to construct at the same time. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided, however, so long as Owner is not in default under this Contract Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for CIAC, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The amount of the Connection Contribution shall be the amount approved by the Florida Public Service Commission. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the CIAC Tax Impact on any contributed property as described in Paragraph 6 hereof, which shall be charged and paid in accordance with said Paragraph 6 hereof, (3) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with Paragraph 7 hereof, or (4) meter

installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

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3. OFF-SITE IMPROVEMENTS. In order to provide water and sewer service to the Development, certain off-site improvements will be These off-site improvements (the constructed. Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary, in accordance with good engineering practices, to (1) transport water from Utilities' plant, which will serve the Development, to the Development and (2) to bring sewage from the Development to Utilities' sewer plant which will serve the Development and to return treated effluent from said plant to the Development for disposal, including all lines, mains, lift stations and facilities, and (3) to dispose of such effluent at the disposal sites in the Development. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not exceed the amount of sewage originating from the Development which is being treated by Utilities. The treated effluent returned to the Development shall meet all governmentally imposed standards for quality imposed with respect to treated effluent which is to be disposed of in the manner contemplated herein. Once Utilities begins to return treated effluent to the Development, it will agree to provide sufficient effluent to meet the development's irrigation needs for common area irrigation. The location of the disposal sites to be dedicated by the Owner shall be selected by the Owner and may be moved, from time to time, by the Owner; provided, that all such sites must meet engineering criteria for disposal of effluent approved by Utilities, and that the disposal process shall not be interrupted by their relocation. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from

time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities 1057the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which is the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for Development, or a pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvements which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however, Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities related to providing service to others. Notwithstanding the foregoing, Utilities agrees that in no instance will the Owner be required to pay for more than the cost of the portion of the capacity in an Off-Site Improvement which is required for the Development, as set forth in sub-sections (a) and (b) above in this Paragraph 3. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

4. ON-SITE FACILITIES. As the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities (the "On-Site Facilities"), including generally all the water and sewer utility

Development to be constructed on the Property to the Off-Site BOOK 1258 PAGE 1058 Improvements or the lines of Utilities, and including specifically, all lines, mains, lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

- A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.
  - B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the

requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the BOOK 1258 PAGE 1059 conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever. Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials. construction tests and testing and installation for on-site water facilities and line extensions shall be paid in full by Owner prior By conveyance of the On-Site to the transfer to Utilities. Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. At the time that Owner shall pay Utilities for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with

Paragraph 5 hereof, Owner shall pay to Utilities, in cash, the CIAC Tax Impact approved by the Florida Public Service Commission with BOOK 1258 PACE 1060 respect thereto. The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and on the payment of the CIAC Tax Impact itself. The amount currently approved by the Florida Public Service Commission is sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder. Notwithstanding anything to the contrary contained in this paragraph, or in Paragraph 2 hereof, the Owner may defer payment of any CIAC Tax Impact due hereunder until the January 31st of the calendar year following the calendar year in which such CIAC Tax Impact comes due; provided, that the payment of such CIAC Tax Impact is secured in full by an unconditional letter of credit issued to Utilities by a national bank doing business in Orange County, Florida acceptable to Utilities.

7. RATES, CHARGES AND FEES. The rates, charges and fees to be charged by Utilities for water and sewer service to the Owner and to the Development hereafter built on the Property shall be those rates, charges and fees of Utilities which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and

times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

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- 8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within six (6) months from the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area or service is actually rendered hereunder.
- 10. <u>PLATS</u>. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.
- 11. SALE OF UTILITY SYSTEMS. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to a duly constituted county or municipality, or any

agency or entity under such county's or municipality's control, supervision or direction, or any other governmental agency, Owner agrees that with respect to water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control. In the event Utilities shall hereafter sell the utility systems, or any part thereof, serving the Property, Utilities shall seek to have the purchaser thereof agree to assume and agree to perform all of Utilities' obligations and agreements under this Agreement, including its obligations to provide service without charge with respect to all prepaid Connection Contributions then existing hereunder and, in the absence of an agreement to provide such service without charge, Utilities shall refund to Owner all then existing prepaid Connection Contributions.

- 12. <u>DEFAULT</u>. No party shall be deemed to be in default (the "Defaulting Party") under this Agreement unless such party shall have received a written notice of default from the other party hereto (the "Non-Defaulting Party") which sets forth and describes a default hereunder and such Defaulting Party shall have failed to cure such default within a thirty (30) day period beginning with the delivery of such notice; provided, however, if such default can not be cured within a thirty (30) day period, the Defaulting Party shall not be in default hereunder if it makes a good faith effort to begin to cure such default within said thirty (30) day period and cures such default within a reasonable time thereafter.
- 13. ATTORNEYS' FEES. In the event there is a dispute between the parties hereto with respect to, or arising out of, this Agreement which results in litigation between the parties hereto, the losing party in such litigation shall pay all of the costs and expenses incurred in such litigation by the prevailing party, at both the trial and appellate levels of litigation, including all reasonable attorneys' fees paid by the prevailing party.
- 14. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the

terms hereof, shall be delivered to the parties at the respective addresses:

Utilities: LAKE GROVES UTILITIES, INC.

Post Office Box 3873 Longwood, Florida 32791

With copy to: JOHN F. LOWNDES, ESQUIRE

Lowndes, Drosdick, Doster, Kantor & Reed, P.A. Post Office Box 2809 Orlando, Florida 32802

Owner: DONRIC, INC.

DONRIC, INC. Attn.: D. G. Cloughley

P. O. Box 671

Winter Garden, Florida 34777

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein, and such notices shall be deemed to be delivered when so mailed.

of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

### 16. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
- D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original. 800K 1258 PAGE 1064

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Printed Name

Printed Name

LAKE GROVES UTILITIES, INC.

Robert A. President

Date: /1-4-93

(CORPORATE SEAL

DONRIC, INC.

Name: Genal

Date:

(CORPORAS)

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4/2 day of Mandell, President of Lake Groves Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did (not) take an

oath.

Dadda Signature

Typed or Printed Name

Commission No. CC 3/2021-

Commission Expires: 8-30-97

DONNA J. MADDOX MY COMMISSION # CC312025 EXPIRES August 30, 1997 BONDED THPLI TROY FAIN INSURANCE, INC.

The	foregoin	ng ins	trument	was	acknow	ledge	ed be	efore	me	this
20th	day of _	OCTO3.	<u> </u>	, 1993	by	2 G	CLon	ghyn		
as Sc	CHETAM		ပ£	Donri	c, Inc	.,	on b	ehalf	$\circ f$	the
as <u>Sc</u> corporat	ion. He	she i	s pers	onally	known	to	me o	r bas	prod	luced
	_		as	ident:	ification	on ar	nd die	i (not)	) tak	ke an
oath.										

Signature

July G. Hubsow

Typed or Printed Name

Commission No.

Commission Expires:



\*\*F 3\*\*

JB S	1080I	/I SI ON	NAME		TYPE	PRJ	PROJEC	T DESCRIPTION		ACCOUNT NUMB	ER INIT	HOURS E	EXT AMOUNT	RA
575	LAKE	GROVES	UTILITIE	S INC	WATER	06	WATER	BUILDINGS		3044031	STH NEH	1 2	28.50 57.00	28. 28.
									TOTAL	3044031	3	85.	.50	
575	LAKE	GROVES	UTILITIE	S INC	WATER	01	WATER	SUPPLY		3072014	DLO PCF SLH	18 7 2	513.00 451.50 57.00	28. 64. 28.
									TOTAL	3072014	27	1,021.	.50	
75	LAKE	GROVES	UTILITIE	S INC	WATER	07	WATER	TREATMENT EQUIPMENT	Γ	3204032	SLH	1	28.50	28.
									TOTAL	3204032	1	28.	.50	
675	LAKE	GROVES	UTILITIE	S INC	WATER	04	WATER	MAINS CONSTRUCTION		3315043	BHC BKG DLO JEH PCF RAB RXC	22 112 3 70 2 18 3	627.00 3,192.00 85.50 1,995.00 129.00 513.00 85.50	28. 28. 28. 28. 64. 28. 28.
									TOTAL	3315043	230	6,627.	.00	
									TOTAL	WATER	261	7,762.	.50	
575	LAKE	GROVES	UTILITIE	S INC	M/WTR	91	MISCE	LLANEOUS WATER		3335045	XX	844	24,054.00	28
									TOTAL	3335045	844	24,054.	.00	
									TOTAL	M/WTR	844	24,054.	.00	
575	LAKE	GROVES	UTILITIE	S INC	WATER	08	METER	INSTALLATION		3345047	CJB DXP HRP JAM JFG RAB RXC	3 4 7 2 4 4 133	85.50 114.00 199.50 57.00 114.00 114.00 3,790.50	28 28 28 28 28 28 28
									TOTAL	. 3345047	157	4,474	.50	
									TOTAL	WATER	157	4,474	•50	
675	LAKE	GROVES	UTILITIE	S INC	SEWER	13	SEWER	LIFT STATIONS CONS	T	3542011	BHC HRP TWA	1 2 14	28.50 57.00 399.00	28 28 28
									TOTAL	. 3542011	17	484	.50	
									TOTAL	. Sewer	17	484	.50	
575	LAKE	GROVES	UTILITI	S INC	M/SWR	92	MI SCE	LLANEOUS SEWER		3602006	YY	838	23,883.00	28
									TOTAL	3602006	838	23,883	00.	

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION DET	AIL	
		ACCT TYPE: A	BEG BAL:	559,795.20
189*0675*3602007		STATUS: A	END BAL:	607,025.50
ORCE OR VACUUM MA	AINS	PERIOD: 06(JUN)	SEGMENT: THREE	PRIOR ACT
CCOUNT	LINE-	COMMENT	DEBIT	CREDI
89*0675*3602006	1	WESTON HILLS III PH B	14,448.00	
89*0675*2721006	2	WESTON HILLS III PH B		14,448.00
89*0675*3612008	3	WESTON HILLS III PH B	44,254.00	
89*0675*2721008	4	WESTON HILLS III PH B		44,254.00
89*0675*3612010	5	WESTON HILLS III PH B	22,515.00	
89*0675*2721098	6	WESTON HILLS III PH B		22,515.00
89*0675*3662006	7	WESTON HILLS III PH B	20,292.00	
89*0675*3752008	8	WESTON HILLS III PH B	13,808.00	
89*0675*2722050	9	WESTON HILLS III PH B		20,292.00
89*0675*2722050	10	WESTON HILLS III PH B		13,808.00
89*0675*2711043	11	WESTON HILLS III PH B		47,974.00
89*0675*2711048	12	WESTON HILLS III PH B		8,400.00
89*0675*3355048	13	WESTON HILLS III PH B	8,400.00	
CTION B1	X –EXIT	S(nn)-SCAN P(S)-PRINT B(	nn)-DISP BATCH	NP, PP, NA, PA

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION D	ETAIL	
089*0675*3602007		ACCT TYPE: A	BEG BAL:	559,795.20
089*0675*3602007		STATUS: A	END BAL:	607,025.50
FORCE OR VACUUM MA	AINS	PERIOD: 06(JUN	N) SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE	COMMENT	DEBIT	CREDIT
089*0675*3315043	14	WESTON HILLS III PH B	47,974.00	
089*0675*3335045	15	WESTON HILLS III PH B	16,576.00	
089*0675*2711045	16	WESTON HILLS III PH B		16,576.00
089*0667*3315043	17	SHORES LK CLAIR	24,850.00	
089*0667*3335045	18	SHORES LK CLAIR	5,650.00	
089*0667*2711043	19	SHORES LK CLAIR		24,850.00
089*0667*2711045	20	SHORES LK CLAIR		5,650.00
089*0667*2711045	21	VISTA PINES		6,866.00
089*0667*2711043	22	VISTA PINES		34,972.56
089*0667*2711048	23	VISTA PINES		6,411.00
089*0667*3355048	24	VISTA PINES	6,411.00	
089*0667*3315043	25	VISTA PINES	34,972.56	
089*0667*3335045	26	VISTA PINES	6,866.00	
ACTION B1	XE X I T	S(nn)-SCAN P(S)-PRINT E	3(nn)-DISP BATCH	NP,PP,NA,PA
 Q4201 Enter <cr> t</cr>	o continu	e scan, X to end scan		

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GL3.1C	ACCOUN	T INQUIRY - TRANSACTION D	ETAIL	
089*0675*3602007		ACCT TYPE: A	BEG BAL:	559,795.20
089*0675*3602007		STATUS: A	END BAL:	607,025.50
FORCE OR VACUUM MA	AINS	PERIOD: 06(JU	IN) SEGMENT: THREE	PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	CREDIT
089*0631*2711045	27	SPRING VALLEY PH 7		11,610.00
089*0631*2711043	28	SPRING VALLEY PH 7		9,898.50
089*0631*2711048	29	SPRING VALLEY PH 7		5,250.00
089*0631*3355048	30	SPRING VALLEY PH 7	5,250.00	
089*0631*3315043	31	SPRING VALLEY PH 7	9,898.50	
089*0631*3335045	32	SPRING VALLEY PH 7	11,610.00	
089*0667*2711045	33	REGAL RIDGE		7,117.30
089*0667*2711043	34	REGAL RIDGE		34,582.70
089*0667*3315043	35	REGAL RIDGE	34,582.70	
089*0667*3335045	36	REGAL RIDGE	7,117.30	
089*0636*2711045	37	LEGEND/BRIDGESTONE PH 4		9,795.00
		4		
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
Q4201 Enter <cr> t</cr>	co contin	ue scan, X to end scan		

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION DET	AIL	
089*0675*3602007		ACCT TYPE: A		•
089*0675*3602007		STATUS: A		
FORCE OR VACUUM MA		PERIOD: 06(JUN)		
		COMMENT	DEBIT	CREDI
089*0636*2711043	38	LEGEND/BRIDGESTONE PH 4		54,196.90
089*0636*2711048	39	LEGEND/BRIDGESTONE PH 4		9,150.00
089*0636*3355048	40	LEGEND/BRIDGESTONE PH 4	9,150.00	
089*0636*3315043	41	LEGEND/BRIDGESTONE PH 4	54,196.90	
089*0636*3335045	42	LEGEND/BRIDGESTONE PH 4	9,795.00	
089*0675*3602007	43	TRADDS LANDING	√47,230.30	/
089*0675*2721007	44	TRADDS LANDING		<pre>/47,230.30</pre>
089*0675*3612010 	45	TRADDS LANDING	100,958.00	,
ACTION B1	X -EXIT	S(nn)-SCAN P(S)-PRINT B(1	nn)-DISP BATCH	NP,PP,NA,PA
)4201 Enter <cr> t</cr>	o continu	ue scan, X to end scan	<del>-</del>	
 )4201 Enter <cr> t</cr>	o continu	ue scan, X to end scan		<b></b>

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION	DETAIL	
089*0675*3602007		ACCT TYPE: A	BEG BAL:	559,795.20
089*0675*3602007		STATUS: A	END BAL:	607,025.50
FORCE OR VACUUM MA	AINS	PERIOD: 06(	JUN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	CREDIT
089*0675*3602006	46	TRADDS LANDING	62,388.00	
089*0675*3542011	47	TRADDS LANDING	360,575.00	
089*0675*3612008	48	TRADDS LANDING	156,558.73	
089*0675*2721098	49	TRADDS LANDING		100,958.00
089*0675*2721006	50	TRADDS LANDING		62,388.00
089*0675*2721011	51	TRADDS LANDING		360,575.00
089*0675*2721008	52	TRADDS LANDING		156,558.73
089*0675*3752008	53	TRADDS LANDING	181,119.11	
089*0675*3662006	54	TRADDS LANDING	59,975.00	
089*0675*2721050	55	TRADDS LANDING		181,119.11
089*0675*2721050	56	TRADDS LANDING		59,975.00
089*0636*2711045	57	TRADDS LANDING		62,943.00
089*0636*2711043	58	TRADDS LANDING		230,673.86
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
Q4201 Enter <cr> t</cr>	o continu	ue scan, X to end scan		

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION	DETAIL	
089*0675*3602007		ACCT TYPE: A	BEG BAL:	559,795.20
089*0675*3602007		STATUS: A	END BAL:	607,025.50
FORCE OR VACUUM MA	AINS	PERIOD: 06(3	JUN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	CREDIT
089*0636*2711048	59	TRADDS LANDING		39,168.00
089*0636*3355048	60	TRADDS LANDING	39,168.00	
089*0636*3315043	61	TRADDS LANDING	230,673.86	
089*0636*3335045	62	TRADDS LANDING	62,943.00	
089*0675*2711043	63	MARTINS LANDING		21,335.50
089*0675*2711048	64	MARTINS LANDING		4,200.00
089*0675*3355048	65	MARTINS LANDING	4,200.00	
089*0675*3315043	66	MARTINS LANDING	21,335.50	
089*0675*3612010	67	ORANGETREE PH 4	27,220.23	
089*0675*3602006	68	ORANGETREE PH 4	19,346.33	
089*0675*3612008	69	ORANGETREE PH 4	43,489.96	
089*0675*2721098	70	ORANGETREE PH 4		27,220.23
089*0675*2721006	71	ORANGETREE PH 4		19,346.33
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
Q4201 Enter <cr> t</cr>	o continu	ue scan, X to end scan		

GL3.1C	ACCOUN	T INQUIRY - TRANSACTION	DETAIL	
089*0675*3602007		ACCT TYPE: A	BEG BAL:	559,795.20
089*0675*3602007		STATUS: A	END BAL:	607,025.50
FORCE OR VACUUM MA	AINS	PERIOD: 06(d	JUN) SEGMENT: THRE	E PRIOR ACT
ACCOUNT	LINE-	COMMENT	DEBIT	CREDIT
089*0675*2721008	72	ORANGETREE PH 4		43,489.96
089*0675*2711045	73	ORANGETREE PH 4		26,084.24
089*0675*2711043	74	ORANGETREE PH 4		92,331.83
089*0675*2711048	75	ORANGETREE PH 4		19,431.99
089*0675*3355048	76	ORANGETREE PH 4	19,431.99	
089*0675*3315043	77	ORANGETREE PH 4	92,331.83	
089*0675*3335045	78	ORANGETREE PH 4	26,084.24	
089*0675*3752008	79	ORANGETREE PH 4	58,122.68	
089*0675*3662006	80	ORANGETREE PH 4	31,839.00	
089*0675*2721050	81	ORANGETREE PH 4		58,122.68
089*0675*2721050	82	ORANGETREE PH 4		31,839.00
089*0675*3612010	83	MISSION PK PH 3	9,800.00	
089*0675*3602006	84	MISSION PK PH 3	10,696.00	
ACTION B1	X –E X I T	S(nn)-SCAN P(S)-PRINT	B(nn)-DISP BATCH	NP,PP,NA,PA
 Q4201 Enter <cr> t</cr>	o continu	e scan, X to end scan		

GL3.1C	ACCOUN	T INQUIRY -	TRANSACT	ION DETA	AIL .	
089*0675*3602007		AC(	CT TYPE:	А	BEG BAL:	559,795.20
089*0675*3602007			STATUS:	Α	END BAL:	607,025.50
FORCE OR VACUUM MA	AINS		PERIOD:	06(JUN)	SEGMENT: THR	EE PRIOR ACT
ACCOUNT	LINE	COMMENT			DEBIT-	CREDIT
089*0675*3612008	85	MISSION	PK PH 3		17,040.00	
089*0675*2721098	86	MISSION	PK PH 3			9,800.00
089*0675*2721006	87	MISSION	PK PH 3			10,696.00
089*0675*2721008	88	MISSION	PK PH 3			17,040.00
089*0675*2711045	89	MISSION	PK PH 3			14,272.00
089*0675*2711043	90	MISSION	PK PH 3			24,270.00
089*0675*2711048	91	MISSION	PK PH 3			2,100.00
089*0675*3355048	92	MISSION	PK PH 3		2,100.00	
089*0675*3315043	93	MISSION	PK PH 3		24,270.00	
089*0675*3335045	94	MISSION	PK PH 3		14,272.00	
089*0675*3752008	95	MISSION	PK PH 3		10,522.00	
089*0675*3662006	96	MISSION	PK PH 3		19,491.00	
089*0675*2721050	97	MISSION	PK PH 3			10,522.00
ACTION B1	X –E X I T	S(nn)-SCAN	P(S)-PR	INT B(n	n)-DISP BATCH	NP,PP,NA,PA
Q4201 Enter <cr> t</cr>	co continu	e scan, X t	o end sc	an		

ACTION  Enter action.	Λ —E X I I	3(NN)-3UAN	P(5)-PKINI	B(nn)-DISP		1P,PP,NA,P 
ACTION		S(m) SCAN				
ACCOUNT 089*0675*2721050	LINE- 98	COMMENT MISSION	PK PH 3		DEBIT	CREDI 19,491.0
089*0675*3602007 089*0675*3602007 FORCE OR VACUUM M.			PERIOD: 06(	END BA JUN) SEGMEN	T: THREE	PRIOR ACT

## <u>UTILITY AGREEMENT</u> <u>HOLLY HILL GROVES</u> <u>LAKE COUNTY, FLORIDA</u>

THIS UTILITY AGREEMENT dated thisday of1999 by an
between LAKE GROVES UTILITIES, a Florida corporation (hereinafter referred to as "Utilities")
and THE GREATER CONSTRUCTION CORPORATION, a Florida corporation (hereinafte
referred to as the "Developer").

## WITNESSETH

WHEREAS, Developer is the contract purchaser of approximately 300 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 600 residential building lots requiring water and sewer service (hereinafter referred to as the ("Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Developer as described hereafter, Developer and Utilities agree as follows:

EXCLUSIVE SERVICE TO THE PROPERTY. Developer hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Developer further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that Lake County lawfully refuses to allow the Developer to proceed with developing the Property into the Development because of the provisions of this Agreement, the Developer may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Developer shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Developer; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water and sewer service for any reason, Utilities shall have no liability to Developer whatsoever except that Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Developer; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Developer

shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Developer hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multifamily dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Developer to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Developer requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Developer is not in default under this Contract, Utilities will accommodate Developer, upon, request, by furnishing Developer with a letter to addressees designated by Developer stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Developer be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Developer only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any

other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3 (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Developer at no cost to Utilities; provided, however, the amount of land for treated effluent returned to and disposed of on the Property at such sites shall not be less than that amount needed to dispose of the amount of effluent equal to the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Developer requests service hereunder. At the time, and from time to time, when Developer requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Developer shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development,

or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Developer's cost and expense; provided, however, Utilities, at its option, may require Developer to construct such additional Off-Site Improvements, at Developer's cost and expense, in which case Developer shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing. Utilities agrees that in those instances where the Developer pays for more than its prorata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Developer up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Developer on request, and all applicable governmental and regulatory authorities.

- 4. ON-SITE FACILITIES. When the Property is developed. Developer shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Developer agrees that the construction and installation of such On-Site Facilities shall be subject to the following:
  - A. The On-Site Facilities shall be constructed and installed by Developer only

after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Developer shall obtain approval thereof from such agencies prior to commencement of construction.

- B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.
- 5. <u>USE OF ON-SITE FACILITIES</u>. At the time Developer desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Developer shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Developer is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public rightof-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Developer. In addition, Utilities shall not be obligated to make any connections until Utilities has received the

Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water, reclaimed water and sewer facilities and line extensions shall be paid in full by Developer prior to the transfer to Utilities. By conveyance of the On Site Facilities, Developer shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Developer will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. The current Federal income tax laws do not treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities. However, if there is a change in the law which makes any of these items taxable to Utilities, then the provision of this paragraph shall apply. In the event of such change in the law, then, at the time that Developer shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Developer shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Developer shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash

paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Developer shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Developer of the amount of the CIAC Tax Impact due Utilities from Developer hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Developer for capacity reserved but not being used by an active customer. Developer shall begin paying guaranteed revenue charges at the time Developer shall request. Utilities to provide water, reclaimed water and sewer service to the Property; provided, however. Developer shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Developer shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Developer's rights under this Agreement. The record Developer of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold

harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

- 8. WATER METERS It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Developer prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.
- 9. <u>PLATS</u>, All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof I with the water and sewer service to be provided hereunder.
- 10. <u>SALE TO GOVERNMENTAL ENTITY</u>. In the event Utilities shall bereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida. Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

11. <u>NOTICES</u>. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

**Utilities:** 

LAKE GROVES UTILITIES, INC.

2335 Sanders Road Northbrook, IL 60062

Attn.: James Camaren, Chairman & CEO

Developer:

THE GREATER CONSTRUCTION CORPORATION

1105 Kensington Park Drive Altamonte Springs, FL 32714

Attn.: Charles W. Gregg, P. E., President

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

12. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

## 13. MISCELLANEOUS.

- A. Time is hereby made of the essence of this Agreement in all respects.
- B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.
- C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.
  - D. This Agreement shall be governed by the laws of the State of Florida.
- E. This Agreement shall be effective upon proper execution by both parties hereto.

	F.	This	Agreement	shall	be	executed	in	severa	counterpart	s each (	of v	vhich
if properly exec	cuted by	y both	parties shal	l be co	onsi	idered an o	orig	inal.				

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

	LAKE GROVES UTILITIES, INC.
	By:
ATTEST:	
	THE GREATER CONSTRUCTION CORP
	By: Charles W. Gregg President
ATTEST:	