

Shawna Senko

From: Amy Williams <awilliams@uswatercorp.net>
Sent: Thursday, October 31, 2013 10:35 AM
To: Filings@psc.state.fl.us
Subject: RE: FPSC Ltr. Dated October 1st, 2013 Concerning Docket No. 130174-WU Application for Approval of Transfer - Deficiency Ltr. in Response to Our Ltr. Dated: Aug. 26, 2013
Attachments: DCB Woodside Docs..pdf
Importance: High

REVISION

Good Morning,

Attached you will find the information regarding the following:

RE: FPSC Ltr. Dated October 1st, 2013 Concerning Docket No. 130174-WU Application for Approval of Transfer - Deficiency Ltr. in Response to Our Ltr. Dated: Aug. 26, 2013

Any questions or concerns feel free to contact our office at (727) 848-8292 ext. 239.

Thank You,

Amy N. Williams

Enterprise Systems - Accounting Admin

U.S. Water Services Corporation

4939 Cross Bayou Blvd.

New Port Richey, FL 34652-3434

P: (727) 848-8292 ext. 239

F: (727) 849-7809

BREVARD WATERWORKS, INC.

October 31, 2013

Ms. Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: FPSC Letter Dated October 1, 2013 Concerning Docket No 130174-WU Application for Approval of Transfer – Deficiency Letter in Response to Our Letter Dated: August 26, 2013

Ms. Cole:

Below are the responses to Mr. Tom Ballinger's Letter:

Deficiencies:

- 1: The Utility has not assumed any non-regulated operations or entities.
- 2: There are no considerations between the parties as it relates to any obligations.
- 3: There were no guaranteed revenue contracts the applicable developer agreements is attached
- 4: The utility has taken steps to acquire the income tax returns from Aqua. Aqua has agreed to provide these returns upon approval of transfer. The Utility is in agreement.

Additional Information:

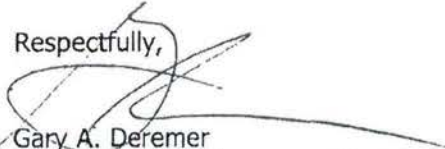
1. Schedules:

Schedule 1.1(d). There was no Scheduled 1.1(d). This letter will serve as Buyer shall not assume any obligations of Seller under any contract, agreement, commitment, lease, certificate, order, notice, permit or other instrument, whether oral, written, express or implied.

2. Other:

At this time the Utility requests the FPSC staff review the information provided. The Utility at this time feels the information provided is sufficient for the purposes of the Transfer.

Respectfully,


Gary A. DeFemer
President Brevard Waterworks, Inc.
5320 Captains Court
New Port Richey, FL 34652

5320 Captains Court, New Port Richey, FL 34652 – Tel: (866) 753-8292 Fax: (727) 848-7701

RECORDED AND VERIFIED

ADDENDUM AGREEMENT

THIS ADDENDUM, made and entered into this 30th day of March, 1987, by and between DCB/WOODSIDE MELBOURNE, LTD., a Florida Ltd. Partnership, hereinafter referred to as Developer and General Development Utilities, Inc., a Florida Corporation hereinafter referred to as Utilities.

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SET CHG'S	1	FAMILY INTEREST	
REFUNDS			

1cc
Gen. Dev. Util. Inc.
Franklin, Florida

WITNESSETH

WHEREAS, Utilities entered into an Agreement on January 30, 1987 with Developer to provide water and sewage service to 400 single family units, to be located on the property described in Exhibit "A" of the aforementioned Agreement; and

WHEREAS, Developer and Utilities desire to amend said January 30, 1987 Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, it is mutually agreed by and between the parties that the following Amendment be part of the original Agreement: Section B is amended as follows:

1. Paragraph 3, of Section B is amended "from" to pay Utilities connection charges in the amount of \$249,400.00 "to" to pay Utilities connection charges in the amount of \$241,600.00
2. Paragraph 3.b of Section B is amended "from" to pay Utilities a sewer connection (plant capacity) charge in the amount of \$279.50 for each single family unit "to" to pay Utilities a sewer connection (plant capacity) charge in the amount of \$260.00 for each single family unit.

All of the other terms and conditions of the original Agreement, dated January 30, 1987, other than as herein amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum Agreement executed this 30th day of March, 1987.

GENERAL DEVELOPMENT UTILITIES, INC.

DCB/WOODSIDE MELBOURNE, LTD.

By [Signature]
Assistant Vice President

By [Signature]
General Partner

Notary Public Seal: **NOTARY PUBLIC STATE OF FLORIDA**
MY COMMISSION EXPIRES 2-28-89
BONDED THROUGH PUBLIC TRUST NATIONAL
 Witness: [Signature]
 Secretary
 Born and Signed before me this 30th day of March, 1987.
 Notary Public

Witness [Signature]

Witness [Signature]

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 Prepared by and Return to:
 Fred Schlemmerman
 General Development Utilities, Inc.
 3240 S. Babcock St., NE, Suite 201
 Palm Bay, FL 32905
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 Del. c - 224-2024 E x 423

RECORDED AND VERIFIED
Scheunemann
CLERK, CIRCUIT COURT
THIRD ADDENDUM AGREEMENT

THIS THIRD ADDENDUM, made and entered into this 10 day of March, 1988, by and between DCB/WOODSIDE MELBOURNE, LTD., a Florida limited partnership, hereinafter referred to as "Developer" and GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation, hereinafter referred to as "Utilities."

W I T N E S S E T H:

WHEREAS, Utilities entered into that certain Utility Agreement by and between the parties dated January 30, 1987 as amended by Addendum Agreement of March 30, 1987 and Letter Amendment of May 13, 1987, (the "Utility Agreement") whereby Utilities was to provide water and sewer service to 400 single family units, under the conditions set forth in said Utility Agreement; and

WHEREAS, Developer, pursuant to the Utility Agreement was to deliver to Utilities fee simple title to certain real property as well field sites that were capable of supporting wells with sustained yields of 200 gallons per minute for a total capacity of 600 gallons per minute and pursuant to other requirements set forth therein; and

WHEREAS, failure to comply with the provisions of the Utility Agreement dealing with said well field sites was identified as grounds to render the Utility Agreement null and void; and

WHEREAS, Developer is not able, at this time, to transfer title to all of said well field sites without further well testing but, nonetheless, requests Utilities to guarantee limited water and sewer service to Phase I of Brook Hollow, made up of ~~subject to Developer meeting~~ all obligations set forth in this Addendum, ~~130 single family units,~~ without prejudice to Developer's obligation to provide to Utilities the total well field sites identified in the Utility Agreement and under the terms set forth therein in order to obtain water and sewer service to the remainder of the 400 units contemplated; and

WHEREAS, Utilities is willing to assist Developer in

Prepared by and Return to:
Fred Scheunemann
General Development Utilities, Inc.
5240 S. Babcock St, NE, Suite 201
Palm Bay, FL 32905

PGS 8 # PAGES 2
TRUST FEE \$ 4.50 REC'D PAYMENT AS
INDICATED FOR CLASS
REC FEES 33.00 * IN TAXABLE & DOC
STAMP TAXES INCLUDING
DOC ST. S. PENALTY & INTEREST.
INT TAXES _____
SER. CHG. S. 9.00 *Scheunemann*
REFUNDS _____ CLERK CIRCUIT COURT
BREVARD CO., FLORIDA

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providing water and sewer service to 130 single family units to be constructed in Phase I of the Developer's project, as more specifically described herein, but without waiving, in any way, its rights to render the Utility Agreement null and void as to any further obligations of service beyond said 130 units guaranteed hereunder.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, it is mutually agreed by and between the parties that the following Third Addendum Agreement shall become a part of the Utility Agreement as if fully set forth therein.

1. Paragraph B-2 of the Utility Agreement is hereby further supplemented and amended as follows:

(A) Developer hereby agrees to deliver and convey to Utilities all of the well field sites as described in the original Utility Agreement and subject to the conditions contained therein, in order to obtain service to the full 400 units originally contemplated under the Agreement. Failure to comply with this paragraph and the conditions contained within paragraph B-2 of the Utility Agreement will result in any further obligation of Utilities beyond the 130 Phase I units set forth herein to be rendered null and void and both Utilities and Developer shall be released from any and all other obligations under the terms of said Utility Agreement except as set forth herein.

(B) Utilities hereby agrees to provide water and sewer service for 130 single family units to be constructed in Phase I of the Developer's project, more particularly described in the legal description attached and made a part hereof as Exhibit "A." Provided however, no water or sewer service will be provided by Utilities to said 130 units until Developer conveys two (2) of the well sites to Utilities, free and clear of any liens, said well sites located in Palm Bay as shown on the diagram attached hereto

as Exhibit "B." Developer shall also provide Utilities with easements connecting said well sites to Utilities' existing lines over the areas as also shown on Exhibit "B," and shall convey to Utilities by Bill of Sale ^{and the appropriate as-builts and affidavits of no liens} the lines, conduits and equipment ^{not already owned and operated by Utilities.} located therein. Utilities hereby acknowledges

In addition, Developer must meet setback requirements from on-site disposal systems and sanitary hazards as required by units, except as set forth hereinabove, have been satisfied. Chapter 71-22 of Florida Administrative Code. Utilities shall be obligated to provide service to the

^{of} additional 270 Phases II and III units only after the conveyance to Utilities by Developer, its successors or assigns ^{in general} up to two (2) well sites within the Town of Malabar in the ^{general} locations as shown on Exhibit "C" attached ^{(outside any areas to be conveyed to the Florida Audubon Society),} hereto, such well sites to be operated subject to the

including the limitation that only up to 300 gallons per minute shall be provided by said well site or sites to supplement the yield provided by the two (2) wells within the City of Palm Bay.

restrictions and limitations of said Town of Malabar, Developer, its successors and assigns shall convey such well sites to Utilities, free and clear of any liens, within sixty (60) days following specific identification of such sites by Utilities, and shall further provide the necessary easements, conveyance by Bill of Sale, and releases of any liens within said time frame. Utilities' obligation to

^{serve} said additional 270 units shall commence only after Developer has fully provided the above-referenced ^{and after Utilities has obtained all necessary permits.} documentation, Utilities agrees to use its best efforts to

obtain all permits necessary for the operation of such well sites within the Town of Malabar, including any permits issued by the St. Johns Water Management District.

(C) Developer, on behalf of itself, its successors and assigns, hereby agrees to forgive, waive, release and hold Utilities harmless from any and all duties, express or implied, liability, responsibility, claims or damages for not providing water and sewer service to any units in excess of that set forth herein based on or arising out of the Utility Agreement or this Third Addendum or any other express or implied alleged obligation to provide said

service in consideration for Utilities' agreement to provide the limited guaranteed service set forth herein for 130 units in Phase I of Developer's project. Developer further agrees that Utilities' agreement to the terms hereof does not constitute, in any way, an estoppel, waiver, or novation on the part of Utilities to assert the invalidity of the Utility Agreement as to additional service in the event that the Developer's obligations hereunder and under the Utility Agreement are not met by Developer. Developer further agrees to pay Utilities' attorneys fees and costs for the negotiation and preparation of this Third Addendum as a precondition to the provision of water and sewer service to the units identified hereunder.

(D) Developer further agrees that it is not entitled to the return of any and all fees heretofore paid by Developer under and pursuant to the Utility Agreement.

2. Except as expressly modified hereby, all of the terms and conditions of the Utility Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Third Addendum to be executed this 10 day of March, 1988.

Sworn and Signed before me this 10th day of March, 1988.

[Signature]
Notary Public
NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires April 22, 1990.
REGISTERED UNDER THE NOTARY PUBLIC STATUTE OF FLORIDA
STATE OF FLORIDA

GENERAL DEVELOPMENT UTILITIES, INC.

By: *[Signature]*
Assistant Vice President
Attest: *[Signature]*
Asst. Secretary

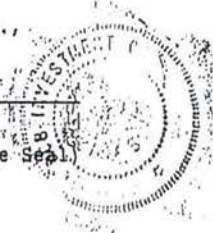


(Corporate Seal)

DCB/WOODSIDE MELBOURNE, LTD.

BY: DCB INVESTMENT CO.,
General Partner

By: *[Signature]*



(Corporate Seal)

[Signature]
Witness

[Signature]
Witness

EXHIBIT "A"

Lots 1 through 130, BROOK HOLLOW PHASE ONE, according to the Plat thereof, as recorded in Plat Book 33, Pages 90 through 92, of the Public Records of Brevard County, Florida.

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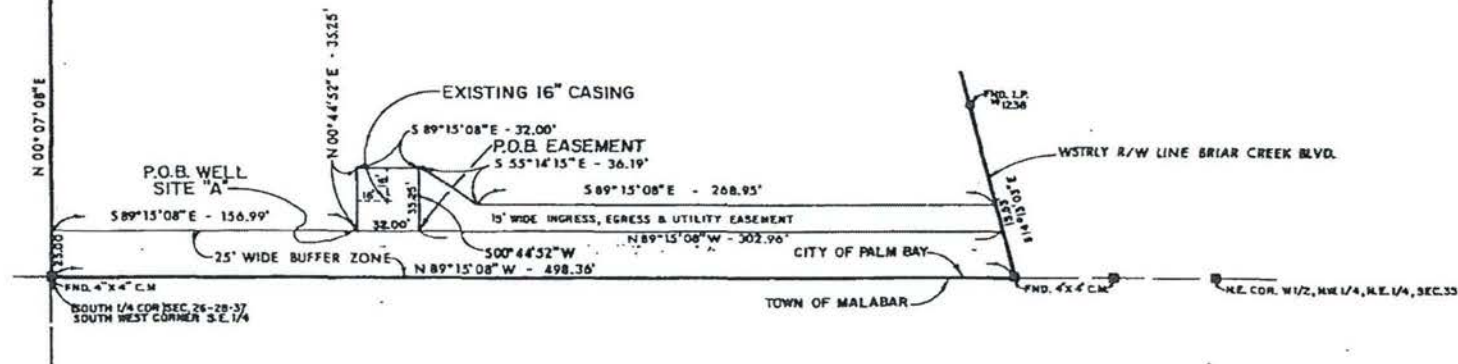
DRAWING TO SHOW LEGAL DESCRIPTIONS FOR G.D.U. WELL SITES IN PALM BAY, FLORIDA

WELL SITE "A"
 THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 (SOUTH 1/4 CORNER) OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, RUN N00°07'08"E, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 25.00 FEET; THENCE RUN S89°15'08"E, ALONG A LINE 25.00 FEET NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 156.99 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING, RUN N00°44'52"E A DISTANCE OF 35.25 FEET; THENCE S89°15'08"E A DISTANCE OF 32.00 FEET; THENCE S00°44'52"W, A DISTANCE OF 35.25 FEET; THENCE N89°15'08"W, ALONG A LINE 25.00 FEET NORTHERLY OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 16, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.026 ACRES (1127.885 SQ. FT.) MORE OR LESS.

EASEMENT FOR INGRESS, EGRESS, UTILITIES, TO WELL SITE "A".
 COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 (SOUTH 1/4 CORNER) OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, RUN N00°07'08"E, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 25.00 FEET; THENCE RUN S89°15'08"E, ALONG A LINE 25.00 FEET NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 188.99 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING, RUN N00°44'52"E, A DISTANCE OF 35.25 FEET; THENCE S55°14'15"E, A DISTANCE OF 36.19 FEET; THENCE S89°15'08"E, ALONG A LINE 40.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 268.95 FEET TO IT'S INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF BRIAR CREEK BOULEVARD AS NOW EXIST; THENCE RUN S14°13'03"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.53 FEET; THENCE RUN N89°15'08"W, ALONG A LINE 25.00 FEET NORTHERLY OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 302.96 FEET TO THE POINT OF BEGINNING; CONTAINING 0.060 ACRES (2595.486 SQ. FT.) MORE OR LESS.

EXHIBIT "B" Page 2



- NOTES:
1. BEARING STRUCTURE SHOWN HEREON BASED ON THE WEST LINE OF THE S.E. 1/4 BEING N 00° 07' 08" E, ASSUMED.
 2. THIS IS NOT A SURVEY FOR LEGAL DESCRIPTION PURPOSES ONLY.
 3. ALL CORNERS SHOWN HEREON WERE SET OR FOUND AS OF 9/12/87.

() Double Date For Plot or Dead; All Other Date In Plot Measurement.

I HEREBY CERTIFY: THE ABOVE DESCRIBED PROPERTY HAVE BEEN SURVEYED UNDER MY DIRECTOR AND SEALS THE INSTRUMENTS SET FORTH BY SECTION 1100, CHAPTER 32, STATUTES OF FLORIDA. JAMES T. VANDER PLAS FLORIDA REG. NO. 4088 NOTE: NOT VALID WITHOUT RAISED SEAL OR ORIGINAL SIGNATURE.	LEGEND ○ IRON PIPE SET W/CAP ⊙ IRON PIPE POINT (NO CAP) □ CONCR. MON. SET W/CAP ⊠ CONCR. MON. POINT (NO CAP)	○ NAIL & CAP SET ⊙ NAIL & CAP POINT (NO SET)	37.51A DATE: 3/9/88 SCALE: 1" = 50' PROJECTOR: FILED: 3/12/88 5/1/88
		△ DUAL ROAD SURVEY POINT	THE CIVIL DESIGN GROUP, INC. 8000 BOULEVARD DRIVE ORLANDO, FLORIDA 32804 PHONE (305) 843-6140

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 # TAXES 3
 REC'D PAYMENTS 4
 NOTATED FOR CLASS 3
 REC FEES 3
 COUNTY STAMP TAXES INCLUDING PENALTY & INTEREST 90

Prepared by and Return to: Fred Scheunemann
 General Development Utilities, Inc.
 5240 S. Biscayne Blvd., NE, Suite 201
 Palm Beach, FL 33405

RECORDED AND VERIFIED
 Clerk of the Circuit Court
 Brevard County, FLA.

THIS AGREEMENT made and executed this 30th day of January 1987, by and between DCB/WOODSIDE MELBOURNE, LTD., A Florida Ltd. Partnership, hereinafter referred to as Developer and GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation, hereinafter referred to as Utilities.

WITNESSETH

WHEREAS, Utilities owns and operates water treatment and sewage treatment facilities in Brevard County capable and willing of serving Developer in addition to the present consumers of Utilities; and,

WHEREAS, Brookhollow subdivision is a planned development as outlined on Exhibit "A" attached hereto and incorporated herein, and

WHEREAS, Developer has requested Utilities to serve 400 single family units in the property described in the attached Exhibit "A"; and,

WHEREAS, Utilities proposes to serve the consumers within the areas encompassed by Developer; and,

WHEREAS, Utilities proposes to provide potable water and sewage treatment service at point of connection to allow for Developer to render service within the property described in Exhibit "A".

WHEREAS, Utilities has agreed to furnish water to said property, to accept sewage for treatment from said property, and to enter into an Agreement with Developer specifying provisions and terms concerning same.

NOW THEREFORE, for and in consideration of the mutual promises and obligations hereinafter set forth, the parties do hereby agree as follows:

A. UTILITIES AGREES:

1. To furnish to those Customers located on the property described in Exhibit "A", potable treated water and treatment of sewage in accordance with standards of the state regulatory agencies of the State of Florida.
2. To furnish water at a reasonable constant normal pressure in accordance with public health requirements. Emergency failure of pressure or supply due to breaks in the main water supply line and/or sewage force main equipment and/or power failure, flood, fire and use of water to fight fire, catastrophes and other matters beyond the control of Utilities shall excuse Utilities from the provisions hereof for such reasonable period of time as may be necessary to restore service to normal conditions.
3. It will, at all times, operate and maintain its treatment facilities in an efficient manner and will take such action as may be necessary to provide the capacities required. Circumstances resulting in the temporary or partial failure to deliver

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water or inability to handle sewage as required by this Agreement shall be remedied with all reasonable dispatch. In the event of an extended shortage of water, or the supply of water available to Utilities for distribution to its Customers is otherwise diminished over an extended period of time, the supply of water to the Developer's consumers shall be reduced or diminished in the ratio or proportion as the supply to Utilities' Customers is reduced or diminished. However, Utility shall proceed in a timely manner with all reasonable due diligence to rectify and reinstate full service.

4. To provide potable water and sewage treatment in such quantity as may be required by Developer, up to but not to exceed an average monthly amount of 86,000 gallons per day.

B. DEVELOPER AGREES:

1. To provide Utilities with adequate assurance, within ten (10) days from execution hereof for payment of the water and sewer connection charges for the ~~last~~ ^{FIRST} 200 units connecting to the system in the amount of ONE HUNDRED AND TWENTY FOUR THOUSAND AND SEVEN HUNDRED DOLLARS (\$124,700.00). The adequate assurance shall be in the form of a surety bond issued by a surety company authorized to do business in the State of Florida, a cash bond, a guaranteed escrow account or an irrevocable letter of credit acceptable to Utilities. The terms of the adequate assurance provided will be enforced by Utilities if the Developer defaults or fails to make payment in full of the \$124,700.00 connection charges twelve (12) months from the execution date of this Agreement. This payment shall be applicable solely to the connection charges of the first 200 units connecting to the system.

2. To provide Utilities in no event later than March 31, 1987 with fee-simple title to real property by Warranty Deed, free and clear of all liens and encumbrances except those acceptable to Utilities; well sites on Developer's property as described in Exhibit "A". These well sites shall be capable of supporting wells with sustained yields of 200 gallons per minute, a total capacity of 600 gallons per minute, and meet the water quality standards identified in Chapter 17-22, FAC. In addition, the sites shall meet the set back requirements from on-site disposal systems and sanitary hazards required by Chapter 17-22, FAC. The yield and water quality of the sites shall be investigated and documented by a qualified engineer under contract to Utilities. Developer will pay for the costs of the engineering study and test well development. In addition, Developer shall provide correspondent raw water main easement deemed necessary and approved by Utilities. Failure to comply with this paragraph or should the test of the wells result prove negative, Utilities and Developer shall be released from any obligation under this Agreement and the Agreement will be null and void.

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3. To pay Utilities connection charges in the amount of \$249,400.00. These charges are itemized as follows:

- a. To pay Utilities a water connection (plant capacity) charge in the amount of \$344.00 for each single family unit.
- b. To pay Utilities a sewer connection (plant capacity) charge in the amount of \$279.50 for each single family unit.

These charges shall be due and payable at the time each unit is connected to the system.

4. To pay Utilities for the cost of installation of water and sewer master meters, including the meter pits and the associated meters.

5. To pay Utilities a monthly Guaranteed Revenue/Reserve Capacity charge in the amount of \$12.43 per unit per month for those units not connected to the system after twelve months from the execution date of this Agreement, until all the units are connected to the system and utilizing the reserved facilities. This charge is subject to change from time to time as approved by the appropriate regulatory authority.

6. To provide Utilities with a monthly report by the 10th day of the month, indicating the number of units connected during the previous month and identifying these connections by lot and block.

7. Payments for the above item will be made upon submission of appropriate invoice by Utilities to the Developer.

8. Developer recognizes that the above charges are based upon the actual current approved connection charges. Developer agrees that if charges change or if new charges are approved and in effect at the time of connection, they will pay the difference between the current charges and those in effect at the time of connection and any new charges required at the time of connection.

9. The connection charges contained in this Agreement are based upon the estimated gallons of usage to be supplied to Developer; Utilities reserves the right to revise such figures to conform to the actual usage, which may be computed at any time by averaging any consecutive three (3) month period during any calendar year, during the life of this Agreement. Developer agrees to pay any additional charges which would be required by applying current rates or those applicable during the three month period which generated the increase to any recomputed gallons of usage.

10. Utilities is not obligated to provide plant capacity or service in excess of the amounts estimated to be supplied in this Agreement. All charges have been based upon estimated usage supplied by the Developer; Utilities may require Developer to curtail use which exceeds such estimated requirements.

11. All rates and charges made by Utilities to Developer, and to future customers who will be serviced by Utilities, shall be made in accordance with the tariff filed by Utilities with Florida Public Service Commission in accordance with such

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tariff, as amended, as may be from time to time adopted and approved by the Florida Public Service Commission in accordance with its regulatory authority contained in applicable statutes, ordinances, rules and regulations.

12. To notify Utilities in writing not less than sixty (60) days prior to estimated date of completion of construction of facilities requiring water and sewer service, the date on which Developer will require initial connection to water and sewer mains. See delivery of units and guaranteed capacity dates in paragraph D4 of Other Conditions Section.

13. That the provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by Developer or the acceptance thereof on the part of Utilities, for other utility system extensions that may be required hereafter by Developer and which are not presently covered by this Agreement.

14. To pay Utilities for the monthly service within twenty (20) days after a statement is rendered by Utilities, all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, Utilities may, after five (5) days advance written notice, in its sole discretion, discontinue service.

15. To limit waste introduced into the sewage collection system to domestic waste. The introduction of industrial waste into the system is prohibited under this Agreement. If industrial waste or other than domestic waste is introduced into the system, the Developer shall immediately take remedial action to insure such waste meets the criteria of domestic waste. If the Developer is unable or unwilling to make the required corrections within a reasonable period of time, Utilities may after five (5) days of advance written notice, discontinue service until such time that the waste is brought into compliance. Furthermore, Developer agrees to indemnify Utilities for any expenses, including laboratory analysis, incurred by Utilities caused by the introduction of any waste other than domestic. Domestic waste means wastewater derived principally from dwelling, business buildings, institutions, and the like; sanitary wastewater; sewage; as defined in Chapter 17-6.30(20) of the Florida Administrative Code.

16. No tie-ins or hook-ups to the existing Utilities water and sewer facilities shall be made without the express consent of Utilities, which consent shall not be unreasonably withheld.

17. To grant Utilities whatever reasonable easements are required to provide utility services to the Developer's property or adjacent properties.

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18. Developer agrees to install, at its expense, a backflow control device, as specified by Utilities. Utilities shall have the right to inspect the Developer's facilities at any time to check for cross connections and any other possible sources of contamination. The Developer agrees to correct, without delay, all such hazards to the system at its own expense.

C. UTILITIES AND DEVELOPER AGREE:

1. This Agreement shall be governed by applicable rules, laws and regulations of any governmental body, federal, state, or local, including departments and agencies having jurisdiction of the Utilities. The parties agree to be bound by such increase or decrease in gallonage amounts and rates which may be prescribed, from time to time, by said body or other agency having jurisdiction thereof.

2. This Agreement shall be binding upon the successors, assigns and legal representatives of the respective parties hereto.

3. When Utilities is regulated by a Regulatory Agency that has adopted the Florida Administrative Code, its Rules 25-30.55(1) and 25-30.55(2) shall be applicable. Rule 25-30.55(1) requires the filing of the Developer's agreements with the Regulatory Agency. Rule 25-30.55(2) covering special agreements, requires approval by the Regulatory Agency before such special agreements become effective.

4. This Agreement shall not be assigned without the prior written consent of Utilities, which consent shall not be unreasonably withheld. However, Utilities acknowledges that Developer will hire a management company to manage the Utilities of Brookhollow subdivision.

5. Any notice required to be given pursuant to the terms of this Agreement shall be deemed properly given when sent by United States Certified Mail, Return Receipt Requested, to the respective parties herein, at the last known address of either of the parties.

6. Failure to meet the provisions, terms or conditions of this Agreement by the Developer shall result in termination of the Agreement and discontinuance of service. Utilities will provide thirty (30) days written notice of termination of the Agreement and discontinuance of service to Developer. Upon termination, all real and personal property transferred by Developer to Utilities shall remain the property of Utility.

D. OTHER CONDITIONS:

1. The point of connection to the existing water and sewer facilities shall be the point as agreed to by and between all parties. If line extensions are required to reach the point of connection, then the Developer shall be responsible for the cost of design and construction of such line extensions.

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2. All construction shall be in accordance with the approved plans and specifications by the Utilities and subject to prior written approval by the Chief Engineer for Utilities, which approval shall not be unreasonably delayed or withheld. During the entire period of construction, Utilities shall have the right to inspect the construction of said facilities. No applications for necessary permits shall be executed or approved by Utilities until plans and specifications for construction have been reviewed and approved by the Chief Engineer for Utilities. Upon completion of construction of the water and sewer facilities, Developer shall notify Utilities of said completion and make available said facilities and as built engineering plans for inspection and approval by Utilities' Chief Engineer. Upon the Utilities' Chief Engineer finding such facilities satisfactory, Developer shall convey such facilities to Utilities by a Bill of Sale and will provide to Utilities a No-Lien Affidavit, a Release of Lien, and a detailed accounting of the cost of construction of the water and sewer facilities. Upon completion of the terms of this paragraph, Utilities shall undertake operation and maintenance of the water transmission main and the sewage force main up to the meter sites. The Developer will maintain ownership and maintenance responsibility of the lift station.

3. Developer shall be responsible for the design, construction and maintenance of the water distribution and sewage collection system within the property described in Exhibit "A". All the construction shall be in accordance with the approved plans by the Florida Department of Environmental Regulation and the Utilities Engineer, whose approval will not be unreasonably withheld.

4. Subject to Paragraphs A-2, A-3, and B-2 Utility warrants/guarantees Developer capacity readily available in sufficient capacities to service Developer's property development "Brookhollow", described on Exhibit "A" on the following schedule:

- A. 130 single family homes March 31, 1987.
- B. 130 single family homes August 1, 1988.
- C. 140 single family homes August 1, 1989.

This schedule shall not be changed or modified without the prior written consent of Developer and Utility.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and year first above written.

GENERAL DEVELOPMENT UTILITIES, INC.

DCB/WOODSIDE MELBOURNE, LTD.

BY: [Signature]
Assistant Vice President

BY: [Signature]
General Partner

ATTEST:
Sworn and Signed before me this 10th day of February, 1987.
[Signature]
Notary Public

WITNESS: [Signature]
WITNESS: [Signature]
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NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 22, 1988

OFF. REC.
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PARCEL "A": THE EAST ONE-HALF ($E. \frac{1}{2}$) OF THE NORTHWEST QUARTER ($N.W. \frac{1}{4}$); THE EAST ONE-HALF ($E. \frac{1}{2}$) OF THE SOUTHWEST QUARTER ($S.W. \frac{1}{4}$); THE WEST ONE-HALF ($W. \frac{1}{2}$) OF THE NORTHWEST QUARTER ($N.W. \frac{1}{4}$) OF THE SOUTHEAST QUARTER ($S.E. \frac{1}{4}$); THE SOUTH QUARTER ($S. \frac{1}{4}$) OF THE SOUTHWEST QUARTER ($S.W. \frac{1}{4}$) OF THE NORTHEAST QUARTER ($N.E. \frac{1}{4}$), AND THE SOUTH SIX-TENTHS ($\frac{6}{10}$) OF THE WEST QUARTER ($W. \frac{1}{4}$) OF THE SOUTHEAST QUARTER ($S.E. \frac{1}{4}$) OF THE NORTHEAST QUARTER ($N.E. \frac{1}{4}$) OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA. CONTAINING 197.3841 ACRES MORE OR LESS.

Description of Parcel "A": From the South 1/4 corner of Section 26, Township 28 South, Range 37 East, Brevard County, Florida, run N.00°06'40"E. along the West line of the Southwest 1/4 of the Southeast 1/4 of said Section 26, a distance of 293.70 feet; thence run N.82°21'40"E. 446.16 feet to the point of beginning; thence run N.07°38'20"W. 584.18 feet; thence N.82°21'41"E. 211.20 feet; thence N.07°38'20"W. 484.82 feet to the Southerly right-of-way line of Port Malabar Boulevard; thence run S.47°57'28"E. along the said Southerly right-of-way line 389.46 feet to the point of curvature of a curve concave Westerly and having a radius of 25.00 feet; thence run Southerly along the arc of said curve 39.27 feet through a central angle of 90°00'00" to the point of tangency; thence run S.42°02'32"W. 131.57 feet to the point of curvature of a curve concave Southeasterly and having a radius of 1050.00 feet; thence run Southerly along the arc of said curve 761.06 feet through a central angle of 41°31'45" to the point of beginning. Containing therein 3.0378 acres more or less.

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Description of Parcel "B": Begin at the South 1/4 corner of Section 26, Township 28 South, Range 37 East, Brevard County, Florida, run N.00°06'40"E. along the West line of the Southwest 1/4 of the Southeast 1/4 of said Section 26 a distance of 293.70 feet; thence N.82°21'40"E. 446.16 feet to a point on a curve concave Easterly and having a radius of 1050.00 feet; thence from a tangent bearing of S.00°30'47"W. run Southerly along the arc of said curve 268.91 feet through a central angle of 14°40'25" to the point of tangency; thence run S.14°09'38"E. 96.14 feet to the South line of the aforesaid Southwest 1/4 of the Southeast 1/4; thence run N.89°15'17"W. along said South line 498.20 feet to the point of beginning. Containing therein 3.4687 acres more or less.

Description of Parcel "C": From a concrete monument marking the Southwest corner of the Southeast 1/4 of Section 26, Township 28 South, Range 37 East, Brevard County, Florida, run N.00°36'11"W. along the West line of said Southeast 1/4 a distance of 293.70 feet to the point of beginning of the herein described parcel; thence run N.81°38'49"E. a distance of 446.16 feet; thence run N.8°21'11"W. a distance of 584.10 feet; thence run N.81°38'49"E. a distance of 211.20 feet; thence run N.8°21'11"W. a distance of 483.17 feet to the Southerly right of way line of Port Malabar Boulevard; thence run N.48°41'33"W. along said Southerly right-of-way of Port Malabar Boulevard a distance of 75 feet more or less to Turkey Creek; thence meandering the shoreline of Turkey Creek in a Southwesterly direction to its intersection with the West line of aforementioned Southeast 1/4, Section 26; thence run N.00°36'11"E. a distance of 504 feet more or less to the point of beginning. Containing therein 8.2 acres, more or less.

Description of Road Right-of-Way: From the South 1/4 Corner of Section 26, Township 28 South, Range 37 East, Brevard County, Florida, run S.89°15'17"E. along the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 26 a distance of 498.20 feet for the point of beginning; thence run N.14°09'38"W. 96.14 feet to the point of curvature of a curve concave Easterly and having a radius of 1050.00 feet; thence run Northeasterly along the arc of said curve 1029.97 feet through a central angle of 56°12'10" to the point of tangency; thence run N.42°02'32"E. 131.57 feet to the point of curvature of a curve concave Northwesterly and having a radius of 25.00 feet; thence run Northwesterly along the arc of said curve 39.27 feet through a central angle of 90°00'00" to the Southerly right-of-way line of Part Malabar Boulevard; thence run S.47°57'28"E. along said Southerly right-of-way line 102.00 feet to the point of curvature of a curve concave Northerly and having a radius of 1050.00 feet; thence run Easterly along the said Southerly right-of-way line and the arc of said curve 47.94 feet through a central angle of 02°36'57" to the point of reverse curvature of a curve concave Southerly and having a radius of 26.19 feet; thence run Southwesterly along the arc of said curve 39.94 feet through a central angle of 87°23'03" to the point of tangency; thence run S.42°02'32"W. 131.57 feet to the point of curvature of a curve concave Easterly and having a radius of 950.00 feet; thence run Southerly along the arc of said curve 931.88 feet through a central angle of 56°12'10" to the point of tangency; thence run S.14°09'38"E. 122.75 feet to the aforementioned South line of the Southwest 1/4 of the Southeast 1/4; thence run N.89°15'17"W. along said South line 103.48 feet to the point of beginning. Containing therein 2.8662 acres more or less.