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November 14, 2002

REPLY TO ALTAMONTE SPRINGS

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

RE: O & S Water Company, Inc.; Developer Agreement - Eagle Lake Subdivision
Our File No.: 35012.07

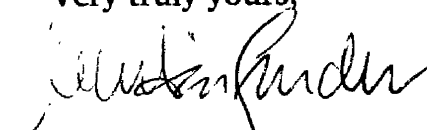
Dear Ms. Bayo:

Pursuant to Commission Rule 25-30.550, Florida Administrative Code, enclosed is a copy of a Developer Agreement entered into between O & S Water Company and Silco, Inc., for water service to the Eagle Lake Subdivision. O & S Water Company's water treatment plant has a permitted capacity of 1.44 mgd. The current treatment plant connected load is approximately 0.060 million gallons a day and this Developer Agreement is for 57,000 gallons a day. There is sufficient capacity in O & S Water's existing plant to provide water service pursuant to this Developer Agreement. This Developer Agreement will have no noticeable impact on the Utility's rates.

AUS
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MMS
SEC
OTH

In accordance with the aforementioned Rule, we will deem this Developer Agreement approved if we do not receive notice from the Commission of its intent to disapprove within thirty days. Should you have any questions regarding this Agreement, please do not hesitate to contact me.

Very truly yours,



MARTIN S. FRIEDMAN
For the Firm

MSF/dmp
Enclosure

cc: Mr. Jack Olsen

DOCUMENT NUMBER-DATE
12598 NOV 18 02
FPSC-COMMISSION CLERK

This Instrument Prepared By:
John R. Jenkins, Esquire
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

EAGLE LAKE subdivision

NAME OF PROJECT

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into this 1st day of JULY, 2001, by and between SILCO INC., a Texas Corporation, whose address is 3033 Chimney Rock Suite 400, Houston Texas (hereinafter "Developer"), and O & S Water Company, Inc., a Florida corporation, whose address is 501 E. Oak Street, Suite B, Kissimmee Florida, 34744, (hereinafter "Service Company"),

WHEREAS, Developer owns or controls lands located in Osceola County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph (hereinafter the "Property"), and Developer has plans to develop the Property by constructing residential and/or commercial structures thereon; and

WHEREAS, Developer desires that the Service Company provide potable water ("Water Service" or "Utility Service") for Developer's Property; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Service Company's Tariff and Service Availability Policy, Water Service to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive adequate Utility Service from Service Company;

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

1.0 Recitals. The foregoing statements are true and correct and incorporated herein.

2.0 Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(a) "Consumer" - The person(s) or entity(s) on the Property that actually utilizes the services of Service Company, which may include Developer.

(b) "Consumer Installation" - All facilities ordinarily on the Consumer's side of the Point of Delivery.

(c) "Contribution-in-aid-of-Construction (CIAC)" - The sum of money and/or the value of property represented by the cost of the Utility Systems including pump stations and treatment plants constructed or to be constructed by a Developer or owner, which Developer or owner transfers, or agrees to transfer, to Service Company at no cost to Service Company to provide Utility Service to the Property.

(d) "Equivalent Residential Connection (ERG)" - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 300 gallons per day (gpd) for water service. The number of ERG's contained in a given ADF is determined by dividing that ADF by 300 gpd.

(e) "Point of Delivery" - For water service is at the outflow point at the water meter serving the customer's property.

(f) "Property" - The area or parcel of land described in Exhibit "A."

(g) "Service" - The readiness and ability on the part of Service Company to furnish and maintain Utility Service to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

3.0 Assurance of Title. Within a period of forty-five (45) days after the execution of this Agreement, at the expense of Developer, Developer agrees to deliver to Service Company a copy of Title Insurance Policy or an opinion of title from a qualified attorney-at-law, with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.


4.0 Connection Charges. Developer shall pay connection charges in the amount of \$205,502.00 based on a reservation of 163 ERCs to serve the Property. Payment of the connection charges does not and will not result in Service Company waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Service Company shall not be obligated to refund to Developer or Consumer any portion of the value of the connection charges for any reason whatsoever, nor shall Service Company pay any interest or rate of interest upon the connection charges paid.

4.1 Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the water facilities and properties of Service Company, and all prohibitions applicable to Developer with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities.

4.2 Any user or consumer of Utility Service shall not be entitled to offset any bill or bills rendered by Service Company for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Service Company.

4.3 Developer shall be required to make an advance deposit in the amount of \$500 pursuant to Rule 25-30.540, Florida Administrative Code, at the time of execution of this Agreement to cover legal expenses incurred by the Service Company in execution or performance of this Agreement.

4.4 Developer shall also pay for other charges or costs to provide a service as may be required under Service Company's Tariff including, but not limited to, guaranteed revenue, meter installation fees, backflow prevention device installation fees, customer connection (tap-in) fees, and application, plan review and inspection fees, as more specifically set forth in Exhibit "B" attached hereto and incorporated herein by reference.

5.0 On-Site and Off-Site Systems. Developer hereby covenants and agrees to construct the on-site water distribution system. The term "on-site water distribution system" means and includes all water distribution lines, facilities and equipment, including meters, fire hydrants, and pumping stations, constructed within the boundaries of Developer's Property adequate in size to serve each building within the Property or as otherwise required by Service Company. ~~Developer shall construct the off-site water transmission system.~~ The term "off-site water transmission systems means and includes all water distribution mains, facilities, and equipment, including pump stations, located outside the boundaries of Developer's Property and constructed in accordance with Service Company's standard requirements for the purpose of connecting on-site systems to Service Company's water transmission system at an appropriate point from an hydraulic and general engineering standpoint." 

5.1 Developer shall cause to be prepared three (3) copies of the applications for permits and three (3) sets of finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the on-site and off-site water systems proposed to be installed to provide service to the Property. Developer shall cause his engineer to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Service Company's engineer shall meet the minimum specifications of Service Company and shall be subject to the approval of Service Company, which approval shall not be unreasonably withheld. No construction shall commence until Service Company and appropriate regulatory agencies have approved such plans and specifications in writing. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Service Company one copy of the water permit and approved plans.

5.2 After the approval of plans and specifications by Service Company and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building

official(s), all other utility companies involved in the development of the Property, and Service Company.

5.3 Developer shall provide to Service Company's inspector, twenty-four (24) hours notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the on-site ~~and off-site~~ water distribution systems as shown on the approved plans and specifications.

5.4 During the construction of the on-site ~~and off-site~~ systems by Developer, Service Company shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. Service Company, engineer of record and utility contractor shall be present for all standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests to determine that the systems have been installed in accordance with the approved plans and specifications, and good engineering practices. Developer agrees to pay to Service Company, or Service Company's authorized agent, a reasonable sum to cover the cost of inspection of installations made by Developer or Developer's contractor.

5.5 Upon completion of construction, Developer's engineer of record shall submit to Service Company a copy of the signed certification of completion submitted to the appropriate regulatory agencies. The engineer of record shall also submit to Service Company ammonia mylars and, if available, computerized (digital) drawings of the as-built plans prepared and certified by the engineer of record.

5.6 By these presents, Developer hereby transfers to Service Company, title to the on-site ~~and off-site~~ systems. Such conveyance shall take effect at the time Service Company issues its final letter of acceptance. As further evidence of said transfer of title, upon the completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Service Company, Developer shall:

(a) Convey to Service Company, by bill of sale in form satisfactory to Service Company's counsel, the on-site and off-site installations as constructed by Developer and approved by Service Company.

(b) Provide Service Company with copies of invoices from contractor for such installation.

(c) Provide to the Service Company Releases of Lien for all contractor's invoices and an executed notarized affidavit in a form satisfactory to Service Company's counsel of Developer's right to convey the property and assuring that work has been fully paid for such utility systems installed by Developer by reason of work performed or services rendered in connection with the installation of the systems.

(d) Assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Service Company which Developer obtains from any contractor constructing such utility systems. Developer hereby warrants and guarantees for one year from the date of transfer that the system is free of defects, and functions or will function as designed. Developer shall immediately repair any defects or Service Company may make repair at Developer's expense.

(e) Provide Service Company with all appropriate operation/maintenance and parts manuals and shop drawings.

(f) Further cause to be conveyed to Service Company, free and clear of all encumbrances, all easements and/or rights-of-way covering areas in which such systems are installed, by recordable document in form satisfactory to Service Company's counsel.

Service Company agrees that the issuance of the final letter of acceptance for such installations installed by Developer shall constitute the assumption of responsibility by Service Company for the continuous operation and maintenance of such systems from that date forward.

6.0 Agreement to Serve. Upon the completion of construction of the on-site and off-site water distribution systems, their inspection, and the other terms of this Agreement and Service Company's Service Availability Policy, Service Company covenants and agrees that it will oversee the connection of the on-site ~~and off-site~~ water distribution systems installed by Developer to the central facilities of Service Company in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. Service Company agrees that once it provides Utility Service to the Property and Developer or others have connected Consumer Installations to its System, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, Utility Service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

7.0 Application for Service: Consumer Installations. Developer, or any owner of any parcel of the Property, or any occupant of any building or unit located thereon shall not have the right to and shall not connect any Consumer Installation until formal written application has been made to Service Company by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

7.1 Although the responsibility for connecting the Consumer Installation to the lines of Service Company at the Point of Delivery is that of the Developer or entity other than Service Company, with reference to such connections, the parties agree as follows:

(a) All Consumer Installation connections must be inspected by Service Company before backfilling and covering of any pipes.

(b) Notice to Service Company requesting an inspection of a Consumer Installation connection may be given by the plumber or Developer, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays, and holidays.

(c) If Service Company fails to inspect the Consumer Installation connection within forty-eight (48) hours after such inspection is requested by Developer or the owner of any parcel, Developer or owner may backfill or cover the pipes without Service Company's approval and Service Company must accept the connection as to any matter which could have been discovered by such inspection.

(d) If the Developer does not comply with the foregoing inspection provisions, Service Company may refuse service to a connection that has not been inspected until Developer complies with these provisions.

(e) The cost of constructing, operating, repairing or maintaining Consumer Installations shall be that of Developer or a party other than Service Company.

(f) If required by Service Company, Developer shall construct backflow prevention devices, the size, materials and construction of which shall be approved by Service Company.

8.0 Exclusive Right to Provide Service. Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Service to the Property during the period of time Service Company, its successors and assigns, provide Utility Service to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide Utility Service to the Property and to the occupants of such buildings or units constructed thereon.

9.0 Rates. Service Company agrees that the rates to be charged to Developer and individual consumers of Utility Service shall be those set forth in the tariff of Service Company approved by the applicable governmental agency. However, notwithstanding any provision in this Agreement, Service Company, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law. Rates charged to Developer or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.

9.1 Notwithstanding any provision in this Agreement to the contrary, Service Company may establish, amend or revise, from time to time, in the future, and enforce rules and

regulations covering Utility Service to the Property. However, all such rules and regulations so established by Service Company shall at all times be reasonable and subject to such regulations as may be provided by law.

9.2 Any such initial or future decreased or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Service Company from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the Utility Service provided to the Property by Service Company.

10.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise, subject to the provisions of paragraph 22.0 hereof.

11.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

3033 Chimney Rock Suite 400
Houston, Texas 77056

and if to the Service Company, at:

O & S Water Company, Inc.
501 E. Oak Street, Suite A.
Kissimmee, Florida, 34744
Attention: Jack Olsen

with a copy to

Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
Attention: John R. Jenkins, Esquire

12.0 Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

13.0 Costs and Attorney's Fees. In the event the Service Company or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or

otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, including such fees and costs of any appeal.

14.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of 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, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities (which will be repaired by Service Company as soon as reasonably possible), governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

15.0 Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable trial and appellate attorney's fees) to which such party may become subject by reason of or arising out of the other party's performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's water system.

16.0 Guaranteed Revenue and Refundable Advances. In the event Service Company requires Developer to pay a refundable advance or guaranteed revenue for construction of off site facilities or a continued reservation of capacity, such requirements shall be pursuant to the terms and conditions set forth in Service Company's PSC approved Tariff and Service Availability Policy.

MISCELLANEOUS PROVISIONS

17.0 The rights, privileges, obligations and covenants of Developer and Service Company shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

18.0 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and Service Company. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

19.0 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

20.0 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

21.0 The submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Service Company.

22.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

23.0 Because of inducements offered by Developer to Service Company, Service Company has agreed to provide Utility Service to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to third parties without the written consent of Service Company, except in the case of a bona-fide sale of Developer's Property. Such approval shall not be unreasonably withheld. Moreover, Developer agrees that this Agreement is a superior instrument to any other documents, representations, and promises made by and between Developer and third parties, both public and private, as regards the provisions of Utility Service to Developer's property.

24.0 It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

25.0 Service Company shall at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

26.0 The parties hereto recognize that prior to the time Service Company may actually commence upon a program to carry out the terms and conditions of this Agreement, Service Company may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of Service Company. The Service Company agrees that it will diligently and earnestly, at its sole cost and expense, make the necessary proper applications to all governmental authorities and others and will pursue the same to the end that it will use its best efforts to obtain such approvals.

IN WITNESS WHEREOF, Developer and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement

WITNESSES:

O & S WATER COMPANY, INC.

[Signature]
Print Name: JERRY MURPHY

By: [Signature]
SARAH SORVASET

[Signature]
Print Name: ANGEL PEREZ

[Signature]
DEVELOPER

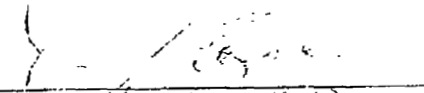
[Signature]
Print Name: BRIAN HILL

[Signature]
By: [Signature]

[Signature]
Print Name: TONY MADRILL

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 10th day of Jan, 2002
by Scott Stevan the President of O & S Water Company, Inc., a Florida
corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~
~~_____~~ as identification.


Print Name Kathleen K. Pace
Notary Public
State of Florida at Large
My Commission Expires



Kathleen K. Pace
My Commission CC897940
Expires November 29, 2003

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 8th day of JANUARY, 2002,
by DAN SILVESTRI as PRESIDENT of SILCO, Inc., a Florida corporation,
on behalf of the corporation. He/she is personally known to me or has produced TX
_____ as identification.

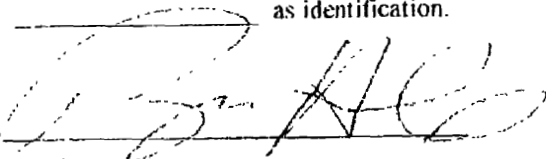

Print Name _____
Notary Public _____
State of ~~Florida~~ at Large _____
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

PHASE 1 LEGAL DESCRIPTION

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY FLORIDA; THENCE RUN SOUTH 89°55'55" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 191.27 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PLEASANT HILL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°55'55" EAST, A DISTANCE OF 1409.11 FEET, THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°04'05" WEST, A DISTANCE OF 671.56 FEET; THENCE RUN SOUTH 04°33'41" WEST, A DISTANCE OF 62.05 FEET; THENCE RUN SOUTH 02°08'55" EAST, A DISTANCE OF 66.34 FEET; THENCE RUN SOUTH 04°56'38" EAST, A DISTANCE OF 66.34 FEET; THENCE RUN SOUTH 07°44'21" EAST, A DISTANCE OF 66.34 FEET; THENCE RUN SOUTH 10°32'03" EAST, A DISTANCE OF 66.34 FEET; THENCE RUN SOUTH 13°19'46" EAST, A DISTANCE OF 66.34 FEET; THENCE RUN SOUTH 14°43'38" EAST, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 02°58'13" EAST, A DISTANCE OF 24.49 FEET; THENCE RUN SOUTH 87°01'47" WEST, A DISTANCE OF 156.18 FEET; THENCE RUN SOUTH 02°58'13" EAST, A DISTANCE OF 80.00 FEET; THENCE RUN NORTH 87°01'47" EAST, A DISTANCE OF 139.87 FEET; THENCE RUN SOUTH 02°58'13" EAST, A DISTANCE OF 35.37 FEET; THENCE RUN SOUTH 00°02'28" EAST, A DISTANCE OF 69.02 FEET; THENCE RUN SOUTH 07°17'31" WEST, A DISTANCE OF 341.17 FEET; THENCE RUN SOUTH 00°08'33" WEST, A DISTANCE OF 120.00 FEET; THENCE RUN SOUTH 11°37'18" EAST, A DISTANCE OF 122.57 FEET; THENCE RUN SOUTH 01°28'48" WEST, A DISTANCE OF 75.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH; THENCE RUN EASTERLY WITH THE ARC OF A CURVE TO THE LEFT, HAVING FOR ITS ELEMENTS, A CENTRAL ANGLE OF 01°04'11", A RADIUS OF 3468.43 FEET, A CHORD WHICH BEARS SOUTH 89°03'18" EAST, A CHORD DISTANCE OF 64.76 FEET, AN ARC DISTANCE OF 64.76 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°35'23" EAST, A DISTANCE OF 36.88 FEET; THENCE RUN SOUTH 00°07'31" EAST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 89°35'23" WEST, A DISTANCE OF 37.35 FEET TO A POINT OF CURVATURE; THENCE RUN WITH THE ARC OF A CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS, A CENTRAL ANGLE OF 01°18'50", A RADIUS OF 3518.43 FEET, A CHORD WHICH BEARS NORTH 88°55'58" WEST, A CHORD DISTANCE OF 80.68 FEET, AN ARC DISTANCE OF 80.69 FEET; THENCE DEPARTING SAID CURVE(NON-TANGENT), RUN SOUTH 01°43'27" WEST, A DISTANCE OF 125.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH; THENCE RUN EASTERLY WITH THE ARC OF A CURVE TO THE LEFT, HAVING FOR ITS ELEMENTS, A CENTRAL ANGLE OF 00°24'42", A RADIUS OF 3643.43 FEET, A CHORD WHICH BEARS SOUTH 88°28'54" EAST, A CHORD DISTANCE OF 26.18 FEET, AN ARC DISTANCE OF 26.18 FEET; THENCE DEPARTING SAID CURVE(NON-TANGENT), RUN SOUTH 05°32'58" EAST, A DISTANCE OF 41.51 FEET; THENCE RUN SOUTH 21°38'53" EAST, A DISTANCE OF 76.10 FEET; THENCE RUN SOUTH 33°32'59" EAST, A DISTANCE OF 76.10 FEET; THENCE RUN SOUTH 45°27'04" EAST, A DISTANCE OF 76.10 FEET; THENCE RUN SOUTH 57°21'09" EAST, A DISTANCE OF 76.10 FEET; THENCE RUN SOUTH 69°15'14" EAST, A DISTANCE OF 76.10 FEET; THENCE RUN SOUTH 81°09'20" EAST, A DISTANCE OF 76.10 FEET; THENCE RUN SOUTH 89°29'30" EAST, A DISTANCE OF 66.24 FEET; THENCE RUN SOUTH 89°51'21" EAST, A DISTANCE OF 473.47 FEET; THENCE RUN SOUTH 85°54'42" EAST, A DISTANCE OF 159.20 FEET; THENCE RUN NORTH 61°56'39" EAST, A DISTANCE OF 225.40 FEET; THENCE RUN SOUTH 63°22'28" EAST, A DISTANCE OF 99.91 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 175.82 FEET; THENCE RUN SOUTH 66°44'29" EAST, A DISTANCE OF 26.76 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, THENCE RUN SOUTHERLY WITH THE ARC OF A CURVE TO THE LEFT, HAVING FOR ITS ELEMENTS, A CENTRAL ANGLE OF 23°06'58", A RADIUS OF 180.00 FEET, A CHORD WHICH BEARS SOUTH 11°42'02" WEST, A CHORD DISTANCE OF 72.13 FEET, AN ARC DISTANCE OF 72.62 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°08'33" WEST, A DISTANCE OF 175.08 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 17, THENCE RUN NORTH 89°51'25" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 3091.28 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE ON PLEASANT HILL ROAD, THENCE RUN NORTH 00°18'44" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1334.32 FEET; THENCE RUN NORTH 00°15'27" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 674.97 FEET TO A POINT OF CURVATURE, THENCE RUN ALONG SAID RIGHT OF WAY LINE, WITH THE ARC OF A CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS, A CENTRAL ANGLE OF 21°00'51", A RADIUS OF 1839.86 FEET, A CHORD WHICH BEARS NORTH 10°45'53" EAST, A CHORD DISTANCE OF 671.02 FEET, AN ARC DISTANCE OF 674.80 FEET TO THE POINT OF BEGINNING

CONTAINING 102.80 ACRES, MORE OR LESS



400 W. EMMETT STREET, KISSIMEE, FLORIDA 34741
 PHONE (407) 847-9433 FAX (407) 847-2499
 ENGINEERING, SURVEYING AND PLANNING



Hanson, Wolter & Associates, Inc.

PROJECT: EAGLE LAKE SUBDIVISION

APPLICANT: SILCO, INC. - DAN SILVESTRI

LOCATION: OSCEOLA COUNTY EXHIBIT 1

EXHIBIT "B"
SCHEDULE OF FEES AND COSTS

PLANT CAPACITY CHARGE (This reserves capacity for the 163 lots in phase I only)	\$96,000.00
MAIN LINE EXTENSION CHARGE (Based on entire project of 715 lots)	\$108,680.00
TOTAL DUE AT SIGNING OF THIS AGREEMENT	\$205,502.00

OTHER CHARGES: ATTORNEY FEES (Per this agreement)

ENGINEER / INSPECTION FEES

GUARANTEED REVENUE CHARGE

(\$10.55 per lot per month for the 163 phase I lots. This charge is due immediately after the phase I plat for Eagle Lakes has been recorded and every month thereafter.

All of the above fees and charges are based on the O&S Water Company tariff "Schedule of fees and charges".

It is understood by both parties to this agreement, that the above Main Line Extension Charge (\$108,680.00), when paid, satisfies the Developer's obligation as described in the O&S Water Company tariff "Main Extension Charge". However, if modifications to plans approved by O&S Water Company engineers or governmental mandates require significant changes to the existing service plan, contribution in aid may be required from Developer.

O&S WATER COMPANY

DEVELOPER

By: [Signature]

By: _____

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O&S WATER COMPANY

By: 

DEVELOPER

By: 