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LAW OFFICES
ROSE, SUNDSTROM & BENTLEY, LLP
2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301

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(850) 877-6555
FAX (850) 656-4029
www.rsbatorneys.com

CENTRAL FLORIDA OFFICE
SANLAND CENTER
2180 W. STATE ROAD 434, SUITE 2118
LONGWOOD, FLORIDA 32779
(407) 830-6331
FAX (407) 830-8522

FREDERICK L. ASCHAUER, JR.
CHRIS H. BENTLEY, P.A.
ROBERT C. BRANNAN
DAVID F. CHESTER
F. MARSHALL DETERDING
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JOHN L. WHARTON
ROBERT M. C. ROSE, OF COUNSEL
WAYNE L. SCHIEFFELBEIN, OF COUNSEL

REPLY TO CENTRAL FLORIDA OFFICE

MARTIN S. FRIEDMAN, P.A.
VALERIE L. LORD
BRIAN J. STREET

September 7, 2006

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

Re: Docket No. 050013; Application of Spring Creek Villages, Ltd., for Authority to Transfer Facilities in Lee County, Florida to Bonita Springs Utilities, Inc., and for Cancellation of Certificate No. 271-W
Our File No.: 39045.01

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- RCA _____
- SCR _____
- SGA _____
- SEC 1
- OTH _____

Dear Ms. Bayo:

Pursuant to Public Service Commission Order No.: PSC-05-0429-FOF-WU, the Commission approved the transfer of the water facilities of Spring Creek Village, Ltd., to Bonita Springs Utilities, Inc. Pursuant to that Order, enclosed are copies of the Transfer Agreement and Amendment thereto.

Very truly yours,



MARTIN S. FRIEDMAN
For the Firm

MSF/tlc
Enclosures

cc: Mr. Allan E. Fox (w/o enclosures)
Ms. Cheryl Johnson (w/enclosures)

M:\1 ALTAMONTE\SPRING CREEK VILLAGE\MISC (.01)\PSC Clerk 08.ltr.wpd

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DOCUMENT NUMBER-DATE

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AGREEMENT BY AND BETWEEN SPRING CREEK VILLAGES, LTD. AND
BONITA SPRINGS UTILITIES, INC. FOR TRANSFER OF WATER
AND WASTEWATER SYSTEMS

THIS AGREEMENT ("Agreement") is made and entered into as of this 8th day of December, 2004, by and between Spring Creek Villages, Ltd., Post Office Box 6966, Fort Myers, Florida 33911 (hereinafter "Spring Creek"), and Bonita Springs Utilities, Inc., Post Office Box 2368, Bonita Springs, Florida 33959 (hereinafter "BSU")(each individually referred to as "Party" or collectively referred to as the "Parties").

WHEREAS, Spring Creek is the successor declarant under the Declaration of Conditions, Covenants, Charges, Restrictions and Reservations Affecting Property Located in Spring Creek Village (hereinafter "Declaration"); and,

WHEREAS, Spring Creek owns and operates a public water system ("hereinafter "System") and supplies water to its customers from said System, which is located at 24681 Windward Blvd., Bonita Springs, Florida 34134, Lee County, Florida; and,

WHEREAS, Spring Creek has voluntarily entered into a Consent Order ("CO"), D.O.A.H. case number 04-0057-SFO, between Spring Creek and the State of Florida, Department of Environmental Protection ("DEP"); and,

WHEREAS, Spring Creek has determined that it is in its best interest, and those of its customers, to satisfy the requirements of the CO by securing an alternative water source for Spring Creek Village (hereinafter the "Village") and any other area currently served by the System; and,

WHEREAS, BSU owns and operates a regional water and wastewater system and currently provides bulk wastewater service to Spring Creek and has the capacity to provide water service to all customers receiving water from Spring Creek; and,

WHEREAS, BSU will incur significant expense renovating the System and wastewater collection system as well as assuming responsibility for service to Spring Creek's customers; and,

WHEREAS, Spring Creek and BSU wish to provide a mechanism by which BSU will undertake to supply water and wastewater service, and acquire certain assets currently owned and used by Spring Creek to provide water and wastewater to the customers of Spring Creek.

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, BSU and Spring Creek, intending to be legally bound thereby, agree as follows:

1. Whereas Clauses: The foregoing "Whereas" clauses, including the paragraph immediately preceding this paragraph, are, to the best knowledge of the Parties, true, correct and incorporated herein by specific reference.

2. Spring Creek's Obligations:

(a) Water Certificate: Subject to the terms and conditions hereof, Spring Creek agrees to relinquish, at Closing, its Florida Public Service Commission (hereafter "PSC") certificate territorial rights to its certificated service area and thereafter allow BSU to provide potable water and wastewater service to the present and future customers of the said service areas, and, should such customers exist, all other customers served by Spring Creek not within the certificated service area. Should such action require approval from the PSC, Spring Creek shall be responsible for securing such approval, including, but not limited to, certificate cancellation or approval of transfers. BSU agrees to cooperate in any such proceeding to the extent required to comply with the intent of this Agreement. Copies of any PSC order acknowledging the conveyance under this Agreement shall be provided to BSU upon Spring Creek's receipt thereof. However, Spring Creek acknowledges that, consistent with the Interim Bulk Water Agreement (hereinafter "Bulk Agreement"), BSU shall not become materially involved in any PSC proceeding.

(b) Transfer: Spring Creek agrees to transfer to BSU, at Closing, its entire water distribution system, which shall include, but not necessarily be limited to, all pipes, pumps, wells and accompanying Water Use Permits, buildings, and parcels of land currently used for providing water service to Spring Creek's customers. However, as mentioned below, Spring Creek shall decommission its water plant, and, while BSU will take title to the land on which the water plant is sited, BSU will not take title to the water plant itself.

Spring Creek agrees to transfer to BSU, at Closing, its entire wastewater collection system, which shall include, but not necessarily be limited to, all pipes, pumps, lifts stations, buildings, and parcels of land currently used for providing wastewater service to Spring Creek's customers.

(c) Decommission Water Plant: Spring Creek currently owns a water plant subject to the above-mentioned CO. Spring Creek shall take all steps necessary, including instituting any legal or administrative proceedings before the appropriate governmental agencies, to decommission its water plant. Should Spring Creek abandon its water plant, thereby leaving BSU to decommission said water plant, Spring Creek shall be responsible for repaying BSU its costs in undertaking this decommission, including, but not limited to, administrative costs, materials cost, and labor cost. To secure this obligation, Spring Creek shall post a payment-and-performance bond sufficient enough to cover the costs associated with decommissioning said water plant.

(d) PSC Relationship: Spring Creek shall be responsible for terminating its relationship with the PSC, including the filing of any reports, if required,

and satisfying any of its outstanding Florida gross receipts tax obligations through the date of Closing.

(e) Inventory: Not less than 30 days prior to Closing, Spring Creek will provide to BSU a complete inventory of the assets to be transferred, excluding land elements (real property), to BSU by Spring Creek. BSU and Spring Creek shall mutually agree prior to Closing as to the real property interests required by BSU and those real property interests shall also be transferred at Closing in a manner and method satisfactory to counsel for BSU.

(f) Continuing as Declarant: Spring Creek shall remain the successor declarant under the Declaration and nothing contained within this Agreement shall cause BSU (1) to assume such a position, or (2) cause BSU to assume any of the duties and obligations of Spring Creek, as the successor declarant, or the developer/owner of the Village. The Parties acknowledge BSU is the utility service provider within Spring Creek.

3. BSU's Obligations:

(a) Service Provision: Following Closing, BSU agrees to provide water and wastewater service to the present and future customers of Spring Creek, in accordance with the terms and conditions hereof and BSU's approved water and wastewater tariffs. Nothing contained herein shall cause BSU to assume any of the duties and obligations of Spring Creek, as the successor declarant, or the developer/owner of the Village.

(b) System Upgrades: In order to provide service to the Spring Creek customers on a long term basis, BSU must bring the water distribution system and wastewater collection system up to the standards set by BSU in the ordinary course of business and in accordance with its tariffs. Bringing the water distribution system and wastewater collection system up to BSU's standard will require, among other things: inspections of both systems; engineering analysis; development of engineering designs and specifications for system improvements; possible construction and renovations of the lines, meters, and facilities; and purchasing materials to complete the necessary upgrades. Without such system upgrades to protect the integrity of its system, BSU would not have entered into this Agreement.

(c) Costs of Improvements: BSU is responsible for determining the cost, on a pro-rata basis, for undertaking the system upgrades contemplated herein. Additionally, BSU shall be responsible for determining the appropriate ANC fee, on a pro-rata basis, and obtaining approval from the City of Bonita Springs (hereinafter "City") to pass these costs onto the customers, either up front or amortized over time, in their water and wastewater bills. Should BSU fail to obtain approval from the City to assess the customers the full cost of the system improvements and related engineering, legal and administrative costs, this Agreement shall terminate, with no further obligation by the Parties to one another.

4. Closing Timeline: In the event that this Agreement does not close by November 1, 2005, this Agreement shall terminate, with no further obligation, by the Parties to one another, unless otherwise agreed at that time.

This Agreement shall be closed within thirty (30) days of the fulfillment of all of the following events:

(a) A PSC order becoming final which approves the transfer or certificate cancellation.

(b) The City of Bonita Springs grants its approval for BSU to charge the customers of Spring Creek rates, assessments, and ANC fees as established in BSU's application to the City.

(c) Spring Creek has obtained a payment-and-performance bond sufficient to cover the costs associated with decommissioning its water plant as envisioned in section 2(c) of this Agreement.

5. Consequence of Closing: At Closing, Spring Creek shall execute, in form satisfactory to the Counsel for BSU, such other collateral documents as BSU may request, including a Deed, Bill of Sale, Grant of Easement, and No Lien Affidavit, and such other documents as may be necessary in order to convey legal title to the lines and facilities and any required land use rights to BSU, free and clear of any liens or encumbrances. No title or interests, whether equitable or legal, shall pass from Spring Creek to BSU until this Agreement actually closes. At Closing, the customers of Spring Creek shall become members of BSU subject to the water and wastewater tariffs and the rules and regulations contained therein.

6. Inspection: Subsequent to the full execution hereof and prior to Closing hereon, BSU shall be entitled to full access to the facilities at Spring Creek, for purposes of making inspections and carrying out the terms and conditions hereof.

7. Interconnection: The Parties hereto have, concurrent with or prior to entering into this Agreement, entered into a Bulk Agreement. The terms of the Bulk Agreement require Spring Creek to pay all costs associated with the physical interconnection of BSU's and Spring Creek's water distribution systems. Upon Closing, BSU shall refund to Spring Creek one-half of the costs associated with the construction of the physical interconnection.

8. Recordation: At closing, Spring Creek, or BSU at Spring Creek's expense, shall enter a notice in the public records of Lee County, Florida to the effect that the property is subject to a special service fee charge for utility services. The amount shall be determined by BSU prior to closing and shall be included in the notice. Furthermore, Spring Creek, or BSU at Spring Creek's expense, shall record this Agreement in the public records of Lee County, Florida as to the lands affected hereby.

9. Indemnity: The Declaration provides certain obligations and responsibilities as they pertain to providing water and wastewater service. To the extent any customer, or other third party, challenges this Agreement, or the fees and costs for which the customers shall be responsible pursuant thereto, Spring Creek agrees to indemnify BSU for attorneys' fees, damages incurred, and all other costs associated with defending this Agreement.

10. Miscellaneous Provisions:

(a) The Parties hereto recognize and agree that time is of the essence in this Agreement.

(b) Simultaneously with the Closing hereof, each Party will warrant to the other that there are no agreements or understandings outstanding, which would materially impair the benefit of consideration received by each Party to the other hereto, and each Party consents to the award of damages against it, for its misrepresentation or failure to abide by the terms and conditions hereof. Furthermore, at Closing, Spring Creek shall provide a letter from its counsel confirming its right and authority to enter into this Agreement.

(c) This writing embodies the entire agreement and understandings between the Parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification to the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto. This Agreement, regardless of where executed, shall be governed by and construed in accordance with the laws of the State of Florida.

(d) Each Party will, at any time and from time to time after the Closing, upon request of the other, execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, powers of attorney, and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements to the parties herein. Good faith is a condition of this Agreement.

(e) The Parties hereto represent to the other that they have dealt with neither a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement, and, in so far as they know, no broker, salesman or other person is entitled to any commission or fee with respect to such transaction. Further, each Party shall indemnify the other against any claim or loss incurred or suffered as a result of any brokers or salesman, commission or finder's fee alleged to be payable because of any statements, act or omission of the indemnifying Party.

(f) Any notice or other document to be given hereunder by any Party to the other shall be in writing and shall be delivered personally or sent by certified mail,

postage prepaid or facsimile transmission.

If to Spring Creek, such notice shall be addressed to Spring Creek at:

Spring Creek Villages, Ltd.
Post Office Box 6966
Fort Myers, Florida 33911
Attention: Allan E. Fox

With a copy to:

Goldstein, Buckley, Cechman, Rice & Purtz, P.A.
Post Office Box 2366
Fort Myers, Florida 33902-2366
Attention: J. Jeffrey Rice, Esq.

If to BSU, such notice shall be addressed to BSU at:

Bonita Springs Utilities, Inc.
Post Office Box 2368
Bonita Springs, Florida 33959
Attention: Fred Partin, Executive Director

With a copy to:

Rose, Sundstrom & Bentley, LLP.
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
Attention: William E. Sundstrom, Esq.

(g) The Parties acknowledge that each shall have against the other the right to seek specific performance to compel performance in accordance with the requirements of this Agreement. Such right of specific performance shall not, however, be the sole or exclusive remedy of each Party against the other, and each Party further hereby preserves its right to seek damages, due to the failure of the other to satisfy obligations contained herein.

(h) It is agreed by and between the Parties hereto that all words, terms and conditions herein contained 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 heading in the interpretation of this Agreement.

(i) This agreement is solely for the benefit of the Parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal Party hereto.

(j) The heading titles are for convenience only and shall not be given any weight when construing this Agreement.

(k) 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 considered against or in favor of either Party.

(l) This Agreement may be signed in counterparts, each of which, when taken together, shall be considered one original.

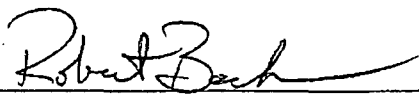
(m) In the event of any litigation that arises between the Parties with respect to this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

(n) The failure of the Parties to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and the Parties shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

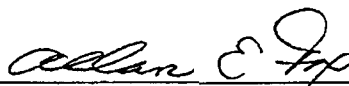
IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed that day and year aforesaid.

Bonita Springs Utilities, Inc.

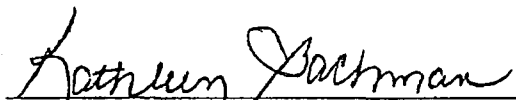
Spring Creek Villages, Ltd.
A Florida Limited Partnership

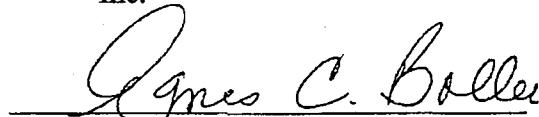


By: Robert Bachman, President
Bonita Springs Utilities, Inc

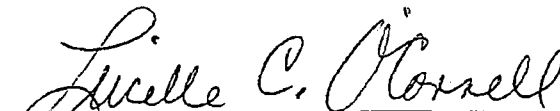


By: Floredeco, Inc., General Partner
Allan E. Fox, President of Floredeco,
Inc.


Witness


Witness


Witness


Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 8th
day of December 2004, by Robert Beckman, who is
personally known to me or produced _____ as
identification, on behalf of Bonita Springs Utilities, Inc.

Marie A. LePree

Print Name:
Notary Public
My commission expires:
CC#
SEAL

MARIE A. LePREE
Notary Public, State of Florida
My comm. exp. Mar. 30, 2008
Comm. No. DD 282867

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 9th
day of November 2004, by Allan E. Fox, who is
personally known to me or produced _____ as
identification, on behalf of Spring Creek Villages, Ltd.

Michele J. Smith

Print Name:
Notary Public
My commission expires:
CC#
SEAL



Michele J. Smith
Commission #DD325967
Expires: Jun 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

AMENDMENT TO AGREEMENT BY AND BETWEEN SPRING CREEK VILLAGES LTD.
AND BONITA SPRINGS UTILITIES, INC. FOR TRANSFER OF WATER AND
WASTEWATER SYSTEMS

THIS AMENDMENT ("Amendment") to the Agreement By and Between Spring Creek Villages Ltd. and Bonita Springs Utilities, Inc. for Transfer of Water and Wastewater Systems is made and entered into as of this ~~3rd~~^{17th} day of ~~March~~^{May} 2005, by and between Spring Creek Villages, Ltd., Post Office Box 6966, Fort Myers, Florida 33911 (hereinafter "Spring Creek"), and Bonita Springs Utilities, Inc., Post Office Box 2368, Bonita Springs, Florida 34133-2368 (hereinafter "BSU")(each individually referred to as "Party" or collectively referred to as the "Parties").

WHEREAS, on December 8, 2004, BSU and Spring Creek entered into that certain Agreement By and Between Spring Creek Villages Ltd. and Bonita Springs Utilities, Inc. for Transfer of Water and Wastewater Systems ("Transfer Agreement"); and,

WHEREAS, the parties wish to amend the Transfer Agreement to modify the deadlines set forth therein.

NOW THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Amendment, and of the mutual covenants and conditions set forth herein, BSU and Spring Creek, intending to be legally bound thereby, agree to hereby amend as follows:

1. Paragraph 2(c) of the Transfer Agreement shall be replaced in its entirety with the following:

(c) Decommission Water Plant: Spring Creek currently owns a water plant subject to the above-mentioned CO. Spring Creek shall take all steps necessary, including instituting any legal or administrative proceedings before the appropriate governmental agencies, to decommission its water plant and plug and abandon its wells. Should Spring Creek abandon its water plant and wells, thereby leaving BSU to decommission said water plant and plug and abandon the wells, Spring Creek shall be responsible for repaying BSU its costs in undertaking this decommission, including, but not limited to, administrative costs, materials cost, and labor cost. To secure this obligation, Spring Creek shall post a payment-and-performance bond or escrow funds sufficient enough to cover the costs associated with decommissioning said water plant and plugging and abandonment of the wells.

Decommissioning of the water plant and plugging and abandonment of the wells shall, at a minimum, comply with the rules and regulations of the South Florida Water Management District, the Florida Department of Environmental Protection, and the Lee County Health Department. Spring Creek shall be responsible for removing

from the water plant site all materials and substances which are now designated or defined as hazardous by the laws of the State of Florida or federal law or by the rules and regulations of the State of Florida or federal agency.

2. Paragraph 4 of the Transfer Agreement shall be replaced in its entirety with the following:

4. Closing Timeline: This Agreement shall be closed within thirty (30) days of the fulfillment of all of the following events:

(a) A PSC order becoming final which approves the transfer or certificate cancellation.

(b) The City of Bonita Springs grants its approval for BSU to charge the customers of Spring Creek rates, assessments, and ANC fees as established in BSU's application to the City.

(c) Spring Creek has obtained a payment-and-performance bond sufficient to cover the costs associated with decommissioning its water plant and wells as envisioned in section 2(c) of this Agreement, or has escrowed funds sufficient to cover the costs of decommissioning the water plant and wells.

Notwithstanding the foregoing, in the event that this Agreement does not close by February 1, 2006, this Agreement shall terminate, with no further obligation by the Parties to one another, unless otherwise agreed at that time.

3 Except as set forth herein, the Transfer Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto caused this Amendment to be executed that day and year aforesaid.

[Intentionally left blank: signatures to follow]

Signature Page for the Amendment to Agreement by and between Spring Creek Villages Ltd. and Bonita Springs Utilities, Inc. for Transfer of Water and Wastewater Systems

Bonita Springs Utilities, Inc.

Spring Creek Villages, Ltd.
A Florida Limited Partnership

Fred Partin
By:

Allan E. Fox, Pres. Flordeco, Inc.
By: Flordeco, Inc., General Partner
Allan E. Fox, President of Flordeco, Inc.

Jorge
Witness

Agnes C. Bolles
Witness

Evelyn Ferguson
Witness

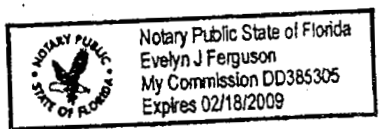
Sucille C. Stouneil
Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 3 day of May, 2005, by Fred Partin, who is personally known to me or produced _____ as identification, on behalf of Bonita Springs Utilities, Inc.

Evelyn J Ferguson
Print Name: Evelyn J Ferguson

Notary Public
My commission expires:
CC#
SEAL



STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 12th day of April, 2005, by Alton E. Fox, President of Hardco, Inc. who is personally known to me or produced _____ as identification, on behalf of Spring Creek Villages, Ltd.

MICHELE J. SMITH

Print Name:

Notary Public

My commission expires:

CC#

SEAL



Michele J. Smith
Commission #DD325967
Expires: Jun 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN SPRING CREEK
VILLAGES LTD. AND BONITA SPRINGS UTILITIES, INC. FOR TRANSFER OF WATER
AND WASTEWATER SYSTEMS

THIS SECOND AMENDMENT ("Second Amendment") to the Agreement By and Between Spring Creek Villages Ltd. and Bonita Springs Utilities, Inc. for Transfer of Water and Wastewater Systems is made and entered into as of this 31st day of January, 2006, by and between Spring Creek Villages, Ltd., Post Office Box 6966, Fort Myers, Florida 33911 (hereinafter "Spring Creek"), and Bonita Springs Utilities, Inc., Post Office Box 2368, Bonita Springs, Florida 34133-2368 (hereinafter "BSU") (each individually referred to as "Party" or collectively referred to as the "Parties").

WHEREAS, on December 8, 2004, BSU and Spring Creek entered into that certain Agreement By and Between Spring Creek Villages Ltd. and Bonita Springs Utilities, Inc. for Transfer of Water and Wastewater Systems ("Transfer Agreement"); and,

WHEREAS, the Parties amended the Transfer Agreement on the 3rd day of May, 2005; and,

WHEREAS, the parties wish to again amend the Transfer Agreement to modify the deadlines set forth therein.

NOW THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Amendment, and of the mutual covenants and conditions set forth herein, BSU and Spring Creek, intending to be legally bound thereby, agree to hereby amend as follows:

1. Paragraph 4 of the Transfer Agreement shall be replaced in its entirety with the following:

4. Closing Timeline: This Agreement shall be closed within thirty (30) days of the fulfillment of all of the following events:

(a) A PSC order becoming final which approves the transfer or certificate cancellation.

(b) The City of Bonita Springs grants its approval for BSU to charge the customers of Spring Creek rates, assessments, and ANC fees as established in BSU's application to the City.

(c) Spring Creek has obtained a payment-and-performance bond sufficient to cover the costs associated with decommissioning its water plant and wells as envisioned in section 2(c) of this Agreement, or has escrowed funds sufficient to cover the costs of decommissioning the water plant and wells.

Notwithstanding the foregoing, in the event that this

Agreement does not close by June 1, 2006, this Agreement shall terminate, with no further obligation by the Parties to one another, unless otherwise agreed at that time.

2. Except as set forth herein, the Transfer Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto caused this Second Amendment to be executed that day and year aforesaid.

Bonita Springs Utilities, Inc.

Spring Creek Villages, Ltd.
A Florida Limited Partnership

[Handwritten Signature]

By: Fred Partin, Executive Director
Bonita Springs Utilities, Inc.

[Handwritten Signature]
Flordeco, Inc., General Partner
Allan E. Fox, President of Flordeco, Inc.

[Handwritten Signature]
Witness

[Handwritten Signature]
Witness

[Handwritten Signature]
Witness

[Handwritten Signature]
Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 31 day of January, 2006, by Fred Partin, who is personally known to me or produced as identification, on behalf of Bonita Springs Utilities, Inc.

[Handwritten Signature]

Print Name:
Notary Public
My commission expires:
CC#
SEAL

Expires August 15, 2008
My Commission D0115236
Sandra Huckelbery



STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 31 day of January, 2006, by Allan Fox who is personally known to me or produced _____ as identification, on behalf of Spring Creek Villages, Ltd.

Agnes C. Bolter
Agnes C. Bolter

Print Name:

Notary Public

My commission expires: 2-11-07

CC#

SEAL



Agnes C. Bolter
MY COMMISSION # 00172569 EXPIRES
February 10, 2007
BONDED THROUGH FARM INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 31 day of January, 2006, by Allan Fox who is personally known to me or produced _____ as identification, on behalf of Spring Creek Villages, Ltd.

Agnes C. Boller
Agnes C. Boller

Print Name;

Notary Public

My commission expires: 2-10-07

CC#

SEAL



Agnes C. Boller
MY COMMISSION # DD172569 EXPIRES
February 10, 2007
BONDED THROUGH TROY FARM INSURANCE, INC.

THIRD AMENDMENT TO AGREEMENT BY AND BETWEEN SPRING CREEK
VILLAGES LTD. AND BONITA SPRINGS UTILITIES, INC. FOR TRANSFER OF WATER
AND WASTEWATER SYSTEMS

THIS THIRD AMENDMENT ("Third Amendment") to the Agreement By and Between Spring Creek Villages Ltd. and Bonita Springs Utilities, Inc. for Transfer of Water and Wastewater Systems is made and entered into as of this ___ day of May, 2006, by and between Spring Creek Villages, Ltd., Post Office Box 6966, Fort Myers, Florida 33911 (hereinafter "Spring Creek"), and Bonita Springs Utilities, Inc., Post Office Box 2368, Bonita Springs, Florida 34133-2368 (hereinafter "BSU") (each individually referred to as "Party" or collectively referred to as the "Parties").

WHEREAS, on December 8, 2004, BSU and Spring Creek entered into that certain Agreement By and Between Spring Creek Villages Ltd. and Bonita Springs Utilities, Inc. for Transfer of Water and Wastewater Systems ("Transfer Agreement"); and,

WHEREAS, the Parties amended the Transfer Agreement on the 3rd day of May, 2005, and again on the 31st day of January 2006; and,

WHEREAS, the parties wish to again amend the Transfer Agreement to modify the deadlines set forth therein.

NOW THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Amendment, and of the mutual covenants and conditions set forth herein, BSU and Spring Creek, intending to be legally bound thereby, agree to hereby amend as follows:

1. Paragraph 4 of the Transfer Agreement shall be replaced in its entirety with the following:

4. Closing Timeline: This Agreement shall be closed within thirty (30) days of the fulfillment of all of the following events:

(a) A PSC order becoming final which approves the transfer or certificate cancellation.

(b) The City of Bonita Springs grants its approval for BSU to charge the customers of Spring Creek rates, assessments, and ANC fees as established in BSU's application to the City.

(c) Spring Creek has obtained a payment-and-performance bond sufficient to cover the costs associated with decommissioning its water plant and wells as envisioned in section 2(c) of this Agreement, or has escrowed funds sufficient to cover the costs of decommissioning the water plant and wells.


Notwithstanding the foregoing, in the event that this Agreement does not close by July 1, 2006, this Agreement shall terminate, with no further obligation by the Parties to one another, unless otherwise agreed at that time.

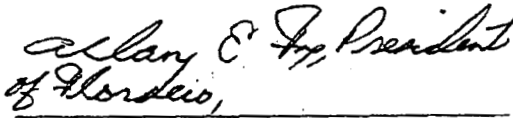
2. Except as set forth herein, the Transfer Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the Parties have hereunto caused this Third Amendment to be executed that day and year aforesaid.

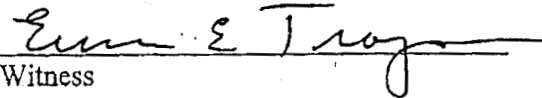
Bonita Springs Utilities, Inc.

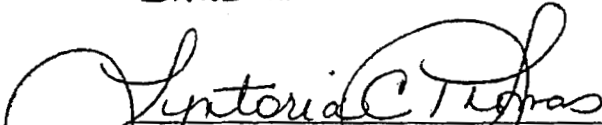
Spring Creek Villages, Ltd.
A Florida Limited Partnership

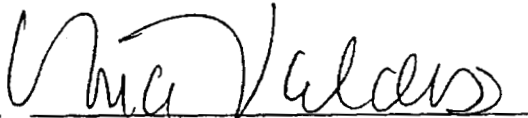

By: Fred Partin, Executive Director


By: Flordeco, Inc., General Partner
Allan E. Fox, President of Flordeco, Inc.


Witness
BARBARA BESETT


Witness


Witness LYNTORIA C. THOMAS


Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 29 day of May, 2006, by Fred Partin, who is personally known to me or produced _____ as identification, on behalf of Bonita Springs Utilities, Inc.

Sandra Huckelberry

Print Name:

Notary Public

My commission expires:

CC#

SEAL



Sandra Huckelberry

My Commission DD116235

Expires August 15, 2008

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 15 day of May, 2006, by Allan E. Fox, who is personally known to me or produced _____ as identification, on behalf of Spring Creek Villages, Ltd.

Katherine H. Wallace

Print Name: Katherine H. Wallace

Notary Public

My commission expires:

CC#

SEAL



Katherine H. Wallace

Commission #DD262151

Expires: Dec 18, 2007

Bonded Thru
Atlantic Bonding Co., Inc.

FOURTH AMENDMENT TO AGREEMENT BY AND BETWEEN SPRING CREEK VILLAGES LTD. AND BONITA SPRINGS UTILITIES, INC. FOR TRANSFER OF WATER AND WASTEWATER SYSTEMS

THIS FOURTH AMENDMENT ("Fourth Amendment") to the Agreement By and Between Spring Creek Villages Ltd. and Bonita Springs Utilities, Inc. for Transfer of Water and Wastewater Systems is made and entered into as of this 22nd day of June, 2006, by and between Spring Creek Villages, Ltd., Post Office Box 6966, Fort Myers, Florida 33911 (hereinafter "Spring Creek"), and Bonita Springs Utilities, Inc., Post Office Box 2368, Bonita Springs, Florida 34133-2368 (hereinafter "BSU") (each individually referred to as "Party" or collectively referred to as the "Parties").

WHEREAS, on December 8, 2004, BSU and Spring Creek entered into that certain Agreement By and Between Spring Creek Villages Ltd. and Bonita Springs Utilities, Inc. for Transfer of Water and Wastewater Systems ("Transfer Agreement"); and,

WHEREAS, the Parties amended the Transfer Agreement on the 3rd day of May, 2005, the 31st day of January 2006, and again on the 23rd day of May, 2006; and,

WHEREAS, the parties wish to again amend the Transfer Agreement to modify the deadlines set forth therein.

NOW THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Fourth Amendment, and of the mutual covenants and conditions set forth herein, BSU and Spring Creek, intending to be legally bound thereby, agree to hereby amend as follows:

1. Paragraph 4 of the Transfer Agreement shall be replaced in its entirety with the following:

4. Closing Timeline: This Agreement shall be closed within thirty (30) days of the fulfillment of all of the following events:

(a) A PSC order becoming final which approves the transfer or certificate cancellation.

(b) The City of Bonita Springs grants its approval for BSU to charge the customers of Spring Creek rates, assessments, and ANC fees as established in BSU's application to the City.

(c) Spring Creek has obtained a payment-and-performance bond sufficient to cover the costs associated with decommissioning its water plant and wells as envisioned in section 2(c) of this Agreement, or has escrowed funds sufficient to cover the costs of decommissioning the water plant and wells.

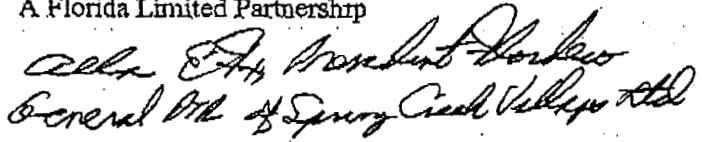
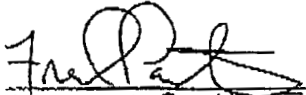
Notwithstanding the foregoing, in the event that this Agreement does not close by August 1, 2006, this Agreement shall terminate, with no further obligation by the Parties to one another, unless otherwise agreed at that time.

2. Except as set forth herein, the Transfer Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto caused this Fourth Amendment to be executed that day and year aforesaid.

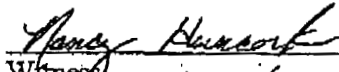
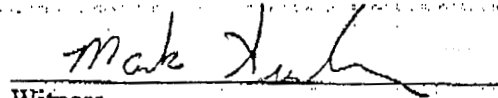



Bonita Springs Utilities, Inc.

Spring Creek Villages, Ltd
A Florida Limited Partnership



By: Fred Partin, Executive Director
Bonita Springs Utilities, Inc.

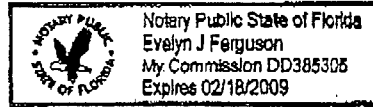
By: Flordeco, Inc., General Partner
Allan E. Fox, President of Flordeco, Inc.


Witness

Witness
Witness
BARBARA BESETT
Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 27 day of June, 2006, by Fred Partin, who is personally known to me or produced _____ as identification, on behalf of Bonita Springs Utilities, Inc.

Evelyn J Ferguson
Print Name: Evelyn J Ferguson
Notary Public
My commission expires: 2/18/09
CC# DD 385305
SEAL



STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this ____ day of June, 2006, by Allan Fox, who is personally known to me or produced _____ as identification, on behalf of Spring Creek Villages, Ltd.

Agnes C. Boller
Print Name:
Notary Public
My commission expires:
CC#
SEAL



Agnes C. Boller
MY COMMISSION # DD172567 EXPIRES
February 10, 2007
BONDED THRU TROY FAJN INSURANCE INC

FIFTH AMENDMENT TO AGREEMENT BY AND BETWEEN SPRING CREEK VILLAGES
LTD. AND BONITA SPRINGS UTILITIES, INC. FOR TRANSFER OF WATER AND
WASTEWATER SYSTEMS

THIS FIFTH AMENDMENT ("Fifth Amendment") to the Agreement By and Between Spring Creek Villages Ltd. and Bonita Springs Utilities, Inc. for Transfer of Water and Wastewater Systems is made and entered into as of this 31st day of July, 2006, by and between Spring Creek Villages, Ltd., Post Office Box 6966, Fort Myers, Florida 33911 (hereinafter "Spring Creek"), and Bonita Springs Utilities, Inc., Post Office Box 2368, Bonita Springs, Florida 34133-2368 (hereinafter "BSU") (each individually referred to as "Party" or collectively referred to as the "Parties").

WHEREAS, on December 8, 2004, BSU and Spring Creek entered into that certain Agreement By and Between Spring Creek Villages Ltd. and Bonita Springs Utilities, Inc. for Transfer of Water and Wastewater Systems ("Transfer Agreement"); and,

WHEREAS, the Parties amended the Transfer Agreement on the 3rd day of May, 2005, the 31st day of January 2006, the 23rd day of May, 2006; and again on 22nd day of June; and,

WHEREAS, the parties wish to again amend the Transfer Agreement to modify the deadlines set forth therein.

NOW THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Fifth Amendment, and of the mutual covenants and conditions set forth herein, BSU and Spring Creek, intending to be legally bound thereby, agree to hereby amend as follows:

1. Paragraph 4 of the Transfer Agreement shall be replaced in its entirety with the following:

4. Closing Timeline: This Agreement shall be closed within thirty (30) days of the fulfillment of all of the following events:

(a) A PSC order becoming final which approves the transfer or certificate cancellation.

(b) The City of Bonita Springs grants its approval for BSU to charge the customers of Spring Creek rates, assessments, and ANC fees as established in BSU's application to the City.

(c) Spring Creek has obtained a payment-and-performance bond sufficient to cover the costs associated with decommissioning its water plant and wells as envisioned in section 2(c) of this Agreement, or has escrowed funds sufficient to cover the costs of decommissioning the water plant and wells.


Notwithstanding the foregoing, in the event that this Agreement does not close by September 1, 2006, this Agreement shall terminate, with no further obligation by the Parties to one another, unless otherwise agreed at that time.

2. Except as set forth herein, the Transfer Agreement shall remain in full force and effect

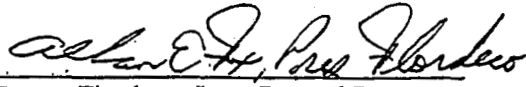
IN WITNESS WHEREOF, the Parties have hereunto caused this Fifth Amendment to be executed that day and year aforesaid.

Bonita Springs Utilities, Inc.

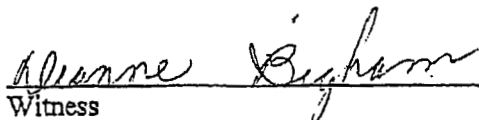
Spring Creek Villages, Ltd.
A Florida Limited Partnership



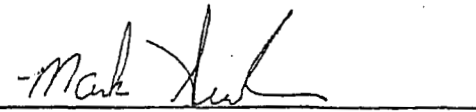
By:



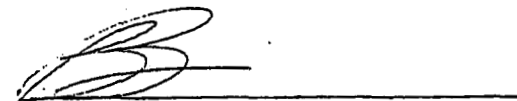
By: Flordeco, Inc., General Partner
Allan E. Fox, President of Flordeco, Inc.



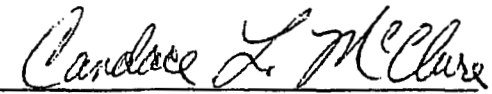
Witness



Witness



Witness



Witness

STATE OF FLORIDA
COUNTY OF LEE

Aug The foregoing instrument was sworn to and acknowledged before me this 1 day of July, 2006, by Fred Partin, who is personally known to me or produced _____ as identification, on behalf of Bonita Springs Utilities, Inc.

Sandra Huckelberry
Print Name:
Notary Public



Sandra Huckelberry
My Commission DD116235
Expires August 15, 2006

My commission expires:
CC#
SEAL

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 31 day of July, 2006, by Allen E. H., who is personally known to me or produced _____ as identification, on behalf of Spring Creek Villages, Ltd.

Agnes C. Boller
Print Name:
Notary Public Agnes C. Boller



Agnes C. Boller
MY COMMISSION # DD172569 EXPIRES
February 10, 2007
BONDED THRU TROY FAIN INSURANCE, INC

My commission expires: 2-10-07
CC#
SEAL DD172569