

FLORIDA CITIES WATER COMPANY

April 14, 1999

89 APR 15 10 04

Ms. Blanca Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Filing of Service Agreements
Florida Cities Water Company - North Fort Myers Division

Dear Ms. Bayo:

Pursuant to Section 25-30.550, F.A.C., enclosed is a copy of the service availability contract between Florida Cities Water Company (FCWC) - North Fort Myers Division and the following contributor:

Date signed; agreement no.; project no.	Service location and contributor	Capacity this agreement			
		Water		Wastewater	
		ERC	gpd	ERC	gpd
4/13/99 LC-99-12 10-99-13	Orange Grove Center, NE corner of Hancock Braidge Parkway and Orange Grove Blvd.; Orange Grove Center LC	40.8	12,240	39.8	9,950

Please call should you have questions or require additional information.

FLORIDA CITIES WATER COMPANY



R. Susan Morandi, E.I.
Assistant Manager
Engineering and Construction

Enclosures - 1 Developers agreement

FA _____
DP _____
AF _____ cc: R. Dick, w/out enclosure
MU _____ W. Schiefelbein
TR _____
AG _____
EG _____ FLORIDA CITIES WATER COMPANY
MAS _____ 4837 Swift Road, Suite 100
JPC _____ Sarasota, Florida 34231
RRR _____ Telephone (941)925-3088
SEC _____ FAX (941)924-7203
NAW _____
DTH _____ A Unit of Avatar Utilities Inc.

DOCUMENT NUMBER-DATE

04856 APR 16 89

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FPSC-RECORDS/REPORTING

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of March, 1999 by and between **Orange Grove Center LC**, with its principal place of business at 24840 Brunt Pine Drive, Bonita Springs, FL 34134 (hereinafter referred to as "Developer"), and **FLORIDA CITIES WATER COMPANY**, a Florida Corporation, with its principal place of business at 4837 Swift Road, Suite 100, Sarasota, Florida, 34231 (hereinafter referred to as "Company").

WITNESSETH

WHEREAS, Company is the owner of a Water/Wastewater Certificate of Public Convenience and Necessity granted by the Florida Public Service Commission in certain areas of Lee County, Florida; and

WHEREAS, Developer is desirous of receiving water and wastewater service for its proposed development located within Company's service area, more particularly described as follows:

Orange Grove Center

Northeast corner of Hancock Bridge Parkway and Orange Grove Blvd.

40.8 Water Equivalent Residential Dwelling Connections (ERC's)

39.8 Wastewater Equivalent Residential Dwelling Connections (ERC's)

LEGAL DESCRIPTION

See Exhibit "A" Attached

NOW THEREFORE, in consideration of the premises and for value received, and in consideration of the covenants of this Agreement, it is mutually agreed by and between the parties hereto as follows:

1. Developer will, at its cost and expense, furnish the necessary engineering, engineering services, labor and materials, install necessary lines and appurtenances and obtain all necessary easements and permits as required to provide service to and throughout Developer's property.
2. Upon completion of construction of the water and wastewater lines and appurtenances by Developer, same will be inspected by Company and, upon determination by Company that they have been properly installed in accordance with the approved plans and specifications, service will be provided to the property. Company approval will not be unreasonably withheld or delayed.
3. It is agreed that all facilities constructed within the service area of Company, or within a granted easement area, shall be deemed to be owned by Company when installed and approved.

without the need of any separate instrument of conveyance. Furthermore, Developer shall, without the requirements of a separate written request of Company, confirm such conveyance of title to those facilities installed in the service areas of Company by the execution and delivery of appropriate bills of sale, including copies of paid invoices and instruments of conveyance, free of all liens and encumbrances incurred by Developer. After title to the facility is vested in Company as aforesaid, all responsibility for the repair and maintenance of such facilities shall be borne by Company, provided that any construction warranties by Developer in connection with the installation thereof shall, to the extent assignable, be assigned to Company for its benefit.

4. Coincident with delivery of the Bill of Sale or other conveyance from Developer to Company with respect to the facilities constructed in accordance with this contract, there shall be delivered to the Company with reference to the facilities referred to in such Bill of Sale or conveyance the following:

a. Reproducible mylars, plans, engineer's reports surveys, plats, property records, easements, permits and agreements and other information pertaining to the facilities so conveyed.

b. In addition to certified record drawings from the Project Engineer of Record, there shall be provided "As Built" drawings and engineering surveys as taken from engineering inspections of construction while in progress. Such certified drawings and "As Built" information must be certified by the Engineer of Record.

5. It is mutually understood and agreed that Company is a public utility and that its rights and obligations, specifically including rates and other charges hereunder, shall be subject to all applicable orders, rules and regulations of lawful regulatory commissions or regulatory authorities that may have jurisdiction.

6. Developer agrees to pay, upon the execution of this Contract, an approved system capacity charge to Company for each residential equivalent dwelling unit as determined by the Company for connecting its water and wastewater lines to the utility system of Company. The current approved system capacity charges are \$625.00 per ERC's for Water and \$1800.00 Per ERC's for Wastewater plus applicable fees as outlined in paragraph 11 of this agreement.

7. Developer has been advised, and is fully aware, that the above-mentioned system capacity charges may not be the total system capacity charges to be paid by Developer to Company for the units covered under this Agreement. The amount of system capacity charges payable for each unit is determined as of the date that actual connection to Company's system is accomplished. "Connection" is accomplished when the following steps are completed: The underground system to be constructed by Developer has been completed and has been accepted by Company; and certificates of occupancy have been issued for the buildings contemplated hereunder and those buildings have been connected to the water and wastewater system of the Company. Units or buildings not satisfying the above criteria at the time of an increase by appropriate regulatory

authorities in Company's system capacity charges shall be subject to the difference, at the time of regulatory approval of the increased charges, between the amount paid hereunder and the increased charges.

8. Company will provide water and wastewater service and connect additional customers to the lines and facilities constructed by the Developer and deeded to the Company in accordance with its approved rates, rules and regulations.

9. It is further understood and agreed that the limitation on residential equivalent dwelling units to be connected to the Company's utility facilities from the proposed lines and facilities within the area aforesaid shall be determined by Company. Additional usage required by Developer over and above that required to serve the herein proposed development cannot be obtained without proper approval of Company.

10. Company's commitment to serve Developer's property is limited by this Agreement to **40.8 Water and 39.8 Wastewater Equivalent Residential Dwelling Connections**. Service to additional equivalent residential connections are subject to separate agreement.

11. Developer agrees to pay guaranteed revenues in an amount determined by the Florida Public Service Commission or other appropriate regulatory agencies, per unit per month, until such time as water meters are set on the respective lot or building. At that time, the entity or individual requesting the setting of the water meter and receipt of water service shall begin in accordance with the rules, regulations and tariffs of the Company to pay the base unit charge on that unit or those units. It is recognized that the guaranteed revenue charge referred to in this paragraph is necessary in light of the fact that Company may be in the position of owning and maintaining the underground facilities donated to it under the terms of this Agreement for an extensive period of time without all or many of the units covered hereunder producing revenue.

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement constitutes the entire understanding and agreement between the parties relevant to the matters referred to herein. No additions, deletions, modifications or other changes of this Agreement shall have any force or effect, or be of any validity unless made in writing and executed by and between the parties with the same formality as this Agreement.

13. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been fully given if delivered or mailed, first class postage prepaid.

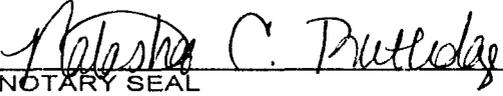
14. It is further understood and agreed that if either party fails to comply with the term of this Agreement or any subsequent modifications, the party found to be in noncompliance by a court of competent jurisdiction including but not limited to any local, state or federal administrative body shall pay all costs, expenses, reasonable attorney's fees connected with the interpretation and/or enforcement of this Agreement and/or modifications thereon, including but not limited to any and all appellate proceedings as a results thereof.

IN WITNESS WHEREOF, DEVELOPER and COMPANY have caused these presents to be executed in their respective names by their proper officers and their corporate seals to be hereunto affixed by their proper officers the day and year first above written.

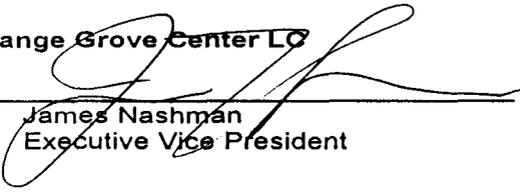
Signed, sealed and delivered
in our presence as witnesses:



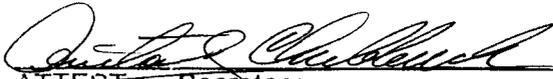
Natasha C. Rutledge
MY COMMISSION # CC677015 EXPIRES
September 2, 2001
BONDED THRU TROY FAIR INSURANCE, INC.



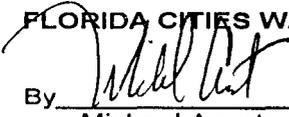
NOTARY SEAL

Orange Grove Center LC
By 

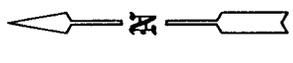
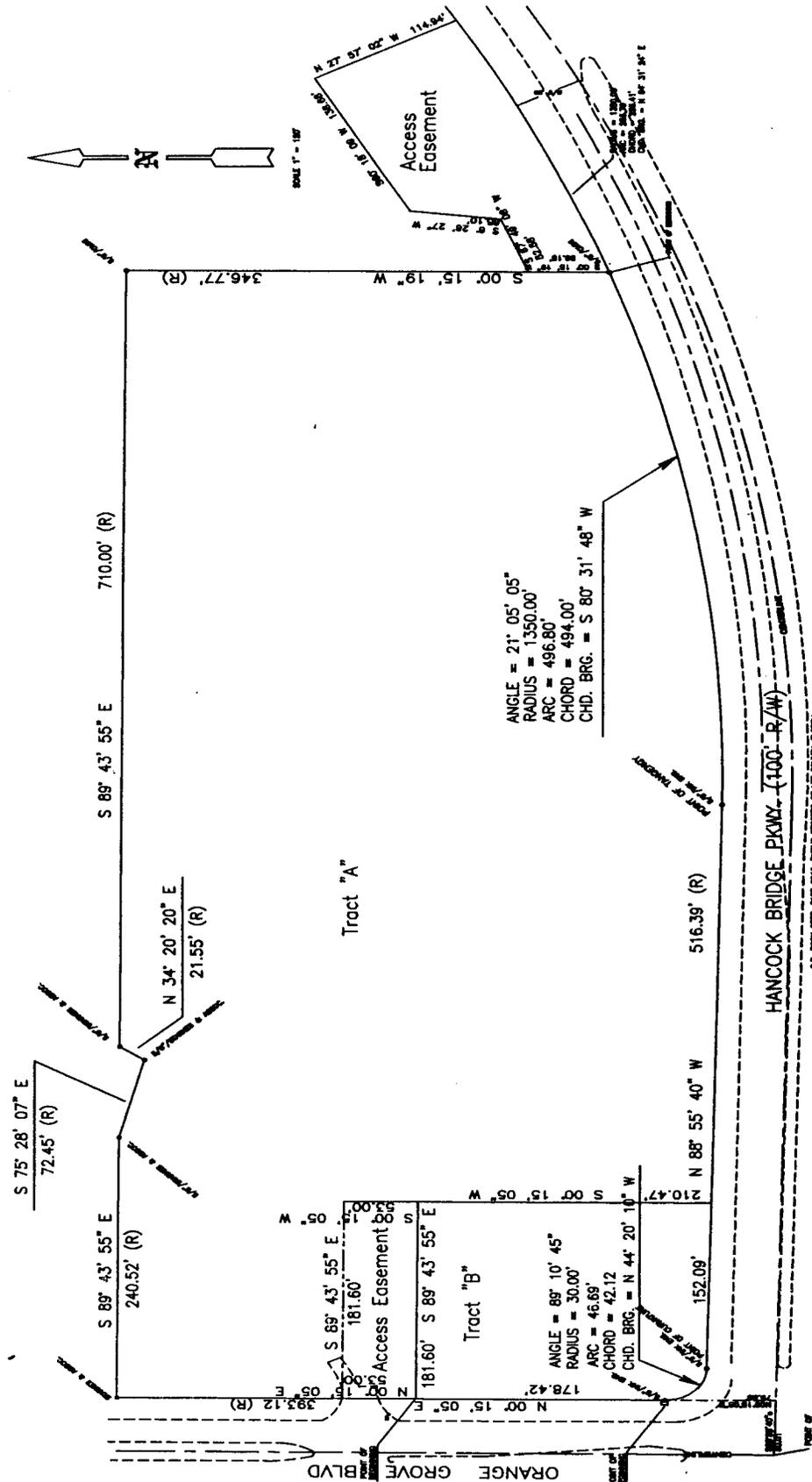
James Nashman
Executive Vice President



ATTEST. Secretary

FLORIDA CITIES WATER COMPANY
By 

Michael Acosta, P.E.
Vice President
Engineering & Operations



SCALE 1" = 100'

Access Easement

Tract "A"

Tract "B"

HANCOCK BRIDGE PKWY. (100'-R/W)

ORANGE GROVE BLVD

ANGLE = 21° 05' 05"
 RADIUS = 1350.00'
 ARC = 496.80'
 CHORD = 494.00'
 CHD. BRG. = S 80° 31' 48" W

ANGLE = 89° 10' 45"
 RADIUS = 30.00'
 ARC = 46.69'
 CHORD = 42.12'
 CHD. BRG. = N 44° 20' 10" W

SKETCH AND DESCRIPTION

Mel Hatton
 MEL HATTON, P.L.M.
 FLORIDA REGISTERED # 8100

"BE STILL, THE GLOBE WILL MOVE"

MEL HATTON PROFESSIONAL LAND SURVEYOR 100 MILE OF BUSH THOMAS STREET, NAPLES, FLORIDA, 34114. (813) 774-7981		TITLE SKETCH AND DESCRIPTION	
JOB LN DEVELOPMENT PROPERTIES		PARCEL IN SOUTH 1/2 OF SOUTHEAST 1/4 OF SEC. 9 - 44 - 24	
DATE	BY	REVISION	SCALE
			1" = 120'
PLAN NUMBER # 00082341		FIELD 00082341	DATE 11/30/08

Tract "B"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN AND BEING PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 44 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 9; ALSO BEING THE CENTERLINE INTERSECTION OF ORANGE GROVE BOULEVARD AND HANCOCK BRIDGE PARKWAY (SKYLINE DRIVE); THENCE RUN S 88° 55' 40" E ALONG THE SOUTH LINE OF SECTION 9 AND THE CENTERLINE OF HANCOCK BRIDGE PARKWAY (BEARINGS BASED ON THE PLAT OF WATERWAY ESTATES GOLF PARK AS RECORDED IN PLAT BOOK 22, PAGES 161 AND 162 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA), FOR 50.01 FEET; THENCE RUN N 00° 15' 05" E ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF SAID ORANGE GROVE BOULEVARD FOR 79.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00° 15' 05" E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 178.42 FEET THENCE S 89° 43' 55" E FOR 181.60 FEET, THENCE S 00° 15' 05" W FOR 210.47 FEET, THENCE N 88° 55' 40" W FOR 152.09 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST (RADIUS = 30.00 FEET, INTERIOR ANGLE = 89° 10' 45", CHORD BEARING AND DISTANCE = N 44° 20' 10" W, 42.12 FEET) FOR 46.69 FEET TO THE POINT OF BEGINNING, CONTAINING 0.87 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

MEL HATTON PROFESSIONAL LAND SURVEYOR 100 MILE OF BANK THOMAS STREET, NAPLES, FLORIDA, 34114. (813) 774-7881		TITLE SKETCH AND DESCRIPTION	
FIRM LN DEVELOPMENT PROPERTIES		PARCEL PARCEL IN SOUTH 1/2 OF SOUTHEAST 1/4 OF SEC. 9 - 44 - 24	
DATE	BY	SCALE	DATE
		1" = 120'	
		DATE PLOTTED	DATE
		11/30/88	