

Exhibit ____ (JWM-8)

Reuse Agreements between
Gulf Utility Company
and
San Carlos Golf Course
Villages at Country Creek
the Vines
River Ridge

DOCUMENT ID: 10101101E
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FPSC-RECORDS/REPORTING

AGREEMENT

1584043

(Utility)

OFF REC 1630 PC 2259

THIS AGREEMENT made and entered into this 2d day of APRIL, 19 82, by and between SAN CARLOS GOLF INC "Grantor" and SAN CARLOS UTILITIES, INC., a Florida corporation, hereinafter referred to as "Service Company".

WHEREAS, Grantor owns lands located in Lee County, Florida, described in Exhibit "A", attached hereto (the "Property"), and Grantor is operating a golf course on said Property; and

WHEREAS, to meet irrigation needs it is necessary that the Service Company provide wastewater effluent, that is chlorinated and meets, with Department of Environmental Protection standards, to the Property; and,

NOW THEREFORE, for and in consideration of the promises, the mutual undertakings and agreements herein contained and assumed, the Grantor and Service Company covenant and agree as follows:

1. The Service Company agrees to supply the Grantor with minimum of 75,000 gallons per day treated wastewater effluent to the Properties irrigation storage lake which has approximately 10 acre-feet of storage capacity.
2. The Grantor agrees to accept, at no cost to them, the treated wastewater effluent.
3. This agreement shall be binding upon and shall inure to the benefit of Grantor, Service Company and their respective assigns and corporate successors by merger, consolidation or conveyance.

IN WITNESS WHEREOF, Grantor and Service Company have executed or have caused this agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this agreement.

WITNESS:

Steve Messer
Steve K. Hart

SAN CARLOS UTILITIES, INC.
 By Steve W. Fleck (SEAL)
 Steve W. Fleck, President

GRANTOR

By Robert J. Houser
 Robert J. Houser, President

RECORDED VERIFIED - SAL GRAZIOPOL
 BY J. BEHLER, D.C.

AGREEMENT

THIS AGREEMENT, made as of this 17TH day of DECEMBER, 1984, between THE BANYAN GROUP, INC., a Florida corporation, its successors and assigns ("Developer"), and GULF UTILITY COMPANY, a Florida corporation ("Utility").

RECITALS

The purpose of this Agreement is to set forth in detail the (i) terms and conditions under which Utility will extend and provide water and waste water service to Developer's Property (as hereinafter defined), and the (ii) obligations and requirements of each party, with respect to the installation and maintenance of certain facilities.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the following meanings:

(a) Active Connection. A connection to Utility's water system at the Point of Delivery, whether or not service is currently being provided.

(b) Customer Connection Charges - Payment made to the Utility for the cost of installing a connection from Utility's water main or sewer lines, including but not limited to the cost of piping and the Meter Installation Fee.

(c) CIAC - The amount or item of money, services, or property received by Utility, from Developer, any portion of which is provided at no cost to Utility, which represents an addition or transfer to the capital of the Utility, and which is utilized to offset the acquisition, improvement, or construction costs of the Utility's property, facilities, or equipment used to provide service to the Property. The term includes System Capacity Charges, Main Extension Charges and Customer Connection Charges.

(d) Customer Installation - All facilities on the customer's side of the Point of Delivery.

(e) ERC - 350 gallons per day.

(f) Governmental Agency - Any governmental or quasi-governmental authority which exercises jurisdiction over or regulates the Utility and its operation, the construction and use of the Off-Site and On-Site Facilities and the Property and any improvements which may be constructed thereon.

(g) Main Extension Charge - Charge made by the Utility for the purpose of covering all or part of the Utility's capital costs in extending its off-site facilities to provide service to the Property, determined in accordance with the Rules of the PSC.

(h) Meter Installation Fee - The amount authorized by the PSC for installing the water measuring device at the Point of Delivery, including materials and labor required.

(i) Off-Site Facilities - The water transmission mains and facilities, including but not limited to valves, pumps and chlorination-units and sewer collection facilities, trunk/mains and facilities, including, but not limited to, manholes, forcemains, and sewage

pumping stations, the purpose of which is to provide water and sewer service to the Property and elsewhere, if any, to be constructed by Developer in accordance with the terms of this Agreement.

(j) On-Site Facilities - The water distribution system and/or sewage collection system which is to be located wholly within the Property to be constructed by Developer in accordance with the terms and conditions of this Agreement. If Off-Site Facilities cross the Property via an easement, the On-Site Facilities shall mean the water distribution system or sewage collection system that is located on the Property, exclusive of the Off-Site Facilities.

(k) Plans and Specifications - The engineering plans and the specifications of materials to be used and method of construction for the Off-Site and On-Site Facilities prepared by a licensed Florida engineer in compliance with all applicable laws, codes, rules, regulations and the Utility's prescribed standards and general construction specifications.

(l) Point of Delivery - The point of delivery of service where the pipes or meters of Utility are connected with the pipes of a consumer. Unless otherwise indicated, Point of Delivery shall be at a point inside a consumer's lot or boundary line as indicated in the applicable Lee County Division of Transportation Utility Application.

(m) Phase - That part of the Property which is being or is to be developed as a unit by Developer.

(n) PSC - The Florida Public Service Commission.

(o) Property - The land described in Exhibit A attached hereto and made a part hereof, or any Phase thereof when applicable.

(p) System Capacity Charge - The charge made by Utility for each new connection to its system to defray a portion of the cost of the system.

(q) Refundable Advance - The money paid or property transferred to Utility by the Developer for the installation of On-Site and Off-Site Facilities which may not be used and useful for a period of time.

(r) Treatment Facility - Facilities owned by the Utility for production, treatment and storage of water or the treatment and disposal of sewage.

(s) Types of Properties:

(i) Single Family Residential - A one family dwelling unit constructed on its own lot and not connected to any other dwelling.

(ii) Duplex - One building containing two attached living units each having kitchen and bathroom facilities.

(iii) Triplex - One building containing three attached living units each having kitchen and bathroom facilities.

(iv) Townhouse - A series of attached one or two story dwelling units numbering more than three such units in a row each having kitchen and bathroom facilities. Townhouses of two stories are distinguished from apartments in that the first and second story of the townhouse comprises one living unit.

(v) Multiple Family - A building containing more than three units within a structure of one or more stories. Multiple Family includes rental, cooperative or condominium form of occupancy.

(vi) Commercial-Residential - All property devoted to commercial use where the intended use contemplates a temporary residency in the building. This includes, but is not limited to, hospitals, nursing homes, hotels, motels, boarding schools or other purpose which contemplates that the public will be in residence on the property either of a semi-permanent or transitory nature.

(vii) Commercial - All property devoted to industrial, business, educational or other categories not covered by another Type of Property.

2. Developer's Grant of Rights and Privileges.

A. Developer hereby grants and gives to Utility, its successors and assigns, the following rights, privileges and easements:

(i) The exclusive right or privilege to furnish potable water and sewage collection service to the Property and to all buildings constructed thereon and to all occupants thereof.

(ii) The exclusive right, privilege and easement to re-construct, own, maintain and operate the Off-Site and On-Site Facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats of the Property, or as otherwise provided for in agreements, dedications, or grants made otherwise and independent of said recorded plats in accordance with this Agreement. In addition Developer hereby grants and conveys to Utility an exclusive license and easement over, across and under the Property and the golf course to be developed thereon (or elsewhere on the Property until the golf course is completed) for the purpose of discharging up to 1,000,000 gallons of treated sewage and waste water daily together with such other easements over, across and under the Property for Utility's lines, equipment and holding ponds for treated effluent as shall from time to time be necessary to discharge such sewage and waste water.

B. Developer agrees that the foregoing grants include the necessary easements and rights of ingress and egress to any part of the Property where Utility's facilities are located; and shall be for such period of time as Utility or its successors or assigns require such rights, privileges or easements for the reconstruction, ownership, maintenance, operation or expansion of the Off-Site and On-Site Facilities. In the event Utility, after Final Acceptance (as defined in paragraph 4), is required to relocate and install any of the Off-Site and On-Site Facilities in lands within or without the Property lying outside the rights of way, streets and easement areas described above, then Developer shall grant to or obtain for the Utility, without cost or expense to Utility, the necessary easement or easements for such relocation and installation.

3. Representations, Warranties, Covenants and Agreements of Developer. Developer represents and warrants to and covenants and agrees with Utility as follows:

A. Developer is the owner in fee simple of the Property.

B. If a corporation, Developer is organized and in good standing under the laws of the State of Florida, and the execution, delivery and performance by Developer of

this Agreement are within its authorized powers and have been duly authorized by all requisite action.

C. Developer intends to develop the Property in a number of Phases, the first two (2) Phases having Types of Properties and requiring water and sewage collection service as indicated on Exhibit B attached hereto and made a part hereof.

D. In order to implement the grants to Utility specified in paragraph 2, Developer, prior to commencing construction of the On-Site Facilities shall, by appropriate instrument recorded among the public records of Lee County, Florida, subject the Property to the following covenants and restrictions, as a covenant running with the land:

"Gulf Utility Company, or its successors or assigns ("Company"), has the sole and exclusive right to provide all potable water distribution and sewage collection facilities and service to the Property described in Exhibit "A" and to any property to which water service is actually rendered by Company. All occupants of any residence, building, unit or improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall receive such services from the Company, and shall pay for the same in accordance with the Company's rate schedules from time to time in effect as approved by the Florida Public Service Commission; and, all occupants of any residence, building, unit or improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree, by occupying any premises on the Property, or by recording any deed of conveyance with respect to the Property, that they will not construct, dig, build or otherwise make available nor use such service from any source other than that provided by Company, excepting, however, any water well or water source used for purposes which does not conflict with Utility's distribution of potable water."

E. Developer, at its cost and expense, has or shall cause to be prepared the Plans and Specifications, which shall be reviewed and be subject to the approval of Utility prior to commencement of construction. The Plans and Specifications may be limited to each of the Phases of the Developer's contemplated development of the Property; however, each Phase shall conform to Developer's phasing plan for development of the Property which has been previously submitted to Utility with Developer's application for service.

F. After approval of the Plans and Specifications by Utility and upon receipt by Developer of all permits, licenses and approvals of the applicable Governmental Agencies, including the Florida Department of Environmental Regulation, Developer shall cause the Off-Site and On-Site Facilities to be constructed by a duly licensed Florida contractor at Developer's cost and expense in accordance with the Plans and Specifications, the terms of this Agreement and the applicable laws and governmental rules and regulations.

G. During the construction of the Off-Site and On-Site Facilities and prior to Final Acceptance, Utility shall have the right to inspect and approve such construction to determine compliance with the Plans and Specifications. Utility shall be entitled to perform standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the Plans and Specifications and good engineering practices. Modifications of approved Plans and Specifications shall be by written change order prepared by Developer's engineer and shall

be submitted to Utility for approval. Developer will correct any defects in the Off-site and On-Site Facilities or departures from the Plans and Specifications revealed by Utility's inspections or engineering tests.

H. Developer has paid Utility an advance deposit of \$3,000 to reimburse Utility's for its additional costs, including engineering, administrative, inspection and legal costs, incurred in the execution and performance of this Agreement with respect of Developer's First Phase. For each subsequent Phase, Developer, prior to commencing development, shall pay an additional advance deposit in an amount estimated by Utility to cover such costs. Concurrently with Final Acceptance of each Phase the actual amount of such costs shall be determined by Utility and any additional amount shall be paid forthwith to Utility by Developer or unused portion of the deposit refunded to Developer.

I. (i) Developer at its sole cost and expense shall transfer and convey to Utility, all of its right, title and interest to the Off-Site and On-Site Facilities, free and clear of all liens and encumbrances, and such conveyance shall take effect without further action upon the Final Acceptance. As evidence of said transfer and conveyance and prior to the rendering of service by Utility, Developer shall, (i) convey the Off-Site and On-Site Facilities to Utility by bill of sale, and (ii) convey or cause to be conveyed to Utility, all easements and/or rights-of-way required by Utility covering areas in which Off-Site and On-Site Facilities are located by recordable instrument free and clear of all liens and encumbrances and matters of record. All grants of easements or rights-of-way shall be accompanied by owner's title policy to Utility, insuring Utility's ownership of such easements and rights-of-way subject only to such exceptions consented to by Utility. Concurrently with the delivery of the bill of sale, Developer shall deliver to Utility final lien waivers and complete and satisfactory evidence of the direct cost of construction of the Off Site and On Site Facilities, and Utility shall have the right to inspect Developer's books and records in order to confirm and verify such costs.

(ii) Promptly after completion of the Off-Site Facilities, Developer shall submit to Utility its engineer's allocation of the costs of construction thereof which are attributable to providing service to the Property with such additional information as is necessary to support the allocation including hydraulic share calculation and final cost data and verification. This information is subject to review and approval by Utility and its engineer. Upon approval, the cost of all the property transferred to Utility pursuant to paragraph 31(i) deemed to be CIAC shall be determined by Utility with the balance of such cost constituting Developer's Refundable Advance. The Refundable Advance shall be recouped by Developer in accordance with paragraphs 9N and 9O; the amount due Developer will be remitted annually by Utility to Developer until the earlier of seven (7) years from Final Acceptance or receipt by Developer of the entire Refundable Advance, at which time it shall be terminated. The amount due Developer shall be remitted not later than forty-five (45) days after the last day of each annual period. If the PSC determines that the CIAC, or a portion thereof, causes Utility's contribution in-aid-of-construction to exceed the maximum amount permitted by its Rules, the CIAC shall be reduced by such excess which shall be added to Developers Refundable Advance and remitted in accordance with this subparagraph.

(iii) Concurrently with the execution of this Agreement, Developer has paid Utility the sum of \$500 to cover the first year's administrative costs of maintaining the books and records with respect to the payment of the Refundable Advance to Developer. Thereafter, Utility shall be entitled to credit and deduct annually a similar sum from the amount remitted to Developer pursuant to paragraph 31(ii).

J. Subject to the provisions of paragraph 6C and in addition to the transfer of the Off-Site and On-Site Facilities by Developer to Utility as CIAC in accordance with paragraph 3I, Developer shall pay to Utility the following sums as CIAC:

(i) Concurrently with Utility's Final Acceptance, as defined in paragraph 4, of Off-Site Facilities designed and installed to serve a particular Phase, Developer shall pay to Utility an amount equal to Utility's applicable System Capacity Charge for water and waste water service then in effect for the total amount of ERC's required for such Phase.

(ii) Not Applicable as a Main Extension Charge, with -0-% payable on execution of this Agreement and the balance due -0-.

K. Receipt of CIAC and the Refundable Advance is not intended to nor shall it be construed as a waiver by Utility of any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making the contribution. Utility shall not be obligated to refund to Developer, any portion of the value of the CIAC for any reason whatsoever, nor shall Utility pay any interest or rate of interest upon the CIAC or Refundable Advance. Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the CIAC or to any of the facilities and properties of Utility, and all prohibitions applicable to Developer with respect to no refund of contributions, no interest payment on the CIAC or Refundable Advance and otherwise, are applicable to all persons or entities. Any user or consumer of water and sewer service is not entitled to offset any bill or bills rendered by Utility for such services against the CIAC or Refundable Advance. Developer shall not be entitled to offset the CIAC or Refundable Advance against any claim or claims of Utility.

L. Prior to Utility furnishing water or sewage service, Developer, or any individual customer shall be required to pay the applicable Customer Connection Charge or Utility's Meter Installation Fee if no Customer Connection Charge is due. Developer may install the water meter boxes on a consumer's land at its own expenses; provided, however, that such boxes are set to grade and otherwise installed as required by Utility.

M. Responsibility for connecting the Customer Installation to the lines of Utility at the Point of Delivery is the Developer's, or entity other than Utility, and as to such connections, it is agreed that:

(i) All Customer Installation connections must be inspected by Utility before backfilling and covering of any pipes;

(ii) The type of pipe for Customer Installations shall be first specified by Utility;

(iii) Notice to Utility requesting an inspection of a Customer Installation connection, and the meter box, if installed by Developer, is to be given by either the plumber or Developer, and the inspection will be made within twenty-four (24) hours;

(iv) If the Developer does not comply with the foregoing inspection provisions, Utility may refuse service to a connection that has not been inspected.

(v) The costs or expenses of constructing all Customer Installations and all costs and expenses of operating, repairing and maintaining any Customer Installation shall be that of Developer or entity other than Utility.

N. All Off-Site and On-Site Facilities shall at all times remain in the sole, complete and exclusive ownership of Utility, its successors and assigns, and used or held for use by Utility in connection for providing water and sewage service to its customers, and any person or entity owning any part of the Property or any of the Types of Properties constructed or located thereon, shall not have any right, title, claim or interest in and to Off-Site and On-Site Facilities, or any part of them, for any purpose, including the furnishing of water and sewage services to other persons or entities located within or beyond the limits of the Property.

O. Developer shall not engage in the business or businesses of providing water and sewage service to the Property during the period of time Utility, its successors and assigns, provide water and sewage service to the Property, it being the intention of the parties hereto that Utility shall have the sole and exclusive right and privilege to provide water and sewage service to the Property and to the occupants of each residential building or unit constructed thereon.

P. Developer shall indemnify and hold Utility harmless from and against all losses, damages, claims and costs arising out of (i) the relocation and installation by Utility of the Off-Site and On-Site Facilities, or any part thereof, not installed completely within the applicable easements and rights of way and (ii) any and all defects, including materials and installation, in the Off-Site and On-Site Facilities which are discovered within a period of one (1) year following the date of Final Acceptance. Developer shall provide Utility with surety bond, if so requested by Utility, issued by a company acceptable to Utility, undertaking to maintain the Off-Site and On-Site Facilities in good condition and working order for a period of one (1) year following Final Acceptance. Until Final Acceptance, Developer shall maintain and be responsible for and make any repairs or replacements to the Off-Site and On-Site Facilities. If Developer fails to maintain and make such repairs and replacements in a timely fashion, Utility may, at its option, undertake such action as it deems necessary, and the Developer shall reimburse Utility forthwith upon demand for any cost it incurs in taking such action.

Q. In the event Developer is not obligated to pay Utility a Main Extension Charge under this Agreement, it shall pay Utility at the time of Final Acceptance of each Phase the sum representing the applicable Customer Connection Charge then in effect for the service to be provided to all of the units within each such Phase.

R. Developer has received and is fully familiar with the terms and conditions of Utility's Water and Sewage Tariffs and Water Service Availability and Main Extension Policy filed with the PSC.

S. During the term of this Agreement and until time as the ERC's reserved for each Phase of the Property are being used by a customer other than Developer, Developer agrees to pay Utility the guaranteed revenue Utility is authorized to charge by the PSC from time to time for such reserved and unused capacity. The amount of the guaranteed revenue will increase or decrease during the term of this Agreement but is currently for water service an amount equal to \$5.26 per reserved and unused ERC per month and for sewer service an amount equal to \$11.40 per reserved and unused ERC per month; Developer shall pay the applicable amount to Utility commencing on the last day of each month following the payment of the prepaid System Capacity Charge for each Phase and on the last day of each month thereafter until all reserved capacity is used.

4. **FINAL ACCEPTANCE.** Final acceptance ("Final Acceptance") of the Off-Site and On-Site Facilities (or such part thereof as will serve a Phase) by Utility shall occur upon satisfaction of all of the following:

A. Completion of construction of the Off-Site and On-Site Facilities in accordance with the Plans and Specifications.

B. Delivery to Utility of three (3) complete sets of as built Plans and Specifications certified by Developer's engineer.

C. Delivery to Utility of survey, or surveys, prepared and sealed by a registered Florida surveyor, showing the final locations of all easements and conveyances of land to be granted Utility, and, with specificity the location of the Off-Site and On-Site Facilities within such easements and the Property.

D. All engineering tests and evaluations have been completed to the satisfaction of Utility.

E. Service is being or will be provided by Utility for a minimum of one bona fide customer other than Developer, its contractor or agent.

F. Developer shall assign to Utility all warranties it has obtained from its contractors, suppliers and materialmen with respect of the construction of the Off-Site and On-Site Facilities and materials used therein.

5. CONDITIONS TO UTILITY'S OBLIGATION. Utility shall not be obligated under this Agreement unless all of the following conditions precedent to its obligation have been satisfied:

A. Developer's representations and warranties contained in this Agreement are true and correct in all respects.

B. Developer shall have fully performed in all respects its covenants and agreements contained in this Agreement.

C. Receipt by Utility of all necessary approvals and authorizations from the applicable Governmental Agencies to provide water and sewer service to the Property and to use the Off-Site and On-Site Facilities for such purposes. If the Property is not within Utility's service area and Utility, at the cost and expense of Developer, agrees that it will diligently make the necessary and proper applications to all applicable governmental agencies, and will use its best efforts to seek to obtain such approvals. Developer agrees to cooperate with Utility in its effort to obtain the requisite approvals and will prepare and deliver such information, instruments and other matters needed by Utility with respect of making such applications.

D. Final Acceptance has occurred.

E. Delivery by Developer to Utility of all instruments, documents and other matters required under this Agreement, including, but not limited to, the bill of sale, easements, deeds, the policies and evidence of costs specified in paragraph 3I.

F. Payment to Utility by Developer of all fees and other sums due and payable under this Agreement.

6. Covenants and Agreements of Utility. Upon payment of prepaid System Capacity Charge specified in paragraph 3J for each Phase when due, Utility hereby reserves the necessary plant capacity to provide Developer with service specified in paragraph 3C for each Phase of the development of the Property, with such reservation commencing from the

date of such payment and continuing for a period of eighteen (18) months thereafter. And upon satisfaction of all of the conditions precedent to Utility's obligations under this Agreement (or Utility's waiver thereof), and provided an Event of Default (as defined in paragraph 7) has not occurred, Utility, subject to its Water and Sewage Tariffs filed with the PSC and the following terms and conditions, shall furnish water and sewage service to each Phase of Property in an amount not to exceed the aggregate number of ERC's and for the Types of Properties and uses specified in paragraph 3C:

A. The rate to be charged Developer, its successors and assigns, and individual consumers for water and sewer service shall be those currently or in the future set forth in the tariff of Utility as approved by the applicable Governmental Agencies; provided, however, that Utility, its successors and assigns, may establish, amend or revise, from time to time thereafter, and enforce, modified rates for such service subject to approval, if required, of the applicable Governmental Agencies.

B. Utility may establish, amend or revise from time to time hereafter, and enforce, rules and regulations concerning water and sewer service to the Property subject to the approval, if required, of the applicable Governmental Agencies.

C. Notwithstanding anything in this Agreement to the contrary, the applicable Governmental Agencies may from time to time hereafter authorize an increase in the amount Utility may collect for System Capacity Charges and the Main Extension Charges for each ERC to be provided to the Property, in which event, the unpaid portion of such charges as specified in paragraph 3J shall be adjusted to reflect such increase in an amount equal to the ERC's reserved by this Agreement but not furnished to a consumer at the time of increase.

D. Utility agrees that Developer, its successors or assigns, shall have the right to grant non-exclusive easements to other persons, firms or corporations to provide to the Property with utility services other than water service, provided such easements do not interfere with the easements, rights and privileges granted Utility.

E. DER. When Utility has received payment of the applicable prepaid Systems Capacity Charge, for each Phase, except for the First Phase, Utility agrees to complete that part of DER Form 17-1.205(a), or its equivalent, as related to the reservation of capacity under this Agreement for such Phase. It is understood and agreed however that while such capacity is reserved, Utility is obligated to provide such service only in accordance with the terms of this Agreement.

7. EVENT OF DEFAULT. The term "Event of Default" as used in this Agreement shall mean the occurrence from time to time of any one or more of the following:

A. Developer's failure to timely perform the covenants and agreements contained in this Agreement.

B. If any of Developer's representations or warranties contained in this Agreement are not true and correct.

C. Developer's failure to commence construction of the Off-Site and On-Site Facilities within six (6) months from the date of Utility's approval of the Plans and Specifications.

D. If Final Acceptance fails to occur within twelve (12) months from the date of this Agreement.

E. If Utility is not providing either water or sewer service to the Phase for which service was reserved equal to 50% ERC's within eighteen (18) months from the effective date such ERC were reserved pursuant to this Agreement.

F. If Developer shall voluntarily be adjudicated a bankrupt or insolvent; seek, allow or consent to the appointment of a receiver or trustee for itself or for all or any part of its property, file a petition seeking relief under the bankruptcy or similar laws of the United States, or any state of competent jurisdiction; make a general assignment for the benefit of creditors; or admit in writing its inability to pay its debts as they mature.

G. If a court of competent jurisdiction shall enter an order or judgment of decree appointing without the consent of the Developer, a receiver or trustee for the Developer, or for all or any part of the property of the Developer or approving a petition filed against the Developer seeking relief under the bankruptcy or other similar laws of the United States or any state or any other jurisdiction and such order, judgment or decree shall remain in force undischarged and unstayed for a period of thirty (30) days.

Upon the occurrence of an Event of Default, Utility, in addition to any other remedy it may have, may at its option refuse to provide water and/or sewer service to the Property and to any of the Types of Properties therein and terminate this Agreement by written notice thereof to Developer, except as may be otherwise provided in the rules and regulations of the Governmental Agencies in effect from time to time. In addition to all other remedies Utility may have, upon an Event of Default it shall, pursuant to the rules of the PSC, be entitled to retain the amount received under 3J and 3Q; provided, however, that Utility shall thirty (30) days following last day of fourth year following such Event of Default refund to Developer ratably so much of said amount as is in proportion to the reserved capacity sold to third parties during such four (4) year period. It is understood and agreed that any capacity sold during such four (4) year period to third parties, shall first be from capacity not reserved to Developer, and only after the sale of all such unreserved capacity will a sale be of capacity reserved hereunder.

8. FORCE MAJEURE. Utility shall not be liable or responsible to Developer by reason of the failure or inability of Utility to take any action it is required to take or to comply with the obligations imposed hereby or for any injury to Developer, which failure, inability or injury is caused by force majeure. The term "force majeure" as employed herein shall mean Acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, wars, blockades, riots, acts of Armed Forces; epidemics; breakdown of or damage to machinery, pumps, or pipelines, landslides, earthquakes, fires, storms, floods, or washouts; arrests, title disputes, or other litigation; withdrawal of governmental approval or permits or restraints or moratoriums imposed by a Governmental Agency; civil disturbances; explosions; inability to obtain necessary materials, supplies, labor or permits whether due to existing or future rules, regulations, orders, laws, or proclamations either federal, state or county, civil or military; adoption of new or modification of existing rules by a Governmental Agency; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of Utility and which by exercise of due diligence Utility is unable to overcome.

9. MISCELLANEOUS.

A. This Agreement shall be effective and its terms and conditions binding on the parties thirty (30) days after filing with the PSC, unless Utility receives a notice of disapproval from the PSC within such thirty (30) day period or the PSC requires any modifications or amendments of the terms of this Agreement, in either of which events this Agreement shall be null and void.

B. This Agreement shall be binding upon and shall inure to the benefit of Developer, Utility and their respective assigns and successors by merger, consolidation or conveyance. However, in the event Developer has not paid to and contributed the CIAC to Utility in accordance with the terms of this Agreement, then this Agreement shall not be sold, conveyed, assigned, transferred or otherwise disposed of by Developer without the written consent of Utility first having been obtained.

C. Until further written notice by either party to the other, all notices provided for herein shall be in writing and delivered by U.S. certified mail, and if to Developer, at:

8100 College Parkway S.W.
Suite 201
Ft. Myers, Florida 33907

and if to Utility, at:

18513 Bartow Boulevard, S.E.
Fort Myers, Florida 33901
Attention: Mr. James W. Moore
Executive Vice President

D. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by both parties.

E. In the event either the Utility or Developer enforces this Agreement by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

F. All of Developer's representations and warranties and the obligation of Utility to fully perform all of its covenants in this Agreement shall survive and continue subsequent to Utility providing water service in accordance with the terms of this Agreement.

G. If the Property is developed in Phases the terms and conditions of this Agreement shall apply with respect of each such Phase.

H. Any failure by either party to insist upon the strict performance by the other party of any of the terms and provisions of this Agreement shall not be deemed to be a waiver of any of the terms or provisions of this Agreement and such party failing to require such strict performance shall have the right thereafter to insist upon strict performance by the other party of any and all of them.

I. The use of any gender shall include all other genders. The singular shall include the plural and the plural the singular where the context so requires or admits.

J. The paragraph headings contained in this Agreement are for reference only and shall not in any way affect the meaning, content or interpretation hereof.

K. This Agreement may be executed in separate counterpart copies and so long as each party executes separate counterpart copies or the same copies, this Agreement shall become binding and enforceable as a contract.

L. All instruments, documents and other matters which Developer is obligated to deliver to Utility shall be in form and substance satisfactory to Utility and its counsel.


M. In no event shall Utility be obligated to provide water and/or sewer service to the Property in excess of the amounts and for the Types of Properties other than as set forth in paragraph 3C. In the event that all or part of the Property, as a result of a zoning or density change, requires additional water and/or sewer service or facilities to provide service to the Property, new plans and specifications shall be prepared by Developer, or its assigns or successors, to be approved by Utility and a new agreement negotiated and executed prior to granting additional capacity or the installation of the additional facilities. Any new agreement shall be executed prior to the development of all or parts of the Property and shall be in accordance with Utility's tariff in effect at the time of the execution of the new agreement.

N. Part of the Off-Site Facilities to be constructed by Developer will be a discharge line capable of discharging 1,000,000 gallons of effluent daily (the "Line") under and across the Property which will serve Utility's East Gate sewage treatment plant, the cost of which shall constitute a Refundable Advance. It is agreed that the portion of the Refundable Advance attributable to the cost of the Line, determined in accordance with paragraph 3I, shall be paid to Developer by Utility from revenues Utility receives from providing sewer service to its customers at the rate of \$50 for each connection by customers serviced by the East Gate sewage treatment plan occurring after Final Acceptance, which amount shall be remitted in accordance with paragraph 3I(ii).

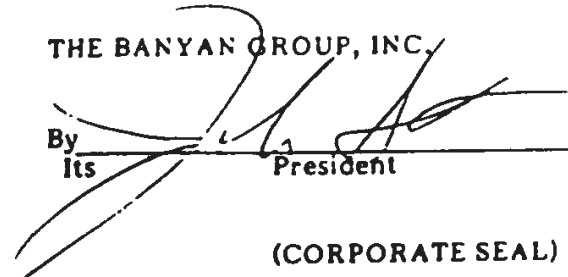
O. Part of the Off-Site Facilities to be constructed by Developer will be certain water distribution lines more particularly identified in the Plans and Specifications, the cost of which shall constitute a Refundable Advance. It is agreed that Utility shall pay Developer that portion of the Refundable Advance attributable to such water distribution lines from revenues Utility receives from providing water service to its customers at the rate of \$50 for each customer connection to its water distribution system occurring after Final Acceptance, which amount shall be paid in accordance with paragraph 3I(ii).

IN WITNESS WHEREOF, Developer and Utility have executed and delivered this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:



THE BANYAN GROUP, INC.

By 
Its _____
President

(CORPORATE SEAL)

GULF UTILITY COMPANY

By 
Its _____
Executive Vice President

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12th day of December, 1984, by Joseph Santini the Vice President of THE BANYAN GROUP, INC., a Florida corporation, on behalf of the corporation.

Walter Jean Schaefer
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 25 1985
1000 100 000 100 100 100 100

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 15th day of December, 1984, by James W. Moore of GULF UTILITY COMPANY, a Florida corporation, on behalf of the corporation.

Walter Jean Schaefer
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 25 1985
1000 100 000 100 100 100 100

EXHIBIT B

Phase I (or all of Property if there are no Phases):

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family		ERC's	ERC's
Single Family Residential	<u>74</u>	<u>74</u> ERC's	<u>74</u> ERC's
Duplex		ERC's	ERC's
Triplex		ERC's	ERC's
Townhouses		ERC's	ERC's
Commercial Residential		ERC's	ERC's
Commercial		ERC's	ERC's
Total ERC's:		<u>74</u>	<u>74</u>

Phase II:

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family	<u>48</u>	<u>48</u> ERC's	<u>48</u> ERC's
Single Family Residential		ERC's	ERC's
Duplex		ERC's	ERC's
Triplex		ERC's	ERC's
Townhouses		ERC's	ERC's
Commercial Residential		ERC's	ERC's
Commercial		ERC's	ERC's
Total ERC's:		<u>48</u>	<u>48</u>

EFFLUENT REUSE AGREEMENT

THIS EFFLUENT REUSE AGREEMENT (this "Agreement") is made as of the 17TH day of May, 1996, by and among WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Developer"), GULF UTILITY COMPANY, a Florida corporation ("Utility"), and KORESHAN UNITY FOUNDATION, INC., a Florida not-for-profit corporation ("Koreshan").

Preamble. Developer is the owner of, or has under option, certain real property (the "Property") upon which it is developing a residential subdivision, including a golf course and other common areas, known as "River Ridge," which Property is more particularly described in Exhibit "A" attached hereto and made a part hereof. For purposes of this Agreement, the term "Koreshan Option Property" shall mean that part of the Property owned by Koreshan which Developer has an option (the "Koreshan Option") to purchase. Utility owns and operates (i) a water treatment plant on Corkscrew Road, which produces certain excess non-potable water known as "reject water," and (ii) a wastewater treatment plant on Three Oaks Boulevard, which produces certain treated wastewater effluent (which effluent and the reject water described above are hereinafter referred to as the "Effluent"). Developer and Koreshan desire that Utility discharge Effluent on the Property so that the Developer can use the same for irrigation purposes, and Utility desires to discharge the Effluent on the Property, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of Utility's provision of Effluent to the Property, Developer's and Koreshan's acceptance of the same, Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which being hereby acknowledged, the parties hereto agree as follows:

1. Representations and Warranties.

(a) Developer represents and warrants to Utility that (i) Developer is the fee simple owner of a portion of the Property and has the right to purchase the balance of Property (i.e., the Koreshan Option Property) under the Koreshan Option, (ii) Developer is a Delaware limited partnership organized and existing under the laws of the State of Delaware and (iii) the execution, delivery and performance by Developer of this Agreement are within its authorized powers and have been duly authorized by all requisite action.

(b) Koreshan represents and warrants to Utility that (i) Koreshan is the fee simple owner of the Koreshan Option Property and that the same is subject to the Koreshan Option in favor of Developer, (ii) Koreshan is a Florida not-

for-profit corporation organized and existing under the laws of the State of Florida, and (iii) the execution, delivery and performance by Koreshan of this Agreement are within its authorized powers and have been duly authorized by all requisite action.

2. Construction and Maintenance.

(a) In reliance upon Developer's and Koreshan's covenants and representations herein contained, Utility agrees to construct a main running westerly along Corkscrew Road from its water and wastewater treatment plants to the Property to carry the flow of Effluent to the Property (the "Reuse Main"). The Reuse Main will be constructed by Utility, at Utility's own cost and expense, in accordance with plans and specifications prepared by Utility's engineers. Such plans and specifications shall specify the location of the Reuse Main to the point of delivery (the "Point of Delivery"), which shall be at the boundary line of the Property and where Utility's meter and valve are located. To the extent the Florida Department of Environmental Protection ("DEP") requires any testing wells on the Property for the purpose of testing or monitoring the impact of the Effluent on the natural ground water in the vicinity of such wells, then Utility shall also construct such testing wells (the "Testing Wells") on the Property in such locations as the DEP requires or at such locations mutually acceptable to Developer and Utility and consistent with DEP requirements. The Reuse Main, and the associated meter, valves and other facilities, up to the Point of Delivery, and any Testing Wells, shall at all times remain Utility's sole and exclusive property and Utility shall be responsible for the maintenance and repair of the same.

(b) Developer shall construct, repair and maintain all ponds, swales or other retention and drainage areas and facilities as may be necessary pursuant to the requirements of the DEP, South Florida Water Management District or any other applicable local, state or federal regulatory agency (the "Governmental Agencies") in order to accept the Effluent as herein provided. Developer shall further be responsible for constructing, repairing and maintaining any extensions of the Reuse Main after the Point of Delivery and all irrigation lines, including feeder lines and sprinkler heads, needed for the purpose of irrigating the Property.

3. Discharge.

(a) The Effluent discharged at the Point of Delivery shall be in accordance with all requirements of the Governmental Agencies, and neither Developer nor Koreshan shall have any obligation to accept any such Effluent that is

not treated in accordance with the requirements of the applicable Governmental Agencies.

(b) Developer and Koreshan agree to accept, and allow Utility to discharge in, on and upon the Property, not less than eight hundred thousand (800,000) gallons per day of Effluent; provided, however, in no event shall there be more Effluent discharged on the Property than may be allowed from time to time pursuant to such permits, requirements or rules of applicable Governmental Agencies. Utility shall be entitled to discharge as much as one million five hundred thousand (1,500,000) gallons per day of Effluent on the Property to the extent permitted by applicable Governmental Agencies. Utility shall only be obligated to discharge such amount of Effluent as it may from time to time have available. Utility shall not be liable in any respect hereunder in the event, from time to time, Utility does not provide the amount of Effluent as herein set forth or as may be from time to time permitted by applicable Governmental Agencies.

(c) The Effluent shall be discharged at the Point of Delivery at all times in all events into facilities constructed, repaired and maintained by Developer, which shall include such lakes, ponds or other areas reasonably acceptable to Utility and made available for such purpose by Developer at Developer's cost and expense. All such facilities, including lakes, ponds and other areas, shall be constructed, maintained and repaired, in conformance with applicable permits and licenses and any other requirements of Governmental Agencies. Utility and Developer shall prepare a monitoring plan with respect to the acceptance, use and discharge of the Effluent on the Property. So long as Developer shall at all times be capable of accepting the Effluent, Developer shall have the right from time to time to designate that portion of the Property over, upon or in which the Effluent will be used, stored and/or discharged. Notwithstanding Developer's right to designate such portions of the Property upon which the Effluent will be discharged, and notwithstanding the fact the Developer does not own all of the Property as of the date hereof, Developer hereby agrees with and warrants to Utility that Developer shall at all times have sufficient amounts of the Property available for and capable of accepting the Effluent within the limits set forth herein. Developer acknowledges that it may be required to construct and maintain isolated, lined storage ponds on the Property capable of three days storage of the Effluent being discharged on the Property. Developer shall be obligated to accept the Effluent whether or not it has fully completed its golf course. In the event the golf course has not been completed, then Utility may discharge the Effluent over undeveloped land made available for such purpose by Developer. Developer agrees to accept such discharge as soon as Utility has completed construction of the

Reuse Main and has obtained all required permits and licenses from the Governmental Agencies that are needed to deliver the Effluent to the Point of Delivery. Utility will use best efforts to obtain all such approvals such that Developer can commence acceptance of the Effluent on or after September 1, 1996.

(d) In addition, Developer shall have the right to amend the description of the "Property" by adding to it all or a portion of the property shown on the map attached hereto as Exhibit "A" and identified thereon as the "Fleischmann Tract." In the event Developer desires to so amend the description of the Property, the Developer shall notify the other parties to this Agreement of such intent, and shall provide to the other parties a legal description of the property being added to the Property, and the parties hereto agree to enter into an amendment to this Agreement reflecting the change in the description of the Property. As a part of such amendment, Utility may require that Developer make the same covenants, agreements, warranties and representations as to the additional property as Developer makes in this Agreement as to the Property described herein, including the Developer's agreement to grant easements to Utility of the nature set forth in Section 5 hereof.

(e) Utility agrees that as of the date hereof it shall supply the Effluent to Developer at no charge; provided, however, that Utility shall be entitled to assess a charge, and Developer shall pay such charge, for the Effluent if Utility's tariffs with the Florida Public Service Commission so require.

4. Permits. Utility shall obtain all applicable permits and/or licenses as are necessary to allow for the discharge of Effluent on the Property. Utility shall further have the right from time to time to modify, amend or obtain new permits and licenses that would allow an increased amount of Effluent to be discharged on the Property; provided, however, that any such increase shall be coordinated with the Developer, shall be subject to the Developer's and Koreshan's reasonable consent, and shall be consistent with the terms of this Agreement. Subject to the foregoing, Developer and Koreshan agree to assist Utility, using good faith and best efforts, in obtaining and applying for any such permits and licenses and modifications and amendments thereto, and in complying therewith.

5. Easements. The Developer and Koreshan agree to grant Utility perpetual easements for (i) the construction, installation, maintenance, repair, monitoring and replacement of the Testing Wells in, over and upon such portions of the Property where the Testing Wells will be constructed, if any,

and (ii) the purpose of discharging Effluent in, on and upon the Property in accordance with this Agreement. Such easements will be executed and delivered by Developer and Koreshan to Utility, in recordable form, within fifteen (15) days after the request for the same by Utility.

6. Indemnification of Koreshan. Developer agrees to indemnify, defend and hold harmless Koreshan and the officers, directors and agents of Koreshan from and against all losses, damages, claims, actions, suits, costs and expenses (including reasonable attorneys' fees relating to such actions, claims or suits), arising from, in respect of or as a consequence of any action or activities taken by Developer, its officers, agents, or employees, on the Koreshan Option Property, pursuant to the terms of this Agreement. This indemnification obligation shall automatically terminate one (1) year after the purchase of the Koreshan Option Property by Developer or its affiliates. Koreshan shall promptly notify Developer of any such claim against Koreshan.

7. Inspection. Utility shall have the right, but not the duty, upon prior notice to Developer, to enter upon the Property from time to time to review and inspect at reasonable times the practices of Developer with respect to the conditions agreed to herein. Such entry and inspections shall be for the purpose of review of the operation of the Effluent storage and irrigation system located on the Property. Developer shall have the right to have a representative accompany the personnel of Utility on each such inspection. All such on-site monitoring shall be at Utility's expense, and all such inspections and monitoring shall be conducted in a manner not to unreasonably interfere with the activities or business of Developer on the Property.

8. Term. Except as otherwise provided herein, the obligations of the parties hereto shall remain in full force and effect until the earlier of (i) a final determination by any of the Governmental Agencies that the Effluent can no longer be discharged on the Property, or (ii) Utility no longer has sufficient Effluent to provide the same to the Property in accordance with this Agreement; provided, however, that if Utility is providing effluent from the same sources as the Effluent herein to be provided to other customers or developers, Utility agrees that Developer shall be entitled to a proportionate share of such effluent.

9. Assignment. Except as specifically provided in this Agreement, no party shall have the right to assign or transfer its rights or obligations hereunder, without the prior written consent of the other parties, which consent shall not be unreasonably withheld. In the event of any such assignment, such assignee shall be required to assume, in writing, all

such assigned rights, duties and obligations. Notwithstanding the foregoing (i) Utility shall consent to the assignment of any or all of Developer's duties, obligations and rights hereunder, at any time during the term of this Agreement, at Developer's sole discretion, to the River Ridge Community Development District, a Chapter 190 F.S. entity, established by Ordinance No. 96-02 adopted by the Board of County Commissioners of Lee County, Florida, and (ii) Developer and Koreshan shall consent to the assignment of any or all of Utility's duties, obligations and rights hereunder, at any time during the term of this Agreement, at Utility's sole discretion, to a successor or transferee utility provider.

10. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

11. Notice. Until further written notice by a party hereto to the others, all notices provided for herein shall be in writing and delivered by U.S. certified mail, and if to Developer, at:

WCI Communities Limited
Partnership
801 Laurel Oaks Drive, Suite 500
Naples, Florida 33963
Attention: Mr. Jerry H. Schmoyer
Senior Vice President

and if to Utility, at:

Gulf Utility Company
Post Office Box 350
Estero, Florida 33928
Attention: Mr. James W. Moore
President

and if to Koreshan at:

Koreshan Unity Foundation, Inc.
Post Office Box 97
Estero, Florida 33928
Attention: Ms. Jo Bigelow, President

with a copy to:

Cummings & Lockwood
3001 Tamiami Trail No.
Naples, Florida 33940
Attention: Stephen Pierce, Esq.

12. Entire Agreement. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between the parties hereto and made with respect to the matters herein contained. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by any party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by all the parties.

13. Attorneys' Fees. In the event either the Utility, Developer or Koreshan enforces this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other parties all costs incurred, including reasonable attorneys' fees.

14. No Waiver. Any failure by a party hereto to insist upon the strict performance by another party of any of the terms and provisions of this Agreement shall not be deemed to be a waiver of any of the terms or provisions of this Agreement and such party failing to require such strict performance shall have the right thereafter to insist upon strict performance by the other parties of any and all of them.

15. Counterparts. This Agreement may be executed in separate counterpart copies and so long as each party executes separate counterpart copies or the same copies, this Agreement shall become binding and enforceable as a contract.

16. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Florida.

17. Force Majeure. Acts of God such as storms, earthquakes, land subsidence, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of armed forces, delays by carriers, inability to obtain materials or rights-of-way, acts of public authority, regulatory agencies, or courts, or any other cause, whether the same kind as enumerated herein, not within the control of Koreshan, Developer or Utility, and which by the exercise of due diligence, Koreshan, Developer or Utility is unable to overcome, which prevents the performance of all or any specific part of this Agreement, shall excuse performance of said part of this Agreement until such force majeure is abated or overcome.

18. Excuse From Performance by Governmental Acts. Notwithstanding anything to the contrary contained in this Agreement, Developer's and Koreshan's obligation to accept the Effluent for irrigation purposes, shall at all times be conditioned upon approval from all regulatory agencies with

jurisdiction over the matter. If for any reason during the term of this Agreement, any applicable Governmental Agency shall fail to issue necessary permits, grant necessary approvals, or shall require any material change in the operation of the treatment, transmission and distribution systems or the application and use of Effluent, then to the extent that such requirements shall materially affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approvals, or requirements; provided, however, nothing shall require Koreshan, Developer or Utility to accept any new agreement if it substantially adds to its burdens and obligations hereunder. Notwithstanding the above, it is the intent of the parties to take such actions as may be necessary to allow Utility to discharge the Effluent on and to the Property, and allow Developer to accept and use the Effluent for the Property, and the parties hereto shall exercise good faith in dealing with one another and with the applicable Governmental Agencies in order to effectuate such purpose.

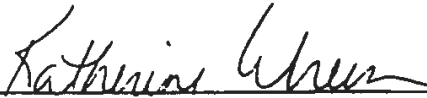
19. Developer's right to Termination; Agreement Runs With Land. Developer and Koreshan shall have the right to terminate this Agreement only if the Utility continually fails to deliver properly treated Effluent pursuant to the terms of this Agreement. For purposes of this Agreement, the phrase "continually fails to deliver properly treated Effluent" shall mean the continual delivery by Utility of Effluent which is materially in violation of standards established by the Governmental Agencies and the continual failure of Utility to take reasonable and customary actions to correct such violations; provided, however, that minor violations of such standards which are not irregular in the industry and which are not grounds for action by and pursuant to regulations of the Governmental Authorities, shall not constitute grounds to terminate this Agreement by Developer or Koreshan. Developer and Koreshan (with respect to the Koreshan Option Property and only until such time as the Koreshan Option is validly exercised) shall have the right to sell, transfer or encumber the land areas irrigated with the Effluent and described in Exhibit "A." So long as the Property shall substantially continue to be used for the purposes intended by this Agreement, any subsequent party in interest shall be obligated to receive and use the specified quantity of Effluent under the same terms and conditions of this Agreement unless modified by mutual consent of the Utility, Koreshan and the Developer, or a transferee or successor-in-interest to such parties. The terms and conditions of this Agreement shall run with the title to the land.

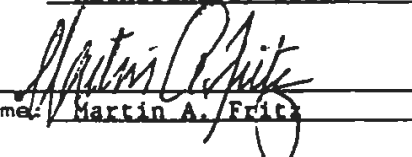
20. Expiration of Koreshan's Rights Under Agreement.
The parties acknowledge and agree that the rights, approvals and interest of Koreshan hereunder shall automatically expire at such time as the Koreshan Option is validly exercised by Developer. In the event Developer does not exercise the Koreshan Option and purchase the Koreshan Option Property, all of Developer's maintenance and repair obligations as described in this Agreement shall continue with respect to the Koreshan Option Property, at Developer's sole cost and expense.


IN WITNESS WHEREOF, Developer, Koreshan and Utility have executed and delivered this Agreement as of the day and year first above written.


Signed, sealed and delivered in the presence of:

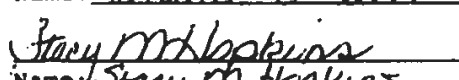
WCI COMMUNITIES LIMITED
PARTNERSHIP, a Delaware
limited partnership


Name: Katherine C. Green

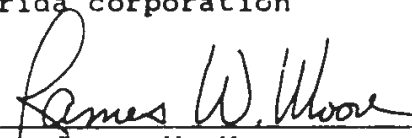

Name: Martin A. Fritz

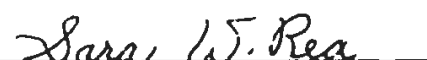
By 
Name: Jerry H. Schmoyer
Its Senior Vice President

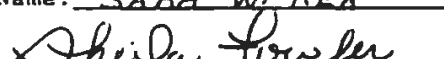

Name: Diane Gravel


Name: Stacy M. Hopkins


GULF UTILITY COMPANY, a
Florida corporation

By 
Name: James W. Moore
Its President


Name: SARA W. REA


Name: Sheila Fowler

KORESHAN UNITY FOUNDATION, INC.,
a Florida not-for-profit
corporation

By 
Name: Jo Bigelow
Its President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 7th day of May, 1996, by Jo Bigelow, as Senior President of Koreshan Unity Foundation, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or produced _____ as identification.

Sara W. Rea
Name: SARA W. REA
Notary Public, State and
County Aforesaid

My Commission Expires:

Commission No.



SARA W. REA
MY COMMISSION # CC439431 EXPIRES
February 16, 1999
BONDED THRU TRACY FARM INSURANCE, INC.

168693.3

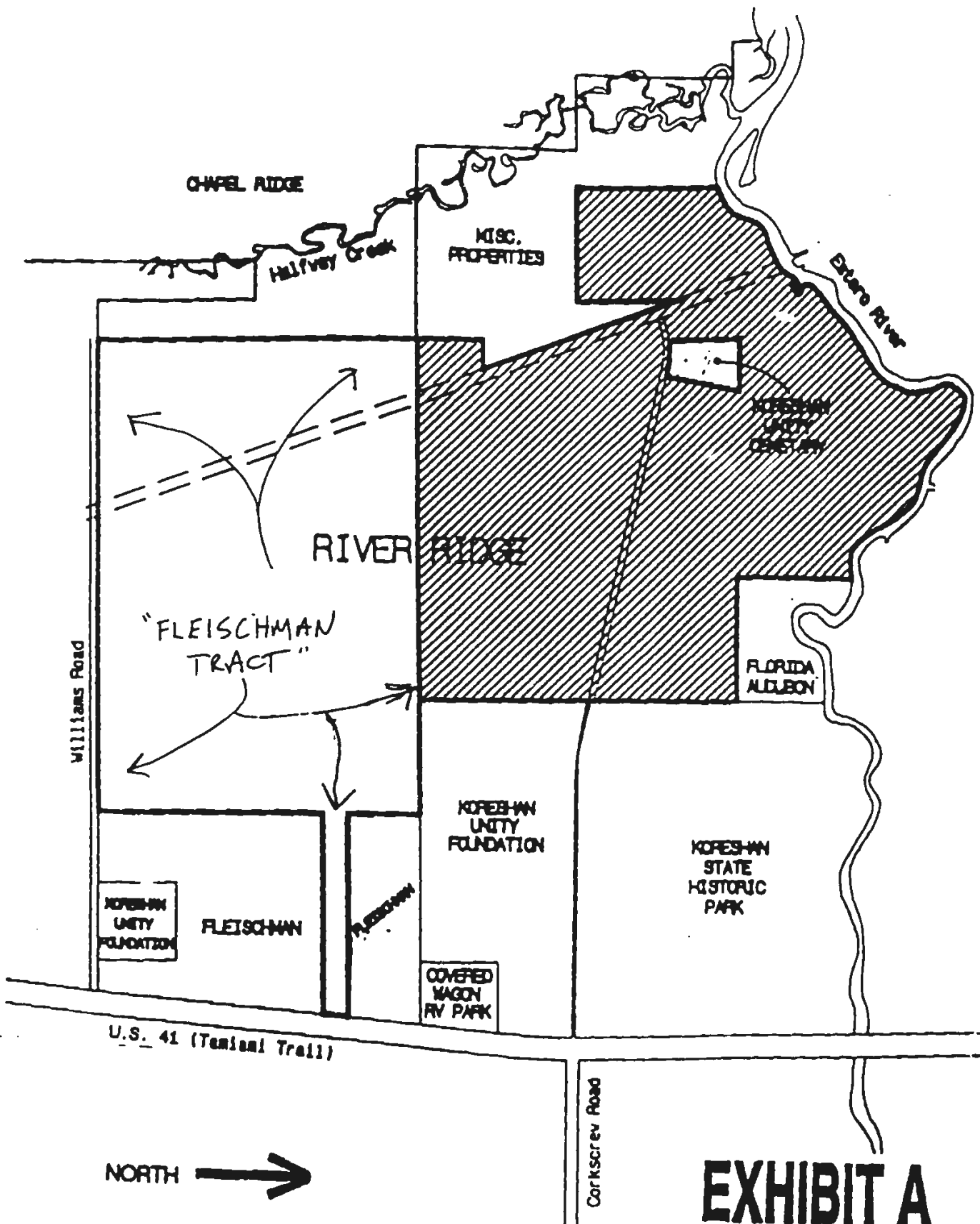


EXHIBIT A

TOGETHER WITH THE FOLLOWING:

BEGINNING AT THE SOUTHWEST CORNER OF THE SAID NORTHEAST QUARTER (NE-1/4) OF SAID SECTION 32 RUN N. 00°55'53" W. ALONG THE WEST LINE OF SAID FRACTION FOR 544.80 FEET; THENCE RUN S. 89°18'33" E. FOR 249.93 FEET TO THE WEST LINE OF THE ABOVEMENTIONED FLORIDA POWER & LIGHT TRANSMISSION LINE EASEMENT; THENCE RUN S. 20°31'33" E. ALONG SAID EASEMENT LINE FOR 571.05 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID FRACTION; THENCE RUN S. 88°58'57" W. ALONG SAID SOUTH LINE FOR 444.47 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

ALL THAT PART OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4), LYING SOUTH OF THE ESTERO RIVER AND EAST OF THE FORMER RIGHT-OF-WAY OF THE SEABOARD ALL FLORIDA RAILROAD, AND ALL THAT PART OF THE WEST ONE-HALF (W 1/2) OF THE WEST ONE-HALF (W 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) LYING SOUTH OF THE ESTERO RIVER; ALL IN SECTION 28, TOWNSHIP 48 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING:

A TRACT OR PARCEL OF LAND FOR ROADWAY AND UTILITY EASEMENTS LYING IN SECTIONS 32 AND 33, TOWNSHIP 48 SOUTH, RANGE 28 EAST, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 33 RUN N. 89°18'27" E. ALONG THE NORTH LINE OF SAID SECTION FOR 385.00 FEET TO A CONCRETE POST; THENCE RUN S. 00°30'33" E. PARALLEL WITH THE WEST LINE OF SAID SECTION 33 FOR 1178.58 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF A PUBLIC ROAD (90 FEET WIDE) AS DESCRIBED IN COUNTY COMMISSION MINUTE BOOK 7 AT PAGE 237 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL FROM SAID POINT OF BEGINNING RUN N. 78°34'13" W. ALONG THE NORTHEASTERLY LINE OF SAID ROAD FOR 120.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 30.00 FEET (CHORD BEARING N. 38°25'47" E.) FOR 47.12 FEET TO A POINT OF TANGENCY; THENCE RUN N. 11°25'47" E. FOR 88.18 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 100.00 FEET (CHORD BEARING N. 05°27'37" E.) FOR 20.84 FEET TO A POINT OF TANGENCY; THENCE RUN N. 00°30'33" W. PARALLEL WITH THE WEST LINE OF SAID SECTION 33 FOR 888.23 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHERLY AND NORTHWESTERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 70.00 FEET (CHORD BEARING N. 48°37'33" W.) FOR 110.24 FEET TO A POINT OF TANGENCY; THENCE RUN S. 89°15'27" W. PARALLEL WITH AND 80.00 FEET SOUTH FROM THE NORTH LINE OF SAID SECTION 33 FOR 284.77 FEET; THENCE RUN S. 89°48'47" W. PARALLEL WITH AND 80.00 FEET SOUTH FROM THE NORTH LINE OF SAID SECTION 32 FOR 881.30 FEET; THENCE RUN N. 00°10'13" W. FOR 80.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION; THENCE RUN N. 89°48'47" E. FOR 881.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 32; THENCE RUN N. 89°15'27" E. ALONG THE NORTH LINE OF SAID SECTION 33 FOR 385.00 FEET; THENCE RUN S. 00°30'33" E. PARALLEL WITH AND 385.00 FEET EAST FROM THE WEST LINE OF SAID SECTION 33 FOR 1178.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

PARCEL IN SECTIONS 29 & 32, TOWNSHIP 48 SOUTH, RANGE 28 EAST
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 29 AND 32, TOWNSHIP 48 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER (N-1/4) CORNER OF SAID SECTION 32 RUN S. 89°30'02" W. ALONG THE NORTH LINE OF SAID SECTION FOR 428.23 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT (FPL) COMPANY TRANSMISSION LINE EASEMENT (100 FEET WIDE) AND THE POINT OF BEGINNING FROM SAID POINT OF BEGINNING RUN N. 89°30'02" E. ALONG THE NORTH LINE OF SAID SECTION 32 FOR 80.85 FEET TO THE NORTHEAST CORNER OF LOT A55 OF FLORIDA GULF LAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 89 OF THE LEE COUNTY RECORDS; THENCE RUN S. 00°38'53" E. ALONG THE EAST LINE OF SAID LOT FOR 249.88 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID FPL TRANSMISSION LINE EASEMENT; THENCE RUN S. 20°31'33" E. ALONG SAID NORTHEASTERLY LINE FOR 2589.23 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF (N-1/2) OF SAID SECTION 32; THENCE RUN S. 88°58'57" W. ALONG SAID SOUTH LINE FOR 108.31 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID TRANSMISSION LINE EASEMENT; THENCE RUN N. 20°31'33" W. ALONG SAID SOUTHWESTERLY LINE FOR 2288.58 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID LOT A55; THENCE RUN S. 00°38'53" E. ALONG SAID EAST LINE FOR 808.97 FEET TO THE SOUTHEAST CORNER OF SAID LOT A55; THENCE RUN S. 88°27'02" W. ALONG THE SOUTH LINE OF LOTS A55, A54 AND A53 FOR 885.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT A53; THENCE RUN N. 00°43'04" W. ALONG THE WEST LINE OF SAID LOT A53 FOR 1180 FEET, MORE OR LESS TO THE WATERS OF THE ESTERO RIVER; THENCE RUN NORTHEASTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE WATERS OF THE ESTERO RIVER FOR 960 FEET, MORE OR LESS TO THE NORTHEASTERLY LINE OF SAID FPL TRANSMISSION LINE EASEMENT; THENCE RUN S. 20°31'33" E. ALONG SAID NORTHEASTERLY LINE FOR 390 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AGREEMENT

THIS AGREEMENT, made as of this 21st day of Apr^{il} 1987, between WINTER PARK GROVES PARTNERSHIP, a Florida general partnership ("Winter Park"), and WEINER HOMES CORPORATION OF FLORIDA, INC., a Florida corporation ("Weiner"), and their successors and assigns ("Developer"), and GULF UTILITY COMPANY, a Florida corporation ("Utility").

RECITALS

The purpose of this Agreement is to set forth in detail the (i) terms and conditions under which Utility will extend and provide water and waste water service to Developer's Property (as hereinafter defined), and the (ii) obligations and requirements of each party, with respect to the installation and maintenance of certain facilities.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the following meanings:

(a) Active Connection. A connection to Utility's waste water and/or water system at the Point of Delivery, whether or not service is currently being provided.

(b) Customer Connection Charges - Payment made to the Utility for the cost of installing a connection from Utility's water main or sewer lines, including but not limited to the cost of piping, the Meter Installation Fee and the applicable allowance due Utility for funds prudently invested.

(c) CIAC - The amount or item of money, services, or property received by Utility, from Developer, any portion of which is provided at no cost to Utility, which represents an addition or transfer to the capital of the Utility, and which is utilized to offset the acquisition, improvement, or construction costs of the Utility's property, facilities, or equipment used to provide service to the Property. The term includes System Capacity Charges, Main Extension Charges and Customer Connection Charges.

(d) Customer Installation - All facilities on the customer's side of the Point of Delivery.

(e) ERC - With respect to water service, 396 gallons per day. With respect to sewer service, 275 gallons per day.

(f) FPSC - The Florida Public Service Commission.

(g) **Governmental Agency** - Any governmental or quasi-governmental authority which exercises jurisdiction over or regulates the Utility and its operation, the construction and use of the Off-Site and On-Site Facilities and the Property and any improvements which may be constructed thereon.

(h) **Main Extension Charge** - Charge made by the Utility for the purpose of covering all or part of the Utility's capital costs in extending or oversizing its off-site facilities to provide service to the Property, determined in accordance with the Rules of the FPSC.

(i) **Meter Installation Fee** - The amount authorized by the FPSC for installing the water measuring device at the Point of Delivery, including materials and labor required.

(j) **Off-Site Facilities** - The water transmission mains and facilities, including but not limited to valves, pumps and chlorination-units and sewer collection facilities, trunk/mains and facilities, including, but not limited to, manholes, forcemains, and sewage pumping stations, the purpose of which is to provide water and sewer service to the Property and elsewhere, if any, to be constructed by Developer in accordance with the terms of this Agreement.

(k) **On-Site Facilities** - The water distribution system and/or sewage collection system which is to be located wholly within the Property to be constructed by Developer in accordance with the terms and conditions of this Agreement. If Off-Site Facilities cross the Property via an easement, the On-Site Facilities shall mean the water distribution system or sewage collection system that is located on the Property, exclusive of the Off-Site Facilities.

(l) **Plans and Specifications** - The engineering plans and the specifications of materials to be used and method of construction for the Off-Site and On-Site Facilities prepared by a licensed Florida engineer in compliance with all applicable laws, codes, rules, regulations and the Utility's prescribed standards and general construction specifications.

(m) **Point of Delivery** - The point of delivery of service where the pipes or meters of Utility are connected with the pipes of a consumer. Unless otherwise indicated, Point of Delivery shall be at a point inside a consumer's lot or boundary line as indicated in the applicable Lee County Division of Transportation Utility Application.

(n) **Phase** - That part of the Property which is being or is to be developed as a unit by Developer.

(o) **Property** - The land described in Exhibit A attached hereto and made a part hereof, or any Phase thereof when applicable.

(p) **Reservation of Capacity Charge** - The charge made by Utility for the reservation of water and/or sewage service capacity.

(q) **System Capacity Charge** - The charge made by Utility for each new connection to its system to defray a portion of the cost of the system.

(r) Treatment Facility - Facilities owned by the Utility for production, treatment and storage of water or the treatment and disposal of sewage.

(s) Types of Properties:

(i) Single Family Residential - A one family dwelling unit constructed on its own lot and not connected to any other dwelling.

(ii) Duplex - One building containing two attached living units each having kitchen and bathroom facilities.

(iii) Triplex - One building containing three attached living units each having kitchen and bathroom facilities.

(iv) Townhouse - A series of attached one or two story dwelling units numbering more than three such units in a row each having kitchen and bathroom facilities. Townhouses of two stories are distinguished from apartments in that the first and second story of the townhouse comprises one living unit.

(v) Multiple Family - A building containing more than three units within a structure of one or more stories. Multiple Family includes rental, cooperative or condominium form of occupancy.

(vi) Commercial-Residential - All property devoted to commercial use where the intended use contemplates a temporary residency in the building. This includes, but is not limited to, hospitals, nursing homes, hotels, motels, boarding schools or other purpose which contemplates that the public will be in residence on the property either of a semi-permanent or transitory nature.

(vii) Commercial - All property devoted to industrial, business, educational or other categories not covered by another Type of Property.

2. Developer's Grant of Rights and Privileges.

A. Developer hereby grants and gives to Utility, its successors and assigns, the following rights, privileges and easements:

(i) The exclusive right or privilege to furnish potable water and sewage collection service to the Property and to all buildings constructed thereon and to all occupants thereof.

(ii) The exclusive right, privilege and easement to re-construct, own, maintain and operate the Off-Site and On-Site Facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats of the Property, or as otherwise provided for in agreements, dedications, or grants made otherwise and independent of said recorded plats in accordance with this Agreement.

B. Developer agrees that the foregoing grants include the necessary easements and rights of ingress and egress to any part of the Property, which shall be for such period of time as Utility or its successors or assigns shall require such rights, privileges or easements for the reconstruction, ownership, maintenance, operation or expansion of the Off-Site and On-Site Facilities. In the event Utility, after Final Acceptance (as defined in paragraph 4), is required or desires to relocate and install any of the Off-Site and On-Site Facilities in lands within or without the Property lying outside the rights of way, streets and easement areas described above, then Developer shall grant to or obtain for the Utility, without cost or expense to Utility, the necessary easement or easements for such relocation and installation.

3. Representations, Warranties, Covenants and Agreements of Developer. Developer represents and warrants to and covenants and agrees with Utility as follows:

A. Developer is the owner in fee simple of the Property.

B. Weiner is a corporation organized and in good standing under the laws of the State of Florida, and the execution, delivery and performance by Weiner of this Agreement are within its authorized powers and have been duly authorized by all requisite action. Winter Park is a general partnership organized and in good standing under the laws of the State of Florida, and the execution, delivery and performance by Winter Park of this Agreement are within its authorized powers and have been duly authorized by all requisite action.

C. Developer intends to develop the Property in 19 Phases having Types of Properties and requiring water and sewage collection service as indicated on Exhibit B attached hereto and made a part hereof.

D. In order to implement the grants to Utility specified in paragraph 2, Developer, prior to commencing construction of the On-Site Facilities shall, by appropriate instrument recorded among the public records of Lee County, Florida, subject the Property to the following covenants and restrictions, as a covenant running with the land:

"Gulf Utility Company, or its successors or assigns ("Company"), has the sole and exclusive right to provide all potable water distribution and sewage collection facilities and service to the Property described in Exhibit "A" and to any property to which potable water service is actually rendered by Company. All occupants of any residence, building, unit or improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall receive such services from the Company, and shall pay for the same in accordance with the Company's rate schedules from time to time in effect as approved by the Florida Public Service Commission; and, all occupants of any residence, building, unit or improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree, by occupying any premises on the Property, or by recording any deed of conveyance with respect to the Property, that they will not construct, dig, build or

otherwise make available nor use such service from any source other than that provided by Company, excepting, however, any water well or water source used solely and exclusively for non-potable purposes such as for the purpose of supplying water for air conditioning systems or residential landscaping purposes on the Property or supplying non-potable water for use in connection with golf course facilities which may be constructed on the Property."

E. Developer, at its cost and expense, has or shall cause to be prepared its Plans and Specifications, which shall be reviewed and be subject to the approval of Utility prior to commencement of construction. If there is more than one Phase, the Plans and Specifications may be limited to each of the Phases of the Developer's contemplated development of the Property; however, each Phase shall conform to Developer's master plan for development of the Property which has been previously submitted to Utility with Developer's application for service.

F. After approval of the Plans and Specifications by Utility and upon receipt by Developer of all permits, Developer shall appoint a professional engineering firm, including the Florida Department of Highway and Transportation, Developer shall cause the Off-Site and On-Site Facilities to be constructed by a duly licensed Florida contractor at Developer's cost and expense in accordance with the Plans and Specifications, the terms of this Agreement and the applicable laws and governmental rules and regulations. Developer shall maintain complete and accurate records concerning the construction of the Off-Site and On-Site Facilities including labor and materials, supervision and engineering and other expenses as listed in the NARCC System of Accounts, and shall provide the original cost to the Utility prior to Final Acceptance.

G. During the construction of the Off-Site and On-Site Facilities and prior to Final Acceptance, Utility shall have the right to inspect the construction of the Off-Site and On-Site Facilities with the Engineer and shall have the right to require the contractor to perform standard tests for permeability, infiltration, flow and load capacity, and to require the contractor to install a flow and load capacity test system in accordance with the Plans and Specifications. Any such inspection, testing or other requirements shall be by written order of the Utility engineer and shall be submitted to Utility for approval.

H. Developer has paid Utility an advance deposit of \$2,000.00 to reimburse Utility's for its additional costs, including engineering, administrative, inspection and legal costs, incurred in the execution and performance of this Agreement. For each subsequent Phase, if any, Developer, prior to commencing development, shall pay an additional advance deposit in an amount estimated by Utility to cover such costs. Concurrently with Final Acceptance of each Phase the actual amount of such costs shall be determined by Utility and any additional amount shall be paid forthwith to Utility by Developer or unused portion of the deposit refunded to Developer.

I. Developer at its sole cost and expense shall transfer and convey to Utility, all of its right, title and interest to the Off-Site and On-Site Facilities, free and clear of all liens and encumbrances, and such conveyance shall take effect without further action upon the Final Acceptance. As evidence of such transfer and

conveyance and prior to the rendering of service by Utility. Developer shall, (i) convey the Off-Site and On-Site Facilities to Utility by bill of sale, and (ii) convey or cause to be conveyed to Utility, all easements and/or rights-of-way required by Utility covering areas in which Off-Site and On-Site Facilities are located by recordable instrument free and clear of all liens and encumbrances and matters of record. All grants of easements or rights-of-way shall be accompanied by owner's title policy to Utility, insuring Utility's ownership of such easements and rights-of-way subject only to such exceptions consented to by Utility. Concurrently with the delivery of the bill of sale, Developer shall deliver to Utility final lien waivers and complete and satisfactory evidence of the direct cost of construction of the Off-Site and On-Site Facilities, and Utility shall have the right to inspect Developer's books and records in order to confirm and verify such costs.

J. Subject to the provisions of paragraph 6C and 3S and in addition to the transfer of the Off-Site and On-Site Facilities by Developer to Utility as CIAC in accordance with paragraph 3I, Developer shall pay to Utility the following sums as CIAC:

\$41,650.00 shall be paid to Utility upon approval of the Plans and Specifications and upon receipt by Developer of all permits, licenses and approvals of the applicable Governmental Agencies for the first Phase, as a Reservation of Capacity Charge for the reservation of capacity for the total water and waste water ERC's to be furnished in the first Phase of the Property, provided, however, that Utility has unreserved capacity available at the time of such payment. \$28,000.00 of this payment shall be for the reservation of 35 water ERC's and \$13,650.00 shall be for the reservation of 35 waste water ERC's. As Developer commences development of each subsequent Phase, if any, and provided Utility has unreserved capacity available, Developer shall pay to Utility as a Reservation of Capacity Charge an amount equal to Utility's applicable System Capacity Charge for water and waste water service then in effect for the total amount of ERC's required for such Phase. Developer expressly acknowledges and agrees that the Reservation of Capacity Charges are for reservations of capacity, that the Reservation of Capacity Charges are nonrefundable and are fully earned upon Utility's reservation of capacity, and that the Reservation of Capacity Charges do not necessarily reflect the actual amount of System Capacity Charges for which Developer is liable. At such time as the System Capacity Charge is determined, the Reservation of Capacity Charge will be applied toward the actual System Capacity Charge. The actual amount of the System Capacity Charge will be determined at the time when the customer connection is made and the customer (other than the Developer or its agents or subcontractors) begins to take service. At such time, Developer and Utility agree to make adjustments, if any, between the sums paid as a Reservation of Capacity Charge and the actual amount of the System Capacity Charge.

K. Receipt of CIAC by Utility is not intended to nor shall it be construed as a waiver by Utility of any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making the contribution. Utility shall not be obligated to refund to Developer, any portion of the value of the CIAC for any reason whatsoever, nor shall Utility pay any interest or rate of interest upon the CIAC. Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the CIAC or to any of the facilities and properties of Utility, and all prohibitions applicable to Developer with respect to no refund of contributions and no interest payment on the CIAC, are applicable to all persons or entities. Any user or consumer of water and sewer service is not entitled to offset any bill or bills rendered by Utility for such services against the CIAC. Developer shall not be entitled to offset the CIAC against any claim or claims of Utility.

L. Prior to Utility furnishing water or sewage service, Developer, or any individual customer shall be required to pay the applicable Customer Connection Charge or Utility's Meter Installation Fee if no Customer Connection Charge is due. Developer may install the water meter boxes on a consumer's land at its own expense; provided, however, that such boxes are set to grade and otherwise installed as required by Utility.

M. Unless Utility, at its sole discretion, elects to make the customer connection, responsibility for connecting the Customer Installation to the lines of Utility at the Point of Delivery is the Developer's, or entity other than Utility, and as to such connections, it is agreed that:

(i) All Customer Installation connections must be inspected by Utility before backfilling and covering of any pipes;

(ii) The type of pipe for Customer Installations shall be first specified by Utility;

(iii) Notice to Utility requesting an inspection of a Customer Installation connection, and the meter box, if installed by Developer, is to be given by either the plumber or Developer, and the inspection will be made within twenty-four (24) hours;

(iv) If the Developer does not comply with the foregoing inspection provisions, Utility may refuse service to a connection that has not been inspected.

(v) The costs or expenses of constructing all Customer Installations and all costs and expenses of operating, repairing and maintaining any Customer Installation shall be that of Developer or entity other than Utility.

N. All Off-Site and On-Site Facilities shall at all times remain in the sole, complete and exclusive ownership of Utility, its successors and assigns, and used or held for use by Utility in connection for providing water and sewage service to its customers, and any person or entity owning any part of the Property or any of the Types of Properties constructed or located thereon, shall not have any right, title, claim or interest in and to Off-Site and On-Site Facilities, or any part of them, for any

purpose, including the furnishing of water and sewage services to other persons or entities located within or beyond the limits of the Property.

O. Developer shall not engage in the business or businesses of providing potable water and sewage service to the Property during the period of time Utility, its successors and assigns, provides water and sewage service to the Property, it being the intention of the parties hereto that Utility shall have the sole and exclusive right and privilege to provide potable water and sewage service to the Property and to the occupants of each residence building or unit constructed thereon. Notwithstanding the above, Developer (or a homeowner's association comprised of owners of the Property should Developer expressly assign its rights hereunder to such association) shall have the right to supply non-potable water to owners of the Property for landscaping, air conditioning and other similar purposes.

P. By its execution of this Agreement, Developer does hereby indemnify and hold Utility harmless from and against all losses, damages, claims and costs arising out of (i) the relocation and installation by Utility of the Off-Site and On-Site Facilities, or any part thereof, not installed completely within the applicable easements and rights of way and (ii) any and all defects, including materials and installation, in the Off-Site and On-Site Facilities which are discovered within a period of one (1) year following the date of Final Acceptance. Developer shall provide Utility with surety bond, issued by a company acceptable to Utility, undertaking to maintain the Off-Site and On-Site Facilities in good condition and working order for a period of one (1) year following Final Acceptance. Until Final Acceptance, Developer shall maintain and be responsible for and make any repairs or replacements to the Off-Site and On-Site Facilities. If Developer fails to maintain and make such repairs and replacements in a timely fashion, Utility may, at its option, undertake such action as it deems necessary, and the Developer shall reimburse Utility forthwith upon demand for any cost it incurs in taking such action.

Q. In the event Developer is not obligated to pay Utility a Main Extension Charge under this Agreement, it shall pay Utility as each individual unit of service is applied for the sum representing the applicable Customer Connection Charge then in effect for the service to be provided.

R. Developer acknowledges that it has received and has had the opportunity to become and is fully familiar with the terms and conditions of Utility's Water and Sewage Tariffs and Water Service Availability and Main Extension Policy filed with the FPSC, which tariffs and policy are available for inspection at Utility's office during normal working hours.

S. Because of the repeal of section 118(b) of the Internal Revenue Code, Utility shall charge Developer, and Developer agrees to pay Utility within fifteen (15) days of notice of such charge, an amount equal to the Tax Impact, as hereinafter defined, on all taxable contributions and advances for construction, as defined in the proposed tax law and received by Utility from Developer on or after the date of this Agreement.

For purposes of this Agreement, "Tax Impact" is defined as follows:

$$\text{TAX IMPACT} = (R) \text{ divided by } (100 \text{ minus } R) \times (F + P)$$

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- R = Applicable marginal rate of federal and state tax on value of contributions which must be included in taxable income of Utility. For purposes of this calculation, the federal tax rate shall be deemed to be 34%, the state tax rate shall be deemed to be 6%, and the composite tax rate (R) shall be deemed to be 38%. The final tax impact rate will be increased or decreased by final federal and/or state income tax rates and any other applicable taxes to which contributions and advances for construction will be subject to, e.g. gross receipts tax, etc.**
- F = Amount of fees paid to Utility which must be included in taxable income of Utility**
- P = Dollar amount of property conveyed to Utility which must be included in taxable income of Utility**

Payments, as above defined, shall be made only after Utility shall first seek and obtain the approval of the FPSC.

T. Developer acknowledges that notwithstanding any other provision herein to the contrary, and notwithstanding Utility's acknowledgement that the Property may be developed in Phases, all water and/or sewage service planned in subsequent phases is subject to Utility's availability of unreserved capacity at the time of development of any subsequent phase and that Utility is under no obligation to provide such water and/or sewage service until such time as Utility has been paid the applicable Reservation of Capacity Charge for any such subsequent Phase and such available capacity has been confirmed to Utility by the applicable Governmental Agencies.

4. Final Acceptance. Final acceptance ("Final Acceptance") of the Off-Site and On-Site Facilities (or such part thereof as will serve a Phase) by Utility shall occur upon satisfaction of all of the following:

- A. Completion of construction of the Off-Site and On-Site Facilities in accordance with the Plans and Specifications.
- B. Delivery to Utility of three (3) complete sets of as built Plans and Specifications certified by Developer's engineer.
- C. Delivery to Utility of survey, or surveys, prepared and sealed by a registered Florida surveyor, showing (i) the final locations of all easements and conveyances of land to be granted Utility, and (ii) with specificity the location of the Off-Site and On-Site Facilities within such easements and the Property.

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D. All engineering tests and evaluations have been completed to the satisfaction of Utility.

E. Service is being or will be provided by Utility for a minimum of one bona fide customer other than Developer, its contractor or agent.

F. Developer shall assign to Utility all warranties it has obtained from its contractors, suppliers and materialmen with respect of the construction of the Off-Site and On-Site Facilities and materials used therein.

G. Delivery to Utility of the title evidence and lien waivers referenced in paragraph 3I hereof.

5. Conditions to Utility's Obligation. Utility shall not be obligated under this Agreement unless all of the following conditions precedent to its obligation have been satisfied:

A. Developer's representations and warranties contained in this Agreement are true and correct in all respects.

B. Developer shall have fully performed in all respects its covenants and agreements contained in this Agreement.

C. Receipt by Utility of all necessary approvals and authorizations from the applicable Governmental Agencies to provide water and sewer service to the Property and to use the Off-Site and On-Site Facilities for such purposes. If the Property is not within Utility's service area, Utility may, at its election and at the cost and expense of Developer, obtain the necessary and proper applications, in which event (i) Utility agrees that it will diligently make the necessary and proper applications to all applicable Governmental Agencies, but shall not be liable in any manner for the failure to obtain the same, and (ii) Developer agrees to cooperate with Utility in its effort to obtain the requisite approvals and will prepare and deliver such information, instruments and other matters needed by Utility with respect to making such applications.

D. Final Acceptance has occurred.

E. Delivery by Developer to Utility of all instruments, documents and other matters required under this Agreement, including, but not limited to, the bill of sale, easements, deeds, the policies and evidence of costs specified in paragraph 3I.

F. Payment to Utility by Developer of all fees and other sums due and payable under this Agreement.

6. Rights, Covenants and Agreements of Utility. Upon payment of the Reservation of Capacity Charge pursuant to paragraph 3J, Utility hereby reserves the necessary plant capacity to provide Developer with service specified in paragraph 3C for the applicable Phase for which payment has been made, with such reservation commencing from the date of such payment and continuing for a period of eighteen (18) months thereafter. Upon satisfaction of all of the conditions precedent to Utility's obligations under this Agreement (or Utility's waiver thereof), and provided an Event of Default (as defined in paragraph 7) has not occurred, Utility, subject to its Water and

Sewage Tariffs filed with the FPSC and the following terms and conditions, shall furnish water and/or sewer service to the Property and to each Phase thereof, if any, in an amount not to exceed the aggregate number of ERC's and for the Types of Properties and uses specified in paragraph 3C:

A. The rate to be charged Developer, its successors and assigns, and individual consumers for water and sewer service shall be those in effect at the time of customer connection and then existing in the tariff of Utility as approved by the applicable Governmental Agencies; provided, however, that Utility, its successors and assigns, may establish, amend or revise, from time to time thereafter, and enforce, modified rates for such service subject to approval, if required, of the applicable Governmental Agencies.

B. Utility may establish, amend or revise from time to time hereafter, and enforce, rules and regulations concerning water and sewer service to the Property subject to the approval, if required, of the applicable Governmental Agencies.

C. Notwithstanding anything in this Agreement to the contrary, the applicable Governmental Agencies may from time to time hereafter authorize an increase in the amount Utility may collect for System Capacity Charges and the Main Extension Charges for each ERC to be provided to the Property, in which event, the unpaid portion of such charges paid as a Reservation of Capacity Charge shall be adjusted to reflect such increase in an amount equal to the ERC's reserved by this Agreement but not furnished to a consumer at the time of increase. Any increase shall be paid by Developer to Utility within fifteen (15) days of notice to Developer of such increase.

D. Utility agrees that Developer, its successors or assigns, shall have the right to grant non-exclusive easements to other persons, firms or corporations to provide to the Property with utility services other than water service, provided such easements do not interfere with the easements, rights and privileges granted Utility.

E. Provided Utility has available unreserved capacity, when Utility has received payment of the applicable Reservation of Capacity Charge for each Phase, Utility agrees to complete that part of DER Form 17-1.205(a), or its equivalent, as related to the reservation of capacity under this Agreement for such Phase. It is understood and agreed, however, that while such capacity may be reserved, Utility is obligated to provide such service only in accordance with the terms of this Agreement.

7. Event of Default. The term "Event of Default" as used in this Agreement shall mean the occurrence from time to time of any one or more of the following:

A. Developer's failure to timely perform the covenants and agreements contained in this Agreement.

B. If any of Developer's representations or warranties contained in this Agreement are not true and correct.

C. With respect to any Phase, Developer's failure to commence construction of the Off-Site and On-Site Facilities within Twelve (12) months from the date of Utility's approval of the Plans and Specifications for such Phase.

[Handwritten initials]

D. If Final Acceptance fails to occur within THIRTY (30) months from the date of this Agreement.

E. If Utility is not providing either water or sewer service to the Phase for which service was reserved equal to 90 ERC's within thirty-six (36) months from the effective date such ERC's were reserved pursuant to this Agreement.

F. If Developer shall voluntarily be adjudicated a bankrupt or insolvent; seek, allow or consent to the appointment of a receiver or trustee for itself or for all or any part of its property; file a petition seeking relief under the bankruptcy or similar laws of the United States, or any state of competent jurisdiction; make a general assignment for the benefit of creditors; or admit in writing its inability to pay its debts as they mature.

G. If a court of competent jurisdiction shall enter an order or judgment of decree appointing without the consent of the Developer, a receiver or trustee for the Developer, or for all or any part of the property of the Developer or approving a petition filed against the Developer seeking relief under the bankruptcy or other similar laws of the United States or any state or any other jurisdiction and such order, judgment or decree shall remain in force undischarged and unstayed for a period of thirty (30) days.

Upon the occurrence of an Event of Default, Utility, in addition to any other remedy it may have, may at its option refuse to provide water and/or sewer service to the Property beyond service already being rendered to individual customers (other than the Developer or its agents or subcontractors) and to any of the Types of Properties therein and terminate this Agreement by written notice thereof to Developer, except as may be otherwise provided in the rules and regulations of the Governmental Agencies in effect from time to time. In addition to all other remedies Utility may have, including a suit for damages and/or equitable relief, upon an Event of Default it shall, pursuant to the rules of the FPSC, be entitled to retain the amounts received under 3H, 3J, 3Q, 3S and 6C hereof and any other sums paid or payable hereunder and to sell all or a portion of the capacity reserved hereunder without obligation, at any time, to provide alternate or substitute capacity.

8. Force Majeure. Utility shall not be liable or responsible to Developer by reason of the failure or inability of Utility to take any action it is required to take or to comply with the obligations imposed hereby or for any injury to Developer, which failure, inability or injury is caused by force majeure. The term "force majeure" as employed herein shall mean Acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, wars, blockades, riots, acts of Armed Forces; epidemics; breakdown of or damage to machinery, pumps, or pipelines, landslides, earthquakes, fires, storms, floods, or washouts; arrests, title disputes, or other litigation; withdrawal of governmental approval or permits or restraints or moratoriums imposed by a Governmental Agency; civil disturbances; explosions; inability to obtain necessary materials, supplies, labor or permits whether due to existing or future rules, regulations, orders, laws, or proclamations either federal, state or county, civil or military; adoption of new or modification of existing rules by a Governmental Agency; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of Utility and which by exercise of due diligence Utility is unable to overcome.

9. Miscellaneous.

A. This Agreement shall be effective and its terms and conditions binding on the parties unless (i) Utility receives a notice of disapproval from the FPSC, in which event this Agreement shall be null and void, or (ii) the FPSC requires any modifications or amendments of the terms of this Agreement, in which event this Agreement shall, at the option of Utility, be null and void or be modified or amended accordingly.

B. This Agreement shall be binding upon and shall inure to the benefit of Developer, Utility and their respective assigns and successors by merger, consolidation or conveyance. However, in the event Developer has not paid to and contributed the CIAC to Utility in accordance with the terms of this Agreement, then this Agreement shall not be sold, conveyed, assigned, transferred or otherwise disposed of by Developer without the written consent of Utility first having been obtained.

C. Until further written notice by either party to the other, all notices provided for herein shall be in writing and delivered by U.S. certified mail, and if to Developer, at:

Winter Park Groves Partnership
P. O. Box 247
Naples, Florida 33939
Attention: Mr. Jim Smith, President

and

Weiner Homes Corporation of Florida, Inc.
12693 New Brittany Blvd.
Suite A
Ft. Myers, Florida 33907

and if to Utility, at:

Gulf Utility Company
18513 Bartow Boulevard, S.E.
Fort Myers, Florida 33912
Attention: Mr. James W. Moore
President

D. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by both parties.

E. In the event either the Utility or Developer enforces this Agreement by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

F. All of Developer's representations and warranties and the obligation of Utility to fully perform all of its covenants in this Agreement shall survive and continue subsequent to Utility providing water service in accordance with the terms of this Agreement.

G. If the Property is developed in Phases the terms and conditions of this Agreement shall apply with respect of each such Phase.

H. Any failure by either party to insist upon the strict performance by the other party of any of the terms and provisions of this Agreement shall not be deemed to be a waiver of any of the terms or provisions of this Agreement and such party failing to require such strict performance shall have the right thereafter to insist upon strict performance by the other party of any and all of them.

I. The use of any gender shall include all other genders. The singular shall include the plural and the plural the singular where the context so requires or admits.

J. The paragraph headings contained in this Agreement are for reference only and shall not in any way affect the meaning, content or interpretation hereof.

K. This Agreement may be executed in separate counterpart copies and so long as each party executes separate counterpart copies or the same copies, this Agreement shall become binding and enforceable as a contract.

L. All instruments, documents and other matters which Developer is obligated to deliver to Utility shall be in form and substance satisfactory to Utility and its counsel.

M. In no event shall Utility be obligated to provide water and/or sewer service to the Property in excess of the amounts and for the Types of Properties other than as set forth in paragraph 3C. In the event that all or part of the Property, as a result of a zoning or density change, requires additional water and/or sewer service or facilities to provide service to the Property, new plans and specifications shall be prepared by Developer, or its assigns or successors, to be approved by Utility and a new agreement negotiated and executed prior to granting additional capacity or the installation of the additional facilities. Any new agreement shall be executed prior to the development of all or parts of the Property and shall be in accordance with Utility's tariff in effect at the time of the execution of the new agreement.

IN WITNESS WHEREOF, Developer and Utility have executed and delivered this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WINTER PARK GROVES
PARTNERSHIP

By 

General Partner

WEINER HOMES CORPORATION
OF FLORIDA, INC.

Stuart Mills

By [Signature]
its President

GULF UTILITY COMPANY

Stuart Mills

By [Signature]
its President

STATE OF FLORIDA

COUNTY OF Dick

The foregoing instrument was acknowledged before me this 21st day of April, 1987, by [Signature], as _____ President of Weiner Homes Corporation of Florida, Inc., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 20, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA

COUNTY OF Dick

The foregoing instrument was acknowledged before me this 21st day of April, 1987, by [Signature], as general partner of Winter Park Groves Partnership, a Florida general partnership, on behalf of the partnership.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 20, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21st day of April, 1987, by James W. Moore, as President of GULF UTILITY COMPANY, a Florida corporation, on behalf of the corporation.

Patricia A. Houghton
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 20, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

EXHIBIT B

Phase I (or all of Property if there are no Phases):

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family		_____ ERC's	_____ ERC's
Single Family Residential	<u>35</u>	<u>35</u> ERC's	<u>35</u> ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		<u>35</u>	<u>35</u>

Phase II

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family		_____ ERC's	_____ ERC's
Single Family Residential	<u>40</u>	<u>40</u> ERC's	<u>40</u> ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		<u>40</u>	<u>40</u>

Phase III

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family		_____ ERC's	_____ ERC's
Single Family Residential	<u>40</u>	<u>40</u> ERC's	<u>40</u> ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		<u>40</u>	<u>40</u>

Phase IV

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family	_____	_____ ERC's	_____ ERC's
Single Family Residential	<u>40</u>	<u>40</u> ERC's	<u>40</u> ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		<u>40</u>	<u>40</u>

Phase V

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family	_____	_____ ERC's	_____ ERC's
Single Family Residential	<u>40</u>	<u>40</u> ERC's	<u>40</u> ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		<u>40</u>	<u>40</u>

Phase VI

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family	_____	_____ ERC's	_____ ERC's
Single Family Residential	<u>45</u>	<u>45</u> ERC's	<u>45</u> ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		<u>45</u>	<u>45</u>

Phase VII

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family		ERC's	ERC's
Single Family Residential	<u>50</u>	<u>50</u> ERC's	<u>50</u> ERC's
Duplex		ERC's	ERC's
Triplex		ERC's	ERC's
Townhouses		ERC's	ERC's
Commercial Residential		ERC's	ERC's
Commercial		ERC's	ERC's
Total ERC's		<u>50</u>	<u>50</u>

Phase VIII

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family		ERC's	ERC's
Single Family Residential	<u>53</u>	<u>53</u> ERC's	<u>53</u> ERC's
Duplex		ERC's	ERC's
Triplex		ERC's	ERC's
Townhouses		ERC's	ERC's
Commercial Residential		ERC's	ERC's
Commercial		ERC's	ERC's
Total ERC's		<u>53</u>	<u>53</u>

Phase IX

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family		ERC's	ERC's
Single Family Residential	<u>51</u>	<u>51</u> ERC's	<u>51</u> ERC's
Duplex		ERC's	ERC's
Triplex		ERC's	ERC's
Townhouses		ERC's	ERC's
Commercial Residential		ERC's	ERC's
Commercial		ERC's	ERC's
Total ERC's		<u>51</u>	<u>51</u>

Phase X

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family	_____	_____ ERC's	_____ ERC's
Single Family Residential	<u>48</u>	<u>48</u> ERC's	<u>48</u> ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		<u>48</u>	<u>48</u>

Phase XI

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family	_____	_____ ERC's	_____ ERC's
Single Family Residential	<u>48</u>	<u>48</u> ERC's	<u>48</u> ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		<u>48</u>	<u>48</u>

Phase XII

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family	_____	_____ ERC's	_____ ERC's
Single Family Residential	<u>48</u>	<u>48</u> ERC's	<u>48</u> ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		<u>48</u>	<u>48</u>

Phase XIII

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family		ERC's	ERC's
Single Family Residential	<u>44</u>	<u>44</u> ERC's	<u>44</u> ERC's
Duplex		ERC's	ERC's
Triplex		ERC's	ERC's
Townhouses		ERC's	ERC's
Commercial Residential		ERC's	ERC's
Commercial		ERC's	ERC's
Total ERC's		<u>44</u>	<u>44</u>

Phase XIV

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family		ERC's	ERC's
Single Family Residential	<u>52</u>	<u>52</u> ERC's	<u>52</u> ERC's
Duplex		ERC's	ERC's
Triplex		ERC's	ERC's
Townhouses		ERC's	ERC's
Commercial Residential		ERC's	ERC's
Commercial		ERC's	ERC's
Total ERC's		<u>52</u>	<u>52</u>

Phase XV

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family		ERC's	ERC's
Single Family Residential	<u>54</u>	<u>54</u> ERC's	<u>54</u> ERC's
Duplex		ERC's	ERC's
Triplex		ERC's	ERC's
Townhouses		ERC's	ERC's
Commercial Residential		ERC's	ERC's
Commercial		ERC's	ERC's
Total ERC's		<u>54</u>	<u>54</u>

Phase XVI

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family	_____	_____ ERC's	_____ ERC's
Single Family Residential	<u>51</u>	<u>51</u> ERC's	<u>51</u> ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		<u>51</u>	<u>51</u>

Phase XVII

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family	_____	_____ ERC's	_____ ERC's
Single Family Residential	<u>55</u>	<u>55</u> ERC's	<u>55</u> ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		<u>55</u>	<u>55</u>

Phase XVIII

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family	_____	_____ ERC's	_____ ERC's
Single Family Residential	<u>55</u>	<u>55</u> ERC's	<u>55</u> ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		<u>55</u>	<u>55</u>

Phase XIX

<u>Types or Properties</u>	<u>No. of Units</u>	<u>Water Consumption</u>	<u>Waste Water Consumption</u>
Multiple Family	_____	_____ ERC's	_____ ERC's
Single Family Residential	58 136	136 56 ERC's	136 56 ERC's
Duplex	_____	_____ ERC's	_____ ERC's
Triplex	_____	_____ ERC's	_____ ERC's
Townhouses	_____	_____ ERC's	_____ ERC's
Commercial Residential	_____	_____ ERC's	_____ ERC's
Commercial	_____	_____ ERC's	_____ ERC's
Total ERC's		58 136	56 136

AMENDMENT TO DEVELOPER'S AGREEMENT

THIS AMENDMENT is made as of the 5th day of April, 1988, among ~~WINTER PARK GROVES PARTNERSHIP, a Florida general partnership,~~ and WEINER HOMES CORPORATION OF FLORIDA, INC., a Florida corporation, and their successors and assigns (collectively "Developer"), and GULF UTILITY COMPANY, a Florida corporation ("Utility").

Recitals. Developer and Utility entered into that certain Agreement (the "Agreement") dated April 21, 1987, regarding the provision of water and waste water service to Developer's Property. Developer intends to develop a portion of Developer's Property in two phases known as "Phase I-A" and "Phase I-B", which are more particularly described in Exhibit "A" and "A-1" attached hereto. Phase I-A and Phase I-B consist of certain subphases (the "Subphases") known as "Green Phase", "Blue Phase", "Yellow Phase", "Red Phase" and "Purple Phase," which Subphases are also more particularly described in Exhibit "A" and "A-1" attached hereto. The Subphases require the water and waste water capacity more particularly described in Exhibit "A" and "A-1." Phases I-A and Phase I-B constitute that portion of Developer's Property that was contemplated to be developed as Phase I through Phase V as more particularly identified in the Agreement. Developer has requested Utility to approve a variation to the phasing plan and the manner in which water and sewer facilities will be accepted, and Utility has agreed to such request as hereinafter set forth.

NOW, THEREFORE, for \$10.00 and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Developer warrants and represents to Utility that the Recitals are true, accurate and correct in all respects.

2. Developer has prepared Plans and Specifications for Phase I-A and Phase I-B which have been submitted to and approved by Utility. Developer agrees to complete the On-Site and Off-Site Facilities in accordance with the approved Plans and Specifications for all of Phase I-A and Phase I-B and Utility agrees that, provided all prerequisites are met in accordance with the Agreement, it will take Final Acceptance of the same upon completion by Developer; provided, however, that Utility shall not be obligated to take Final Acceptance of the Phase I-A On-Site and Off-Site Facilities until the same are fully completed for such phase and shall not be obligated to take Final Acceptance of the Phase I-B On-Site and Off-Site Facilities until the same are fully completed for such phase. Developer has paid the applicable Reservation of Capacity Charges for the Green Phase and Utility acknowledges

receipt of the same. Developer shall have the option to apply for reservation of capacity for any of the other Subphases in any order that Developer shall choose, so long as Developer shall pay the applicable Reservation of Capacity Charges (including Tax Impact amounts) for such Subphase pursuant to the Agreement. Developer shall not be entitled to any water and/or sewer service for any connection in a Subphase until such time as Final Acceptance has occurred with respect to the On-Site and Off-Site Facilities (i.e., for either Phase 1-A and Phase 1-B) that serve such connection.

3. Section 1(e) of the Agreement is hereby amended to provide as follows:

ERC - With respect to water service, 350 gallons per day. With respect to sewer service, 250 gallons per day.

4. Defined terms used herein shall have the same meaning as the defined terms used in the Agreement.

5. Except as expressly amended hereby, the Agreement shall continue in full force and effect in accordance with the terms thereof.

6. This Amendment shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written.

~~WEINER PARK HOMES CORPORATION~~

By

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

WEINER HOMES CORPORATION OF
FLORIDA, INC.

By


Its DIV. President

GULF UTILITY COMPANY

By


Its President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28th day of March, 1988, by F. Richard Brunetti, Division President of Weiner Homes Corporation of Florida, Inc., a Florida corporation, on behalf of the corporation.

Catherine E. Wolfe
Notary Public, State and County Aforesaid

My Commission Expires: 6/26/88

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of April, 1988, by James W. Moore, President of Gulf Utility Company, a Florida corporation, on behalf of the corporation.

Patricia A. Houghton
Notary Public, State and County Aforesaid

My Commission Expires:

6/26/88

Notary Public, State Of Florida
My Commission Expires June 26, 1988
Bonded By SAJECO Insurance Company

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of April, 1988, by James W. Moore, President of Gulf Utility Company, a Florida corporation, on behalf of the corporation.

Patricia A. Houghton
Notary Public, State and County Aforesaid

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 20, 1990.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

EXHIBIT "A"

GREEN PHASE (Total Water and Sewer ERC's: 35)

Lots 1-4, Block J (Manor Models), Phase 1-A
Lots 1-3, Block I (Fairway Models), Phase 1-A
Lots 1-4, Block H (Patio Models), Phase 1-A
Lots 26-33, Block E, Phase 1-A
Lots 39-44, Block D, Phase 1-B
Lots 1-4, Block C, Phase 1-B
Lots 1-6, Block A, Phase 1-B

BLUE PHASE (Total Water and Sewer ERC's: 40)

Lots 1-5 and 34, Block E, Phase 1-A
Lot 11, Block G, Phase 1-A
Lots 1-6, Block F, Phase 1-A
Lots 7-16, Block A, Phase 1-B
Lots 5-12, Block C, Phase 1-B
Lots 37, 38 and 45-51, Block D, Phase 1-B

YELLOW PHASE (Total Water and Sewer ERC's: 40)

Lots 1-10, Block G, Phase 1-A
Lots 1-7 and 32-36, Block D, Phase 1-B
Lots 17-30, Block A, Phase 1-B
Lots 13-16, Block C, Phase 1-B

RED PHASE (Total Water and Sewer ERC's: 40)

Lots 6-8 and 21-25, Block E, Phase 1-A
Lots 8-14 and 25-31, Block D, Phase 1-B
Lots 31-38, Block A, Phase 1-B
Lots 17-26, Block C, Phase 1-B

EXHIBIT "A" CONT.

PURPLE PHASE (Total Water and Sewer ERC's: 40)

Lots 9-20, Block E, Phase 1-A

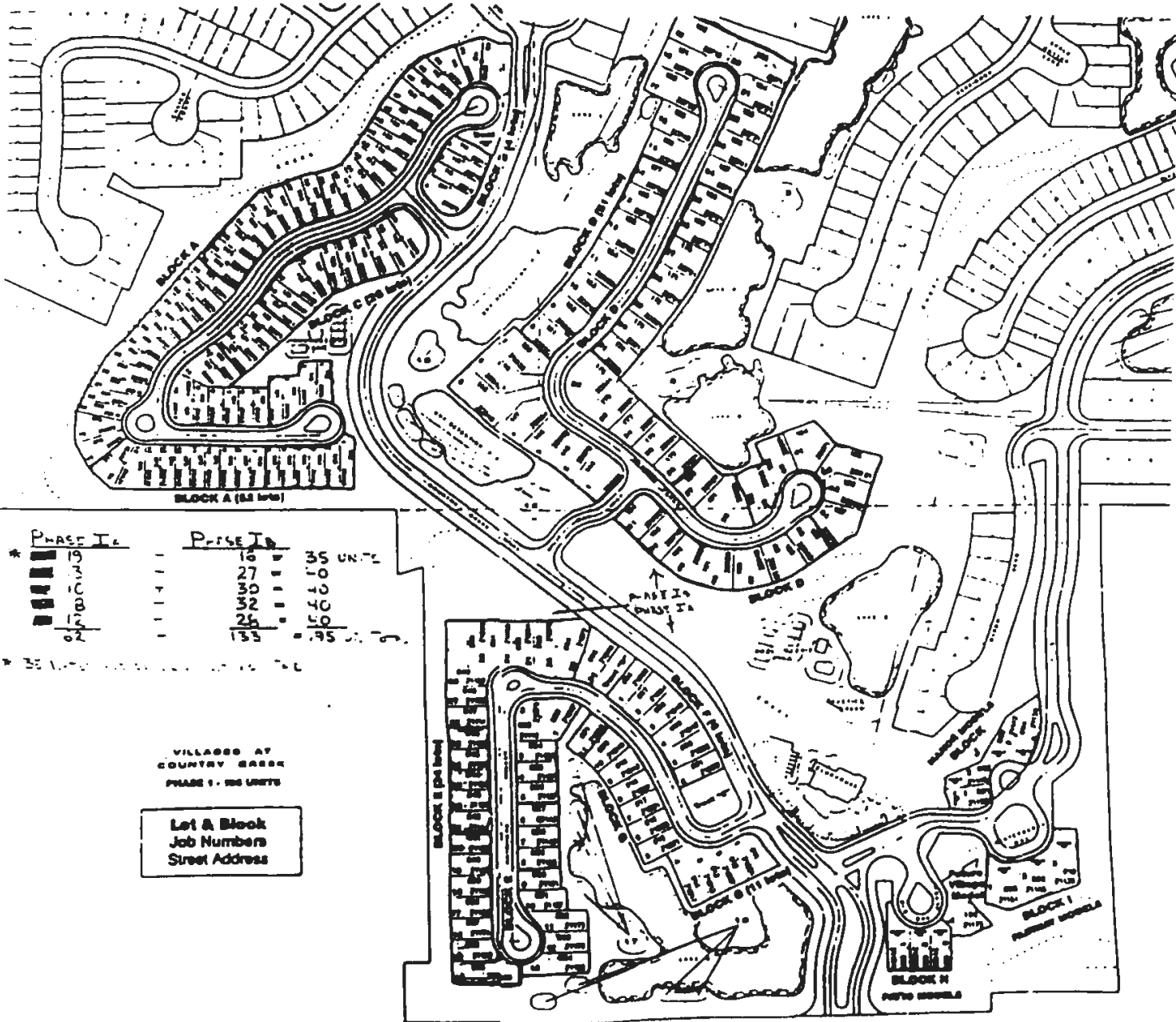
Lots 15-24, Block D, Phase 1-B

Lots 39-52, Block A, Phase 1-B

Lots 1-4, Block B, Phase 1-B

ALL LOTS, BLOCKS AND PHASES ARE MADE IN REFERENCE TO THAT CERTAIN PLAN OF THE VILLAGES OF COUNTRY CREEK, DATED DECEMBER 9, 1987, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A-1."

EXHIBIT "A-1"



SECOND AMENDMENT TO DEVELOPER'S AGREEMENT

This Second Amendment is made as of the 1st day of JUNE, 1989, between Weiner Homes Corporation of Florida, Inc., a Florida corporation ("Developer"), as successor to Winter Park Groves Partnership, a Florida general partnership ("Winter Park"), and Gulf Utility Company, a Florida corporation ("Utility").

Recitals

Developer and Winter Park entered into that certain Agreement (the "Agreement") dated April 21, 1987, regarding the provision of water and waste water service to Developer's Property, as amended by Amendment to Developer's Agreement dated April 5, 1988, between Utility and Developer. As a condition of providing such water and waste water service, Utility required, and Developer agreed, to provide Utility with certain easements and rights with respect to the discharge of treated waste water effluent on, in and upon the Property on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the provision of water and waste water service to the Property, Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. A new section 2A(iii) is hereby added to the Agreement and shall provide as follows:

(iii) The exclusive right, privilege, license and easement over, across and under the Property and the golf course to be developed thereon (or elsewhere on the Property reasonably satisfactory to Utility until the golf course is completed) for the purpose of discharging effluent (as defined in Section 3U hereof), together with such other easements over, across and under the Property for utility lines, equipment and holding ponds for such Effluent.

2. A new Section 3U is hereby added to the Agreement and shall provide as follows:

U. Developer agrees to accept, and allow utility to discharge in, on or upon the Property, the maximum allowable amount of treated waste water effluent ("Effluent") that Utility may from time to time be

lawfully permitted to discharge on the Property, but in no event less than the amount of waste water ERC's that may from time to time be available to the Property pursuant to the Agreement as the same may be hereafter amended. As of the date hereof, the applicable permits and licenses have been obtained to allow Utility to discharge 180,000 gallons per day of Effluent on the Property and such amount shall be the capacity for which Utility is entitled to discharge on the Property; provided, however, that at such time as applicable permits and licenses are obtained increasing such capacity, Utility shall notify Developer of the increase in capacity and this Agreement shall be deemed automatically amended to provide Utility with such additional capacity. Developer agrees to cooperate, using good faith and best efforts, and assist Utility in obtaining and applying for any such permits and licenses. The Effluent shall be discharged in such lakes, ponds or other areas as shall be reasonably acceptable to Utility.

3. A new sentence is hereby added to Section 9B of the Agreement and shall provide as follows:

In the event Developer shall desire to transfer and assign its rights and obligations under the Agreement to a homeowners association, Utility shall have the right to approve the proposed transfer together with the proposed declaration and other constituent documents for such homeowners association.

4. Defined terms as used herein shall have the same meaning as the defined terms used in the Agreement.

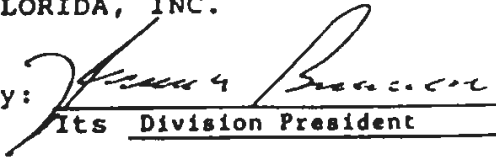
5. Except as expressly amended hereby, the Agreement shall continue in full force and effect in accordance with the terms thereof.

6. This Second Amended Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Second Amendment has been executed as of the date and year first above written.

WEINER HOMES CORPORATION OF
FLORIDA, INC.

By: _____


Its Division President

GULF UTILITY COMPANY

By: James W. Moore
James W. Moore
Its President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me, this 31st day of May, 1989, by F. Richard Brunetti, the Division President of Weiner Homes Corporation of Florida, Inc., a Florida corporation, on behalf of the corporation.

Kim Mohrappel
NOTARY PUBLIC
IN THE STATE AND COUNTY AFORESAID

MY COMMISSION EXPIRES:

Notary Public State of Florida at Large
My Commission Expires 8-16-1992
Bonded by Iowa National Ins. Co.

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me, this 1st day of June, 1989, by James W. Moore, the President of Gulf Utility Company, a Florida corporation, on behalf of the corporation.

Patricia A. Houghton
NOTARY PUBLIC
IN THE STATE AND COUNTY AFORESAID

MY COMMISSION EXPIRES:

WWD589(027)

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 20, 1990.
BONDED BY IOWA NATIONAL INS. CO.

EXHIBIT "A"

THIRD AMENDMENT TO DEVELOPER'S AGREEMENT

September THIS THIRD AMENDMENT is made as of the *5th* day of ~~August~~, 1989, between WEINER HOMES CORPORATION OF FLORIDA, INC., a Florida corporation ("Developer"), as successor to WINTER PARK GROVES PARTNERSHIP, a Florida general partnership ("Winter Park"), and GULF UTILITY COMPANY, a Florida corporation ("Utility").

RECITALS:

Developer and Winter Park entered into that certain Agreement (the "Agreement") dated April 21, 1987, regarding the provision of water and waste water service to Developer's Property, as amended by that Amendment (the "Second Amendment") to Developer's Agreement dated April 5, 1988, between Utility and Developer, and that Second Amendment to Developer's Agreement dated June 1, 1989, between Utility and Developer. As a condition for providing such water and waste water service, Utility required, and Developer agreed to provide Utility with certain easements and rights with respect to the discharge of treated waste water effluent on, in and upon the Property, which was a subject of the Second Amendment. However, the terms and conditions relating thereto as set forth in Section 2 of the Second Amendment have been modified as hereinafter set forth.

NOW, THEREFORE, in consideration of the provision of water and waste water service to the Property together with the right to have Effluent discharged on the Property, Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Section 3U of the Agreement is hereby amended in full and shall provide as follows:

U. Developer agrees to accept, and allow Utility to discharge in, on or upon the Property, not less than one-half (1/2) of the treated waste water effluent ("Effluent") discharged from Utility's waste water treatment facilities serving the Property and adjoining properties, but in no event more than the amount that Developer's property is permitted by the Department of Environmental Regulation to accept. Such amount shall be the capacity for which Utility is entitled to discharge on the Property; provided, however, that at such time as applicable permits and licenses are obtained by Developer and/or Utility increasing the amount of Effluent that Utility may discharge on the Property,

then this Agreement shall be deemed automatically amended to provide Utility with such additional capacity. Developer agrees to cooperate, using good faith and best efforts, and assist Utility in obtaining and applying for any such permits and licenses. The Effluent shall be discharged to such lakes, ponds or other areas as shall be reasonably acceptable to Utility.

2. Defined terms as used herein shall have the same meaning as the defined terms used in the Agreement.

3. Except as expressly amended hereby, the Agreement shall continue in full force and effect in accordance with the terms thereof.

4. This Third Amendment to Developer's Agreement shall be binding upon, and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Third Amendment has been executed as of the date and year first above written.

Signed, sealed and delivered in the presence of:

Sharon Kay Karr

WEINER HOMES CORPORATION OF
FLORIDA, INC

By

[Signature]
Its Div President

Dy Ann G. Hart

Deborah S. Hobson

GULF UTILITY COMPANY

By

[Signature]
Its President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged to before me this 5th day of September, 1989, by F. Richard Brunetti, Division President of WEINER HOMES CORPORATION OF FLORIDA, INC., a Florida corporation, on behalf of the corporation.

Sharon Kay Karr

NOTARY PUBLIC, State and County
Aforesaid

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 6, 1990
BONDED THRU GENERAL INS. GRU.

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged to before me this 5th day of September, 1989, by JAMES W. MOORE, President of GULF UTILITY COMPANY, a Florida corporation, on behalf of the corporation.

Patricia A. Houghton

NOTARY PUBLIC, State and County
Aforesaid

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 20, 1990.
BONDED BY NOTARY PUBLIC UNDERWRITERS.