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BRIAN J. STREET

ROBERT M. C. ROSE, (1924-2006)

September 5, 2007

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

Re: Aloha Utilities, Inc.;  
Developer Agreements  
Our File No. 26038.18

RECEIVED-FPSC  
07 SEP -5 PM 2:54  
COMMISSION  
CLERK

Dear Ms. Cole:

Pursuant to Commission Rule 25-30.550, Florida Administrative Code, please find enclosed the following documents for filing on behalf of Aloha Utilities, Inc.:

Robert E. Lippy  
Diamond 3 Corp (Trinity Commons)  
SR 54 Professional Building LLC  
Trinity Town Center, LLLP

Customer Service Agreement  
Customer Service Agreement  
Developer Agreement  
Developer Agreement

In accordance with the aforementioned Rule, we will deem these Agreements 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 matter, please do not hesitate to contact me.

Sincerely,

  
John R. Jenkins  
For the Firm

JRJ/kem  
Enclosure  
cc: Ms. Pam Yacobelli (w/o enclosure)

DOCUMENT NUMBER-DATE

08056 SEP-5 5

FPSC-COMMISSION CLERK

# *Aloha Utilities, Inc.*

*6915 Perrine Ranch Road  
New Port Richey, FL 34655*  

---

*(727) 372-0115 Fax (727) 372-2677  
www.aloha-water.com*

August 29, 2007

Mr. John Jenkins  
Rose, Sundstrom & Bentley, LLP  
2548 Blirstone Pines Drive  
Tallahassee, FL 32301

RE: Developer Agreements

Dear Mr. Jenkins:

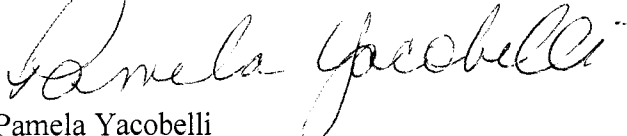
Enclosed, please find the following documents to be filed with the Florida Public Service Commission.

|                                  |                            |
|----------------------------------|----------------------------|
| Robert E. Lippy                  | Customer Service Agreement |
| Diamond 3 Corp (Trinity Commons) | Customer Service Agreement |
| SR 54 Professional Building LLC  | Developer Agreement        |
| Trinity Town Center              | Developer Agreement        |

Should you have any questions, please do not hesitate to contact our office.

Thank you for your attention to this matter.

Sincerely,

  
Pamela Yacobelli  
Administration Manager

PY/jlw

Enclosures

*admin1/letters/07gencorr/Jenkins -- Developer Agreements*

This instrument prepared by:

Return to:

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

Pamela Yacobelli  
6915 Perrine Ranch Road  
New Port Richey, FL 34655  
(727) 372-0115

CUSTOMER SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 17<sup>th</sup> day of August, 2006, by and between Robert E. Lipply ~~xx Florida Corporation~~ whose address is 2973 Northfield Dr, Tarpon Springs, FL 34688, hereinafter referred to as "Customer", and ALOHA UTILITIES, INC., a Florida corporation, whose address is 6915 Perrine Ranch Road, New Port Richey, Florida 34655 hereinafter referred to as "Service Company,"

WHEREAS, Customer owns certain lands located in Pasco County, Florida, and described in Exhibit "A", incorporated herein (the "Property"), on which Customer intends to construct the following:

Number of units: 1  
Type of units: Single family  
(i.e. single family, multi-family, commercial)  
Total Maximum Gallons Per Day: 350

WHEREAS, Customer is requesting and Service Company is willing to provide central water treatment and distribution, reclaimed water distribution and sewage collection and treatment services to the Property in accordance with this Agreement, its Tariff and Service Availability Policy, and applicable rules of the Public Service Commission;

NOW, THEREFORE, for and in consideration of the premises the mutual undertakings and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and Service Company agree as follows:

1. The foregoing statements are true and correct and an integral part hereof.
2. The definitions set forth as Exhibit "B" and incorporated herein shall apply to this Agreement.
3. System Capacity Charges. Upon execution of this Agreement Customer shall pay to Service Company the following "System Capacity Charges:"

|                               |    |               |
|-------------------------------|----|---------------|
| Water Service Charge:         | \$ | <u>126.86</u> |
| Sewer Service Charge:         | \$ | <u>151.90</u> |
| Total System Capacity Charge: | \$ | <u>278.76</u> |

Upon payment of said System Capacity Charges, Service Company agrees to provide water, reclaimed water and sewer service to the Property within 60 days in accordance with the terms of this Agreement. In the event Customer utilizes capacity for more Gallons Per Day than are set forth above, he or she shall be required to pay the System Capacity Charges for such excess capacity within 30 days of demand by Service Company at the System Capacity Charge then in effect. Notwithstanding anything herein to the contrary, if the Property uses capacity in excess of the amounts secured under this Agreement, Service Company may require payment of additional System Capacity Charges as a condition of providing continued service.

4. Service Connection. Customer shall be responsible for connecting the Consumer Installation to the water meter, reclaimed water meter or sewer lines of Service Company at the Point of Delivery. Application for the installation of water and reclaimed water meters shall be made at least seventy-two (72) hours in advance, not including Saturdays, Sundays, and holidays. All Consumer Installation connections shall be made in accordance with standard engineering practices, must be inspected by Service Company before backfilling and covering of any pipes. Notice to Service Company requesting an inspection of a Consumer Installation connection and requests for installation of water and reclaimed water meters shall be made to Service Company at least seventy-two (72) hours in advance, not including Saturdays, Sundays, and holidays. Customer shall bear the cost of constructing, operating, repairing or maintaining Consumer Installations and Service Company's inspection and recording charge (if any) in effect at the time of connection.

5. Domestic Waste. No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the Consumer will be responsible for payment of any cost incurred to correct or repair any resulting damage, and Customer will so advise all residents of the Property.

6. Rates. Service Company agrees that the rates to be charged to Customer shall be those set forth in the tariff of Service Company approved by the applicable governmental agency, which may be amended from time to time.

7. Exclusive Right to Provide Service. Customer shall not allow anyone other than Service Company to provide potable water, reclaimed water or sewer services to the Property.

8. Guaranteed Revenue. Pursuant to Service Company's Service Availability Policy, Service Company may require the Customer to pay a guaranteed revenue charge which is equal to the minimum rate (base facility charge) for each water and sewer (wastewater) equivalent residential connection if Customer fails to begin receiving service within 120 days of the date of this Agreement.

9. Binding Effect of Agreement. This Agreement shall be binding upon Customer and Service Company and their respective assigns and successors. The rights and obligations created pursuant to this Agreement shall be deemed to run with the land. This Agreement may not be assigned without Service Company's written consent.

10. Laws of Florida. This Agreement shall be governed by the laws of the State of Florida, and shall be subject to any approvals which must be obtained from governmental authority. Time is of the essence under this Agreement.

11. Costs and Attorney's Fees. In the event the Service Company or Customer is required to enforce this Agreement by Court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all attorneys fees and costs incurred, including such fees and costs on appeal.

12. 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, said party shall not be liable for such non-performance.

13. Conservation and Reuse of Water Resources. The Customer agrees to accept and receive Service Company's reclaimed water for spray irrigation on the Property. Customer covenants and agrees that Service Company's reclaimed water, if available, shall always be the primary source of water for any non-potable use for the Property. Customer will, at Customer's sole cost and expense, install such lines and facilities for the disposition of said effluent on the Property. Customer agrees to pay all of Service Company's approved rates and charges for reuse service, which may include the cost of Customer's proportionate share of the lines, transmission costs reasonably required to transport reclaimed water to the Property, which costs may include, but not be limited to design, engineering, permitting, construction, and inspection fees.

14. Administrative Costs. At the time of execution of this Customer Agreement, covering the 1 ERC's for water and 1.3 ERC's for sewer within Customer's property, Customer shall pay to Service Company an advance deposit of \$\_\_\_\_\_ to cover the additional Utility cost of legal, engineering, and other expenses incurred by the Utility in reviewing engineering plans, inspection, administrative and legal expenses prudently incurred by the Utility in the negotiation, drafting, execution, and/or performance of this Agreement. It is anticipated that the actual cost for such expenses, will be the same as the advance deposit listed above. As such, with the execution of the Customer Agreement, Customer shall pay to Service Company \$\_\_\_\_\_ to cover such expenses in addition to all other charges imposed under this Agreement. To the extent that those costs ultimately exceed this advance deposit, Customer will be billed for such additional costs with proof of such additional costs supplied to Customer and Customer will pay those costs within twenty (20) days of demand or Service Company shall have the right to refuse further service to any properties of Developer or any future phases or parcels of Developer's property and to discontinue service to any existing parcels receiving service from Service Company.

IN WITNESS WHEREOF, Customer 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 counterparts shall be considered an original executed copy of this Agreement.

WITNESSES:

Jennifer Wilkowski  
Print Name: Jennifer Wilkowski

Donna Tall  
Print Name: Donna Tall

ALOHA UTILITIES, INC.

By: [Signature]  
President

WITNESSES:

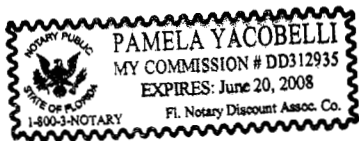
Sunny L. Moody  
Print Name: Sunny L. Moody

By: [Signature]  
Print Name/Title: Robert E. Lipply  
Property Owner

[Signature]  
Print Name: Jon Moody

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2006, by Stephen Watford President of ALOHA UTILITIES, INC., a Florida Corporation, who is personally known to me, on behalf of said Corporation.



[Signature]  
Notary Public

My Commission Expires: 6-20-08

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2006,  
by Robert E. Lippy, \_\_\_\_\_ of \_\_\_\_\_, who is  
personally known to me or produced \_\_\_\_\_ as identification, on behalf of said  
organization.



Sunny L. Moody  
Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

A parcel of land lying in Section 34, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 34, run thence along the East boundary of said Section 34, S.00°29'06"W., 320.01 feet to a point on the North right-of-way line of MITCHELL BOULEVARD; thence along the North right-of-way line of MITCHELL BOULEVARD the following two (2) courses; 1) N.89°32'02"W., 131.44 feet to a point of curvature: 2) Southwesterly, 928.89 feet along the arc of a curve to the left, having a radius of 1845.00 feet and a central angle of 28°50'46" (chord bearing S.76°02'35"W., 919.11 feet; thence leaving said right-of-way line, N.28°22'48"W., 93.13 feet to the POINT OF BEGINNING; thence WEST, 13.33 feet; thence SOUTH, 12.83 feet; thence WEST, 12.00 feet; thence NORTH, 12.83 feet; thence WEST, 13.67 feet; thence SOUTH, 12.83 feet; thence WEST, 12.00 feet; thence NORTH, 12.83 feet; thence WEST, 11.67 feet; thence NORTH, 1.33 feet; thence EAST, 2.33 feet; thence NORTH, 39.00 feet; thence WEST, 2.33 feet; thence NORTH, 1.17 feet; thence WEST, 4.00 feet; thence NORTH, 4.00 feet; thence EAST, 4.00 feet; thence NORTH, 56.50 feet; thence EAST, 29.00 feet; thence SOUTH, 2.00 feet; thence EAST, 11.17 feet; thence NORTH 2.00 feet; thence EAST, 9.50 feet; thence NORTH, 4.00 feet; thence EAST, 4.00 feet; thence SOUTH, 4.00 feet; thence EAST, 9.00 feet; thence SOUTH, 1.33 feet; thence WEST, 1.00 feet; thence SOUTH, 13.59 feet; thence EAST, 4.75 feet; thence SOUTH, 12.58 feet; thence WEST, 4.75 feet; thence SOUTH, 15.16 feet; thence EAST, 1.00 feet; thence SOUTH, 1.17 feet; thence EAST, 4.00 feet; thence SOUTH, 4.00 feet; thence WEST, 4.00 feet; thence SOUTH, 34.62 feet; thence EAST, 4.75 feet; thence SOUTH, 8.70 feet; thence WEST, 4.75 feet; thence SOUTH, 10.85 feet to the POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

DESCRIPTION (AREA "A"): A parcel of land lying in Section 34, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 34, run thence along the East boundary of said Section 34, S.00°29'06"W., 320.01 feet to a point on the North right-of-way line of MITCHELL BOULEVARD; thence along the North right-of-way line of MITCHELL BOULEVARD the following two (2) courses; 1) N.89°32'02"W., 131.44 feet to a point of curvature: 2) Southwesterly, 733.46 feet along the arc of a curve to the left, having a radius of 1845.00 feet and a central angle of 22°46'39" (chord bearing S.79°04'39"W., 728.64 feet; thence leaving said right-of-way line, N.22°18'40"W., 15.00 feet to a point on a curve and the POINT OF BEGINNING; thence Southwesterly, 293.91 feet along the arc of a curve to the left, having a radius of 1860.00 feet and a central angle of 09°03'13" (chord bearing S.63°09'43"W., 293.61 feet); thence N.31°42'15"W., 60.86 feet; thence N.28°29'08"W., 16.54 feet; thence N.17°23'41"W., 11.65 feet; thence N.08°32'18"W., 15.53 feet; thence N.01°29'36"W., 6.21 feet; thence NORTH, 47.00 feet; thence N.00°01'08"E., 45.37 feet; thence N.04°51'03"E., 11.65 feet; thence N.12°26'22"E., 11.65 feet; thence N.23°26'36"E., 16.89 feet to a point of curvature; thence Northeasterly, 8.84 feet along the arc of a curve to the right, having a radius of 87.50 feet and a central angle of 05°47'12" (chord bearing N.30°10'11"E., 8.83 feet) to a point of compound curvature; thence Northeasterly, 14.41 feet along the arc of a curve to the right, having a radius of 14.50 feet and a central angle of 56°56'13" (chord bearing N.61°31'54"E., 13.82 feet) to a point of tangency; thence EAST, 81.73 feet; thence N.29°53'35"E., 97.68 feet; thence EAST, 141.22 feet; thence SOUTH, 133.87 feet to a point of curvature; thence Southeasterly, 63.26 feet along the arc of a curve to the left, having a radius of 212.48 feet and a central angle of 17°03'29" (chord bearing S.08°31'47"E., 63.03 feet) to the POINT OF BEGINNING.



LESS AND EXCEPT:

A parcel of land lying in Section 34, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 34, run thence along the East boundary of said Section 34, S.00°29'06"W., 320.01 feet to a point on the North right-of-way line of MITCHELL BOULEVARD; thence along the North right-of-way line of MITCHELL BOULEVARD the following two (2) courses; 1) N.89°32'02"W., 131.44 feet to a point of curvature: 2) Southwesterly, 928.89 feet along the arc of a curve to the left, having a radius of 1845.00 feet and a central angle of 28°50'46" (chord bearing S.76°02'35"W., 919.11 feet; thence leaving said right-of-way line, N.28°22'48"W., 93.13 feet to the POINT OF BEGINNING; thence WEST, 13.33 feet; thence SOUTH, 12.83 feet; thence WEST, 12.00 feet; thence NORTH, 12.83 feet; thence WEST, 13.67 feet; thence SOUTH, 12.83 feet; thence WEST, 12.00 feet; thence NORTH, 12.83 feet; thence WEST, 11.67 feet; thence NORTH, 1.33 feet; thence EAST, 2.33 feet; thence NORTH, 39.00 feet; thence WEST, 2.33 feet; thence NORTH, 1.17 feet; thence WEST, 4.00 feet; thence NORTH, 4.00 feet; thence EAST, 4.00 feet; thence NORTH, 56.50 feet; thence EAST, 29.00 feet; thence SOUTH, 2.00 feet; thence EAST, 11.17 feet; thence NORTH 2.00 feet; thence EAST, 9.50 feet; thence NORTH, 4.00 feet; thence EAST, 4.00 feet; thence SOUTH, 4.00 feet; thence EAST, 9.00 feet; thence SOUTH, 1.33 feet; thence WEST, 1.00 feet; thence SOUTH, 13.59 feet; thence EAST, 4.75 feet; thence SOUTH, 12.58 feet; thence WEST, 4.75 feet; thence SOUTH, 15.16 feet; thence EAST, 1.00 feet; thence SOUTH, 1.17 feet; thence EAST, 4.00 feet; thence SOUTH, 4.00 feet; thence WEST, 4.00 feet; thence SOUTH, 34.62 feet; thence EAST, 4.75 feet; thence SOUTH, 8.70 feet; thence WEST, 4.75 feet; thence SOUTH, 10.85 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT:

Commence at the Northeast Corner of Section 34, Township 26 South, Range 16 East, Paso County, Florida; Thence Run North 89°32'02" West, 920.50 Feet along the North Boundary Line of Said Section 34; Thence Run South 0°27'58" West, 326.46 Feet to the Point of Beginning; Thence Run South 0°0'00" East, 70.12 Feet; Thence Run South 90°0'00" West, 14.75 Feet; Thence Run South 0°0'00" East, 8.0 Feet; Thence Run South 90°0'00" West, 20.13 Feet; Thence Run North 0°0'00" West, 8 Feet, Thence Run South 90°0'00" West, 25.22 Feet; Thence Run North 0°0'00" West, 70.12 Feet; Thence Run North 90°0'00" East, 60.12 Feet to the POINT OF BEGINNING.

EXHIBIT "B"  
DEFINITIONS

- a. "Customer" - The person(s) or entity/entities on the Property that actually utilize the water and sewer services of Service Company, which may include Customer.
- b. "Consumer Installation" - All facilities on the Consumer's side of the Point of Delivery (as hereinafter defined).
- c. "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow of water (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 and 129 gallons per day (gpd) for sewer.
- d. "Point of Delivery" - The point where the sewer pipes or water or reclaimed water meters of Service Company connect with the pipes of the Consumer. Unless otherwise indicated in writing, Point of Delivery shall be at the Consumer's lot line.
- e. "Service" - The readiness and ability on the part of Service Company to furnish and maintain water treatment and distribution, reclaimed water distribution and sewage collection services to the Point of Delivery for Customers (pursuant to applicable rules and regulations of applicable regulatory agencies.)
- f. "System Capacity Charge" - The charge made by the Service Company for each new connection to the utility system, which charge is designated to defray a portion of the cost of the utility system.

This instrument prepared by:

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

Return to:

Pamela Yacobelli  
6915 Perrine Ranch Road  
New Port Richey, FL 34655  
(727) 372-0115

CUSTOMER SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of February, 2007, by and between Diamond 3 Corp, a Florida Corporation whose address is 1831 N. Belcher Rd. G-3 Clw. FLA. 33765, hereinafter referred to as "Customer", and ALOHA UTILITIES, INC., a Florida corporation, whose address is 6915 Perrine Ranch Road, New Port Richey, Florida 34655 hereinafter referred to as "Service Company,"

WHEREAS, Customer owns certain lands located in Pasco County, Florida, and described in Exhibit "A", incorporated herein (the "Property"), on which Customer intends to construct the following:

Number of units: 1  
Type of units: Commercial  
(i.e. single family, multi-family, commercial)  
Total Maximum Gallons Per Day: Water - 580 gpd  
Sewer - 580 gpd

WHEREAS, Customer is requesting and Service Company is willing to provide central water treatment and distribution, reclaimed water distribution and sewage collection and treatment services to the Property in accordance with this Agreement, its Tariff and Service Availability Policy, and applicable rules of the Public Service Commission;

NOW, THEREFORE, for and in consideration of the premises the mutual undertakings and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and Service Company agree as follows:

1. The foregoing statements are true and correct and an integral part hereof.
2. The definitions set forth as Exhibit "B" and incorporated herein shall apply to this Agreement.
3. System Capacity Charges. Upon execution of this Agreement Customer shall pay to Service Company the following "System Capacity Charges:"

|                               |                    |
|-------------------------------|--------------------|
| Water Service Charge:         | \$ <u>1,933.14</u> |
| Sewer Service Charge:         | \$ <u>7,418.20</u> |
| Total System Capacity Charge: | \$ <u>9,351.34</u> |

Upon payment of said System Capacity Charges, Service Company agrees to provide water, reclaimed water and sewer service to the Property within 60 days in accordance with the terms of this Agreement. In the event Customer utilizes capacity for more Gallons Per Day than are set forth above, he or she shall be required to pay the System Capacity Charges for such excess capacity within 30 days of demand by Service Company at the System Capacity Charge then in effect. Notwithstanding anything herein to the contrary, if the Property uses capacity in excess of the amounts secured under this Agreement, Service Company may require payment of additional System Capacity Charges as a condition of providing continued service.

4. Service Connection. Customer shall be responsible for connecting the Consumer Installation to the water meter, reclaimed water meter or sewer lines of Service Company at the Point of Delivery. Application for the installation of water and reclaimed water meters shall be made at least seventy-two (72) hours in advance, not including Saturdays, Sundays, and holidays. All Consumer Installation connections shall be made in accordance with standard engineering practices, must be inspected by Service Company before backfilling and covering of any pipes. Notice to Service Company requesting an inspection of a Consumer Installation connection and requests for installation of water and reclaimed water meters shall be made to Service Company at least seventy-two (72) hours in advance, not including Saturdays, Sundays, and holidays. Customer shall bear the cost of constructing, operating, repairing or maintaining Consumer Installations and Service Company's inspection and recording charge (if any) in effect at the time of connection.

5. Domestic Waste. No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the Consumer will be responsible for payment of any cost incurred to correct or repair any resulting damage, and Customer will so advise all residents of the Property.

6. Rates. Service Company agrees that the rates to be charged to Customer shall be those set forth in the tariff of Service Company approved by the applicable governmental agency, which may be amended from time to time.

7. Exclusive Right to Provide Service. Customer shall not allow anyone other than Service Company to provide potable water, reclaimed water or sewer services to the Property.

8. Guaranteed Revenue. Pursuant to Service Company's Service Availability Policy, Service Company may require the Customer to pay a guaranteed revenue charge which is equal to the minimum rate (base facility charge) for each water and sewer (wastewater) equivalent residential connection if Customer fails to begin receiving service within 120 days of the date of this Agreement.

9. Binding Effect of Agreement. This Agreement shall be binding upon Customer and Service Company and their respective assigns and successors. The rights and obligations created pursuant to this Agreement shall be deemed to run with the land. This Agreement may not be assigned without Service Company's written consent.

10. Laws of Florida. This Agreement shall be governed by the laws of the State of Florida, and shall be subject to any approvals which must be obtained from governmental authority. Time is of the essence under this Agreement.

11. Costs and Attorney's Fees. In the event the Service Company or Customer is required to enforce this Agreement by Court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all attorneys fees and costs incurred, including such fees and costs on appeal.

12. 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, said party shall not be liable for such non-performance.

13. Conservation and Reuse of Water Resources. The Customer agrees to accept and receive Service Company's reclaimed water for spray irrigation on the Property. Customer covenants and agrees that Service Company's reclaimed water, if available, shall always be the primary source of water for any non-potable use for the Property. Customer will, at Customer's sole cost and expense, install such lines and facilities for the disposition of said effluent on the Property. Customer agrees to pay all of Service Company's approved rates and charges for reuse service, which may include the cost of Customer's proportionate share of the lines, transmission costs reasonably required to transport reclaimed water to the Property, which costs may include, but not be limited to design, engineering, permitting, construction, and inspection fees.

14. Administrative Costs. At the time of execution of this Customer Agreement, covering the 1.93 ERC's for water and 4.50 ERC's for sewer within Customer's property, Customer shall pay to Service Company an advance deposit of \$ N/A to cover the additional Utility cost of legal, engineering, and other expenses incurred by the Utility in reviewing engineering plans, inspection, administrative and legal expenses prudently incurred by the Utility in the negotiation, drafting, execution, and/or performance of this Agreement. It is anticipated that the actual cost for such expenses, will be the same as the advance deposit listed above. As such, with the execution of the Customer Agreement, Customer shall pay to Service Company \$ N/A to cover such expenses in addition to all other charges imposed under this Agreement. To the extent that those costs ultimately exceed this advance deposit, Customer will be billed for such additional costs with proof of such additional costs supplied to Customer and Customer will pay those costs within twenty (20) days of demand or Service Company shall have the right to refuse further service to any properties of Developer or any future phases or parcels of Developer's property and to discontinue service to any existing parcels receiving service from Service Company.

IN WITNESS WHEREOF, Customer 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 counterparts shall be considered an original executed copy of this Agreement.

WITNESSES:

Pamela Yacobelli  
Print Name: Pamela Yacobelli

Crystal Hinton  
Print Name: Crystal Hinton

ALOHA UTILITIES, INC.

By: Stephen Watford  
President

WITNESSES:

[Signature]  
Print Name: ROBERT C. STERNUTT, JR.

[Signature]

Print Name: ROBERT C. STERNUTT

DIAMOND 3 CORP

By: James B. Durkin  
JAMES K. KRIVICKS  
Print Name/Title: President

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February, 2007, by Stephen Watford President of ALOHA UTILITIES, INC., a Florida Corporation, who is personally known to me, on behalf of said Corporation.

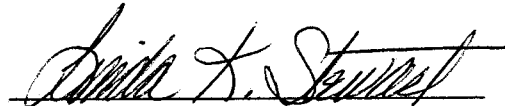
Jennifer L. Wilkowski  
Notary Public

My Commission Expires: 12/10/10



STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2007,  
by James K. Krivacs, President of Diamond 3 Corp., who is  
personally known to me or produced \_\_\_\_\_ as identification, on behalf of said  
organization.



Notary Public

My Commission Expires: MARCH 20, 2007

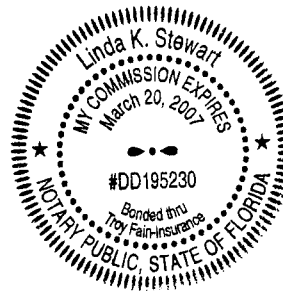


EXHIBIT "B"  
DEFINITIONS

- a. "Customer" - The person(s) or entity/entities on the Property that actually utilize the water and sewer services of Service Company, which may include Customer.
  
- b. "Consumer Installation" - All facilities on the Consumer's side of the Point of Delivery (as hereinafter defined).
  
- c. "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow of water (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 and 129 gallons per day (gpd) for sewer.
  
- d. "Point of Delivery" - The point where the sewer pipes or water or reclaimed water meters of Service Company connect with the pipes of the Consumer. Unless otherwise indicated in writing, Point of Delivery shall be at the Consumer's lot line.
  
- e. "Service" - The readiness and ability on the part of Service Company to furnish and maintain water treatment and distribution, reclaimed water distribution and sewage collection services to the Point of Delivery for Customers (pursuant to applicable rules and regulations of applicable regulatory agencies.)
  
- f. "System Capacity Charge" - The charge made by the Service Company for each new connection to the utility system, which charge is designated to defray a portion of the cost of the utility system.



PROJECT NAME/PHASE/UNIT: \_\_\_\_\_

This instrument prepared by:  
John R. Jenkins, Esquire  
Rose, Sundstrom and Bentley LLP  
2548 Blaiirstone Pines Drive  
Tallahassee, FL 32301  
(850) 877-6555

Return to:  
Pamela Yacobelli  
Aloha Utilities, Inc.  
6915 Perrine Ranch Road  
New Port Richey, FL 34655  
(727) 372-0115

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into this 20<sup>th</sup> day, of August, 2007 by and between Sr 54 Professional Building LLC, a Florida corporation, hereinafter referred to as "Developer", and ALOHA UTILITIES, INC., a Florida corporation, hereinafter referred to as "Service Company",

WHEREAS, Developer owns or is about to acquire a fee interest in certain lands located in Pasco County, Florida, and described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property", and Developer presently intends to develop the Property into a commercial and professional office complex together with such other uses as permitted by the appropriate zoning classifications or designations, and appurtenant facilities but reserves all rights to change the use of the Property at any time or times; and

WHEREAS, in order to meet the financial and general requirements of Federal, State and local governmental agencies, including, but not limited to, the Pollution Control agencies, the Department of Environmental Protection, the Florida Public Service Commission and other agencies having jurisdiction over the Service Company or the Property (herein generally called "Public Agencies"), it is necessary that adequate central water distribution, reclaimed water distribution and sewage collection services be provided to serve the Property, the users of the Property and the appurtenant facilities to be located on the Property; and

WHEREAS, Developer is not certified to provide central water distribution, reclaimed water distribution and sewage collection services to serve the Property, but is desirous of promoting the construction of such facilities so that the Property will receive adequate water, reclaimed water and sewage service; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement, central water treatment and distribution, reclaimed water distribution and sewage collection and treatment services to the Property and thereafter operate applicable facilities so that the occupants of the improvement on the Property and the appurtenant facilities will receive an adequate water supply, reclaimed water distribution and sewage collection and disposal service from Service Company;

NOW, THEREFORE, for and in consideration of the premises the mutual undertakings and agreements herein contained and assumed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Service Company hereby covenant and agree as follows:

1. The foregoing statements are true and correct and an integral part hereof.
2. The following terms shall have the following definitions for the purpose of interpreting this Agreement:

(a) "Consumer" - The person(s) or entity/entities on the Property that actually utilize the water, reclaimed water and sewer services of Service Company, which may include Developer.

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

(c) "Contribution-in-aid-of-Construction (CIAC)" - The sum of money and/or the value of Property including real property represented by the cost of the water distribution, reclaimed water distribution and sewage collection systems, including but not limited to lift stations and treatment plants, constructed or to be constructed by Developer which Developer transfers to Service Company at no cost or charge to Service Company to provide utility services to the Property or any portion thereof.

(d) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow of water (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 and 129 gallons per day (gpd) for sewer.

(e) "Notice to Proceed" - A document executed by Developer expressing a formal order pursuant to this Agreement, for the start of specific water, reclaim or sewer service.

(f) "Point of Delivery" - The point where the sewer pipes, water meters or reclaim water meters of Service Company connect with the pipes of the Consumer. Unless otherwise indicated in writing, Point of Delivery shall be at the Consumer's lot line.

(g) "Service" - The readiness and ability on the part of Service Company to furnish and maintain water treatment, water and reclaimed water distribution and sewage collection services to the Point of Delivery for Customers (pursuant to applicable rules and regulations of applicable regulatory agencies.)

(h) "System Capacity Charge" - The charge made by the Service Company for each new connection to the utility system, which charge is designated to defray a portion of the cost of the utility system.

3. Representations and Warranties of Developer. The Developer warrants and represents that (which warranties and representations shall specifically survive the making of this Agreement and delivery of any documents required herein or the performance of any duties required herein.):

(a) It is a corporation duly organized, existing and in good standing under the laws of the State of Florida, and has the corporate power and authority to carry on its business as now conducted.

(b) Developer has the corporate power and authority to enter into and perform this Agreement, and is or is about to become the fee simple owner of the Property. This Agreement and any documentation required to be delivered hereunder will constitute the valid and binding obligation of the Developer in accordance with its terms.

(c) The making of this Agreement will not violate any provisions of any law, federal, or state, or the certificate of incorporation or by-laws of the Developer or result in the breach of or constitute an event of default under the terms of any contractual agreement to which the Developer is a party or by which the Developer is otherwise bound.

(d) No approval, authorization or consent of any court, administrative or government agency is required for any part of the execution, delivery or performance by the Developer of this Agreement.

(e) The execution and delivery of this Agreement has been duly authorized by the stockholders and directors of the Developer.

4. Representations and Warranties of Service Company. Service Company warrants and represents that (which warranties and representations shall specifically survive the making of the Agreement):

(a) Service Company is a corporation duly organized, existing and in good standing under the laws of the State of Florida and has the corporate power and authority to carry on its business as now conducted.

(b) Service Company has the corporate power and authority to enter into and perform this Agreement. This Agreement any documentation required to be delivered hereunder will constitute the valid and binding obligation of Service Company in accordance with its terms, which are in accordance with the Rules of the Public Service Commission.

(c) The making of this Agreement will not violate provisions of any statutory laws, federal or state or the certificate of incorporation or by-laws of Service Company or result in the breach of, or constitute an event of default under the terms of any contractual agreement to which Service Company is a part or by which the Service Company is otherwise bound.

(d) Service Company will comply with the applicable rules and regulations of governmental authorities having jurisdiction over its operations and this Agreement, any such applicable rules, regulations and authority, as now constituted or as amended from time to time being incorporated into this Agreement and made apart hereof by reference.

(e) Subject to obtaining all required approvals from applicable governmental authorities, Service Company agrees to provide water, reclaimed water and sewer services to the Property, as and when needed, in accordance with the terms and provisions of this Agreement.

5. System Capacity Charges. Developer agrees to pay to Service Company on the date of execution of this Agreement "System Capacity Charges" of \$17,230.00 for water service and \$12,176.08 for sewer service for 1,723 gallons per day (GPD) for water and 952 gallons per day (GPD) for sewer and Service Company agrees to reserve upon receipt of said payment, 5.74 ERC's for water and 7.38 ERC's for sewer plant capacities for Developer's proposed connections (with said System Capacity Charges being those approved by the Florida Public Service Commission or other regulatory body with jurisdiction over Service Company) and Service Company agrees to provide said water and sewer services in accordance with the terms of this Agreement, upon payment of said System Capacity Charges.

At such point in time that Developer utilizes capacity for more than 5.74 ERC's for water and 7.38 ERC's for sewer, it shall be required to pay the System Capacity Charges for such excess capacity required. The Developer agrees to pay additional system capacity charges for any usage above the base figure of 5.74 ERC's for water and 7.38 ERC's for sewer. Payment of additional System Capacity Charges shall be made within thirty (30) days of Developer's notification, by the Service Company, that Developer has exceeded the capacity as set forth above. If the Developer notifies the Service Company of its intent to develop additional units, payment of additional System Capacity Charges shall be made within 30 days of the Developer's notice of intent to develop additional units. The rate to be paid for each unit, ERC shall be the System Capacity Charge then in effect for each unit, ERC. This shall not otherwise excuse the notice provisions of Paragraph 6.

Aloha hereby agrees to provide wastewater treatment services of sufficient capacity, subject to the conditions and limitations set forth herein, for the Development of

properties described in Exhibit "A"; provided, however, that such services in the form of a collection permit shall only be provided within six (6) months, and actual wastewater treatment service within twelve (12) months, after the Developer has submitted complete permit applications and payment by Developer of system capacity charges for the proposed units requiring service.

Aloha hereby agrees to provide potable water and reclaimed water services of sufficient capacity, subject to the conditions and limitations set forth herein; provided, however, that such services shall only be provided within twelve (12) months after payment by the Developer of system capacity charges for the proposed units requiring service.

Notwithstanding anything herein to the contrary, in the event the Property uses capacity for water, sewer or reclaimed water in excess of the amounts secured under this Agreement, Service Company may require payment of additional System Capacity Charges as a condition of providing continued service.

Notwithstanding anything contained herein to the contrary, Developer and Service Company recognize and agree that under established Commission policy and case law, the service availability charges and conditions, including all system capacity charges to be assessed to any customer, are those in effect at the time permanent connection to Service Company's system is completed and the Developer or customer begins receiving service from Service Company. To the extent there has been an increase in any such Charges or Conditions between the date of execution of the Developer Agreement and the actual initiation of permanent service, Service Company shall reassess Developer and/or the customer for such differences, and payment of such reassessment shall be a precondition to the Service Company's obligation to provide water, sewer and reuse services.

6. Time of Payment. Service Company provides service to the Property pursuant to payment of System Capacity Charges. The System Capacity Charge due for capacity shall be the charge in effect at the time of connection. Such charge may be amended or revised from time to time pursuant to PSC approval. In the future, should the PSC approve a guaranteed revenue charge, an AFPI (Allowance for Funds Prudently Invested) or other charge to compensate Service Company for the cost of providing service, Developer shall be subject to such approved charges for units not yet connected pursuant to this Agreement. Nothing contained herein shall prevent or prohibit Service Company from requesting or obtaining an increase in System Capacity Charges or rates.

7. On-Site Installation. Developer hereby agrees to construct and to transfer ownership and control to Service Company as a contribution-in-aid-of-construction, of the on-site water treatment, water and reclaimed water distribution systems and sewage collection systems. The term "on-site water treatment, water and reclaimed water distribution systems and sewage collection systems" means and includes all water and reclaimed water distribution and supply mains, lines, pipes, pumps, wells, storage facilities and any other related facilities and sewage collection lines, and treatment facilities and equipment, including pumping stations, constructed within the boundaries of the Property in accordance with the terms of this Agreement, to serve each Consumer within the Property. On-site installations shall not include Consumer Installations.

(a) Plans. 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 water distribution, reclaimed water distribution and sewage collection systems proposed to be installed to provide service to Consumers within the Property. Such detailed plans may be limited to the first development phase only, and in such instance, plans for subsequent phases shall be furnished from time to time as such phases are to be developed.

However, each such development phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Service Company concurrent with or prior to submission of engineering plans for the first development phase. Developer reserves the right to modify such master plan any time in such a manner as to not unduly interfere with Service Company's existing facilities and upon modification, shall submit four (4) copies of the modified plan to Service Company. The cost of any modifications to Service Company's existing systems on the Property or to such master plan for the Property that are caused by Developer's modifications or changes shall be borne by Developer. Developer shall cause its 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 or delayed. No construction shall commence until Service Company and necessary regulatory agencies, if any, have approved such plans and specification in writing (except that regulatory agency approval shall be in writing only if so required by the regulatory agency). If permits and approved plans are returned by regulatory agencies to Developer, Developer shall submit to Service Company one (1) copy of water and/or sewer permit and approved plans. Developer shall also supply to the Service Company an itemized list of materials and all contractors to be used covering all contract items.

(b) Contractor. All sewer, water and reclaimed water contractor(s) shall be approved by Service Company, and Service Company shall not unreasonably withhold or delay its approval thereof.

(c) Construction. Developer shall provide in writing to Service Company's inspector, fifteen (15) days notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the on-site water and reclaimed water distribution and sewage collection systems as shown on the approved plans and specifications.

(d) Inspection. During the construction of the on-site water and reclaimed water distribution and sewage collection systems by Developer, Service Company shall have the right to inspect such installations at all times 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. Forty-eight (48) hours notice of all standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests shall be given to the Service Company. Tests shall demonstrate that the systems have been installed in accordance with the approved plans and specifications, good engineering practices, and the American Water Works Association criteria. The Service Company, Developer, engineer of record and utility contractor each may be present for such tests. There shall be an inspection charge to cover the Service Company's cost of inspection of installations on the Property as specified in Item #13 "Administrative Costs".

(e) Completion. 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 required regulatory agencies, if any. If certification is for the water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be included. The engineer of record shall also submit to Service Company ammonia mylars of the as-built plans prepared and certified by the engineer of record, and the recorded plat, if any, including dedication sheet, if any.

(f) Transfer of Title. Developer hereby agrees to transfer to Service Company title to all on-site water and reclaimed water distribution and sewage collection systems installed by Developer or Developer's contractor pursuant to the provisions of this Agreement. Such conveyance shall take place at the time Developer receives the Service

Company's final letter of acceptance. As evidence of said transfer of title, upon the completion of the installation and receipt of the final letter of acceptance and upon the rendering of service by Service Company, Developer shall:

(i) Convey to Service Company, by bill of sale in form reasonably satisfactory to Service Company's counsel, the on-site water distribution, reclaimed water distribution and sewage collection systems as constructed by Developer and approved by Service Company.

(ii) Assign any and all warranties, and maintenance, completion and performance bonds and the right to enforce same to the Service Company which Developer obtains from any contractor constructing the sewer, water and reclaimed water systems. Developer shall obtain a written warranty, completion, and performance and maintenance bonds from its contractor for a minimum period of twenty-four (24) months. If Developer does not obtain such written warranty and performance and maintenance bonds from its contractor and deliver same to Service Company, then in such event, Developer, by the terms of this instrument, agrees to warrant the construction of the on-site water and reclaimed water distribution and sewage collection systems installed by Developer or Developer's contractor, for a period of thirty-six (36) months from the date of acceptance by the Service Company of said utility systems.

(iii) Provide to the Service Company an executed, notarized no lien affidavit in form reasonably satisfactory to Service Company's counsel on the utility systems installed by Developer by reason of work performed or services rendered in connection with the installation of the systems.

(iv) Provide Service Company with all appropriate operation/maintenance and parts manuals.

(v) Enter into an easement agreement with Service Company for easements and/or rights-of-way covering areas in which the on-site water and reclaimed water distribution and sewage collection systems are installed, by recordable document in form acceptable to Service Company counsel.

(vi) Grant a 50-foot by 50-foot exclusive easement for any lift station sites constructed on Developer's Property, including a non-exclusive easement for ingress and egress to such site. The easement shall include a "non-disturbance agreement" as set forth below. No improvements may be made within this easement without the written consent of Service Company. Notwithstanding anything herein to the contrary, however, Developer may landscape the area of the easement.

(vii) Supply to the Service Company a copy of the invoices and an itemized list of materials used covering all contract items and a release of lien from the contractor, suppliers, and a contractor's Final Affidavit.

Service Company agrees that the issuance of the final letter of acceptance for the on-site water and reclaimed water distribution and sewage collection systems 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, except as otherwise provided herein.

8. Application for Service: Consumer Installation. Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon, shall not have the right to and shall not connect any Consumer Installation to the on-site water distribution, reclaimed water distribution and sewage collection systems facilities until formal written application has been made to Service Company by the

prospective consumer of service, or on their behalf, and the meter installation fee has been paid in accordance with the then effective rules and regulations of Service Company, and approval has been granted for such connection.

9. Easements. Developer agrees to grant and give to Service Company a non-exclusive right or privilege to maintain, repair, replace, construct and operate said on-site water distribution, reclaimed water distribution and sewage collection facilities in the area to be developed by Developer. Mortgagees, if any, holding prior liens on the Property shall, upon the reasonable request of Service Company be required to give to Service Company assurance by way of a "non-disturbance agreement" that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Service Company as long as Service Company complied with the terms of this Agreement.

Developer hereby further agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property upon which Service Company is maintaining, repairing, or operating such facilities; such that the foregoing grants shall be for the use of the Service Company, its successors or assigns; and that where roads cross easement areas such roads shall be constructed in accordance with commonly accepted engineering practices of Pasco County, Florida, or as otherwise required by law. The use of easement area by Service Company shall not preclude the use by Developer or other utilities of these easement areas, such as, for cable television, telephone, electric, roads or walkways, provided, however, that the same shall not reasonably interfere with Service Company's utilization of same and shall be in compliance with commonly accepted engineering practices of Pasco County, Florida or as otherwise required by law.

Service Company hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practice of the water, reclaim water and sewer industry with respect to the installation, maintenance, repair, replacement, construction and operation of all its facilities in any of the easement areas. Service Company agrees that it will at all times maintain such facilities in good order, condition and repair, at its sole cost and expense, in accordance with all standards and specifications which may be prescribed by any governmental or regulatory authority having jurisdiction. Service Company shall restore easement areas only to the extent of sodding and restoring sidewalks and pavement and Service Company shall not be responsible for restoring such things as shrubbery, plants, fences or other structures placed within the easement areas.

10. Agreement to Serve. Service Company covenants and agrees that upon the completion of construction of the on-site water distribution, reclaimed water distribution and sewage collection services facilities by Developer, its inspection, and the issuance of the final letter of acceptance by Service Company, Service Company will connect or oversee the connection of the on-site water distribution, reclaimed water distribution and sewage collection services facilities installed by Developer to the central facilities of Service Company. 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 water distribution, reclaimed water distribution and sewage collection services to the Property and Developer or others have connected Consumer Installations to its system, thereafter, Service Company, its successors and assigns will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement and the rules and regulations and rate schedule set by applicable governmental authorities, water, reclaimed water and sewer services to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

Although the responsibility for connecting the Consumer Installation to the water meter, reclaimed water meter or sewer 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) Application for the installation of water and reclaimed water meters shall be made at least seventy-two (72) hours in advance, not including Saturdays, Sundays, and holidays.

(b) All Consumer Installation connections main interconnects and other lines as indicated by Service Company in accordance with standard engineering practices, must be inspected by Service Company before backfilling and covering of any pipes, except as provided for in (d) below.

(c) Notice to Service Company requesting an inspection of a Consumer Installation connection may be given by or on behalf of the plumber of Developer, and the inspection will be made within seventy-two (72) hours, not including Saturdays, Sundays, and holidays.

(d) If 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 Consumer or a party other than Service Company.

(f) If a commercial kitchen, cafeteria, restaurant or other commercial food preparation or dining facility is constructed within the Property, the Service Company shall have the right to require that a grease trap be constructed, installed, connected and maintained as necessary by Consumer so that all wastewaters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Service Company. Size, materials and construction of such grease traps are subject to approval by Service Company. Such approval shall not be unreasonably withheld or delayed. Service Company shall have the on-going right during regular business hours to inspect Consumer's or Developer's premises in order to insure compliance with the provisions hereof.

No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the Consumer will be responsible for payment of the cost and expense required in correction or repairing any resulting damage, and Developer will so advise its purchasers or tenants, as applicable.

(g) Non-residential Consumers of the Service Company, acquiring water, reclaimed water and sewer service rights by and through Developer, shall not deposit into the sewer system non-domestic waste which would be classified as a hazardous substance as defined in the U.S. Comprehensive Environmental Response, Compensation and Liability Act of 1980 or successor legislation, any petroleum or product defined in Section 376.301 (15) or Section 377.19 (11), Florida Statutes, respectively, or as objectionable by the regulatory agencies of the State of Florida or the County Health Department, or the Service Company. In the event of such deposit, Service Company shall have the unilateral right to withhold further service to such Consumer until such time as corrective action has been taken and all of Service Company's cost incurred in the process of correcting same, including legal, engineering, consulting, administrative and contingent fees, are paid by the Consumer.

11. Rates. Service Company agrees that the rates to be charged to Developer and individual Consumers of water, reclaimed water and sewer 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, in any event, 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.

12. Exclusive Right to Provide Service. Developer agrees that Developer, or the successors and assigns of Developer, shall not engage in the business or businesses of providing potable water, reclaimed water or sewer services to the Property during the period of time Service Company, its successors and assigns, provide water, reclaimed water and sewer services to the Property, it being the intention of the parties hereto that under the foregoing provisions and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide water, reclaimed water and sewer services to the Property and to the occupants of such buildings or units constructed thereon, except for the providing by Developer, from its own sources and lines of water for irrigation uses.

13. Administrative Costs. At the time of execution of this Developer Agreement, covering the 5.74 ERC's for water and 7.38 ERC's for sewer within Developer's property, Developer shall pay to Service Company an advance deposit of \$4,568.61 to cover the additional Utility cost of legal, engineering, and other expenses incurred by the Utility in reviewing engineering plans, inspection, administrative and legal expenses prudently incurred by the Utility in the negotiation, drafting, execution, and/or performance of this Agreement. It is anticipated that the actual cost for such expenses, will be the same as the advance deposit listed above. As such, with the execution of the Developer Agreement, Developer shall pay to Service Company \$4,568.61 to cover such expenses in addition to all other charges imposed under this Agreement. To the extent that those costs ultimately exceed this advance deposit, Developer will be billed for such additional costs with proof of such additional costs supplied to Developer and Developer will pay those costs within twenty (20) days of demand or Service Company shall have the right to refuse further service to any properties of Developer or any future phases or parcels of Developer's property and to discontinue service to any existing parcels receiving service from Service Company.

14. 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.

15. 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 U.S. certified or registered mail return receipt requested, by express mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

4946 Quail Ct  
P.O. Box 34685  
Nassau Gardens

with copies to:

Coco Construction  
1330 Heather Ridge Blvd  
Dunedin, FL 34698

and if to the Service Company, at:

Aloha Utilities, Inc.  
6915 Perrine Ranch Road  
New Port Richey, Florida 34655

with copies to:

John Jenkins, Esquire  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301

16. 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.

17. 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 attorneys fees and costs incurred, including such fees and costs on appeal.

18. 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 an 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, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government of public 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 of restraining order or injunction of any court, said party shall not be liable for such non-performance.

19. Indemnification. The Developer agrees to indemnify, defend and hold harmless Service Company from and against any and all liabilities, personal injury claims, damages, costs and expenses (including reasonable attorney's fees including those on appeal and in bankruptcy proceedings) to which Service Company may become subject by reason of or arising out of the Developer's breach or non-performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's water, reclaimed water and sewer system.

20. Notice. Service Company shall provide to developer timely notice of any proposed rate changes and/or hearings affecting the Service Company or its rates or ability to provide service to the Developer at the rates and dates and in the quantity set forth in this Agreement. Such notice shall be in accordance with applicable regulatory requirements for such notice.

21. 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 by the party to which they are to be applied.

22. When required by the context, the singular number shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

23. 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.

24. Unless otherwise agreed in writing, the submission of this Developer Agreement for examination by either party to the other does not constitute an offer by either party but becomes effective only upon execution thereof by both Service Company and Developer.

25. 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.

26. Developer understands and agrees that, this Agreement or the capacity reserved hereunder cannot and shall not be assigned or delegated by Developer to third parties without the written consent of Service Company, which consent shall not be unreasonably withheld.

27. Service Company shall have the right to inspect, at its sole cost and expense, Consumer Installations at all reasonable times, provided that the responsibilities and agreements that apply to Service Company's use of easement areas, as set forth in paragraph 10 of this Agreement shall also apply to any and all actions taken by Service Company pursuant to this paragraph.

28. This Agreement is binding on the successors and assigns of the parties hereto, including any municipal or governmental purchaser of Service Company. The rights and obligations created pursuant to this Agreement shall be deemed to run with the land described in Exhibit "A" and shall be binding upon the successors in title or legal interest of Developer's right and obligations herein. This Agreement shall survive the sale or transfer of Service Company to any party.

29. Each party hereby agrees to grant such further assurance and provide such additional documents as may be required, each by the other, in order to carry out the terms, conditions and comply with the express intention of this Agreement.

30. The Developer agrees to convey, at Developer cost, by warranty deed or lien free easement at Service Company's sole option, N/A well sites as CIAC, said well sites shall maintain a minimum distance of 200 feet from any improvements of sources of pollution. The well sites shall be to the sole satisfaction of Service Company, and the Developer shall be responsible for all costs of improvement of the same in accord with the provisions of this Agreement.

31. Conservation and Reuse of Water Resources. The Developer agrees to accept and receive Service Company's reclaimed water for spray irrigation on the Property. Developer covenants and agrees that Service Company's reclaimed water, if available, shall always be the primary source of water for any non-potable use for the Property. Developer will, at Developer's sole cost and expense, install such lines and facilities for the disposition of said effluent on the Property. Developer agrees to pay all of Service

Company's approved rates and charges for reuse service, which may include the cost of Developer's proportionate share of the lines, transmission costs reasonably required to transport reclaimed water to the Property, which costs may include, but not be limited to design, engineering, permitting, construction, and inspection fees.

32. Time of the Essence. It is understood and agreed between the parties hereto that time is of the essence of this Agreement and this applies to all terms and conditions contained herein.

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 counterparts shall be considered an original executed copy of this Agreement.

WITNESSES:

Jennifer Wilkowsky  
Print Name: Jennifer Wilkowsky

Crystal Hinton  
Print Name: Crystal Hinton

ALOHA UTILITIES, INC.

By: Stephen Watford  
Stephen Watford, President

WITNESSES:

Susan A. Dale  
Print Name: Susan A. Dale

Nancy Brown  
Print Name: Nancy Brown

SR 54 Professional Building LLC

Company Name

By: Nee Raj Grover

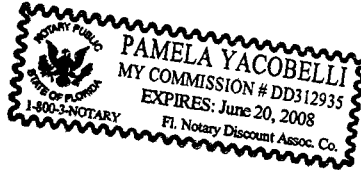
Print Name/Title: Nee Raj Grover / managing member

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2007, by Stephen Watford, President of ALOHA UTILITIES, INC., a Florida Corporation, who is personally known to me, on behalf of said Corporation.

Pamela Yacobelli  
Notary Public

My Commission Expires: 6-20-08



STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 20 day of August, 2007, by Nancy Brown, Managing Member of SR 54 Professional Building a Florida Corporation, who is personally known to me or produced Florida Power as identification on behalf of said Corporation.

Susan M. Dahl  
Notary Public

My Commission Expires: 6/2/10



## LEGAL DESCRIPTION

*A portion of Section 30, Township 26 South, Range 17 East of Pasco County, Florida, being more particularly described as follows:*

*Commence at the Northeast Corner of Section 30, Township 26 South, Range 17 East, Pasco County, Florida; thence South 00°16'17" West, 3371.25 feet along the easterly boundary line of said Section 30 to a point on the northerly right-of-way line of County Road 54 as now established; thence North 71°57'42" West, 2294.20 feet along said right-of-way line to a point of curvature to the right having a delta of 00°30'43", a radius of 1785.19 feet, a chord of 15.95 feet bearing N 71°43'00" W; thence, along the arc of said curve 15.95 feet to the POINT OF BEGINNING; continuing on said curve to the right having a delta of 07°25'25", a radius of 1785.19 feet, a chord of 231.14 feet bearing N 67°44'56" W; thence, along the arc of said curve, 231.30 feet; thence N 00°16'17" E, 267.83 feet to a point of curvature to the left having a delta of 13°09'31", a radius of 845.92 feet, a chord of 193.85 feet bearing S 65°25'34" E; thence S 71°57'59" E, 119.64 feet; thence S 18°01'54" W, 250.00 feet to the POINT OF BEGINNING.*

*Containing 1.52 acres more or less.*

EXHIBIT "B"

SYSTEM CAPACITY CHARGES

Upon execution of this Agreement, Developer agrees to pay Service Company System Capacity Charges of \$17,230.00 for water service and \$12,176.08 for sewer service to induce Service Company to reserve 5.74 ERC's for water and 7.38 ERC's for sewer per day of each water and sewer plant capacities for Developer's proposed connections. Said systems capacity charges to be paid by Developer are those which are approved by the Florida Public Service Commission or other regulatory body with jurisdiction over Service Company.

Recording Charges

Service Company imposes a recording charge equal to its actual cost. Developer agrees to pay Service Company, prior to Service Company's acceptance of lines and facilities, the actual recording charge. Said charges are those established by the Clerk of the Circuit Court of Pasco County.

PROJECT NAME/PHASE/UNIT: Trinity Town Center

This instrument prepared by:  
John R. Jenkins, Esquire  
Rose, Sundstrom and Bentley LLP  
2548 Blairstone Pines Drive  
Tallahassee, FL 32301  
(850) 877-6555

Return to:  
Pamela Yacobelli  
Aloha Utilities, Inc.  
6915 Perrine Ranch Road  
New Port Richey, FL 34655  
(727) 372-0115

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into this 25 day, of JULY, 2007  
by and between Trinity Town Center, LLLP, a Florida Limited Liability corporation, hereinafter  
referred to as "Developer", and ALOHA UTILITIES, INC., a Florida corporation, hereinafter  
referred to as "Service Company",

WHEREAS, Developer owns or is about to acquire a fee interest in certain lands located in Pasco County, Florida, and described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property", and Developer presently intends to develop the Property into the single commercial and professional office complex known as Building "A" as shown on Exhibit "B", attached hereto and made a part hereof, which is the Overall Phasing Site Plan for the Trinity Town Center, together with such other uses as permitted by the appropriate zoning classifications or designations, and appurtenant facilities but reserves all rights to change the use of the Property at any time or times; and

WHEREAS, in order to meet the financial and general requirements of Federal, State and local governmental agencies, including, but not limited to, the Pollution Control agencies, the Department of Environmental Protection, the Florida Public Service Commission and other agencies having jurisdiction over the Service Company or the Property (herein generally called "Public Agencies"), it is necessary that adequate central water distribution, reclaimed water distribution and sewage collection services be provided to serve the Property, the users of the Property and the appurtenant facilities to be located on the Property; and

WHEREAS, Developer is not certified to provide central water distribution, reclaimed water distribution and sewage collection services to serve the Property, but is desirous of promoting the construction of such facilities so that the Property will receive adequate water, reclaimed water and sewage service; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement, central water treatment and distribution, reclaimed water distribution and sewage collection and treatment services to the Property and thereafter operate applicable facilities so that the occupants of the improvement on the Property and the appurtenant facilities will receive an adequate water supply, reclaimed water distribution and sewage collection and disposal service from Service Company;

NOW, THEREFORE, for and in consideration of the premises the mutual undertakings and agreements herein contained and assumed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Service Company hereby covenant and agree as follows:

1. The foregoing statements are true and correct and an integral part hereof.
2. The following terms shall have the following definitions for the purpose of interpreting this Agreement:

(a) "Consumer" - The person(s) or entity/entities on the Property that





actually utilize the water, reclaimed water and sewer services of Service Company, which may include Developer.

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

(c) "Contribution-in-aid-of-Construction (CIAC)" - The sum of money and/or the value of Property including real property represented by the cost of the water distribution, reclaimed water distribution and sewage collection systems, including but not limited to lift stations and treatment plants, constructed or to be constructed by Developer which Developer transfers to Service Company at no cost or charge to Service Company to provide utility services to the Property or any portion thereof.

(d) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow of water (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 and 129 gallons per day (gpd) for sewer.

(e) "Notice to Proceed" - A document executed by Developer expressing a formal order pursuant to this Agreement, for the start of specific water, reclaim or sewer service.

(f) "Point of Delivery" - The point where the sewer pipes, water meters or reclaim water meters of Service Company connect with the pipes of the Consumer. Unless otherwise indicated in writing, Point of Delivery shall be at the Consumer's lot line.

(g) "Service" - The readiness and ability on the part of Service Company to furnish and maintain water treatment, water and reclaimed water distribution and sewage collection services to the Point of Delivery for Customers (pursuant to applicable rules and regulations of applicable regulatory agencies.)

(h) "System Capacity Charge" - The charge made by the Service Company for each new connection to the utility system, which charge is designated to defray a portion of the cost of the utility system.

3. Representations and Warranties of Developer. The Developer warrants and represents that (which warranties and representations shall specifically survive the making of this Agreement and delivery of any documents required herein or the performance of any duties required herein.):

(a) It is a corporation duly organized, existing and in good standing under the laws of the State of Florida, and has the corporate power and authority to carry on its business as now conducted.

(b) Developer has the corporate power and authority to enter into and perform this Agreement, and is or is about to become the fee simple owner of the Property. This Agreement and any documentation required to be delivered hereunder will constitute the valid and binding obligation of the Developer in accordance with its terms.

(c) The making of this Agreement will not violate any provisions of any law, federal, or state, or the certificate of incorporation or by-laws of the Developer or result in the breach of or constitute an event of default under the terms of any contractual agreement to which the Developer is a party or by which the Developer is otherwise bound.

(d) No approval, authorization or consent of any court, administrative or government agency is required for any part of the execution, delivery or performance by the Developer of this Agreement.

(e) The execution and delivery of this Agreement has been duly authorized by the stockholders and directors of the Developer.

4. Representations and Warranties of Service Company. Service Company warrants and represents that (which warranties and representations shall specifically survive the making of the Agreement):

(a) Service Company is a corporation duly organized, existing and in good standing under the laws of the State of Florida and has the corporate power and authority to carry on its business as now conducted.

(b) Service Company has the corporate power and authority to enter into and perform this Agreement. This Agreement any documentation required to be delivered hereunder will constitute the valid and binding obligation of Service Company in accordance with its terms, which are in accordance with the Rules of the Public Service Commission.

(c) The making of this Agreement will not violate provisions of any statutory laws, federal or state or the certificate of incorporation or by-laws of Service Company or result in the breach of, or constitute an event of default under the terms of any contractual agreement to which Service Company is a part or by which the Service Company is otherwise bound.

(d) Service Company will comply with the applicable rules and regulations of governmental authorities having jurisdiction over its operations and this Agreement, any such applicable rules, regulations and authority, as now constituted or as amended from time to time being incorporated into this Agreement and made apart hereof by reference.

(e) Subject to obtaining all required approvals from applicable governmental authorities, Service Company agrees to provide water, reclaimed water and sewer services to the Property, as and when needed, in accordance with the terms and provisions of this Agreement.

5. System Capacity Charges. Developer agrees to pay to Service Company on the date of execution of this Agreement "System Capacity Charges" of \$10,847.12 for water service and \$10,803.74 for sewer service for 844.7 gallons per day (GPD) for water and 844.7 gallons per day (GPD) for sewer and Service Company agrees to reserve upon receipt of said payment, 2.82 ERC's for water and 6.55 ERC's for sewer plant capacities for Developer's proposed connections (with said System Capacity Charges being those approved by the Florida Public Service Commission or other regulatory body with jurisdiction over Service Company) and Service Company agrees to provide said water and sewer services in accordance with the terms of this Agreement, upon payment of said System Capacity Charges.

At such point in time that Developer utilizes capacity for more than 2.82 ERC's for water and 6.55 ERC's for sewer, it shall be required to pay the System Capacity Charges for such excess capacity required. The Developer agrees to pay additional system capacity charges for any usage above the base figure of 2.82 ERC's for water and 6.55 ERC's for sewer. Payment of additional System Capacity Charges shall be made within thirty (30) days of Developer's notification, by the Service Company, that Developer has exceeded the capacity as set forth above. If the Developer notifies the Service Company of its intent to develop additional units, payment of additional System Capacity Charges shall be made within 30 days of the Developer's notice of intent to develop additional units. The rate to be paid for each unit, ERC shall be the System Capacity Charge then in effect for each unit, ERC. This

shall not otherwise excuse the notice provisions of Paragraph 6.

Aloha hereby agrees to provide wastewater treatment services of sufficient capacity, subject to the conditions and limitations set forth herein, for the Development of properties described in Exhibit "A"; provided, however, that such services in the form of a collection permit shall only be provided within six (6) months, and actual wastewater treatment service within twelve (12) months, after the Developer has submitted complete permit applications and payment by Developer of system capacity charges for the proposed units requiring service.

Aloha hereby agrees to provide potable water and reclaimed water services of sufficient capacity, subject to the conditions and limitations set forth herein; provided, however, that such services shall only be provided within twelve (12) months after payment by the Developer of system capacity charges for the proposed units requiring service.

Notwithstanding anything herein to the contrary, in the event the Property uses capacity for water, sewer or reclaimed water in excess of the amounts secured under this Agreement, Service Company may require payment of additional System Capacity Charges as a condition of providing continued service.

Notwithstanding anything contained herein to the contrary, Developer and Service Company recognize and agree that under established Commission policy and case law, the service availability charges and conditions, including all system capacity charges to be assessed to any customer, are those in effect at the time permanent connection to Service Company's system is completed and the Developer or customer begins receiving service from Service Company. To the extent there has been an increase in any such Charges or Conditions between the date of execution of the Developer Agreement and the actual initiation of permanent service, Service Company shall reassess Developer and/or the customer for such differences, and payment of such reassessment shall be a precondition to the Service Company's obligation to provide water, sewer and reuse services.

6. Time of Payment. Service Company provides service to the Property pursuant to payment of System Capacity Charges. The System Capacity Charge due for capacity shall be the charge in effect at the time of connection. Such charge may be amended or revised from time to time pursuant to PSC approval. In the future, should the PSC approve a guaranteed revenue charge, an AFPI (Allowance for Funds Prudently Invested) or other charge to compensate Service Company for the cost of providing service, Developer shall be subject to such approved charges for units not yet connected pursuant to this Agreement. Nothing contained herein shall prevent or prohibit Service Company from requesting or obtaining an increase in System Capacity Charges or rates.

7. On-Site Installation. Developer hereby agrees to construct and to transfer ownership and control to Service Company as a contribution-in-aid-of-construction, of the on-site water treatment, water and reclaimed water distribution systems and sewage collection systems. The term "on-site water treatment, water and reclaimed water distribution systems and sewage collection systems" means and includes all water and reclaimed water distribution and supply mains, lines, pipes, pumps, wells, storage facilities and any other related facilities and sewage collection lines, and treatment facilities and equipment, including pumping stations, constructed within the boundaries of the Property in accordance with the terms of this Agreement, to serve each Consumer within the Property. On-site installations shall not include Consumer Installations.

(a) Plans. 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 water distribution, reclaimed water distribution and sewage collection systems



proposed to be installed to provide service to Consumers within the Property. Such detailed plans shall be limited to the single commercial and office complex known as Building "A" as shown on Exhibit "B" and as otherwise described in Exhibit "A". 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 or delayed. No construction shall commence until Service Company and necessary regulatory agencies, if any, have approved such plans and specification in writing (except that regulatory agency approval shall be in writing only if so required by the regulatory agency). If permits and approved plans are returned by regulatory agencies to Developer, Developer shall submit to Service Company one (1) copy of water and/or sewer permit and approved plans. Developer shall also supply to the Service Company an itemized list of materials and all contractors to be used covering all contract items.

(b) Contractor. All sewer, water and reclaimed water contractor(s) shall be approved by Service Company, and Service Company shall not unreasonably withhold or delay its approval thereof.

(c) Construction. Developer shall provide in writing to Service Company's inspector, fifteen (15) days notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the on-site water and reclaimed water distribution and sewage collection systems as shown on the approved plans and specifications.

(d) Inspection. During the construction of the on-site water and reclaimed water distribution and sewage collection systems by Developer, Service Company shall have the right to inspect such installations at all times 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. Forty-eight (48) hours notice of all standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests shall be given to the Service Company. Tests shall demonstrate that the systems have been installed in accordance with the approved plans and specifications, good engineering practices, and the American Water Works Association criteria. The Service Company, Developer, engineer of record and utility contractor each may be present for such tests. There shall be an inspection charge to cover the Service Company's cost of inspection of installations on the Property as specified in Item #13 "Administrative Costs".

(e) Completion. 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 required regulatory agencies, if any. If certification is for the water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be included. The engineer of record shall also submit to Service Company ammonia mylars of the as-built plans prepared and certified by the engineer of record, and the recorded plat, if any, including dedication sheet, if any.

(f) Transfer of Title. Developer hereby agrees to transfer to Service Company title to all on-site water and reclaimed water distribution and sewage collection systems installed by Developer or Developer's contractor pursuant to the provisions of this Agreement. Such conveyance shall take place at the time Developer receives the Service Company's final letter of acceptance. As evidence of said transfer of title, upon the completion of the installation and receipt of the final letter of acceptance and upon the rendering of service by Service Company, Developer shall:

(i) Convey to Service Company, by bill of sale in form reasonably satisfactory to Service Company's counsel, the on-site water distribution, reclaimed water distribution and sewage collection systems as constructed by Developer and approved by



Service Company.

(ii) Assign any and all warranties, and maintenance, completion and performance bonds and the right to enforce same to the Service Company which Developer obtains from any contractor constructing the sewer, water and reclaimed water systems. Developer shall obtain a written warranty, completion, and performance and maintenance bonds from its contractor for a minimum period of twenty-four (24) months. If Developer does not obtain such written warranty and performance and maintenance bonds from its contractor and deliver same to Service Company, then in such event, Developer, by the terms of this instrument, agrees to warrant the construction of the on-site water and reclaimed water distribution and sewage collection systems installed by Developer or Developer's contractor, for a period of thirty-six (36) months from the date of acceptance by the Service Company of said utility systems.

(iii) Provide to the Service Company an executed, notarized no lien affidavit in form reasonably satisfactory to Service Company's counsel on the utility systems installed by Developer by reason of work performed or services rendered in connection with the installation of the systems.

(iv) Provide Service Company with all appropriate operation/maintenance and parts manuals.

(v) Enter into an easement agreement with Service Company for easements and/or rights-of-way covering areas in which the on-site water and reclaimed water distribution and sewage collection systems are installed, by recordable document in form acceptable to Service Company counsel.

(vi) Grant a 50-foot by 50-foot exclusive easement for any lift station sites constructed on Developer's Property, including a non-exclusive easement for ingress and egress to such site. The easement shall include a "non-disturbance agreement" as set forth below. No improvements may be made within this easement without the written consent of Service Company. Notwithstanding anything herein to the contrary, however, Developer may landscape the area of the easement.

(vii) Supply to the Service Company a copy of the invoices and an itemized list of materials used covering all contract items and a release of lien from the contractor, suppliers, and a contractor's Final Affidavit.

Service Company agrees that the issuance of the final letter of acceptance for the on-site water and reclaimed water distribution and sewage collection systems 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, except as otherwise provided herein.

8. Application for Service: Consumer Installation. Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon, shall not have the right to and shall not connect any Consumer Installation to the on-site water distribution, reclaimed water distribution and sewage collection systems facilities until formal written application has been made to Service Company by the prospective consumer of service, or on their behalf, and the meter installation fee has been paid in accordance with the then effective rules and regulations of Service Company, and approval has been granted for such connection.

9. Easements. Developer agrees to grant and give to Service Company a non-exclusive right or privilege to maintain, repair, replace, construct and operate said on-site water distribution, reclaimed water distribution and sewage collection facilities in



the area to be developed by Developer. Mortgagees, if any, holding prior liens on the Property shall, upon the reasonable request of Service Company be required to give to Service Company assurance by way of a "non-disturbance agreement" that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Service Company as long as Service Company complied with the terms of this Agreement.

Developer hereby further agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property upon which Service Company is maintaining, repairing, or operating such facilities; such that the foregoing grants shall be for the use of the Service Company, its successors or assigns; and that where roads cross easement areas such roads shall be constructed in accordance with commonly accepted engineering practices of Pasco County, Florida, or as otherwise required by law. The use of easement area by Service Company shall not preclude the use by Developer or other utilities of these easement areas, such as, for cable television, telephone, electric, roads or walkways, provided, however, that the same shall not reasonably interfere with Service Company's utilization of same and shall be in compliance with commonly accepted engineering practices of Pasco County, Florida or as otherwise required by law.

Service Company hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practice of the water, reclaim water and sewer industry with respect to the installation, maintenance, repair, replacement, construction and operation of all its facilities in any of the easement areas. Service Company agrees that it will at all times maintain such facilities in good order, condition and repair, at its sole cost and expense, in accordance with all standards and specifications which may be prescribed by any governmental or regulatory authority having jurisdiction. Service Company shall restore easement areas only to the extent of sodding and restoring sidewalks and pavement and Service Company shall not be responsible for restoring such things as shrubbery, plants, fences or other structures placed within the easement areas.

10. Agreement to Serve. Service Company covenants and agrees that upon the completion of construction of the on-site water distribution, reclaimed water distribution and sewage collection services facilities by Developer, its inspection, and the issuance of the final letter of acceptance by Service Company, Service Company will connect or oversee the connection of the on-site water distribution, reclaimed water distribution and sewage collection services facilities installed by Developer to the central facilities of Service Company. 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 water distribution, reclaimed water distribution and sewage collection services to the Property and Developer or others have connected Consumer Installations to its system, thereafter, Service Company, its successors and assigns will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement and the rules and regulations and rate schedule set by applicable governmental authorities, water, reclaimed water and sewer services to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

Although the responsibility for connecting the Consumer Installation to the water meter, reclaimed water meter or sewer 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) Application for the installation of water and reclaimed water meters shall be made at least seventy-two (72) hours in advance, not including Saturdays, Sundays, and holidays.



(b) All Consumer Installation connections main interconnects and other lines as indicated by Service Company in accordance with standard engineering practices, must be inspected by Service Company before backfilling and covering of any pipes, except as provided for in (d) below.

(c) Notice to Service Company requesting an inspection of a Consumer Installation connection may be given by or on behalf of the plumber of Developer, and the inspection will be made within seventy-two (72) hours, not including Saturdays, Sundays, and holidays.

(d) If 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 Consumer or a party other than Service Company.

(f) If a commercial kitchen, cafeteria, restaurant or other commercial food preparation or dining facility is constructed within the Property, the Service Company shall have the right to require that a grease trap be constructed, installed, connected and maintained as necessary by Consumer so that all wastewaters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Service Company. Size, materials and construction of such grease traps are subject to approval by Service Company. Such approval shall not be unreasonably withheld or delayed. Service Company shall have the on-going right during regular business hours to inspect Consumer's or Developer's premises in order to insure compliance with the provisions hereof.

No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the Consumer will be responsible for payment of the cost and expense required in correction or repairing any resulting damage, and Developer will so advise its purchasers or tenants, as applicable.

(g) Non-residential Consumers of the Service Company, acquiring water, reclaimed water and sewer service rights by and through Developer, shall not deposit into the sewer system non-domestic waste which would be classified as a hazardous substance as defined in the U.S. Comprehensive Environmental Response, Compensation and Liability Act of 1980 or successor legislation, any petroleum or product defined in Section 376.301 (15) or Section 377.19 (11), Florida Statutes, respectively, or as objectionable by the regulatory agencies of the State of Florida or the County Health Department, or the Service Company. In the event of such deposit, Service Company shall have the unilateral right to withhold further service to such Consumer until such time as corrective action has been taken and all of Service Company's cost incurred in the process of correcting same, including legal, engineering, consulting, administrative and contingent fees, are paid by the Consumer.

11. Rates. Service Company agrees that the rates to be charged to Developer and individual Consumers of water, reclaimed water and sewer 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, in any event, 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.

12. Exclusive Right to Provide Service. Developer agrees that Developer, or the successors and assigns of Developer, shall not engage in the business or businesses of providing potable water, reclaimed water or sewer services to the Property during the period of time Service Company, its successors and assigns, provide water, reclaimed water and sewer services to the Property, it being the intention of the parties hereto that under the foregoing provisions and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide water, reclaimed water and sewer services to the Property and to the occupants of such buildings or units constructed thereon, except for the providing by Developer, from its own sources and lines of water for irrigation uses.

13. Administrative Costs. At the time of execution of this Developer Agreement, covering the 2.82 ERC's for water and 6.55 ERC's for sewer within Developer's property, Developer shall pay to Service Company an advance deposit of \$29,248.18 to cover the additional Utility cost of legal, engineering, and other expenses incurred by the Utility in reviewing engineering plans, inspection, administrative and legal expenses prudently incurred by the Utility in the negotiation, drafting, execution, and/or performance of this Agreement. It is anticipated that the actual cost for such expenses, will be the same as the advance deposit listed above. As such, with the execution of the Developer Agreement, Developer shall pay to Service Company \$29,248.18 to cover such expenses in addition to all other charges imposed under this Agreement. To the extent that those costs ultimately exceed this advance deposit, Developer will be billed for such additional costs with proof of such additional costs supplied to Developer and Developer will pay those costs within twenty (20) days of demand or Service Company shall have the right to refuse further service to any properties of Developer or any future phases or parcels of Developer's property and to discontinue service to any existing parcels receiving service from Service Company.

14. 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.

15. 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 U.S. certified or registered mail return receipt requested, by express mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

Trinity Town Center, LLLP as General Partner  
Trinity Town Center, LLC, f/k/a  
Trinity Place, LLC  
32801 U.S. Highway 19 North  
Palm Harbor, FL 34684

with copies to:

Trinity Town Center, LLLP as General Partner  
Trinity Town Center, LLC, f/k/a  
Trinity Place, LLC  
Attn: William Planes  
32801 U.S. Highway 19 North  
Palm Harbor, FL 34684

and if to the Service Company, at:





Aloha Utilities, Inc.  
6915 Perrine Ranch Road  
New Port Richey, Florida 34655

with copies to:

John Jenkins, Esquire  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301

16. 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.

17. 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 attorneys fees and costs incurred, including such fees and costs on appeal.

18. 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 an 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, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government of public 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 of restraining order or injunction of any court, said party shall not be liable for such non-performance.

19. Indemnification. The Developer agrees to indemnify, defend and hold harmless Service Company from and against any and all liabilities, personal injury claims, damages, costs and expenses (including reasonable attorney's fees including those on appeal and in bankruptcy proceedings) to which Service Company may become subject by reason of or arising out of the Developer's breach or non-performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's water, reclaimed water and sewer system.

20. Notice. Service Company shall provide to developer timely notice of any proposed rate changes and/or hearings affecting the Service Company or its rates or ability to provide service to the Developer at the rates and dates and in the quantity set forth in this Agreement. Such notice shall be in accordance with applicable regulatory requirements for such notice.

21. 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 by the party to which they are to be applied.

22. When required by the context, the singular number shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

23. 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.

24. Unless otherwise agreed in writing, the submission of this Developer Agreement for examination by either party to the other does not constitute an offer by either party but becomes effective only upon execution thereof by both Service Company and Developer.

25. 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.

26. Developer understands and agrees that, this Agreement or the capacity reserved hereunder cannot and shall not be assigned or delegated by Developer to third parties without the written consent of Service Company, which consent shall not be unreasonably withheld.

27. Service Company shall have the right to inspect, at its sole cost and expense, Consumer Installations at all reasonable times, provided that the responsibilities and agreements that apply to Service Company's use of easement areas, as set forth in paragraph 10 of this Agreement shall also apply to any and all actions taken by Service Company pursuant to this paragraph.

28. This Agreement is binding on the successors and assigns of the parties hereto, including any municipal or governmental purchaser of Service Company. The rights and obligations created pursuant to this Agreement shall be deemed to run with the land described in Exhibit "A" and shall be binding upon the successors in title or legal interest of Developer's right and obligations herein. This Agreement shall survive the sale or transfer of Service Company to any party.

29. Each party hereby agrees to grant such further assurance and provide such additional documents as may be required, each by the other, in order to carry out the terms, conditions and comply with the express intention of this Agreement.

30. The Developer agrees to convey, at Developer cost, by warranty deed or lien free easement at Service Company's sole option, N/A well sites as CIAC, said well sites shall maintain a minimum distance of 200 feet from any improvements of sources of pollution. The well sites shall be to the sole satisfaction of Service Company, and the Developer shall be responsible for all costs of improvement of the same in accord with the provisions of this Agreement.

31. Conservation and Reuse of Water Resources. The Developer agrees to accept and receive Service Company's reclaimed water for spray irrigation on the Property. Developer covenants and agrees that Service Company's reclaimed water, if available, shall always be the primary source of water for any non-potable use for the Property. Developer will, at Developer's sole cost and expense, install such lines and facilities for the disposition of said effluent on the Property. Developer agrees to pay all of Service Company's approved rates and charges for reuse service, which may include the cost of Developer's proportionate share of the lines, transmission costs reasonably required to



transport reclaimed water to the Property, which costs may include, but not be limited to design, engineering, permitting, construction, and inspection fees.

32. Time of the Essence. It is understood and agreed between the parties hereto that time is of the essence of this Agreement and this applies to all terms and conditions contained herein.

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 counterparts shall be considered an original executed copy of this Agreement.

WITNESSES:

Jennifer Kilkowski  
Print Name: Jennifer W. Kilkowski

Crystal Hinton  
Print Name: Crystal Hinton

ALOHA UTILITIES, INC.

By: [Signature]  
Stephen Watford, President

WITNESSES:

Cindy Desvoignes  
Print Name: Cindy Desvoignes

Cheryl K. Young  
Print Name: Cheryl K. Young

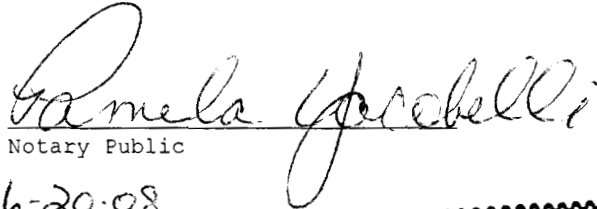
Trinity Town Center, LLC f/k/a  
Trinity Place, LLC  
as General Partner of Trinity Town Center, LLLP

By: [Signature]  
Paul Aiello, Sr. Vice President

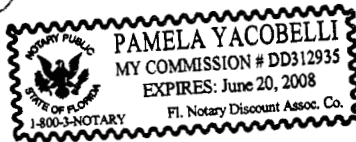
[Handwritten mark]

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2007, by Stephen Watford, President of ALOHA UTILITIES, INC., a Florida Corporation, who is personally known to me, on behalf of said Corporation.

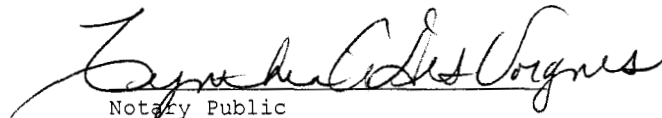
  
Notary Public

My Commission Expires: 6-20-08

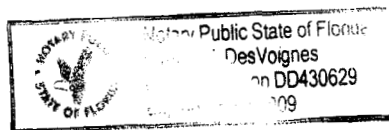


STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 2007, by Paul Aiello, Sr. Vice President of Trinity Town Center, LLC f/k/a Trinity Place, LLC as General Partner of Trinity Town Center, LLLP a Florida Corporation, who is personally known to me or produced \_\_\_\_\_ as identification on behalf of said Corporation.

  
Notary Public

My Commission Expires: \_\_\_\_\_





SECTION . . . 36 . . . , TOWNSHIP . . . 26 . . . SOUTH, RANGE . . . 16 . . . EAST, . . . . . PASCO . . . . . COUNTY, FLORIDA

**LEGAL DESCRIPTION and SKETCH**  
THIS IS NOT A SURVEY

**LEGAL DESCRIPTION - CONSTRUCTION PHASE 1**

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF CHITTAMWOOD BOULEVARD OF THOUSAND OAKS PHASE 2 AND 3, AS RECORDED IN PLAT BOOK 46, PAGES 40 THROUGH 49, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY OF LITTLE ROAD FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,300.00 FEET, AN ARC OF 392.19 FEET, A CHORD OF 391.72 FEET AND A CHORD BEARING OF S.21°16'17"E.; (2) CONTINUE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,300.00 FEET, AN ARC OF 62.95 FEET, A CHORD OF 62.94 FEET AND A CHORD BEARING OF S.26°56'25"E.; (3) CONTINUE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,300.00 FEET, AN ARC OF 90.09 FEET, A CHORD OF 90.09 FEET AND A CHORD BEARING OF S.28°50'47"E. TO THE POINT OF BEGINNING; THENCE N.62°34'33"E., A DISTANCE OF 154.45 FEET; THENCE CONTINUE N.62°34'33"E., A DISTANCE OF 5.00 FEET; THENCE S.27°25'27"E., A DISTANCE OF 5.00 FEET; THENCE N.62°34'33"E., A DISTANCE OF 63.50 FEET; THENCE CONTINUE N.62°34'33"E., A DISTANCE OF 36.50 FEET; THENCE S.27°25'27"E., A DISTANCE OF 20.00 FEET; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3.00 FEET, AN ARC OF 4.71 FEET, A CHORD OF 4.24 FEET AND A CHORD BEARING OF S.72°25'27"E.; THENCE N.62°34'33"E., A DISTANCE OF 21.00 FEET; THENCE S.27°25'27"E., A DISTANCE OF 92.91 FEET; THENCE N.62°34'33"E., A DISTANCE OF 99.99 FEET; THENCE N.36°29'35"E., A DISTANCE OF 62.08 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 185.38 FEET, AN ARC OF 44.62 FEET, A CHORD OF 44.51 FEET AND A CHORD BEARING OF S.58°06'45"E.; THENCE S.63°04'32"E., A DISTANCE OF 33.93 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 226.00 FEET, AN ARC OF 53.09 FEET, A CHORD OF 52.96 FEET AND A CHORD BEARING OF S.62°15'37"E.; THENCE N.34°28'06"E., A DISTANCE OF 8.20 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A

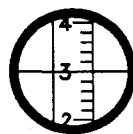
(CONTINUED ON SHEET 2)

**SHEET 1 OF 7**

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 61G17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

JOB NUMBER: 060742K      DATE SURVEYED: N/A  
DRAWING FILE: 060742K.DWG      DATE DRAWN: 7-16-2007  
LAST REVISION: N/A      X REFERENCE: 060742



T.S.  
LB 1834

**GEORGE A. SHIMP II  
AND ASSOCIATES, INCORPORATED**  
LAND SURVEYORS LAND PLANNERS  
3301 DeSOTO BOULEVARD, SUITE D  
PALM HARBOR, FLORIDA 34683  
PHONE (727) 784-5496 FAX (727) 786-1256

SECTION . . . . . 36 . . . . . TOWNSHIP . . . . . 26 . . . . . SOUTH, RANGE . . . . . 16 . . . . . EAST, . . . . . PASCO . . . . . COUNTY, FLORIDA

**LEGAL DESCRIPTION and SKETCH**  
THIS IS NOT A SURVEY

(CONTINUED FROM SHEET 1)

RADIUS OF 239.94 FEET, AN ARC OF 160.80 FEET, A CHORD OF 157.81 FEET AND A CHORD BEARING OF S.35°54'10"E.; THENCE N.79°32'40"E., A DISTANCE OF 245.55 FEET; THENCE S.46°55'38"E., A DISTANCE OF 21.55 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF TRINITY BOULEVARD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY OF TRINITY BOULEVARD, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 5,100.00 FEET, AN ARC OF 317.74 FEET, A CHORD OF 317.69 FEET AND A CHORD BEARING OF S.79°41'42"W.; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 174.00 FEET, AN ARC OF 180.28 FEET, A CHORD OF 172.32 FEET AND A CHORD BEARING OF N.42°23'10"W.; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 226.01 FEET, AN ARC OF 52.40 FEET, A CHORD OF 52.29 FEET AND A CHORD BEARING OF N.65°25'29"W.; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.58 FEET, AN ARC OF 10.59 FEET, A CHORD OF 10.51 FEET AND A CHORD BEARING OF S.55°53'27"W.; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 63.34 FEET, AN ARC OF 27.55 FEET, A CHORD OF 27.33 FEET AND A CHORD BEARING OF S.51°18'39"W.; THENCE S.62°33'54"W., A DISTANCE OF 32.17 FEET; THENCE S.27°25'39"E., A DISTANCE OF 79.69 FEET; THENCE N.77°34'20"E., A DISTANCE OF 0.50 FEET; THENCE S.12°25'40"E., A DISTANCE OF 48.39 FEET; THENCE S.77°34'20"W., A DISTANCE OF 7.49 FEET; THENCE S.12°28'52"E., A DISTANCE OF 31.54 FEET TO A POINT LYING ON AFORESAID NORTHERLY RIGHT-OF-WAY OF TRINITY BOULEVARD; THENCE S.77°23'38"W. ALONG SAID NORTHERLY RIGHT-OF-WAY OF TRINITY BOULEVARD, A DISTANCE OF 296.37 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF LITTLE ROAD WITH SAID NORTHERLY RIGHT-OF-WAY OF TRINITY BOULEVARD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY OF LITTLE ROAD FOR THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) N.33°54'20"W., A DISTANCE OF 74.77 FEET, (2) NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,300.00 FEET, AN ARC OF 158.03 FEET, A CHORD OF 158.00 FEET AND A CHORD BEARING OF N.31°56'13"W. TO THE POINT OF BEGINNING.

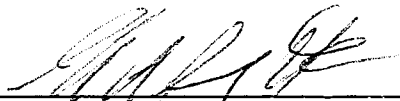
CONTAINING 102,200.31 SQ. FT. OR 2.35 ACRES, MORE OR LESS.

**PREPARED FOR**

LANGFRED W. WHITE, ESQ.  
TRINITY TOWN CENTER, LLC

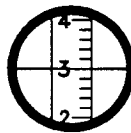
**SHEET 2 OF 7**

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 61G17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.



GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

|                           |                       |
|---------------------------|-----------------------|
| JOB NUMBER: 060742K       | DATE SURVEYED: N/A    |
| DRAWING FILE: 060742K.DWG | DATE DRAWN: 7-16-2007 |
| LAST REVISION: N/A        | X REFERENCE: 060742   |



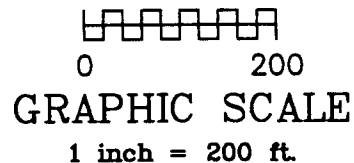
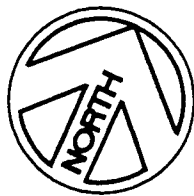
T.S.  
LB 1834

**GEORGE A. SHIMP II  
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3301 DeSOTO BOULEVARD, SUITE D  
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PHONE (727) 784-5496 FAX (727) 786-1256

SECTION . . . 36 . . . , TOWNSHIP . . . 26 . . . SOUTH, RANGE . . . 16 . . . EAST, . . . . . PASCO . . . . . COUNTY, FLORIDA

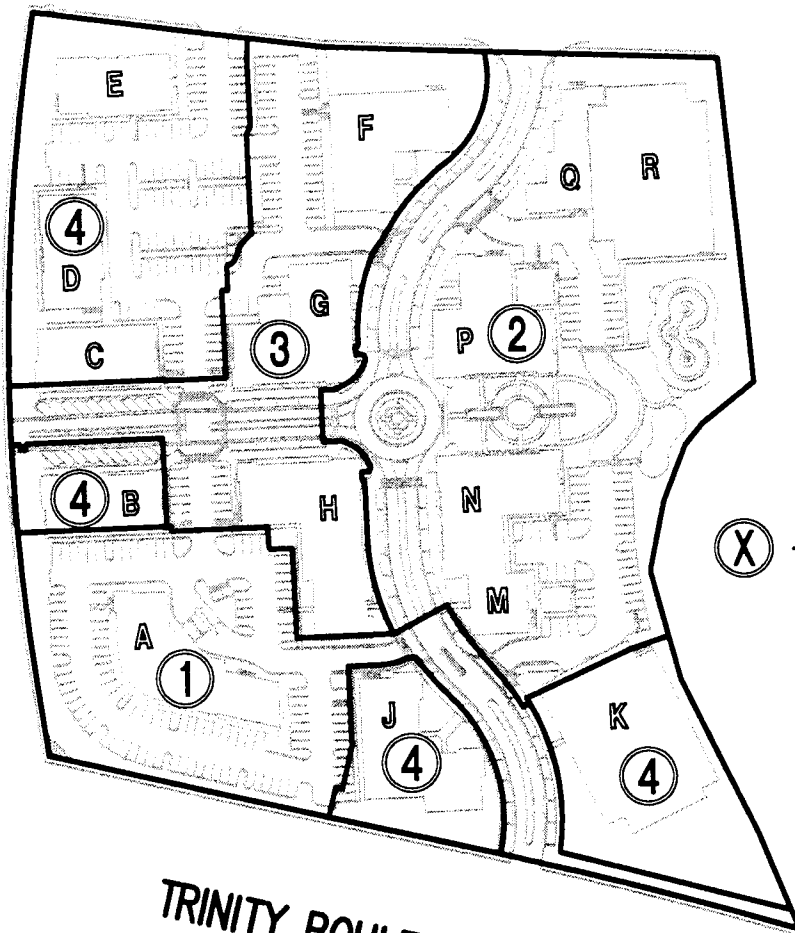
# LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY



## CHITTAMWOOD BOULEVARD

LITTLE ROAD



(X) - CONSTRUCTION PHASE NUMBER

## TRINITY BOULEVARD

### SHEET 3 OF 7

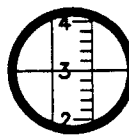
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DRAWING FILE: 060742K.DWG      DATE DRAWN: 7-16-2007  
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**GEORGE A. SHIMP II  
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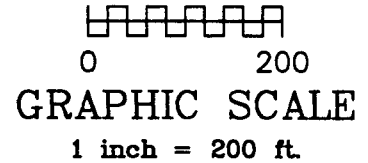
GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

SECTION . . . 36 . . . , TOWNSHIP . . . 26 . . . SOUTH, RANGE . . . 16 . . . EAST, . . . . . PASCO . . . . . COUNTY, FLORIDA

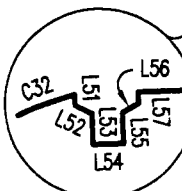
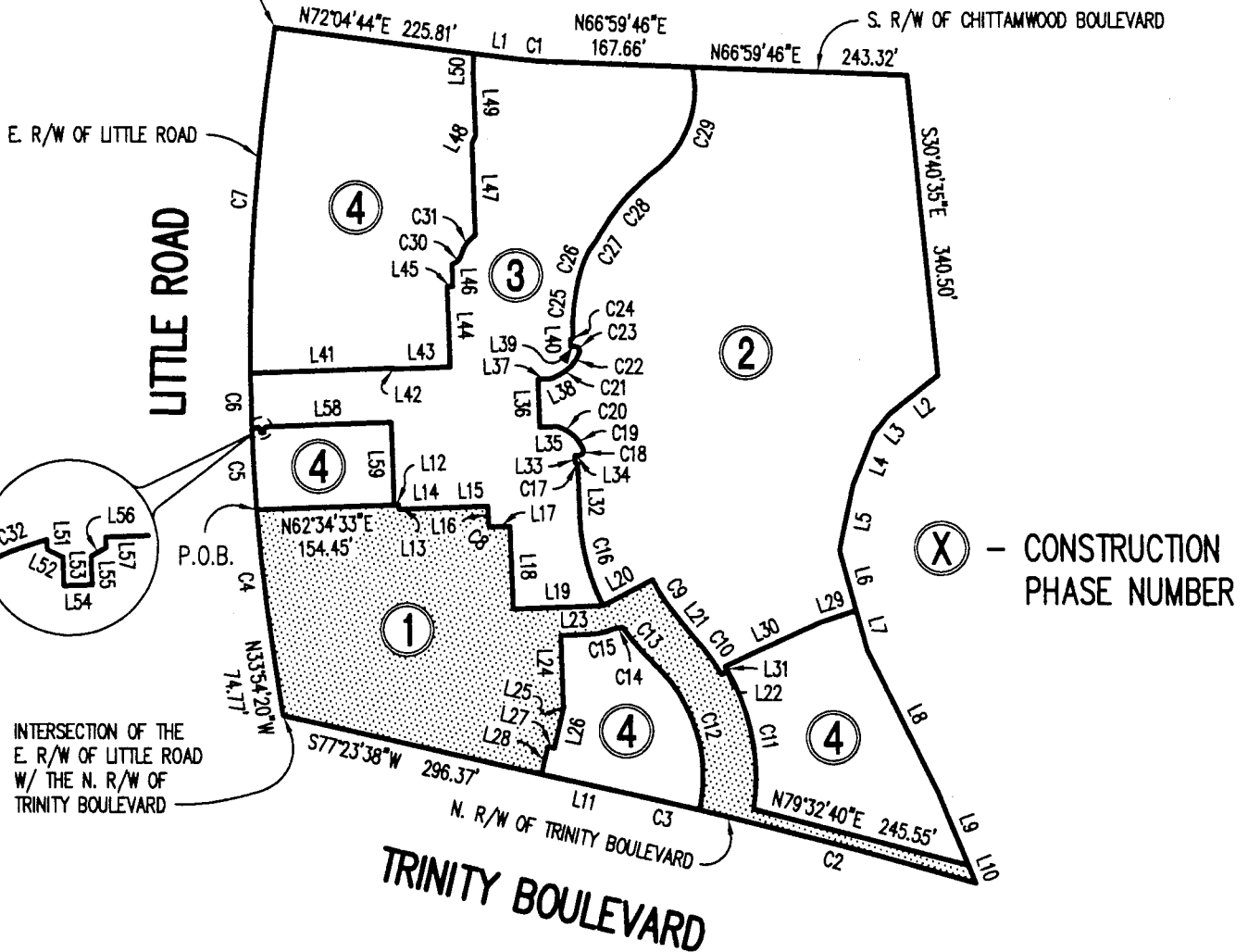
**LEGAL DESCRIPTION and SKETCH**  
THIS IS NOT A SURVEY



P.O.C.  
S.W. CORNER OF CHITTAMWOOD  
BOULEVARD OF THOUSAND  
OAKS PHASE 2 AND 3



**CHITTAMWOOD BOULEVARD**



INTERSECTION OF THE  
E. R/W OF LITTLE ROAD  
W/ THE N. R/W OF  
TRINITY BOULEVARD

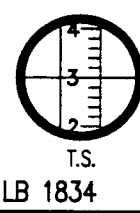
**SHEET 4 OF 7**

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 61G17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

  
GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

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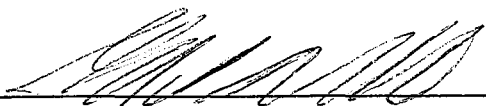
**LEGAL DESCRIPTION and SKETCH**  
THIS IS NOT A SURVEY

| LINE DATA  |                  |          |
|------------|------------------|----------|
| LINE LABEL | BEARING          | DISTANCE |
| L1         | N72°04'44"E - SW | 52.03'   |
| L2         | S26°24'15"W - NE | 68.72'   |
| L3         | S14°01'16"W - NE | 28.12'   |
| L4         | S03°19'30"E - NW | 62.74'   |
| L5         | S13°18'29"E - NW | 74.43'   |
| L6         | S40°20'13"E - NW | 69.47'   |
| L7         | S40°20'13"E - NW | 45.79'   |
| L8         | S51°10'59"E - NW | 178.56'  |
| L9         | S46°55'38"E - NW | 86.84'   |
| L10        | S46°55'38"E - NW | 21.55'   |
| L11        | S77°23'38"W - NE | 103.63'  |
| L12        | S62°34'33"W - NE | 5.00'    |
| L13        | N27°25'27"W - SE | 5.00'    |
| L14        | S62°34'33"W - NE | 63.50'   |
| L15        | S62°34'33"W - NE | 36.50'   |
| L16        | N27°25'27"W - SE | 20.00'   |
| L17        | S62°34'33"W - NE | 21.00'   |
| L18        | N27°25'27"W - SE | 92.91'   |
| L19        | S62°34'33"W - NE | 99.99'   |
| L20        | N36°29'35"E - SW | 62.08'   |
| L21        | S63°04'32"E - NW | 33.93'   |
| L22        | N34°28'06"E - SW | 8.20'    |
| L23        | N62°33'54"E - SW | 32.17'   |
| L24        | N27°25'39"W - SE | 79.69'   |
| L25        | S77°34'20"W - NE | 0.50'    |
| L26        | N12°25'40"W - SE | 48.39'   |
| L27        | N77°34'20"E - SW | 7.49'    |
| L28        | N12°28'52"W - SE | 31.54'   |
| L29        | N46°26'57"E - SW | 42.00'   |
| L30        | N39°58'36"E - SW | 118.65'  |

| LINE DATA  |                  |          |
|------------|------------------|----------|
| LINE LABEL | BEARING          | DISTANCE |
| L31        | N58°14'56"W - SE | 5.71'    |
| L32        | S27°25'27"E - NW | 58.44'   |
| L33        | S27°25'27"E - NW | 8.00'    |
| L34        | S62°34'33"W - NE | 5.08'    |
| L35        | N62°39'33"E - SW | 19.58'   |
| L36        | S27°25'27"E - NW | 54.00'   |
| L37        | S62°34'33"W - NE | 15.07'   |
| L38        | S39°45'44"W - NE | 8.47'    |
| L39        | N62°34'33"E - SW | 5.08'    |
| L40        | S27°25'27"E - NW | 8.00'    |
| L41        | S62°34'33"W - NE | 161.16'  |
| L42        | N27°25'27"W - SE | 1.00'    |
| L43        | S62°34'33"W - NE | 64.00'   |
| L44        | S27°25'27"E - NW | 91.00'   |
| L45        | S62°34'33"W - NE | 6.35'    |
| L46        | S27°25'27"E - NW | 25.23'   |
| L47        | S27°25'27"E - NW | 104.17'  |
| L48        | S02°00'08"W - NE | 9.18'    |
| L49        | S27°25'27"E - NW | 73.00'   |
| L50        | S22°32'07"E - NW | 19.64'   |
| L51        | S27°15'47"E - NW | 1.42'    |
| L52        | S89°56'47"E - NW | 2.45'    |
| L53        | S27°15'47"E - NW | 4.00'    |
| L54        | N62°44'13"E - SW | 3.98'    |
| L55        | N27°15'47"W - SE | 4.00'    |
| L56        | N34°26'48"E - SW | 2.37'    |
| L57        | N27°15'47"W - SE | 1.48'    |
| L58        | N62°34'33"E - SW | 141.02'  |
| L59        | S27°25'27"E - NW | 92.50'   |

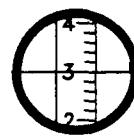
**SHEET 5 OF 7**

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GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

JOB NUMBER: 060742K      DATE SURVEYED: N/A  
DRAWING FILE: 060742K.DWG      DATE DRAWN: 7-16-2007  
LAST REVISION: N/A      X REFERENCE: 060742



T.S.  
LB 1834

**GEORGE A. SHIMP II  
AND ASSOCIATES, INCORPORATED**  
LAND SURVEYORS LAND PLANNERS  
3301 DeSOTO BOULEVARD, SUITE D  
PALM HARBOR, FLORIDA 34683  
PHONE (727) 784-5496 FAX (727) 786-1256

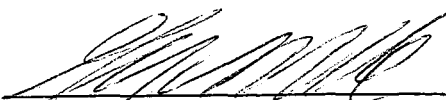
SECTION . . . 36 . . . , TOWNSHIP . . . 26 . . . SOUTH, RANGE . . . 16 . . . EAST, . . . . . PASCO . . . . . COUNTY, FLORIDA

**LEGAL DESCRIPTION and SKETCH**  
THIS IS NOT A SURVEY

| C U R V E T A B L E |          |         |         |                  |
|---------------------|----------|---------|---------|------------------|
| CURVE               | RADIUS   | ARC     | CHORD   | CHORD BEARING    |
| C1                  | 285.00'  | 25.28'  | 25.27'  | N69°32'15"E - SW |
| C2                  | 5100.00' | 317.74' | 317.69' | S79°41'42"W - NE |
| C3                  | 5100.00' | 75.86'  | 75.86'  | S77°29'03"W - NE |
| C4                  | 2300.00' | 158.03' | 158.00' | S31°56'13"E - NW |
| C5                  | 2300.00' | 90.09'  | 90.09'  | S28°50'47"E - NW |
| C6                  | 2300.00' | 62.95'  | 62.94'  | S26°56'25"E - NW |
| C7                  | 2300.00' | 392.19' | 391.72' | S21°16'17"E - NW |
| C8                  | 3.00'    | 4.71'   | 4.24'   | S72°25'27"E - NW |
| C9                  | 185.38'  | 44.62'  | 44.51'  | S58°06'45"E - NW |
| C10                 | 226.00'  | 53.09'  | 52.96'  | N62°15'37"W - SE |
| C11                 | 239.94'  | 160.80' | 157.81' | N35°54'10"W - SE |
| C12                 | 174.00'  | 180.28' | 172.32' | N42°23'10"W - SE |
| C13                 | 226.01'  | 52.40'  | 52.29'  | S65°25'29"E - NW |
| C14                 | 25.58'   | 10.59'  | 10.51'  | S55°53'27"W - NE |
| C15                 | 63.34'   | 27.55'  | 27.33'  | N51°18'39"E - SW |
| C16                 | 236.00'  | 102.68' | 101.88' | S39°53'20"E - NW |
| C17                 | 3.00'    | 4.71'   | 4.24'   | N72°25'27"W - SE |
| C18                 | 5.00'    | 9.93'   | 8.38'   | N05°41'27"E - SW |
| C19                 | 52.27'   | 17.91'  | 17.83'  | N60°13'26"W - SE |
| C20                 | 52.27'   | 21.60'  | 21.44'  | N86°38'37"W - SE |
| C21                 | 52.27'   | 18.07'  | 17.98'  | N29°51'35"E - SW |
| C22                 | 52.51'   | 17.90'  | 17.82'  | N05°22'48"E - SW |
| C23                 | 5.00'    | 9.94'   | 8.38'   | N60°29'20"W - SE |
| C24                 | 3.00'    | 4.74'   | 4.26'   | N17°19'31"E - SW |
| C25                 | 236.05'  | 63.10'  | 62.91'  | S20°00'50"E - NW |
| C26                 | 125.43'  | 37.91'  | 37.77'  | S05°43'28"E - NW |
| C27                 | 194.76'  | 24.88'  | 24.86'  | N07°46'02"E - SW |
| C28                 | 237.94'  | 84.32'  | 83.88'  | S14°39'49"W - NE |
| C29                 | 116.30'  | 138.59' | 130.54' | N03°43'27"W - SE |
| C30                 | 15.00'   | 15.82'  | 15.09'  | N17°48'34"E - SW |
| C31                 | 40.22'   | 27.57'  | 27.03'  | S09°36'48"W - NE |
| C32                 | 49.50'   | 7.81'   | 7.80'   | S44°34'32"W - NE |

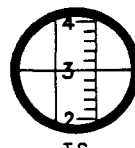
**SHEET 6 OF 7**

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GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

JOB NUMBER: 060742K      DATE SURVEYED: N/A  
DRAWING FILE: 060742K.DWG      DATE DRAWN: 7-16-2007  
LAST REVISION: N/A      X REFERENCE: 060742



T.S.  
LB 1834

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**AND ASSOCIATES, INCORPORATED**  
LAND SURVEYORS LAND PLANNERS  
3301 DeSOTO BOULEVARD, SUITE D  
PALM HARBOR, FLORIDA 34683  
PHONE (727) 784-5496 FAX (727) 786-1256

SECTION . . . 36 . . . , TOWNSHIP . . . 26 . . . SOUTH, RANGE . . . 16 . . . EAST, . . . . . PASCO . . . . . COUNTY, FLORIDA

**LEGAL DESCRIPTION and SKETCH**  
THIS IS NOT A SURVEY

**ABBREVIATIONS**

A = ARC LENGTH  
A/C = AIR CONDITIONER  
AF = ALUMINUM FENCE  
ALUM = ALUMINUM  
ASPH = ASPHALT  
BFE = BASE FLOOD ELEVATION  
BLDG = BUILDING  
BLK = BLOCK  
BM = BENCH MARK  
BNDY = BOUNDARY  
BRG = BEARING  
BWF = BARBED WIRE FENCE  
C = CALCULATED  
CB = CHORD BEARING  
CBS = CONCRETE BLOCK STRUCTURE  
CHD = CHORD  
CL = CENTERLINE  
CLF = CHAIN LINK FENCE  
CLOS = CLOSURE  
COL = COLUMN  
CONC = CONCRETE  
CR = COUNTY ROAD  
C/S = CONCRETE SLAB  
COR = CORNER  
COV = COVERED AREA  
D = DEED  
DOT = DEPARTMENT OF TRANSPORTATION  
DRNG = DRAINAGE  
D/W = DRIVEWAY  
EL OR ELEV = ELEVATION  
EOP = EDGE OF PAVEMENT  
EOW = EDGE OF WATER  
ESM'T = EASEMENT  
FCM = FOUND CONCRETE MONUMENT  
FES = FLARED END SECTION  
FIP = FOUND IRON PIPE  
FIR = FOUND IRON ROD  
FL = FLOW LINE  
FLD = FIELD  
FND = FOUND  
FOP = FOUND OPEN PIPE  
FPC = FLORIDA POWER CORP.

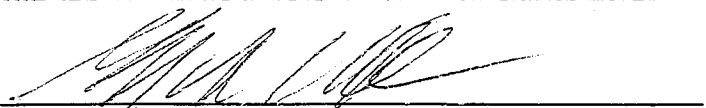
FPP = FOUND PINCHED PIPE  
FRM = FRAME  
FZL = FLOOD ZONE LINE  
GAR = GARAGE  
G/E = GLASS ENCLOSURE  
HWF = HOG WIRE FENCE  
HWL = HIGH WATER LINE  
INV = INVERT  
LB = LAND SURVEYING BUSINESS  
LFE = LOWEST FLOOR ELEV  
LHSM = LOWEST HORIZONTAL SUPPORTING MEMBER  
LS = LAND SURVEYOR  
M = MEASURED  
MAS = MASONRY  
MES = MITERED END SECTION  
MH = MANHOLE  
MHWL = MEAN HIGH WATER LINE  
MSL = MEAN SEA LEVEL  
N&B = NAIL AND BOTTLE CAP  
N&D = NAIL AND DISK  
N&T = NAIL AND TAB  
NGVD = NATIONAL GEODETIC VERTICAL DATUM  
NO = NUMBER  
O/A = OVERALL  
OHW = OVERHEAD WIRE(S)  
OR = OFFICIAL RECORDS  
O/S = OFFSET  
P = PLAT  
PB = PLAT BOOK  
PC = POINT OF CURVE  
PCC = POINT OF COMPOUND CURVE  
PCP = PERMANENT CONTROL POINT  
PG = PAGE  
PK = PARKER KALON  
PL = PROPERTY LINE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
POL = POINT ON LINE  
PP = POWER POLE  
PRC = POINT OF REVERSE CURVATURE  
PRM = PERMANENT REFERENCE MONUMENT

PROP = PROPERTY  
PSM = PROFESSIONAL SURVEYOR & MAPPER  
PT = POINT OF TANGENCY  
PVM'T = PAVEMENT  
RAD = RADIUS  
R = RECORD  
REF = REFERENCE  
RES = RESIDENCE  
RL = RADIAL LINE  
RLS = REGISTERED LAND SURVEYOR  
RND = ROUND  
RNG = RANGE  
RRS = RAIL ROAD SPIKE  
R/W = RIGHT-OF-WAY  
SCM = SET CONCRETE MONUMENT  
S/E = SCREENED ENCLOSURE  
SEC = SECTION  
SET N&D = SET NAIL AND DISK RLS# 2512  
SIR = SET 1/2" IRON ROD RLS# 2512  
SQ = SQUARE  
SRF = SPLIT RAIL FENCE  
SR = STATE ROAD  
STY = STORY  
SUB = SUBDIVISION  
S/W = SIDEWALK  
TB = "T" BAR  
TBM = TEMPORARY BENCH MARK  
TC = TOP OF CURB  
TOB = TOP OF BANK  
TOS = TOE OF SLOPE  
TRANS = TRANSFORMER  
TWP = TOWNSHIP  
TYP = TYPICAL  
UG = UNDERGROUND  
UTIL = UTILITY  
WD = WOOD  
WF = WOOD FENCE  
WIF = WROUGHT IRON FENCE  
WT = WITNESS  
WRF = WIRE FENCE  
WV = WATER VALVE

\*\*\* ABBREVIATIONS MAY ALSO BE CONCATENATED AS REQUIRED.  
\*\*\* OTHER COMMONLY RECOGNIZED AND/OR ACCEPTED ABBREVIATIONS ARE ALSO UTILIZED BUT NOT SPECIFIED HEREON.

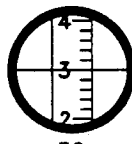
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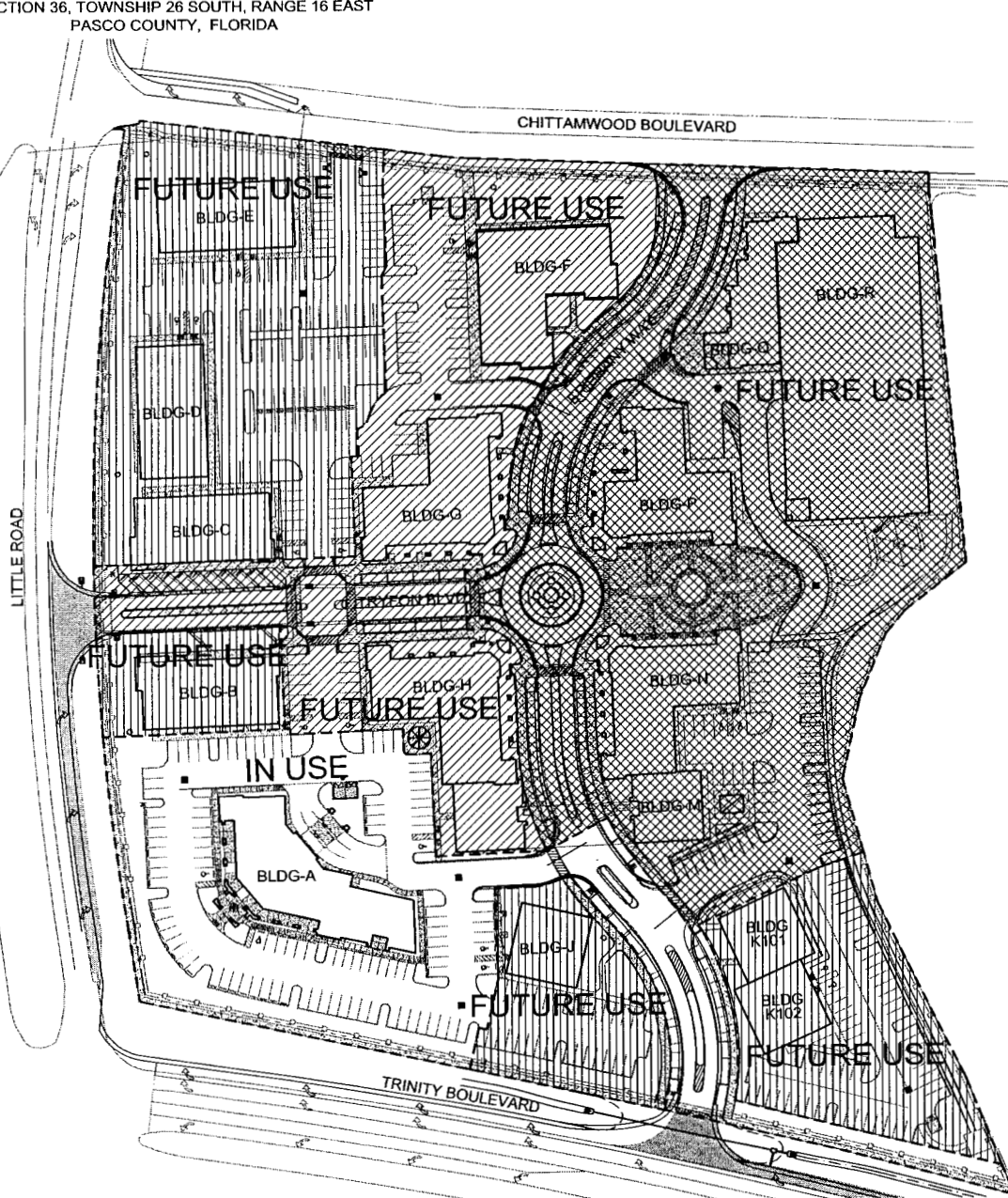


T.S.  
LB 1834

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3301 DeSOTO BOULEVARD, SUITE D  
PALM HARBOR, FLORIDA 34683  
PHONE (727) 784-5496 FAX (727) 786-1256

# Exhibit "B"

SECTION 36, TOWNSHIP 26 SOUTH, RANGE 16 EAST  
PASCO COUNTY, FLORIDA



- In Use - Construction Area includes Building A and contains 125 parking spaces (40 required).
  - ▨ Future Use - Construction Area includes buildings M, N, P, Q and the parking garage. Phase 2 contains 464 parking spaces including the garage; 589 total spaces in Phases 1 and 2 (385 required).
  - ▧ Future Use - Construction Area includes Buildings F, G and H. Phase 3 contains 67 parking spaces; 656 total spaces in Phases 1, 2 and 3 (641 required).
  - ▤ Future Use - Construction Area includes Buildings B, C, D, E, J, K101 and K102. Phase 4 contains 185 parking spaces; 841 total spaces in Phases 1, 2, 3 and 4 (836 required).
- Start Construction 2-1-07. Complete construction & C.O. 10-1-07.
- Start Construction 5-1-07. Complete construction & C.O. 2-1-08.
- Start Construction 2-1-08. Complete construction & C.O. 10-01-08.
- Start construction when buildings leased. Complete construction & C.O. 10 months after construction starts.

### NOTES:

- All water mains, sanitary sewer lines, storm sewers and inlets will be constructed with Phase 1.
- Only the perimeter of each phase along the property lines and the internal green areas within each phase will be landscaped.
- Utility impact fees will be paid at time of application for connection.

### SITE DATA

**PROJECT NAME:** TRINITY TOWN CENTER  
LITTLE ROAD AND TRINITY BOULEVARD  
PASCO COUNTY, FLORIDA

**OWNER:** TRINITY TOWN CENTER, LLC  
3014 U.S. HWY 19 N  
PALM HARBOR, FLORIDA  
34784-1800

**ENGINEER:** SPRING ENGINEERING, INC.  
3014 U.S. HIGHWAY 19  
PALM HARBOR, FLORIDA 34784  
PHONE: (727) 836-1518 FAX: (727) 842-6174

**SURVEYOR:** POLK AND ASSOCIATES, INC.  
18650 U.S. HIGHWAY 19N, SUITE 300  
CLEARWATER, FLORIDA 34724  
(727) 521-6500

**CONTACT PERSONS:** JAY DONATIE, SPRING ENGINEERING, INC.  
RICHARD P. BOYE, P.E., SPRING ENGINEERING, INC.

**PRELIMINARY/CONSTRUCTION PLANS:** EXISTING LAND USE: TEMPORARY BLANK PROPOSED LAND USE: RETAIL/OFFICE

**ZONING:** LAND USE: C (MS-9 AND ROR)  
SITE: R/W (CHITAMWOOD BOULEVARD)  
SOUTH: R/W (TRINITY BOULEVARD)  
EAST: R/W (LITTLE ROAD)  
WEST: R/W (LITTLE ROAD)

**FLOOD ZONE:** "X" (PANEL NO. 120230 0370 D, 9-30-97)

**REZONING AND SPECIAL CONDITIONS:** RI # 4447 (BCC 7/30/91)

**NEW BUILDING HEIGHT:** ONE AND TWO-STORY (50' MAX)  
**NEW BUILDING AREA:** 195,805 SF. - 27% OF TOTAL SITE

**SITE AREA:** (TOTAL SITE = 564,000 SF OR 12.5 ACRES)

| BLDG  | USE           | 1st Floor Area | 2nd Floor Area | TOTAL Area | Parking Spaces | LAND USE |
|-------|---------------|----------------|----------------|------------|----------------|----------|
| B     | Office-Retail | 12,777         | 0              | 12,777     | 27             | RCS-3    |
| C     | Office-Retail | 8,747          | 0              | 8,747      | 27             | RCS-3    |
| D     | Office-Retail | 7,916          | 0              | 7,916      | 25             | RCS-3    |
| E     | Office-Retail | 7,295          | 0              | 7,295      | 25             | RCS-3    |
| F     | Office-Retail | 17,536         | 12,258         | 29,794     | 82             | RCS-3    |
| G     | Office-Retail | 12,018         | 12,116         | 24,134     | 62             | RCS-3    |
| H     | Office-Retail | 17,308         | 12,116         | 29,424     | 73             | RCS-3    |
| I     | Office-Retail | 4,200          | 0              | 4,200      | 14             | RCS-3    |
| J     | Office-Retail | 12,018         | 12,116         | 24,134     | 62             | RCS-3    |
| K     | Office-Retail | 17,308         | 12,116         | 29,424     | 73             | RCS-3    |
| L     | Office-Retail | 17,308         | 12,116         | 29,424     | 73             | RCS-3    |
| M     | Office-Retail | 17,308         | 12,116         | 29,424     | 73             | RCS-3    |
| N     | Office-Retail | 17,308         | 12,116         | 29,424     | 73             | RCS-3    |
| O     | Office-Retail | 17,308         | 12,116         | 29,424     | 73             | RCS-3    |
| P     | Office-Retail | 17,308         | 12,116         | 29,424     | 73             | RCS-3    |
| Q     | Office-Retail | 17,308         | 12,116         | 29,424     | 73             | RCS-3    |
| R     | Office-Retail | 17,308         | 12,116         | 29,424     | 73             | RCS-3    |
| K101  | Office-Retail | 11,828         | 0              | 11,828     | 17             | RCS-3    |
| K102  | Office-Retail | 11,828         | 0              | 11,828     | 17             | RCS-3    |
| TOTAL |               | 118,314        | 24,852         | 143,166    | 436            |          |

**NOT INCLUDING IN PAR:**  
Total Required = 838 Spaces  
Parking Provided = Garage (3 STORY, 4 LEVELS) 360  
Surface Spaces (Including 17 ICE spaces) 453  
Total Provided = 813 Spaces

**SITE AREAS:**  
- INTERIM AREA 10.1 AC (75%)  
- REVENUE FUND 0.00 AC (0%)  
- LANDSCAPE AREA 2.4 AC (25%)

**SETBACKS:**  
FRONT (WEST) 25' (25' REQ.) 20' (20' REQ.)  
FRONT (EAST) 15' (10' REQ.) 15' (15' REQ.)  
FRONT (NORTH) 25' (25' REQ.) 15' (15' REQ.)  
FRONT (SOUTH) 25' (25' REQ.) 10' (10' REQ.)

**ROADWAYS (1985):**  
TRINITY BL. (PRIVATE TYPE 2)  
EPPHART WAY (PRIVATE TYPE 2)

**PROPOSED FLUID: 140**

**WATER, SEWER AND RECLAIM WATER:** ALDRA UTILITIES  
8015 KENNEDY BRANCH RD  
NEW PORT RICHEY, FL 34855

**ELECTRIC:** SERVICE PROVIDED BY PROGRESS ENERGY  
4121 51 LANSING DRIVE  
NEW PORT RICHEY, FL 34855

**TELEPHONE:** SERVICE PROVIDED BY VERIZON  
810 ZACK ST 3TH FLOOR  
TAMPA, FL 33602

**FIRE:** SERVICE PROVIDED BY PASCO EMERGENCY SERVICES  
FIRE STATION #17  
SEVEN SPRINGS BOULEVARD

Overall Phasing Site Plan  
Scale: 1"=50'



THIS DRAWING AND THE DESIGN SHOWN ARE THE PROPERTY OF SPRING ENGINEERING, INC. AND ARE NOT TO BE REPRODUCED, COPIED, PUBLISHED, OR USED IN WHOLE OR PART WITHOUT WRITTEN CONSENT. THEY ARE TO BE USED ONLY FOR THE SITE AND PROJECT IDENTIFIED AND SHALL BE RETURNED UPON REQUEST.

100% CONSTRUCTION DOCS  
DATE: 10.05.06

| NO. | DATE     | BY             | REV. | DESCRIPTION    |
|-----|----------|----------------|------|----------------|
| 1   | 10-05-06 | REV. PEE CLINT |      | REV. PEE CLINT |
| 2   | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 3   | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 4   | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 5   | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 6   | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 7   | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 8   | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 9   | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 10  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 11  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 12  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 13  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 14  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 15  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 16  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 17  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 18  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 19  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 20  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 21  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 22  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 23  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 24  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 25  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 26  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 27  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 28  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 29  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |
| 30  | 10-05-07 | REV. PEE CLINT |      | REV. PEE CLINT |

Spring Engineering, Inc. logo

**Trinity Town Center**  
Phases One, Two, Three and Four

CONTRACT DATE: JANUARY 21, 2005

ENGINEERING • LAND PLANNING • ARCHITECTURE  
3014 U.S. HWY. 19, HOLIDAY, FL 32731  
FL. CDA NO. 0600518 & LICENSE NO. AU-001747

OVERALL PHASING SITE PLAN

DESIGNED BY: [ ]  
DRAWN BY: [ ]  
CHECKED BY: [ ]  
DATE: 2004-57

SHEET NO. C2.3

EXHIBIT "C"

SYSTEM CAPACITY CHARGES

Upon execution of this Agreement, Developer agrees to pay Service Company System Capacity Charges of \$10,847.12 for water service and \$10,803.71 for sewer service to induce Service Company to reserve 2.82 ERC's for water and 6.55 ERC's for sewer per day of each water and sewer plant capacities for Developer's proposed connections. Said systems capacity charges to be paid by Developer are those which are approved by the Florida Public Service Commission or other regulatory body with jurisdiction over Service Company.

Recording Charges

Service Company imposes a recording charge equal to its actual cost. Developer agrees to pay Service Company, prior to Service Company's acceptance of lines and facilities, the actual recording charge. Said charges are those established by the Clerk of the Circuit Court of Pasco County.

