



16554 Cagan Crossings Boulevard - Suite No. 2
Clermont, Florida 34714

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August 13, 2007

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

Re: Filing Service Agreement for Southlake Utilities, Inc.

Dear Ms. Cole:

Pursuant to Rule 25-30.550, Florida Administrative Code, Southlake Utilities, Inc. ("Southlake"), hereby files with the Florida Public Service Commission ("Commission") the following agreement:

Viceroy Group, LLC
at Cagan's Town Center

Viceroy Group, LLC has reserved 0.29 ERC's or 0.000100 MGD for domestic water capacity and 0.33 ERC's or 0.000100 MGD for wastewater capacity.

Southlake Water Treatment Plant has a capacity of 2.916 MGD and the current 3 month average daily flow is 1.808 MGD. Southlake Wastewater Treatment Plant has a capacity of 1.115 MGD AADF and the current 3 month average daily flow is 0.695 MGD.

Southlake has filed a replacement tariff with the Commission. Unlike its previous tariff, the new tariff does not include a standard developer agreement in the service availability policy section of the tariff. The enclosed developer agreement is not based upon the old developer agreement, but upon the replacement tariff and the Commission's orders changing Southlake's service availability charges, including changes to plant capacity charges and Allowance for Funds Prudently Invested Charges.

Please call me at (352) 636-8072 if you have any questions.

Sincerely,

Randall W. Corbin
Manager

Copy: Project File

RECEIVED-FPSC
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COMMISSION
CLERK

Phone Number (352) 394-8898 Fax Number (352) 394-8894

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

WATER AND WASTEWATER AGREEMENT

ORIGINAL

APPLICANT: VICEROY GROUP, LLC

MAILING ADDRESS: 16744 Cagan Crossings Blvd., Suite 207 – Clermont, FL 34714

PHONE NO: 352-250-6557

VICEROY GROUP, LLC, whose address is, 16744 Cagan Crossings Blvd., Suite 207 – Clermont, FL 34714 hereinafter referred to as "Applicant," hereby requests water and wastewater utility service from SOUTHLAKE UTILITIES, INC., and agrees to abide by the following terms and conditions:

1. SOUTHLAKE UTILITIES, INC., whose address is 11654 Cagan Crossings Boulevard, Suite 2 – Clermont, Florida 34714, hereinafter referred to as "Service Company," shall supply water and wastewater service at the premises noted herein and Applicant promises to purchase water and wastewater utility service and pay Service Company therefore in accordance with Service Company's schedule of rates which shall from time to time be legally in effect and applicable to the service applied for, and to conform to and abide by Service Company's rules and regulations in force relating to such service approved by the Florida Public Service Commission.
2. Service to be provided under this Agreement is limited to: One (1) retail space in Cagan Crossings Town Center located at 16744 Cagan Crossings Blvd., part of Unit No. 207 (1,995 SF), Clermont, Florida 34714.
3. On the date of execution of this Agreement, Applicant shall pay to Service Company the contribution to utility plant, water meter(s) and fees as approved by the Florida Public Service Commission in Service Company's Tariff.
 - a) Building Water Service: Applicant is reserving 0.29 (100 Gallons per Day) Equivalent Residential Connections ("ERC's") for water service for \$433.00 per ERC, a total of \$123.41
 - b) Building Wastewater Service: Applicant is reserving 0.33 (100 Gallons per Day) ERC's for wastewater service for \$970.00 per ERC, a total of \$322.53.
 - c) Building meters - Applicant requires one (1) 5/8" X 3/4" meter at \$130.00 each for a meter fee of \$130.00
 - d) Deposit - Building meters – (1) 5/8" X 3/4" - Water \$35.00 ea. / Wastewater \$35.00 ea. – Total \$70.00
 - e) Connection fee - Building meter - One (1) metered account at \$15.00 each – Total \$15.00.

Any additional connections or building area expansion will require Service Company's prior approval and payment of additional connection fees in the amount approved by appropriate regulatory agencies at that time.

TOTAL CHARGES AND FEES DUE UPON EXECUTION OF THIS AGREEMENT (Items 3a—3e) \$660.94

4. This Agreement shall inure to and be binding upon the successors and/or assigns of the parties hereto.
5. Service Company's obligations under this Agreement are contingent upon the Applicant obtaining approvals from all concerned governmental agencies. Applicant hereby assumes the risk of loss as a result of the denial or withdrawal of approval of any concerned governmental agency
6. Applicant shall remain liable and responsible for making payment to Service Company for all water and wastewater utility services provided hereunder until Applicant's successor or assigns shall make a separate application for service as a new customer and is accepted as a new customer by Service Company.

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FPSC-COMMISSION CLERK

7. Applicant shall give Service Company written notice that Applicant is connecting his water and wastewater system to the Service Company's water and wastewater system no less than one (1) day prior to said connection for inspection.

8. Water and wastewater service rendered under this Service Agreement shall be in accordance with Service Company's Service Availability Policy approved by the Florida Public Service Commission.

9. Wastewater discharges into the Service Company's wastewater collection system shall at all time be in compliance with local, State and Federal Regulations. Service Company may prohibit certain discharges into the wastewater collection system and may require pretreatment before discharging such wastewater into the wastewater collection system.

(a) Water from air condensation cooling coils will not be allowed to be drained into the wastewater collection system. Water of this type is to be drained into storm drains or holding ponds.

(b) Separate water meters and service lines are required if wastewater charges are to be eliminated from air conditioning cooling water. At no time will deduct meters or sub-metering be allowed to eliminated wastewater charges.

(c) An approved backflow prevention device shall be installed by the Applicant on the customer side of each water meter. The backflow preventor shall be owned and maintained by the Applicant, his successors or assigns and shall be accessible at all times to the Service Company for inspection. Applicant is responsible for performing an annual test on the approved backflow device with a copy of the test results sent to Service Company. Upon final notification to Applicant of non-compliance of required installation and/or testing of the backflow prevention device, Service Company shall have the right to disconnect service until compliance is met and charge a fee for reconnecting service.

10. In the event work on the Applicant's Property is not commenced within one hundred eighty (180) calendar days of the date of this Contract, or if work when commenced is suspended, abandoned or not in active progress at any time for a period of one hundred eighty (180) calendar days, then any obligations or duties or refunds of the Service Company arising out of or prescribed by this Contract shall be null and void and unenforceable.

11. Service Company shall have the right to refuse to provide service to any lot or building until Applicant complies with all of the terms and conditions of this Agreement.

Dated this 19 day of July, 2007.

Witnesses to Applicant Jackie Kelly
Amanda Narehood By:

VICEROY GROUP, LLC

~~AMANDA NAREHOOD~~ Jackie Kelly
Printed

[Signature]

Signature

Michelle Miller

Its

Krunal Patel

"APPLICANT"

Michelle Miller
Printed

Witnesses to Service Company

Michael Miller

By: SOUTHLAKE UTILITIES, INC.

Michele Miller

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Signature

[Signature]

Its President
"SERVICE COMPANY"

[Signature]

James H McCloskey II

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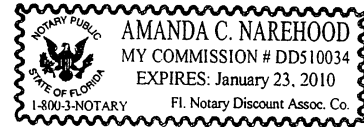
STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 19 day of July, 2007, by Krunal Patel, of Viceroy Group, LLC. He who is personally known to me or who has produced a driver's license as identification and who did take an oath. FL DL# P340-502-82-069-0

Amanda C Narehood

NOTARY PUBLIC

My Commission Expires: January 23, 2010



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 8 day of August, 2007, by Jeff Cagan, of Southlake Utilities, Inc., on behalf of the corporation. He who is personally known to me or who has produced a driver's license as identification and who did take an oath.

[Signature]

NOTARY PUBLIC

My Commission Expires: June 11, 2010

