

EXHIBIT "A"

AGREEMENT

This Agreement, entered into on this 15 day of March, 2005, by and between GULF WINDS, LLLP, a Florida Limited Liability Partnership (hereinafter "Gulf Winds"), and HOLIDAY UTILITY COMPANY, a Florida Corporation (hereinafter "Holiday");

WHEREAS, Holiday is the Public Service Commission-authorized provider of water services to real property owned and being developed by Gulf Winds, and

WHEREAS, there may exist a dispute with Pasco County regarding the authority of Holiday to act as the service provider within the real property owned by Gulf Winds, which is in the Service Territory in question, and

WHEREAS, Holiday wishes to allow for unified utility services to the property being developed by Gulf Winds without the threat or necessity of costly and time-consuming litigation over the service provider/Service Territory issue, and

WHEREAS, to further that goal, Holiday has consented to Pasco County being the water/wastewater provider to Gulf Winds' development, and

WHEREAS, Holiday owns a six-inch water pipe which traverses Gulf Winds' property, and needs to be relocated, and

WHEREAS, Gulf Winds will own, by virtue of deed restrictions to be recorded, the rights to garbage collection service, street lighting service and certain communication services, but does not intend to relinquish the rights, if any, to act as Service Provider for those services and in fact wishes to transfer those rights to Holiday at some time in the future, and

WHEREAS, the parties hereto wish to provide for the compensation of Holiday for Holiday's cooperation in resolving the service provision issues and the water pipe relocation,

NOW, THEREFORE, in consideration of the promises and agreements herein, and the sum of \$10.00 paid from Gulf Winds to Holiday and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Gulf Winds agrees to pay Holiday the sum of \$548,252.00; payable on June 29, 2005.
2. Holiday will relocate, at its expense, the water pipe described above, to Calvary Road as per approved plans. Gulf Winds will otherwise provide temporary easements, or consents for Holiday to effect the relocation of said pipe. Said relocation will begin within 10 days of receipt of payment and be completed no later than 90 days from the execution thereof. Gulf Winds will also grant easements to Holiday across the front and back of the Gulf Winds property (See Attachment A) to allow Holiday to continue to provide service to its remaining service territory.
3. Gulf Winds hereby specifically reserves and all rights it may otherwise have to act as Service Provider for garbage collection service, street lighting service and communication service, and further affirmatively states that the consent by Holiday to allow Pasco County to be the water/wastewater provider to Gulf Winds Development should in no way be construed as a relinquishment of its rights, if any, to act as a Service Provider of the services set forth in this paragraph.
4. Gulf Winds will further transfer and assign all of the rights referred to in Paragraph 3. Hereof to Holiday, in the event and at the time Gulf Winds sells the property to a third party.

Dated this 15 day of March, 2005

GULF WINDS, LLLP

Witness: as to Signatures Below

Kelly M. Maki  
(Name) Kelly M. Maki

[Signature]  
By: James Dreher, General Partner

Stephen S. Martin  
(Name) Stephen S. Martin

[Signature]  
By: Mike Ryan, General Partner

Kelly M. Maki  
(Name) Kelly M. Maki

HOLIDAY UTILITY COMPANY

Stephen S. Martin  
(Name) Stephen S. Martin

[Signature]  
By: Gary Deremer, President

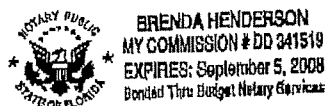
Kelly M. Maki  
(Name) Kelly M. Maki

Stephen S. Martin  
(Name) Stephen S. Martin

STATE OF FLORIDA  
COUNTY OF PASCO

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2005, The above named, who are personally known to me and who did not take an oath.

Notary Seal



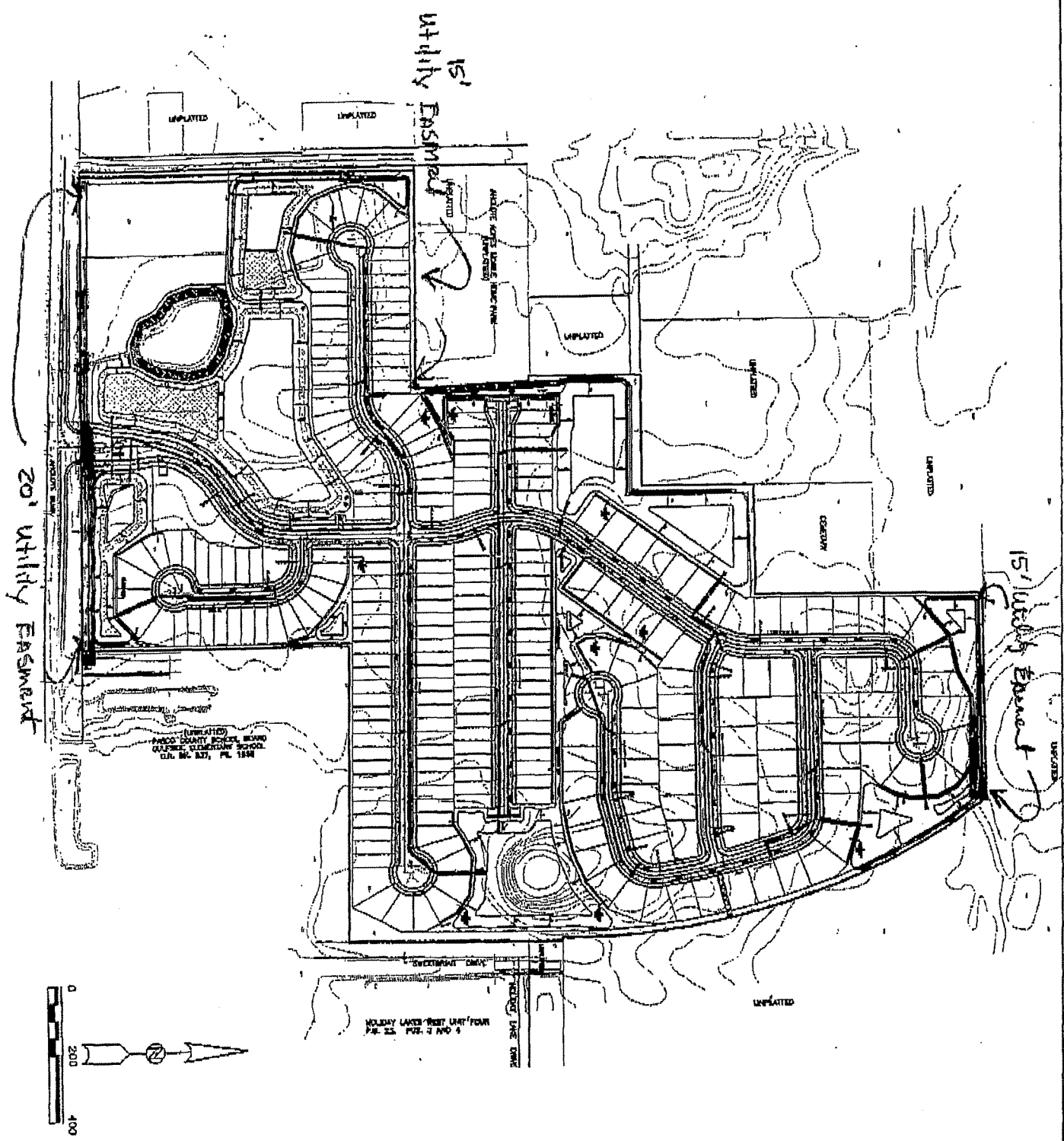
[Signature]  
Notary

## Exhibit A

The utility easements described below are to become part of the Gulfwinds Subdivision Plat.

- A) A utility easement over the South 20' of the Gulfwinds Subdivision from Calvary Road to the Gulfside Elementary School for the existing 6" water line.
  
- B) A utility easement over the North 15' of the Gulfwinds Subdivision from the Northwest corner to the Pasco School Board School site. For Future utility use.
  
- C) A utility easement over the North 15' of the Gulfwinds Subdivision from the Southwest corner of the Anclote Acres Mobile Home Park along the south property line to the Southeast corner of the Anclote Mobile Home Park for the existing 4" water line.

Exhibit "A"



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**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT (this "Amendment") is entered into on July <sup>12</sup> 2005, between GULF WINDS, LLLP, a Florida limited liability company ("Gulf Winds") and HOLIDAY UTILITY COMPANY, a Florida corporation ("Holiday").

## WITNESSETH:

- A. Gulf Winds and Holiday entered into an Agreement dated March 15, 2005 (the "Agreement"), a true and correct copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.
- B. The Agreement was amended by an Addendum dated June 30, 2005.
- C. Holiday and Gulf Winds desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Gulf Winds and Holiday hereby amend the Agreement as follows:

- 1. The above recitals are true and correct and are incorporated herein by reference.
- 2. Gulf Winds hereby agrees to pay, or to cause to be paid, to Holiday the sum of \$548,252.00 (the "Payment") on or before 5:00 p.m. EDT, two business days after the Effective Date (hereinafter defined), by wired federal funds for immediate credit in full satisfaction of the requirement set forth in paragraph 1 of the Agreement. Simultaneously with execution hereof by Holiday, Holiday shall fax to Timothy A. Johnson, Jr., Esquire, (727) 462-0365, wiring instructions for the Payment.
- 3. The work required described in paragraph 2 of the Agreement shall be completed by Holiday on or before October 13, 2005.
- 4. Upon receipt of the Payment (i) this Amendment shall constitute the full and irrevocable release by Holiday of any right or claim of right to serve the real property described on **Exhibit B** attached hereto and incorporated herein by reference with potable water, reclaimed water, sanitary sewer, garbage collection, street lighting, communication, or any other services whatsoever, (ii) Holiday shall have no further rights with respect to the Property except as set forth in the easements described in paragraph 2 of the Agreement, and (iii) Holiday shall promptly file and diligently pursue, all at Holiday's expense, an application with the Florida Public Service Commission to delete the Property from its service area.
- 5. Beazer Homes Corporation, a Tennessee corporation, its successors, and assigns, is a third party beneficiary of the Agreement, as hereby amended.
- 6. The Addendum between Gulf Winds and Holiday dated June 30, 2005, purporting to amend the Agreement, is hereby terminated and is of no force or effect.
- 7. This Amendment may be executed in any number of counterparts, each of which shall be considered an original and a complete set of which taken together shall constitute

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one and the same agreement. The parties agree and intend that a signature by facsimile machine shall bind the party so signing with the same effect as though the signature was an original provided that the original executed copy of the Amendment is furnished to the other party within three business days.

8. Any terms and conditions of the Agreement in conflict with this Amendment are hereby terminated. All other terms and conditions of the Agreement not in conflict with this Amendment are hereby ratified and confirmed.
- 9.
10. The **Effective Date** of this Amendment shall be the date upon the last of Gulf Winds and Holiday executes this Amendment, but in no event later than July 13, 2005.

IN WITNESS WHEREOF, the parties have set their hands on the day and date first above written.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Holiday as of the day and year first above written.

WITNESSES

Sign Tanya Brock  
 Print Tanya L. Brock  
 Sign Brenda L. Steih  
 Print Brenda L. Steih  
 Sign Tanya Brock  
 Print Tanya Brock  
 Sign Brenda L. Steih  
 Print Brenda L. Steih

GULF WINDS

GULF WINDS, LLLP, a Florida limited liability partnership

By: [Signature]  
 Name: James Dreher  
 Title: General Partner  
 Date: 7/13/05

By: [Signature]  
 Name: Mike Ryan  
 Title: General Partner  
 Date: 7/13/05

WITNESSES

Sign Kathy Mazza  
 Print Kathy Mazza  
 Sign William L. Cooper  
 Print William L. Cooper

HOLIDAY

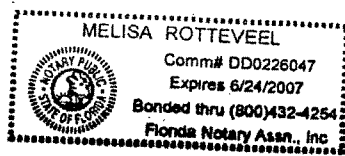
HOLIDAY UTILITY COMPANY., a Florida corporation

By: [Signature]  
 Print: Gary Deremer  
 Title: President  
 Date: 7-12-05



STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 13 day of July, 2005, by James Dreher, general partner of Gulf Winds, LLLP, a Florida limited liability partnership, on behalf of the partnership. He is  personally known to me  provided \_\_\_\_\_ as identification.

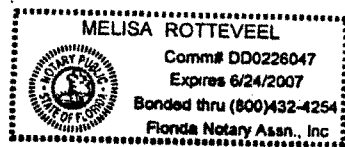


*Melisa Rotteveel*  
\_\_\_\_\_  
Notary Public

Notary Seal

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 13 day of July, 2005, by Mike Ryan, general partner of Gulf Winds, LLLP, a Florida limited liability partnership, on behalf of the partnership. He is  personally known to me  provided \_\_\_\_\_ as identification.

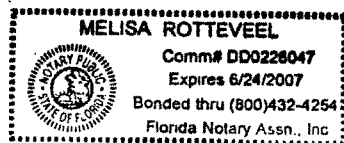


*Melisa Rotteveel*  
\_\_\_\_\_  
Notary Public

Notary Seal

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 12 day of July, 2005, by Gary Deremer, president of Holiday Utility Company, a Florida corporation, on behalf of the corporation. He is  personally known to me  provided \_\_\_\_\_ as identification.



*Melisa Rotteveel*  
\_\_\_\_\_  
Notary Public

Notary Seal

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**Parcel 3**

A portion of Tampa-Tarpon Springs Land Company Subdivision of Section 35, Township 26 South, Range 15 East, as shown on plat recorded in Plat Book 1, Pages 68, 69 and 70 of the Public Records of Pasco County, Florida, further described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 35; thence South  $89^{\circ}33'56''$  West, 283.01 feet; thence North  $00^{\circ}09'23''$  East, 1,323.34 feet for a POINT OF BEGINNING; thence continue North  $00^{\circ}09'23''$  East, 100.00 feet; thence North  $89^{\circ}39'42''$  East, 100.00 feet; thence South  $00^{\circ}09'23''$  West, 100.00 feet; thence South  $89^{\circ}39'42''$  West, 100.00 feet to the POINT OF BEGINNING.

Containing .23 acres, more or less.

**Parcel 4**

A parcel of land being a portion of the Southwest 1/4 of Section 35, Township 26 South, Range 15 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Section 35, Township 26 South, Range 15 East, Pasco County, Florida; thence  $N89^{\circ}54'27''E$ , along the South line of the Southwest 1/4 of said Section 35 (being the base of bearings for this Legal Description), for 1,468.47 feet; thence leaving said South line of the Southwest 1/4 of Section 35,  $N00^{\circ}09'57''E$ , for 802.03 feet to the point of intersection with the Westerly extension of the North line of that certain property described in Official Records Book 837, Page 1598 of the Public Records of Pasco County, Florida; thence  $N89^{\circ}54'11''E$ , along said Westerly extension of the North line of that certain property described in Official Records Book 837, Page 1598, and the North line of said property described in Official Records Book 837, Page 1598, respectively, for 691.68 feet to the point of intersection with the West line of HOLIDAY LAKES WEST UNIT FOUR, as recorded in Plat Book 25, Pages 3 and 4 of the Public Records of Pasco County, Florida, same being the point of intersection with the West Right-of-way line of Sweetbriar Drive, according to said HOLIDAY LAKES WEST UNIT FOUR, same also being the Northwest corner of said Official Records Book 837, Page 1598; thence  $N00^{\circ}09'50''E$ , along said West line of HOLIDAY LAKES WEST UNIT FOUR, same being said West Right-of-way line of Sweetbriar Drive, for 523.40 feet to a Northwest corner of said HOLIDAY LAKES WEST UNIT FOUR, same being the Northwest corner of the Right-of-way of Sweetbriar Drive, same also being the POINT OF BEGINNING; thence continue,  $N00^{\circ}09'50''E$ , along the Northerly extension of said West line of HOLIDAY LAKES WEST UNIT FOUR, for 100.60 feet; thence  $N00^{\circ}09'19''E$ , for 16.54 feet to the point of curvature of a curve concave Westerly; thence Northwesterly, along the arc of said curve, having a radius of 2050.00 feet, a central angle of  $36^{\circ}50'04''$ , an arc length of 1317.91 feet, and a chord bearing  $N19^{\circ}15'43''W$ , for 1295.33 feet to the point of intersection with the North line of the Northeast 1/4 of the Southwest 1/4 of said Section 35, same being the point of intersection with a non-tangent line; thence  $N89^{\circ}08'05''E$ , along said North line of the Northeast 1/4 of the Southwest 1/4 of Section 35, for 121.86 feet to the Northwest corner of that certain property described in Official Records Book 6056, Page 1974 of the Public Records of Pasco County, Florida, same being the point of intersection with a non-tangent curve, concave Westerly, said point being  $S89^{\circ}08'05''W$ , a distance of 551.74 feet from the Center of said Section 35; thence leaving said North line of the Northeast 1/4 of the Southwest 1/4 of Section 35, Southeasterly, along the arc of said curve, same being the Westerly line of said property described in Official Records Book 6056, Page 1974, and the Easterly line of that certain property described in Official Records Book 6056, Page 1971, of the Public Records of Pasco County, Florida, respectively, from a radial bearing of  $N55^{\circ}13'17''E$ , having a radius of 2,150.00 feet, a central angle of  $34^{\circ}56'02''$ , an arc length of 1,310.88 feet, and a chord bearing  $S17^{\circ}18'42''E$  for 1290.87 feet to the point of tangent; thence leaving said Easterly line of that certain property described in Official Records Book 6056, Page 1971,  $S00^{\circ}09'18''W$ , for 16.25 feet to the Northwest corner of Lot 309, of said HOLIDAY LAKES WEST UNIT FOUR; thence  $S00^{\circ}09'50''W$ , along the West line of said Lot 309, HOLIDAY LAKES WEST UNIT FOUR, for 100.62 feet to Southwest corner of said Lot 309, HOLIDAY LAKES WEST UNIT FOUR, same being the point of intersection with the North Right-of-way line of said Sweetbriar Drive, same also being a North line of said HOLIDAY LAKES WEST UNIT FOUR; thence  $N89^{\circ}59'51''W$ , along said North Right-of-way line of Sweetbriar Drive, for 100.00 feet to the POINT OF BEGINNING.

Containing 143,126 square feet; or 3.286 acres, more or less.

EXHIBIT "B" to  
First Amendment to Agreement  
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**Parcel 1**

A portion of the Southwest 1/4 of Section 35, Township 26 South, Range 15 East, Pasco County, Florida, being more fully described as follows:

Commence at the Southwest corner of said Section 35, thence North 89°54'27" East, along the south line of said Southwest 1/4, 30.00 feet to the Point of Beginning; thence North 00°10'25" West, along the Easterly right-of-way line of Calvary Road (as maintained) 991.84 feet to a point on the South line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 35, thence North 68°36'45" East, along said South line and its Easterly extension, 1,444.46 feet; thence South 00°09'54" West, 999.29 feet to a point on the South line of the Southwest 1/4 of said Section 35, thence South 89°54'27" West, along said South line of the Southwest 1/4, 1,438.55 feet to the Point of Beginning.

**Parcel 2**

A portion of the Southwest 1/4 of Section 35, Township 26 South, Range 15 East, Pasco County, Florida, being more fully described as follows:

Commence at the Southwest corner of said Section 35, thence run along the South line of the Southwest 1/4 of said Section 35, North 89°54'27" East, 30.00 feet; thence along the Easterly right-of-way line of Calvary Road (as maintained), North 00°10'25" West, 991.84 feet to a point on the South line of the North 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 35; thence along said South line and its Easterly extension, North 68°36'45" East, 656.80 feet to the Point of Beginning; thence North 03°07'43" West, 332.08 feet; thence South 68°30'54" West, 5.00 feet to a point on the East line of the West 1/4 of the Southwest 1/4 of said Section 35; thence along said East line North 00°01'43" West, 331.70 feet; thence along the South line of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 35, North 89°25'02" East, 332.52 feet; thence along the East line of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 35, North 00°02'36" East, 332.27 feet; thence along the South line of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 35, North 89°18'11" East, 332.94 feet; thence along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 35, North 00°06'55" East, 665.68 feet to a point on the East-West Centerline of said Section 35, thence along said East-West centerline, North 89°07'33" East 631.67 feet; thence 1,317.84 feet along the arc of a 2,050.00 foot radius curve concave to the Southwest, subtended by a chord distance of 1,295.27 feet which bears South 18°15'36" East, thence South 00°09'23" West, 16.54 feet; thence along the West boundary of Holiday Lakes West Unit Four and its Northerly extension as shown on plat recorded in Plat Book 25, Pages 3 and 4 of the Public Records of Pasco County, Florida, South 00°09'54" West, 624.00 feet; thence along the North line of the Gulfside Elementary School property and its Westerly extension, South 89°54'27" West, 891.75 feet; thence North 00°09'54" East, 199.29 feet; thence South 89°36'45" West, 789.16 feet to the Point of Beginning.

Less Outparcel Tract "M" described as follows:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 89°54'27" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°10'25" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CALVARY ROAD (AS MAINTAINED) 446.43 FEET; THENCE NORTH 89°54'27" EAST, 251.00 FEET; THENCE SOUTH 00°10'25" EAST, 448.43 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 89°54'27" WEST, ALONG SAID SOUTH LINE, 251.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

EXHIBIT "B" to  
First Amendment to Agreement  
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