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REPLY TO ALTAMONTE SPRINGS

MARTIN S. FRIEDMAN, P.A.
VALERIE L. LORD

April 6, 2005

BY HAND DELIVERY

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COMMISSION
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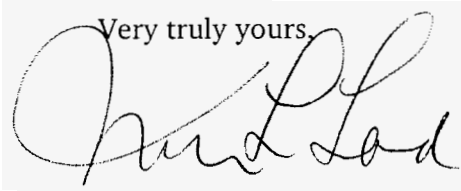
Ms. Blanca Bayo
Commission Clerk and Administrative Services Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Re: Docket No. 050028-WU; Amended Application of Raintree Utilities, Inc., for amendment of water certificate to extend territory in Lake County, Florida
Our File No.: 39048.01

Dear Ms. Bayo:

Please find enclosed for filing a copy of the Water Service Agreement between Raintree Utilities, Inc., and the developer of the proposed service area, Shamrock Homes, Inc.

Should you have any questions regarding this filing, please do not hesitate to give me a call.

Very truly yours,


VALERIE L. LORD
For the Firm

- CMP _____
- COM _____
- CTR _____
- ECR All Enclosure
- GCL _____
- OPC _____
- MMS _____
- RCA _____
- SCR _____
- SEC cover only
- OTH _____

cc: Mr. Fred Brown (w/enclosures)
Ms. Patti Daniel, Division of Economic Regulation (w/enclosures) (by hand delivery)
Mr. Richard Redemann, Division of Economic Regulation (w/enclosures) (by hand delivery)

M:\1 ALTAMONTE\RAINTREE UTILITIES, INC\PSC Clerk (Bayo) 11 (water service agreement).ltr.wpd

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ORIGINAL

WATER SERVICE AGREEMENT

THIS WATER AND WASTEWATER SERVICE AGREEMENT made and entered into this 31st day of March, 2005, by and between RAINTREE UTILITIES, INC., a Florida corporation (*Service Company*), whose address is 2100 Lake Eustis Drive, Tavares, Florida 32778, and SHAMROCK HOMES, INC. (*Owner*), whose address is 2100 Lake Eustis Drive, Tavares, Florida 32778.

RECITALS

- A. Owner intends to develop certain real property located in Lake County, Florida, more specifically described in Exhibit "A", attached hereto and incorporated herein for all purposes as a residential community containing between 95 and 99 residential lots to be known as the Bentwood Subdivision (*Subdivision*).
- B. Owner desires that the Service Company provide potable water service to the Subdivision (*Utility Services*), and Service Company is willing to provide the Utility Services to the Subdivision in accordance with the provisions of this Agreement and Service Company's Tariff, rules and regulations and Service Availability Policy (collectively, *Tariff*), copies of which have been made available to Owner.

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

1. Recitals. The Recitals are true and correct and incorporated herein.
2. Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - A. *Customer Installation* means all facilities ordinarily on a Customer's side of the Point of Delivery, and for purposes of this Agreement, means the facilities located between the Point of Connection and a Customer's lot .
 - B. *Customers* means the 95 to 99 residential customers within the Subdivision to whom Service Company will provide the Utility Services.
 - C. *Owner Facilities* means all distribution lines, facilities and equipment constructed within the boundaries of the Subdivision adequate in size to provide the Utility Services to the Subdivision, from the System up to and including the Points of Delivery.
 - D. *Point of Delivery* means the outflow point of the water meters located at each lot within the Subdivision.
 - E. *System* means the well, and all meters, plants, pipes, valves, treatment facilities, equipment, and pumping stations constructed on, the Well Site, adequate in size to provide the Utility Services to the Subdivision.
3. Utility Services. During the Term, Service Company agrees to provide, and Owner agrees to pay for, the Utility Services at the rates and charges specified in Service Company's Tariff in accordance with the terms and conditions set forth in this Agreement, and in accordance with Service Company's Tariff, as amended from time

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to time, and all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company. Service Company shall deliver potable water to the Point of Delivery, in quantities necessary to meet demand from Customers up to the permitted capacity of the System.

4. Construction of System , Owner Facilities; Customer Installations.

A. System. Service Company hereby covenants and agrees to design, construct, maintain and operate the System at its sole cost and expense. Upon conveyance of the Owner Facilities, Service Company hereby covenants and agrees to maintain and operate the Owner Facilities at its sole cost and expense

B. Owner Facilities; Customer Installations. Owner hereby covenants and agrees to design and construct the Owner Facilities in accordance with Service Company's plans and specifications and, when completed, shall convey the Owner Facilities to Service Company as CIAC. The cost of constructing, operating, repairing or maintaining Customer Installations shall be that of Owner, the Customer or a party other than Service Company.

5. Agreement to Serve. Upon the completion of construction of the Owner Facilities and System, their inspection, and the other terms of this Agreement and Service Company's Tariff, Service Company covenants and agrees that it will connect or oversee the connection of the System to the Owner Facilities. Such connection, and the Utility Services thereafter provided, shall at all times be in accordance with Service Company's Tariff, as amended from time to time, and the rules, regulations and orders of the applicable governmental authorities.

6. Application for Service. Owner or any Customer shall not have the right to and shall not connect any Customer Installation until formal written application has been made to Service Company by Owner or the Customer in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted, and Service Company has inspected the Customer Installation, approved the connection and Owner or Customer has paid the applicable meter installation charge.

7. Meter Installation Charges. Owner and/or Customers shall pay Service Company's applicable meter installation charge as set out in its tariff.

8. Easements. Owner shall ensure that Service Company has the right to use all rights-of-way and easements which Service Company shall deem necessary to design and construct the System and perform the Utility Services. Owner shall obtain and convey to Service Company, at its sole cost and expense, any rights-of-way and easements which are not in the public rights-of-way.

9. Miscellaneous.

A. Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Owner, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise, and Customers using the Utility Services.

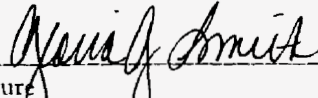
B. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of

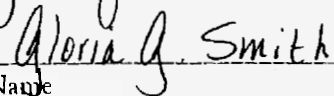
either party, said party shall not be liable for such non-performance.

- C. Government Approval. Service Company shall make the necessary applications to all governmental authorities and shall use its best efforts to obtain such approvals.
- D. Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

IN WITNESS WHEREOF, Owner 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.

WITNESSES:



Signature


Printed Name

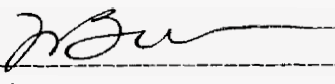
SERVICE COMPANY

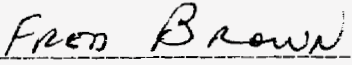
Raintree Utilities, Inc.

By: 

Keith Shamrock, President

WITNESSES:




Signature


Printed Name

OWNER

Shamrock Homes, Inc.

By: 

Keith Shamrock, President

EXHIBIT "A"

The Subdivision

Township 19 South, Range 25 East

Section 2: The Southwest _ of the Southeast _ Section 2, Township 19 South, Range 25 East, and the East _ of the Southeast _ of the Southwest _ of Section 2, Township 19 South, Range 25 East, Lake County, Florida, as recorded in Official Records Book 832, Page 745, Public Records of Lake County, Florida, subject to an easement for ingress, egress and utilities over, upon and across the real property described as follows:

Begin at a point on the East line of the Southwest _ of the Southeast _ of Section 2, Township 19 South, Range 25 East, Lake County, Florida, said point being 5 feet North of the Southeast corner of the Southwest _ of the Southeast _ of said Section 2, said point being the POINT OF BEGINNING; thence run northerly along the East line of said Section a distance 25 feet; thence run westerly and parallel to the South line of the Southwest _ of the Southeast _ of said Section 2, a distance of 223.59 feet; thence South a distance of 30 feet more or less to the South line of the Southwest _ of the Southeast _ of said Section 2, said line also being the North line of the Northwest _ of the Northeast _ of Section 11, Township 19 South, Range 25 East; thence East along the South line of the Southwest _ of the Southeast _ of Section 2 a distance of 25 feet; thence North a distance of 5 feet; thence East and parallel to the South line of the Southwest _ of the Southeast _ of said Section 2 to the POINT OF BEGINNING.

Less right-of-way for Poe Street per ORB 749, Page 347. Containing 50.44 acres, more or less.

The Well Site

Township 19 South, Range 25 East

Section 2: That portion of Section 2, Township 19 South, Range 25 East, Lake County, Florida, described as follows:

Commencing at the South corner of said Section 2; thence North 00_46'46" East, along the West line of the Southeast 1/4 of Section 2 for 117.75 feet; thence South 89_13'14" East or 49.72 feet to the Point of Beginning; thence Northerly along the arc of a circular curve concave Westerly, having a chord bearing of North 05_05'11" West and a radius of 60.00 feet through a central angle of 16_01'23" for 16.78 feet; thence North 58_39'53" East for 83.29 feet; thence North 26_31'04" West for 48.19 feet; thence North 63_28'56" East for 100 feet; thence South 26_31'04" East for 100 feet; thence South 63_28'56" West for 1- feet; thence North 26_31'04" West for 36.76 feet; thence South 58_39'53" West for 89.42 feet to the Point of beginning. Containing 0.26 acres, more or less.