

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 960576-WS

MAD HATTER UTILITY, INC.

APPLICATION FOR AMENDMENT OF

WATER AND WASTEWATER CERTIFICATE

NOS. 340-W AND 297-S IN PASCO COUNTY, FLORIDA

PRE-FILED DIRECT TESTIMONY OF DOUGLAS BRAMLETT

Q. Please state your name and address.

A. My name is Douglas Bramlett. My address is 7530 Little Road, New Port Richey, Florida 34654.

Q. By whom are you employed?

A. Pasco County.

Q. What is your position with Pasco County?

A. I am an Assistant County Administrator and I am in charge of the utility department.

Q. Are you familiar with the County's 1992 agreement with Mad Hatter Utility, Inc.?

A. Yes.

Q. Does the 1992 agreement have any limit on the amount of wastewater which the County is obligated to treat?

A. Yes. The 1992 agreement provides that the County

is not obligated to treat wastewater in excess of 350,000

gallons per day (GPD) in committed capacity unless the

County, in its discretion, has additional capacity to do so.

Q. Does the 1992 agreement put

DOCUMENT NUMBER-DATE
any geographical
02809 MAR 18 5

ACK _____
AFA 18 _____
APP _____
CAF 19 _____
CMU 20 _____
CTR _____
EAG 21 _____
LEG 1 _____
LIN 22 *Group* _____
OPC 23 _____
RCH _____
SEC 24 _____
WAS 25 _____
OTH _____

ORIGINAL
FILE COPY

1 restrictions on the sewage which the County will treat?

2 A. Yes. The agreement provides that the County need
3 not treat any sewage from Mad Hatter from areas outside of
4 its certificated areas or its service areas unless the
5 County issues written notification to Mad Hatter that it
6 does not object to such additional services. A copy of the
7 contract is attached as Exhibit "1".

8 Q. Does the agreement define the area from which Mad
9 Hatter may send sewage to the County for treatment?

10 A. Yes. Mad Hatter's service area is identified on
11 Exhibit 3 to the contract.

12 Q. Have you examined the area which Mad Hatter is
13 currently asking the Public Service Commission to extend its
14 PSC certificated territory to include?

15 A. Yes.

16 Q. Is that area within the service area as defined by
17 Exhibit 3 to the parties' 1992 agreement?

18 A. Most of it is outside the service area on the map
19 attached as Exhibit 3 to the 1992 agreement.

20 Q. Who color coded the map attached as an exhibit to
21 the contract?

22 A. Larry DeLucenay.

23 Q. How much wastewater is Mad Hatter currently sending to
24 the County for treatment?

25 A. Mad Hatter is currently sending approximately

1 340,000 GPD to the County for treatment.

2 Q. Has the County agreed to provide service for any
3 additional wastewater from Mad Hatter?

4 A. Yes. The County is committed to treat an
5 additional 30,000 GPD of wastewater to be delivered by Mad
6 Hatter when the customers to whom Mad Hatter has agreed to
7 provide service are connected.

8 Q. Does that mean that Mad Hatter's committed
9 capacity with Pasco County is currently exceeding the
10 350,000 GPD limit in the 1992 agreement?

11 A. Yes. And the sewage is treated at the County's
12 Land O'Lakes Wastewater Treatment Plant where the committed
13 capacity exceeds the one million GPD permitted by the
14 Florida Department of Environmental Protection. So the
15 County has no additional capacity to give to Mad Hatter.

16 Q. Have you calculated the capacity Mad Hatter will
17 need for the extended territory?

18 A. I have looked at parcels A-4, B-27, B-23, B-24, B-
19 25, B-26, C-8, C-9 and C-6A and determined that
20 conservatively Mad Hatter will need a capacity to treat
21 436,000 gallons of sewage per day. A copy of those
22 calculations is attached as Exhibit "2".

23 Q. Do you know whether Mad Hatter is currently
24 serving outside of its Public Service certificate area?

25 A. Yes. Mad Hatter collects and sends to the County

1 for treatment approximately 64,000 GPD of wastewater from
2 customers outside of its PSC certificated territory.

3 Q. Has Mad Hatter ever requested Pasco County to
4 increase the 350,000 GPD cap in the 1992 agreement?

5 A. No. Although we have litigated these issues for
6 several years in Federal Court, Mad Hatter has not made such
7 a request. In fact, the District Court ruled in favor of
8 the County on the issue of whether the County had breached
9 the 1992 agreement because the Court held that Mad Hatter
10 had provided no evidence that it had ever asked the County
11 to increase the 350,000 GPD cap.

12 Q. Does Pasco County have the ability to serve the
13 territory which Mad Hatter has requested in its application?

14 A. Yes. The County has extended water and sewer
15 services along State Road 54 and partially along U.S. 41 to
16 those areas requested by Mad Hater. A copy of a map is
17 enclosed as Exhibit 3. The County plans to run water and
18 sewer lines along U.S. 41 in conjunction with the widening
19 of that road. Construction is scheduled to start next
20 month. Those lines should be completed within 12 months.
21 With the expansion of the Wesley Chapel WWTP and the Land
22 O'Lakes WWTP, the County will have capacity to treat 6
23 million GPD. By July of 1997, the County will have 4
24 million GPD to serve south central Pasco County.

25 Q. In his testimony, Mr. DeLucenay accuses the County

1 of moving forward "with an aggressive campaign to extend
2 lines which duplicated those of Mad Hatter in and around its
3 existing service territory and the areas for which the
4 Commission has specifically found Mad Hatter was in the best
5 position to provide water and wastewater service." Is that
6 statement true?

7 A. No. The County has extended lines in the area to
8 serve not only the County's existing customers but also its
9 future growth in the County. The County has not shown any
10 "contempt of the PSC" as Mr. DeLucenay has alleged.
11 Instead, the County has proceeded in a responsible manner to
12 provide service to one of the high growth areas in the
13 County.

14 Q. Mad Hatter has accused Pasco County of providing
15 service to a customer inside its PSC certificated territory.
16 Can you explain?

17 A. Sunfield Homes, Inc., is the developer of the Oak
18 Grove subdivision which has not yet been built. It sold
19 land to the Pasco County School Board on which the Denham
20 Oaks Elementary School has been built. Sunfield Homes,
21 through its president, Mike Orsi, attempted to negotiate an
22 agreement with Mad Hatter to provide service. However, Mad
23 Hatter insisted that Sunfield Homes pay all the
24 infrastructure or CIAC but would not guarantee service.
25 Thus, Sunfield Homes refused to enter into a contract with

1 Mad Hatter.

2 The Denham Oaks School could not open due to the fact
3 that Mad Hatter filed administrative actions with the DEP.
4 A nearby school was forced into double sessions and children
5 were going to school in the dark. To alleviate that
6 situation, the County told Mad Hatter to provide service.
7 However, Mad Hatter did not do so and thus Sunfield Homes
8 asked the County for service which the County has provided.

9 Oak Grove subdivision has not yet been built and thus
10 the County has not provided any service to Oak Grove. Mr.
11 Orsi has testified in the Federal Court action that Sunfield
12 Homes will not do business with Mad Hatter due to Mad
13 Hatter's business practices. If the District Court enjoins
14 the County from providing service to the Oak Grove
15 subdivision, Mr. Orsi has testified that he will consider
16 alternative sources such as septic tanks or forming a non-
17 profit homeowner's association to provide utility service.

18 Q. Has Pasco County recently reduced the bulk
19 wastewater treatment rates it charges customers?

20 A. Yes. The County conducted a rate study and based
21 upon the study, the Board of County Commissioners lowered
22 the bulk sewer rates.

23 Q. Has Mad Hatter passed that savings along to its
24 customers?

25 A. No. Mad Hatter has refused to pass that price

1 reduction on to its customers.

2 Q. Has the County agreed to provide credits to
3 customers who paid impact fees?

4 A. Yes. Pasco County issues credits to Mad Hatter
5 for the customers who paid up-front impact fees but Mad
6 Hatter has refused to pass along those credits to the
7 customers. Accordingly, those customers who paid impact
8 fees are also paying a surcharge of \$1.00 per 1,000 gallons
9 of sewage in violation of Mad Hatter's agreement with Pasco
10 County.

11 Q. Is it in the public interest to have Pasco County
12 provide service in this area?

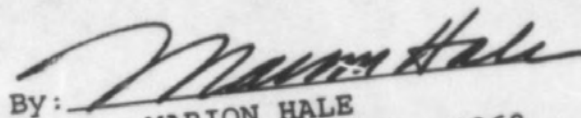
13 A. Yes. First, the rates charged by Pasco county are
14 less than the rates charged by Mad Hatter. Second, Mad
15 Hatter has no facilities to treat the wastewater as it has
16 exceeded its 350,000 GPD cap and the County need not accept
17 any sewage outside the areas described on Exhibit 3 to the
18 parties' 1992 agreement. Mad Hatter has not, to my
19 knowledge, submitted any permits to the Florida Department
20 of Environmental Protection to build a new wastewater
21 treatment plant or to expand the capacity of its water
22 treatment plant. The County plans to expand the Wesley
23 Chapel wastewater treatment plant to treat 3,000,000 GPD.
24 Construction for the expansion of the Wesley Chapel WWTP is
25 underway and will be completed by July of 1997. On the

1 other hand, Mad Hatter has failed to pass on credits to its
2 customers and failed to pass on the reduced wastewater
3 treatment rates pursuant to the County's new rate schedule.
4 It also failed to notify the Public Service Commission of
5 the sale of the Foxwood and Turtle Lakes percolation ponds
6 for \$195,000.00 although the PSC had ordered Mad Hatter to
7 notify it if the property were sold since the cost of
8 abandonment had been passed along to the customers.
9 Accordingly, it is in the public interest to permit Pasco
10 County to provide utility service in this area.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy hereof has been served upon Roseanne Capeless, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, FL 32399-0863, and F. Marshall Deterding, Rose Sundstrum & Bentley, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301, this 17 day of March, 1997.

JOHNSON, BLAKELY, POPE,
BOKOR, RUPPEL & BURNS, P.A.

By: 

MARION HALE
Post Office Box 1368
Clearwater, FL 34617
(813) 461-1818
Attorneys for Pasco
County

the quality of effluent delivered by the Utility to the County for treatment.

NOW, THEREFORE, in consideration of the premises which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions set forth herein, the County and Utility intending to be legally bound thereby, agree as follows:

Section 1. Purpose.

It is the purpose and intent of this Agreement to provide for central public sewer services to existing homes and structures and future homes and structures located in the certificated area of Mad Hatter Utility, Inc. and to provide for additional assurances of timely payment to the County of all costs incurred in the provision of such service by the County, including, but not limited to, cost of operation and maintenance, debt service costs, capital costs, renewal and replacement costs, and expansion costs. All terms and conditions contained herein shall be read and interpreted in a manner consistent with and in furtherance of this purpose and intent.

Section II. Bulk Wastewater Treatment Service.

A. Subject to the conditions and limitations set forth in the Memorandum of Understanding and this Agreement, the County shall provide bulk wastewater treatment services in an amount of 350,000 gallons per day (annual average) to Mad Hatter. Such services shall be provided through the existing connection with Mad Hatter Utility, Inc's system. Mad Hatter agrees to change this connection, at no cost to the County, if determined necessary by the

County to continue service under this Agreement. The location and type of connection shall be approved by the County prior to the time that the work is actually performed. Such work shall be supervised and directed by the County and must meet all applicable State and County standards. It shall be the responsibility of Mad Hatter to furnish proof from its staff, engineer, or other appropriate source to the County's Utility Director and/or other appropriate members of the staff of the comparability and equivalency of all such material and standards of performance as previously mentioned.

1. Mad Hatter shall install, as part of its connection to the County system, an appropriate metering device(s) at all points of connection which is acceptable to the County for the purposes of determining the amount of wastewater treatment services being provided by the County pursuant to this Agreement. It shall be the responsibility of Mad Hatter to pay all costs associated with the purchase and installation of such meter(s). The County shall own and operate the meter(s), and the County shall have the absolute right of access for testing, reading purposes, and for any necessary repairs to maintain the integrity of the County's wastewater collection system. Mad Hatter shall also be provided reasonable access to the meter(s) for testing and reading purposes.

2. Meter Reading and Payments - The County will invoice Mad Hatter on a monthly basis in accordance with meter readings taken. Mad Hatter shall make payment based upon the meter readings within thirty (30) days after receipt of the invoice from the

County. In the event that the payment is not made within thirty (30) days after receipt of the invoice, Mad Hatter agrees to pay interest or penalties as established from time to time in the County's utility system service regulations on the outstanding balance until paid in full. Nothing contained herein, including the charging of interest, shall extend the due date for any payment and any failure to pay on or before the due date shall be considered a default under the terms of this Agreement. Mad Hatter shall be liable for the costs of the purchase and installation of any meters or similar equipment or devices used to measure the amount of wastewater treated. In the event Mad Hatter disputes the accuracy of any meter reading, it must notify the County within ten (10) days of billing and demonstrate through appropriate calibration testing that the meter is either not properly calibrated or is not functioning properly. All meter readings not disputed within fifteen (15) days of reading and publication are final and not subject to dispute.

B. Monthly Service Rate - Mad Hatter agrees to pay the County a service rate of Three and 12/100 Dollars (\$3.12) per thousand gallons of wastewater treated based upon the meter readings; provided, however, this rate, including any or all components thereof, may be adjusted upward or downward by the Board of County Commissioners from time to time in accordance with the County's rate-setting procedures. In addition One and 00/100 Dollar (\$1.00) per thousand gallons, which amount may be adjusted from time to time by the Board of County Commissioners, shall be added as a

capital recovery surcharge for wastewater flow treated from existing development and committed development as described below.

C. Impact Fees - In addition to the monthly service rate, Mad Hatter agrees to pay impact fees to the County as follows:

(a) New Development - Mad Hatter agrees that any new development within its service area will pay to the County, uniform commitment and impact fees in an amount equivalent to fees charged by the County for its retail utility customers as established from time to time by the Board of County Commissioners, which fees will be collected by the County in accordance with its Sewer Use Ordinance. However, in the event the County adopts a bulk wastewater treatment impact fee for new developments subsequent to the execution of this Agreement, said new development shall pay the bulk impact fees established by the Board of County Commissioners from time to time for connections made to Mad Hatter's systems after such adoption. Said fee shall be paid to the County prior to the connection of any new development to Mad Hatter's system and will be collected by the County in the same manner as the County collects impacts fees for its utility system.

(b) Existing Development - Mad Hatter and the County agree that no separate, up-front impact fees will be charged for existing structures or development as of the date of this Agreement which are presently connected to Mad Hatter's system.

(c) Committed Development - Mad Hatter and the County agree that no separate, up-front impact fees will be charged for that development which has paid or partially paid Mad Hatter for service commitments and which is specifically identified on Exhibit "1" attached hereto and incorporated herein by reference; provided, however, any funds owed to Mad Hatter by developers who have partially paid for commitments, as identified on Exhibit "2", shall be paid to the County in a time frame consistent with the existing agreements with Mad Hatter.

D. Excess Capacity - The County agrees to treat wastewater in excess of 350,000 gallons per day pursuant to this Agreement provided sufficient unused and uncommitted capacity is available at the County's wastewater treatment facilities, as determined by the

County, and all appropriate permits have been obtained by Mad Hatter from State regulatory agencies. Mad Hatter agrees to pay the per thousand gallon rate for such services as set forth above.

E. Discharge Regulations - Mad Hatter agrees to abide by the Pasco County Sewer Use Ordinance including the Regulations for Discharge to Pasco County Wastewater System in its entirety and as it may be changed from time to time by requirement of federal or state authorities and/or by the County.

F. Coordination of Flows - Mad Hatter will cooperate in every possible way with the County to coordinate flows into the plant so that they shall not exceed the permitted per-day maximum for the plant.

G. Notwithstanding any other provisions contained herein, the County shall not be liable for any damages as the result of the inability or failure to provide sewage treatment services pursuant to this Agreement either on a temporary, emergency, or permanent basis. The County shall use its best efforts to provide the treatment capacity needed by Mad Hatter to service its customers. Notwithstanding the foregoing, the County reserves the right to proportionately reduce the gallonage made available under this Agreement to comply with reduced treatment capacity as restricted from time to time by governmental regulatory authorities.

H. Public Sewer Collection System - Mad Hatter shall, at its expense:

1. Purchase, install, repair, or maintain its entire wastewater collection system, including all sewer lines, pump

stations, and other facilities and appurtenances that may be necessary in order to tap into or make connections with the County's wastewater system.

2. Cause to be conducted all investigations and testing that may be required in order for Mad Hatter to tap into said system, including all design, construction, repair and maintenance of said connection equipment.

3. Cause all sewer lines, pump stations, and all other facilities required for the connection to the County system to be repaired and maintained in accordance with appropriate standards and specifications.

I. Permits - Mad Hatter shall have the responsibility of securing and maintain all necessary permits from all governmental agencies having regulatory authority of Mad Hatter's public sewer collection system. The County shall have the same responsibility as to its sewer system.

J. Quantity Deficiencies - The County shall not be liable in damages to Mad Hatter in the event that the quantity of sewage to be treated under this Agreement shall be curtailed or diminished at no fault of the County.

Section III. General Provisions.

A. These conditions are binding upon the successors and assignees of the parties hereto. Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, such notice shall be given by certified mail, return receipt required. Said notice shall be deemed given when it is

deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

Pasco County:

County Administrator
Pasco County Government Center
7530 Little Road
New Port Richey, Florida 34654

Mad Hatter Utility Inc.:

Larry Delucenay, President
Post Office Drawer 1387
Lutz, Florida 33549

These addresses may be changed by giving notice as provided for in this paragraph.

B. No waiver of breach of any of the terms of this Agreement shall be construed to be a waiver of any succeeding breach.

Section IV. Default.

If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this Agreement, then the non-defaulting party shall give written notice to the defaulting party specifying the nature of the default. If the defaulting party does not cure the default within thirty (30) days after the date of written notice, then this Agreement, at the option of the non-defaulting party, shall terminate. In the event the County elects to terminate pursuant to this Section such termination shall include the cessation of bulk wastewater services. Neither party shall be relieved of liability to the other for damages sustained by virtue of any party wrongfully exercising this provision. This paragraph is not intended to replace any other legal or equitable remedies available to any non-

defaulting party under Florida law, but it is in addition thereto. Notwithstanding the foregoing, any failure to make timely payments shall be considered a material default under the terms of this Agreement without the necessity for any written notice to Mad Hatter.

Section V. Utility System Charges.

Mad Hatter shall fix, revise, maintain, and collect such fees, rates, rentals, or other charge for the use of the products, services and facilities of its utility system as shall be necessary to fund the timely payment of its respective obligations and liabilities under this Agreement. Mad Hatter shall maintain its utility system operation and maintenance accounts throughout the term of this Agreement for the purpose of paying its obligations and liabilities hereunder.

Section VI. Miscellaneous Provision.

A. In the event the parties' performance of this Agreement, other than the payment of money, is prevented or interrupted by consequent of an act of God, or of the public enemy, or national emergency, allocation, or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping, transmission, or other facilities, governmental rules or acts or orders or restrictions of

regulations or requirements, acts or actions of any government, except the County, or public or governmental authority, commission, board, agency, official, or officer, or judgment or a restraining order or injunction of any court, the party shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that the party is diligently attempting to perform.

B. The parties hereto agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take other actions as may be reasonably required to carry out the intent of this Agreement.

C. This Agreement shall not be considered an obligation on the part of the County to perform in any way other than as indicated herein. The County shall not be obligated under the terms of this Agreement to treat additional wastewater from Mad Hatter from areas outside of its certificated area or areas which are not presently served by Mad Hatter unless the County issues written notification that it does not object to such additional service. Mad Hatter's service area is more specifically identified on Exhibit "3" attached hereto and incorporated herein by reference.

D. This Agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto and the provision hereof shall constitute covenants running with the land for the benefit of the heirs, representatives, and assigns of the party. However,

this Agreement shall not be assigned by Mad Hatter without the express permission of the County; however, such consent shall not be unreasonably withheld by the County.

E. In the event the County ever elects to exercise its power of eminent domain for the purpose of acquiring all, or any part, of the utility system which may be owned by Mad Hatter, the County will not be required to pay Mad Hatter for any value which might be attributable to the services provided by the county under the terms of this Agreement. In other words, such services provided by the County under this agreement shall have no residual value in the event the County seeks to condemn all, or any party, of Mad Hatter's system. This shall not be construed as a waiver of any defense, including the defense of lack of authority; Mad Hatter may have to such an action by the County or to any claim for compensation as an ongoing business concern.

F. Term - This Agreement shall have a term of twenty-five (25) years commencing on the date of execution of this Agreement.

G. The Utility agrees that immediately upon execution of the Bulk Wastewater Agreement the Utility will file the same with the Florida Public Service Commission and, in the event Commission approval is required, the Utility shall use its best faith efforts to obtain such approval. Notwithstanding any other provision of the Agreement, in the event the Commission approval of this Agreement is required prior to its effectiveness, the same must be approved in its entirety as a condition precedent to the County's obligations hereunder. The Commission must also approve the

establishment of an appropriate escrow account for the purpose of assuring timely payment to the County for wastewater treatment services provided to the Utility.

H. An express condition precedent to this Agreement and the County's obligations hereunder is the payment to the County by or on behalf of the Utility of the amount of \$54,342.54, which is the delinquent amount claimed by the County to be due and owing for past services to the Utility.

I. This Agreement shall replace and supersede all prior agreements and understandings between the County and Utility on the subject matter, including specifically that Temporary Emergency Bulk Wastewater Agreement dated June 11, 1991.

IN WITNESS WHEREOF, the County and the Utility have executed this Bulk Wastewater Treatment Agreement on the date, month and year first above written.

[SEAL]

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

By

Ted Pittman
Ted Pittman, Clerk
By: Rebecca Stark

WITNESSES:

Leona Dwyer
J. H. [Signature]

By

Mike Wells
Mike Wells, Chairman

MAD HATTER UTILITY, INC.

By

[Signature]
President

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

By *[Handwritten Signature]*
Attorney

EXHIBIT I & 2

MAD HATTER UTILITY, INC.

FOXWOOD / TURTLE LAKES SYSTEM - RESIDENTIAL ONLY - FEBRUARY 11, 1992

Service Area	Phase	Platted Lots	Lots Paid	Lots Unpaid	Amount Due Per Unit

Foxwood System					
Foxwood	1	46	46	0	
	2	53	53	0	
	3	19	19	0	
	4	51	51	0	

Sub-Total		169	169	0	
Cypress Cove					
	1	33	33	0	
	2	87	87	0	
	3	22	2	20	\$1,579.00

Sub-Total		142	122	20	
Carpenter's Run					
	1	162	162	0	
	2	135	135	0	
	3	95	95	0	
	4A	50	50	0	
	4B	94	94	0	

Sub-Total		536	536	0	
Village On The Pond I					
		54	54	0	
Hidden Pond					
		64	0	64	\$826.00

Sub-Total / Foxwood		965	881	84	

Turtle Lakes System					
Turtle Lakes					
	1A	8	8	0	
	1	54	54	0	
	2	54	54	0	
	3	144	144	0	
	4	122	114	8	\$1,579.00
	5	65	65	0	

Sub-Total		447	439	8	
Twin Lakes					
	1	118	118	0	
	2	120	87	33	\$830.00

Sub-Total		238	205	33	
Woodridge					
	1	67	64	3	\$830.00
	2	23	3	20	\$830.00

Sub-Total		90	67	23	

Sub-Total / Turtle Lakes		775	711	64	
=====					
Grand Total		1740	1592	148	

Commercial Only

Carpenter's Run	Maximum	44 ERCs
Village Lakes Shopping Center	Maximum	63 ERCs

EXHIBIT 1 & 2
MAD HATTER UTILITY, INC.
BULK WASTEWATER AGREEMENT

CYPRESS COVE SUBDIVISION PHASE III
UNPAID SEWER

LOT 32 and 34 - Through 51

TWIN LAKES SUBDIVISION PHASE II
UNPAID SEWER

LOTS 88 - 120
Final 33 Lots ✓

WOODRIDGE SUBDIVISION
UNPAID SEWER

LOT 1, 3, 13, 14, 16, 17,
52, 53, 54, 55, 56, 79,
71, 70, 22, 31, 29, 28,
24, 25, 84, 85, and 87

TURTLE LAKES SUBDIVISION
UNPAID SEWER

LOT 100, 86, 82, 81, 55
60, 79

Missing one #

HIDDEN POND MULTI FAMILY

UNITS 64
Unnumbered

SK

MAD HATTER PROPOSED EXPANDED SERVICE AREA
PARCEL ANALYSIS

- A-4
 - Current use: Church
 - Land use: RES-6 (6 units/gross acre)
 - Approximately 4 acres = 24 units

- B-27
 - Lake Como property: Currently nudist colony development
 - Land use: RES-6 and RES-9 (6-9 units/gross acre)
 - Estimated acres: 200 acres, $200 \times 6 = 1,200$ units

- B-23
 - Rusch Plaza: Currently commercial strip mall, on septic tank with no drain field due to FDOT taking
 - Estimated to be 20 ERU'S

- B-24
 - Currently vacant property
 - Land use: Heavy Industrial and ROR (24 units/gross acre)
 - Estimated acreage: 60 acres, $60 \times 24 = 144$ units

- B-26
 - Currently vacant property
 - Land use: RES-9 (9 units/gross acre)
 - Acreage: 20 acres, $20 \times 9 = 180$ units

- B-25
 - Ash Property: Currently vacant (mostly wetlands)
 - Land use: RES-6 and RES-9
 - Total acres: Approximately 40 acres, $40 \times 6 = 240$ units

- C-9
 - Myrtle Lakes Baptist Church
 - Land use: RES-9 (9 units/gross acre)
 - Approximately 6 acres, $9 \times 6 = 54$ units

- C-8
 - Highland Oaks - Reiber Medical Center(?)
 - Land use: ROR (24 units/gross acre) and RES-6
 - Approximately 23 acres, $6 \times 23 = 138$ units

- C-6A
 - Currently vacant property
 - Land use: RES-9 (should be ROR)
 - Approximately 20 acres, $20 \times 9 = 180$ units

Total units allowed for all above-listed parcels are 2,180 units. Using a typical ERU flow of 200 gallons per day, total flow/treatment requirements would be for 436,000 gallons per day.



BULK WASTEWATER TREATMENT AGREEMENT
BETWEEN MAD HATTER UTILITY, INC.
AND PASCO COUNTY

THIS AGREEMENT, made and entered into this 11th day of February 1992, by and between Mad Hatter Utility, Inc., a Florida Corporation, organized under the laws of the State of Florida, hereinafter referred to as "Utility", and Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the Utility has received a certificate from the Florida Public Service Commission authorizing the provision of public sewer service to an area located in the southeast portion of the County pursuant to Chapter 367.041, Florida Statutes; and,

WHEREAS, the Utility has requested the County to provide such bulk wastewater treatment service for its existing customers and specifically designated new customers of Mad Hatter's system; and,

WHEREAS, subject to the conditions and limitations set forth herein, the County desires to provide bulk wastewater treatment services to Mad Hatter for the purpose of offering centralized wastewater services from the County's Land O'Lakes Subregional Wastewater Treatment Plant which presently possesses sufficient excess capacity to provide such treatment; and,

WHEREAS, in conjunction with the requested service the County desires to provide certain standards for the expansion of the Utility's wastewater treatment system and certain requirements for



DOCUMENT NUMBER-DATE
02809 MAR 18 92
FPSC-RECORDS/REPORTING

the quality of effluent delivered by the Utility to the County for treatment.

NOW, THEREFORE, in consideration of the premises which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions set forth herein, the County and Utility intending to be legally bound thereby, agree as follows:

Section 1. Purpose.

It is the purpose and intent of this Agreement to provide for central public sewer services to existing homes and structures and future homes and structures located in the certificated area of Mad Hatter Utility, Inc. and to provide for additional assurances of timely payment to the County of all costs incurred in the provision of such service by the County, including, but not limited to, cost of operation and maintenance, debt service costs, capital costs, renewal and replacement costs, and expansion costs. All terms and conditions contained herein shall be read and interpreted in a manner consistent with and in furtherance of this purpose and intent.

Section II. Bulk Wastewater Treatment Service.

A. Subject to the conditions and limitations set forth in the Memorandum of Understanding and this Agreement, the County shall provide bulk wastewater treatment services in an amount of 350,000 gallons per day (annual average) to Mad Hatter. Such services shall be provided through the existing connection with Mad Hatter Utility, Inc's system. Mad Hatter agrees to change this connection, at no cost to the County, if determined necessary by the

County to continue service under this Agreement. The location and type of connection shall be approved by the County prior to the time that the work is actually performed. Such work shall be supervised and directed by the County and must meet all applicable State and County standards. It shall be the responsibility of Mad Hatter to furnish proof from its staff, engineer, or other appropriate source to the County's Utility Director and/or other appropriate members of the staff of the comparability and equivalency of all such material and standards of performance as previously mentioned.

1. Mad Hatter shall install, as part of its connection to the County system, an appropriate metering device(s) at all points of connection which is acceptable to the County for the purposes of determining the amount of wastewater treatment services being provided by the County pursuant to this Agreement. It shall be the responsibility of Mad Hatter to pay all costs associated with the purchase and installation of such meter(s). The County shall own and operate the meter(s), and the County shall have the absolute right of access for testing, reading purposes, and for any necessary repairs to maintain the integrity of the County's wastewater collection system. Mad Hatter shall also be provided reasonable access to the meter(s) for testing and reading purposes.

2. Meter Reading and Payments - The County will invoice Mad Hatter on a monthly basis in accordance with meter readings taken. Mad Hatter shall make payment based upon the meter readings within thirty (30) days after receipt of the invoice from the

County. In the event that the payment is not made within thirty (30) days after receipt of the invoice, Mad Hatter agrees to pay interest or penalties as established from time to time in the County's utility system service regulations on the outstanding balance until paid in full. Nothing contained herein, including the charging of interest, shall extend the due date for any payment and any failure to pay on or before the due date shall be considered a default under the terms of this Agreement. Mad Hatter shall be liable for the costs of the purchase and installation of any meters or similar equipment or devices used to measure the amount of wastewater treated. In the event Mad Hatter disputes the accuracy of any meter reading, it must notify the County within ten (10) days of billing and demonstrate through appropriate calibration testing that the meter is either not properly calibrated or is not functioning properly. All meter readings not disputed within fifteen (15) days of reading and publication are final and not subject to dispute.

B. Monthly Service Rate - Mad Hatter agrees to pay the County a service rate of Three and 12/100 Dollars (\$3.12) per thousand gallons of wastewater treated based upon the meter readings; provided, however, this rate, including any or all components thereof, may be adjusted upward or downward by the Board of County Commissioners from time to time in accordance with the County's rate-setting procedures. In addition One and 00/100 Dollar (\$1.00) per thousand gallons, which amount may be adjusted from time to time by the Board of County Commissioners, shall be added as a

capital recovery surcharge for wastewater flow treated from existing development and committed development as described below.

C. Impact Fees - In addition to the monthly service rate, Mad Hatter agrees to pay impact fees to the County as follows:

(a) New Development - Mad Hatter agrees that any new development within its service area will pay to the County, uniform commitment and impact fees in an amount equivalent to fees charged by the County for its retail utility customers as established from time to time by the Board of County Commissioners, which fees will be collected by the County in accordance with its Sewer Use Ordinance. However, in the event the County adopts a bulk wastewater treatment impact fee for new developments subsequent to the execution of this Agreement, said new development shall pay the bulk impact fees established by the Board of County Commissioners from time to time for connections made to Mad Hatter's systems after such adoption. Said fee shall be paid to the County prior to the connection of any new development to Mad Hatter's system and will be collected by the County in the same manner as the County collects impacts fees for its utility system.

(b) Existing Development - Mad Hatter and the County agree that no separate, up-front impact fees will be charged for existing structures or development as of the date of this Agreement which are presently connected to Mad Hatter's system.

(c) Committed Development - Mad Hatter and the County agree that no separate, up-front impact fees will be charged for that development which has paid or partially paid Mad Hatter for service commitments and which is specifically identified on Exhibit "1" attached hereto and incorporated herein by reference; provided, however, any funds owed to Mad Hatter by developers who have partially paid for commitments, as identified on Exhibit "2", shall be paid to the County in a time frame consistent with the existing agreements with Mad Hatter.

D. Excess Capacity - The County agrees to treat wastewater in excess of 350,000 gallons per day pursuant to this Agreement provided sufficient unused and uncommitted capacity is available at the County's wastewater treatment facilities, as determined by the

County, and all appropriate permits have been obtained by Mad Hatter from State regulatory agencies. Mad Hatter agrees to pay the per thousand gallon rate for such services as set forth above.

E. Discharge Regulations - Mad Hatter agrees to abide by the Pasco County Sewer Use Ordinance including the Regulations for Discharge to Pasco County Wastewater System in its entirety and as it may be changed from time to time by requirement of federal or state authorities and/or by the County.

F. Coordination of Flows - Mad Hatter will cooperate in every possible way with the County to coordinate flows into the plant so that they shall not exceed the permitted per-day maximum for the plant.

G. Notwithstanding any other provisions contained herein, the County shall not be liable for any damages as the result of the inability or failure to provide sewage treatment services pursuant to this Agreement either on a temporary, emergency, or permanent basis. The County shall use its best efforts to provide the treatment capacity needed by Mad Hatter to service its customers. Notwithstanding the foregoing, the County reserves the right to proportionately reduce the gallonage made available under this Agreement to comply with reduced treatment capacity as restricted from time to time by governmental regulatory authorities.

H. Public Sewer Collection System - Mad Hatter shall, at its expense:

1. Purchase, install, repair, or maintain its entire wastewater collection system, including all sewer lines, pump

stations, and other facilities and appurtenances that may be necessary in order to tap into or make connections with the County's wastewater system.

2. Cause to be conducted all investigations and testing that may be required in order for Mad Hatter to tap into said system, including all design, construction, repair and maintenance of said connection equipment.

3. Cause all sewer lines, pump stations, and all other facilities required for the connection to the County system to be repaired and maintained in accordance with appropriate standards and specifications.

I. Permits - Mad Hatter shall have the responsibility of securing and maintain all necessary permits from all governmental agencies having regulatory authority of Mad Hatter's public sewer collection system. The County shall have the same responsibility as to its sewer system.

J. Quantity Deficiencies - The County shall not be liable in damages to Mad Hatter in the event that the quantity of sewage to be treated under this Agreement shall be curtailed or diminished at no fault of the County.

Section III. General Provisions.

A. These conditions are binding upon the successors and assignees of the parties hereto. Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, such notice shall be given by certified mail, return receipt required. Said notice shall be deemed given when it is

deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

Pasco County:

County Administrator
Pasco County Government Center
7530 Little Road
New Port Richey, Florida 34654

Mad Hatter Utility Inc.:

Larry Delucenay, President
Post Office Drawer 1387
Lutz, Florida 33549

These addresses may be changed by giving notice as provided for in this paragraph.

B. No waiver of breach of any of the terms of this Agreement shall be construed to be a waiver of any succeeding breach.

Section IV. Default.

If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this Agreement, then the non-defaulting party shall give written notice to the defaulting party specifying the nature of the default. If the defaulting party does not cure the default within thirty (30) days after the date of written notice, then this Agreement, at the option of the non-defaulting party, shall terminate. In the event the County elects to terminate pursuant to this Section such termination shall include the cessation of bulk wastewater services. Neither party shall be relieved of liability to the other for damages sustained by virtue of any party wrongfully exercising this provision. This paragraph is not intended to replace any other legal or equitable remedies available to any non-

defaulting party under Florida law, but it is in addition thereto. Notwithstanding the foregoing, any failure to make timely payments shall be considered a material default under the terms of this Agreement without the necessity for any written notice to Mad Hatter.

Section V. Utility System Charges.

Mad Hatter shall fix, revise, maintain, and collect such fees, rates, rentals, or other charge for the use of the products, services and facilities of its utility system as shall be necessary to fund the timely payment of its respective obligations and liabilities under this Agreement. Mad Hatter shall maintain its utility system operation and maintenance accounts throughout the term of this Agreement for the purpose of paying its obligations and liabilities hereunder.

Section VI. Miscellaneous Provision.

A. In the event the parties' performance of this Agreement, other than the payment of money, is prevented or interrupted by consequent of an act of God, or of the public enemy, or national emergency, allocation, or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping, transmission, or other facilities, governmental rules or acts or orders or restrictions of

regulations or requirements, acts or actions of any government, except the County, or public or governmental authority, commission, board, agency, official, or officer, or judgment or a restraining order or injunction of any court, the party shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that the party is diligently attempting to perform.

B. The parties hereto agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take other actions as may be reasonably required to carry out the intent of this Agreement.

C. This Agreement shall not be considered an obligation on the part of the County to perform in any way other than as indicated herein. The County shall not be obligated under the terms of this Agreement to treat additional wastewater from Mad Hatter from areas outside of its certificated area or areas which are not presently served by Mad Hatter unless the County issues written notification that it does not object to such additional service. Mad Hatter's service area is more specifically identified on Exhibit "3" attached hereto and incorporated herein by reference.

D. This Agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto and the provision hereof shall constitute covenants running with the land for the benefit of the heirs, representatives, and assigns of the party. However,

this Agreement shall not be assigned by Mad Hatter without the express permission of the County; however, such consent shall not be unreasonably withheld by the County.

E. In the event the County ever elects to exercise its power of eminent domain for the purpose of acquiring all, or any part, of the utility system which may be owned by Mad Hatter, the County will not be required to pay Mad Hatter for any value which might be attributable to the services provided by the county under the terms of this Agreement. In other words, such services provided by the County under this agreement shall have no residual value in the event the County seeks to condemn all, or any part, of Mad Hatter's system. This shall not be construed as a waiver of any defense, including the defense of lack of authority, Mad Hatter may have to such an action by the County or to any claim for compensation as an ongoing business concern.

F. Term - This Agreement shall have a term of twenty-five (25) years commencing on the date of execution of this Agreement.

G. The Utility agrees that immediately upon execution of the Bulk Wastewater Agreement the Utility will file the same with the Florida Public Service Commission and, in the event Commission approval is required, the Utility shall use its best faith efforts to obtain such approval. Notwithstanding any other provision of the Agreement, in the event the Commission approval of this Agreement is required prior to its effectiveness, the same must be approved in its entirety as a condition precedent to the County's obligations hereunder. The Commission must also approve the

establishment of an appropriate escrow account for the purpose of assuring timely payment to the County for wastewater treatment services provided to the Utility.

H. An express condition precedent to this Agreement and the County's obligations hereunder is the payment to the County by or on behalf of the Utility of the amount of \$54,342.54, which is the delinquent amount claimed by the County to be due and owing for past services to the Utility.

I. This Agreement shall replace and supersede all prior agreements and understandings between the County and Utility on the subject matter, including specifically that Temporary Emergency Bulk Wastewater Agreement dated June 11, 1991.

IN WITNESS WHEREOF, the County and the Utility have executed this Bulk Wastewater Treatment Agreement on the date, month and year first above written.

[SEAL]

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

By [Signature]
Ted Pittman, Clerk
Sp: Rebecca S. Hawk

By [Signature]
Mike Wells, Chairman

WITNESSES:

[Signature]
[Signature]

MAD HATTER UTILITY, INC.

By [Signature]
President

x

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

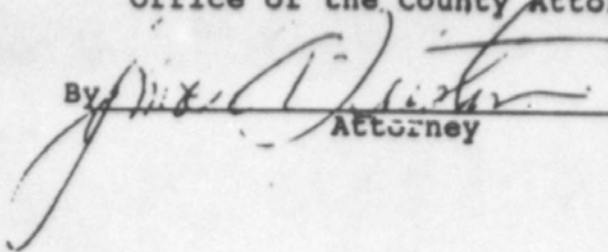
By  _____
Attorney

EXHIBIT I & 2
MAD HATTER UTILITY, INC.
FOXWOOD / TURTLE LAKES SYSTEM - RESIDENTIAL ONLY - FEBRUARY 11, 1992

Service Area	Phase	Platted Lots	Lots Paid	Lots Unpaid	Amount Due Per Unit
Foxwood System					
Foxwood	1	46	46	0	
	2	53	53	0	
	3	19	19	0	
	4	51	51	0	
Sub-Total		169	169	0	
Cypress Cove					
	1	33	33	0	
	2	87	87	0	
	3	22	2	20	\$1,579.00
Sub-Total		142	122	20	
Carpenter's Run					
	1	162	162	0	
	2	135	135	0	
	3	95	95	0	
	4A	50	50	0	
	4B	94	94	0	
Sub-Total		536	536	0	
Village On The Pond I		54	54	0	
Hidden Pond		64	0	64	\$826.00
Sub-Total / Foxwood		965	881	84	
Turtle Lakes System					
Turtle Lakes	1A	8	8	0	
	1	54	54	0	
	2	54	54	0	
	3	144	144	0	
	4	122	114	8	\$1,579.00
	5	65	65	0	
Sub-Total		447	439	8	
Twin Lakes					
	1	118	118	0	
	2	120	87	33	\$830.00
Sub-Total		238	205	33	
Woodridge					
	1	67	64	3	\$830.00
	2	23	3	20	\$830.00
Sub-Total		90	67	23	
Sub-Total / Turtle Lakes		775	711	64	
Grand Total		1740	1592	148	

Commercial Only

Carpenter's Run	Maximum	44 ERCs
Village Lakes Shopping Center	Maximum	63 ERCs

EXHIBIT 1 & 2
MAD HATTER UTILITY, INC.
BULK WASTEWATER AGREEMENT

CYPRESS COVE SUBDIVISION PHASE III
UNPAID SEWER

LOT 32 and 34 - Through 51

TWIN LAKES SUBDIVISION PHASE II
UNPAID SEWER

LOTS 88 - 120
Final 33 Lots ✓

WOODRIDGE SUBDIVISION
UNPAID SEWER

LOT 1, 3, 13, 14, 16, 17,
52, 53, 54, 55, 56, 79,
71, 70, 22, 31, 29, 28,
24, 25, 84, 85, and 87

TURTLE LAKES SUBDIVISION
UNPAID SEWER

LOT 100, 86, 82, 81, 55
60, 79

Missing one #

HIDDEN POND MULTI FAMILY

UNITS 64
Unnumbered

SK

MAD HATTER PROPOSED EXPANDED SERVICE AREA
PARCEL ANALYSIS

- A-4
 - Current use: Church
 - Land use: RES-6 (6 units/gross acre)
 - Approximately 4 acres = 24 units
- B-27
 - Lake Como property: Currently nudist colony development
 - Land use: RES-6 and RES-9 (6-9 units/gross acre)
 - Estimated acres: 200 acres, $200 \times 6 = 1,200$ units
- B-23
 - Rusch Plaza: Currently commercial strip mall, on septic tank with no drain field due to FDOT taking
 - Estimated to be 20 ERU'S
- B-24
 - Currently vacant property
 - Land use: Heavy Industrial and ROR (24 units/gross acre)
 - Estimated acreage: 60 acres, $60 \times 24 = 144$ units
- B-26
 - Currently vacant property
 - Land use: RES-9 (9 units/gross acre)
 - Acreage: 20 acres, $20 \times 9 = 180$ units
- B-25
 - Ash Property: Currently vacant (mostly wetlands)
 - Land use: RES-6 and RES-9
 - Total acres: Approximately 40 acres, $40 \times 6 = 240$ units
- C-9
 - Myrtle Lakes Baptist Church
 - Land use: RES-9 (9 units/gross acre)
 - Approximately 6 acres, $9 \times 6 = 54$ units
- C-8
 - Highland Oaks - Reiber Medical Center(?)
 - Land use: ROR (24 units/gross acre) and RES-6
 - Approximately 23 acres, $6 \times 23 = 138$ units
- C-6A
 - Currently vacant property
 - Land use: RES-9 (should be ROR)
 - Approximately 20 acres, $20 \times 9 = 180$ units

Total units allowed for all above-listed parcels are 2,180 units. Using a typical ERU flow of 200 gallons per day, total flow/treatment requirements would be for 436,000 gallons per day.



BULK WASTEWATER TREATMENT AGREEMENT
BETWEEN PARADISE LAKES, INC., AND PASCO COUNTY

THIS AGREEMENT, made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "COUNTY", and PARADISE LAKES UTILITIES, LIMITED, a Florida limited partnership, organized under the laws of the State of Florida, hereinafter referred to as "UTILITY".

W I T N E S S E T H:

WHEREAS, the UTILITY has received a certificate from the Florida Public Service Commission authorizing the provision of public sewer service to an area located in the southwest portion of the COUNTY pursuant to Chapter 367.041, Florida Statutes; and,

WHEREAS, the UTILITY has requested the COUNTY to provide such bulk wastewater treatment service for its existing customers and new customers of the Paradise Lakes system; and,

WHEREAS, subject to the conditions and limitations set forth herein, the COUNTY desires to provide bulk wastewater treatment services to Paradise Lakes for the purpose of offering centralized wastewater services from the Land O' Lakes Wastewater Treatment Plant; and,

WHEREAS, in conjunction with the requested service, the COUNTY desires to provide certain standards for the expansion of the UTILITY'S wastewater treatment system and certain requirements for the quality of wastewater delivered by the UTILITY to the COUNTY for treatment.

NOW, THEREFORE, in consideration of the premises which shall be deemed an integral part of this agreement and of the mutual covenants and conditions set forth herein, the COUNTY and UTILITY intending to be legally bound thereby, agree as follows:

Section I. Whereas Clauses.

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement.

Section II. Purpose.

It is the purpose and intent of this agreement to provide for central public sewer services to existing homes and structures and future homes and structures located in the certificated area of Paradise Lakes and to provide for additional assurances of timely payment to the COUNTY of all costs incurred in the provision of such service by the COUNTY, including, but not limited to, cost of operation and maintenance, debt service costs, capital costs, renewal and replacement costs, and expansion costs.

All terms and conditions contained herein shall be read and interpreted in a manner consistent with and in furtherance of this purpose and intent.

Section III. Bulk Wastewater Treatment Service.

A. Subject to the conditions and limitations set forth in this agreement, the COUNTY shall provide bulk wastewater treatment services in an amount of 100,000 gallons per day (annual average daily flow or "AADF") to Paradise Lakes. Such services shall be provided through an extension of the COUNTY'S collection system. The COUNTY shall use its best efforts to construct and complete the extension within twelve (12) months of the effective date of this agreement. Paradise Lakes shall be responsible for making the actual connection to the COUNTY'S force main. The location and type of connection to the COUNTY'S force main shall be approved by the COUNTY prior to the time the work is actually performed. Such work shall be supervised and directed by the COUNTY and must meet all applicable State and COUNTY standards. It shall be the responsibility of Paradise Lakes to furnish proof from its engineer to the COUNTY'S Assistant County Administrator (Utilities Services) and/or other appropriate members of the staff of the comparability and equivalency of all such material and standards of performance as previously mentioned.

1. Paradise Lakes agrees to reimburse the COUNTY for the cost of the line extension performed by the COUNTY. The amount of such reimbursement shall be Forty-Four Thousand and 00/100 Dollars (\$44,000.00) which shall be paid by Paradise Lakes to the COUNTY within thirty (30) days of the effective date of this agreement.

2. Paradise Lakes shall install, as part of its connection to the COUNTY system, an appropriate metering device(s) meeting COUNTY specification provided by Paradise Lakes, at Paradise Lakes' cost, at all points of connection which is acceptable to the COUNTY for the purposes of determining the amount of wastewater treatment services being provided by the COUNTY pursuant to this agreement. It shall be the responsibility of Paradise Lakes to pay all costs associated with the purchase and installation of such meter(s). The COUNTY shall own, operate, and maintain the meter(s), and the COUNTY shall have the absolute right of access for testing, reading purposes, and for any necessary repairs to maintain the integrity of the COUNTY'S wastewater collection system. Paradise Lakes shall also be provided reasonable access to the meter(s) for testing and reading purposes.

3. Meter Reading and Payments: The COUNTY will invoice Paradise Lakes on a monthly basis in accordance with meter readings taken. Paradise Lakes shall make payment based upon the meter readings within thirty (30) days after receipt of the invoice

from the COUNTY. In the event that the payment is not made within thirty (30) days after receipt of the invoice, Paradise Lakes agrees to pay interest or penalties as established from time to time in the COUNTY'S utility system service regulations on the outstanding balance until paid in full. Nothing contained herein, including the charging of interest, shall extend the due date for any payment and any failure to pay on or before the due date shall be considered a default under the terms of this agreement entitling the COUNTY to those remedies set forth in the default section including, but not limited to, termination of service. Paradise Lakes shall be liable for the costs of the purchase and installation of any additional meters or similar equipment or devices used to measure the amount of wastewater treated. In the event Paradise Lakes disputes the accuracy of any meter reading, it must notify the COUNTY within fifteen (15) days of billing and demonstrate through appropriate calibration testing that the meter is either not properly calibrated or is not functioning properly. All meter readings not disputed within fifteen (15) days of receipt by Paradise Lakes are final and not subject to dispute. In the event Paradise Lakes disputes the billing, it shall still pay the amount billed by the COUNTY unless the error is self-evident or obvious when compared to typical average usage and/or historical flows. If it is subsequently determined, in accordance with the procedure specified below, that the billing is in error, then Paradise Lakes will be reimbursed or credited for any difference within thirty (30) days of such determination. If Paradise Lakes demonstrates that the COUNTY'S meter is not working properly, then the COUNTY shall be responsible for the cost of testing, repair, or replacement. In the event of any unresolved dispute concerning the meter's performance or accuracy, the parties agree to mutually select an independent testing company qualified to perform appropriate tests upon the meter. The decision of this mutually selected testing company as to the meter's performance or accuracy shall be binding upon the parties. In the event the meter is determined to be accurate with the manufacturer's range of tolerance, then the cost of testing shall be paid by Paradise Lakes. If the meter is determined to be inaccurate and outside the range of tolerances, then the COUNTY shall pay for the cost of testing.

B. Monthly Service Rate: Paradise Lakes agrees to pay the COUNTY a service rate of Three and 11/100 Dollars (\$3.11) per thousand gallons of wastewater treated based upon the meter readings. This initial user service rate, including any or all components thereof, may be adjusted upward or downward by the Board of County Commissioners from time to time in accordance with the COUNTY'S rate-setting procedure.

C. Impact Fees:

1. Existing Development: A One and 00/100 Dollar (\$1.00) per thousand gallons capital recovery surcharge shall be charged by the COUNTY for wastewater flow treated from Paradise Lakes for existing development within the Public Service Commission certificated area of Paradise Lakes, Inc. Existing development for purposes of this agreement shall include all structures and development within the certificated area of Paradise Lakes, Inc., at the time of execution of this agreement regardless of whether such development is then receiving utility service from Paradise Lakes. This One and 00/100 Dollar (\$1.00) per thousand gallons capital recovery surcharge shall no longer be charged by the COUNTY after the twenty-fifth anniversary of this agreement and no additional impact fee or capital recovery surcharge shall be collected by the COUNTY under this agreement or any extension of said agreement for the 100,000 gallons per day (AADF).

2. New Development: Any new, previously uncommitted development within the Paradise Lakes service area shall pay an up-front impact fee to the COUNTY at the time a building permit is issued in an amount determined by multiplying the then current COUNTY impact fee by a fraction, the denominator of which is the original term of this agreement (twenty-five [25] years) and the numerator of which is the number of years which have elapsed since the execution of this agreement, rounded to the nearest .5 years. For example, if a permit for a new home is pulled within the third year of this agreement, the owner would pay the COUNTY an up-front impact fee determined as follows: $3/25$ times the then current wastewater impact fee for the COUNTY. The wastewater flow from the connection of new development shall also be subject to the One and 00/100 Dollar (\$1.00) per thousand gallons surcharge applicable to existing development under the same terms and conditions expressed above in Subparagraph C.1.

D. Excess Capacity: The COUNTY agrees to treat wastewater in excess of 100,000 gallons per day (AADF) pursuant to this agreement provided sufficient unused and uncommitted capacity is available at the Land O' Lakes Wastewater Treatment Plant, as determined by the COUNTY, and all appropriate permits have been obtained by Paradise Lakes from State regulatory agencies. Paradise Lakes and the COUNTY agree that the impact fee for such excess capacity shall be the same as the impact fee for new development as set forth in C.2. above.

E. Discharge Regulations: Paradise Lakes agrees to abide by the Pasco County Code of Ordinances including the Regulations for Discharge to Pasco County Wastewater System in its entirety and as it may be changed from time to time by requirement of Federal or State authorities and/or by the COUNTY. In the event a customer of Paradise

Lakes violates the COUNTY'S discharge regulations, then that customer shall be responsible for any cost incurred by the COUNTY for the violation, including any fine levied by any regulatory agency. Furthermore, Paradise Lakes agrees to cooperate with the COUNTY in any effort to detect and correct violations of the discharge regulations.

F. Coordination of Flows: Paradise Lakes will cooperate in every possible way with the COUNTY to coordinate flows into the plant so that they shall not exceed the permitted per-day maximum for the plant. However, both the COUNTY and Paradise Lakes agree that the ability of Paradise Lakes to control flows for any significant length of time is substantially limited due to the absence of any storage capacity in its wastewater system.

G. Service Commitment: The COUNTY shall use its best efforts to provide the treatment capacity needed by Paradise Lakes to service its customers. However, the COUNTY shall not be liable in damages to Paradise Lakes as a result of its inability to provide sewer services pursuant to this agreement when such inability is attributable to equipment failure, regulatory restrictions, or uncontrollable circumstances and the customers of Paradise Lakes are being affected and treated in a similar manner as customers of the COUNTY within the area served by the Land O' Lakes Wastewater Treatment Plant. The COUNTY further agrees with respect to the 100,000 gpd AADF that it will not discriminate in favor of its own retail customers in the provision of service to the customers of Paradise Lakes. In the event substantial flooding within the Paradise Lakes service area, arising as a result of a natural disaster as determined by the COUNTY, significantly increases flows of Paradise Lakes above the AADF, then the parties agree appropriate billing adjustments will be made.

H. Public Sewer Collection System: Paradise Lakes shall, at its expense:

1. Purchase, install, repair, or maintain its entire wastewater collection system, including all sewer lines, pump stations, and other facilities and appurtenances that may be necessary in order to tap into or make connections with the COUNTY'S wastewater system.

2. Cause to be conducted all investigations and testing that may be required in order for Paradise Lakes to tap into said system, including all design, construction, repair, and maintenance of said connection equipment.

3. Cause all sewer lines, pump stations, and all other facilities required for the connection to the COUNTY system to be repaired and maintained in accordance with appropriate COUNTY standards and specifications.

I. Permits: Paradise Lakes shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies having regulatory authority of Paradise Lakes' public sewer collection system. The COUNTY shall have the same responsibility as to its sewer system.

Section IV. General Provisions.

A. These conditions are binding upon the successors and assignees of the parties hereto. Whenever one (1) party gives notice to the other party concerning any of the provisions of this agreement, such notice shall be given by certified mail, return receipt required. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

PASCO COUNTY:	County Administrator West Pasco Government Center, S-340 7530 Little Road New Port Richey, FL 34654
---------------	--

PARADISE LAKES UTILITIES, LIMITED:	Fred J. Bischoff Paradise Lakes, Inc. Post Office Box 750 Land O' Lakes, FL 34639
---------------------------------------	--

These addresses may be changed by giving notice as provided for in this paragraph.

B. No waiver of breach of any of the terms of this agreement shall be construed to be a waiver of any succeeding breach.

Section V. Default.

If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this agreement, then the nondefaulting party shall give written notice to the defaulting party specifying the nature of the default. If the defaulting party does not cure the default within thirty (30) days after the date of written notice, then this agreement, at the option of the nondefaulting party, shall terminate. In the event the COUNTY elects to terminate pursuant to this section, such termination shall include the cessation of bulk wastewater services. Neither party shall be relieved of liability to the other for damages sustained by virtue of any party wrongfully exercising this provision. This paragraph is not intended to replace any other legal or equitable remedies available to any nondefaulting party under Florida law, but it is in addition thereto. Notwithstanding the foregoing, any failure to make timely payments shall be considered a material default under the terms of this agreement without the necessity for any written notice to Paradise Lakes.

Section VI. Utility System Charges.

Paradise Lakes shall fix, revise, maintain, and collect such fees, rates, rentals, or other charges for the use of the products, services, and facilities of its utility system as shall be necessary to fund the timely payment of its respective obligations and liabilities under this agreement. Paradise Lakes shall maintain its utility system operation and maintenance accounts throughout the term of this agreement for the purpose of paying its obligations and liabilities hereunder. The COUNTY agrees that any increase in the bulk wastewater treatment rate chargeable to Paradise Lakes shall not take effect until the COUNTY has provided Paradise Lakes with at least ninety (90) days written notice of said increase.

Section VII. Miscellaneous Provision.

A. In the event the parties' performance of this agreement, other than the payment of money, is prevented or interrupted by consequence of an act of God, or of the public enemy, or national emergency, allocation, or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping, transmission, or other facilities, governmental rules or acts or orders or restrictions of regulations or requirements, acts or actions of any government, except the COUNTY, or public or governmental authority, commission, board, agency, official, or officer, or judgement or a restraining order or injunction of any court, the party shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that the party is diligently attempting to perform.

B. The parties hereto agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take other actions as may be reasonably required to carry out the intent of this agreement.

C. This agreement shall not be considered an obligation on the part of the COUNTY to perform in any way other than as indicated herein. The COUNTY shall not be obligated under the terms of this agreement to treat additional wastewater from Paradise Lakes from areas outside of its certificated area or areas which are not presently served by Paradise Lakes unless the COUNTY issues written notification that it does not object to such additional service. Paradise Lakes' service area is more specifically identified on Exhibit "A" attached hereto and incorporated herein by reference.

D. This agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto and the provisions hereof shall constitute covenants running with the land for the benefit of the heirs, representatives, and assigns of the party. However, this agreement shall not be assigned by Paradise Lakes without the express permission of the COUNTY; however, such consent shall not be unreasonably withheld by the COUNTY.

E. In the event the COUNTY ever elects to exercise its power of eminent domain for the purpose of acquiring all, or any part, of the utility system which may be owned by Paradise Lakes, the COUNTY will not be required to pay Paradise Lakes for any value which might be attributable to the services provided by the COUNTY under the terms of this agreement. In other words, such services provided by the COUNTY under this agreement shall have no residual value in the event the COUNTY seeks to condemn all, or any part, of Paradise Lakes' system. This shall not be construed as a waiver of any defense, including the defense of lack of authority, Paradise Lakes may have to such an action by the COUNTY or to any claim for compensation as an ongoing business concern. Furthermore, the COUNTY agrees that the existence of this agreement shall not be used to reduce the value of Paradise Lakes, Inc., as an ongoing business concern.

F. Term: This agreement shall have a term of twenty-five (25) years commencing on the date of execution of this agreement. Upon approval of the COUNTY, Paradise Lakes shall have the right to renew this agreement for an additional twenty-five (25) years. Paradise Lakes shall notify the COUNTY within six (6) months prior to the expiration of the initial term of the decision to renew and the COUNTY agrees that its approval of such renewal shall not be unreasonably withheld.

G. Paradise Lakes agrees that immediately upon execution by the COUNTY of the Bulk Wastewater Agreement, Paradise Lakes will file the same with the Florida Public Service Commission and, in the event Commission approval is required, Paradise Lakes shall use its best faith efforts to obtain such approval. Notwithstanding any other provision of this agreement, in the event the Commission's approval of this agreement is required prior to its effectiveness, the same must be approved in its entirety as a condition precedent to the COUNTY'S obligations hereunder.

H. Each party acknowledges that it has played an equal role in drafting this agreement and, as a result, in the event of any ambiguity contained herein, the same shall not be construed against or in favor of either party.

IN WITNESS WHEREOF, the parties hereto have hereunto placed their respective hands and seals this _____ day of _____, 19____.

(SEAL)

ATTEST:

BY: Connie Schroeder, SC
JED PITMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Sylvia Young
11/07/85 SYLVIA YOUNG, CHAIRMAN
PARADISE LAKES UTILITIES, LIMITED

WITNESSES:

Pat Robertson
Thomas M. Snyder

BY: Fred J. Bickhoff

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

BY: [Signature]
ATTORNEY

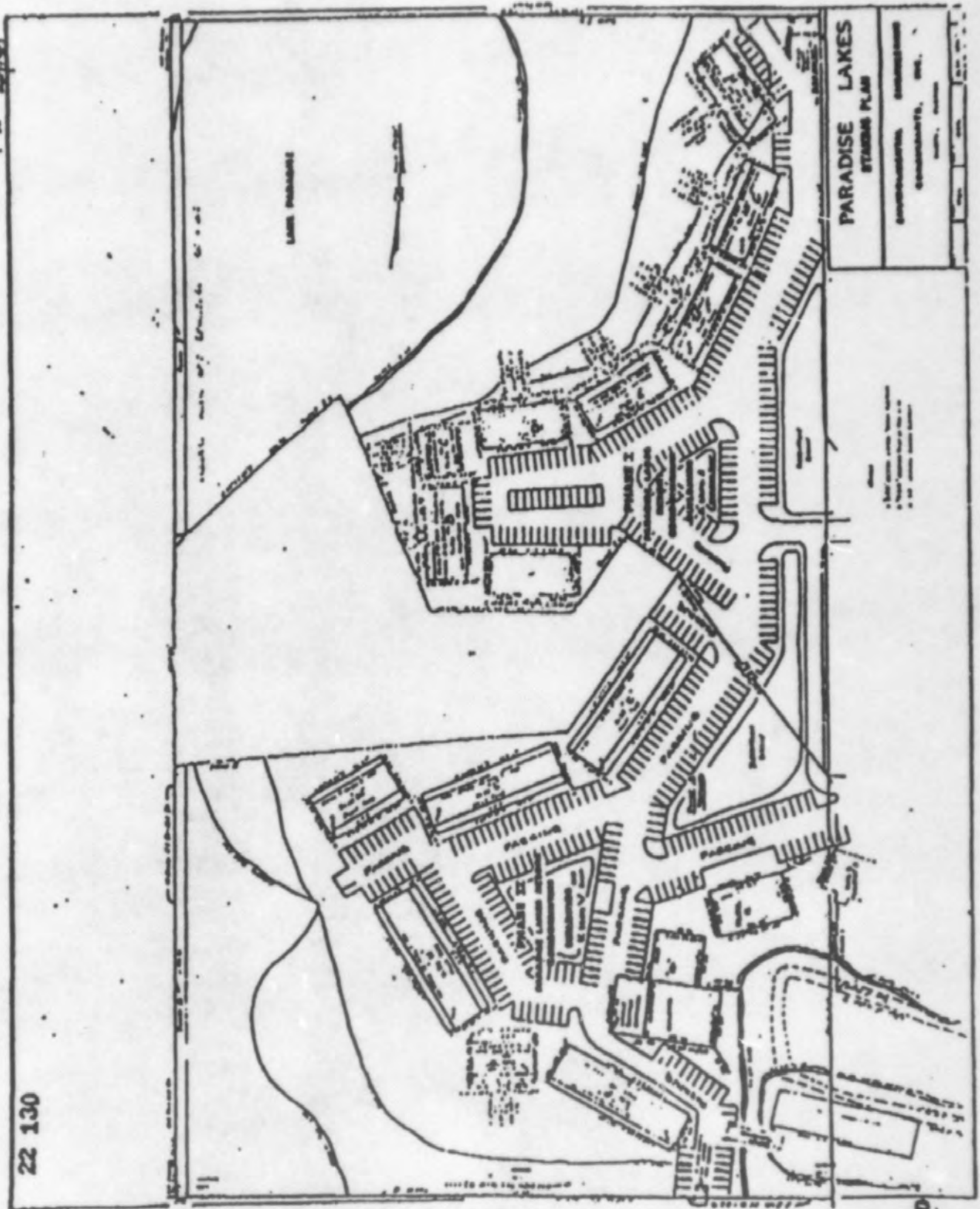
EXHIBIT "A"

LEGAL DESCRIPTION

18-26-35-00010-001.00-001.0

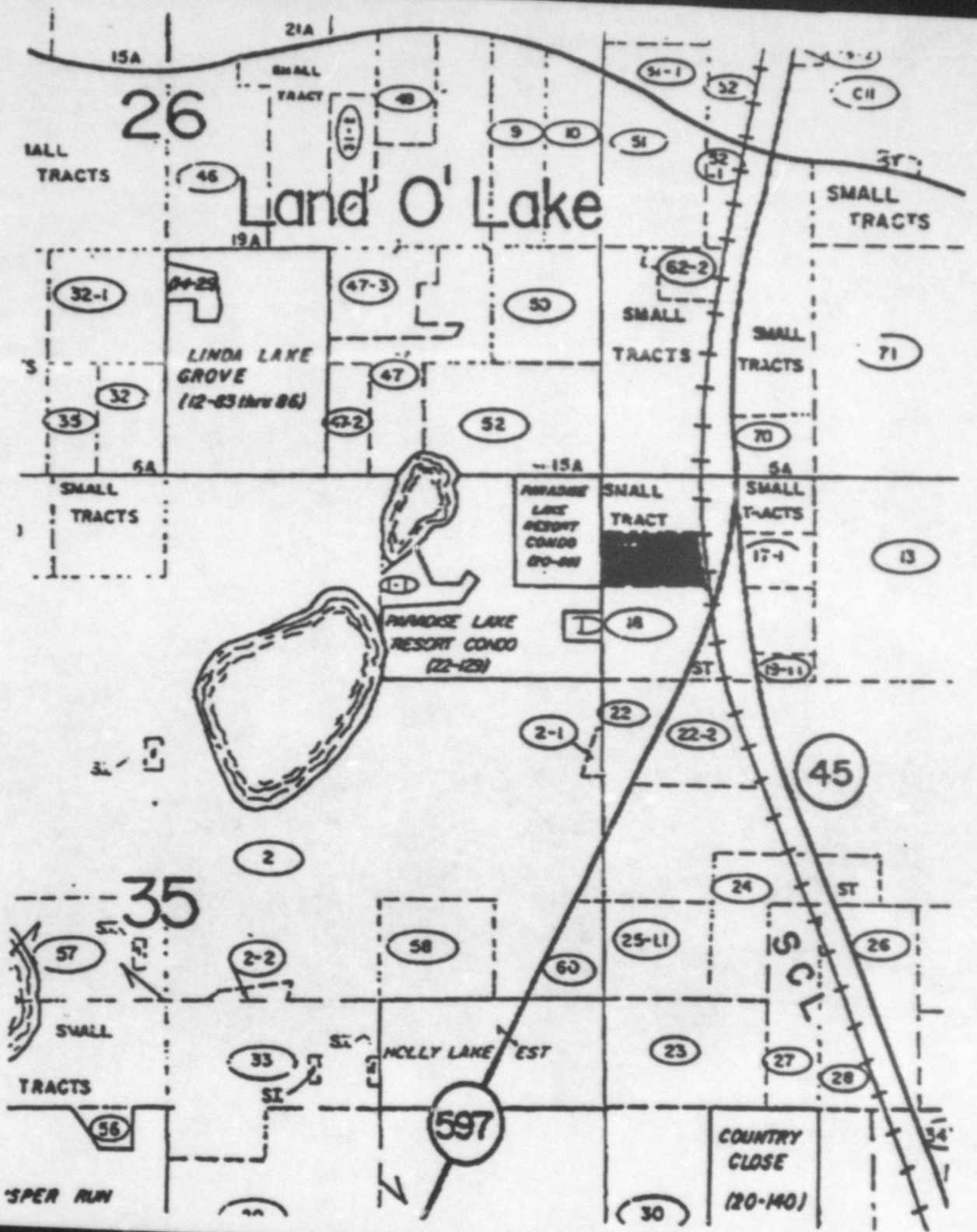
Com SE cor of NE¼ of NE¼ thence N 88°48min04" W 552' N00°18min59" W 575'
for POB thence S89°05min01" W 461.67' thence N00°42min28" W 22.45' thence
N47°53min01" E 274.90' thence S22°39min59" E 265' thence S89°30min59" E
E 104.5' thence S52°48min04" E 70' thence S37°11min56" W 213.5' to POB LESS
that part lying below high watermark of Deep Lake and LESS any property
W of E line Lake Como, O.R. Book 1077, Page 1433.

OVERALL SITE PLAN

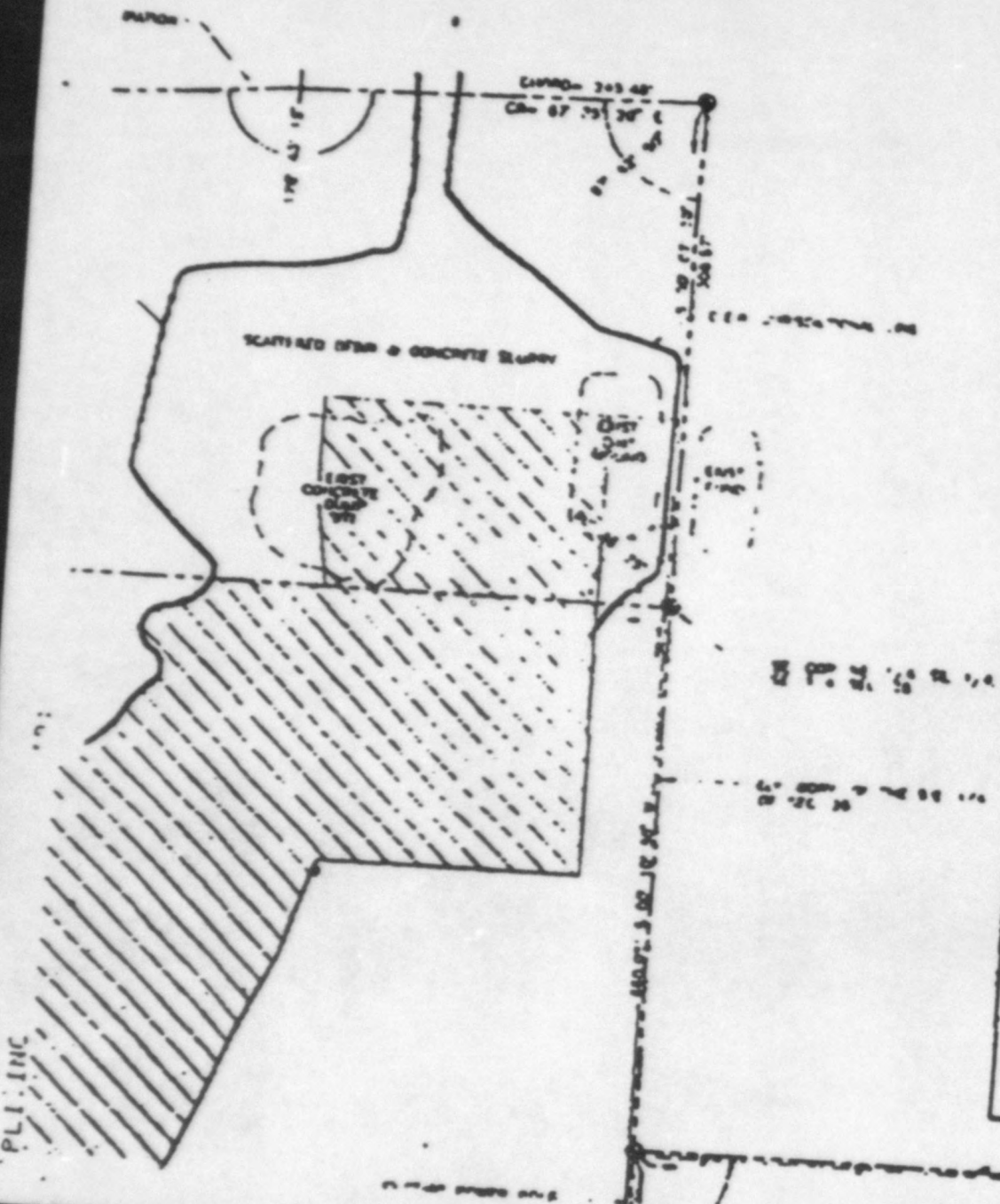


22 130

3160



SPER RUN



LOCAL DESCRIPTION PARCEL A
 THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT
 PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26,
 TOWNSHIP 28 SOUTH RANGE 18 EAST, PALM BEACH COUNTY, FLORIDA, LYING SOUTH AND EAST OF
 LEONARD ROAD AS NOW ESTABLISHED, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 26, THENCE RUN NORTH 87° 47' 40"
 WEST, 1,468.71 FEET ALONG THE WESTERLY BOUNDARY LINE OF THE SOUTHWEST 1/4 OF
 SAID SECTION 26, THENCE ALONG THE APPROXIMATE CENTERLINE OF SAID LEONARD ROAD, 83.00
 FEET ALONG THE ARC OF AN 800.00 FOOT RADIUS CURVE CONVEYED TO THE LEFT, BOUNDARY
 BY A CHORD DISTANCE OF 86.63 FEET, BEARING NORTH 56° 34' 10" EAST, THENCE NORTH
 72° 30' 00" EAST, 78.81 FEET, BEARING 184° 11' 19.1" ALONG THE ARC OF A 800.00 FOOT
 RADIUS CURVE CONVEYED TO THE RIGHT, BEING HEADED BY A CHORD DISTANCE OF 181.40 FEET,
 BEARING NORTH 31° 07' 37" EAST, THENCE NORTH 30° 00' 45" EAST, 48.00 FEET,
 THENCE DEPARTING FROM SAID CENTERLINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF
 THE SOUTHWEST 1/4 OF SAID SECTION 26, BEARING SOUTH 10° 10' 30" WEST, 880.01 FEET
 ALONG THE APPROXIMATE CENTERLINE OF SAID SECTION 26 TO THE POINT OF BEGINNING
 BEING 0.759 ACRES MORE OR LESS
 SUBJECT TO ROAD RIGHTS HEREON FOR LEONARD ROAD

SURVEY PROVIDED BY
 GLOBAL ENGINEERING AND MAPPING CO., INC
 7301 SOUTH ROAD
 NEW PINE HAVEN, FL 33410
 DATE OF SURVEY 11/24/88

CURVE DATA

NO. ①	RADIUS	800.00'
	ARC	83.03'
	CHORD	86.63'
	CHORD BEARING	N 56° 34' 10" E
NO. ②	RADIUS	800.00'
	ARC	181.11'
	CHORD	183.40'
	CHORD BEARING	N 31° 07' 37" E

LOCAL DESCRIPTION PARCEL B
 THAT PART OF THE WESTWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SEC 26,
 TWP 28N, R18E, PALM BEACH CO. FLA., MORE PARTICULARLY DESCRIBED AS FOLLOWS

SURVEY PROVIDED BY
 GLOBAL ENGINEERING AND MAPPING CO., INC
 7301 SOUTH ROAD
 NEW PINE HAVEN, FL 33410
 DATE OF SURVEY 01/14/88

LOCAL DESCRIPTION PARCEL C
 THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26,
 TOWNSHIP 28 SOUTH RANGE 18 EAST, PALM BEACH COUNTY, FLORIDA, LYING WEST OF LEONARD ROAD
 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 26, THENCE RUN NORTH 6° 27' 27" WEST,
 129.91 FEET ALONG THE WEST BOUNDARY LINE OF SAID SECTION 26, THENCE SOUTH 87° 34' 34"
 EAST 430.00 FEET, THENCE 180.70 FEET ALONG THE ARC OF A 5770.00 FOOT RADIUS CURVE CON-
 VEYED TO THE LEFT, BOUNDARY BY A CHORD DISTANCE OF 180.70 FEET BEARING SOUTH 87° 34'
 34" WEST, ALONG THE WESTERLY BOUNDARY LINE OF THE SEABOARD COASTLINE RAIL-
 ROAD AS NOW ESTABLISHED, THENCE SOUTH 87° 30' 00" WEST, 181.44 FEET ALONG THE WESTERLY
 BOUNDARY LINE OF SAID ROAD NO 370, THENCE NORTH 87° 40' 00" WEST, 207.61 FEET
 ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 26 TO THE POINT OF BEGINNING.
 CONTAINING 4.704 ACRES MORE OR LESS

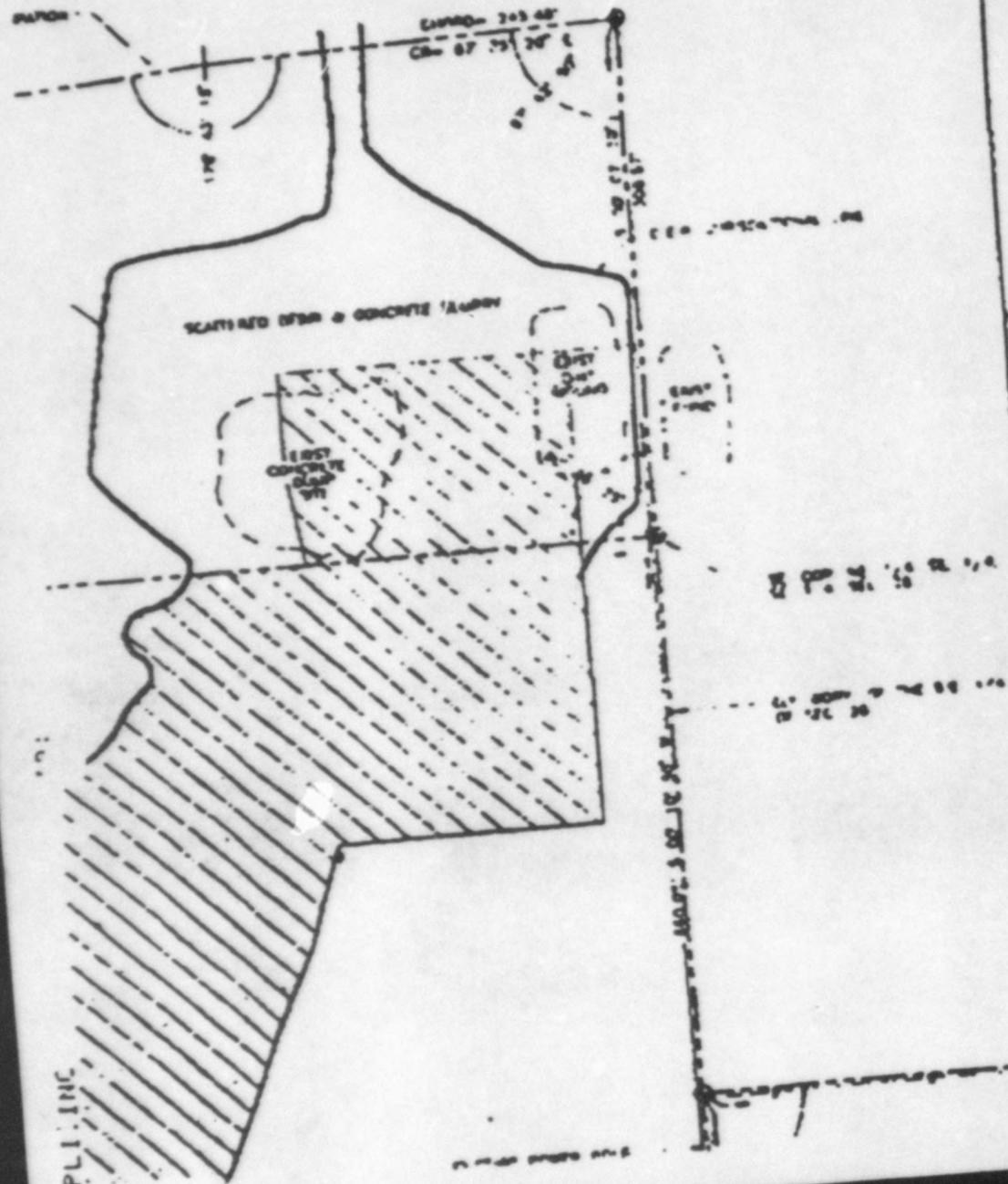
SURVEY PROVIDED BY
 GLOBAL ENGINEERING AND MAPPING CO., INC
 7301 SOUTH ROAD
 NEW PINE HAVEN, FL 33410
 DATE OF SURVEY 07/15/88

CURVE DATA

NO. ①	RADIUS	5770.00'	NO. ②	RADIUS	5770.00'	NO. ③	RADIUS	5770.00'
	DELTA	7° 15' 00"		DELTA	1° 30' 41"		DELTA	1° 40' 00"
	ARC	770.05'		ARC	180.70'		ARC	180.70'
	CHORD	370.00'		CHORD	180.70'		CHORD	180.70'
	TANGENT	180.35'		TANGENT	70.35'		TANGENT	81.00'

BEING THE LINE OF THE S 1/2 OF SEC 26
 S 1/4 OF THE S 1/2 OF SEC 26
 180° 00' 00" W 180.70' E
 180° 00' 00" W 180.70' E
 180° 00' 00" W 180.70' E
 180° 00' 00" W 180.70' E

P.L.E. INC



LEGAL DESCRIPTION PARCEL A

THAT PART OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE
 PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20,
 TOWNSHIP 20 SOUTH, RANGE 18 EAST, PALM BEACH COUNTY, FLORIDA, LING. SOUTH AND EAST OF
 11-MILE ROAD, AS NOW ESTABLISHED, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 20, THENCE RUN NORTH BY 47° 40'
 WEST, 1,400.70 FEET ALONG THE SOUTHWEST BOUNDARY LINE OF THE SOUTHWEST 1/4 OF
 SAID SECTION 20, THENCE ALONG THE APPROXIMATE CENTERLINE OF SAID LEASING ROAD, 83.00
 FEET ALONG THE ARC OF AN 80.00 FEET RADIUS CURVE CONCEALED TO THE LEFT, SUBTENDED
 BY A CHORD DISTANCE OF 26.67 FEET, BEARING NORTH 56° 34' 10\"/>

SURVEY PROVIDED BY
 GLOBAL ENGINEERING AND MAPPING CO., INC
 2701 SOUTH ROAD
 WEST PALM BEACH, FL 33410
 DATE OF SURVEY 11/24/88

CURVE DATA

NO	1	RADIUS	80.00'
ARC		83.00'	
CHORD		26.67'	
CHORD BEARING		N 56° 34' 10\"/>	
NO	2	RADIUS	800.00'
ARC		184.11'	
CHORD		183.00'	
CHORD BEARING		N 37° 07' 37\"/>	

LEGAL DESCRIPTION PARCEL B

THAT PART OF THE WESTWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SEC 20,
 TOWNSHIP 20 SOUTH, RANGE 18 EAST, PALM BEACH COUNTY, FLORIDA, WEST OF 11-MILE ROAD

SURVEY PROVIDED BY
 GLOBAL LAND SURVEYING
 2701 SOUTH ROAD
 WEST PALM BEACH, FL 33410
 DATE OF SURVEY 01/14/88

LEGAL DESCRIPTION PARCEL C

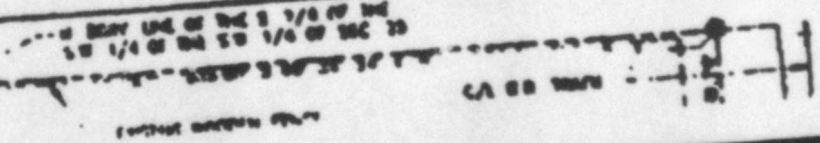
THAT PART OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20,
 TOWNSHIP 20 SOUTH, RANGE 18 EAST, PALM BEACH COUNTY, FLORIDA, WEST OF 11-MILE ROAD
 AND EAST OF THE PARCELS, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 20, THENCE RUN NORTH BY 47° 27' WEST,
 129.01 FEET ALONG THE WEST BOUNDARY LINE OF SAID SECTION 20, THENCE SOUTH BY 34° 30'
 EAST, 435.00 FEET, THENCE 180.76 FEET ALONG THE ARC OF A 577.00 FEET RADIUS CURVE CON-
 CEALED TO THE LEFT, SUBTENDED BY A CHORD DISTANCE OF 188.75 FEET WHICH BEARS SOUTH
 7° 11' 10\"/>

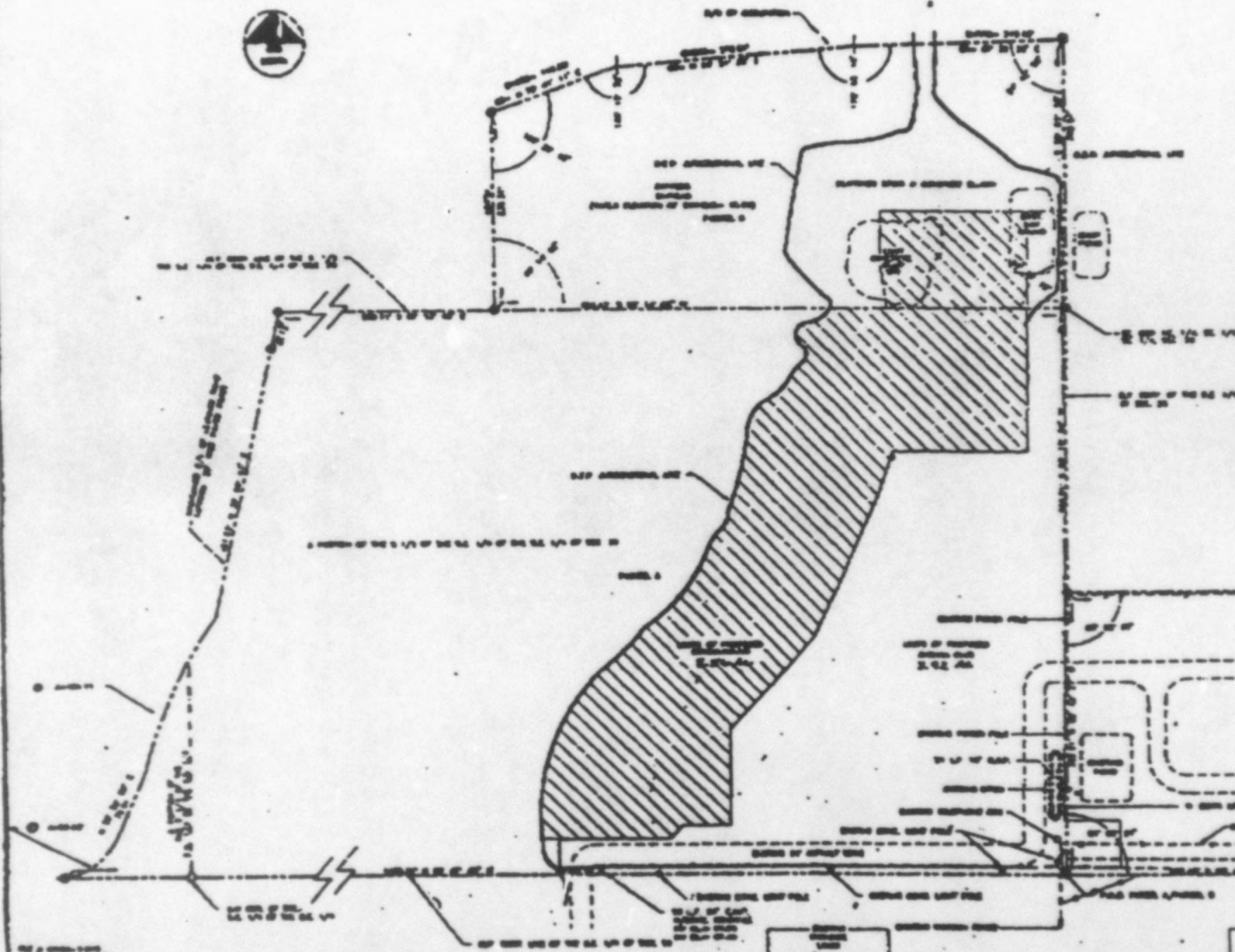
SURVEY PROVIDED BY
 GLOBAL ENGINEERING AND MAPPING CO., INC
 2701 SOUTH ROAD
 WEST PALM BEACH, FL 33410
 DATE OF SURVEY 07/15/88

CURVE DATA

NO	1	RADIUS	577.00'	NO	3	RADIUS	577.00'
ARC		188.75'	DELTA			1° 40' 00"	
CHORD		188.75'	ARC			188.75'	
TANGENT		188.75'	CHORD			188.75'	
			CHORD BEARING			S 81° 00' 00\"/>	



P.L.E. INC



THIS DOCUMENT IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

DATE OF SURVEY: 11/19/00

DATE OF PLAN: 11/19/00

SCALE: AS SHOWN

DATE OF SURVEY: 11/19/00

DATE OF PLAN: 11/19/00

SCALE: AS SHOWN

DATE OF SURVEY: 11/19/00

DATE OF PLAN: 11/19/00

SCALE: AS SHOWN

NO. 1			
NO. 2			
NO. 3			
NO. 4			
NO. 5			
NO. 6			
NO. 7			
NO. 8			
NO. 9			
NO. 10			

Engineer's Certification

 Date: _____

ENVIRONMENTAL ENGINEERING CONSULTANTS, INC.
 CIVIL, GEOTECHNICAL AND ENVIRONMENTAL SERVICES
 600 WEST 100TH STREET - SUITE 1000 - MINNAPOLIS, MINN. 55426
 (612) 833-7000

EXISTING BOUNDARY & SURVEY INFORMATION

PARADISE LAKES INC.
 PARADISE LAKES - PHASE II
 CIVIL AND CONSTRUCTION DESIGN
 DATE: 11/19/00

NO.	DATE	REVISION
1	11/19/00	ISSUED FOR PERMIT

PARADISE LAKES CABANA CLUB

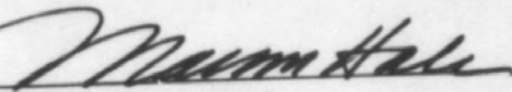
CERTIFICATE OF SERVICE

960576-WS

DOUGLAS BRAMLETT

I HEREBY CERTIFY that a true copy hereof has been served upon Roseanne Capeless, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, FL 32399-0863, and F. Marshall Deterding, Rose Sundstrum & Bentley, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301, this 17 day of March, 1997.

JOHNSON, BLAKELY, POPE,
BOKOR, RUPPEL & BURNS, P.A.

By: 

MARION HALE
Post Office Box 1368
Clearwater, FL 34617
(813) 461-1818
Attorneys for Pasco
County

0121802.01

DN 02809-97
3/18/97