



Aqua Utilities Florida, Inc.  
2228 Capital Circle NE, Ste. 2A  
Tallahassee, FL 32308

January 31, 2011

RECEIVED-FPSC  
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COMMISSION  
CLERK

Katherine E. Fleming  
Office of General Counsel  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

**Re: Docket No. 100330-WS - Application for increase in water/wastewater rates in Alachua, Brevard, DeSoto, Hardee, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties by Aqua Utilities Florida, Inc. – Staff Thirteenth Data Request**

Dear Ms. Fleming:

By this letter, Aqua Utilities Florida, Inc. (AUF or Company) provides its response to the Staff's Thirteenth Data Request.

1. In the response to Staff's Second Data Request, No. 26, the Utility provided MS Excel files containing the calculations used to determine the pro forma increases for the specified expenses. Please provide an explanation why each of the requested 5% increase in pro forma expenses are necessary, particularly for the expenses that declined from 2009 to 2010.

**RESPONSE:**

In the response to Staff's Second Data Request, No. 26, there was only one MS Excel file (Insurance Exp Adjs.xlsx), which requested a 5% increase in pro forma expenses. The 5% pro forma increase was requested for the total insurance expenses. Since the 5% increase was applied as an aggregate adjustment to the total insurance expense, there was no specific assumption made for the individual categories of insurance expense, whether an increase or decline from 2009 to 2010.

2. Please provide any and all of the Utility's calculations, bases, workpapers, and support documentation for the pro forma "Reduced Lease New FL Corp. Office" found on Schedule B-3, page 3 of 5, for all rate bands and stand-alone systems.

**RESPONSE:**

COM \_\_\_\_\_  
ABA \_\_\_\_\_  
ECR 2  
GCL \_\_\_\_\_  
RAD \_\_\_\_\_  
SSC \_\_\_\_\_  
ADM \_\_\_\_\_  
OPC \_\_\_\_\_  
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DOCUMENT NUMBER DATE

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FPSC-COMMISSION CLERK

An Aqua America Company  
www.aquautilitiesflorida.com

Find the following documents attached hereto in support of the Reduction in Office Rent adjustment reflected on MFR Schedule B-3 for the consolidation of the two Florida corporate offices:

- 1) Calculation spreadsheet indicating the allocated test year office rent expense for the two previous offices and the allocation of the new consolidated corporate office. Aqua Utilities Florida moved into the new office space at a negotiated reduced cost in September 2010. This reduced amount reflects a cost savings to the ratepayers of approximately \$33,204 annually.
- 2) Copy of the previous lease of the Sarasota corporate office.
- 3) Copy of the previous lease of the Leesburg corporate office.
- 4) Copy of the new executed lease for the Lady Lake office.
- 5) Copy of the new executed lease for the new Leesburg warehouse space. Note: This amount was not included in the lease adjustment presented in the MFRs.

3. Please provide any and all of the Utility's calculations, bases, workpapers, and support documentation for the "Adjustment for Change in Chemical Prices" found on Schedule B-3, page 1 of 5, for all rate bands and stand-alone systems.

**RESPONSE:**

AUF consolidated its in state purchases of chlorine for disinfection. AUF was able to consolidate its purchases to one supplier, The Dumont Company. The realized cost reduction in chemical costs illustrates AUF's continued effort to reduce its costs. Attached hereto is a copy of the contract executed on December 14, 2009.

Also, AUF is providing a sample of invoices for each rate band and the stand alone systems. Due to the voluminous nature of the total invoices for each system, AUF is providing this sample to illustrate the costs of chlorine prior to the consolidated purchases and after the execution of the state wide contract. AUF is supplying invoices from the previous supplier, as well as the new supplier under the newly executed contract. These invoices illustrate the cost reduction on a per unit basis.

This consolidation of the chemical chlorine purchases represents a calculated annual reduction in chemical costs of approximately \$19,917. This reduction is reflected in AUF's adjustments to chemical expenses found on Schedule B-3.

4. For the Breeze Hill wastewater system, please provide any and all correspondence relating to the increase in sludge hauling expense (including the old rate and the new rate) and all sludge hauling invoices for the test year.

**RESPONSE:**

The adjustment was originally made to normalize the sludge hauling expense for the Breeze Hill wastewater system. At the time of filing, AUF expected the sludge to be removed in a rotation of one time a year for the first year, then two times a year for the second year. Upon further review, operational efficiencies have resulting in a current need to only remove the sludge once a year. Therefore, this adjustment is no longer necessary.

5. For Wastewater Band 2, please provide any and all documentation for the Zephyr Shores purchased wastewater treatment expense increase reflected on MFR Schedule B-3, in accordance with Rule 25-30.425, Florida Administrative Code.

**RESPONSE:**

The adjustments represent the increase in the Pasco County purchased wastewater rates for the (a) normalized water increase as of October 1, 2009, and (b) pro forma water increase as of October 1, 2010. Find the following documents attached hereto in support of the Zephyr Shores purchased wastewater adjustment reflected on MFR Schedule B-3:

- 1) Pasco County Rates and Charges Effective October 1, 2009, obtained from the Pasco County website
- 2) Pasco County Rates and Charges Effective October 1, 2010, obtained from the Pasco County website
- 3) Pasco County Resolution concerning the increase in water and wastewater rates for the years 2007 through 2010
- 4) Copies of Pasco County invoices for Zephyr Shores for bulk wastewater purchases for the test year indicating the volume purchased and the increase in rates as of October 1, 2009.

6. For the Tangerine water system, please provide any and all correspondence relating to the pro forma increase in chemicals expense, including all invoices from the date of the test year up to the present date, including the most recent available invoices.

**RESPONSE:**

The adjustment for the Tangerine water system in chemicals represents the addition of the sequestering chemical in conjunction with the Secondary Water Project for the aesthetics concerns of the customers. This additional treatment was placed into service in March 2009. The attached spreadsheet shows the calculation of the normalization adjustment based on the appropriate dosage level applied to the test year gallons produced for the Tangerine system. Also attached is the invoice for the Aqua Mag purchased on March 19, 2010.

7. For Water Band 4, please provide any and all documentation for the Palm Terrace purchased water expense increase reflected on MFR Schedule B-3, in accordance with Rule 25-30.425, Florida Administrative Code.

**RESPONSE:**

The adjustments represent the increase in the Pasco County purchased water rates for the (a) normalized water increase as of October 1, 2009, and (b) pro forma water increase as of October 1, 2010. Find the following documents attached hereto in support of the Palm Terrace purchased water adjustment reflected on MFR Schedule B-3:

- 5) Pasco County letter to Aqua Utilities Florida, Inc. dated September 26, 2007 noticing the increase in bulk water rates for the years 2007 through 2010.

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- 6) Pasco County Rates and Charges Effective October 1, 2009, obtained from the Pasco County website – (provided above in response to No. 5)
- 7) Pasco County Rates and Charges Effective October 1, 2010, obtained from the Pasco County website– (provided above in response to No. 5)
- 8) Pasco County Resolution concerning the increase in water and wastewater rates for the years 2007 through 2010– (provided above in response to No. 5)
- 9) Copies of Pasco County invoices for Palm Terrace for bulk water purchases for the test year indicating the volume purchased and the increase in rates as of October 1, 2009.

Please acknowledge receipt of this filing by stamping the extra copy of this letter “filed” and returning the copy to me. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Troy Rendell". The signature is fluid and cursive, with a large initial "T" and "R".

Troy Rendell  
Rates Manager

cc: Bruce May, Holland & Knight  
Office of Commission Clerk  
Charles Beck, Office of Public Counsel  
Kimberly A. Joyce, Aqua America, Inc.

**Aqua Utilities Florida, Inc.**  
**Docket No. 100330-WS**

**Pro Forma Adjustment**

**Corporate Office Lease**

Test Year <u>Allocated</u> Lease Expenses	2009	2009	2009	2009	2009	2009	2009	2009	2009	2010	2010	2010	2010	Totals
	May	June	July	August	September	October	November	December	January	February	March	April		
Sarasota Office	8,428.37	8,428.37	8,428.37	8,428.37	8,745.40	8,636.95	8,636.95	8,636.95	8,636.95	4,545.96	4,545.96	4,545.96	90,644.56	
Leesburg Office	7,640.21	7,640.21	7,640.21	7,640.21	7,640.21	7,640.21	7,640.21	9,040.17	7,640.21	7,640.21	7,640.21	7,640.21	93,082.48	
Total Test yr lease expense	16,068.58	16,068.58	16,068.58	16,068.58	16,385.61	16,277.16	16,277.16	17,677.12	16,277.16	12,186.17	12,186.17	12,186.17	183,727.04	
Lease expense allocated to Sarasota														
AUF W	7,056.36	7,056.36	7,056.36	7,056.36	7,195.58	7,147.96	7,147.96	7,762.73	7,103.36	5,318.05	5,318.05	5,318.05	80,537.18	
AUF WW	2,700.00	2,700.00	2,700.00	2,700.00	2,753.27	2,735.04	2,735.04	2,970.28	2,686.91	2,011.60	2,011.60	2,011.60	30,715.33	
Total Test yr lease allocation	9,756.36	9,756.36	9,756.36	9,756.36	9,948.85	9,883.00	9,883.00	10,733.01	9,790.27	7,329.65	7,329.65	7,329.65	111,252.51	

AUF W does not include Chuluota, Jumper Creek, Fountain Lakes Irrigation or Citrus County Water systems  
AUF WW does not include Chuluota, Jumper Creek, Fountain Lakes Wastewater systems

To Remove two prior lease costs for two corporate office closings \$ (111,252.51)

2009 Allocation percentages based on 2008 customer count					
Florida Customer count					
Total Florida Customer count Water			23,381		
Total Florida Customer count Wastewater			15,142	# customers	
Total Florida Customer count			<u>38,523</u>		
AUF W	W	Systems	AUF	16,917	43.91%
AUF WW	WW	Systems	AUF	6,473	16.80%

charges allocated to 634800 Mgmt Fees  
charges allocated to 734800 Mgmt Fees

2010 Allocation percentages based on 2009 customer count					
Florida Customer count					
Total Florida Customer count Water			23,940		
Total Florida Customer count Wastewater			15,164	# customers	
Total Florida Customer count			<u>39,104</u>		
AUF W	W	Systems	AUF	17065	43.64%
AUF WW	WW	Systems	AUF	6455	16.51%

charges allocated to 634800 mgmt fees  
charges allocated to 734800 mgmt fees

**2011 Proforma Allocated Lease Expenses**

	2011 January	2011 February	2011 March	2011 April	2011 May	2011 June	2011 July	2011 August	2011 September	2011 October	2011 November	2011 December	Totals
Leesburg Office (New Office Lease)	10,689.38	10,689.38	10,689.38	10,689.38	10,689.38	10,689.38	10,689.38	0.00	10,689.38	10,689.38	10,689.38	10,689.38	117,583.18
Leesburg Warehouse(New Storage Lease)	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	12,840.00
<b>Total Lease</b>	<b>11,759.38</b>	<b>11,759.38</b>	<b>11,759.38</b>	<b>11,759.38</b>	<b>11,759.38</b>	<b>11,759.38</b>	<b>11,759.38</b>	<b>1,070.00</b>	<b>11,759.38</b>	<b>11,759.38</b>	<b>11,759.38</b>	<b>11,759.38</b>	<b>130,423.18</b>
Lease expense allocated to AUF Systems													
AUF W	5,115.08	5,115.08	5,115.08	5,115.08	5,115.08	5,115.08	5,115.08	465.43	5,115.08	5,115.08	5,115.08	5,115.08	56,731.26
AUF WW	1,922.00	1,922.00	1,922.00	1,922.00	1,922.00	1,922.00	1,922.00	174.89	1,922.00	1,922.00	1,922.00	1,922.00	21,316.94
Total Test yr lease allocation	7,037.08	7,037.08	7,037.08	7,037.08	7,037.08	7,037.08	7,037.08	640.31	7,037.08	7,037.08	7,037.08	7,037.08	78,048.20
<b>Adjustment from Test yr to 2011</b>	<b>-2,719.27</b>	<b>-2,719.27</b>	<b>-2,719.27</b>	<b>-2,719.27</b>	<b>-2,911.77</b>	<b>-2,845.92</b>	<b>-2,845.92</b>	<b>-10,092.70</b>	<b>-2,753.19</b>	<b>-292.57</b>	<b>-292.57</b>	<b>-292.57</b>	<b>-33,204.30</b>

Per our new lease we are to receive free rent in August 2010, 2011, 2012

The amount of free rent in August 2010 will be \$9,501.67 not reflected above

For 2010 Monthly Rent Expense is comprised of \$9,501.67 for rent and \$1,187.71 for Common Area Maintenance(CAM)

Please refer to excuted lease provided for more details

To reflect new lease costs for new corporate office

\$ 78,048.20

**2011 Allocation percentages based on May 31, 2010 active customer count**

AUF Customer count						
W	24,173					
WW	15,137					
<b>Total AUF Customer count</b>	<b>39,310</b>					
			# customers			
AUF W	W	Systems	AUF	17099	43.50%	charges allocated to 634800 mgmt fees
AUF WW	WW	Systems	AUF	6425	16.34%	charges allocated to 734800 mgmt fees

AUF W does not include Chuluota, Jumper Creek, Fountain Lakes Irrigation or Citrus County Water systems

AUF WW does not include Chuluota, Jumper Creek, Fountain Lakes Wastewater systems

**Customer count for all systems as of 5-31-10**

	2010 Customer Count	
Total Florida W	24,173	
Total Florida WW	15,137	
<b>Total Florida Customer Count as of 5-31-10</b>	<b>39,310</b>	
AUF W	17,099	43.50%
AUF WW	6,425	16.34%
Citrus W	318	0.81%
Sarasota W	4,842	12.32%
Sarasota WW	7,113	18.09%
Chuluota W	1,530	3.89%
Chuluota WW	727	1.85%
Jumper Creek W	40	0.10%
Jumper Creek WW	39	0.10%
Fountain Lakes W	344	0.88%
Fountain Lakes WW	833	2.12%
		100.00%

LEASE

BY THIS AGREEMENT made and entered into on FEBRUARY 11, 2005 between DALE E. BARTCH, GENERAL PARTNER OF THE KRISTEN L. BARTCH FAMILY LIMITED PARTNERSHIP, herein referred to as "Lessor", and AQUA UTILITIES FLORIDA, INC. herein referred to as "Lessee". Lessor leases to Lessee the real property and improvements hereinafter referred as "Premises", situated at:

1100 THOMAS  
LEESBURG, FL 34748

CONSISTING OF : 10,600 SF office and warehouse, and; as per attached Exhibit B, approximately ONE AND ONE QUARTER (1 1/4 ) Acre +/-, described as: Beginning at the South West corner 164' North X 331' East. (10' N. from the N. Side of the building and 56' E. from the E. side of the building, to the edge of the asphalt drive lip).

Term and Rent

The term of this lease is for FIVE (5) YEARS, commencing on MAY 1, 2005 and terminating on APRIL 30, 2010. Lessee agrees to pay without demand, to Lessor as rent for the premises, during the first year of this lease, a monthly rental of \$5,500.00 (FIVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS) PLUS THE PRORATED MONTHLY PORTION OF THE COST OF THE PROPERTY TAX, ESTIMATED AT SIX HUNDRED ELEVEN AND 52/100 (\$611.52) DOLLARS PER MONTH, BUILDING INSURANCE, ESTIMATED AT ONE HUNDRED FIFTY FIVE AND 50/100 (\$155.50) DOLLARS PER MONTH, AND COMMON MAINTENANCE, ESTIMATED AT TWO HUNDRED EIGHTY AND 00/100 (\$280.00) PER MONTH, FOR A TOTAL MONTHLY AMOUNT OF SIX THOUSAND FIVE HUNDRED FORTY SEVEN AND 02/100 (\$6,547.02) , plus applicable Sales Tax (7%), in advance on the 1ST day of each month, during the first YEAR of this lease. The first and last months payments (\$14,010.62) FOURTEEN THOUSAND TEN AND 62/100 and a (\$2,000.00) TWO THOUSAND AND NO/100 DOLLARS security deposit is paid on the execution of this agreement, receipt of which is acknowledged by Lessor. The monthly rent and monthly common maintenance shall increase, on the anniversary date of this lease, MAY 1 of each year, in the amount of a percentage equal to the percentage increase in the Bureau of Labor Statistics Consumer Price Index. On MAY 1 of each year, the increase shall take effect, during the term of the lease. The property tax and building insurance shall be adjusted to the actual amounts annually.



#### Assignment and Subletting

Without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed, Lessee shall not assign this lease, or sublet or grant any concession of license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment of subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease. Lessee may assign or transfer this lease to any entity that controls or is under control of Lessee, or is merged or consolidated with Lessee.

#### Condition of Premises

Lessee stipulates that it has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and in a safe, clean, and tenantable condition.

#### Alteration and Improvements

Lessor shall permit Lessee to construct individual offices within the existing 3600 SF office portion as per the sketch provided by architect Bob Zahradnik, attached hereto as EXHIBIT "A". Lessee shall make no other alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease. However, in the event that Lessee makes alterations to the buildings on the demised premises without the prior written consent of Lessor or not in accord with Exhibit A, Lessor has the option to require the Lessee to remove all or any alterations, in part or in whole, or may request additional security deposit from the tenant to be held for such restoration, the amount to be determined between both parties at time of request for written consent from Lessor.

#### Repairs and Maintenance

The Lessor will maintain the exterior of the leased premises, including the roof and exterior walls, in good and substantial repair. The Lessee will maintain the interior of the leased premises, including the interior ceilings, walls, floors, fixtures, pipes, doors and windows, air conditioning and heating systems in good and substantial repair, including frequently changing the air conditioning filters. Interior fixtures and pipes are those that project from the ceilings, walls and floor into the room; exterior fixtures and pipes include those concealed behind, over or under the interior ceilings, walls and floors. The agreements to repair and maintain in this paragraph do not apply to any damage caused by fire or other casualty. Lessee agrees to have the carpet or floor professionally cleaned upon vacating, or agrees that the cost will be deducted from the security deposit.

#### Destruction of Premises and Eminent Domain

In the event the leased premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Lessee, or if the same are taken by eminent domain, this lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a part only of the leased premises be destroyed or rendered untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, the Lessor shall have the option to rebuild and repair the leased property or to terminate this lease. In such case, Lessor shall notify Lessee of this election within fifteen (15) days of the fire, storm, earthquake, or other casualty. If the Lessor elects to rebuild and repair the damaged portion, the rental shall abate in the proportion which the injured part bears to the whole leased premises, and such part so injured shall be restored by Lessor as speedily as practicable, and commence within forty five (45) days of the notice provided for in the preceding sentence. At the conclusion of the repair and rebuild, the full rent shall recommence and the lease shall continue according to its terms. A condemnation award shall belong exclusively to Lessor.

#### Surrender of Premises

At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

#### Warranties of Title and Quiet Possession

Lessor covenants that Lessor is seized of the demised premises in fee simple and has full right to make this lease and that Lessee shall have quiet and peaceable possession of the demised premises during the term thereof.



Notices

All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail and addressed as follows:

TO LESSOR: DALE E. BARTCH, GP KLBFLP  
2317 GRIFFIN ROAD  
LEESBURG, FL 34748

TO LESSEE: AQUA UTILITIES FLORIDA, INC.  
GLENN LABRECQUE  
6960 PROFESSIONAL PARKWAY EAST,  
STE 400  
SARASOTA, FL 34240

Liens

Lessee shall keep all of the premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialsmen's, and other liens for or arising out of or in connection with work of labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessor and all of the premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereto. Lessee shall give Lessor written notice no less than fifteen days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS in order that Lessor may post appropriate notices of Lessor's nonresponsibility.

Taxes and Insurance

Lessee shall pay the ad valorem taxes levied against the premises and the cost of the building insurance as procured by the Lessor. Amounts are estimated based on the prior years bill and 1/12th paid monthly with the rent. Reconciled to actual annually.

**Indemnification of Lessor**

Except for loss, injury, death or damage to persons or property sustained as a result of Lessor's breach of this lease or Lessor's negligence, Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whatsoever may at any time be using or occupying or visiting the demised premises or be in, on, or about the same, whether such loss, injury, death, or damages shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage.

**Breach or Default**

Lessee shall have breached this lease and shall be considered in default hereunder if (1) Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or makes an assignment for the benefit of creditors, (2) involuntary proceedings are instituted against Lessee under any bankruptcy act. (3) Lessee fails to pay any rent when due and does not make the delinquent payment within fifteen (15) days after receipt of notice thereof from Lessor, or (4) Lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues, without written objection by Lessee, for a period of fifteen (15) days after receipt of notice thereof from Lessor.

**Insurance**

Lessee shall, at its own expense, at all times during the term of this lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers approved by Lessor, which will insure Lessor against liability for injury to or death of persons or loss or damage to property occurring in or about the demised premises. The liability under such insurance shall not be less than ONE HUNDRED THOUSAND AND NO/100 (\$100,00.00) DOLLARS for any one person killed or injured and FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS for any one accident and FIFTY THOUSAND AND NO/100 (\$50,000) property damage. Lessee agrees to add Lessor to this policy as an additional named insured. The Lessor will, at its own cost and expense, at all times during the term of this Lease, keep the building in which the demised premises are located, insured against loss or damages by fire, casualty (including wind and flood damage), or other disaster.

**Default**

In the event of any default hereunder by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of

Lessee. Should Lessor elect to reenter, as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided by law, this lease shall terminate. Lessor shall relet the premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Lessor in its sole discretion may deem advisable with a right to make alterations and repairs to the premises: Lessor acknowledges its duty to mitigate its damages. On each such reletting (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereunder, for the expense of such reletting and the amount, if any, by which the rent reserved in this lease for the period of such reletting exceeds the amount agreed to be paid as rent for the demised premises for such period on such reletting; or (b) at the option of Lessor, rents received by Lessor

from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder, third, to the payment of any expenses of such reletting and of such alteration and repairs; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Lessor may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the premises, and the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises from the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

**Trash**

Lessee will maintain all waste or trash in a inconspicuous manner. Refuse may not be stored. Lessee shall be responsible for disposing of all items on a weekly basis.

**Parking**

Parking usage shall be limited to the area leased. See Exhibit B.



Lawn and Landscape Maintenance

All Lawn and Landscape maintenance is the sole responsibility of the Lessee and shall be completed on a regular basis.

Lessor's Access To Leased Premises

It is understood and agreed that Lessor shall have the privilege of inspecting the premises when deemed necessary by the Lessor, with proper notice to tenant and shall have immediate access to the property in any emergency.

Personal Property

Lessee is fully responsible for all of their personal property on the premises. It is the Lessee's responsibility to carry renter's insurance to cover loss.

Late Payment Fee

A penalty payment of 5% OF TOTAL AMOUNT DUE will be imposed on the fifteenth (15th) day following the monthly rent due date if said payment has not been received by Lessee.

Holding Over

If Lessee has not notified the Lessor of their intent to renew or vacate and continues in possession of the unit after the anniversary date of the lease, the rental amount will be determined by the Lessor and the Lessee will give no less than 30 days notice of intent to vacate.

Access to Adjoining Property

Lessee's use of the premises shall not impede Lessor's access to the adjoining property.

Utilities

Lessee shall be responsible for arranging for and paying for all utility services required on the premises.

Option to Renew

Lessee will have the option to renew this lease for an additional five (5) year period, upon the same terms and conditions as this lease.

Attorney's Fees

If any action at law or inequity shall be brought to recover any rent under this lease, or for or on account of any breach of, or to enforce any of the covenants, terms, or conditions of this lease, or for the recovery of the possession of the demised premises, the Lessor shall be entitled to recover from the Lessee as part of the Lessors costs and reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

Time of the Essence

Time is of the essence for each and every covenant, term, condition and provision hereof.

IN WITNESS WHEREOF, the parties have executed this lease at Lake County, Florida, the day and year first above written.

WITNESSES:

Carolyn Matallo

[Signature]

Susan Winston

Rita Anderson

[Signature]  
AQUA UTILITIES FLORIDA, INC.  
OFFICER: President (print)  
TITLE: Alexis P. LaFecque

[Signature]  
DAVE E BARTCH, GP  
KRISTEN L. BARTCH FAMILY LIMITED  
PARTNERSHIP

[Handwritten mark]

ADDENDUM TO LEASE

USE OF PREMISES

Beginning FEBRUARY 12, 2005, or upon receipt of this fully executed lease and payment of the \$2000.00 Security Deposit and First and Last months rent and sales tax, Lessor agrees to allow Lessee access to the 3600 SF office portion of the premise, for the purposes of constructing offices as per the sketch by architect Bob Zahradnik, attached hereto and labeled "Exhibit A". Lessee will provide own bathroom facilities for this construction period. Lessee will take full responsibility for all utilities at the time of possession. It is understood that for the period of FEBRUARY 12, 2005 through April 30, 2005 Lessor shall have exclusive use of the 7000 SF warehouse portion of the premise for storage. Lessor shall have access to the warehouse at all times.

CONSTRUCTION QUALITY

All construction is to be done by qualified licensed contractors and built to current building codes. All new construction must equal or exceed the quality of existing construction. Lessor must approve the contractor and materials.

  
\_\_\_\_\_

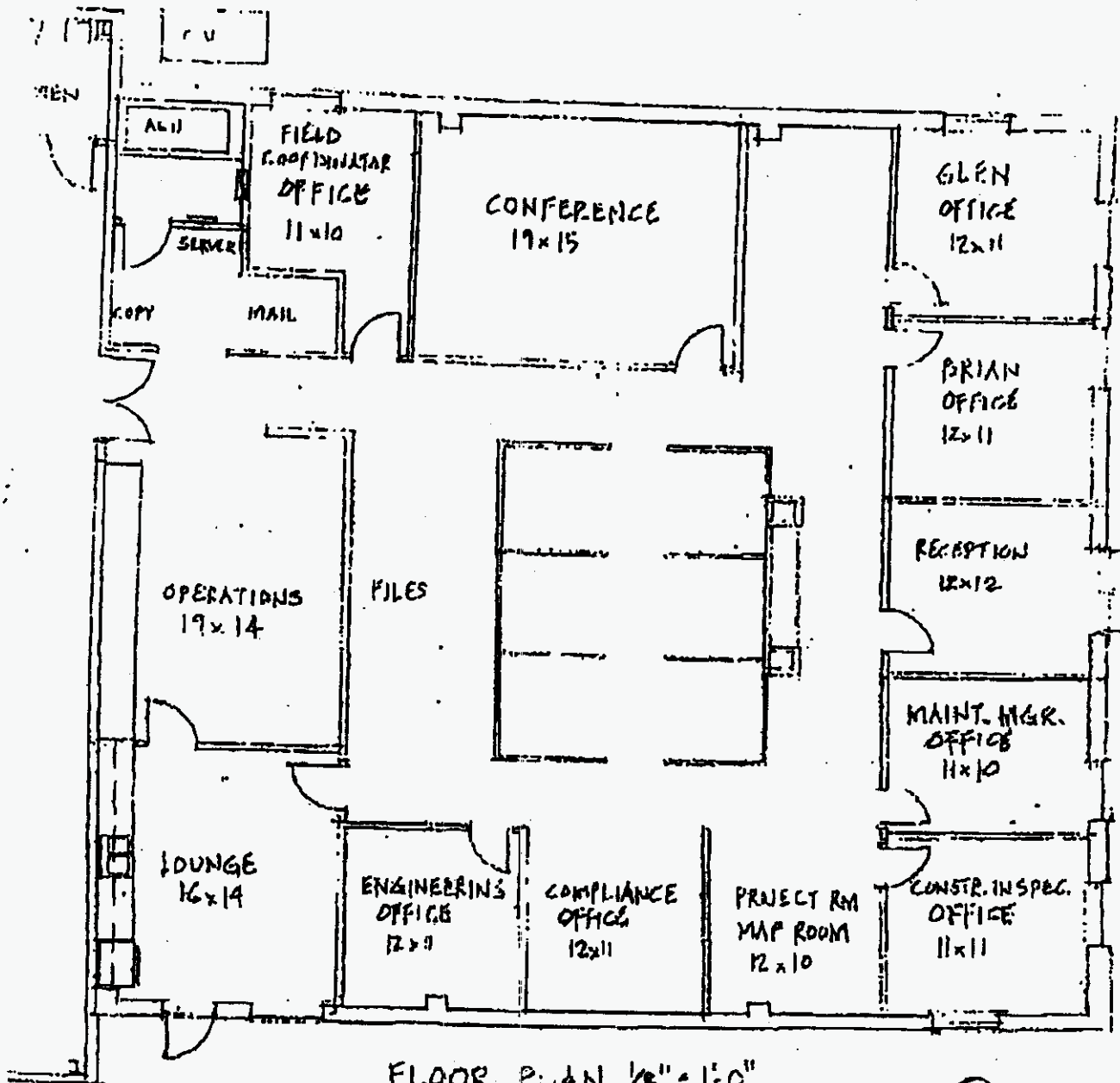
INITIAL

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INITIAL



'EXHIBIT A'

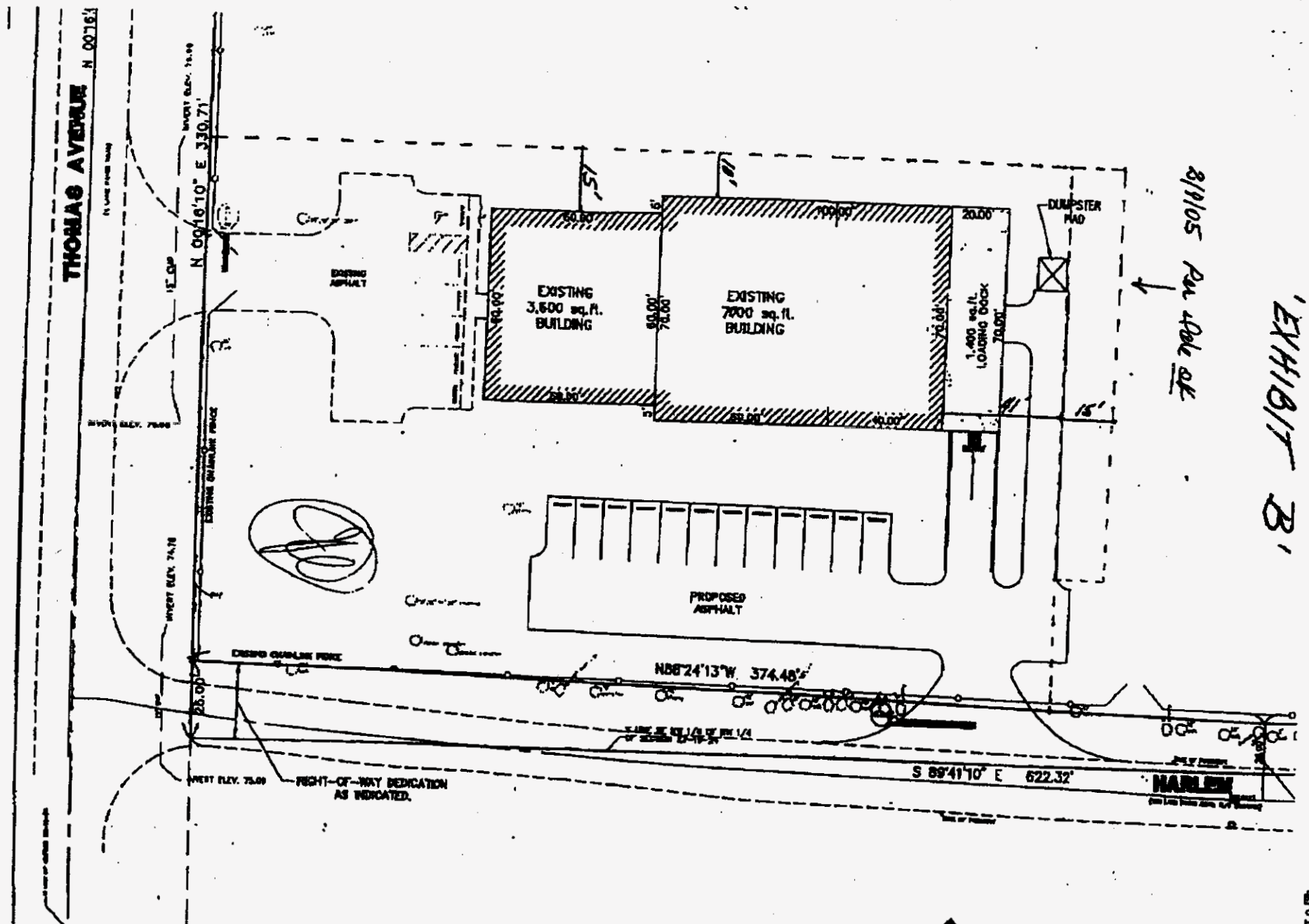


FLOOR PLAN 1/8" = 1'-0"  
AQUA UTILITIES FLORIDA



EXHIBIT B

8/11/05 Per Note of



**SITE PLAN**  
SCALE: 1"=30'

28294 DEBAR PROPERTIES

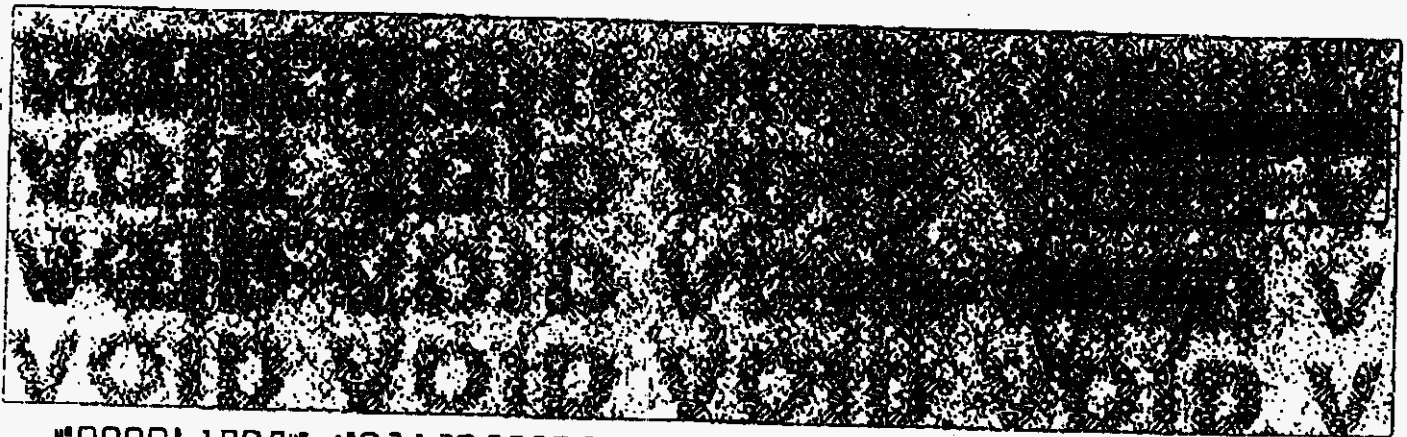
CHECK PAYMENT NBR.:

41907

DATE:

02/16/06

2/14/2006	02/14/06		14,010.62		14,010.62
AQUA UTILITIES FLORIDA, INC. Formerly AQUASOURCE UTILITY, INC. 782 LANCASTER AVENUE, BRYN MAWR, PA 19009			\$14,010.62		\$14,010.62



⑈000041907⑈ ⑆031202770⑆ 8019345005⑈

WIKES L

Yo-2544 P. 6002/021

Leve

04/21/05 3:58PM DEIHANNETT WILSON WHITE

**LEASE**

This Lease is entered into on ~~04/21/05~~ between J & H DEVELOPMENT I, LLC, whose address is C/O Michael Saunders & Company, 1701 Main Street, Sarasota, FL 34136 ("Landlord") and AQUA UTILITIES FLORIDA, INC. whose address is Suite 101, 6960 PROFESSIONAL PARKWAY ("Tenant").

**WITNESSETH:**

Whereas, Landlord previously entered into a written lease agreement with AQUASOURCE SERVICES AND TECHNOLOGY, INC, an entity related to Tenant, dated October 8, 1999 (Hereinafter the "AQUASOURCE Lease") pertaining to a portion of the structure and property located at 6960 Professional Parkway East, Lakewood Ranch, Sarasota, Florida. The premises occupied under said lease is approximately 6000 square feet. The parties to this agreement wish to enter into a new lease for a reduced amount of space in the same building so the leased premises will be reduced to approximately 4,460 square feet.

9/21/05  
4/23/05

That for and in consideration of the rents reserved herein and the mutual covenants and promises contained herein, Landlord and Tenant hereby covenant, promise and agree as follows:

**Section 1. PREMISES:**

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord 6960 Professional Parkway East, Suite 101, Lakewood Ranch, Sarasota, Florida, to be known as the Lakewood Office Building ("Building"), which space will consist of approximately 4,460 square feet as outlined in red on the floor plan drawing attached hereto as Exhibit "A", said space being hereinafter referred to as the "Premises". The Premises are leased together with the non-exclusive right to use and enjoy all rights-of-way, easements, driveways, parking areas, service areas, entrances, exits, elevators, stairwells, lobbies and other public portions of the Building (hereinafter collectively referred to as the "Common Areas") in common with Landlord and other tenants of the Building.

**Section 2. TERM AND RENEWALS:**

**INITIAL TERM.** The term of this Lease shall be for a period of ~~thirty (30) months~~ (plus the remainder of the calendar month in which the term commences if such date is other than the first day of the month) commencing upon the date Tenant begins to do business in or takes possession of the Premises and begins paying the now base rent and other rent set forth in this Lease. All references to the "term" of the lease herein shall be deemed to include renewal periods, if any. A Lease Year shall be twelve (12) full consecutive calendar months plus any partial month at the beginning of the Term for the first Lease Year. A partial Lease Year is defined as any year having less than twelve (12) full months. Base Rent payments and all payments required under the AQUASOURCE Lease shall continue to be paid as required by said lease until the start of the term of this lease. Until such time as the Term of this lease commences, all terms and provisions of the AQUASOURCE Lease shall govern the relationship between the parties in addition to the terms and provisions of this Lease. Any default under the AQUASOURCE Lease shall be deemed a default under this Lease.

04/26/05 MON 15:14 17:51 MON 90/98/00 17988 ON RX/IXI

04/25/05 3:53PM 053 HANNETT WILSON WHITE

No. 2544 P. 2002/021

**d. RENEWAL OPTION.** Tenant shall have an option to renew this Lease for one additional term of five (5) years upon the same terms and conditions of this Lease.

Section 3. **RENT:** \$ 71,560 *9/1/25/05 9/1/26/05*

*9/1/25/05*  
*\$ 5746.67*  
*9/1/26/05*

Tenant agrees to pay Landlord without setoff or demand, for the first Lease Year a fixed minimum rent per annum of ~~\$65,000~~ payable in advance in equal monthly installments of ~~\$5,416.67~~ not including taxes, insurance and common area maintenance ("Base Rent"). If the lease commences on the day other than the first day of the month, Tenant shall pay the first full month's rent together with prorate rent for the partial month in which the lease term commences.

No abatement, diminution or reduction of rent or other charges payable by Tenant under this Lease shall be claimed or allowed to Tenant for any inconvenience, interruption, cessation or loss of services or business or otherwise caused directly or indirectly by any present or future laws, rules, requirements, orders, directives, ordinances or regulations of any governmental authority having jurisdiction of the Premises, or by priorities, rationing, or curtailment of labor or materials or by war or any matter or thing resulting therefrom or by an other cause or causes, except as otherwise specifically provided in this Lease.

**Section 4. RENT ADJUSTMENTS/ADDITIONAL RENT:**

a. **RENT ADJUSTMENTS:** Commencing with the second lease year, the Base Rent shall be increased by Three (3%) Percent each year of the initial term and every year thereafter including renewals.

b. Tenant shall pay to Landlord, as additional rent, monthly, in advance, on the first day of each month, a sum equal to one-twelfth (1/12) of Tenant's prorate share as of the first date of each lease year of the Operating Costs (as defined below) based upon Landlord's estimates, subject to the adjustment as hereinafter provided. Tenant's prorate share of the Operating Costs for each lease year shall be determined by multiplying the amount of said Operating Costs for the entire parcel of which the Premises form a part by the ratio of the square footage of leasable floor area in the Premises to the total leasable square footage of floor area in the Building, determined as of the commencement of that lease year and apportioned in the first and last years of the lease term.

"Operating Costs" shall mean the total costs and expenses incurred in operating and maintaining the Building and the Common Area, including but without limitation, such maintenance and repair as shall be required in Landlord's judgment to preserve the utility thereof in the same condition and status as it was at the time of completion of the original construction and installation; pedestrian traffic direction and control (including maintenance and repair of any stairs, elevators or escalators); costs and expenses of planting, maintaining, replanting and replacing flowers, plants and landscaping; water and sewerage charges; interior and exterior painting; required licenses and permits; costs and expenses of supplies; the operation of loudspeakers and any other equipment supplying music; interior and exterior illumination of the Building and the Common Area (including maintenance of fixtures and the cost of light bulbs); illumination, maintenance, replacement and rental of signs; repairs, maintenance and replacement of lighting, heating, ventilating, air conditioning and other equipment; and sanitary control facilities; parking lot line restriping; removal of trash, rubbish, garbage and other refuse; all costs and expenses of fire protection and sprinkler maintenance; Common Area janitorial services, security costs,

04/25/05 MON 15:14 (TX/RX NO 000)

P. 3

6917-906-7189

Lee De Lito

APR 26 05 12:09P

04-Apr-25 20:55 3:59PM 06KARNETT WILSON WHITE

No. 2544 3/28/02

acceptance of Lee De Lieto of Michael Saunders & Company and Christopher Leonard of Colliers Arnold who shall be compensated by Landlord to the extent Landlord has the legal responsibility to do so. Tenant agrees to indemnify Landlord against and hold it harmless from all liabilities arising from any such claim for broker commissions or finder's fees, except for any such fees or commissions which Landlord has agreed to pay.

Section 39. **ROOF PIERCING.** If Tenant pierces or places anything upon the roof of the Building after receiving prior written permission from Landlord, then Tenant shall assume sole responsibility to repair and pay for any leaks whatsoever to the Premises or Building and including but not limited to all adjoining space, resulting from the above acts on the roof area of the Building.

Section 40. **AQUASOURCE LEASE.** Upon commencement of the Term of this Lease the term of the AQUASOURCE Lease shall terminate together with any renewal rights contained therein. Tenant warrants and represents to Landlord that Tenant has the legal right and ability to terminate the AQUASOURCE Lease and by execution of this Lease agrees that the term of the AQUASOURCE Lease shall terminate as provided herein.

IN WITNESS WHEREOF the parties have executed and delivered this Lease the day and year first above mentioned.

Signed, sealed and delivered in the presence of

LANDLORD:

J & H DEVELOPMENT I, LLC, a Florida limited liability company

By:   
 Its:

*John Karnett*  
owner

*[Signature]*  
\* (Print Name of Witness)

\* (Print Name of Witness)

(CORPORATE SEAL)

TENANT:  
AQUA UTILITIES FLORIDA, INC.

*Aqua Utilities Florida, Inc.*  
corporation

By:   
 Its:

*[Signature]*  
Vice President, Chief Operating Officer

*[Signature]*  
\* (Print Name of Witness)

\* (Print Name of Witness)

(CORPORATE SEAL)

**LEASE**

This Lease is entered into on ~~April 21, 2005~~ between J & H DEVELOPMENT I, LLC., whose address is C/O Michael Saunders & Company, 1801 Main Street, Sarasota, FL 34236 ("Landlord") and AQUA UTILITIES FLORIDA, INC. whose address is Suite 101, 6960 PROFESSIONAL PARKWAY ("Tenant").

**WITNESSETH:**

Whereas, Landlord previously entered into a written lease agreement with AQUASOURCE SERVICES AND TECHNOLOGY, INC., an entity related to Tenant, dated October 8, 1999 (Hereinafter the "AQUASOURCE Lease") pertaining to a portion of the structure and property located at 6960 Professional Parkway East, Lakewood Ranch, Sarasota, Florida. The premises occupied under said lease is approximately ~~6,000~~ square feet. The parties to this agreement wish to enter into a new lease for a reduced amount of space in the same building so the leased premises will be reduced to approximately 4,460 square feet.

4/20/05

That for and in consideration of the rents reserved herein and the mutual covenants and promises contained herein, Landlord and Tenant hereby covenant, promise and agree as follows:

**Section 1. PREMISES:**

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord 6960 Professional Parkway East, Suite 101, Lakewood Ranch, Sarasota, Florida, to be known as the Lakewood Office Building ("Building"), which space will consist of approximately 4,460 square feet as outlined in red on the floor plan drawing attached hereto as Exhibit "A", said space being hereinafter referred to as the "Premises". The Premises are leased together with the non-exclusive right to use and enjoy all rights-of-way, easements, driveways, parking areas, service areas, entrances, exits, elevators, stairwells, lobbies and other public portions of the Building (hereinafter collectively referred to as the "Common Areas") in common with Landlord and other tenants of the Building.

**Section 2. TERM AND RENEWALS:**

a. **INITIAL TERM.** The term of this Lease shall be for a period of ~~36 months~~ (plus the remainder of the calendar month in which the term commences if such date is other than the first day of the month) commencing upon the date Tenant begins to do business in or takes possession of the Premises and begins paying the new base rent and other rent set forth in this Lease. All references to the "term" of the lease herein shall be deemed to include renewal periods, if any. A Lease Year shall be twelve (12) full consecutive calendar months plus any partial month at the beginning of the Term for the first Lease Year. A partial Lease Year is defined as any year having less than twelve (12) full months. Base Rent payments and all payments required under the AQUASOURCE Lease shall continue to be paid as required by said lease until the start of the term of this lease. Until such time as the Term of this lease commences, all terms and provisions of the AQUASOURCE Lease shall govern the relationship between the parties in addition to the terms and provisions of this Lease. Any default under the AQUASOURCE Lease shall be deemed a default under this Lease.

b. RENEWAL OPTION. Tenant shall have an option to renew this Lease for one additional term of five (5) years upon the same terms and conditions of this Lease.

Section 3. RENT: \$ 71,360 JH 1/25/05

\$ 5946-67 JH

Tenant agrees to pay Landlord without setoff or demand, for the first Lease Year a fixed minimum rent per annum of ~~\$44,310.00~~ payable in advance in equal monthly installments of ~~\$3,692.50~~, not including taxes, insurance and common area maintenance. ("Base Rent"). If the lease commences on the day other than the first day of the month, Tenant shall pay the first full month's rent together with prorata rent for the partial month in which the lease term commences.

No abatement, diminution or reduction of rents or other charges payable by Tenant under this Lease shall be claimed or allowed to Tenant for any inconvenience, interruption, cessation or loss of services or business or otherwise caused directly or indirectly by any present or future laws, rules, requirements, orders, directives, ordinances or regulations of any governmental authority having jurisdiction of the Premises, or by priorities, rationing, or curtailment of labor or materials or by war or any matter or things resulting therefrom or by an other cause or causes, except as otherwise specifically provided in this Lease.

Section 4. RENT ADJUSTMENTS/ADDITIONAL RENT:

a. RENT ADJUSTMENTS: Commencing with the second lease year, the Base Rent shall be increased by ~~Three (3%)~~ Percent each year of the initial term and every year thereafter including renewals.

b. Tenant shall pay to Landlord, as additional rent, monthly, in advance, on the first day of each month, a sum equal to one-twelfth (1/12) of Tenant's prorata share as of the first date of each lease year of the Operating Costs (as defined below) based upon Landlord's estimates, subject to the adjustment as hereinafter provided. Tenant's prorata share of the Operating Costs for each lease year shall be determined by multiplying the amount of said Operating Costs for the entire parcel of which the Premises form a part by the ratio of the square footage of leasable floor area in the Premises to the total leasable square footage of floor area in the Building, determined as of the commencement of that lease year and apportioned in the first and last years of the lease term.

"Operating Costs" shall mean the total costs and expenses incurred in operating and maintaining the Building and the Common Area, including but without limitation, such maintenance and repair as shall be required in Landlord's judgment to preserve the utility thereof in the same condition and status as it was at the time of completion of the original construction and installation; pedestrian traffic direction and control (including maintenance and repair of any stairs, elevators or escalators); costs and expenses of planting, maintaining, replanting and replacing flowers, plants and landscaping; water and sewerage charges; interior and exterior painting; required licenses and permits; costs and expenses of supplies; the operation of loudspeakers and any other equipment supplying music; interior and exterior illumination of the Building and the Common Area (including maintenance of fixtures and the cost of light bulbs); illumination, maintenance, replacement and rental of signs; repairs, maintenance and replacement of lighting, heating, ventilating, air conditioning and other equipment and sanitary control facilities; parking lot line restriping; removal of trash, rubbish, garbage and other refuse; all costs and expenses of fire protection and sprinkler maintenance; Common Area janitorial services, security costs,



traffic control and policing; holiday and other decorations; depreciation of the capital cost of and rents for the leasing of any machinery, equipment (including lighting, heating and air conditioning) and vehicles used in connection with operation or maintenance; repair and replacement of on-site water lines, sanitary and storm sewer lines; all charges for utility services (including the cost of heating, cooling and ventilating the Common Area); the cost of on site supervision and personnel (including property manager and staff office rents, wages, benefits, unemployment and social security taxes); special assessments; fees for audits, permits and licenses; any and all governmental impositions and surcharges.

Within sixty (60) days following the end of each full or partial lease year, Landlord shall furnish to Tenant a statement, certified as correct by Landlord, showing the total Operating Costs for the lease year just expired, the amount of Tenant's share of such Operating Costs and the payments made by Tenant during such lease year. If Tenant's share of such Operating Costs for such lease year shall exceed Tenant's payment so made, Tenant shall pay to Landlord the deficiency within ten (10) days after receipt of said certified statement. If Tenant's payments shall exceed Tenant's share of such Operating Costs as shown on said certified statement, Tenant shall be entitled to offset such excess against payments next thereafter becoming due. Landlord shall reimburse to Tenant any such excess remaining at the expiration of the term; however, Landlord shall not be obligated to refund to Tenant the amount of such overpayment until Tenant has fully performed all of its obligations under this Lease, is not indebted to Landlord and has vacated the Premises in accordance with the provisions of this Lease. In the event Tenant is indebted to Landlord for any reason whatsoever, Landlord may deduct such amount owed from such overpayment. The Operating Costs hereinabove described shall be subject to audit by Tenant, and Landlord shall use its best efforts to minimize such costs of operation and maintenance in a manner consistent with generally accepted practices for property similar to the Building.

c. REAL ESTATE TAXES. Tenant shall be responsible for real estate taxes applicable to the Premises during the term of this Lease and Tenant shall pay to Landlord as additional rent, monthly, in advance, on the first day of each month, a sum equal to one twelfth (1/12th) of the amount of such taxes. The real estate taxes applicable to the Premises shall be determined by multiplying the amount of the real estate taxes, including extraordinary assessments, assessed against the entire parcel of which the Premises form a part for each lease year by the ratio of the leasable square footage of floor area in the Premises to the total leasable square footage of floor area in the Building, determined as of the commencement of that lease year and apportioned in the first and last years of the lease term for the portion of such tax years included within the term of this Lease. INSURANCE. Tenant agrees to pay Landlord, as additional rent, monthly, in advance on the first day of each month, one twelfth (1/12th) of Tenant's prorata share, as of the first day of each lease year, of any property, liability and/or flood insurance premiums incurred by Landlord relating to the Building and the Common Areas. Tenant's prorata share of such insurance premiums shall be determined by multiplying the amount of said insurance premiums by the ratio of the square footage of leasable floor area in the Premises to the total leasable square footage of floor area in the Building, determined as of the commencement of that lease year and apportioned in the first and last years of the lease term.

e. UTILITIES. The Premises shall be separately metered for electricity and water and Tenant shall pay for all electricity used in the Premises.

#### Section 5. TIME AND MANNER OF RENT PAYMENT:

Except as otherwise specified herein, all rents due under this Lease shall be paid to Landlord without notice or demand, and without abatement, deduction or offset for any reason whatsoever, in such United States of America coin or currency as at the time payment is due is legal tender for the payment of

public or private debts, at the address of Landlord set forth in Section 23 hereof, in advance and in equal monthly installments, on or before the first day of each month during the term of this Lease.

**Section 6. LATE CHARGES:**

In the event that any installment of rent and/or other sums due hereunder from Tenant is not received by Landlord within ten (10) days after the date on which such amount is due, Tenant shall pay an administrative late charge equal to five percent (5%) of such amount due for each such late payment.

**Section 7. SECURITY DEPOSIT/LAST MONTH:**

Landlord hereby acknowledges receipt of \$6500.00 security pursuant to the AQUASOURCE Lease which shall be deemed transferred to the account of Tenant upon the beginning of the Lease term of this Lease and which will be held for the faithful performance and observance by Tenant of the terms and conditions of this Lease. Landlord and Tenant agree that in the event Tenant defaults in respect of any such terms or conditions, including, but not limited to, the payment of rent or additional rent, Landlord may use, apply or retain the whole or any part of this security deposit to the extent required for the payment of such rent or other sum as to which Tenant is in default, or for any sum which Landlord may expend by reason of Tenant's default, including, but not limited to, damage to the Premises and the expenses of reletting same, regardless whether such damage or expenses accrued before or after summary proceedings or other re-entry by Landlord. In the event Tenant fully complies with all of the terms and conditions of this Lease, the security deposit shall, within a reasonable time after the expiration of the term of this Lease and after delivery of possession of the Premises to Landlord, be returned to Tenant.

Tenant has deposited with Landlord the sum of N/A to be held by Landlord throughout the term of this Lease and any renewal or extension thereof. Upon Tenant's default under any term or provision of this Lease, Landlord may apply the same towards any installment of rental or additional rental when due, or towards Landlord's damages; and Landlord shall not thereby waive any right or remedy available to Landlord under this Lease or by law with respect to such default. In all other events and provided that Tenant is not in default hereunder, said sum shall be credited towards the amount of the last month's rent due under this Lease or any renewal or extension thereof. Tenant agrees that Landlord may commingle said sum with other monies of Landlord and that Landlord shall be entitled to retain all interest, if any, earned thereon.

Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to such deposits, and this provision shall also apply to any subsequent transferees.

**Section 8. CONSTRUCTION OF BUILDING-INTERIOR IMPROVEMENTS:**

a. **LANDLORD'S WORK.** Landlord shall provide a construction allowance of \$102,000.000 (approx \$25.00 PSF) for Tenant's approved interior improvements and alterations. All interior alterations and improvements shall be constructed in accordance with the plans and specifications previously submitted by Tenant and approved by Landlord. Any changes in the plans, specifications or planned improvements shall be approved in writing by Landlord. Construction shall be performed only by properly licensed, insured and bonded Contractors acceptable to Landlord. Payment of the construction allowance shall be pursuant to a draw schedule to be created and administered by Michael Saunders & Company, Property Management Division. Landlord's construction obligations not

covered by the construction allowance shall be limited to construction of a fire rated demising wall and consolidation of electrical services into one electrical panel.

b. **TENANT'S WORK.** "Leasehold Improvements" shall mean and describe all construction and improvements within the Premises which are in addition or beyond the Landlord's Work and which work is described in the plans and specifications previously submitted by Tenant and approved by Landlord. Tenant agrees to construct the Leasehold Improvements in a good and workmanlike manner, in compliance with all governmental requirements, (including, without limitation, Title III of the Americans with Disabilities Act of 1990 and all regulations, thereunder, as the same may be amended from time to time), and according to the approved plans and specifications and to promptly pay and discharge all bills for labor and material. In the event Tenant's Leasehold Improvements or Tenant's use of the Leased Premises requires alterations or improvements to the Common Areas, (including without limitation, improvements required under title 3 of the Americans with Disabilities Act of 1990 and all regulations, thereunder, as the same may be amended from time to time), Tenant shall undertake such alterations and improvements at Tenant's sole cost and expense, and Landlord shall have the right to approve the final Plans and Specifications for such alterations and improvements to the Common Areas prior to commencement of construction. Tenant agrees to indemnify Landlord, Landlord's shareholders, directors, officers, employees, agents and other representatives and hold each of them harmless from and against any loss, liability, or damage resulting from the construction of the Leasehold Improvements satisfactory to Landlord against such loss, damage or liability. Landlord further retains the right to inspect or cause to be inspected the Leased Premises and to supervise all work on the Leased Premises and Common Areas. Tenant shall have no right to cause Construction Liens to be placed on the Premises and if a Construction Lien describing the premises is recorded Tenant shall cause the lien to be transferred to a bond or other security as provided by Florida Law within 5 (five) days of the recording of the Construction Lien. The interest of Landlord in the premises shall not be subject to liens for improvements by Tenant. This prohibition shall be set forth in the Memorandum of Lease to be recorded in the Public Records pursuant to the terms and provisions of this Lease.

#### Section 9. USE OF PREMISES:

Tenant shall use the Premises only for the purpose of office space. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises. Tenant shall not use, occupy or permit the Premises to be used or occupied for any unlawful, illegal or immoral purpose, nor in such manner as to interfere with the conduct of Landlord's business or that of Landlord's other tenants in the Building, nor in such manner as to constitute a nuisance of any kind. Tenant further agrees not to solicit, or permit solicitation in its behalf of any business in the Common Areas.

**Section 10. ALTERATIONS:**

Tenant shall make no changes, alterations, decorations, additions or improvements in or to the Premises or in the plans and specifications previously submitted by Tenant and approved by Landlord without Landlord's prior written consent. Any and all such alterations approved by Landlord shall be paid for by Tenant, shall be made in good and workmanlike manner and in compliance with all applicable permits and authorizations, building and zoning laws and all other laws, ordinances and regulations. Tenant shall prevent any lien or charges from being created on or against the Premises, and shall discharge all such liens or charges for services rendered or materials furnished immediately after said liens arise or said charges become due and payable. All such alterations so made shall automatically become the property of Landlord without expense to Landlord.

**Section 11. BUILDING RULES AND REGULATIONS:**

Tenant agrees to observe and abide by such reasonable rules and regulations for the governance of the Building and Common Areas as Landlord may from time to time adopt and distribute to Tenant by written communication. Tenant further agrees to see that its employees, servants, visitors, agents and customers comply with said rules and regulations. The failure of Landlord to enforce any such rules and regulations against Tenant or other tenants in the Building shall not be deemed a waiver of its right to do so. Parking for Tenant, its employees and customers shall be exclusively in those areas designated in the Building rules and regulations as they are from time to time adopted by Landlord and distributed to Tenant; provided, however, that Landlord shall provide 12 parking spaces for Tenant's use.

**Section 12. MAINTENANCE AND REPAIR:**

Tenant shall, during the Lease term, maintain the interior of the Premises including the interior ceilings, walls, doors, floors, plumbing, electrical and other fixtures, heating and air conditioning equipment, pipes, doors, windows, and all glass in good and substantial repair and in the same condition as they were at the inception of the Lease, reasonable wear and tear excepted. Tenant shall also be responsible for maintaining any plumbing, electrical, air conditioning, heating, or other elements located outside of the Premises but serving only the said Premises. With respect to the air-conditioning unit(s) serving the Premises, Tenant shall maintain a "BOILERMAKER" contract with a reputable commercial air conditioning company acceptable to Landlord to maintain, repair and/or replace those units as required units through the course of the lease period. Tenant will be solely responsible for repair or replacement of air conditioning unit. Landlord shall be responsible for maintaining, at its expense, the roof and exterior of the Building, as well as the common areas of the Building and grounds, including, but not limited to hallways, entrances, common rest rooms (if any), parking areas, access routes, footways, sidewalks, exits, entrances, landscaped areas, and other grounds (the Common Areas).

**Section 13. RESTRICTIONS:**

Tenant shall in no manner deface or otherwise injure any part of the Building, nor shall Tenant place or permit upon the floor space within the Premises any weight exceeding the capacity of the structure. Tenant agrees to keep the Premises, including all fixtures therein in good condition and repair clean, neat, orderly and free from any accumulation of trash, packing materials, waste and other debris, and generally to maintain its appearance. Tenant agrees not to place or permit any merchandise, displays, or other articles of any kind in the Common Areas without Landlord's prior consent. Tenant shall keep all windows and plate glass clean and shall promptly replace all cracked or broken windows and glass in the Premises at its expense, unless such breakage was caused by the negligence of Landlord,

its agent or employees. Tenant agrees not to paint or install any signs on the exterior doors, windows, plate glass, exterior walls of the Premises, Building, or in the Common Areas, without Landlord's prior consent. Tenant shall not place any showcases or other fixtures or objects in any location other than within the Premises. Tenant shall not keep or permit in, upon or about the Premises any highly flammable, explosive, noxious or dangerous material or substance. Tenant agrees not to engage in or permit in, upon or about the Premises any use or activity that would tend to create or increase fire or other hazards, or that would tend to render insurance upon the Premises or Building void, or that would tend to cause an increase in any Premises or Building insurance premiums, it being understood and agreed by the parties hereto that the use of the Premises in the proper and ordinary course of Tenant's business for the purpose hereinabove set forth shall not be considered a violation of this Section.

#### Section 14. INSURANCE:

Tenant covenants to provide Landlord with general public liability insurance and property damage insurance for Tenant's personal property located in the Premises in the customary form, with companies and in amounts reasonably satisfactory to Landlord and the holders of any mortgages upon the Building or the Premises and to pay the premiums thereon, provided that the bodily injury insurance shall have a policy limit of not less than \$1,000,000.00 per occurrence, and the property damage liability insurance shall have a policy limit of not less than \$500,000.00 per occurrence.

#### Section 15. DAMAGE OR INJURY TO TENANTS, PROPERTY AND PERSONS IN BUILDING:

Landlord shall not be liable for damage to person or property sustained by Tenant or other persons due to any reason whatsoever including any accident in or about the Building, or due to any act or neglect of Tenant or other occupants of the Building or any other person, or due to fire, explosion, water, steamboiler bursting or leaking of pipes, sprinkler systems or plumbing fixtures, windstorms, flooding or similar hazards. All personal property brought into the Building by Tenant shall be at Tenant's sole risk, and Landlord shall not be responsible for any damage thereto or theft thereof.

#### Section 16. DAMAGE TO OR DESTRUCTION OF BUILDING:

In the event that the Premises, or any part thereof, shall be destroyed or damaged by fire or other casualty to the extent that the same shall not be tenantable by Tenant, Landlord, at Landlord's sole option, shall either 1) elect to cancel this Lease as of the time of the damage to or destruction of the Premises, whereupon Tenant shall be relieved from the payment of any rental accruing thereafter, or 2) provided reconstruction can take place in a time period not to exceed (ninety) 90 days, Landlord may elect to restore the Premises (exclusive of tenant's fixtures, equipment, signs, tenant improvements and any items installed in or affixed to the Premises as a part of Tenant's work, which shall be promptly repaired, replaced, or restored by Tenant, at Tenant's sole cost and expense) by repairs or reconstruction at Landlord's sole cost and expense, in which event the amount of rental payable hereunder shall be abated for the period during which the Premises shall be untenable by Tenant. As used herein, the term "casualty" means fire, hurricane, flood, tornado, rain, wind, sinkhole or other act of God, (regardless of whether the same reasonably could be foreseen), riot, civil commotion or other acts of public enemy and theft, vandalism or other criminal or acts of third parties. If only a portion of the Premises is rendered untenable by any casualty, Tenant shall continue to use the tenantable portion while the untenable

portion is being repaired and, until the entire Premises is again tenantable, Tenant shall pay rent apportioned to the number of square feet of the Premises which is tenantable.

**Section 17. CONDEMNATION:**

If during the term of this Lease the whole or any substantial part of the Building is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or private purchase in lieu thereof, this Lease shall terminate automatically and rent shall abate for the unexpired portion of the term of this Lease as of the date the physical taking occurs. In the event of such taking, Tenant agrees to make no claim against Landlord for the value of the unexpired portion of the term of this Lease, nor for any related losses thereby occasioned and further agrees not to assert, claim or seek any portion of any award made. If less than a substantial portion of the Building is so taken, this Lease shall not terminate, but the rent payable hereunder for the remainder of the term of this Lease shall be reduced in proportion to the extent to which Tenant is thereby deprived, if at all, of its use and occupancy of the Premises.

**Section 18. ACCESS TO PREMISES BY LANDLORD - INSPECTION:**

Landlord may enter and inspect the Premises at any time for the purpose of ascertaining the condition thereof, Tenant's compliance with applicable laws, ordinances, regulations and governmental orders and directives and with the terms and conditions of this Lease and with such other rules and regulations as may from time to time exist, and for the purpose of making repairs to any part of the Building. Landlord further reserves the following rights:

- a. to have access for Landlord and other tenants of the Building to any mail chutes located in or upon the Premises according to the rules of the United States Post Office;
- b. during the last 180 days of the term of this Lease, if during or prior to that time Tenant vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy;
- c. to have pass keys to the Premises;
- d. to show the Premises to prospective tenants or brokers during the last year of the term of this Lease, and to prospective purchasers or mortgagees of the Building at all reasonable times provided Tenant's use of the Premises is not materially disrupted by such action of Landlord.

**Section 19. SURRENDER OF PREMISES:**

Tenant agrees that on the last day of the term of this Lease, or, in the event this Lease is otherwise terminated, on such termination date, it will peaceably and quietly leave and surrender the entire Premises in as good condition as on the first day of the term of this Lease, ordinary wear and tear excepted. If Tenant does not surrender possession of the Leased Premises at the end of the term or upon the sooner termination of this Lease, Tenant shall be a month to month tenant of Landlord, and the rent and other payments due during the period of such holdover shall be two times the amount set forth herein in effect immediately prior to the end of the term or termination of this Lease.

**Section 20. DEFAULT BY TENANT - LANDLORD'S REMEDIES:**

If Tenant defaults in the payment of rent due hereunder or in any other obligations under this Lease, and fails to cure such default within three days after notice thereof Landlord may terminate this Lease by written notice to Tenant. Landlord may take possession of the Premises on said effective termination date and recover all rents and damages accrued or accruing hereunder. If on account of any breach of default by Tenant in its obligations under this Lease, it shall become necessary for Landlord to employ legal services to enforce or defend Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable paralegal and attorney's fees thus incurred by Landlord prior to trial and at both trial and appellate levels and in any bankruptcy proceedings. If Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, Landlord may, at its option, at any time thereafter terminate this Lease upon giving Tenant ten (10) days notice of Landlord's intention to do so, and this Lease shall then expire and end on the date fixed in such notice as if said date were the date originally fixed in this Lease for the expiration hereof.

If the Premises shall be vacated or abandoned, or in the event of a cancellation or termination hereof either by operation of law or by the issuance of a dispossession warrant or by the service of a notice of termination as above provided, or otherwise, for any cause or causes whatsoever, Tenant shall, nevertheless, remain and continue liable to Landlord in a sum equal to all fixed and additional rent herein reserved for the balance of the Lease term; and Landlord may reenter the Premises, using such reasonable force for that purpose as may be necessary without being liable to any prosecution for said re-entry or the use of such force, and Landlord may repair or alter the Premises in such manner as Landlord may deem necessary or advisable, and/or re-let the Premises or any or all parts thereof for the whole or any part of the remainder of the original term hereof or for a longer period, in Landlord's name, or as the agent of Tenant, and, out of any rent so collected or received, Landlord shall first pay to itself the expense and cost of retaking, repossessing, repairing and/or altering the Premises and the expense of removing all persons and property therefrom, and, second, pay to itself any cost or expense sustained in securing any new tenant or tenants, and, third, pay to itself any balance remaining on account of the liability of Tenant to Landlord for the sum equal to the rents reserved herein and then unpaid by Tenant for the remainder of the term originally herein demised. Any entry or re-entry by Landlord, whether had or taken under summary proceedings or otherwise shall not absolve or discharge Tenant from liability hereunder.

Should any rent so collected by Landlord after the payments aforesaid be insufficient to pay to Landlord a sum equal to all fixed and additional rent herein reserved, the balance or deficiency shall be paid by Tenant on the rent days hereinbefore specified; that is, upon each of such rent days Tenant shall pay to Landlord the amount of the deficiency then existing. Tenant shall be and remain liable for any such deficiency, and the right of Landlord to recover from Tenant the amount thereof, or a sum equal to the amount of all rent and additional rent herein reserved, if there shall be no re-letting, shall survive the issuance of any dispossession warrant or other termination hereof. Tenant hereby expressly waives any defense that might be predicated upon the issuance of such dispossession warrant or other termination or cancellation of the term hereof.

Suit or suits for the recovery of any such deficiency or damages, or for a sum equal to any installment or installments of rent or additional rent payable hereunder, may be brought by Landlord from time to time at Landlord's election, and nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease or the term hereof would have expired by limitation had there been no such default by Tenant or no such termination or cancellation.

In the event of a breach or a threatened breach by Tenant of any of the terms, covenants or conditions hereof, Landlord shall have the right of injunction to restrain the same and the right to invoke

any remedy allowed by law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided for.

The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein or by law or equity provided.

The receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease, shall not be deemed to be a waiver of any provision of this Lease.

No receipt of monies by Landlord from Tenant after the termination or cancellation hereof in any lawful manner shall reinstate, continue or extend the term hereof, or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of fixed or additional rent or other charges then due or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Premises by proper suit, action, proceedings or remedy; it being agreed that, after the service of notice to terminate or cancel this Lease, and the expiration of the time therein specified, in the default has not been cured in the mean time, or after the commencement of suit, action or summary proceedings or of any other remedy, or after a final order, warrant or judgment for the possession of the Premises, Landlord may demand, receive and collect any monies then due, or thereafter becoming due, without in any manner affecting such notice, proceeding, suit, action, order, warrant or judgment and any and all such monies so collected shall be deemed to be payments on account for the use and occupation of the Premises, or at the election of Landlord, on account of Tenant's liability hereunder. Acceptance of the keys to the Premises, or any similar act, by Landlord, or any agent or employee, during the term hereof, shall not be deemed to be an acceptance of a surrender of the Premises unless Landlord shall consent thereto in writing.

#### Section 21. ASSIGNMENT OF LEASE:

Landlord reserves the right to sell, mortgage, assign or otherwise transfer all or any part of its interest in and to the real and personal property, including the Building and other improvements in and upon which the Premises are located, and to assign all its rights and obligations under this Lease without notice. Tenant shall not assign this Lease or sublet the Premises without the prior written consent of Landlord, which consent may be arbitrarily withheld by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's right as to any subsequent assignments and sublettings. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for payment of the rent, additional rent, and other fees and charges herein specified and for compliance with all its other obligations under this Lease.

If Tenant is a partnership, trust or corporation, then any transfer of this Lease from Tenant by merger, consolidation or dissolution or any change in ownership or power to vote a majority of the partnership interest, beneficial interest in the trust or voting stock in Tenant, as applicable, outstanding at the time of execution of this Lease shall constitute an assignment for the purpose of this Lease.

If Tenant is a trust or general partnership having one or more corporations as beneficiaries or partners, or if Tenant is a limited partnership having one or more corporations as general partners, the provisions of the preceding paragraph shall apply to each of such corporations as if such corporation alone had been the Tenant hereunder.

#### Section 22. SUBORDINATION OF LEASE; ESTOPPEL CERTIFICATE:



This Lease is and shall remain subject and subordinate to all mortgages which may now or hereafter affect Landlord's interest in the Building or the Premises and each and all of the advances which have heretofore been made or which may hereafter be made thereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, within 5 days of written request therefor, Tenant shall execute promptly without cost or charge any instruments or certificates that Landlord may request. This clause shall, nevertheless, be self-operative.

Tenant, upon request of Landlord or such other party designated by Landlord, without charge, shall deliver a written instrument to Landlord or to any other party designated by the Landlord, duly executed and acknowledged, certifying:

- (1) That this Lease is unmodified and in full force and effect, or if there has been any modification, stating such modification and stating that the same is in full force and effect, as modified;
- (2) Whether there are any then known defaults by Landlord hereunder or existing set-offs or defenses against the enforcement of any of the terms, agreements, covenants, conditions, and limitations of this Lease and any modification, and if so, specifying the same;
- (3) The dates to which all payments provided for hereunder have been paid; and
- (4) Such other matters as may be reasonably requested by Landlord or such other party designated by Landlord

Section 23. NOTICES:

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, courier or expedited mail service or by certified mail, and if given personally or by mail, shall be deemed sufficiently given if addressed to Tenant or to Landlord at the address noted below. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord or Tenant hereunder shall be concurrently transmitted to such party or parties at such address as Landlord or Tenant may from time to time hereafter designate by notice to the other party.

Notices to Tenant shall be sent to the following addresses:

Aqua Utilities Florida, Inc.  
6960 Professional Parkway  
Suite 101  
Lakewood Ranch, FL 34243

Attn: Glenn P. LaBrecque

Telephone: 941-907-7400  
Facsimile: 941-907-7401

Notices to Landlord shall be sent to the following addresses:

J&H Development I, LLC.  
C/O Michael Saunders & Company  
1801 Main Street  
Sarasota, FL 34236  
Attn: Property Management  
Telephone (941) 951-6660  
Facsimile (941) 951-6667

Section 24. AMENDMENTS TO LEASE:

This Lease may be modified, amended or surrendered only by written instrument duly executed by Landlord and Tenant.

Section 25. SUCCESSORS AND ASSIGNS:

This Lease shall be binding upon and shall inure to the benefit of the parties, their respective permitted successors, administrators, executors, heirs and assigns.

The term "Landlord" as used in this Lease shall be limited to mean and include only the owner or owners of the fee of which the Premises form a part at the time this Lease is executed, and in the event of any transfer or transfers of the title to such fee, the Landlord herein named (and in case of any subsequent transfers or conveyances the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all personal liability for the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee and any amount then due and payable to Tenant by Landlord or the then grantor under any provision of this Lease, shall be paid to Tenant. Upon any such transfer, the grantee or transferee shall expressly assume, subject to the limitations of this Section all of the terms, covenants and conditions in this Lease contained to be performed on the part of Landlord, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership.

Tenant shall not assign this Lease sub-lease the premises or assign or transfer any rights contained herein without the written consent of Landlord which consent shall not be unreasonably withheld. In the event of any assignment or sub-lease Tenant shall remain liable for the duties, performance and obligations of the Tenant in this lease. Tenant may assign the lease after notification in writing is provided to Landlord if the assignment is made to an entity controlled or affiliated with Tenant.

Section 26. MEMORANDUM OF LEASE:

Landlord and Tenant shall, at Landlord's option and upon its request, execute and deliver a Memorandum of Lease in the form attached hereto for the purpose of recording in the Public Records, but said Memorandum of Lease shall not under any circumstances be deemed to modify, change or affect any of the provisions of this Lease, which provisions shall in all circumstances prevail. In no event shall either party hereto record this Lease.

Section 27. HEADINGS:

The headings used for the various sections herein contained are for convenient reference only, and are not intended to define, construe or in any manner limit the contents of such sections.

**Section 28. RADON GAS:**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

**Section 29. HAZARDOUS SUBSTANCES:**

Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees without first obtaining Landlord's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Lease Term and arising as a result of that contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises and that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Tenant shall first obtain Landlord's approval for any such remedial action.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Florida, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

**Section 30. LIENS PROHIBITED.** Tenant shall not permit any liens to attach to any interest in the Premises for labor, services or materials furnished thereto pursuant to a contract with Tenant. In the event such liens do attach, Tenant agrees to pay and discharge the same forthwith. Without limitation of the foregoing, Landlord may transfer such lien to a bond posted by Landlord pursuant to the provisions of Chapter 713, Florida Statutes, and recover from Tenant all costs of such bond. Landlord hereby notifies all persons and entities that any liens claimed by any party as the result of improving the Premises pursuant to a contract with Tenant, or with any person other than Landlord, shall extend to, and only to, the right, title and interest in and to the Premises, if any, or the person contracting for such improvements. This paragraph shall be construed so as to prohibit, in accordance with the provisions of Chapter 713, Florida Statutes, the interest of Landlord in the Premises being subject to any lien for any improvements made by Tenant or any other person on the Premises.

Section 31. **INDEMNITY.** Tenant shall defend, indemnify and hold Landlord harmless of and from any and all losses, damages, claims, liability and expenses whatsoever, including reasonable attorneys' fees through appellate proceedings, arising from Tenant's use of the Premises and Common Areas, or from the conduct of Tenant's business, or from any activity, work or things done, permitted, or suffered by the Tenant, his agents, employees, contractors or invitees, in or about the Premises and Common Areas, or elsewhere, or from any negligence of Tenant, its agents, contractors, employees, or invitees. Landlord shall not be liable to Tenant, or any employee, agent, contractor or invitee of Tenant, for any injury or damage to person or property for any reason whatsoever unless Landlord's negligence is the exclusive cause of such loss or injury and, with respect to injury or damage caused by any defect in the Premises or Common Areas, until Landlord shall have received written notice of the existence of the same and shall have had a reasonable time in which to correct the same.

Section 32. **NON-WAIVER OF SUBSEQUENT DEFAULTS.** Any failure to Landlord to enforce any provision of this Lease, or to demand strict compliance therewith, upon any default by Tenant shall not be construed as modifying the terms of this Lease or as a waiver of Landlord's right to terminate this Lease as herein provided or otherwise to enforce the provisions hereof upon any subsequent default by Tenant, unless such modification or waiver is in writing signed by Landlord.

Section 33. **INTEGRATION AND MODIFICATION.** This Lease constitutes a complete and total integration of the agreement of the parties, and all antecedent agreements, promises, representations and affirmations, whether written or oral, are merged herein and superseded hereby. No oral promises, representations or affirmations made contemporaneously with the execution of this Lease shall operate to modify, enlarge or contradict its express terms. This Lease may be modified by the subsequent agreement of the parties, but no such modification shall be operative unless contained in a writing signed by the party to be charged thereunder.

Section 34. **INTERPRETATION.** The covenants contained herein shall bind, and the benefits hereof shall inure to, the respective heirs, personal representatives, successors, and permitted assigns of the parties hereto, jointly and severally. Unless the context requires otherwise, the singular shall be construed to include the plural and vice versa. The paragraph headings used herein are for convenient reference only and are not to be used in interpreting or construing the terms of this Lease.

Section 35. **NO JOINT VENTURE.** Landlord shall in no event be construed to be a partner or joint venturer of Tenant or any permitted assignee or subTenant, and Landlord shall not be responsible for any of Tenant's debts or liabilities or the debts or liabilities of any permitted assignee or subTenant.

Section 36. **PERSONAL LIABILITY.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Building and the land of which the Premises constitutes a part, and Landlord shall not be personally liable for any deficiency. This paragraph shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord.

Section 37. **TIME.** Time is of the essence of this Lease and this applies to all the terms, covenants and conditions contained herein.

Section 38. **BROKERS' COMMISSIONS.** Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease which have not been disclosed to Landlord in writing or which Landlord has not agreed to pay with the

exception of Lee De Lioto of Michael Saunders & Company and Christopher Leonard of Colliers Arnold who shall be compensated by Landlord to the extent Landlord has the legal responsibility to do so. Tenant agrees to indemnify Landlord against and hold it harmless from all liabilities arising from any such claim for broker commissions or finder's fees, except for any such fees or commissions which Landlord has agreed to pay.

Section 39. ROOF PIERCING. If Tenant pierces or places anything upon the roof of the Building after receiving prior written permission from Landlord, then Tenant shall assume sole responsibility to repair and pay for any leaks whatsoever to the Premises or Building and including but not limited to all adjoining space, resulting from the above acts on the roof area of the Building.

Section 40. AQUASOURCE LEASE. Upon commencement of the Term of this Lease the term of the AQUASOURCE Lease shall terminate together with any renewal rights contained therein. Tenant warrants and represents to Landlord that Tenant has the legal right and ability to terminate the AQUASOURCE Lease and by execution of this Lease agrees that the term of the AQUASOURCE Lease shall terminate as provided herein.

IN WITNESS WHEREOF the parties have executed and delivered this Lease the day and year first above mentioned.

Signed, sealed and delivered in the presence of:

LANDLORD:

J & H DEVELOPMENT I, LLC, a Florida limited liability company

By: *John Bennett*  
Its: *owner*

*Kimberly A. Labovay*  
\* *Kimberly A. Labovay*  
\*(Print Name of Witness)

\* (Print Name of Witness)

(CORPORATE SEAL)

TENANT:  
AQUA UTILITIES FLORIDA, INC.

*Aqua Utilities Florida, Inc.*  
corporation *FLORIDA*

By: *[Signature]*  
Its: *Vice President, Chief Operating Officer*

*Nancy W. Smith*  
\* *Nancy W. Smith*  
\*(Print Name of Witness)

\* (Print Name of Witness)

(CORPORATE SEAL)

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**EXHIBIT A**

**(Premises Purposely Omitted)**

ABSTRACT OF LEASE

1. **Landlord:** SABAL 37, L.L.C., a Florida limited liability company
2. **Tenant:** Aqua Utilities Florida, Inc., an Aqua America, Inc. subsidiary
3. **Guarantor(s):** NA
4. **Premises:** Suite 204 & 205 (approximately 5,701 sf, as more particularly set forth in Section 1.1.
5. **Term:** Eighty Four (84) calendar months, with right to terminate at conclusion of sixtieth month with the payment of a termination payment in an amount equal to the unamortized tenant improvement allowance.
6. **Rent Concession:** Tenant shall receive a 3 month rent credit in the form of free rent during the periods August, 2010, August 2011, and August 2012.
7. **Base Rent:** Year 1: \$114,020 (\$20.00/sqft), payable in monthly installments of \$9,501.67. Thereafter, rent shall increase by 3% per year.
8. **Common Area Charges:** Year 1: \$14,252.50 (\$2.50/sqft), payable in monthly installments of \$1,187.71. Year 2 CAM charges will adjust to lesser of pro-rata share of actual costs or \$4.50 per sf, and will remain capped at that rate during the initial term of the lease.
9. **Base Year:** 2010.
10. **Permitted Use:** Activities consistent with the operation of administrative and business offices for a water utility company.
11. **Security Deposit:** \$19,003.34, payable at lease signing. This represents one (1) month security deposit and 1st month base rent.
12. **Landlord's Notice**  
**Address:** Sabal 37, L.L.C.  
Attention: Michelle Teerlink  
9000 Regency Square Boulevard North  
Suite 200  
Jacksonville, Fl 32211  
Telephone: (904) 727-9101  
Telecopy: (904) 727-0028



13. **Address for Rent Payments:** Sabal 37, L.L.C.  
Attention: Michelle Teerlink  
9000 Regency Square Boulevard North  
Suite 200  
Jacksonville, Fl 32211  
Telephone: (904) 727-9101  
Telecopy: (904) 727-0028
14. **Tenant's Notice Address:** Aqua Utilities of Florida, Inc.  
Aqua Utilities Florida, Inc.  
1100 Thomas Avenue  
Leesburg, Florida 34748  
Telephone: 352-435-4028  
  
Telecopy: [jmlihvarcik@aquaamerica.com](mailto:jmlihvarcik@aquaamerica.com)
16. **Landlord's Broker:** Ryan Properties, LLC
17. **Tenant's Broker:** Binswanger of Florida, Inc.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT ("Lease") is made as of December \_\_\_\_\_, 2009 by and between SABAL 37 L.L.C., a Florida limited liability company, an address of which is 9000 Regency Square Boulevard North, Suite 200, Jacksonville, Florida 32211 ("Landlord") and Aqua Utilities Florida, Inc., having an address of Aqua Utilities Florida, Inc. 1100 Thomas Avenue Leesburg, Florida 34748 ("Tenant").**

### **WITNESSETH:**

**1. TERM.**

**1.1 PROPERTY AND PREMISES.**

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the following described property ("Premises"):

Approximately 5,701 rentable square feet of space designated as Suites 204 & 205, of the Building located at 1240 CR 466, Lady Lake, Florida 32159, ("Building") which contains approximately 35,522 gross rentable square feet of space. The Building is included in a multiple building business park known as Sabal Palms ("Property"). The location of the Premises is shown on the attached Exhibit "A", incorporated herein.

**1.2 COMMON AREAS.**

Tenant and its employees and customers will have the nonexclusive right during the Term (hereinafter defined) to use the parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, leading areas, lighting facilities, and all other areas situated on or in the Property which are designated by Landlord, from time to time, for use by all tenants of the Building or the Property in common (collectively, the "Common Areas"), in common with Landlord, other tenants of the Property and other persons designated by Landlord, subject to the Rules and Regulations promulgated by Landlord from time to time.

**1.3 LEASE TERM, COMMENCEMENT DATE AND POSSESSION DATE.**

This Lease and the terms hereof shall commence as of the date hereof (the "Commencement Date"). The term of this Lease ("Term") is seven years, which Term shall commence on the Possession Date (as defined herein) and shall end on the seventh anniversary thereof. Tenant shall have the right to terminate the Lease on the fifth anniversary of the Commencement Date by giving written notice of its intent to do so no later than six months (6) prior to the termination and by paying a termination fee in an amount equal to the then unamortized tenant improvement allowance, 30 days prior to vacating the premises.

Provided that during the initial term of this lease, the Tenant has faithfully and fully complied with all obligations of the Tenant's under this Lease, the Tenant shall have the privilege of two (2) renewal of this Lease, for a period of three (3) years each. If Tenant shall desire to exercise any such renewal option to renew for the additional period, it shall give written notice thereof to Landlord at least One Hundred Eight (180) days prior to the commencement of renewal period. Base rent for each renewal period shall be ninety-five (95%) of the then prevailing market rate for new (not renewal) three (3) year leases for comparable spaces.

**POSSESSION DATE:** The "Possession Date" shall be five (5) days after Landlord notifies Tenant the Premises or all of Landlord's work in accordance with Section 4 has been substantially completed, or the date Tenant opens for business, whichever is sooner. Tenant and its contractors shall be provided reasonable access to the Premises prior to the Possession Date for the sole purpose of preparing the Premises for its occupancy by installing telecommunications equipment, furniture and information systems. Reasonable access shall be considered during normal business hours and for a sufficient period of time prior to the Possession Date to allow completion of the work on a reasonable basis. Any such work that would constitute a Tenant Alteration may only be performed in accordance with the provisions of Section 4.2 of this Agreement. Any work such work that involves Telecommunications Equipment must be performed in accordance with the provisions of Section 10 of this Agreement.

When the Possession Date of this Lease has been determined, Tenant shall execute, acknowledge and deliver to Landlord an acceptance letter in the form attached hereto as **Exhibit "B"**, specifying, among other things, the Possession Date. Tenant's failure to do so, after demand by Landlord, shall not affect the occurrence of the Possession Date and shall be deemed a default under this Lease.

## **2. RENT, SECURITY DEPOSIT & OTHER CHARGES.**

**2.1 MINIMUM ANNUAL RENT.** Minimum Annual Rent for Year One (1) of the Lease Term shall be \$114,020.00 per Year, payable in advance Monthly Installments of \$9,501.67. Minimum Annual Rent for each subsequent year shall be calculated in accordance as set forth below. Minimum Annual Rent will be paid to Landlord, without notice or demand and without deduction or offset, as an independent covenant of all other covenants of this Lease.

**2.1.1** Tenant agrees to pay to Landlord on or before the first day of each calendar month, in advance, during the term of this Lease, the Monthly Installment of Minimum Annual Rent as specified in Section 2.1 hereof, starting on the date that is three (3) calendar months from the Possession Date (the "**Rent Commencement Date**"), as specified in Section 1.3.1, and continuing on the first day of each calendar month thereafter during the Term. Tenant's first payment of Minimum Annual Rent is payable simultaneously with the execution of this Lease. In addition, Tenant shall also pay the last payment of Minimum Annual Rent payable under this Lease simultaneously with the execution of this Lease. Notwithstanding the above, Tenant shall receive a rent credit in the months of August 2010, August 2011 and August 2012 in an amount equal to the then current Monthly Installment. This rent credit shall only be available to Tenant if the Tenant is not in default under the Lease or otherwise delinquent in the payment of any amounts due under the

lease including but not limited to rent, Common Area Maintenance charges, etc, and only if Tenant has fulfilled all of its obligations existing under the Lease.

2.1.2 The Minimum Annual Rent for each Lease Year of said Term shall be annually adjusted by multiplying the Minimum Annual Rent for the preceding Lease Year or partial Lease Year by the greater of: i) the percentage increase in the Consumer Price Index for All Urban Consumers as published by the U.S. Department of Labor, Bureau of Statistics (or comparable index replacing the same) from the figure as it exists at the start of the preceding Lease Year or partial Lease Year to the end of said Lease Year; or ii) three percent (3%). The total resulting from the aforesaid computation shall be added to the Minimum Annual Rent for the preceding Lease Year or partial Lease Year and the resulting amount shall be the Minimum Annual Rent for the following Lease Year and one twelfth (1/12<sup>th</sup>) thereof shall be the Monthly Installment.

2.2 SECURITY DEPOSIT. \$9,501.67. This represents one (1) month security deposit and 1st month base rent.

2.2.1 Tenant has deposited with Landlord the Security Deposit specified in Section 2.2, said Deposit to be retained by Landlord, interest free, as security for the performance by Tenant of its Lease agreements. Tenant shall not transfer or encumber said Deposit and any such act shall not be binding on Landlord. If Tenant defaults, in the payment of Rent or otherwise, Landlord may, without prejudice to other Landlord remedies, apply as much of said Deposit as may be necessary to compensate Landlord, toward payment of Rent or other loss or damage to Landlord stemming from such default, and Tenant shall immediately, upon Notice from Landlord, restore said Deposit to its original sum. Tenant's failure to pay to Landlord a sufficient sum to restore the Security Deposit to its original amount within three (3) days after receipt of Notice shall constitute a default under this Lease. Said Deposit, less any amount expended as aforesaid, shall be returned to Tenant at the end of the Term.

2.2.2 Tenant agrees that the holder of any mortgage covering the Premises shall not, under any circumstances, be liable for such Deposit, in the event of a sale of the Building, Landlord may deliver said Deposit to the purchaser and thereupon the transferring Landlord shall be discharged from any further liability with respect to the Deposit and the purchaser shall retain said Deposit as Landlord under this Section.

2.3 COMMON AREA CHARGES.

2.3.1 INITIAL COMMON AREA CHARGES. \$14,252.50 per Lease Year, payable in advance Monthly Installments of \$1,187.71 each. Year 2 CAM charges will adjust to lesser of pro-rata share of actual costs or \$4.50 per sf., and will remain capped at that rate during the initial term of the lease.

2.3.2 Common Areas shall be defined as including, without limitation, any of the following that may be part of the Building: parking areas, lanes, driveways, entrances, exits, service courts, food courts, building surfaces, access roads, truck passageways, sidewalks, ramps, exterior stairways, parking lot lighting facilities and equipment, signs, open and enclosed courts and malls, landscaped and other unpaved areas, fire corridors, meeting areas, public restrooms, drainage facilities, directional, traffic, dumpster enclosures and monument sign structures, shared utility

facilities and other areas and/or facilities located on, in, under or adjacent to the Building and intended and available for the common use of all owners and tenants of the Building by virtue of easements or other rights granted therein. Landlord may, from time to time, open, close, climatize or de-climatize any food court and mall areas, change the layout, size, locations, elevation, nature and/or use of any Common Areas, and may construct or erect buildings or other structures therein or thereon and move or remove the same. Landlord shall (except for any Lease provision to the contrary) operate, maintain, manage, including on-site management, equip, light, clean, paint, repair, and, at Landlord's option, provide security personnel and/or leased equipment for said Common Areas and heat and cool any mall or other areas now or hereafter enclosed, as Landlord shall from time to time determine. Landlord may perform any other maintenance, changes, repairs, replacements or improvements that Landlord may hereafter desire or deem necessary and appropriate. Landlord may designate or permit a third party to perform the obligation of Landlord. Capital expenditures required due to changes in regulations that were not required when the building was built, reserves for repair or replacement of capital items, excluding items for which Landlord is responsible as contained in Section 11.1, and capital expenditures made in order to reduce other operating expenses, shall be considered operating costs. Landlord agrees to maintain Comprehensive General Liability Insurance or Commercial General Liability Insurance relating to the Building and its Common Areas on an occurrence basis, in the minimum amount of \$1,000,000.00, and fire, extended coverage and all risk insurance to the extent of the replacement value of the Building Buildings with the option of taking advantage of any co-insurance provisions therein, with reasonable deductibles. All of the foregoing services and items are herein collectively called "Common Area Maintenance" and the costs therefore, plus a fifteen percent (15%) administrative charge are herein collectively called "Common Area Charges".

2.3.3 Common Elements shall be defined as including, without limitation, any of the following that may be part of the Building: (a) such roads serving the Building as are depicted on the plat of the Building, (b) the Surface Water and Stormwater Management Systems, (c) traffic control devices serving the Building, (d) street lighting (not including parking lot lighting upon the Building), (e) the entrance sign(s) for the Building, (f) all real property conveyed to the Building for the common use and enjoyment of the owners and tenants of the Building, (g) tangible personal property used in the enjoyment or maintenance of the Common Elements, and (h) assessments, including assessments by any governmental, quasi-governmental, administrative or other owner association entities directly or indirectly benefiting the Building. Landlord may perform any other maintenance, changes, repairs, replacements or improvements that Landlord may hereafter desire or deem necessary and appropriate. Landlord may designate or permit a third party to perform the obligations of Landlord. All of the foregoing services and items are herein collectively called "Common Element Charges" and the costs therefore, plus a fifteen percent (15%) administrative charge are herein collectively called "Common Element Charges".

2.3.4 Commencing with the first day of the Term, Tenant agrees to pay to Landlord the Common Area Maintenance Charges specified in Section 2.3.2 and Common Element Charges specified in Section 2.3.3 on the first day of each calendar month, in advance, during the Term. The initial charges for the Common Area Maintenance Charges and Common Element Charges are set forth in Section 2.3.1. Landlord shall, prior to the beginning of each calendar year, estimate the expected Common Area Maintenance Charges and Common Element Charges for such calendar year, one twelfth (1/12) of which shall constitute the monthly installments for such year in

lieu of, but never lower than, the installment specified in Sections 2.3.1. Notwithstanding the above, the Common Area Maintenance charges will be capped at 4.50 per square feet.

2.4 INTENTIONALLY BLANK.

2.5 STATE RENT/SALES/USE TAXES. Tenant shall pay any tax assessed by the State in which the Premises are located that are applicable to rentals or charges specified in this Lease. Said tax payment shall be paid to Landlord with and when the applicable rental or charge is due. Said tax shall be at the legally prevailing rate which is currently seven percent (7.0%).

2.6 PROPORTIONATE SHARE. Wherever Tenant's "Proportionate Share" is referred to, it means the proportion that the Premise specified in Section 1.1 shall bear to the Building leasable area of 35,522 square feet. Tenant's Proportionate Share is 16%.

2.7 FRACTIONAL MONTHS/YEARS. Rents, Billings and other charges under this Lease shall be, when appropriate, prorated for the fractional year or month, as the case may be, in which the Term Commences and ends.

2.8 LATE CHARGES. If any Rent or other payment due under this Lease is not received by Landlord within five (5) days of the due date of such payment, Tenant shall pay, in addition to such payment a late charge equal to the greater of 5% of the payment which is past due or Two Hundred Fifty and No/100 Dollars (\$250.00). Such payment charge is not intended as a penalty, but instead is intended to compensate Landlord for the additional administrative expenses resulting from any such late payment. If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equal to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) late charge or any other remedy available to Landlord.

3.0 USE OF PROPERTY.

3.1 PERMITTED USES.

Tenant may use the Premises only for the following Permitted Use: Activities consistent with the operation of administrative and business offices for a water utility company. ("Permitted Use") and for no other use. Tenant shall observe all reasonable rules and regulations established by Landlord from time to time for the Building. The rules and regulations in effect as of the date hereof are attached to and made a part of this Lease as **Exhibit "C"**. Landlord will have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care and operation or use of the Property, the Building or the Premises.

3.2 EXCLUSIVE USE Landlord agrees to not rent space within the Property to any tenant that is engaged in Tenant's Permitted Use.

3.2.1 Tenant acknowledges that Landlord retains the right to grant exclusive use rights to other tenants within the Property and that Landlord also imposed certain restricted or prohibited uses and activities within the Property. During the term of this Lease, and any extensions or renewals thereof, neither Tenant nor any successor, assignor, subtenant, licensee or other user claiming any rights under Tenant or this Lease, shall engage in any use of the Premises that either violates an exclusive use right granted by Landlord to another tenant within the Property, or represents a use or activity that is specifically restricted or prohibited within the Shopping Center, or could otherwise injure, annoy, or be a nuisance to other tenants in the Shopping Center. Tenant shall indemnify and hold Landlord harmless against any and all claims, including court costs and reasonable attorneys' fees that result from Tenant's breach of this covenant.

### 3.2 COMPLIANCE WITH LAWS.

3.2.1 Landlord's Compliance. During the Term of this Lease, Landlord shall be responsible for making any modifications to the Building and Property or its appurtenances, excluding the Premises, but including the parking lot, Common Areas, elevators and entrances serving the Property and Building, required pursuant to any federal, state or local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over the Property, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act (the "ADA") and all regulations and orders promulgated pursuant to the ADA (collectively, "Applicable Laws"). Any modifications to the Property and/or the Building made by Landlord pursuant to the provisions of this paragraph shall initially be paid by Landlord; however, such expense may be included in Operating Expenses of the Building as set forth above.

3.2.2 Tenant's Compliance. Tenant shall comply with all Applicable Laws relating to its use or occupancy of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all Applicable Laws. Tenant will procure at its own expense all permits and licenses required for the transaction of its business in the Premises. In addition, Tenant warrants that its use of the Premises will be in strict compliance with all Applicable Laws. During the Term, Tenant shall, at its sole cost and expense, make any modifications to the Premises that may be required pursuant to any Applicable Laws.

### 3.3 HAZARDOUS MATERIAL.

(a) For purposes of this Lease, "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, (i) petroleum, PCB's, asbestos, materials known to cause cancer or reproductive problems; (ii) any materials, substances and/or wastes which are or hereafter become regulated by any local governmental authority, the State or the United States; and (iii) substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "oil", "regulated substances," "restricted hazardous wastes,"

“special wastes” or words of similar import in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Federal Water Pollution Control Act; the Federal Clean Air Act; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; all other corresponding and related State and local statutes, ordinances and regulations, including, without limitation, any dealing with underground storage tanks; and any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "Hazardous Materials Laws"). Notwithstanding the foregoing, the term Hazardous Materials as defined herein shall not include (a) pharmaceuticals, cleaning agents of the types and in the quantities and concentrations normally stocked by health care providers similar to the Project, (b) oil in de minimus amounts typically associated with the use of certain portions of the Project for driving and parking motor vehicles or (c) medical wastes generated at the Project; provided that the foregoing are used, stored, transported and disposed of in accordance with all Hazardous Materials Laws.

(b) Tenant, and all of its officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, lessees, sublessees, concessionaires, invitees and any other occupants of the Premises (collectively, "Tenant Representatives"), shall abide by all Hazardous Materials Laws and other municipal, county, state and federal statutes, laws, ordinances, administrative rules and regulations and guidelines applicable to the disposal of Hazardous Materials. Tenant shall not use, handle, deposit or dispose of any Hazardous Materials which requires special handling into the waste disposal facilities provided by Landlord. Tenant shall, at Tenant's expense, employ or engage private waste management services to dispose of any and all waste of Tenant which must be handled in any manner other than general waste collection provided by Landlord through public or private waste collection service. Without limiting the foregoing, Tenant shall employ or engage a licensed waste disposal service to provide any required containers or storage facilities and to remove any Hazardous Materials which Tenant must handle in a manner as provided for by Hazardous Materials Laws.

(c) Tenant shall indemnify, defend and hold harmless Landlord, each Mortgagee and their respective partners, shareholders, directors, officers, agents and employees (the "Indemnified Parties") from and against any and all claims arising from or in connection with any act, omission or negligence of Tenant, or any of its subtenants or licensees or its or their partners, directors, offices, agents, employees or contractors, relating to or arising out of the disposal of Hazardous Materials from the Premises, such indemnity to include all costs, expenses and liabilities incurred in or in connection with each such claim, action or proceeding with respect thereto, including, without limitation, all attorney's fees and expenses. In the event any Indemnified Party shall be made a party to any litigation or proceeding commenced by or against Tenant, then Tenant shall protect, indemnify and hold such Indemnified Party harmless with respect thereto, and Tenant shall pay all costs, expenses and reasonable attorneys' fees (in all proceedings) incurred or paid by such Indemnified Party in connection with such litigation or proceeding, or in enforcing the covenants and agreements of this Section. TENANT ACKNOWLEDGES AND AGREES THAT IT IS THE SOLE RESPONSIBILITY OF TENANT TO ASCERTAIN AND COMPLY WITH THE HAZARDOUS MATERIALS LAWS IN CONNECTION WITH HANDLING AND DISPOSAL OF HAZARDOUS MATERIALS



OR ANY OTHER MATERIALS FROM THE PREMISES.

(d) Tenant hereby agrees that Tenant and Tenant's Representatives shall not (i) use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or the Project, or transport to or from the Premises or the Project in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. Furthermore, Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's Representatives of Hazardous Materials on the Premises, including (without limitation) discharge of (appropriately treated) materials or wastes only as provided by law; or (ii) permit any lien arising under or related to any of the Hazardous Materials Laws to attach to the Premises or the Project.

(e) If at any time during the Lease Term (or any extended term) any contamination of the Premises or the Project by Hazardous Materials shall occur, where such contamination is caused by the act or omission of Tenant or Tenant's Representatives ("Tenant Contamination"), then Tenant, at its sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Project or the groundwater underlying the Project to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in the State. However, Tenant shall not take any required remedial action in response to any Tenant Contamination in or about the Project or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant Contamination without first notifying Landlord and any Mortgagee of Tenant's intention to do so, and affording Landlord and any Mortgagee the opportunity to appear, intervene or otherwise appropriately assert and protect their interests with respect thereto.

(f) In addition to all other rights and remedies of Landlord or any Mortgagee, if Tenant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Tenant Contamination and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Tenant Contamination within thirty (30) days after Landlord and any Mortgagee have reasonably approved Tenant's remediation plan and all necessary approvals and consents have been obtained, and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Landlord or any Mortgagee, at their sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and Tenant shall reimburse, within fifteen (15) business days of demand for reimbursement, all amounts reasonably paid by Landlord (together with interest on said amounts at the highest lawful rate until paid), when said demand is accompanied by proof of payment of the amounts demanded. Tenant shall promptly deliver to Landlord and any Mortgagee copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Project as part of Tenant's remediation of any Tenant Contamination.

(g) Each party hereto (for purposes of this Section 12, a "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (i) any enforcement,

clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Project pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Project relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Project; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Project including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

### 3.4 SIGNS.

Tenant shall not place any signs on the Premises, Building or Property except with the prior written consent of the Landlord, including consent as to location and design, which may be withheld in Landlord's sole discretion. Any and all such approved signs shall be installed and shall be maintained by Landlord, at its sole cost and expense and shall be in compliance with the Rules and Regulations and all Applicable Laws, including any regulations and laws promulgated by the city of The Villages, Florida. Landlord shall be responsible for the installation, use, or maintenance of said signs and any damage caused thereby. .

### 3.5 LANDLORD'S ACCESS.

Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord is required by this Lease to make or which Landlord considers necessary or desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to reduce, if practical, interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six months of the Term or any renewal thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Building or Property as Landlord deems necessary. Landlord will have the right at all times to enter the Premises in the event of an emergency affecting the Premises.

### 3.6 QUIET POSSESSION.

If Tenant pays the Rent and all other charges and fully performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the full Term without interruption or interference by Landlord or any person claiming through Landlord.

3.7 TENANT RELOCATION.

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3.8 COVENANTS AND RESTRICTIONS.

Tenant hereby acknowledges and agrees that the Building, and Tenant's occupancy thereof, may be subject to certain declarations and agreements (the "Declarations"), which Declarations, if in existence, have been recorded among the Public Records of Sumter County, Florida.

3.9 PARKING.

Tenant shall have a non-exclusive license to use the parking spaces associated with the Building. Tenant's right to such parking spaces is subject to Landlord's right to grant other tenants of the Building the right to parking spaces associated with the Building. Landlord reserves the right from time to time to assign or re-assign the location of such parking spaces in any manner that Landlord in Landlord's sole discretion deems beneficial to the operation of the Building. Tenant agrees that it will employ its best efforts to prevent the use by Tenant's employees and visitors of parking spaces allocated exclusively to other tenants. All motor vehicles (including all contents thereof) shall be parked in such spaces at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof. Notwithstanding the above, Tenant shall be entitled to one unassigned parking space per each 250 square feet rented.

4.0 IMPROVEMENTS AND ALTERATIONS.

4.1 TENANT IMPROVEMENTS.

a) Possession of the Premises shall be made available to Tenant no later than the Possession Date. Landlord shall complete initial improvement work in preparing the Premises for Tenant's use ("Initial Construction"), as more particularly described in Exhibit D. Landlord shall have no other obligations to perform any work, supply any materials, incur any other expenses or make any installations in order to prepare the Premises for Tenant's occupancy. Tenant shall complete improvement of the Premises and thereafter maintain the Premises in accordance with all requirements of law, including (without limitation) the Americans with Disabilities Act (as the same may be amended). Tenant has reviewed and understands the terms of Exhibit D, including provisions for payment by Tenant of interior improvement costs in excess of the Initial Construction.

(b) If possession of the Premises is not available to Tenant on or before the Possession Date (i.e. the building shell of the Project and Landlord's work pursuant to Exhibit D is not substantially complete so that a certificate of occupancy can be, and has been issued) then

the Lease Term and Tenant's obligation to pay the Rent herein reserved and other charges shall not commence until possession of the Premises is available (which shall then be the Possession Date). Tenant agrees to accept such abatement of Rent as liquidated damages in full satisfaction of any damages suffered by Tenant as a result of such delay, to the exclusion of all claims and rights which Tenant might otherwise have by reason thereof.

(c) Within ten (10) days following the Possession Date, Tenant shall give Landlord written notice of any defects in construction of the building shell of the Project, the Premises, or the Initial Construction and Tenant shall otherwise accept the Premises, the Project and the Initial Construction in their then existing condition and state of repair. Tenant agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of Landlord with respect to the condition of the Project, the Premises or the Initial Construction.

(d) In the event Tenant terminates the Lease prior to the expiration of the Term, Tenant shall pay to Landlord, as liquidated damages, a pro-rata share of \$285,050.00, (we need supporting documentation that TI costs \$50SF) with such pro-rata shared determined by the ratio by which the remaining term bears to the full term of the Lease. Tenant expressly agrees that the foregoing represents a reasonable estimation of the damages suffered by Landlord as a result of providing the Initial Construction, that actual damages would be difficult to ascertain as of the date hereof, and this provision does not constitute a penalty. Any amount due from Tenant to Landlord hereunder shall accrue interest from the beginning of the Term at a rate of 18% per annum until paid in full. The foregoing liquidated damages shall be in addition to any other remedies available to Landlord under the Lease, including, but not limited to, all unpaid Rent due to Landlord as set forth in Paragraph 8.2(d).

#### 4.2 TENANT ALTERATIONS.

Tenant will not make or allow to be made any alterations in or to the Premises without first obtaining the written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. All Tenant alterations will be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws by a licensed and bonded contractor approved in advance by Landlord, such approval of contractor not to be unreasonably withheld or delayed. All contractors performing alterations in the Premises shall carry workers' compensation insurance, builder's risk insurance, commercial general liability insurance, automobile insurance and excess liability insurance in amounts reasonably acceptable to Landlord and shall deliver a certificate of insurance evidencing such coverages to Landlord prior to commencing work in the Premises. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Tenant alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Tenant took possession, with all costs of removal,

repair, restoration, or alterations to be borne by Tenant. This clause will not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant, which may be removed by Tenant at the end of the Term if Tenant is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interests of Landlord. Tenant will have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Building, the Premises, the Property or any portion thereof. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and will indemnify Landlord against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

## 5.0 INSURANCE AND INDEMNITY.

### 5.1 TENANT'S INSURANCE.

Tenant will throughout the Term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises, in the amounts specified with deductible amounts reasonably satisfactory to Landlord and in the form hereinafter provided for:

(a) Commercial General Liability Insurance. Commercial general liability insurance covering claims arising from bodily injury and property damage with a minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof. The liability policy also shall cover, but not be limited to, the contractual liabilities of the Tenant arising from this Lease.

(b) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with a limit of not less than \$1,000,000.00 per occurrence for bodily injury, \$500,000.00 per person and \$100,000.00 property damage or a combined single limit of \$1,000,000 for both owned and non-owned vehicles.

(c) Excess Liability Insurance. Tenant shall also carry and maintain umbrella liability insurance with a limit of not less than \$5,000,000.00 per occurrence.

(d) Property Insurance. Special form property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than ninety percent (90%)

of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed in the Premises. In the event any casualty occurs, Tenant agrees to pay the difference between the insurance coverage required to be maintained by this subparagraph 5.1(d) and an insurance policy offering coverage of one hundred percent (100%) of the full replacement value of the property described in this subparagraph. Tenant's policy will also include business interruption/extra expense coverage in sufficient amounts to protect Tenant from such expenses.

(e) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State of Florida and Employers' Liability coverage subject to a limit of no less than \$100,000 each employee, \$100,000 each accident, and \$1,000,000 policy limit.

(f) Policy Form. All policies referred to above shall: (i) be taken out with insurers licensed to do business in Florida having an A.M Best's rating of A-, Class 9, or otherwise approved in advance by Landlord; (ii) name Landlord, including all directors, officers, partners, employees, agents, and representatives thereof as additional insureds (except for the insurance described in Section 5.2(e) above); (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the Landlord or any mortgagee of Landlord; and (iv) contain an obligation of the insurers to notify the Landlord by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination of any such policy. Certificates of insurance on the Landlord's standard form or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to the Landlord at least fifteen (15) days prior to the Commencement Date and thereafter promptly upon request. If (a) the Tenant fails to take out or to keep in force any insurance referred to in this Section 5.1, or should any such insurance not be approved by either the Landlord or any mortgagee, and (b) the Tenant does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by the Landlord to Tenant specifying the nature of such default, then the Landlord has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Tenant, and all outlays by the Landlord shall be paid by the Tenant to the Landlord upon demand without prejudice to any other rights or remedies of the Landlord under this Lease. The Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

## 5.2 LANDLORD'S INSURANCE.

During the Term, Landlord will carry and maintain the following types of insurance with respect to the Building and Property in such amount or percentage of replacement value as Landlord or its insurance advisor deems reasonable in relation to the age, location, type of construction and physical conditions of the Building and Property and the availability of such insurance at reasonable rates: (i) broad form or extended coverage insurance on the Building (excluding any property with respect to which the Tenant and other tenants are obliged to insure pursuant to Section 5.1 or similar sections of their respective leases); (ii) public liability and

property damage insurance with respect to the Landlord's operations in the Building; and (iii) such other forms of insurance as the Landlord or its mortgagee reasonably considers advisable. Such insurance shall be in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a similar building, having regard to size, age, and location. Landlord shall have the right to self insure any or all of its liabilities with respect to the Building or the Property.

5.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS.

The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage that may occur to the Premises or the Building, and to all property, whether real, personal or mixed, located in the Premises or the Building, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of Sections 5.1 or 5.2. This mutual release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation upon request. This Section 5.3 supersedes any provision to the contrary which may be contained in this Lease.

5.4 INDEMNIFICATION OF THE PARTIES.

Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liability for any loss, injury or damage, including, without limitation, consequential damage including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Landlord by any person whomsoever that occurs (i) in the Premises, except for any such loss, injury or damage that is caused by or results from the gross negligence or willful misconduct of Landlord, its employees or agents; (ii) in the Building or anywhere on the Property except for any such loss, injury or damage that is caused by or results from the negligence or willful misconduct of Landlord, its employees, agents or contractors; or (iii) anywhere which is caused by or results from the negligent act or omission of Tenant, its employees, agents or contractors. The commercial liability insurance that Tenant is required to carry pursuant to Section 5.1(a) of this Lease shall include coverage of the foregoing contractual indemnity. Landlord hereby indemnifies Tenant from, and agrees to hold Tenant harmless against, any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Tenant by any person whomsoever, that occurs in the Building (excluding the Premises) or anywhere on the Property and that is caused by or results from the gross negligence or willful misconduct of Landlord or its employees or agents. The provisions of this paragraph shall survive the expiration or any termination of this Lease.

6. DAMAGE, DESTRUCTION AND CONDEMNATION

6.1 DESTRUCTION OR DAMAGE TO PREMISES.

If the Premises are at any time damaged or destroyed in whole or in part by fire, casualty or other causes, Landlord shall have sixty (60) days from such damage or destruction to determine and inform Tenant whether Landlord will restore the Premises to substantially the condition which existed immediately prior to the occurrence of the casualty. If Landlord elects to rebuild, Landlord shall complete such repairs to the extent of insurance proceeds within one hundred and eighty (180) days from the end of the sixty (60) day period. If such repairs have not been completed within that 180 day period, and Tenant desires to terminate the Lease as a result thereof, then Tenant must notify Landlord prior to Landlord's completion of the repairs of Tenant's intention to terminate this Lease. Landlord shall then have ten (10) days after Landlord's receipt of written notice of Tenant's election to terminate to complete such repairs (as evidenced by a certificate of completion). If Landlord does complete such repairs prior to the expiration of such ten (10) day cure period, Tenant shall have no such right to terminate this Lease. Tenant shall, upon substantial completion by Landlord, promptly and diligently, and at its sole cost and expense, repair and restore any approved alterations to the Premises made by Tenant to the condition which existed immediately prior to the occurrence of the casualty. If, in Landlord's reasonable estimation, the Premises cannot be restored within two hundred forty (240) days of such damage or destruction, then either Landlord or Tenant may terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given. Until the restoration of the Premises is complete, there shall be an abatement or reduction of Base Rent in the same proportion that the square footage of the Premises so damaged or destroyed and under restoration bears to the total square footage of the Premises, unless the damaging event was caused by the negligence or willful misconduct of Tenant, its employees, officers, agents, licensees, invitees, visitors, customers, concessionaires, assignees, subtenants, contractors or subcontractors, in which event there shall be no such abatement.

Notwithstanding the foregoing provisions of this paragraph, if damage to or destruction of the Premises in excess of fifty percent (50%) of the value of the Premises shall occur within the last year of the Term, as the same may be extended as provided hereinafter, the obligation of Landlord to restore the Premises shall not arise unless (i) Landlord, at its sole option, elects to restore such work; (ii) Landlord, at its sole option, elects to provide Tenant with the opportunity of extending the Term for an additional period so as to expire five (5) years from the date of the completion by Landlord of the repairs and restoration to the Premises; and (iii) Tenant gives written notice to Landlord within thirty (30) days after Landlord's request that Tenant agrees to such extension. Such extension shall be on the terms and conditions provided herein, if an option to extend this Lease remains to be exercised by Tenant hereunder, or under the terms prescribed in Landlord's notice, if no such further extension period is provided for herein. Upon receipt of such notice from Tenant, Landlord agrees to repair and restore the Premises within a reasonable time. If Tenant fails to timely extend the Term as provided herein, Landlord at its option shall have the right to terminate this Lease as of the date of the damaging event, or to restore the Premises and the Lease shall continue for the remainder of the then unexpired Term, or until the Lease is otherwise terminated as provided herein.



## 6.2 CONDEMNATION.

### 6.2.1 TOTAL OR PARTIAL TAKING.

If the whole of the Premises (provided that if 60% or more of the Premises are taken, the Tenant may deem that all of the Premises are taken), or such portion thereof as will make the Premises unusable, in Landlord's judgment, for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the Rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any Rent and all other charges paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable as of the Taking Date, is taken, Base Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable within the limitations of the available compensation awarded for the taking (exclusive of any amount awarded for land).

### 6.2.2 AWARD.

All compensation awarded or paid upon a total or partial taking of the Premises, the Property or the Building including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

## 7. MAINTENANCE AND REPAIRS.

7.1 Landlord agrees to keep and maintain in good order and repair, at its own cost, the roof, and other exterior portions of the Premises and to make any necessary structural repairs of the Premises. Landlord shall not be responsible for reasonable wear and tear or damage caused by any act or negligence of Tenant, its employees, agents, invitees, licensees or contractors.

7.2 Tenant will take good care of Premises and the fixtures and appurtenances therein, and will suffer no active or permissive waste or injury thereof, and Tenant's responsibilities in conjunction therewith shall include, but not be limited to, the cleaning of window coverings, the shampooing of the carpeting located in the Premises, as well as the regular painting and decorating of the Premises so as to maintain the Premises in a first-class condition. All such repair work, maintenance and any alterations permitted by Landlord shall be done at Tenant's expense by Landlord's employees or, with Landlord's express written consent,

by persons requested by Tenant and authorized in writing by Landlord. Tenant shall, at Tenant's expense, but under the direction of Landlord and performed by Landlord's employees, or with Landlord's express written consent, by persons requested by Tenant and authorized in writing by Landlord, promptly repair any injury or damage to Premises or Building caused by misuse or neglect thereof by Tenant, or by persons permitted on Premises by Tenant, or by Tenant moving in or out of Premises.

7.3 Landlord shall have the right, upon written notice to Tenant, to undertake the responsibility for preventive maintenance of any other system or component at Tenant's expense.

7.4 During the Term Tenant shall, at Tenant's cost, make any changes or alterations in the Premises that may be necessary to cause said Premises to conform to all governmental and insurance underwriters' requirements adopted after the Lease Date.

7.5 If Tenant refuses or neglects to commence or complete any of the foregoing promptly and adequately, Landlord may, but shall not be required to, make or complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand, together with a sum equal to twenty-five percent (25%) of said costs for overhead and administration, all due and payable within ten (10) days after billing from Landlord to Tenant.

7.6 Landlord shall not be liable for any damages directly or indirectly resulting from the installation, use, malfunction, or interruption of use of any equipment in connection with the furnishing of services referred to herein, and particularly any interruption in services by any cause beyond the immediate control of the Landlord; but Landlord shall exercise due care in furnishing adequate and uninterrupted services. Without limitation on the foregoing, under no circumstances shall Landlord incur liability for damages caused directly or indirectly by any malfunction of a computer system or systems within the Building resulting from or arising out of the failure or malfunction of any electrical, air-conditioning or other system serving the Building.

7.7 Tenant will not, without Landlord's written consent, make alterations, additions or improvements in or about the Premises and will not do anything to or on the Premises which will increase the rate of insurance on the Building. All alterations, additions or improvements of a permanent nature made or installed by Tenant to the Premises shall become the property of Landlord at expiration of this Lease, but Landlord reserves the right to require Tenant to remove any improvements or additions made to the Premises by Tenant and to repair and restore Premises, at Tenant's cost, to their condition prior to such alteration, addition or improvement. Tenant further agrees to do so prior to the expiration of the Term.

7.8 No later than the last day of the Term, Tenant will remove all Tenant's personal property and repair all injury done by or in connection with installation or removal of said property and surrender Premises (together with all keys to Premises and/or the Building and access cards to the facility) in as good a condition as they were at the beginning of the Lease Term, reasonable wear excepted. All property of Tenant remaining on Premises after expiration of the Lease Term shall be deemed conclusively abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of removing the same, subject however, to Landlord's right to require Tenant to remove any improvements or additions made to Premises by Tenant pursuant to paragraph 7.2.2.

7.9 In doing any work related to the installation of Tenant's furnishings, fixtures, or equipment in the Premises, Tenant will use only contractors or workmen approved by Landlord in writing. Landlord may condition its approval upon its receipt of acceptable lien waivers from such contractors or workmen. Tenant shall promptly remove any lien for material or labor claimed against Premises by such contractors or workmen if such claim should arise, and hereby agrees to indemnify and hold Landlord harmless from and against any and all costs, expenses or liabilities (including attorneys' fees and related fees and costs) incurred by Landlord as a result of such liens.

7.10 Tenant shall not place nor maintain any food or drink coin operated vending machines within Premises without the written consent of Landlord. Such consent shall not preclude Landlord from charging Tenant for utility costs therefor.

7.11 Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant; and Landlord shall not be liable for theft thereof or of money deposited therein or for any damages thereto, such theft or damage being the sole responsibility of Tenant.

7.12 Tenant shall obtain Landlord's consent, such consent not to be unreasonably withheld, as to the location or relocation within the Premises of any heavy objects or furnishings such as file cabinets, vending machines, etc., as not to cause damage to the Building.

7.13 Upon the termination of the Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Section 7.1. Tenant shall repair, at Tenant's expense, any damage to the Premises or Building caused by the removal of any of Tenant's personal property, including but not limited to furniture, machinery and equipment. In no event, however, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; millwork and cabinetry; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners, or any other heating or air conditioning equipment; fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations.

## 8. DEFAULT AND REMEDIES:

8.1 DEFAULT BY TENANT. The following will be events of default by Tenant under this Lease:

(a) Failure to pay when due any installment of Rent or any other payment required pursuant to this Lease;

(b) The filing of a petition for bankruptcy or insolvency under any applicable federal or state bankruptcy or insolvency law; an adjudication of bankruptcy or

insolvency or an admission that it cannot meet its financial obligations as they become due, or the appointment of a receiver or trustee for all or substantially all of the assets of Tenant; the foregoing shall also apply to all Guarantors;

(c) A transfer in fraud of creditors or an assignment for the benefit of creditors, whether by Tenant or any Guarantor;

(d) Any act which results in a lien being filed against the Premises or the Property;

(e) The liquidation, termination or dissolution of Tenant or any Guarantor, or, if Tenant or any Guarantor is a natural person, the death of Tenant or such Guarantor;

(f) Failure to cure any non-monetary provision of this Lease within 20 days after written notice thereof to Tenant; and

(g) Failure to restore the Security Deposit pursuant to Section 11.2 hereof.

8.2 REMEDIES. In the event of any default hereunder by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

(a) Landlord may terminate this Lease by notice to Tenant and retake possession of the Premises for Landlord's account. Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any termination and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such termination not occurred.

(b) Landlord may, without terminating the Lease, enter the Premises as agent of the Tenant to take possession of any property of the Tenant on the Premises, to store such property at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord may see fit without notice to the Tenant. Re-entry and removal may be effected by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with law.

(c) Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any Rent then attainable; grant any concessions of Rent, and agree, at Tenant's expense, to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises greater than that imposed by law.

(d) Landlord may accelerate all Rent due under the Lease and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term, in addition to the liquidated damages set forth in Paragraph 4.1(d).

(e) Landlord may remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and may enter upon the Premises for such purposes. No notice of the Landlord's intention to perform such covenants need to be given the Tenant unless expressly required by this Lease. The Landlord shall not be liable to the Tenant for any loss or damage caused by acts of the Landlord in remedying or attempting to remedy such default and the Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest from the date of payment by Landlord until repaid by Tenant at the highest rate permitted by law.

### 8.3 COSTS.

Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs, (whether incurred in preparation for or at trial, on appeal, or in bankruptcy), incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises, reletting the Premises and putting the Premises into the condition necessary for such reletting (including attorneys' fees and disbursements, marshall's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Landlord.

### 8.4 WAIVER.

No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

### 8.5 DEFAULT BY LANDLORD.

In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages, but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to commence the appropriate cure of such default. Unless and until Landlord fails to commence and diligently pursue the appropriate cure of such default after such notice or complete same within a reasonable period of time, Tenant shall not have any remedy or cause of action by reason thereof. Notwithstanding any provision of this Lease, Landlord shall not at any time have any personal liability under this Lease, and Tenant's sole remedy with respect thereto shall be a suit for damages and not a termination of the Lease. In the event of any breach or default by Landlord of any term or provision of this Lease, Tenant agrees to look solely to the equity or interest then-owned by Landlord in the Building, and in no event shall any deficiency judgment be sought or obtained against Landlord.

## 9. PROTECTION OF LENDERS

9.1 SUBORDINATION AND ATTORNMENT. This Lease shall be subject and subordinated at all times to the terms of each and every ground or underlying lease which now

exist or may hereafter be executed affecting the Premises under which Landlord shall claim, and to the liens of each and every mortgage and deed of trust in any amount or amounts whatsoever now or hereafter existing encumbering the Premises, Building or the Property, and to all modifications, renewals and replacements thereto without the necessity of having further instruments executed by Tenant to effect such subordination. Subject to the specific provisions of a subordination and non-disturbance agreement, so long as no default or event which with the passing of time or giving of notice would constitute a default, exists under this Lease, the peaceable possession of Tenant in and to the Premises for the Term shall not be disturbed in the event of the foreclosure of any such mortgage or deed of trust or in the event of a termination of any ground or underlying leases affecting the Premises. If Landlord's interest in the Building and or Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale or transfer in lieu thereof, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Lease Premises, Building or Property and recognize such transferee or successor as Landlord under this Lease.

**9.2 ESTOPPEL CERTIFICATES AND SUBORDINATION AND NON-DISTURBANCE AGREEMENT.** Within five (5) days of receipt of a written request of Landlord, any lender or prospective lender of the Building or Property, or at the request of any purchaser or prospective purchaser of the Building or Property, Tenant shall deliver an estoppel certificate (or, in the case of a lender request, a subordination and non-disturbance and attornment agreement), attaching a true and complete copy of this Lease, including all amendments relative thereto, and certifying with particularity, among other things, (i) a description of any renewal or expansion options, if any; (ii) the amount of rent currently and actually paid by Tenant under this Lease; (iii) that the Lease is in full force and effect as modified; (iv) Tenant is in possession of the Premises; (v) stating whether either Landlord or Tenant is in default under the Lease and, if so, summarizing such default(s); and (vi) stating whether Tenant or Landlord has any offsets or claims against the other party and, if so, specifying with particularity the nature and amount of such offset or claim. Landlord shall likewise deliver a similar estoppel certificate within five (5) days of the request of Tenant, any lender or prospective lender of Tenant, or assignee approved by Landlord.

**9.3 TENANT'S FINANCIAL CONDITION.** Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as are reasonably required by Landlord to verify the net worth of Tenant, or any assignee, subtenant, or Guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Building or Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth herein. If there is a material adverse change in Tenant's financial condition, Tenant will give immediate notice of such material adverse change to Landlord. If Tenant fails to give such immediate notice to Landlord, such failure will be deemed an event of default under this Lease.

10. TELECOMMUNICATIONS. Tenant acknowledges and agrees that all telephone and telecommunications services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. All installations of telecommunications equipment and wires shall be accomplished pursuant to plans and specifications approved in advance in writing by Landlord. Unless Landlord otherwise requests or consents in writing, all of Tenant's telecommunications equipment shall be and remain solely in the Premises and the telephone closet(s) on the floor(s) on which the Premises is located, in accordance with rules and regulations adopted by Landlord from time to time. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment, including wire; nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected. Tenant agrees that, to the extent any such service is interrupted, curtailed or discontinued from any cause whatsoever, whether or not such loss, or damage results from any fault, default, negligence, act or omission of Landlord or its agents, servants, employees, or any other person for whom Landlord is in law responsible, Landlord shall have no obligation or liability with respect thereto and it shall be the sole obligation of Tenant at its expense to obtain substitute service.

Landlord shall have the right, upon reasonable prior notice to Tenant, to interrupt or turn off telecommunications facilities in the event of emergency or as necessary in connection with the operation of the Building or installation of telecommunications equipment for other tenants of the Building.

Any and all telecommunications equipment installed in the Premises or elsewhere in the Building by or on behalf of Tenant, including wiring or other facilities for telecommunications transmittal, shall be removed prior to the expiration or earlier termination of the Term, by Tenant at its sole cost or, at Landlord's election, by Landlord at Tenant's sole cost, with the cost thereof to be paid as Additional Rent. Landlord shall have the right, however, upon written notice to Tenant given no later than ten (10) days prior to the expiration or earlier termination of the Term, to require Tenant to abandon and leave in place, without additional payment to Tenant or credit against Base Rent or Additional Rent, any and all telecommunications wiring and related infrastructure, or selected components thereof, whether located in the Premises or elsewhere in the Building.

In the event that Tenant wishes at any time to utilize the services of a telephone or telecommunications provider whose equipment is not then servicing the Building, no such provider shall be permitted to install its lines or other equipment within the Building without first securing the prior written approval of the Landlord. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the provider. Without limitation of the foregoing standard, unless all of the following conditions are satisfied to Landlord's satisfaction, it shall be reasonable for Landlord to refuse to give its approval: (i) Landlord shall incur no expense whatsoever with respect to any aspect of the provider's provision of its services, including without limitation, the costs of installation, materials and services; (ii) prior to commencement of any work in or about the Building by the provider, the provider shall supply Landlord with such written indemnities, insurance, financial statements, and such other items as Landlord reasonably determines to be necessary to protect its financial interests and the interests of the Building relating to the proposed activities of the provider; (iii)

the provider agrees to abide by such rules and regulations, building and other codes, job site rules and such other requirements as are reasonably determined by Landlord to be necessary to protect the interests of the Building, the tenants of the Building and Landlord, in the same or similar manner as Landlord has the right to protect itself and the Building with respect to alterations as described in Section 4.2 of this Lease; (iv) Landlord reasonably determines that there is sufficient space in the Building for the placement of all of the provider's equipment and materials; (v) the provider agrees to abide by Landlord's requirements, if any, that provider use existing Building conduits and pipes or use building contractors (or other contractors approved by Landlord); (vi) Landlord receives from the provider such compensation as is reasonably determined by Landlord to compensate it for space used in the Building for the storage and maintenance of the provider's equipment, for the fair market value of a provider's access to the Building, and the costs which may reasonably be expected to be incurred by Landlord; (vii) the provider agrees to deliver to Landlord detailed "as built" plans immediately after the installation of the provider's equipment is complete; and (viii) all of the foregoing matters are documented in a written license or other agreement between Landlord and the provider, the form and content of which is reasonably satisfactory to Landlord.

Notwithstanding any provision of the preceding paragraphs to the contrary, the refusal of the Landlord to grant its approval to any prospective telecommunications provider shall not be deemed a default or breach by Landlord of its obligation under this Lease unless and until Landlord is adjudicated to have acted recklessly or maliciously with respect to Tenant's request for approval, and in that event, Tenant shall still have no right to terminate the Lease or claim an entitlement to rent abatement, but may as Tenant's sole and exclusive recourse seek a judicial order of specific performance compelling Landlord to grant its approval as to the perspective provider in question. The provisions of this paragraph may be enforced solely by Tenant and Landlord, are not for the benefit of any other party, and specifically but without limitation, no telephone or telecommunications provider shall be deemed a third party beneficiary of this Lease.

Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones), including antennae and satellite receiver dishes, within the Premises or the Building, without Landlord's prior written consent. Such consent may be conditioned in such a manner so as to protect Landlord's financial interests and the interests of the Building, and the other tenants therein, in a manner similar to the arrangements described in the immediately preceding paragraphs.

In the event that telecommunications equipment, wiring and facilities installed by or at the request of Tenant within the Premises, or elsewhere within the Building causes interference to equipment used by another party, Tenant shall assume all liability related to such interference, Tenant shall use reasonable efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant shall substitute alternative equipment which remedies the situation. If such interference persists, Tenant shall discontinue the use of such equipment, and, at Landlord's discretion, remove such equipment according to foregoing specifications.



11. MISCELLANEOUS PROVISIONS.

11.1 LANDLORD'S LIABILITY; CERTAIN DUTIES. As used in the Lease, the term "Landlord" means only the current owner or owners of the fee title to the Premises, Building or Property or the leasehold estate under a ground lease of the Premises, Building or Property at the time in question. Each landlord is obligated to perform the obligations of Landlord under this Lease only during the time such landlord owns such interest or title. Any landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease.

11.2 INTERPRETATION.

The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises, Building or Property with Tenant's expressed or implied permission. This Lease will not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto.

11.3 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.

This Lease is the only agreement between the parties pertaining to the lease of the Premises, Building or Property and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

11.4 NOTICES.

Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Landlord at the following address:

SABAL 37, LLC  
9000 Regency Square Blvd.  
Suite #200  
Jacksonville, Fl 32211  
Attn: David Zorn  
Telephone: (904) 727-9101  
Telecopy: (904) 727-0028

To Tenant at the following address:

Aqua Utilities Florida, Inc  
Aqua Utilities Florida, Inc.  
1100 Thomas Avenue  
Leesburg, Florida 34748  
Telephone: 352-435-4028  
Telecopy: [jmlihvarcik@aquaamerica.com](mailto:jmlihvarcik@aquaamerica.com)

or at such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

Tenant hereby appoints as its agent to receive service of all dispossessory or distraint proceedings, the person deemed by Landlord to be in charge of Premises at the time of service; and if there is no person occupying same, then such service may be made by attachment thereof on the main entrance of Premises.

#### 11.6 RADON GAS NOTICE.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

#### 11.7 WAIVERS.

All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

11.8 NO RECORDATION.

Tenant shall not record this Lease or any memorandum of lease without prior written consent from Landlord.

11.9 JOINT AND SEVERAL LIABILITY.

All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

11.10 FORCE MAJEURE.

If either party cannot perform any of its obligations (except the payment of Rent, Additional Rent, or other sums of money) due to events beyond that party's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond control include, but are not limited to, acts of the other party, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

11.11 EXECUTION OF LEASE.

Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section 11.11. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

11.12 AUTHORITY.

As a material inducement to Landlord to enter into this Lease, Tenant (and, individually each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:

(i) Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

(ii) This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

(iii) Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

(iv) The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), limited liability company agreement (if a limited liability company), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

#### 11.13 FLORIDA LAW.

This Lease shall be governed by the laws of the State of Florida.

#### 11.14 COUNTERPART.

This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

#### 11.15 HOLDING OVER.

If Tenant shall hold over in the Premises at the expiration or earlier termination of the Term and fail to vacate the Premises upon demand by Landlord, Landlord may pursue any remedy provided for herein and/or by applicable law in connection with such holding over by Tenant. Without limiting the generality of the foregoing, Tenant shall be liable to Landlord for all direct and consequential damages arising out of such unapproved holding over, including, without limitation, claims by tenants entitled to future possession.

#### 11.16 TIME IS OF THE ESSENCE.

Time is of the essence of this Lease and all provisions contained herein.

#### 11.17 APPROVAL OF PLANS AND SPECIFICATIONS.

Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant Alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Building or Property or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Building or Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

#### 11.18 RELATIONSHIP.

Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

#### 11.19 BROKER'S FEE.

Binswanger of Florida, Inc is Tenant's Broker ("Binswanger") in this transaction and Landlord agrees to pay a 6% brokerage commission based upon total rent payable under the initial term of the lease (less build out costs, free rent, rent credits, etc.) to Binswanger. Landlord and Tenant acknowledge that Binswanger and Tenant have worked with Russell's Key Realty and will share the 6% commission pursuant to the terms of a separate agreement. Tenant and Landlord covenant and agree to hold harmless and indemnify each other from and against any and all costs, expenses (including reasonable attorneys' fees before trial, at trial, on appeal and in bankruptcy) or liability for any compensation, commissions, or charges claimed by any broker or agent claiming to have been engaged by or to have had dealings with the indemnifying party with respect to this Lease or the negotiation thereof. Binswanger shall be paid 50% of any commission owed at such time as the lease is signed and 50% upon Tenant's rent commencement. Landlord and Tenant have agreed to all contingencies, including but not limited to the agreement by Landlord and Tenant as to the final build out plan, including finishes, etc.

#### 11.20 WAIVER OF TRIAL BY JURY.

**LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.**

#### 11.21 RIDERS AND EXHIBITS.

The Abstract of Lease at the beginning of this Lease, as well as all Riders, Addenda, Schedules and Exhibits attached hereto shall be deemed to be a part hereof and are hereby incorporated.

11.22 TENANT ASSIGNMENT AND SUBLEASE. Tenant will not assign this Lease, in whole or in part, or sublease the Premises, in whole or in part, without the prior written consent of Landlord, which consent will not be unreasonably withheld, subject to Landlord's right of recapture set forth below, and in no event will Tenant be released from any obligation or liability under this Lease following any such assignment or sublease. No sublessee of the Premises or any portion thereof, may further assign or sublease its interest in the Premises or any portion thereof. If the rent due and payable by any assignee or sublessee under any permitted assignment or sublease exceeds the Rent payable under this Lease for such space, after subleasing costs, which include but are not limited to tenant improvements, rent concessions and commissions, then Tenant and Landlord shall share the profits equally. If profits remain Tenant will pay to Landlord all such excess rent and other excess consideration within ten (10) days following receipt thereof by Tenant. If Tenant requests Landlord's consent to an assignment or sublease, then Tenant shall provide Landlord with a written description of all terms and conditions of the proposed assignment, copies of the proposed documentation, and the following information about the proposed assignee or sublessee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial and other credit information; and general references sufficient to enable Landlord to determine the proposed assignee's or sublessee's creditworthiness and character. Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided that the proposed assignee or sublessee (a) is creditworthy, with a financial net worth equal to or greater than Tenant's net worth as of the date of this Lease, (b) has a good reputation in the business community, (c) does not engage in business similar to those of other tenants in the Building, and (d) is not another occupant of the Building; otherwise, Landlord may withhold its consent in its sole discretion.

Within fifteen (15) days after Landlord's receipt of Tenant's request for Landlord's consent to a proposed assignment or sublease, excluding any assignment or sublease to an affiliate of Tenant, Landlord shall have the right to require Tenant to reconvey to Landlord that portion of the Premises which Tenant is seeking to assign or sublet. Tenant shall reconvey that portion of the Premises in consideration of Landlord's release of Tenant from all future Rent and other obligations, which would not otherwise survive termination of the Lease, with respect to the portion of the Premises so reconveyed. Any such reconveyance shall be evidenced by an agreement reasonably acceptable to Landlord and Tenant in form and substance.

11.23 LANDLORD ASSIGNMENT. Landlord will have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Property and/or the Building. Any such sale, transfer or assignment will operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer provided that Landlord transfers Tenant's Security Deposit to its Assignee at the time of the assignment.

11.24 ATTORNEY'S FEES. In the event of any litigation arising out of this Lease, the prevailing party shall be entitled to an award of its court costs and attorney's fees, both at trial and on appeal.

11.25 INTENTIONALLY BLANK

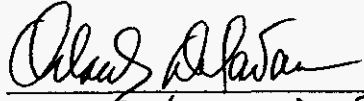
**[Signatures on Following Page]**

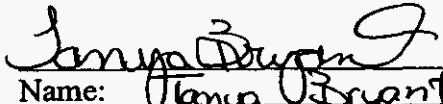
IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed in duplicate as of the date first above written by their respective duly authorized officers, agents or attorneys in fact as the case may be.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

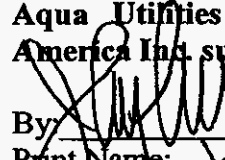
"Tenant"

WITNESSES:

  
Name: ORLANDO D. SANTANA

  
Name: Tampa Bryant

Aqua Utilities Florida, Inc., an Aqua  
America Inc. subsidiary.

By:   
Print Name: JOHN M. LIHARCIK  
Its: PRESIDENT

Date: DECEMBER 30, 2009

(Seal)

"Landlord"

SABAL 37, LLC  
a Florida limited liability company

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)



**EXHIBIT "A"**

**Premises**

EXHIBIT "B"

TENANT ACCEPTANCE LETTER

Date: \_\_\_\_\_

\_\_\_\_\_

Attn.: \_\_\_\_\_

Re: Lease Agreement ("Lease") dated \_\_\_\_\_, 2009, between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant")

Premises: \_\_\_\_\_

Please confirm the following information by filling in any spaces below, as applicable, and counter-signing this letter as provided below:

1. The Commencement Date (as defined in the Lease) occurred on \_\_\_\_\_.
2. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.
3. The Lease is in full force and effect and has not been modified, altered, or amended, except as follows [if none, state "None"]: \_\_\_\_\_.
4. There are no offsets or credits against Base Rent or Additional Rent (as defined in the Lease).

Very truly yours,

\_\_\_\_\_  
Landlord

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed to and accepted as of \_\_\_\_\_, 2010

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT "C"

### RULES AND REGULATIONS

1. Tenant shall not install or operate any machinery or apparatus other than usual small business machines without specific written approval of Landlord. No article deemed hazardous because of flammability and no explosive or other articles of an intrinsically hazardous nature shall be brought into the Building.
2. Tenant may change the locks to Premises. Upon any such occurrence, Tenant shall notify Landlord in writing of such change and provide Landlord with a set of keys to the locks. Upon termination of Lease, Tenant shall surrender to Landlord all keys to the Premises.
3. Tenant shall be permitted to move furniture and office furnishings into or out of the Building at their own risk only at such times and in such a manner designated by Landlord so as to cause the least inconvenience of other tenants. Any damage caused to the Premises or Building shall be repaired at the expense of Tenant.
4. Window coverings other than building standard, either inside or outside the windows, may not be installed without Landlord's prior written consent and must be furnished, installed and maintained at the expense of Tenant and at Tenant's risk, and must be of such shape, color, material, quality and design as may be prescribed by Landlord.
5. If Tenant desires additional telecommunications connections, or the installation of any other electrical wiring, Landlord will, upon receiving a written request from Tenant and at Tenant's expense, direct the electricians as to where and how the wires are to be introduced and run, and without such direction no boring, cutting or installation of wires will be permitted. Tenant shall not install or erect any satellite dish, antennae, aerial wires or any other equipment inside or outside the Premises and Building without in every instance obtaining prior written approval from Landlord.
6. The sidewalks, entrances, passages, courts, corridors, vestibules, halls, stairways and elevators (if any) in or about the Premises and Building shall not be obstructed or used for storage or for any purpose other than ingress and egress by Tenant.
7. Tenant shall not create or maintain a nuisance in the Premises nor make or permit any noise or odor or use or operate any electrical or electronic devices that emit loud sounds, air waves, or odors, that are objectionable to other tenants of this Building or any adjoining building or premises; nor shall the Premises be used for lodging or sleeping nor any immoral or illegal purpose that will violate any law, damage the Premises, or injure the reputation of the Building or Property. Tenant's use of the Premises shall at all times be consistent with the operation of the Building as a first-class office building.
8. Tenant and occupants shall observe and obey all parking and traffic regulations from time to time imposed by Landlord on the Premises, Building or Property. Landlord in all cases reserves the right to designate "no parking" zones, traffic right-of-ways and general parking area procedures. Failure of Tenant to comply with parking regulations will constitute a default of the Lease. Landlord may institute such measures for proper parking as are necessitated by conditions existing

at a particular time; including but not limited to towing, impounding and/or tagging of improperly parked vehicles, and instituting a control system to insure only properly authorized vehicles are parking in assigned areas.

9. Landlord reserves the right at all times to exclude newsboys, loiterers, vendors, solicitors and peddlers from the Building and Property as deemed necessary and to require registration, satisfactory identification and credentials from all persons seeking access to any part of the Building or Property. Landlord shall exercise its best judgment in executing such control but shall not be held liable for granting or refusing such access.

10. Any sign, letter, picture, notice, advertisement or the like installed within the Premises, which is visible from outside the Premises, shall be installed in such manner and be of such character and style as Landlord shall approve in writing. No sign, lettering, picture, notice, advertisement or the like shall be placed on any outside window or in a position to be visible from outside the building without prior written approval of the Landlord. Any sign shall comply will all rules, regulations and laws promulgated by the city of The Villages, Florida.

11. Tenant shall not use the name of the Building or Property for any purpose other than that of the business address of Tenant, and shall not use any picture or likeness of the Building or Property in any circulars, notices, advertisements or correspondence without Landlord's prior written consent.

12. No animals, pets, bicycles or skateboards or other vehicles shall be brought or permitted to be in the Premises or Building.

13. Tenant shall not make any room-to-room canvass to solicit business from other Tenants of the Building or Property.

14. Tenant shall not waste electricity, water or air conditioning, and shall cooperate fully with Landlord to assure the most effective and efficient operation of the Building. Tenant shall not adjust any common controls other than room thermostats installed for specific use. Tenant shall not tie, wedge, or otherwise fasten open any water faucet or outlet. Tenant shall keep all common corridor doors closed.

15. Tenant assumes full responsibility for protecting the Premises from theft, robbery, pilferage and other crimes. Except during Tenant's normal business hours, Tenant shall not prop open any common doors to the Building, and shall be liable for any loss caused by negligence thereto.

16. Tenant shall not overload any floor and shall not install any heavy objects, safes, business machines, files or other equipment without having received Landlord's prior written consent as to size, maximum weight, routing and location thereof. Safes, furniture, equipment, machines and other large or bulky, articles shall be brought through the Building and into and out of the Premises at such times and in such manner as the Landlord shall direct and at Tenant's sole risk and responsibility.

17. Tenant, its employees, agents, guests and invitees shall not in any manner deface or damage the Building and shall be responsible for any repairs required.

18. Tenant shall not use more electrical current from individual or collective circuits as is designated by the amperage rating of said circuits at the circuit breaker panels for Tenant's suite. Should Tenant exceed the safe capacity as designed and as stated on the circuit breakers for said circuits then Tenant shall bear the entire expense of modifications to adjust or increase the amperage for Tenant's safe and proper electrical consumption. Landlord's consent to such modifications to the electrical system shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.

19. Tenant, its employees, its invitees and guests shall not smoke in the Premises, Building or any common areas. Smoking is allowed in designated smoking areas only.

20. Tenant shall be responsible for any damage, including stoppage caused by failure to use the apparatus as instructed or for the purpose constructed done to any common area including but not limited to restrooms, elevators, stairways, hallways, lobby, sidewalks, parking lots and landscape areas, caused by Tenant, its licensees, guests, agents, contractors or invitees negligence or misuse.

21. Landlord reserves the right to establish rules and regulations which shall govern the access, activity, conduct and set specific rules and regulations with respect to contractors, subcontractors, agents or consultant which perform activities in the Building, Premises and or Property.

22. Landlord reserves the right to make such further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises and the preservation of good order therein. Any additional rules and regulations promulgated by Landlord shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of execution hereof. Tenant shall be responsible for the observance of all of the foregoing rules and regulations by Tenant's employees, agents, clients, customers, invitees and guests. Landlord shall not be responsible for any violation of the foregoing rules and regulations by other tenants of the Building and shall have no obligation to enforce the same against other tenants.

23. Tenant shall not conduct or permit any auctions or sales at the Premises or Property.

**EXHIBIT "D"**

**INITIAL CONSTRUCTION**

Landlord shall complete the initial improvement work to prepare the Premises for Tenant's use (the "Initial Construction"). The Initial Construction shall be completed pursuant to the attached plans and specifications to be provided at a later date.







## LEASE

BY THIS AGREEMENT made and entered into on May 24, 2010 between DALE E. BARTCH, TRUSTEE OF THE DALE E. BARTCH LIVING TRUST DATED JUNE 15, 1984, AS AMENDED, herein referred to as "Lessor", and AQUA UTILITIES FLORIDA, INC. herein referred to as "Lessee". Lessor leases to Lessee the real property and improvements hereinafter referred as "Premises", situated at:

Suite 1 2315 GRIFFIN RD  
LEESBURG, FL 34748

### Term and Rent

The term of this lease is for ~~FIVE (5) YEARS~~, commencing on ~~JUNE 1, 2010~~ and terminating on ~~MAY 30, 2015~~. Lessee agrees to pay without demand, to Lessor as rent for the premises, during the first year of this lease, a monthly rental of \$1000.00, (ONE THOUSAND AND 00/100 DOLLARS) plus applicable Sales Tax (7%), ~~in advance on the 1ST day of each month~~, during the first YEAR of this lease. The first and last months payments (\$2,140.00) TWO THOUSAND FORTY AND 00/100 and a (\$200.00) TWO HUNDRED AND NO/100 DOLLARS security deposit is paid on the execution of this agreement, receipt of which is acknowledged by Lessor. ~~The monthly rent shall increase on the anniversary date of this lease, JUNE 1 of each year, in the amount of a percentage equal to the percentage increase in the Bureau of Labor Statistics Consumer Price Index.~~ On JUNE 1 of each year, the increase shall take effect, during the term of the lease.

### Assignment and Subletting

Without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed, Lessee shall not assign this lease, or sublet or grant any concession of license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment of subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease. Lessee may assign or transfer this lease to any entity that controls or is under control of Lessee, or is merged or consolidated with Lessee.

### Condition of Premises

Lessee stipulates that it has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and in a safe, clean, and tenantable condition.

### Alteration and Improvements

Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease, however, Lessor has the option to require the Lessee to remove all or any alterations, in part or in whole, and require Lessee to restore demised premises to its "like rented" condition, and may request additional security deposit from the tenant to be held for such restoration, amount to be determined between both parties at time of request for written consent from Lessor.

### Repairs and Maintenance

The Lessor will maintain the exterior of the leased premises, including the roof and exterior walls, in good and substantial repair. The Lessee will maintain the interior of the leased premises, including the interior ceilings, walls, floors, fixtures, pipes, doors and windows, air conditioning and heating systems in good and substantial repair. Interior fixtures and pipes are those that project from the ceilings, walls and floor into the room; exterior fixtures and pipes include those concealed behind, over or under the interior ceilings, walls and floors. The agreements to repair and maintain in this paragraph do not apply to any damage caused by fire or other casualty. Lessee agrees to have the carpet professionally steam cleaned upon vacating, or agrees that the cost will be deducted from the security deposit.

### Destruction of Premises and Eminent Domain

In the event the leased premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Lessee, or if the same are taken by eminent domain, this lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a part only of the leased premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, the Lessor shall have the option to rebuild and repair the leased property or to terminate this lease. In such case, Lessor shall notify Lessee of this election within fifteen (15) days of the fire, storm, earthquake, or other casualty. If the Lessor elects to rebuild and repair the damaged portion, the rental shall abate in the proportion which the injured part bears to the whole leased premises, and such part so injured shall be restored by Lessor as speedily as practicable, and commence within forty five (45) days of the notice provided for in the preceding sentence. At the conclusion of the repair and rebuild, the full rent shall recommence and the lease shall continue according to its terms. A condemnation award shall belong exclusively to Lessor.

### Surrender of Premises

At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

### Warranties of Title and Quiet Possession

Lessor covenants that Lessor is seized of the demised premises in fee simple and has full right to make this lease and that Lessee shall have quiet and peaceable possession of the demised premises during the term thereof.

### Notices

All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail and addressed as follows:

TO LESSOR:           DALE E. BARTCH, GP KLBFLP  
                              2317 GRIFFIN ROAD  
                              LEESBURG, FL 34748

TO LESSEE:           AQUA UTILITIES FLORIDA, INC.  
                              JOHN M. LIHVARIK  
                              1240 CR 466, Suites 204 & 205  
                              Lady Lake, Florida 32159

### Liens

Lessee shall keep all of the premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialsmen's, and other liens for or arising out of or in connection with work of labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessor and all of the premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereto. Lessee shall give Lessor written notice no less than fifteen days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS in order that Lessor may post appropriate notices of Lessor's nonresponsibility.

### Taxes and Insurance

Lessor shall pay the ad valorem taxes levied against the premises. Lessee is solely responsible to insure any/all personal property. Lessor is not responsible for any loss of inventory, machinery, or personal possessions of any kind arising from any/all perils. Any/all flood or water damage coverage is the sole responsibility of the tenant.

### Indemnification of Lessor

Except for loss, injury, death or damage to persons or property sustained as a result of Lessor's breach of this lease or Lessor's negligence, Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on, or about the same, whether such loss, injury, death, or damages shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage.

#### Breach or Default

Lessee shall have breached this lease and shall be considered in default hereunder if (1) Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or makes an assignment for the benefit of creditors, (2) involuntary proceedings are instituted against Lessee under any bankruptcy act. (3) Lessee fails to pay any rent when due and does not make the delinquent payment within fifteen (15) days after receipt of notice thereof from Lessor, or (4) Lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues, without written objection by Lessee, for a period of fifteen (15) days after receipt of notice thereof from Lessor.

#### Insurance

Lessee shall, at its own expense, at all times during the term of this lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers approved by Lessor, which will insure Lessor against liability for injury to or death of persons or loss or damage to property occurring in or about the demised premises. The liability under such insurance shall not be less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS for any one person killed or injured, and TWO MILLION AND NO/100 (\$2,000,000.00), for any one accident and FIFTY THOUSAND AND NO/100 (\$50,000) property damage. Lessee agrees to include Lessor under this policy as an insured.

#### Default

In the event of any default hereunder by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to reenter, as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided by law, this lease shall terminate. Lessor shall relet the premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Lessor in its sole discretion may deem advisable with a right to make alterations and repairs to the premises: Lessor acknowledges its duty to mitigate its damages. On each such reletting (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereunder, for the expense of such reletting and the amount, if any, by which the rent reserved in this lease for the period of such reletting exceeds the amount agreed to be paid as rent for the demised

premises for such period on such reletting; or (b) at the option of Lessor, rents received by Lessor from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder, third, to the payment of any expenses of such reletting and of such alteration and repairs; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Lessor may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the premises, and the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises from the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

#### Trash

Lessee will maintain all waste or trash in an inconspicuous manner. Refuse may not be stored. Lessee shall be responsible for disposing of all items on a weekly basis in accordance with applicable laws, codes, rules and regulations.

#### Parking

Parking usage shall be reasonable and not cause inconvenience to other tenants.

#### Lessors Access To Leased Premises

It is understood and agreed that Lessor shall have the privilege of inspecting the premises when deemed necessary by the Lessor, with proper notice to tenant and shall have immediate access to the property in any emergency.

#### Personal Property

Lessee is fully responsible for all of their personal property on the premises. It is the Lessees responsibility to carry renters insurance to cover loss.

#### Late Payment Fee

A penalty payment of 5% OF TOTAL AMOUNT DUE will be imposed on the fifteenth (15th) day following the monthly rent due date if said payment has not been received by Lessee.

#### Holding Over

If Lessee has not notified the Lessor of their intent to renew or vacate and continues in possession of the unit after the anniversary date of the lease, the rental amount will be determined by the Lessor and the Lessee will give no less than 30 days notice of intent to vacate.

#### Utilities

Lessee shall be responsible for arranging for and paying for all utility services required on the premises.

Code

Lessor acknowledges that Lessee shall utilize the building as warehouse space. Lessor warrants that the area being leased by Lessee complies with all applicable state and local codes and zoning regulations for such occupancy, including fire codes. Lessee will be responsible for the placement and certification of required safety and fire devices.

Option to Renew

Lessee will have the option to renew this lease for an additional five (5) year period, upon the same terms and conditions as this lease.

Attorney's Fees

If any action at law or in equity shall be brought to recover any rent under this lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this lease, or for the recovery of the possession of the demised premises, the Lessor shall be entitled to recover from the Lessee as part of the Lessor's costs and reasonable attorneys' fees, whether at trial, on appeal, in any proceedings to collect or enforce any judgment, and in any proceedings in bankruptcy or insolvency, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered. This Lease shall be governed by the laws of the State of Florida, and venue for any action or proceeding arising out of this Lease shall be in Lake County, Florida.

Entire Agreement

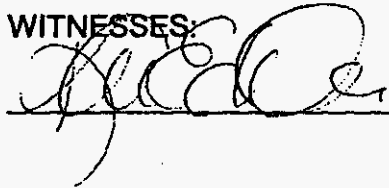
This Lease sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Lease and to have been extinguished except to the extent specifically set forth herein. This Lease may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Lease, and each party hereby waives all rights, claims and causes of action based on any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Lease.

Time of the Essence


Time is of the essence for each and every covenant, term, condition and provision hereof.


IN WITNESS WHEREOF, the parties have executed this lease at Lake County, Florida, the day and year first above written.

WITNESSES:

  
\_\_\_\_\_

Mary Day  
\_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
AQUA UTILITIES FLORIDA, INC.  
OFFICER: JOHN M. LIHOVICK (print)  
TITLE: PRESIDENT

  
\_\_\_\_\_  
DALE E BARTCH, GP  
~~KRISTEN L. BARTCH FAMILY LIMITED~~  
~~PARTNERSHIP~~



Aqua Utilities Florida, Inc.  
Docket No. 100330-WS

Chemical Expense Reduction

Normalization Adjustments

07/15/10

Adjustments for Chemical costs:

MFR Code	Mfr Name	Tab Name	Row	Wtr Adjmnt	Swr Adjmnt	Tot Adjmnt
AUF-W1	AUF-W1	AUF-W1	1	(2,407.06)		
AUF-W2	AUF-W2	AUF-W2	1	(1,289.27)		
AUF-W3	AUF-W3	AUF-W3	1	(982.78)		
AUF-W4	AUF-W4	AUF-W4	1	(4,639.01)		
AUF-S1	AUF-S1	AUF-S1	2		(1,320.24)	
AUF-S2	AUF-S2	AUF-S2	2		(6,762.86)	
AUF-S3	AUF-S3	AUF-S3	2		(313.07)	
AUF-S4	AUF-S4	AUF-S4	2		(796.15)	
BrzHI	BrzHI	BrzHI-W	1	(68.28)		
BrzHI	BrzHI	BrzHI-S	2		(167.39)	
FwyMP	FwyMP	FwyMP-W	1	(315.96)		
FwyMP	FwyMP	FwyMP-S	2		(489.71)	
PcRvr	PcRvr	PcRvr-W	1	(124.44)		
PcRvr	PcRvr	PcRvr-S	2		(241.24)	
Totals				(9,826.80)	(10,090.66)	(19,917.46)

# **DUMONT**

December 9, 2009

Aqua Utilities Florida, Inc  
ATTN: Harry Householder  
1100 Thomas Ave.  
Leesburg, FL 34748

Dear Harry,

Enclosed you will find two executed copies of our proposed agreement. Let me know if you have any problems with the wording; I pulled everything from the proposal letter, so think it will all be as agreed.

We are already ordering tanks and making our plans for the transition. As soon as you have approved this we will begin contacting your Regional Managers and scheduling tank change outs.

Look forward to work with you and your organization. Thanks.

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, located below the main body of text.

# **DUMONT**

## **Agreement for Providing Chemical Services**

The Dumont Company, Inc (Dumont) proposes to provide services to Aqua Utilities Florida, Inc. (Aqua Utilities) as described below:

Dumont will provide and install all tanks and drums that may be required for all facilities during the term of the contract. All tanks will be an opaque 1.9 density heavy duty polyethylene material with UV inhibitors blended in the resin. To begin services, Dumont will be furnishing 8-500 gallon tanks, 9-350 gallon tanks, 2-300 gallon tanks, 18-165 gallon tanks, 8-100 gallon tanks and 71-55 gallon drums. Containments will be furnished for all tanks where a reportable spill is possible (over 100 gallons).

The tanks have all been weigh-tested to determine the volume of bleach in every column inch of each tank. A label will be attached to each tank showing the amount of bleach expressed in gallons that is contained in a column inch for that specific tank style based on the weigh-testing. Inch tape will be attached to the side of each tank and will be used to determine the amount of product delivered on each visit.

A delivery ticket showing proof of delivery will be left at each site. It will document the beginning inch tape reading, the final inch tape reading and the billable difference. An invoice matching this delivery ticket will be sent to your billing address for each delivery. Records are then kept in the computer by delivery site so that we can provide usage and delivery frequency information in a variety of reporting formats. These reports can be sent on a predetermined schedule or as requested by your management team.

Dumont will be furnishing Odyssey Ultra Chlor Sodium Hypochlorite, 12.5% to all of your sites. All sites will be covered by our Clean Tank warranty which is attached.

Dumont will work with your operators to establish a specific delivery pattern for each of your plants within the framework of our current delivery schedule. Attached you will find a copy of our Delivery Calendar; one of these will be posted on site in close proximity to the tanks and one will be given to the plant operator for his use off site.


Dumont will provide emergency deliveries as needed. Our 800 number is answered 24/7 and after hours a real person answering service is in place. You will be in contact with someone from our management team within minutes. We are prepared to make an emergency delivery at any time including weekends and holidays, if it is required to keep your facility from running out of chemicals.

Dumont will be responsible for all labor required to transition your plants from the current supplier. We will closely communicate and coordinate our activities with the plant operator. We will make every effort to move as fast as possible to complete this transition and estimate that it will be completed within four weeks maximum from the time you give us the approval.

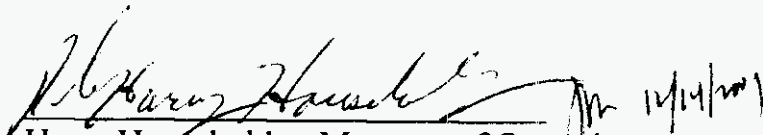
In return for these services, Aqua Utilities agrees to pay a price of \$1.30 per gallon for the Sodium Hypochlorite. There will be no added delivery fee or service charge to this amount. This price will be guaranteed for a period of 36 months.

In addition, Aqua Utilities recognizes that Dumont is a full service provider of all water treatment chemicals and agrees that over the course of this contract it will allow Dumont to present proposals on the other chemicals that are used or may be used in the future at the various Aqua Utilities sites. In the event that Aqua Utilities finds that it is in their interest to accept these proposals, the chemicals will be added to this contract by an Addendum describing the detailed services and pricing.

As evidence of their agreement on the above conditions, the parties have recorded their signatures below:

  
Ronald Cartwright, President  
The Dumont Company, Inc.

Date: 12-9-09

  
Harry Householder, Manager of Operations  
Aqua Utilities Florida, Inc.

Date: 12/14/09

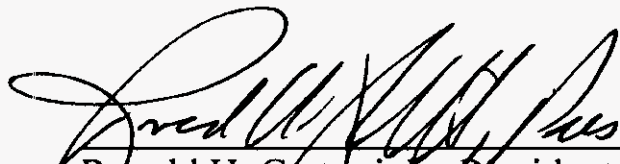
**DUMONT**

## Clean Tank Guarantee

Dumont guarantees that when a tank is filled with Odyssey's Ultra Chlor Sodium Hypochlorite that there will never be anything at the bottom of your tank except the highest quality bleach on the market.

Should you ever get any build up of any kind on the bottom of your tank, Dumont will pump out the contaminated product and clean your tank at our expense. Then we will refill your tank with fresh Ultra Chlor at no cost to you.

The only requirement to keep this guarantee in force is that you not put anything in your tank other than Odyssey's Ultra Chlor Sodium Hypochlorite.



Ronald H. Cartwright, President  
The Dumont Company, Inc.

# **DUMONT**

## Delivery Calendar

Call us today for all your chemical needs!

CHEMICALS THAT ENHANCE  
THE QUALITY OF WATER

**1-800-330-1369**

Customer: \_\_\_\_\_

### 2010

JANUARY							FEBRUARY							MARCH									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	E	S			
4					1	2	1		1	2	3	4	5	6	5		1	2	3	4	5	6	
5	3	4	5	6	7	8	9	2	7	8	9	10	11	12	13	6	7	8	9	10	11	12	13
6	10	11	12	13	14	15	16	3	14	15	16	17	18	19	20	7	14	15	16	17	18	19	20
7	17	18	19	20	21	22	23	4	21	22	23	24	25	26	27	8	21	22	23	24	25	26	27
8	24	25	26	27	28	29	30		28						1	28	29	30	31				
	31																						

APRIL							MAY							JUNE									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
1					1	2	3	2						1	2			1	2	3	4	5	
2	4	5	6	7	8	9	10	6	2	3	4	5	6	7	8	3	6	7	8	9	10	11	12
3	11	12	13	14	15	16	17	7	9	10	11	12	13	14	15	4	13	14	15	16	17	18	19
4	18	19	20	21	22	23	24	8	16	17	18	19	20	21	22	5	20	21	22	23	24	25	26
5	25	26	27	28	29	30		1	23	24	25	26	27	28	29	6	27	28	29	30			
								2	30	31													

JULY							AUGUST							SEPTEMBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
6					1	2	3	3	1	2	3	4	5	6	7	7				1	2	3	4
7	4	5	6	7	8	9	10	4	8	9	10	11	12	13	14	8	5	6	7	8	9	10	11
8	11	12	13	14	15	16	17	5	15	16	17	18	19	20	21	1	12	13	14	15	16	17	18
1	18	19	20	21	22	23	24	6	22	23	24	25	26	27	28	2	19	20	21	22	23	24	25
2	25	26	27	28	29	30	31	7	29	30	31				3	26	27	28	29	30			

OCTOBER							NOVEMBER							DECEMBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
3					1	2	8		1	2	3	4	5	6	4				1	2	3	4	
4	3	4	5	6	7	8	9	1	7	8	9	10	11	12	13	5	5	6	7	8	9	10	11
5	10	11	12	13	14	15	16	2	14	15	16	17	18	19	20	6	12	13	14	15	16	17	18
6	17	18	19	20	21	22	23	3	21	22	23	24	25	26	27	7	19	20	21	22	23	24	25
7	24	25	26	27	28	29	30	4	28	29	30				8	26	27	28	29	30	31		
	31																						

For more information, visit our website at [www.dumontchemicals.com](http://www.dumontchemicals.com)



Aqua Utilities Florida, Inc.  
Docket No. 100330-WS

Pasco County

Palm Terrace  
Purchased Water

Zephyr Shores  
Purchased Wastewater

Adjustments

PALM TERRACE (6429)  
PURCHASED WATER PASS-THROUGH  
12 Months Ended April 20, 2010

OLD RATES								
	Previous	Present	Usage	Cons Rate	Surcharge Rate	Water Service		
	Reading	Reading				Cons	Surcharge	Total
5/22/2009	30,564	36,649	6,085	3.72		22,636.20	-	22,636.20
6/23/2009	36,649	41,460	4,811	3.72		17,896.92	-	17,896.92
7/23/2009	41,460	46,309	4,849	3.72		18,038.28	-	18,038.28
8/24/2009	46,309	52,384	6,075	3.72		22,599.00	-	22,599.00
9/23/2009	52,384	56,598	4,214	3.72		15,676.08	-	15,676.08
10/26/2009	56,598	61,712	5,114	3.76		19,228.64	-	19,228.64
11/25/2009	61,712	66,252	4,540	3.76		17,070.40	-	17,070.40
12/24/2009	66,252	71,333	5,081	3.76		19,104.56	-	19,104.56
1/25/2010	71,333	75,683	4,350	3.76		16,356.00	-	16,356.00
2/23/2010	75,683	80,965	5,282	3.76		19,860.32	-	19,860.32
3/23/2010	80,965	84,952	3,987	3.76		14,991.12	-	14,991.12
4/23/3010	84,952	89,565	4,613	3.76		17,344.88	-	17,344.88
			59,001			220,802.40	-	220,802.40

NEW RATES								
	Previous	Present	Usage	Cons Rate	Surcharge Rate	Water Service		
	Reading	Reading				Cons	Surcharge	Total
5/22/2009	30,564	36,649	6,085	3.76	0.68	22,879.60	4,137.80	27,017.40
6/23/2009	36,649	41,460	4,811	3.76	0.68	18,089.36	3,271.48	21,360.84
7/23/2009	41,460	46,309	4,849	3.76	0.68	18,232.24	3,297.32	21,529.56
8/24/2009	46,309	52,384	6,075	3.76	0.68	22,842.00	4,131.00	26,973.00
9/23/2009	52,384	56,598	4,214	3.76	0.68	15,844.64	2,865.52	18,710.16
10/26/2009	56,598	61,712	5,114	3.76	0.68	19,228.64	3,477.52	22,706.16
11/25/2009	61,712	66,252	4,540	3.76	0.68	17,070.40	3,087.20	20,157.60
12/24/2009	66,252	71,333	5,081	3.76	0.68	19,104.56	3,455.08	22,559.64
1/25/2010	71,333	75,683	4,350	3.76	0.68	16,356.00	2,958.00	19,314.00
2/23/2010	75,683	80,965	5,282	3.76	0.68	19,860.32	3,591.76	23,452.08
3/23/2010	80,965	84,952	3,987	3.76	0.68	14,991.12	2,711.16	17,702.28
4/23/3010	84,952	89,565	4,613	3.76	0.68	17,344.88	3,136.84	20,481.72
			59,001			221,843.76	40,120.68	261,964.44

	New	261,964.44
	Old	220,802.40
<b>Normalization Adjustment</b>	Increase	<b>41,162.04</b> AUF-W4
	<b>% Increase</b>	<b>18.64%</b>

ANNUALIZED OLD RATES - NORMALIZED								
	Previous	Present	Usage	Cons Rate	Surcharge Rate	Water Service		
	Reading	Reading				Cons	Surcharge	Total
5/22/2009	30,564	36,649	6,085	3.76		22,879.60	-	22,879.60
6/23/2009	36,649	41,460	4,811	3.76		18,089.36	-	18,089.36
7/23/2009	41,460	46,309	4,849	3.76		18,232.24	-	18,232.24
8/24/2009	46,309	52,384	6,075	3.76		22,842.00	-	22,842.00
9/23/2009	52,384	56,598	4,214	3.76		15,844.64	-	15,844.64
10/26/2009	56,598	61,712	5,114	3.76		19,228.64	-	19,228.64
11/25/2009	61,712	66,252	4,540	3.76		17,070.40	-	17,070.40
12/24/2009	66,252	71,333	5,081	3.76		19,104.56	-	19,104.56
1/25/2010	71,333	75,683	4,350	3.76		16,356.00	-	16,356.00
2/23/2010	75,683	80,965	5,282	3.76		19,860.32	-	19,860.32
3/23/2010	80,965	84,952	3,987	3.76		14,991.12	-	14,991.12
4/23/3010	84,952	89,565	4,613	3.76		17,344.88	-	17,344.88
			59,001			221,843.76	-	221,843.76

PRO FORMA NEW RATES								
	Previous	Present	Usage	Cons Rate	Surcharge Rate	Water Service		
	Reading	Reading				Cons	Surcharge	Total
5/22/2009	30,564	36,649	6,085	3.80	0.68	23,123.00	4,137.80	27,260.80
6/23/2009	36,649	41,460	4,811	3.80	0.68	18,281.80	3,271.48	21,553.28
7/23/2009	41,460	46,309	4,849	3.80	0.68	18,426.20	3,297.32	21,723.52
8/24/2009	46,309	52,384	6,075	3.80	0.68	23,085.00	4,131.00	27,216.00
9/23/2009	52,384	56,598	4,214	3.80	0.68	16,013.20	2,865.52	18,878.72
10/26/2009	56,598	61,712	5,114	3.80	0.68	19,433.20	3,477.52	22,910.72
11/25/2009	61,712	66,252	4,540	3.80	0.68	17,252.00	3,087.20	20,339.20
12/24/2009	66,252	71,333	5,081	3.80	0.68	19,307.80	3,455.08	22,762.88
1/25/2010	71,333	75,683	4,350	3.80	0.68	16,530.00	2,958.00	19,488.00
2/23/2010	75,683	80,965	5,282	3.80	0.68	20,071.60	3,591.76	23,663.36
3/23/2010	80,965	84,952	3,987	3.80	0.68	15,150.60	2,711.16	17,861.76
4/23/3010	84,952	89,565	4,613	3.80	0.68	17,529.40	3,136.84	20,666.24
			59,001			224,203.80	40,120.68	264,324.48

	New	264,324.48	
	Old	221,843.76	
Pro Forma Adjustment	Increase	42,480.72	AUF-W4
	% Increase	19.15%	

ZEPHYR SHORES (6432)  
 PURCHASED WASTEWATER PASS-THROUGH  
 12 Months Ended April 20, 2010

OLD RATES								
	Previous	Present	Usage	Cons	Surcharge	Wastewater Service		
	Reading	Reading				Rate	Rate	Cons
5/22/2009	72,441	73,780	1,339	3.47	1.00	4,646.33	1,339.00	5,985.33
6/23/2009	73,780	73,780	-	3.47	1.00	-	-	-
7/23/2009	73,780	74,280	500	3.47	1.00	1,735.00	500.00	2,235.00
8/24/2009	74,280	74,780	500	3.47	1.00	1,735.00	500.00	2,235.00
9/23/2009	74,780	75,090	310	3.47	1.00	1,075.70	310.00	1,385.70
10/26/2009	75,090	75,788	698	3.50	1.00	2,443.00	698.00	3,141.00
11/25/2009	75,788	76,232	444	3.50	1.00	1,554.00	444.00	1,998.00
12/24/2009	76,232	76,926	694	3.50	1.00	2,429.00	694.00	3,123.00
1/25/2010	76,926	77,550	624	3.50	1.00	2,184.00	624.00	2,808.00
2/23/2010	77,550	78,331	781	3.50	1.00	2,733.50	781.00	3,514.50
3/23/2010	78,331	79,763	1,432	3.50	1.00	5,012.00	1,432.00	6,444.00
4/23/3010	79,763	80,514	751	3.50	1.00	2,628.50	751.00	3,379.50
						<u>28,176.03</u>		<u>36,249.03</u>

NEW RATES								
	Previous	Present	Usage	Cons	Surcharge	Wastewater Service		
	Reading	Reading				Rate	Rate	Cons
5/22/2009	72,441	73,780	1,339	3.50	1.00	4,686.50	1,339.00	6,025.50
6/23/2009	73,780	73,780	-	3.50	1.00	-	-	-
7/23/2009	73,780	74,280	500	3.50	1.00	1,750.00	500.00	2,250.00
8/24/2009	74,280	74,780	500	3.50	1.00	1,750.00	500.00	2,250.00
9/23/2009	74,780	75,090	310	3.50	1.00	1,085.00	310.00	1,395.00
10/26/2009	75,090	75,788	698	3.50	1.00	2,443.00	698.00	3,141.00
11/25/2009	75,788	76,232	444	3.50	1.00	1,554.00	444.00	1,998.00
12/24/2009	76,232	76,926	694	3.50	1.00	2,429.00	694.00	3,123.00
1/25/2010	76,926	77,550	624	3.50	1.00	2,184.00	624.00	2,808.00
2/23/2010	77,550	78,331	781	3.50	1.00	2,733.50	781.00	3,514.50
3/23/2010	78,331	79,763	1,432	3.50	1.00	5,012.00	1,432.00	6,444.00
4/23/3010	79,763	80,514	751	3.50	1.00	2,628.50	751.00	3,379.50
			8,073			<u>28,255.50</u>		<u>36,328.50</u>

	New	36,328.50
	Old	36,249.03
<b>Normalization Adjustment</b>	Increase	<b>79.47 AUF-S2</b>
	<b>% Increase</b>	<b><u>0.22%</u></b>

ZEPHYR SHORES (6432)  
 PURCHASED WASTEWATER PASS-THROUGH  
 12 Months Ended May 31, 2009

OLD RATES								
	Previous	Present	Usage	Cons	Surcharge	Wastewater Service		
	Reading	Reading				Rate	Rate	Cons
5/22/2009	72,441	73,780	1,339	3.50	1.00	4,686.50	1,339.00	6,025.50
6/23/2009	73,780	73,780	-	3.50	1.00	-	-	-
7/23/2009	73,780	74,280	500	3.50	1.00	1,750.00	500.00	2,250.00
8/24/2009	74,280	74,780	500	3.50	1.00	1,750.00	500.00	2,250.00
9/23/2009	74,780	75,090	310	3.50	1.00	1,085.00	310.00	1,395.00
10/26/2009	75,090	75,788	698	3.50	1.00	2,443.00	698.00	3,141.00
11/25/2009	75,788	76,232	444	3.50	1.00	1,554.00	444.00	1,998.00
12/24/2009	76,232	76,926	694	3.50	1.00	2,429.00	694.00	3,123.00
1/25/2010	76,926	77,550	624	3.50	1.00	2,184.00	624.00	2,808.00
2/23/2010	77,550	78,331	781	3.50	1.00	2,733.50	781.00	3,514.50
3/23/2010	78,331	79,763	1,432	3.50	1.00	5,012.00	1,432.00	6,444.00
4/23/3010	79,763	80,514	751	3.50	1.00	2,628.50	751.00	3,379.50
						<u>28,255.50</u>		<u>36,328.50</u>

NEW RATES								
	Previous	Present	Usage	Cons	Surcharge	Wastewater Service		
	Reading	Reading				Rate	Rate	Cons
5/22/2009	72,441	73,780	1,339	3.54	1.00	4,740.06	1,339.00	6,079.06
6/23/2009	73,780	73,780	-	3.54	1.00	-	-	-
7/23/2009	73,780	74,280	500	3.54	1.00	1,770.00	500.00	2,270.00
8/24/2009	74,280	74,780	500	3.54	1.00	1,770.00	500.00	2,270.00
9/23/2009	74,780	75,090	310	3.54	1.00	1,097.40	310.00	1,407.40
10/26/2009	75,090	75,788	698	3.54	1.00	2,470.92	698.00	3,168.92
11/25/2009	75,788	76,232	444	3.54	1.00	1,571.76	444.00	2,015.76
12/24/2009	76,232	76,926	694	3.54	1.00	2,456.76	694.00	3,150.76
1/25/2010	76,926	77,550	624	3.54	1.00	2,208.96	624.00	2,832.96
2/23/2010	77,550	78,331	781	3.54	1.00	2,764.74	781.00	3,545.74
3/23/2010	78,331	79,763	1,432	3.54	1.00	5,069.28	1,432.00	6,501.28
4/23/3010	79,763	80,514	751	3.54	1.00	2,658.54	751.00	3,409.54
			8,073			<u>28,578.42</u>		<u>36,651.42</u>

	New	36,651.42
	Old	36,328.50
<b>Pro Forma Adjustment</b>	Increase	<b>322.92 AUF-S2</b>
	<b>% Increase</b>	<b>0.89%</b>

Pasco County Utilities  
 14236 Sixth Street  
 Dade City, FL 33523  
 (352) 521-4285

PASCO COUNTY UTILITIES  
 RATES AND CHARGES  
 EFFECTIVE OCTOBER 1, 2009  
 e-mail: [utilcustserv@pascocountyfl.net](mailto:utilcustserv@pascocountyfl.net)

Pasco County Utilities  
 7508 Little Road - P.O. Box 2139  
 New Port Richey, FL 34656-2139  
 New Port Richey (727) 847-8131  
 Land O' Lakes (813) 996-7341, Ext. 8131

<u>Meter Size</u>	<u>Installation</u>	<u>Relocation</u>	<u>Calibration</u>	<u>Water Wet Tap</u> <sup>1</sup>	<u>Sewer Wet Tap</u> <sup>1A</sup>	<u>Owner Deposit</u>	<u>Tenant Deposit</u>	<u>Water</u> <sup>2</sup>	<u>Sewer</u> <sup>3</sup>
5/8" to 3/4"	\$258.00	\$227.00	\$ 93.00	\$ 320.00	N/A	\$120.00	\$149.00	\$ 7.16	\$ 14.18
1"	\$296.00	Actual Cost	\$ 93.00	\$ 353.00	N/A	\$125.00	\$155.00	\$ 17.91	\$ 33.45
1 1/2"	\$539.00	Actual Cost	\$121.00	\$ 517.00	N/A	\$140.00	\$174.00	\$ 35.80	\$ 70.90
2"	\$565.00	Actual Cost	\$121.00	\$1,054.00	\$851.00	\$165.00	\$205.00	\$ 57.28	\$ 113.44
3"	N/A	Actual Cost	\$136.00	\$ 347.00		\$205.00	\$255.00	\$ 107.40	\$ 212.70
4"	N/A	Actual Cost	Actual Cost	\$ 347.00		\$270.00	\$335.00	\$ 179.00	\$ 354.50
6"	N/A	Actual Cost	Actual Cost	\$ 347.00		\$370.00	\$459.00	\$ 358.00	\$ 709.00
8"	N/A	Actual Cost	Actual Cost	\$ 347.00		\$500.00	\$621.00	\$ 572.80	\$1,134.40
10"	N/A	Actual Cost	Actual Cost	\$ 347.00		\$621.00	\$771.00		
12"	N/A	Actual Cost	Actual Cost	\$ 347.00		\$771.00	\$957.00		

**Water Charges:**

1,000 to 6,000 gallons	\$2.34 per 1,000 gallons
6,001 to 9,000 gallons	\$3.16 per 1,000 gallons
9,001 to 15,000 gallons	\$4.00 per 1,000 gallons
15,001 and over	\$4.82 per 1,000 gallons

**Other Service Fees and Charges:**

Turn on/turn off service (scheduled 24 hours in advance)	\$ 43.00
Turn on/turn off service (emergency)	\$ 55.00
Emergency service call (after hours)	\$134.00
Meter reading request (special)	\$ 43.00 <sup>4</sup>
Reconnection after turn off for nonpayment	\$ 53.00

**Sludge Processing:** \$114.26 per 1,000 gallons

**Septage:** \$56.60 per each 1,000 gallons

**Sewer Charges:**

Base rate plus \$3.93 per each 1,000 gallons of metered water.  
 Maximum monthly residential sewer (capped 10,000 gallons) \$53.48  
 Sewer only customers with no water meter \$53.48  
 There is no maximum sewer charge on commercial accounts.

**Bulk Wastewater:** \$3.50 per 1,000 gallons (water or sonic sewer meter)  
 \$4.50 per 1,000 gallons (includes a \$1.00 Capital Recovery Surcharge)

**Bulk Water:**

\$3.76 per 1,000 gallons (without storage)  
 \$3.49 per 1,000 gallons (with storage)

**Residential Reuse Irrigation:**

\$15.12 Monthly without meter (includes \$7.84 Back Flow charge)  
 \$ 7.28 Monthly with meter (\$0.36 per 1,000 gallons upon AMR install completion)

**Residential Reuse System Connection:**

\$268.00 Service charge (includes installation of reuse box and backflow-prevention device)

**Bulk Reuse Irrigation:** \$0.73 per 1,000 gallons

**Commercial Backflow Inspection:** \$90.96 per year (\$7.58 monthly)

**Fire Hydrant Installation:** \$4,475.00

**Fire Hydrant Service:** \$12.33 per hydrant per month

**Fire Hydrant Flow Test:** \$71.00

**Fire Line Service (no meter):** Flat fee based on size of service (monthly):

2" and under	\$2.89	6"	\$18.04
3"	\$5.40	8"	\$28.84
4"	\$9.02	10"	\$41.46

<sup>1</sup> County provides labor and materials up to a 2" tap. <sup>1A</sup> Over a 2" tap, the customer provides labor and materials; the County performs the tap and will charge actual cost.

<sup>2</sup> Minimum monthly water bill.

<sup>3</sup> Minimum monthly sewer bill.

<sup>4</sup> When original meter reading was correct.

Pasco County Utilities  
 14236 Sixth Street  
 Dade City, FL 33523  
 (352) 521-4285, Ext. 8131

Pasco County Utilities  
**RATES AND CHARGES**  
 EFFECTIVE OCTOBER 1, 2010  
 e-mail: [utilcustserv@pascocountyfl.net](mailto:utilcustserv@pascocountyfl.net)

Pasco County Utilities  
 7508 Little Road - P.O. Box 2139  
 New Port Richey, FL 34656-2139  
 New Port Richey (727) 847-8131  
 Land O' Lakes (813) 235-6012 Ext. 8131

<u>Meter Size</u>	<u>Installation</u>	<u>Relocation</u>	<u>Calibration</u>	<u>Water Wet Tap<sup>1</sup></u>	<u>Sewer Wet Tap<sup>1A</sup></u>	<u>Owner Deposit</u>	<u>Tenant Deposit</u>	<u>Water<sup>2</sup></u>	<u>Sewer<sup>3</sup></u>
5/8" to 3/4"	\$267.00	\$237.00	\$ 98.00	\$ 334.00	N/A	\$120.00	\$149.00	\$ 7.23	\$ 14.32
1"	\$306.00	Actual Cost	\$ 98.00	\$ 368.00	N/A	\$125.00	\$155.00	\$ 18.08	\$ 35.80
1 1/2"	\$557.00	Actual Cost	\$126.00	\$ 537.00	N/A	\$140.00	\$174.00	\$ 36.15	\$ 71.60
2"	\$584.00	Actual Cost	\$126.00	\$1,093.00	\$880.00	\$165.00	\$205.00	\$ 57.84	\$ 114.56
3"	N/A	Actual Cost	\$126.00	\$ 361.00		\$205.00	\$255.00	\$ 108.45	\$ 214.80
4"	N/A	Actual Cost	\$142.00	\$ 361.00		\$270.00	\$335.00	\$ 180.75	\$ 358.00
6"	N/A	Actual Cost	\$142.00	\$ 361.00		\$370.00	\$459.00	\$ 361.50	\$ 716.00
8"	N/A	Actual Cost	\$142.00	\$ 361.00		\$500.00	\$621.00	\$ 578.40	\$1,145.60
10"	N/A	Actual Cost	\$142.00	\$ 361.00		\$621.00	\$771.00		
12"	N/A	Actual Cost	\$142.00	\$ 361.00		\$771.00	\$957.00		

**Water Charges:**

1,000 to 6,000 gallons	\$2.40 per 1,000 gallons
6,001 to 9,000 gallons	\$3.24 per 1,000 gallons
9,001 to 15,000 gallons	\$4.10 per 1,000 gallons
>15,001 and over	\$4.95 per 1,000 gallons

**Other Service Fees and Charges:**

Turn on/turn off service (scheduled 24 hours in advance)	\$ 45.00
Turn on/turn off service (emergency)	\$ 57.00
Emergency service call (after hours)	\$141.00
Meter reading request (special)	\$ 45.00 <sup>4</sup>
Reconnection after turn off for nonpayment	\$ 55.00
AMR Installation	\$125.00

**Sludge Processing:** \$122.73 per 1,000 gallons

**Septage:** \$57.17 per each 1,000 gallons

**Grease Inspection:** \$67.00 per inspection

**Sewer Charges:**

Base rate plus \$3.97 per each 1,000 gallons of metered water.  
 Maximum monthly residential sewer (capped 10,000 gallons) \$54.02  
 Sewer only customers with no water meter \$54.02  
 There is no maximum sewer charge on commercial accounts.

**Bulk Wastewater:** \$4.54 per 1,000 gallons (water or sonic sewer meter)  
 (includes a \$1.00 Capital Recovery Surcharge)

**Bulk Water:**

\$3.80 per 1,000 gallons (without storage) \*  
 \$3.52 per 1,000 gallons (with storage) •

\* (plus a \$.68 Capital Recovery Surcharge when applicable)

**Residential Reuse Irrigation:**

\$15.27 Monthly without meter (includes \$7.92 Back Flow charge)  
 \$ 7.35 Monthly with meter (\$0.38 per 1,000 gallons upon AMR install completion)

**Residential Reuse System Connection:**

\$287.00 Service charge (includes installation of reuse box and backflow-prevention device)

**Bulk Reuse Irrigation:** \$0.74 per 1,000 gallons

**Commercial Backflow Inspection:** \$95.04 per year (\$7.92 monthly)

**Fire Hydrant Installation:** \$4,633.00

**Fire Hydrant Service:** \$12.92 per hydrant per month

**Fire Hydrant Flow Test:** \$74.00

**Fire Line Service (no meter):** Flat fee based on size of service (monthly):

2" and under	\$2.92	6"	\$18.22
3"	\$5.45	8"	\$29.13
4"	\$9.11	10"	\$41.87

<sup>1</sup> County provides labor and materials up to a 2" tap. <sup>1A</sup> Over a 2" tap, the customer provides labor and materials; the County performs the tap.

<sup>2</sup> Minimum monthly water bill.

<sup>3</sup> Minimum monthly sewer bill.

<sup>4</sup> When original meter reading was correct.

**RESOLUTION REVISING THE SCHEDULES FIXING AND CLASSIFYING WATER AND SEWER RATES, FEES, AND CHARGES FOR WATER AND SEWER SERVICES PROVIDED BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS.**

---

WHEREAS, Article VII of the Florida Constitution, Chapter 125, Florida Statutes, and Chapter 110 of the Pasco County Code of Ordinances, empower the Board of County Commissioners to revise water and sewer rates, fees, and charges whenever necessary; and

WHEREAS, the Board of County Commissioners of Pasco County, Florida, has considered certain changes in the water and sewer rates, fees, and charges relating to utility services provided by the County for that portion of the County served by Pasco County Utilities; and

WHEREAS, the Board of County Commissioners adopted a Revenue Generation System and a User Charge System, which require a fair and equitable rate structure for all Pasco County water and wastewater utility customers; and

WHEREAS, the law which governs the conduct of these rate hearings requires that the Board of County Commissioners adopt a resolution setting forth the proposed rates, fees, and charges, and that the same be advertised at least ten (10) days before the date fixed for a public hearing; and

WHEREAS, such requirements have been fulfilled; and

WHEREAS, the Board of County Commissioners held a public hearing on September 25, 2007, at the West Pasco Government Center, 7530 Little Road, New Port Richey, Florida; and

WHEREAS, the Board of County Commissioners has been advised of the need to adjust certain rates, fees, and charges; and

WHEREAS, the Board of County Commissioners has afforded the opportunity for public comments; and

WHEREAS, the Board of County Commissioners has heard and considered evidence for and against the proposed rates and based upon such evidence, has determined that the rates set forth in Exhibit A attached hereto and for all purposes incorporated herein, are reasonable, necessary, and justified, and satisfy the requirements of the Pasco County Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that the Board of County Commissioners hereby adopts the schedules of water and sewer rates, fees, and charges set forth in Exhibit A attached hereto and for all purposes incorporated herein.

BE IT FURTHER RESOLVED, that the new rates, fees, and charges shall be effective and applied as indicated in the attached Exhibit A, except that bulk water and wastewater customers shall be granted a ninety (90) day grace period to adjust their retail rates and pass through the adjusted rates as may be required



or allowed by the Florida Public Service Commission or other such agency which controls retail customer rates, fees, and charges.

DONE AND RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF  
PASCO COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
JED PITTMAN, CLERK

\_\_\_\_\_  
ANN HILDEBRAND, CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY  
Office of the Pasco County Attorney

\_\_\_\_\_  
ATTORNEY

**APPENDIX E**  
**SCHEDULE OF WATER AND WASTEWATER**  
**MONTHLY USAGE RATES, FEES AND CHARGES**  
**Fiscal Year 2008**  
**(effective October 1, 2007)**

**WATER**

Meter Size (Inches)	Base Charge		Volume Charge	
	Charge (\$/Mo)	Consumption (gal)	Charge (\$/kgal)	
5/8 & 3/4	\$ 6.75	0,000 – 6,000	\$ 2.24	
1 & 1-1/4	\$ 16.88	6,001 – 9,000	\$ 3.02	
1-1/2	\$ 33.75	9,001 – 15,000	\$ 3.81	
2	\$ 54.00	> 15,000	\$ 4.59	
3	\$ 101.25			
4	\$ 168.75	<b>Portion of Consumption Rates due to TBW Purchase</b>		
6	\$ 337.50	0,000 – 6,000	\$ 1.82	
8	\$ 540.00	6,001 – 9,000	\$ 2.45	
		9,001 – 15,000	\$ 3.10	
		> 15,000	\$ 3.73	

## Note:

- (a) Minimum for Compound meter and fire service shall be based on larger opening.  
(b) A charge of \$6.92 per month for each back-flow prevention device tested annually by the County, for a total charge of \$83.04 per device.

**WASTEWATER**

Meter Size (Inches)	Base Charge		Volume Charge	
	Charge (\$/Mo)	Consumption (gal)	Charge (\$/kgal)	
5/8 & 3/4	\$ 12.50	Single Family Residential and Mobile Home (10 kgal max.)	\$3.50	
1 & 1-1/4	\$ 31.25			
1-1/2	\$ 62.50			
2	\$ 100.00			
3	\$ 187.50	All Other Customer (No Volume Max.)	\$3.50	
4	\$ 312.50			
6	\$ 625.00			
8	\$ 1,000.00	Sewer Only Customer (10 kgal)	\$47.50 (per month)	

## Note:

- (a) Maximum single family residential wastewater charge (for 5/8" & 3/4") equals \$35.00 per month, plus base rate.

**APPENDIX E  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2008  
(effective October 1, 2007)**

**BULK WATER & WASTEWATER**

	Volume Charge		Capital Recovery Surcharge
	With Storage	Without Storage	
Water	\$3.43/kgal	\$3.68/kgal	\$0.68/kgal
Wastewater	\$3.44/kgal	\$3.44/kgal	\$1.00/kgal

**Note:**

- (a) Bulk Water rate will be based on meter reading to the nearest 1,000 gallons.
- (b) Bulk Wastewater rate will be based on metered wastewater volume delivered to the County System (to the nearest 1,000 gallons).

**REUSE WATER (for irrigation)**

	Residential Reuse Rates	
	Un-Metered	Metered
Monthly Base Charge per ERU	\$14.82	\$7.14
Volumetric Rate	N/A	\$0.32/kgal

The monthly charges includes reclaimed water fixed costs and annual testing of the backflow prevention device by the County.

Bulk rate - \$0.71 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).  
Surplus rate - \$0.32 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).

City of New Port Richey - \$0.43 per 1,000 gallons

Reuse Water for Pest Control Trucks - \$150.00 annually

Reuse Wet Tap Fee - \$293.00 plus AMR Meter

Service connection charge (AMR) - \$260.00 per service. This charge includes installation of the reuse service box and backflow prevention device by the County.

Cross Connection Control Program - \$85.68 annually

**FIRE RELATED SERVICES**

**Fire Line Charges**

Meter Size (inches)	Monthly Fee
2 & under	\$ 2.83
3	\$ 5.30
4	\$ 8.84
6	\$ 17.68
8	\$ 28.27
10	\$ 40.64

Note: Metered Fire Flow Charged at Retail Meter Rates

**APPENDIX E  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2008  
(effective October 1, 2007)**

**FIRE RELATED SERVICES (continued)**

Fire Hydrant Connection \$4,175.00 per hydrant.  
 Fire Hydrant Service \$11.33 monthly fee for hydrant maintenance and inspections.  
 Hydrant Flow GPM (Gallons per minute) Testing - \$65.00

**MISCELLANEOUS WATER-RELATED SERVICES**

Installation of Wet Tap and Service Line:

Meter Size (Inches)	Installation Fee \$
3/4	\$293.00
1	324.00
1-1/2	480.00
2	980.00
3	319.00
4	319.00
6	319.00
8	319.00
10	319.00
12	319.00

Note:

- (a) For service lines 2 inches or smaller in diameter, the County provides all material, labor, and equipment including wet tap and valve. For service from 3 to 12 inches in diameter, the customer will provide all material, labor, and equipment except the County will perform the tap. A penalty of \$100.00 will be imposed whenever the customer reschedules a tap after the County has arrived at the site.
- (b) 2" Sewer tap installation - \$797.00

**WATER METERS**

	3/4"	1"	1-1/2"	2"
Installation - AMR	\$ 241.00	\$ 277.00	\$ 510.00	\$ 540.00
Relocation	208.00	Actual Cost	Actual Cost	Actual Cost
Testing	123.00	123.00	164.00	164.00
Calibration	85.00	85.00	110.00	110.00

Cost of meter installation includes the meter.

Bulk Meter Calibration 3" & Larger - \$123.00

**APPENDIX E  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2008  
(effective October 1, 2007)**

Turn on/Turn off	During Working Hours	After Working Hours
Emergency Turn on/off	\$50.00	\$122.00
Scheduled Turn on/off	39.00	N/A
Reconnect for non-pay	49.00	N/A
Special Reading Request	39.00	N/A

**Note:**

- (a) Emergency Turn on/off applies per customer request.
- (b) Scheduled Turn on/off is defined as an instance when the County has at least 24 hours notice. This includes turn-on to establish a new account.
- (c) Special Reading Request will be credited to the next bill if an erroneous reading was made by the County.

**BILLING DEPOSITS**

Meter Size (Inches)	Owner Deposit (\$)	Tenant Deposit (\$)
5/8 & 3/4	\$120.00	\$149.00
1 & 1-1/4	125.00	155.00
1-1/2	140.00	174.00
2	165.00	205.00
3	205.00	255.00
4	270.00	335.00
6	370.00	459.00
8	500.00	621.00

Billing Deposits will be credited back after 24 months of consecutive service if the following conditions have been met by the customer:

- (a) All outstanding utility bills are paid in full.
- (b) No late utility payments have occurred over the past 24 months.
- (c) No utility payment checks were returned over the past 24 months.

**SLUDGE PROCESSING**

\$99.40/kgal liquid sludge delivered

**SEPTAGE**

Normal residential septic tank waste - \$55.49 per 1,000 gallons.

**GREASE INSPECTION**

\$58.00 per inspection

**FORCE MAIN PRESSURE TESTING**

\$44.00 per test

**APPENDIX F  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2009  
(effective October 1, 2008)**

**WATER**

Meter Size (Inches)	Base Charge		Volume Charge	
		Charge (\$/Mo)	Consumption (gal)	Charge (\$/kgal)
5/8 & 3/4	\$	6.95	0,000 - 6,000	\$ 2.30
1 & 1-1/4	\$	17.38	6,001 - 9,000	\$ 3.10
1-1/2	\$	34.75	9,001 - 15,000	\$ 3.92
2	\$	55.60	> 15,000	\$ 4.72
3	\$	104.25		
4	\$	173.75		
6	\$	347.50		
8	\$	556.00		
			<b>Portion of Consumption Rates due to TBW Purchase</b>	
			0,000 - 6,000	\$ 1.86
			6,001 - 9,000	\$ 2.50
			9,001 - 15,000	\$ 3.17
			> 15,000	\$ 3.81

**Note:**

- (a) Minimum for Compound meter and fire service shall be based on larger opening.
- (b) A charge of \$7.25 per month for each back-flow prevention device tested annually by the County, for a total charge of \$87.00 per device.

**WASTEWATER**

Meter Size (Inches)	Base Charge		Volume Charge	
		Charge (\$/Mo)	Consumption (gal)	Charge (\$/kgal)
5/8 & 3/4	\$	13.38	Single Family Residential and Mobile Home (10 kgal max.)	\$3.71
1 & 1-1/4	\$	33.45		
1-1/2	\$	66.90		
2	\$	107.04		
3	\$	200.70	All Other Customer (No Volume Max.)	\$3.71
4	\$	334.50		
6	\$	669.00	Sewer Only Customer (10 kgal)	\$50.35 (per month)
8	\$	1,070.40		

**Note:**

- (a) Maximum single family residential wastewater charge (for 5/8" & 3/4") equals \$37.10 per month, plus base rate.

**APPENDIX F  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2009  
(effective October 1, 2008)**

**BULK WATER & WASTEWATER**

	Volume Charge		Capital Recovery Surcharge
	With Storage	Without Storage	
Water	\$3.46/kgal	\$3.72/kgal	\$0.68/kgal
Wastewater	\$3.47/kgal	\$3.47/kgal	\$1.00/kgal

**Note:**

- (a) Bulk Water rate will be based on meter reading to the nearest 1,000 gallons.
- (b) Bulk Wastewater rate will be based on metered wastewater volume delivered to the County System (to the nearest 1,000 gallons).

**REUSE WATER (for irrigation)**

	Residential Reuse Rates	
	Un-Metered	Metered
Monthly Base Charge per ERU	\$14.97	\$7.21
Volumetric Rate	N/A	\$0.34/kgal

The monthly charges includes reclaimed water fixed costs and annual testing of the backflow prevention device by the County.

Bulk rate - \$0.72 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).  
Surplus rate - \$0.32 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).

City of New Port Richey - \$0.43 per 1,000 gallons

Reuse Water for Pest Control Trucks - \$151.50 annually

Reuse Wet Tap Fee - \$307.00 plus AMR Meter

Service connection charge (AMR) - \$268.00 per service. This charge includes installation of the reuse service box and backflow prevention device by the County.

Cross Connection Control Program - \$86.52 annually

**FIRE RELATED SERVICES**

**Fire Line Charges**

Meter Size (inches)	Monthly Fee
2 & under	\$ 2.86
3	\$ 5.35
4	\$ 8.93
6	\$ 17.86
8	\$ 28.55
10	\$ 41.05

Note: Metered Fire Flow Charged at Retail Meter Rates

**APPENDIX F  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2009  
(effective October 1, 2008)**

**FIRE RELATED SERVICES (continued)**

Fire Hydrant Connection \$4,323.00 per hydrant.  
 Fire Hydrant Service \$11.83 monthly fee for hydrant maintenance and inspections.  
 Hydrant Flow GPM (Gallons per minute) Testing - \$68.00

**MISCELLANEOUS WATER-RELATED SERVICES**

Installation of Wet Tap and Service Line:

Meter Size (Inches)	Installation Fee \$
3/4	\$307.00
1	338.00
1-1/2	498.00
2	1,016.00
3	333.00
4	333.00
6	333.00
8	333.00
10	333.00
12	333.00

Note:

- (a) For service lines 2 inches or smaller in diameter, the County provides all material, labor, and equipment including wet tap and valve. For service from 3 to 12 inches in diameter, the customer will provide all material, labor, and equipment except the County will perform the tap. A penalty of \$100.00 will be imposed whenever the customer reschedules a tap after the County has arrived at the site.
- (b) 2" Sewer tap installation - \$823.00

**WATER METERS**

	3/4"	1"	1-1/2"	2"
Installation - AMR	\$ 249.00	\$ 286.00	\$ 522.00	\$ 548.00
Relocation	218.00	Actual Cost	Actual Cost	Actual Cost
Testing	129.00	129.00	172.00	172.00
Calibration	89.00	89.00	115.00	115.00

Cost of meter installation includes the meter.

Bulk Meter Calibration 3" & Larger - \$129.00



**APPENDIX F  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2009  
(effective October 1, 2008)**

Turn on/Turn off	During Working Hours	After Working Hours
Emergency Turn on/off	\$52.00	\$128.00
Scheduled Turn on/off	41.00	N/A
Reconnect for non-pay	51.00	N/A
Special Reading Request	41.00	N/A

**Note:**

- (a) Emergency Turn on/off applies per customer request.
- (b) Scheduled Turn on/off is defined as an instance when the County has at least 24 hours notice. This includes turn-on to establish a new account.
- (c) Special Reading Request will be credited to the next bill if an erroneous reading was made by the County.

**BILLING DEPOSITS**

Meter Size (Inches)	Owner Deposit (\$)	Tenant Deposit (\$)
5/8 & 3/4	\$120.00	\$149.00
1 & 1-1/4	125.00	155.00
1-1/2	140.00	174.00
2	165.00	205.00
3	205.00	255.00
4	270.00	335.00
6	370.00	459.00
8	500.00	621.00

Billing Deposits will be credited back after 24 months of consecutive service if the following conditions have been met by the customer:

- (a) All outstanding utility bills are paid in full.
- (b) No late utility payments have occurred over the past 24 months.
- (c) No utility payment checks were returned over the past 24 months.

**SLUDGE PROCESSING**

\$106.50/kgal liquid sludge delivered

**SEPTAGE**

Normal residential septic tank waste - \$56.04 per 1,000 gallons.

**GREASE INSPECTION**

\$61.00 per inspection

**FORCE MAIN PRESSURE TESTING**

\$47.00 per test

**APPENDIX G  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2010  
(effective October 1, 2009)**

**WATER**

Meter Size (Inches)	Base Charge		Volume Charge	
	Charge (\$/Mo)	Consumption (gal)	Charge (\$/kgal)	
5/8 & 3/4	\$ 7.16	0,000 - 6,000	\$ 2.34	
1 & 1-1/4	\$ 17.91	6,001 - 9,000	\$ 3.16	
1-1/2	\$ 35.80	9,001 - 15,000	\$ 4.00	
2	\$ 57.28	> 15,000	\$ 4.82	
3	\$ 107.40			
4	\$ 179.00			
6	\$ 358.00	<b>Portion of Consumption Rates due to TBW Purchase</b>		
8	\$ 572.80	0,000 - 6,000	\$ 1.88	
		6,001 - 9,000	\$ 2.53	
		9,001 - 15,000	\$ 3.21	
		> 15,000	\$ 3.86	

Note:

- (a) Minimum for Compound meter and fire service shall be based on larger opening.
- (b) A charge of \$7.58 per month for each back-flow prevention device tested annually by the County, for a total charge of \$90.96 per device.

**WASTEWATER**

Meter Size (Inches)	Base Charge		Volume Charge	
	Charge (\$/Mo)	Consumption (gal)	Charge (\$/kgal)	
5/8 & 3/4	\$ 14.18	Single Family Residential and Mobile Home (10 kgal max.)	\$3.93	
1 & 1-1/4	\$ 35.45			
1-1/2	\$ 70.90			
2	\$ 113.44			
3	\$ 212.70	All Other Customer (No Volume Max.)	\$3.93	
4	\$ 354.50			
6	\$ 709.00	Sewer Only Customer (10 kgal)	\$53.35 (per month)	
8	\$ 1,134.40			

Note:

- (a) Maximum single family residential wastewater charge (for 5/8" & 3/4") equals \$39.30 per month, plus base rate.

**APPENDIX G  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2010  
(effective October 1, 2009)**

**BULK WATER & WASTEWATER**

	Volume Charge		Capital Recovery Surcharge
	With Storage	Without Storage	
Water	\$3.49/kgal	\$3.76/kgal	\$0.68/kgal
Wastewater	\$3.50/kgal	\$3.50/kgal	\$1.00/kgal

Note:

- (a) Bulk Water rate will be based on meter reading to the nearest 1,000 gallons.
- (b) Bulk Wastewater rate will be based on metered wastewater volume delivered to the County System (to the nearest 1,000 gallons).

**REUSE WATER (for irrigation)**

	Residential Reuse Rates	
	Un-Metered	Metered
Monthly Base Charge per ERU	\$15.12	\$7.28
Volumetric Rate	N/A	\$0.36/kgal

The monthly charges includes reclaimed water fixed costs and annual testing of the backflow prevention device by the County.

Bulk rate - \$0.73 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).  
Surplus rate - \$0.32 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).

City of New Port Richey - \$0.43 per 1,000 gallons

Reuse Water for Pest Control Trucks - \$153.02 annually

Reuse Wet Tap Fee - \$320.00 plus AMR Meter

Service connection charge (AMR) - \$277.00 per service. This charge includes installation of the reuse service box and backflow prevention device by the County.

Cross Connection Control Program - \$87.36 annually

**FIRE RELATED SERVICES**

**Fire Line Charges**

Meter Size (inches)	Monthly Fee
2 & under	\$ 2.89
3	\$ 5.40
4	\$ 9.02
6	\$ 18.04
8	\$ 28.84
10	\$ 41.46

Note: Metered Fire Flow Charged at Retail Meter Rates

EXHIBIT "A"

APPENDIX G  
 SCHEDULE OF WATER AND WASTEWATER  
 MONTHLY USAGE RATES, FEES AND CHARGES  
 Fiscal Year 2010  
 (effective October 1, 2009)

**FIRE RELATED SERVICES (continued)**

Fire Hydrant Connection \$4,475.00 per hydrant.  
 Fire Hydrant Service \$12.33 monthly fee for hydrant maintenance and inspections.  
 Hydrant Flow GPM (Gallons per minute) Testing - \$71.00

**MISCELLANEOUS WATER-RELATED SERVICES**

Installation of Wet Tap and Service Line:

Meter Size (Inches)	Installation Fee \$
3/4	\$320.00
1	353.00
1-1/2	517.00
2	1,054.00
3	347.00
4	347.00
6	347.00
8	347.00
10	347.00
12	347.00

Note:

- (a) For service lines 2 inches or smaller in diameter, the County provides all material, labor, and equipment including wet tap and valve. For service from 3 to 12 inches in diameter, the customer will provide all material, labor, and equipment except the County will perform the tap. A penalty of \$100.00 will be imposed whenever the customer reschedules a tap after the County has arrived at the site.
- (b) 2" Sewer tap installation - \$851.00

**WATER METERS**

	3/4"	1"	1-1/2"	2"
Installation - AMR	\$ 258.00	\$ 296.00	\$ 539.00	\$ 565.00
Relocation	227.00	Actual Cost	Actual Cost	Actual Cost
Testing	136.00	136.00	180.00	180.00
Calibration	93.00	93.00	121.00	121.00

Cost of meter installation includes the meter.

Bulk Meter Calibration 3" & Larger - \$136.00

**APPENDIX G  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2010  
(effective October 1, 2009)**

Turn on/Turn off	During Working Hours	After Working Hours
Emergency Turn on/off	\$55.00	\$134.00
Scheduled Turn on/off	43.00	N/A
Reconnect for non-pay	53.00	N/A
Special Reading Request	43.00	N/A

**Note:**

- (a) Emergency Turn on/off applies per customer request.
- (b) Scheduled Turn on/off is defined as an instance when the County has at least 24 hours notice. This includes turn-on to establish a new account.
- (c) Special Reading Request will be credited to the next bill if an erroneous reading was made by the County.

**BILLING DEPOSITS**

Meter Size (Inches)	Owner Deposit (\$)	Tenant Deposit (\$)
5/8 & 3/4	\$120.00	\$149.00
1 & 1-1/4	125.00	155.00
1-1/2	140.00	174.00
2	165.00	205.00
3	205.00	255.00
4	270.00	335.00
6	370.00	459.00
8	500.00	621.00

Billing Deposits will be credited back after 24 months of consecutive service if the following conditions have been met by the customer:

- (a) All outstanding utility bills are paid in full.
- (b) No late utility payments have occurred over the past 24 months.
- (c) No utility payment checks were returned over the past 24 months.

**SLUDGE PROCESSING**

\$114.26/kgal liquid sludge delivered

**SEPTAGE**

Normal residential septic tank waste - \$56.60 per 1,000 gallons.

**GREASE INSPECTION**

\$64.00 per inspection

**FORCE MAIN PRESSURE TESTING**

\$49.00 per test

**APPENDIX H  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2011  
(effective October 1, 2010)**

**WATER**

Meter Size (Inches)	Base Charge		Volume Charge	
		Charge (\$/Mo)	Consumption (gal)	Charge (\$/kgal)
5/8 & 3/4	\$	7.23	0,000 – 6,000	\$ 2.40
1 & 1-1/4	\$	18.08	6,001 – 9,000	\$ 3.24
1-1/2	\$	36.15	9,001 – 15,000	\$ 4.10
2	\$	57.84	> 15,000	\$ 4.95
3	\$	108.45		
4	\$	180.75		
6	\$	361.50		
8	\$	578.40		
			<b>Portion of Consumption Rates due to TBW Purchase</b>	
			0,000 – 6,000	\$ 1.92
			6,001 – 9,000	\$ 2.58
			9,001 – 15,000	\$ 3.27
			> 15,000	\$ 3.94

Note:

- (a) Minimum for Compound meter and fire service shall be based on larger opening.
- (b) A charge of \$7.92 per month for each back-flow prevention device tested annually by the County, for a total charge of \$95.04 per device.

**WASTEWATER**

Meter Size (Inches)	Base Charge		Volume Charge	
		Charge (\$/Mo)	Consumption (gal)	Charge (\$/kgal)
5/8 & 3/4	\$	14.32	Single Family Residential and Mobile Home (10 kgal max.)	\$3.97
1 & 1-1/4	\$	35.80		
1-1/2	\$	71.60		
2	\$	114.56		
3	\$	214.80	All Other Customer (No Volume Max.)	\$3.97
4	\$	358.00		
6	\$	716.00		
8	\$	1,145.60	Sewer Only Customer (10 kgal)	\$53.89 (per month)

Note:

- (a) Maximum single family residential wastewater charge (for 5/8" & 3/4") equals \$39.70 per month, plus base rate.

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**APPENDIX H  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2011  
(effective October 1, 2010)**

**BULK WATER & WASTEWATER**

	Volume Charge		Capital Recovery Surcharge
	With Storage	Without Storage	
Water	\$3.52/kgal	\$3.80/kgal	\$0.68/kgal
Wastewater	\$3.54/kgal	\$3.54/kgal	\$1.00/kgal

**Note:**

- (a) Bulk Water rate will be based on meter reading to the nearest 1,000 gallons.
- (b) Bulk Wastewater rate will be based on metered wastewater volume delivered to the County System (to the nearest 1,000 gallons).

**REUSE WATER (for irrigation)**

	Residential Reuse Rates	
	Un-Metered	Metered
Monthly Base Charge per ERU	\$15.27	\$7.35
Volumetric Rate	N/A	\$0.38/kgal

The monthly charges includes reclaimed water fixed costs and annual testing of the backflow prevention device by the County.

Bulk rate - \$0.74 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).  
Surplus rate - \$0.32 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).

City of New Port Richey - \$0.43 per 1,000 gallons

Reuse Water for Pest Control Trucks - \$154.55 annually

Reuse Wet Tap Fee - \$334.00 plus AMR Meter

Service connection charge (AMR) - \$287.00 per service. This charge includes installation of the reuse service box and backflow prevention device by the County.

Cross Connection Control Program - \$88.20 annually

**FIRE RELATED SERVICES**

**Fire Line Charges**

Meter Size (Inches)	Monthly Fee
2 & under	\$ 2.92
3	\$ 5.45
4	\$ 9.11
6	\$ 18.22
8	\$ 29.13
10	\$ 41.87

Note: Metered Fire Flow Charged at Retail Meter Rates

APPENDIX H  
 SCHEDULE OF WATER AND WASTEWATER  
 MONTHLY USAGE RATES, FEES AND CHARGES  
 Fiscal Year 2011  
 (effective October 1, 2010)

**FIRE RELATED SERVICES (continued)**

Fire Hydrant Connection \$4,633.00 per hydrant.  
 Fire Hydrant Service \$12.92 monthly fee for hydrant maintenance and inspections.  
 Hydrant Flow GPM (Gallons per minute) Testing - \$74.00

**MISCELLANEOUS WATER-RELATED SERVICES**

Installation of Wet Tap and Service Line:

Meter Size (Inches)	Installation Fee \$
1/4	\$334.00
1	368.00
1-1/2	537.00
2	1,093.00
3	361.00
4	361.00
6	361.00
8	361.00
10	361.00
12	361.00

Note:

- (a) For service lines 2 inches or smaller in diameter, the County provides all material, labor, and equipment including wet tap and valve. For service from 3 to 12 inches in diameter, the customer will provide all material, labor, and equipment except the County will perform the tap. A penalty of \$100.00 will be imposed whenever the customer reschedules a tap after the County has arrived at the site.
- (b) 2" Sewer tap installation - \$880.00

**WATER METERS**

	3/4"	1"	1-1/2"	2"
Installation - AMR	\$ 267.00	\$ 306.00	\$ 557.00	\$ 584.00
Relocation	237.00	Actual Cost	Actual Cost	Actual Cost
Testing	142.00	142.00	189.00	189.00
Calibration	98.00	98.00	126.00	126.00

Cost of meter installation includes the meter.

Bulk Meter Calibration 3" & Larger - \$142.00



**APPENDIX H  
SCHEDULE OF WATER AND WASTEWATER  
MONTHLY USAGE RATES, FEES AND CHARGES  
Fiscal Year 2011  
(effective October 1, 2010)**

Turn on/Turn off	During Working Hours	After Working Hours
Emergency Turn on/off	\$57.00	\$141.00
Scheduled Turn on/off	45.00	N/A
Reconnect for non-pay	55.00	N/A
Special Reading Request	45.00	N/A

**Note:**

- (a) Emergency Turn on/off applies per customer request.
- (b) Scheduled Turn on/off is defined as an instance when the County has at least 24 hours notice. This includes turn-on to establish a new account.
- (c) Special Reading Request will be credited to the next bill if an erroneous reading was made by the County.

**BILLING DEPOSITS**

Meter Size (Inches)	Owner Deposit (\$)	Tenant Deposit (\$)
5/8 & 3/4	\$120.00	\$149.00
1 & 1-1/4	125.00	155.00
1-1/2	140.00	174.00
2	165.00	205.00
3	205.00	255.00
4	270.00	335.00
6	370.00	459.00
8	500.00	621.00

Billing Deposits will be credited back after 24 months of consecutive service if the following conditions have been met by the customer:

- (a) All outstanding utility bills are paid in full.
- (b) No late utility payments have occurred over the past 24 months.
- (c) No utility payment checks were returned over the past 24 months.

**SLUDGE PROCESSING**

\$122.73/kgal liquid sludge delivered

**SEPTAGE**

Normal residential septic tank waste - \$57.17 per 1,000 gallons.

**GREASE INSPECTION**

\$67.00 per inspection

**FORCE MAIN PRESSURE TESTING**

\$51.00 per test

033 03274 03



PASCO COUNTY UT...  
7508 LITTLE ROAD  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 996-7341

AQUA UTILITIES FLORI DA INC  
PO BOX 490310  
LEESBURG FL 34749-0310

05/22/2009

SERVICE FROM 03/30/2009 TO 04/28/2009  
PREVIOUS READING 072441000

CURRENT READING 073780000  
GALLONS USED 1339000

SERVICE ADDRESS 0 CRYSTAL LAKES

ACCOUNT NUMBER 301-07-8008-1-24

PRIOR BALANCE 2847.39  
PAYMENTS 2847.39

WATER CHARGES  
SEWER CHARGES 5985.33

ADJUSTMENTS

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE ENTERED
- INTEREST
- OTHER

CURRENT CHARGES 5985.33

TOTAL DUE 5985.33

RECEIVED

#22465

JUN - 1 2009

Aqua Utilities  
Florida Inc.

6432/710500  
Bill  
6/1/09

2009

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

CRITICAL WATER SHORTAGE. REDUCE YOUR USE.

PLEASE RETURN THIS STUB BY 06/08/2009

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301078008124

TOTAL DUE 5985.33

TOTAL PAID

Temp-Return Service Requested



AQUA UTILITIES FLORI DA INC  
PO BOX 490310  
LEESBURG FL 34749-0310

30107800812440005985333000



033 03359 08

PASCO COUNTY UTILITIES SEI  
7508 LITTLE ROAD  
P.O. DRAWER 2139



AQUA UTILITIES FLORI DA INC  
PO BOX 490310  
LEESBURG FL 34749-0310

NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 996-7341

07/23/2009

*\* 22465*

SERVICE FROM 05/26/2009 TO 06/29/2009  
PREVIOUS READING 073780000

PRIOR BALANCE 0.00  
PAYMENTS 0.00

CURRENT READING 074280000  
GALLONS USED 500000

WATER CHARGES  
SEWER CHARGES 2235.00

SERVICE ADDRESS 0 CRYSTAL LAKES

ADJUSTMENTS

ACCOUNT NUMBER 301-07-8008-1-24

OTHER CHARGES:

*6432110300*  
*MW*  
*7/29*

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

PAY YOUR BILL ONLINE! GO TO WWW.PAYPASCO.COM  
AND USE YOUR ACCOUNT NUMBER ABOVE AND THE  
FOLLOWING 6 DIGIT PIN CODE ---> 647458

RECEIVED

ENTERED JUL 29 2009

JUL 29 2009

Aqua Utilities  
Florida Inc.

CURRENT CHARGES 2235.00

TOTAL DUE 2235.00

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

REMINDER: CURRENT WATERING RESTRICTIONS REMAIN IN EFFECT.

PLEASE RETURN THIS STUB BY 08/09/2009

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

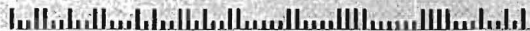
PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301078008124

TOTAL DUE 2235.00

Temp-Return Service Requested

TOTAL PAID



AQUA UTILITIES FLORI DA INC  
PO BOX 490310  
LEESBURG FL 34749-0310

30107800812440002235002000



033 03417393416

PASCO COUNTY UTILITIES SEF  
7508 LITTLE ROAD  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 996-7341



AQUA UTILITIES FLORIDA INC  
PO BOX 490310  
LEESBURG FL 34749-0310

08/24/2009

SERVICE FROM 06/29/2009 TO 07/29/2009  
PREVIOUS READING 074280000

PRIOR BALANCE 2235.00  
PAYMENTS 2235.00

CURRENT READING 074780000  
GALLONS USED 500000

WATER CHARGES  
SEWER CHARGES 2235.00

SERVICE ADDRESS 0 CRYSTAL LAKES

ADJUSTMENTS

ACCOUNT NUMBER 301-07-8008-1-24

OTHER CHARGES:

PAY YOUR BILL ONLINE! GO TO WWW.PAYPASCO.COM  
AND USE YOUR ACCOUNT NUMBER ABOVE AND THE  
FOLLOWING 6 DIGIT PIN CODE ---> 647458

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

#22465  
6432 716500

RECEIVED

AUG 28 2009

Aqua Utilities  
Florida Inc.

*Blm*  
*8/31/09*

CURRENT CHARGES 2235.00

TOTAL DUE 2235.00

ENTERED  
AUG 31 2009

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

REMINDER: CURRENT WATERING RESTRICTIONS REMAIN IN EFFECT

PLEASE RETURN THIS STUB BY 09/10/2009

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

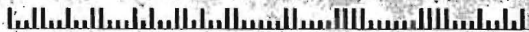
PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301078008124

TOTAL DUE 2235.00

Temp-Return Service Requested

TOTAL PAID



AQUA UTILITIES FLORIDA INC  
PO BOX 490310  
LEESBURG FL 34749-0310

30107800812440002235002000



033 03459 49



PASCO COUNTY UTILITIES SERVICES BRANCH  
7508 LITTLE ROAD  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 996-7341

AQUA UTILITIES FLORI DA INC  
PO BOX 490310  
LEESBURG FL 34749-0310

09/23/2009

SERVICE FROM 07/29/2009 TO 08/31/2009  
PREVIOUS READING 074780000

CURRENT READING 075090000  
GALLONS USED 310000

SERVICE ADDRESS 0 CRYSTAL LAKES

ACCOUNT NUMBER 301-07-8008-1-24

PAY YOUR BILL ONLINE! GO TO WWW.PAYPASCO.COM  
AND USE YOUR ACCOUNT NUMBER ABOVE AND THE  
FOLLOWING 6 DIGIT PIN CODE ---> 647458

RECEIVED

SEP 28 2009

Aqua Utilities  
Florida Inc.

*22465*  
*6432-710500*

PRIOR BALANCE 2235.00  
PAYMENTS 2235.00

WATER CHARGES  
SEWER CHARGES 1385.70

ADJUSTMENTS

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

CURRENT CHARGES 1385.70

TOTAL DUE 1385.70

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

ENTERED SEP 29 2009

PLEASE RETURN THIS STUB BY 10/10/2009

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301078008124

TOTAL DUE 1385.70

TOTAL PAID

Temp-Return Service Requested



AQUA UTILITIES FLORI DA INC  
PO BOX 490310  
LEESBURG FL 34749-0310

30107800812440001385700000



PASCO COUNTY U 033 03519-533522 H  
 7508 LITTLE ROAD  
 P.O. DRAWER 2139  
 NEW PORT RICHEY, FL 34656-2139  
 NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
 LAND O LAKES (813) 996-7341

AQUA UTILITIES FLORI DA INC  
 PO BOX 490310  
 LEESBURG FL 34749-0310

10/26/2009

SERVICE FROM 08/31/2009 TO 09/30/2009  
 PREVIOUS READING 075090000

CURRENT READING 075788000  
 GALLONS USED 698000

SERVICE ADDRESS 0 CRYSTAL LAKES

ACCOUNT NUMBER 301-07-8008-1-24

EASY PAY ONLINE: GO TO WWW.PAYPASCO.COM  
 AND USE YOUR ACCOUNT NUMBER ABOVE AND THE  
 FOLLOWING 6 DIGIT PIN CODE ---> 6432710500

**RECEIVED**

NOV -5 2009

Aqua Utilities  
 Florida Inc.

*Handwritten:* 22468  
 6432 710500

PRIOR BALANCE 1385.70  
 PAYMENTS 1385.70

WATER CHARGES  
 SEWER CHARGES 3141.00

ADJUSTMENTS

OTHER CHARGES:  
 LABORATORY TESTS  
 SEPTAGE  
 FIRE HYDRANTS/LINES  
 BACK-FLOW  
 RECLAIMED WATER  
 LANDFILL  
 SLUDGE  
 IMPACT FEES  
 FINE  
 INTEREST  
 OTHER

CURRENT CHARGES 3141.00

TOTAL DUE 3141.00

*Handwritten signature and date:* 11-5-09

**ENTERED NOV 03 2009**

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

PASCO UTILITIES: "FOCUSED ON SERVICE, COMMITTED TO EXCELLENCE"  
 RATE CHANGES EFFECTIVE 10/01/2009

PLEASE RETURN THIS STUB BY 11/12/2009

TO: PASCO COUNTY UTILITIES SERVICES  
 P.O. DRAWER 2139  
 NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301078008124

TOTAL DUE 3141.00

TOTAL PAID

**Temp-Return Service Requested**



AQUA UTILITIES FLORI DA INC  
 PO BOX 490310  
 LEESBURG FL 34749-0310

30107800812440003141005000

3579

12/08/2009 14:24

7278478972

PASCO CO UTILITIES

PAGE 01/02



PASCO COUNTY UTIL 033 0357466-3579

AQUA UTILITIES FLORIDA INC  
PO BOX 490310  
LEESBURG FL 347490310

7508 LITTLE ROAD  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 996-7341

11/25/2009

SERVICE FROM 09/30/2009 TO 10/30/2009  
PREVIOUS READING 75788000

CURRENT READING 76232000  
GALLONS USED 444000

SERVICE ADDRESS 0 CRYSTAL LAKES

ACCOUNT NUMBER 301-07-8008-1-24

PRIOR BALANCE 3141.00  
PAYMENTS 3204.68

WATER CHARGES  
SEWER CHARGES 1998.00

ADJUSTMENTS

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

CURRENT CHARGES 1998.00

TOTAL DUE 1934.32

ENTERED DES U 8 2009

22465  
6432 710500  
*[Signature]*  
12/8/09

DUPLICATE BILL  
12/08/2009

**DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.**

PLEASE RETURN THIS STUB BY 12/12/2009

DUPLICATE BILL 12/08/2009  
**PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.**

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
301-07-8008-1-24

ACCOUNT NUMBER  
TOTAL DUE 1934.32

TOTAL PAID

AQUA UTILITIES FLORIDA INC  
PO BOX 490310  
LEESBURG FL 347490310

30107800812440001934324000



PASCO COUNTY UTILITIES SERVICE 033 03608 21  
 7508 LITTLE ROAD  
 P.O. DRAWER 2139  
 NEW PORT RICHEY, FL 34656-2139  
 NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
 LAND O LAKES (813) 235-6012



QUA UTILITIES FLORIDA INC  
 PO BOX 490310  
 LEESBURG FL 34749-0310

12/24/2009

SERVICE FROM 10/30/2009 TO 11/30/2009  
 PREVIOUS READING 076232000

PRIOR BALANCE 1934.32  
 PAYMENTS 1934.32

CURRENT READING 076926000  
 GALLONS USED 694000

WATER CHARGES  
 SEWER CHARGES 3123.00

SERVICE ADDRESS 0 CRYSTAL LAKES

ADJUSTMENTS

ACCOUNT NUMBER 301-07-8008-1-24

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

*[Handwritten signature]*  
 1/9/10

EASY PAY ONLINE: GO TO WWW.PAYPASCO.COM  
 AND USE YOUR ACCOUNT NUMBER ABOVE AND THE  
 FOLLOWING 6 DIGIT PIN CODE ---> 647458

RECEIVED

JAN - 4 2010

Aqua Utilities  
 Florida Inc.

*Handwritten:* 22465  
 6432 710500  
 2004

CURRENT CHARGES 3123.00

TOTAL DUE 3123.00

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

NEW LOBBY HRS AT THE NEW PORT RICHEY UTILITY CUSTOMER SERVICE OFFICE: 7:00 A.M. TO 5:00 P.M.

ENTERED JAN 0 2010

PLEASE RETURN THIS STUB BY 01/10/2010

TO: PASCO COUNTY UTILITIES SERVICES  
 P.O. DRAWER 2139  
 NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301078008124

TOTAL DUE 3123.00

TOTAL PAID

Temp-Return Service Requested



AQUA UTILITIES FLORIDA INC  
 PO BOX 490310  
 LEESBURG FL 34749-0310

30107800812440003123003000





368



033-0363441 3658

PASCO COUNTY UTILITIES SERVICES DIVISION  
7508 LITTLE ROAD  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 235-6012

AQUA UTILITIES FLORIDA INC  
PO BOX 490310  
LEESBURG FL 34749-0310

01/25/2010

SERVICE FROM 11/30/2009 TO 12/31/2009  
PREVIOUS READING 076926000

CURRENT READING 077550000  
GALLONS USED 624000

SERVICE ADDRESS 0 CRYSTAL LAKES

ACCOUNT NUMBER 301-07-8008-1-24

PRIOR BALANCE 3123.00  
PAYMENTS 3123.00

WATER CHARGES  
SEWER CHARGES 2808.00

ADJUSTMENTS

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

CURRENT CHARGES 2808.00

TOTAL DUE 2808.00

GO TO WWW.PAYPASCO.COM TO VIEW YOUR  
BALANCE AND/OR PAY ONLINE. USE ACCOUNT  
NUMBER ABOVE AND PIN CODE -----> 647458

#22465

RECEIVED

FEB -3 2010

Aqua Utilities  
Florida Inc.

6432  
2004 710500

ENTERED FEB 04 2010

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

PLEASE RETURN THIS STUB BY 02/11/2010

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301078008124

TOTAL DUE 2808.00

TOTAL PAID

Temp-Return Service Requested



AQUA UTILITIES FLORIDA INC  
PO BOX 490310  
LEESBURG FL 34749-0310

*[Signature]*  
2/3/10

30107800812440002808006000



PASCO COUNTY UTILITIES SERVICE

7508 LITTLE ROAD

P.O. DRAWER 2139

NEW PORT RICHEY, FL 34656-2139

NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285

LAND O LAKES (813) 235-6012



033 03700 62 3703

AQUA UTILITIES FLORIDA INC

BOX 490310

LEESBURG

FL 34749-0310

\* 22465

02/23/2010

SERVICE FROM 12/31/2009 TO 01/25/2010  
PREVIOUS READING 077550000

CURRENT READING 078331000  
GALLONS USED 781000

SERVICE ADDRESS 0 CRYSTAL LAKES

ACCOUNT NUMBER 301-07-8008-1-24

PRIOR BALANCE 2808.00  
PAYMENTS 2808.00

WATER CHARGES  
SEWER CHARGES 3514.50

ADJUSTMENTS

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

6432 710500  
2004

CURRENT CHARGES 3514.50

TOTAL DUE 3514.50

GO TO WWW.PAYPASCO.COM TO VIEW YOUR  
BALANCE AND/OR PAY ONLINE. USE ACCOUNT  
NUMBER ABOVE AND PIN CODE ----->

RECEIVED

MAR -1 2010

Aqua Utilities  
Florida Inc.

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN  
IMMEDIATE DISCONNECTION OF SERVICE

ENTERED MAR 01 2010

PLEASE RETURN THIS STUB BY 03/12/2010

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT  
CHARGES ONLY. UNPAID PRIOR BALANCE IS  
PAST DUE AND MAY RESULT IN IMMEDIATE  
DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301078008124

TOTAL DUE 3514.50

TOTAL PAID

Temp-Return Service Requested



AQUA UTILITIES FLORIDA INC  
PO BOX 490310  
LEESBURG FL 34749-0310

30107800812440003514500000



033 03804433807

PASCO COUNTY UTILITIES SERVICES BRANCH

7508 LITTLE ROAD

P.O. DRAWER 2139

NEW PORT RICHEY, FL 34656-2139

NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285

LAND O LAKES (813) 996-7341

AQUA UTILITIES FLORIDA INC

PO BOX 2480

LADY LAKE

FL 321582480



04/23/2010

SERVICE FROM 02/25/2010 TO 03/29/2010  
PREVIOUS READING 79763000

CURRENT READING 80514000  
GALLONS USED 751000

SERVICE ADDRESS 0 CRYSTAL LAKES

ACCOUNT NUMBER 301-07-8008-1-24

LATE NOTICE  
PRIOR BALANCE IS PAST DUE  
SUBJECT TO DISCONTINUANCE  
IF PAID-PLEASE DISREGARD

DUPLICATE BILL  
05/07/2010

*# 22465  
6432 710500  
2004*

PRIOR BALANCE 6444.00  
PAYMENTS

WATER CHARGES  
SEWER CHARGES 3379.50

ADJUSTMENTS

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

CURRENT CHARGES 3379.50

TOTAL DUE 9823.50

*not paid*

*B...  
5/7/10*

**DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.**

ENTERED 05/07/2010

PLEASE RETURN THIS STUB BY 05/10/2010

DUPLICATE BILL 05/07/2010

**PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.**

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
301-07-8008-1-24

ACCOUNT NUMBER

TOTAL DUE 9823.50

TOTAL PAID

AQUA UTILITIES FLORIDA INC  
PO BOX 2480  
LADY LAKE FL 321582480

30107800812440009823505000

ACTION: DISPLAY PASCO COUNTY UTILITY SYSTEM ACCOUNT NUMBER: 3010780081  
 CYCLE: 24 METER INFORMATION STATUS: AB ACTIVE BILLED  
 LAST NAME: AQUA UTILITIES FLORI FIRST: DA INC INITIAL: RELATE: N  
 SER.ST. NUM: 0 ST. NAME: CRYSTAL LAKES PHONE: 941 - 907 - 7411  
 SUBCODE: BSE BULK SEWER OWN/TEN: 0 RATE: 158 GEO IND:  
 SERIAL NUMBER: 1-565 WALK SEQ: 0000000 METER SIZE: SBULK COMPOUND  
 COMMENTS: X100 SPL INSTR

FORMERLY SOUTHERN STATES THEN FLORIDA WATER SVCS				LOCATION	
DATE READ	READING	CONSUMPTION	DAYS	NO READ	MC1 MC2
03 / 29 / 2010	80514000	751000	0		
02 / 25 / 2010	79763000	1432000	31		
01 / 25 / 2010		781000	25		
12 / 31 / 2009		624000	31		
11 / 30 / 2009		694000	31		
10 / 30 / 2009		444000	30		
09 / 30 / 2009		698000	30		
08 / 31 / 2009		310000	33		
07 / 29 / 2009		500000	30		
06 / 29 / 2009		500000	34		
05 / 26 / 2009		0	28		TE DK
04 / 28 / 2009		1339000	29		
03 / 30 / 2009		637000	21		
AVERAGE CONSUMPTION FOR LAST 3 MOS		945666			

HIT PF1 TO PRINT A DUPLICATE METER CARD

NEXT FUNCTION:

Attn: Kelly

PASCO COUNTY UTILITY SYSTEM  
CUSTOMER BILLING HISTORY

ACTION: DISPLAY

ACCOUNT NUMBER: 3010780081 CYCLE: 24 STATUS: AB ACTIVE BILLED  
LAST NAME: AQUA UTILITIES FLORI FIRST: DA INC INITIAL: RELATE: N  
SER. ST. NUMB: 0 ST. NAME: CRYSTAL LAKES  
SUBCODE: BSE BULK SEWER OWN/TEN: 0 PHONE: 941 - 907 - 7411

\*\*\*\*\*

BILL DATE(-)	CHARGES(-)	ADJUSTMNT(-)	PRIOR BAL	DATEPAID	AMT PAID (-)	BALANCE
06/23/09	.00	.00	.00		.00	.00
07/23/09	2235.00	.00	.00	08/04/09	2235.00	.00
08/24/09	2235.00	.00	.00	09/09/09	2235.00	.00
09/23/09	1385.70	.00	.00	10/06/09	1385.70	.00
10/26/09	3141.00	.00	.00	11/09/09	3204.68	63.68
11/25/09	1998.00	.00 -	63.68	12/17/09	1934.32	.00
12/24/09	3123.00	.00	.00	01/12/10	3123.00	.00
01/25/10	2808.00	.00	.00	02/10/10	2808.00	.00
02/23/10	3514.50	.00	.00	03/08/10	3514.50	.00
03/23/10	6444.00	.00	.00		.00	6444.00
04/23/10	3379.50	.00	6444.00		.00	9823.50

RECORD FOUND - PRESS PF7/PFB PAGE BACK/FORWARD

NEXT FUNCTION:



AU 6429

# PASCO COUNTY, FLORIDA

FAX (NPR) (727) 847-8972  
 LAND O'LAKES (813) 996-7341  
 NEW PORT RICHEY (727) 847-8131  
 DADE CITY (352) 521-4285  
 FAX (DADE CITY) (352) 521-4158  
 E-mail us at [utilcustserv@pascocountyfl.net](mailto:utilcustserv@pascocountyfl.net)

UTILITIES SERVICES BRANCH  
 FISCAL & CUSTOMER SERVICES DIV.  
 PASCO COUNTY GOV'T. COMPLEX  
 7508 LITTLE RD. - P.O. BOX 2139  
 NEW PORT RICHEY, FL 34656-2139

CERTIFIED MAIL NO. 7002 2410 0001 4734 5600  
 RETURN RECEIPT REQUESTED

September 26, 2007

Aqua Utilities  
 Attn: Earl Edwards  
 6960 Prof Pkwy E  
 Sarasota, FL 34240-8428

**RECEIVED**  
 OCT 9 1 2007  
 Aqua Utilities  
 Florida Inc.

RE: Account # 301-01-0005-1-24

Dear Sir or Madam:

The following are the rates and increases for bulk water for the next 4 years:

YEAR	WATER W/STORAGE	WATER W/O STORAGE	CAPITAL RECOVERY SURCHARGE
2007	\$3.43/kgal	\$3.68/kgal	\$0.68/kgal
2008	\$3.46/kgal	\$3.72/kgal	\$0.68/kgal
2009	\$3.49/kgal	\$3.76/kgal	\$0.68/kgal
2010	\$3.52/kgal	\$3.80/kgal	\$0.68/kgal

The increase will not go into affect until December of 2007 and then each year after will be on October 1<sup>st</sup>.

Very Truly Yours

Pasco County Utilities Division

*Annamarie O'Dell*

Annamarie O'Dell  
 Utilities Customer Service Manager



033 03274 04

PASCO COUNTY UTILITIES SE  
7508 LITTLE ROAD  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 996-7341



AQUA UTILITIES FLORI DA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

05/22/2009

SERVICE FROM 04/16/2009 TO 05/20/2009  
PREVIOUS READING 030564000

PRIOR BALANCE 22427.88  
PAYMENTS 22427.88

CURRENT READING 036649000  
GALLONS USED 6085000

WATER CHARGES 22636.20  
SEWER CHARGES

SERVICE ADDRESS 0 BULK WATER

ADJUSTMENTS

ACCOUNT NUMBER 301-01-0005-1-24

OTHER CHARGES:

RECEIVED ENTERED JUN 0 1 2009

JUN -1 2009

Aqua Utilities  
Florida Inc.

# 22465  
64291610100  
Bel...  
6/1/09

LABORATORY TESTS  
SEPTAGE  
FIRE HYDRANTS/LINES  
BACK-FLOW  
RECLAIMED WATER  
LANDFILL  
SLUDGE  
IMPACT FEES  
FINE  
INTEREST  
OTHER

CURRENT CHARGES 22636.20

TOTAL DUE 22636.20

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

CRITICAL WATER SHORTAGE. REDUCE YOUR USE.

PLEASE RETURN THIS STUB BY 06/08/2009

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301010005124

TOTAL DUE 22636.20

Temp-Return Service Requested

TOTAL PAID



AQUA UTILITIES FLORI DA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

30101000512430022636205000



033 03314 10

PASCO COUNTY UTILITIES

7508 LITTLE ROAD  
P.O. DRAWER 2139

NEW PORT RICHEY, FL 34656-2139

NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285

LAND O LAKES (813) 996-7341



AQUA UTILITIES FLORIDA INC

ATT: EARL EDWARDS

PO BOX 490310

LEESBURG

FL 34749-0310

06/23/2009

SERVICE FROM 05/20/2009 TO 06/16/2009  
PREVIOUS READING 036649000

CURRENT READING 041460000  
GALLONS USED 4811000

SERVICE ADDRESS 0 BULK WATER

PRIOR BALANCE 22636.20  
PAYMENTS 22636.20

WATER CHARGES 17896.92  
SEWER CHARGES

ADJUSTMENTS

ACCOUNT NUMBER 301-01-0005-1-24

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

PAY YOUR BILL ONLINE! GO TO WWW.PAYPASCO.COM  
AND USE YOUR ACCOUNT NUMBER ABOVE AND THE  
FOLLOWING 6 DIGIT PIN CODE ---> 958473

RECEIVED

JUN 29 2009

Aqua Utilities  
Florida Inc.

*# 22465*  
*Earl Edwards*

CURRENT CHARGES 17896.92

TOTAL DUE 17896.92

ENTERED JUN 29 2009

*1675 6429 610105*

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

REMINDER: CURRENT WATERING RESTRICTIONS REMAIN IN EFFECT.

PLEASE RETURN THIS STUB BY 07/10/2009

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

ACCOUNT NUMBER 301010005124

TOTAL DUE 17896.92

TOTAL PAID

Temp-Return Service Requested



AQUA UTILITIES FLORIDA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

30101000512430017896926000





033 03359 07

PASCO COUNTY UTILITIES SERVICES DIVISION  
7508 LITTLE ROAD  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 996-7341



AQUA UTILITIES FLORIDA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

07/23/2009

*\$ 22465*

SERVICE FROM 06/16/2009 TO 07/16/2009  
PREVIOUS READING 041460000

PRIOR BALANCE 17896.92  
PAYMENTS 17896.92

CURRENT READING 046309000  
GALLONS USED 4849000

WATER CHARGES 18038.28  
SEWER CHARGES

SERVICE ADDRESS 0 BULK WATER

ADJUSTMENTS

ACCOUNT NUMBER 301-01-0005-1-24

OTHER CHARGES:

PAY YOUR BILL ONLINE! GO TO WWW.PAYPASCO.COM  
AND USE YOUR ACCOUNT NUMBER ABOVE AND THE  
FOLLOWING 6 DIGIT PIN CODE ----> 958473

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

*6429/610100  
pay  
7/29*

**RECEIVED**

JUL 29 2009

Aqua Utilities  
Florida inc.

CURRENT CHARGES 18038.28

TOTAL DUE 18038.28

**DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE**

**REMEMBER: CURRENT WATERING RESTRICTIONS REMAIN IN EFFECT**

**ENTERED JUL 29 2009**

PLEASE RETURN THIS STUB BY 08/09/2009

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

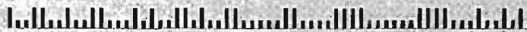
**PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.**

ACCOUNT NUMBER 301010005124

TOTAL DUE 18038.28

TOTAL PAID

**Temp-Return Service Requested**



AQUA UTILITIES FLORIDA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

30101000512430018038280000



033 0341438 3416



PASCO COUNTY UTILITIES SERVICES  
7508 LITTLE ROAD  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 996-7341

AQUA UTILITIES FLORIDA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

08/24/2009

SERVICE FROM 07/16/2009 TO 08/20/2009  
PREVIOUS READING 046309000

PRIOR BALANCE 18038.28  
PAYMENTS 18038.28

CURRENT READING 052384000  
GALLONS USED 6075000

WATER CHARGES 22599.00  
SEWER CHARGES

SERVICE ADDRESS 0 BULK WATER

ADJUSTMENTS

ACCOUNT NUMBER 301-01-0005-1-24

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

PAY YOUR BILL ONLINE! GO TO WWW.PAYPASCO.COM  
AND USE YOUR ACCOUNT NUMBER ABOVE AND THE  
FOLLOWING 6 DIGIT PIN CODE ---> 958473

RECEIVED

AUG 28 2009

Aqua Utilities  
Florida Inc.

*Bill*  
*8/31/09*

CURRENT CHARGES 22599.00

TOTAL DUE 22599.00

# 22465  
6429 610100  
ENTERED AUG 31 2009

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN  
IMMEDIATE DISCONNECTION OF SERVICE

REMINDER: CURRENT WATERING RESTRICTIONS REMAIN IN EFFECT.

PLEASE RETURN THIS STUB BY 09/10/2009

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT  
CHARGES ONLY. UNPAID PRIOR BALANCE IS  
PAST DUE AND MAY RESULT IN IMMEDIATE  
DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301010005124

TOTAL DUE 22599.00

TOTAL PAID

Temp-Return Service Requested



AQUA UTILITIES FLORIDA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

30101000512430022599007000



U33 U3459 40 3459



PASCO COUNTY UTILITIES SERVICES BRANCH  
7508 LITTLE ROAD  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 996-7341

AQUA UTILITIES FLORIDA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

09/23/2009

SERVICE FROM 08/20/2009 TO 09/14/2009  
PREVIOUS READING 052384000

CURRENT READING 056598000  
GALLONS USED 4214000

SERVICE ADDRESS 0 BULK WATER

PRIOR BALANCE 22599.00  
PAYMENTS 22599.00

WATER CHARGES 15676.08  
SEWER CHARGES

ADJUSTMENTS

ACCOUNT NUMBER 301-01-0005-1-24

OTHER CHARGES:  
LABORATORY TESTS  
SEPTAGE  
FIRE HYDRANTS/LINES  
BACK-FLOW  
RECLAIMED WATER  
LANDFILL  
SLUDGE  
IMPACT FEES  
FINE  
INTEREST  
OTHER

PAY YOUR BILL ONLINE! GO TO WWW.PAYPASCO.COM  
AND USE YOUR ACCOUNT NUMBER ABOVE AND THE  
FOLLOWING 6 DIGIT PIN CODE ---> 958473

RECEIVED

SEP 28 2009

Aqua Utilities  
Florida Inc.

22465  
6429-610100

CURRENT CHARGES 15676.08

TOTAL DUE 15676.08

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN  
IMMEDIATE DISCONNECTION OF SERVICE

ENTERED SEP 29 2009

PLEASE RETURN THIS STUB BY 10/10/2009

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

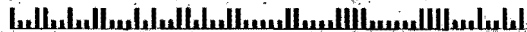
PAYMENT DUE DATE APPLIES TO CURRENT  
CHARGES ONLY. UNPAID PRIOR BALANCE IS  
PAST DUE AND MAY RESULT IN IMMEDIATE  
DISCONNECTION OF SERVICE

ACCOUNT NUMBER 301010005124

TOTAL DUE 15676.08

Temp-Return Service Requested

TOTAL PAID



AQUA UTILITIES FLORIDA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

30101000512430015676089000



PASCO COUNTY UTILITIES 033-03519-54 3522

7508 LITTLE ROAD

P.O. DRAWER 2139

NEW PORT RICHEY, FL 34656-2139

NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285

LAND O LAKES (813) 996-7341

AQUA UTILITIES FLORIDA INC

ATT: EARL EDWARDS

PO BOX 490310

LEESBURG

FL 34749-0310

10/26/2009

SERVICE FROM 09/14/2009 TO 10/16/2009  
PREVIOUS READING 056598000

CURRENT READING 061712000  
GALLONS USED 5114000

SERVICE ADDRESS 0 BULK WATER

PRIOR BALANCE 15676.08  
PAYMENTS 15676.08

WATER CHARGES 19228.64  
SEWER CHARGES

ADJUSTMENTS

ACCOUNT NUMBER 301-01-0005-1-24

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

EASY PAY ONLINE: GO TO WWW.PAYPASCO.COM  
AND USE YOUR ACCOUNT NUMBER ABOVE AND THE  
FOLLOWING 6 DIGIT PIN CODE ---> 958473

*Handwritten:* \*22465  
6429 610100

RECEIVED

NOV - 5 2009

Aqua Utilities  
Florida Inc.

*Handwritten signature:* Earl Edwards  
11-5-09

ENTERED NOV 05 2009

CURRENT CHARGES 19228.64

TOTAL DUE 19228.64

**DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE**

**PASCO UTILITIES: "FOCUSED ON SERVICE, COMMITTED TO EXCELLENCE"  
RATE CHANGES EFFECTIVE 10/01/2009**

PLEASE RETURN THIS STUB BY 11/12/2009

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

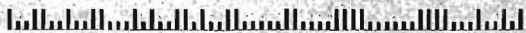
**PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.**

ACCOUNT NUMBER 301010005124

TOTAL DUE 19228.64

TOTAL PAID

**Temp-Return Service Requested**



AQUA UTILITIES FLORIDA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

30101000512430019228640000

033 09574 67359



PASCO COUNTY UTILITIES SERVICES BRANCH  
7508 LITTLE ROAD  
P.O. DRAWER 2139

AQUA UTILITIES FLORI DA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 347490310

NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 986-7341

11/25/2009

SERVICE FROM 10/16/2009 TO 11/13/2009  
PREVIOUS READING 61712000

CURRENT READING 66252000  
GALLONS USED 4540000

SERVICE ADDRESS 0 BULK WATER

ACCOUNT NUMBER 301-01-0005-1-24

DUPLICATE BILL  
12/08/2009

*22465  
6429 610100  
Bill  
12/8/09*

PRIOR BALANCE 19228.64  
PAYMENTS 19228.64

WATER CHARGES 17070.40  
SEWER CHARGES

ADJUSTMENTS

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

**ENTERED DEC 8 2009**

CURRENT CHARGES 17070.40

TOTAL DUE 17070.40

**DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.**

PLEASE RETURN THIS STUB BY 12/12/2009

DUPLICATE BILL 12/08/2009

**PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.**

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
301-01-0005-1-24

ACCOUNT NUMBER

TOTAL DUE 17070.40

TOTAL PAID

AQUA UTILITIES FLORI DA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 347490310

30101000512430017070401000



PASCO COUNTY UTILITIES 033 03608 22  
 7508 LITTLE ROAD  
 P.O. DRAWER 2139  
 NEW PORT RICHEY, FL 34656-2139  
 NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
 LAND O LAKES (813) 235-6012

AQUA UTILITIES FLORIDA INC  
 ATT: EARL EDWARDS  
 PO BOX 490310  
 LEESBURG FL 34749-0310

12/24/2009

SERVICE FROM 11/13/2009 TO 12/16/2009  
 PREVIOUS READING 066252000

PRIOR BALANCE 17070.40  
 PAYMENTS 17070.40

CURRENT READING 071333000  
 GALLONS USED 5081000

WATER CHARGES 19104.56  
 SEWER CHARGES

SERVICE ADDRESS 0 BULK WATER

ADJUSTMENTS

ACCOUNT NUMBER 301-01-0005-1-24

OTHER CHARGES:

EASY PAY ONLINE: GO TO WWW.PAYPASCO.COM  
 AND USE YOUR ACCOUNT NUMBER ABOVE AND THE  
 FOLLOWING 6 DIGIT PIN CODE ---> 958473

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

*Handwritten signature*  
 1/3/10

RECEIVED

JAN -4 2010

Aqua Utilities  
 Florida Inc.

*Handwritten notes:*  
 22465  
 6429 6/10/10  
 1012

CURRENT CHARGES 19104.56

TOTAL DUE 19104.56

ENTERED

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

NEW LOBBY HRS AT THE NEW PORT RICHEY UTILITY CUSTOMER SERVICE OFFICE: 7:00 A.M. TO 5:00 P.M.

PLEASE RETURN THIS STUB BY 01/10/2010

TO: PASCO COUNTY UTILITIES SERVICES  
 P.O. DRAWER 2139  
 NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301010005124

TOTAL DUE 19104.56

Temp-Return Service Requested

TOTAL PAID



AQUA UTILITIES FLORIDA INC  
 ATT: EARL EDWARDS  
 PO BOX 490310  
 LEESBURG FL 34749-0310

30101000512430019104564000



033 03654423058  
 PASCO COUNTY UTILITIES SERVICES DIVISION  
 7508 LITTLE ROAD  
 P.O. DRAWER 2139  
 NEW PORT RICHEY, FL 34656-2139  
 NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
 LAND O LAKES (813) 235-6012

AQUA UTILITIES FLORIDA INC  
 ATT: EARL EDWARDS  
 PO BOX 490310  
 LEESBURG FL 34749-0310

01/25/2010

SERVICE FROM 12/16/2009 TO 01/13/2010  
 PREVIOUS READING 071333000

CURRENT READING 075683000  
 GALLONS USED 4350000

SERVICE ADDRESS 0 BULK WATER

ACCOUNT NUMBER 301-01-0005-1-24

PRIOR BALANCE 19104.56  
 PAYMENTS 19104.56

WATER CHARGES 16356.00  
 SEWER CHARGES

ADJUSTMENTS

OTHER CHARGES:  
 LABORATORY TESTS  
 SEPTAGE  
 FIRE HYDRANTS/LINES  
 BACK-FLOW  
 RECLAIMED WATER  
 LANDFILL  
 SLUDGE  
 IMPACT FEES  
 FINE  
 INTEREST  
 OTHER

CURRENT CHARGES 16356.00

TOTAL DUE 16356.00

GO TO WWW.PAYPASCO.COM TO VIEW YOUR  
 BALANCE AND/OR PAY ONLINE. USE ACCOUNT  
 NUMBER ABOVE AND PIN CODE ----> 958473

*\$ 22465*

RECEIVED

FEB -3 2010

Aqua Utilities  
 Florida Inc.

*6429  
 1012 610100*

ENTERED FEB 04 2010

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

PLEASE RETURN THIS STUB BY 02/11/2010

TO: PASCO COUNTY UTILITIES SERVICES  
 P.O. DRAWER 2139  
 NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301010005124

TOTAL DUE 16356.00

TOTAL PAID

Temp-Return Service Requested



AQUA UTILITIES FLORIDA INC  
 ATT: EARL EDWARDS  
 PO BOX 490310  
 LEESBURG FL 34749-0310

*[Signature]*  
 2/3/10

30101000512430016356001000



033-03700-63 3703

PASCO COUNTY UTILITIES SERVICES BRANCH  
7508 LITTLE ROAD  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 235-6012

AQUA UTILITIES FLORIDA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

*\* 22465*

02/23/2010

SERVICE FROM 01/13/2010 TO 02/19/2010  
PREVIOUS READING 075683000

CURRENT READING 080965000  
GALLONS USED 5282000

SERVICE ADDRESS 0 BULK WATER

ACCOUNT NUMBER 301-01-0005-1-24

PRIOR BALANCE 16356.00  
PAYMENTS 16356.00

WATER CHARGES 19860.32  
SEWER CHARGES

ADJUSTMENTS

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

*[Handwritten signature]*

GO TO WWW.PAYPASCO.COM TO VIEW YOUR  
BALANCE AND/OR PAY ONLINE. USE ACCOUNT  
NUMBER ABOVE AND PIN CODE ----> 958473

RECEIVED

MAR -1 2010

Aqua Utilities  
Florida Inc.

*6429 610100  
1012*

CURRENT CHARGES 19860.32

TOTAL DUE 19860.32

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ENTERED MAR 01 2010

PLEASE RETURN THIS STUB BY 03/12/2010

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301010005124

TOTAL DUE 19860.32

TOTAL PAID

Temp-Return Service Requested



AQUA UTILITIES FLORIDA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

30101000512430019860325000





033 03748 49

PASCO COUNTY UTILITIES SERVICES BRANCH  
7508 LITTLE ROAD  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 235-6012

QUA UTILITIES FLORI DA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

03/23/2010

SERVICE FROM 02/19/2010 TO 03/16/2010  
PREVIOUS READING 080965000

CURRENT READING 084952000  
GALLONS USED 3987000

SERVICE ADDRESS 0 BULK WATER

ACCOUNT NUMBER 301-01-0005-1-24

GO TO WWW.PASCOEASYPAY.COM TO VIEW YOUR  
BALANCE AND/OR PAY ONLINE. USE ACCOUNT  
NUMBER ABOVE AND PIN CODE ----> 958473

RECEIVED

MAR 29 2010

Aqua Utilities  
Florida Inc.

*6429 1012 610100*

*\$ 22465*

PRIOR BALANCE 19860.32  
PAYMENTS 19860.32

WATER CHARGES 14991.12  
SEWER CHARGES

ADJUSTMENTS

OTHER CHARGES:

LABORATORY TESTS  
SEPTAGE  
FIRE HYDRANTS/LINES  
BACK-FLOW  
RECLAIMED WATER  
LANDFILL  
SLUDGE  
IMPACT FEES  
FINE  
INTEREST  
OTHER

*Bill*  
*3/29/10*

CURRENT CHARGES 14991.12

TOTAL DUE 14991.12

DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE

ENTERED MAR 30 2010

PLEASE RETURN THIS STUB BY 04/09/2010

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139

PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.

ACCOUNT NUMBER 301010005124

TOTAL DUE 14991.12

Temp-Return Service Requested

TOTAL PAID



AQUA UTILITIES FLORI DA INC  
ATT: EARL EDWARDS  
PO BOX 490310  
LEESBURG FL 34749-0310

30101000512430014991123000



033 0380442 3807

PASCO COUNTY UTILITIES SERVICES BRANCH  
7508 LITTLE ROAD  
P.O. DRAWER 2139

AQUA UTILITIES FLORI DA INC  
ATT: EARL EDWARDS  
PO BOX 2480  
LADY LAKE FL 321582480

NEW PORT RICHEY, FL 34656-2139  
NEW PORT RICHEY (727) 847-8131 DADE CITY (352) 521-4285  
LAND O LAKES (813) 896-7341

04/23/2010

SERVICE FROM 03/16/2010 TO 04/13/2010  
PREVIOUS READING 84952000

CURRENT READING 89565000  
GALLONS USED 4613000

SERVICE ADDRESS 0 BULK WATER

ACCOUNT NUMBER 301-01-0005-1-24

PRIOR BALANCE 14991.12  
PAYMENTS 14991.12

WATER CHARGES 17344.88  
SEWER CHARGES

ADJUSTMENTS

OTHER CHARGES:

- LABORATORY TESTS
- SEPTAGE
- FIRE HYDRANTS/LINES
- BACK-FLOW
- RECLAIMED WATER
- LANDFILL
- SLUDGE
- IMPACT FEES
- FINE
- INTEREST
- OTHER

CURRENT CHARGES 17344.88

TOTAL DUE 17344.88

ENTERED MAY 07 2010

DUPLICATE BILL  
05/07/2010

*# 22465  
6429  
1012 610100*

**DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.**

PLEASE RETURN THIS STUB BY 05/10/2010

DUPLICATE BILL 05/07/2010

**PAYMENT DUE DATE APPLIES TO CURRENT CHARGES ONLY. UNPAID PRIOR BALANCE IS PAST DUE AND MAY RESULT IN IMMEDIATE DISCONNECTION OF SERVICE.**

TO: PASCO COUNTY UTILITIES SERVICES  
P.O. DRAWER 2139  
NEW PORT RICHEY, FL 34656-2139  
301-01-0005-1-24

ACCOUNT NUMBER

TOTAL DUE 17344.88

TOTAL PAID

AQUA UTILITIES FLORI DA INC  
ATT: EARL EDWARDS  
PO BOX 2480  
LADY LAKE FL 321582480

30101000512430017344887000

Aqua Utilities Florida, Inc.  
Docket No. 100330-WS

Pasco County

Tangerine

Chemical Expense  
Adjustment  
Aqua Mag for Sequestering Project



**DAVE SYMONDS & ASSOCIATES, INC.**  
 36730 Emerald Island Rd.  
 LEESBURG, FLORIDA 34788

**INVOICE**

DATE: 3/19/2010  
 INVOICE NO.: 21426

(352) 787-0340  
 (800) 226-0340



BILL TO:

Aqua Utilities Florida  
 1100 Thomas Ave  
 Leesburg, FL 34749

SHIP TO:

Tangerine

**RECEIVED**

MAR 23 2010

Aqua Utilities  
 Florida Inc.

PO NUMBER	TERMS	REP	SHIP	VIA	FOB	PRODUCT
	30 days	Sym	3/19/2010	Del.	Destination	Tangerine
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT		
1	F-1	55 Gallon Drum of Aqua Mag (Batch #100219)	745.00	745.00		
			7.00%	52.15		
		<p>22343            (6428) 1000-618300            MD            3-26-10</p>				
		<p>ENTERED MAR 29 2010</p>				
Thank you for your business!			<b>TOTAL</b>	\$797.15		