

**Lee County Board of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20021344

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Conduct a public hearing and consider the adoption of a County Resolution for the approval and authorization for the Chairman's signature on a Tri-Party Franchise Agreement to Bonita Springs Utilities, Inc. (BSU) for providing public water and sewer services from the City of Bonita Springs and Lee County.

**WHY ACTION IS NECESSARY:** Franchises granted by Lee County to eligible utilities must be executed by the Board of County Commissioners per general law.

**WHAT ACTION ACCOMPLISHES:** Provides a City / County Franchise to BSU for providing water and sewer services in a defined area of southern Lee County.

**2. DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT # 3 **5:00 #6**

**3. MEETING DATE:**  
**12-10-2002**

**4. AGENDA:**

CONSENT

ADMINISTRATIVE

APPEALS

PUBLIC 5:00 p.m.

WALK ON

**TIME REQUIRED:**  
10 minutes

**5. REQUIREMENT/PURPOSE:**  
(Specify)

STATUTE §§125.01 & 367.022, F.S.

ORDINANCE

ADMIN. CODE

OTHER

**6. REQUESTOR OF INFORMATION:**

A. COMMISSIONER

B. DEPARTMENT County Attorney

C. DIVISION General Services

BY: David M. Owen  
Chief Assistant County Attorney

**7. BACKGROUND:** May through October, 2002 - representatives from the City of Bonita Springs, Lee County and Bonita Springs Utilities, Inc. (BSU) conducted negotiations for the development of a tri-party franchise for BSU.

(BACKGROUND CONTINUED - NEXT PAGE)

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
N/A	N/A	N/A	R. Diaz 11/21/02	11/21/02	OA 11/21/02	OM 11/21/02	RISK 11/21/02	GC 11/21/02	11/20/02

**10. COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED

OTHER

RECEIVED BY  
COUNTY ADMIN. RK  
11-21-02  
4:15  
COUNTY ADMIN.  
FORWARDED TO:  
11/25/02 SIP

CO. ATT. 11/21/02  
FORWARDED  
TO CO. ADMIN.  
3:50 pm

On October 2, 2002, the City of Bonita Springs executed the franchise, styled as a municipal ordinance, pursuant to their charter. On November 5, 2002, BSU executed the franchise.

The franchise is now being considered for adoption by the Board of County Commissioners with respect to those areas of unincorporated Lee County that are within the BSU franchise area as originally granted by Lee County.

The salient points of the franchise are these:

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- a) ~~BSU will be franchised by the City of Bonita Springs for its franchise area within the municipal, corporate limits,~~
  - b) BSU will be franchised by Lee County for its franchise area within unincorporated Lee County,
  - c) The City of Bonita Springs will administer the franchise with respect to service and set rates for the entire franchise area, such service levels and/or rates not to be discriminatory,
  - d) The County reserves standing and the right to contest actions of the City of Bonita Springs with respect to the franchise on behalf of its unincorporated citizens within the BSU franchise,
  - e) The term of the franchise is for thirty (30) years and will take effect January 1, 2003,
  - f) The County retains the right to impose a franchise fee if the County also elects to do so, and only if BSU becomes a "for profit" utility.

The County's interests with respect to its citizens in the BSU franchise area are protected by the County's being a party to the franchise as outlined above.

Staff recommends the adoption of the Resolution for the approval and execution of the tri-party franchise for BSU.

LEE COUNTY RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF LEE COUNTY APPROVING A TRI-PARTY FRANCHISE AGREEMENT BY AND AMONG LEE COUNTY, THE CITY OF BONITA SPRINGS AND BONITA SPRINGS UTILITIES, INC. ("BSU"); AUTHORIZING THE CHAIRMAN'S SIGNATURE THEREON; PROVIDING FOR TERMINATION OF THE LEE COUNTY FRANCHISE TO BSU OF AUGUST 13, 2002; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Lee County ("County") is a political subdivision and charter county of the State of Florida and possesses all local governmental powers as provided for by the Florida Constitution and general law; and,

WHEREAS, the City of Bonita Springs ("City") is a duly formed and empowered municipal corporation of the State of Florida; and,

WHEREAS, the Bonita Springs Utility Co., Inc. ("BSU") is a Florida not-for-profit corporation organized under Chapter 617, F.S., and a water and sewer provider to the public which is exempt from Florida Public Service Commission-regulation pursuant to Section 367.022, F.S.; and,

WHEREAS, as an exempt utility entity, BSU must hold a local government franchise in order to conduct its public business, and has held such a franchise from Lee County continuously since 1970; and,

WHEREAS, in 1999, the City of Bonita Springs was incorporated, which now comprises the majority of the BSU franchise area; and,

WHEREAS, the City has expressed its desire to franchise BSU for the incorporated

areas of its franchise, and the County has expressed its desire to continue to franchise BSU for the unincorporated areas of its franchise; and,

WHEREAS, the Parties have determined that it serves a public purpose and is in the public's interest that both the City and the County franchise BSU for their respective governmental areas; and,

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WHEREAS, the County by and through its Board of County Commissioners hereby finds that its execution of the City's Franchise Agreement (City of Bonita Springs Ordinance No. 02-14) is lawful and for the benefit of Lee County citizens; and,

WHEREAS, the Board of County Commissioners set this matter for a public hearing on Tuesday, December 10, 2002, at 5:00 p.m., and caused due notice thereof to be published in the Fort Myers News-Press, copies of said notice are attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, that:

1. A public hearing was conducted on Tuesday, December 10, 2002 at 5:00 p.m. in the Board Chambers, 2120 Main Street, Fort Myers, at which time the Board considered the approval of the Tri-Party Franchise Agreement for BSU as stated above, and all interested parties were permitted to address the Board and to make statements of record; and the Board, after being advised in the premises, makes the following determinations and takes the following official actions:

- A. The above recitals are hereby accepted and adopted as true and accurate, and are incorporated herein as if set out at length.

- B. The Franchise Agreement as proposed by and among the Parties (City of Bonita Springs Ordinance No. 02-14) is hereby approved, accepted and adopted.
  - C. The Chairman of the Board of County Commissioners is hereby authorized to execute the subject Franchise Agreement on behalf of Lee County.
  - D. The Lee County Franchise issued to BSU dated as of August 13, 2002, will be deemed terminated and of no further force or effect as of midnight, Tuesday, December 31, 2002, except for those tariffs adopted pursuant to the Lee County Franchise, which shall continue and remain in effect until duly revised by the City of Bonita Springs pursuant to its Ordinance No. 02-14.
2. The provisions of this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners by official vote at the public hearing.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and, being put to a vote, the vote was as follows:

DOUGLAS ST. CERNY \_\_\_\_\_

BOB JANES \_\_\_\_\_

RAY JUDAH \_\_\_\_\_

ANDREW COY \_\_\_\_\_

JOHN ALBION \_\_\_\_\_

DULY PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of the County Attorney

LEE COUNTY  
NOTICE OF INTENT TO ENACT A COUNTY RESOLUTION

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on Tuesday, the 10th day of December, 2002, at 5:00 o'clock, p.m., in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider the enactment of a County Resolution pursuant to Chapter 125, Florida Statutes. The title of the proposed County Resolution is as follows:

**A RESOLUTION OF LEE COUNTY APPROVING A TRI-PARTY FRANCHISE AGREEMENT BY AND AMONG LEE COUNTY, THE CITY OF BONITA SPRINGS AND BONITA SPRINGS UTILITIES, INC. ("BSU"); AUTHORIZING THE CHAIRMAN'S SIGNATURE THEREON; PROVIDING FOR TERMINATION OF THE LEE COUNTY FRANCHISE TO BSU OF AUGUST 13, 2002; PROVIDING FOR AN EFFECTIVE DATE.**

1. Copies of this Notice and the proposed Resolution are on file in the Minutes Office of the Clerk of Courts of Lee County. The public may inspect or copy the Resolution during regular business hours at the Office of Public Resources. The Minutes Office and Public Resources are located in the Courthouse Administration Building, 2115 Second Street, Fort Myers, Florida. Public Resources is located on the first floor and the Minutes Office is located on the second floor of the Courthouse Administration Building.
2. Interested parties may appear at the meeting in person or through counsel, and be heard with respect to the adoption of the proposed Resolution.
3. Anyone wishing to appeal the decision(s) made by the Board with respect to any matter considered at this meeting, will need a record of the proceedings for such

appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

4. The Resolution shall take effect immediately upon its adoption by the Board of County Commissioners at the public hearing.

5. If you have a disability that will require special assistance or accommodations for your attendance at the public hearing, please call the Lee County Division of Public Resources at 335-2269 for information.

PLEASE GOVERN YOURSELF ACCORDINGLY.

The text of this Notice is in conformance with Section 125.66, Florida Statutes (2002), and other relevant sections of Florida law.

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Charlie Green, Ex-Officio Clerk  
to the Board of County Commissioners  
of Lee County, Florida

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Office of the County Attorney

Ad Size: 2 x 5

Publishing Dates: 11/26/02 & 12/3/02



G. DONALD THOMSON, P.A.  
ATTORNEYS AT LAW  
BONITA BAY EXECUTIVE CENTER II  
3461 BONITA BAY BOULEVARD  
SUITE 220  
BONITA SPRINGS, FLORIDA 34134

RICHARD S. ANNUNZIATA  
G. DONALD THOMSON

TELEPHONE (239) 498-6222  
TELECOPIER (239) 498-6225

November 8, 2002

VIA: HAND DELVIERY/COURIER SERVICE

David M. Owen  
Chief Assistant County Attorney  
Lee County  
2115 Second Street Floor 6,  
Fort Myers, FL 33901

Re: Bonita Springs Utilities, Inc., City of Bonita Springs  
and Lee County/Franchise Agreement


02 NOV - 8 PM 3:29  
LEE CO. ATTORNEY

Dear David:

I am enclosing the original Franchise Agreement executed by the City of Bonita Springs and Bonita Springs Utilities Inc., with attachments. Upon Lee County's execution, please forward the original fully executed Agreement to the Audrey Vance and a forward a courtesy copy to this office. Thank you for your cooperation.

If you have any questions, please give me a call.

Sincerely yours,

  
G. Donald Thomson

Schedule for  
R.H. : 12/10/02  
5:00 P.M.

GDT/lmm  
enc

cc: Fred Partin, Executive Director (w/o enc)  
John Jenkins, Esquire (w/o enc)

EA1490131.letters@owen 1107.doc

**FRANCHISE AGREEMENT BY, BETWEEN AND AMONG  
BONITA SPRINGS UTILITIES, INC.,  
THE CITY OF BONITA SPRINGS, FLORIDA, and  
LEE COUNTY, FLORIDA**

**CITY OF BONITA SPRINGS ORDINANCE NO. 02-14**

**AN ORDINANCE OF THE CITY OF BONITA SPRINGS, CREATING THE  
FRANCHISE AGREEMENT, BY, BETWEEN AND AMONG BONITA  
SPRINGS UTILITIES, INC., THE CITY OF BONITA SPRINGS,  
FLORIDA, AND LEE COUNTY, FLORIDA; GRANTING TO BONITA  
SPRINGS UTILITIES, INC., ITS SUCCESSORS AND ASSIGNS, AN  
EXCLUSIVE WATER AND WASTEWATER UTILITY FRANCHISE  
AGREEMENT, IMPOSING CITY-WIDE PROVISIONS AND CONDITIONS  
RELATING THERETO, AND PROVIDING FOR AN EFFECTIVE DATE**

**THIS AGREEMENT**, entered into at Lee County, Florida, to become effective upon the last of (1) the adoption by the City of Bonita Springs of its Ordinance creating a Franchise Agreement by and between the City of Bonita Springs, Bonita Springs Utilities, Inc., and Lee County, Florida, (2) the adoption of a Resolution by the Board of County Commissioners of Lee County, Florida approving the Franchise Agreement between the parties hereto, and (3) the adoption by the Board of Directors of Bonita Springs Utilities, Inc. of the said Franchise Agreement; and

**WHEREAS**, Bonita Springs Utilities, Inc., a Florida not-for-profit corporation ("Utility"), the City Council of the City of Bonita Springs ("City") and Lee County, Florida ("County"), "The Parties" hereto, desire to enter into a Franchise Agreement, with the intention that such Franchise Agreement will supercede that certain existing "Amended and Restated Franchise Agreement by and between Bonita Springs Utilities, Inc. and Lee County, Florida" by the collective adoption of this Ordinance; and

**WHEREAS**, the City was created and established effective December 31, 1999; and

**WHEREAS**, the Utility, formerly known as Bonita Springs Water System, Inc. ("Utility"), is a tax-exempt entity under Internal Revenue Code Section 501(c)(12), and a company that provides water, wastewater and irrigation water service solely to its members who own and control the Utility. The Utility is also a Florida not-for-profit corporation, organized under Chapter 617, Florida Statutes; and

**WHEREAS**, because the Utility provides service solely to its members who own and control the Utility, it is exempt from regulation by the Florida Public Service Commission pursuant to Section 367.0229(7), Florida Statutes; and

**WHEREAS**, since February 11, 1970, the Utility has been granted a franchise by Lee County, Florida ("County"), to construct, maintain, equip and operate a water and wastewater collection, disposal and distribution system in certain parts of unincorporated southern Lee County, a legal description of such territory is attached hereto and incorporated herein as Exhibit "A", most of which, is now located within the municipal boundaries of the City ("County Franchise"); and

**WHEREAS**, the County regulates the rates and charges of the Utility, including approving the Utility's water and wastewater tariffs; and

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**WHEREAS**, the Utility currently has outstanding revenue bonds, which the ability to repay by the Utility cannot be impaired by this Franchise Agreement; and

**WHEREAS**, the City, County and the Utility believe it to be in their mutual best interest for the Utility to continue to provide potable water and wastewater treatment services to the unincorporated areas of Exhibit "A" and for the City to grant (i) the Utility a license to construct, maintain, repair, operate and remove the Utility's water and wastewater pipelines, pumps and other structures utilized by the Utility on, over, across and along any highway, public road or other right-of-way now owned or hereafter acquired by the City, and (ii) a franchise to the Utility as the exclusive provider of water and wastewater service within the City's municipal boundaries, as such may be amended, and including any zones created by the City under Section 180.02, Florida Statutes. A legal description of the current municipal boundaries of the City is attached hereto and incorporated herein as Exhibit "B"; and

**WHEREAS**, the City and the Utility believe it to be in their mutual interest for the City to grant to the Utility a non-exclusive license to construct, maintain, repair, operate and remove the Utility's irrigation water pipelines, pumps and other structures utilized by the Utility on, over, across and along any highway, public road, or other right-of-way now owned or hereinafter required by the City; and

**WHEREAS**, the County agrees with the foregoing, provided, however, that the County shall have standing to contest any actions of the Parties as to those customers of the Utility located outside of the City limits of the City of Bonita Springs, as may be amended from time to time.

**NOW, THEREFORE; IN CONSIDERATION OF THE MUTUAL BENEFITS, COVENANTS, PROMISES AND CONDITIONS CONTAINED HEREIN, THE CITY OF BONITA SPRINGS HEREBY ORDAINS, AND LEE COUNTY AGREES, THAT:**

**SECTION ONE:** The above recitals are true, correct, and incorporated herein by reference.

**SECTION TWO: GRANT OF FRANCHISE**

(A) City hereby grants Utility, for a period of thirty (30) years from the effective date hereof, the exclusive right, privilege and franchise to construct, maintain and operate in, under, upon, over and across the present and future streets, roads, terraces, alleys, bridges, easements, and other public places located anywhere within the City of Bonita Springs, and as its boundaries may be amended, and any zones created by the City under Section 180.02, Florida Statutes, in accordance with established practice with respect to sewerage and water service or services, construction, operation and maintenance of sewerage collection facilities (including pumping stations, gravity sewer water services and all services or services incidental or necessary with respect thereto) to the City of Bonita Springs and its environs and all buildings located thereon and to the occupants thereof.

(B) County hereby grants to Utility, for a period of thirty (30) years from the effective date hereof, the exclusive right, privilege and franchise to construct, maintain and operate in, under, upon, over, and across the present and future streets, roads, terraces, alleys, bridges, easements, and other public places located anywhere within the unincorporated area as described in Exhibit "A" in accordance with the established practice with respect to sewerage and water service or services, construction, operation and maintenance of sewerage and water facilities (including pumping stations, gravity sewer main and services, and all sewer services incidental or necessary with respect thereto) to the County within such unincorporated areas of Exhibit "A" and its environs and all buildings located thereon and to the occupants thereof.

(C) The Parties agree that this Franchise shall control all matters of rate setting, line extension, and service area issues over all lands as shown in Exhibit "A", provided however, all customers located within or outside the territorial limits of the City shall be treated equally and there shall be no differentiation as regards to rates and charges for customers located within or outside the City. Lee County shall have legal standing to contest the actions of the City and/or the Utility as to rate making, provision of service, and for all other matters contained within this Agreement as to those customers located within the unincorporated areas described in Exhibit "A". If, in the future, the boundaries of the City of Bonita Springs change, Exhibit "B" shall be modified accordingly and with the same formalities as the adoption of this Franchise Ordinance. Further, to the extent that any other entity, public or private, has been granted territorial rights within the City for provision of water, wastewater, or reuse utility services, such as by authority granted from the Florida Public Service Commission, then such prior grant, to the extent thereof, shall be deemed controlling.

### **SECTION THREE: LICENSE**

(A) The City grants to the Utility a non-exclusive license to construct, maintain, repair, operate and remove the Utility's water, wastewater and irrigation water pipelines, pumps and other structures utilized by the Utility on, over, across and along any highway, road or other right-of-way now owned or hereafter acquired by the City.

(B) The County grants to the Utility a non-exclusive license to construct, maintain, repair, operate and remove the Utility's water, wastewater and irrigation water

pipelines, pumps and other structures utilized by the Utility on, over, across, and along any highway, road or other right-of-way now owned or hereinafter acquired by the County within the unincorporated areas as described in Exhibit "A".

(C) The licenses granted are in perpetuity; provided, however, the City or the County, as may be applicable, may terminate the license, as to a specific highway, road or other right-of-way, or portion thereof, if such highway, road or other right-of-way is closed, abandoned, vacated, discontinued or reconstructed.

(D) The Utility shall not create any obstruction or condition that is, or may become, knowingly dangerous to the traveling public in either the City's or County's service area, further, the Utility will notify the City or County, whichever is applicable, before performing any work in City or County rights-of-way, unless work is of an emergency nature, and in which case notification should be as soon as practicable.

(E) The Utility shall hold the City, its Council members and employees, and the County, its Board of Commissioners and employees, harmless from the payment of any compensation or damages to any third parties resulting from the Utility's exercise of this Grant of License.

(F) The Utility shall promptly repair any damage or injury to any highway, road or other right-of-way to which this Grant of License is applicable, which is caused by reason of the exercise of this Grant of License. Further, the Utility shall restore such highway, road, or other right-of-way to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury.

(G) If the City or County widens, repairs or reconstructs any highway, road or other right-of-way that is subject to this Grant of License, the Utility shall move or remove the Utility's water, wastewater or irrigation water lines or other structures at no cost to the City or County; provided, however, in the absence of an emergency, the Utility shall be provided at least 30 days advance written request to move or remove such lines. Whenever reasonable the City and County will attempt to minimize relocations to their best ability.

(H) All work performed by the Utility, or its designee, pursuant to this Grant of License shall be performed in a good and workmanlike manner utilizing best engineering practices. All excavations or damage caused by the Utility by reason of such work shall, within a reasonable time and as nearly as practicable after such excavation or damage, be repaired by the Utility to as good as condition as before the time of such excavation or damage.

#### **SECTION FOUR: RENEWAL**

(A) At the end of each fifth year anniversary hereof, this Franchise Agreement shall automatically be renewed for an additional five year term, (for a total term of thirty [30] years) under the same terms and conditions as set forth herein, provided that at least six (6) months prior to the expiration of each such five year period Utility shall notify City and County of its intent to renew for an additional five year term.

(B) Within sixty (60) days of such notice, City and County will each schedule at a regular public meeting, the decision as to whether or not to renew. In the event the City and County decide not to renew, the Franchise Agreement shall terminate twenty-five years after the expiration of the five year period.

(C) This provision is not intended to in any way limit the ability of the City, County, and Utility to otherwise extend this Franchise Agreement by mutual written agreement between them.

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## **SECTION FIVE: RATES AND CHARGES**

(A) Utility is hereby authorized and empowered to establish, charge and enforce such rates and charges as are shown on the rate schedules (tariffs) attached hereto as Exhibit "C," however, notwithstanding such existing rate schedules, Utility is authorized and empowered to establish, amend, revise and enforce from time to time or times to times in the future, different rates or rate schedules reflecting rates either lower or higher than those shown in Exhibit "C", however, any such lower or higher rates or rate schedules so established and enforced from time to time by Utility shall at all times be reasonable, fair and just, and must have the prior consent by Resolution of the City Council, before said revised rates can be placed into effect.

(B) Notwithstanding the foregoing, Utility may file and enforce amended tariffs showing proposed rates and charges and impose such new rates and charges upon sixty (60) days notice to the City, subject to final review by the City and refund to Utility's members of the difference between the prior tariff rates and the revised tariff rates in the event such rates are found to be excessive, unjustified and/or unwarranted. Upon filing of any amended tariffs, the Utility will produce to the City a copy of its rate study for review by the public and the City. This provision shall not be construed to require a rate study for any "pass through" expenses, franchise fee charges or other charges or indexing, as referenced in Subsection (D) below. The City further acknowledges that a "rate study", as defined herein and as used by the industry, may be satisfied by a letter report or other similar documentation, depending upon the complexity of the rate(s) adjustments.

(C) The City shall hold a Public Hearing in order to consider the Utility's proposed rates and charges, but at such Public Hearing, the City may not deny the Utility's reasonable request to increase its rates and charges in order to pay for its prudent cost of operation and maintenance of its system, plus satisfy its debt service obligations. If the City believes that any portion of the Utility's proposed rates are excessive or unreasonable, the City must find there is competent substantial evidence in the form of a City rate study, which is subject to review and challenge by the Utility. As an alternative, the City may hire a Hearing Examiner to take public input and issue a recommendation to City Council, in accordance with the Florida Administrative Procedures Act, Florida Statutes Chapter 120. Any rate study procured by the City or any affected third party must be prepared by a qualified professional using the generally accepted standards for preparing such rate studies for utilities tariffs. Failure by the City

to issue a final determination of the appropriate level of rates and charges for the Utility within six months of the date of the Utility's filing of amended tariffs shall constitute firm acceptance by the City of the Utility's proposed amended tariffs. In all cases, the actions of the Utility, or the City, may be appealed to the 20th Judicial Circuit Court by writ of certiorari.

(D) At all times, however, Utility shall be authorized to charge and collect revenues sufficient to cover 100% of its reasonable cost of operation and maintenance on its facilities, plus fully comply with its debt service coverage obligations. Utility shall further be authorized to amend its rates and charges so as to "pass through" any franchise fees, or increases in its imbedded cost of operation, such as increases in the cost of purchased power, chemicals, taxes, insurance and other foreseeable expenses. It may additionally, no more than once annually, index its rates so as to take into effect the normal cost of living and inflation indices, provided, however, that in no event may Utility increase its rates by such "indexing" mechanism more than the cost of living index [CPI] as published by the U.S. Department of Labor, Bureau of Labor Statistics "All Goods and Services," S.E. Region, without the prior approval of the City. Moreover, Utility may not compound indexings for more than any two year period. Stated otherwise, if Utility fails to index in year one, it may index in year two for years one and two, but if it fails to do so, it may not, for example, in year three index for more than years two and three. In all cases, Utility's rates shall be just, reasonable, compensatory, and not unfairly discriminatory.

In all cases, Utility's rates shall be just, reasonable, compensatory, and not unfairly discriminatory.

(E) Utility may further establish, amend or revise from time to time in the future and enforce rules and regulations for water, wastewater and reuse utility services within its franchise service area; provided, however, all such rules and regulations established by Utility from time to time shall be at all times reasonable and subject to review and approval by the City.

## **SECTION SIX: EXERCISE OF FRANCHISE**

In accordance with the provisions of this Franchise Agreement, the Utility will provide at its cost and expense sewerage and water services in a manner to conform with all reasonable requirements of the State of Florida Department of Environmental Protection and Board of Health and all other public or governmental agencies or bodies having jurisdiction over the Utility's water and wastewater service operations. No installations or alterations shall be made by Utility prior to the plans thereof being submitted to the City Council or County Commission, as appropriate, or their duly authorized agent(s), which shall have the right at all times to inspect the facilities installed by Utility to insure that they are constructed according to generally accepted best engineering practices.

## **SECTION SEVEN: OWNERSHIP OF UTILITY PROPERTY**

All water and wastewater facilities used, useful or held for use by the Utility in the operation of its business shall remain the sole and exclusive property of the Utility with no claim thereto by the City or County. Nothing herein contained, however, shall be so construed as to prevent the City or County from in the future expressing its willingness to purchase the water and wastewater facilities of the Utility. However, Utility shall not be obligated to sell its facilities to the City or County and, should the City or County elect to institute eminent domain proceedings against Utility, nothing herein contained shall be so construed as to prevent the Utility from contesting the issue of public necessity, or otherwise opposing the condemnation of its System.

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**SECTION EIGHT: CONNECTION TO UTILITY FACILITIES**

No person, firm, corporation or governmental entity may connect to, or otherwise receive service from, the Utility's water or wastewater facilities, except in accordance with this Franchise and the Utility's Water and Wastewater Tariffs.

**SECTION NINE: ASSIGNMENT**

This Franchise may not be sold, assigned or transferred without the prior written consent of the City Council and/or Board of Lee County Commissioners, provided, however, such consent shall not be unreasonably withheld.

**SECTION TEN: VIOLATION OF FRANCHISE AGREEMENT**

(A) Failure on the part of the Utility to comply in any substantial respect with the provisions of this Franchise Agreement shall be grounds for forfeiture of this grant. Provided, however, that no such forfeiture shall be exercised until written notice of such failure to comply has been given to Utility. Upon receipt of such notice, Utility shall have ninety (90) days within which to comply or show cause to the City Council or County Commission, as appropriate, for its failure to do so. In the event that that it is not possible for the Utility to comply with such notice within the stated 90 day period, Utility shall still continue to proceed diligently to rectify the noticed violation.

(B) If the City or County fails to comply with the terms and conditions of this Franchise Agreement, the Utility may avail itself of all remedies available to it.

**SECTION ELEVEN: FRANCHISE FEE**

(A) If the City or County desires to impose a franchise fee, it shall notify the Utility in writing of such desire. The Utility shall begin imposing the franchise fee as soon as reasonably practicable after approval and begin remitting the franchise fee to the City and/or the County.

(B) In the event the City or County elects to impose a fair and reasonable franchise fee as authorized by law, said franchise fee will not exceed 5% of the Utility's gross revenues, from the provision of commodity service to on-line customers on a monthly basis.



(C) Nothing herein contained shall be so construed as to preclude the City's or County's imposition of the Public Service tax authorized on the provision of water service pursuant to Section 166.231(1)(a), Florida Statutes.

(D) For so long as Utility is a not-for-profit association or corporation, this provision as to the payment of a franchise fee shall not apply. It shall be the Utility's burden to file the necessary instruments and proof to show that it is a not-for-profit association or corporation in order to be relieved and released from the obligation of payment of a franchise fee.

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**SECTION TWELVE: BOND FINANCE**

The Utility has, in the past, and expects to again in the future to seek sponsorship for the issuance of tax-exempt revenue bonds in order to finance capital expansion and improvements to its system. The City may issue revenue bonds to finance capital projects pursuant to and consistent with Florida law. Further, the City may assist in arranging financing for qualified entities existing within the purview of the City. Such process is known as "Sponsorship," and, pursuant to law, the City may act as Sponsor to and for the Utility in the bond issuance process. By these presents, the City covenants to do so, provided, however, that the Utility shall reimburse all of the actual administrative costs and expenses and reasonable attorney fees incurred by City on Utility's behalf in the process. In no event, however, shall the City ever be liable for and the Utility shall indemnify and hold the City harmless from any liabilities, obligations, claims, damages, litigations, costs and expenses imposed on, incurred by, or asserted against the City for any cause whatsoever pertaining to the bonds and other indebtedness obligations of the Utility. Neither the faith and credit nor the taxing power of the City shall be pledged to the payment of the principal of or interest on any bonds issued pursuant hereto, nor shall the principal of, premium, if any, and interest or penalty on said bonds be deemed to constitute a debt, liability or obligation of the City by virtue of the City's sponsorship of revenue bonds on behalf of the Utility.

**SECTION THIRTEEN: NO AGENCY RELATIONSHIP**

Nothing contained in this Franchise Agreement shall be construed or interpreted to mean the Utility is an agent of the City or County.

**SECTION FOURTEEN: AID TO NEW CONSTRUCTION FEE BANKING**

Utility imposes or may impose a one-time charge for plant capacity (including water storage) utilization by developers or landowners for plant capacity who receive water, wastewater or irrigation water service from Utility. City is now and expects to in the future, establish and promote affordable housing in various communities within the incorporated boundaries of the City. In consideration hereof, Utility hereby grants to City the authority to bank aid to new construction fee credits on an ERC basis (when buildings, mobile homes, park trailers or structures are physically removed but not replaced in the same location within the City) for utilization later and elsewhere within the City in connection with its ongoing affordable housing program, provided, however,

that such credits shall be available only for plant capacity (including water storage) purposes and not to defray costs of extending, enlarging, or otherwise providing collection, transmission or distribution pipeline capacity to such new affordable housing units, and provided further, however, that such plant capacity is available, or will be available from Utility's facilities at the time that City requires same. This provision, allowing for aid to new construction fee banking, shall apply only to property purchased by the City, and shall not be applicable for any project or property that is owned by builders, developers, investors or other entities, whether public or private. Notwithstanding, nothing in this clause shall prohibit the City from transferring the banked fee by resolution to a city operated affordable housing program or to a City-sponsored non-profit corporation (including, but not limited to, the Habitat for Humanity and the Bonita Springs Housing Development Corporation) which is building affordable housing. All such credits shall be specified and agreed to by the parties hereto by amount and type, if available through this program.

**SECTION FIFTEEN:            GENERAL PROVISIONS**

(A) This Franchise Agreement, the Exhibit(s) hereto, and the documents referred to herein, collectively embody the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to this Franchise Agreement that are not merged into and superseded by this Franchise Agreement. The parties hereto understand and agree that this Franchise shall be construed as a legally binding and enforceable contract between them. This Franchise Agreement may be executed in one or more counterparts, each of which shall be considered an original.

(B) Any notice or other document required or allowed to be given pursuant to this Franchise Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by facsimile transmission with written confirmation.

If to City, such Notice shall be addressed to City at:

City of Bonita Springs  
9220 Bonita Beach Road, Suite 111  
Bonita Springs, Florida 34135

With a copy to:

City Attorney  
City of Bonita Springs  
9220 Bonita Beach Road  
Bonita Springs, Florida 34135

If to County, such Notice shall be addressed to the County at:

Lee County Florida  
C/o County Manager  
Post Office Box 398  
Fort Myers, Florida 33902

With a copy to:

Lee County Attorney  
Post Office Box 398  
Fort Myers, Florida 33902

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

Bonita Springs Utilities, Inc.  
c/o Fred Partin, General Manager  
11860 East Terry Street  
Bonita Springs, Florida 34135

With a copy to:

G. Donald Thomson, Jr., Esq.  
General Counsel  
Bonita Springs Utilities, Inc.  
Bonita Bay Executive Center  
3461 Bonita Bay Boulevard, Suite 220  
Bonita Springs, Florida 34134-4374

(C) The headings used are for convenience only, and they shall be disregarded in the construction of this Franchise Agreement.

(D) The drafting of this Franchise Agreement constituted a joint effort of the parties, and in the interpretation hereof it shall be assumed that no party had any more input or influence than any other. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Franchise Agreement.

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

(F) In the event any term or provision of this Franchise Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Franchise Agreement shall be construed to be in full force and effect. Any litigation between the parties hereto shall commence in the 20<sup>th</sup> Judicial Circuit Court of the State of Florida, in and for Lee County.

(G) Subject to any limitations imposed by Florida law, in any litigation that arises between the parties with respect to this Franchise Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs at all trial and appellate levels.

(H) This Franchise Agreement may be amended or modified only if executed in writing and with the same formalities as the adoption of this Franchise Ordinance.


(I) This Franchise Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.

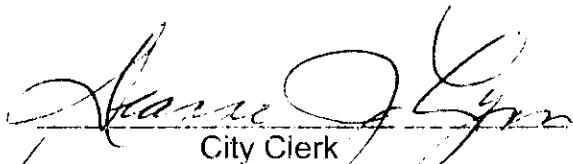
~~(J) This Franchise Agreement shall be binding upon and inure solely to the benefit of the parties' successors and assigns.~~

**DULY PASSED AND ENACTED ON SECOND READING** by the City Council of the City of Bonita Springs, Lee County, Florida this 2<sup>nd</sup> day of October, 2002.


**CITY OF BONITA SPRINGS**

AUTHENTICATION:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Vote:

Arend	NAY	Piper	AYE
Edsall	NAY	Wagner	NAY
Nelson	AYE	Warfield	AYE
Pass	AYE		

Date filed with City Clerk: \_\_\_\_\_

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

Attest:

LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Clerk

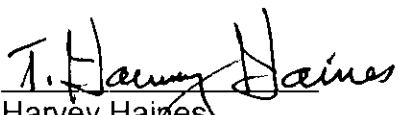
By: \_\_\_\_\_  
Chairman or Vice Chairman

APPROVED AS TO FORM AND LEGALITY

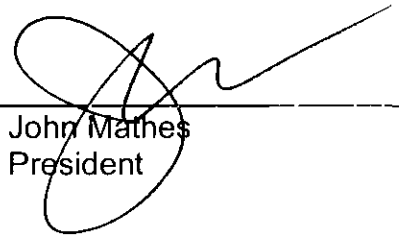
By: \_\_\_\_\_  
Lee County Attorneys Office

**BONITA SPRINGS UTILITIES, INC**

Attest:

  
Harvey Haines  
Secretary

BONITA SPRINGS UTILITIES, INC.

By:   
John Mathes  
President

---

# EXHIBIT A

# WilsonMiller

New Directions In Planning, Design & Engineering

## Description of Bonita Springs Utilities, Inc. Franchise Boundary Revised May 27, 2002

Beginning at a point at the northeast corner of Section 18, Township 47 South, Range 26 East, Lee County, Florida;  
Thence easterly, and along the North line of Section 17, Township 47 South, Range 26 East, to the northeast corner of said Section 17;  
Thence southerly, and along the East line of Section 17, 20, 29 and 32, Township 47 South, Range 26 East to the East  $\frac{1}{4}$  Corner of said Section 32;  
Thence easterly, and along the East and West  $\frac{1}{4}$  section line of Section 33, 34, 35 and 36, Township 47 South, Range 26 East, Lee County, Florida to the East  $\frac{1}{4}$  corner of said section 36;  
Thence southerly, and along the East line of said Section 36, Township 47 South, Range 26 East to the northeast corner of Section 1, Township 48 South, Range 26 East;  
Thence southerly along the East line of said Section 1 to the southeast corner of said Section 1, said point being the line dividing Lee and Collier County;  
The southern boundary shall then proceed westerly and along the Lee County, Collier County line until it reaches Vanderbilt Drive;  
Thence continue along the Lee and Collier County line, northerly along Vanderbilt Drive to the North line of Section 5, Township 48 South, Range 25 East, Collier County, Florida;  
Thence continue along the Lee and Collier County line, westerly along the North line of said Section 5 and the North line of Section 6, Township 48 South, Range 25 East to a point which lies 500 feet westerly of the mean high water line of the Gulf of Mexico;  
Thence northwesterly, along a line which lies 500 feet westerly of and parallel with the mean high water line of the Gulf of Mexico to a point on the South line of Section 3, Township 47 South, Range 24 East, Lee County, Florida;  
Thence continue along a line which lies 500 feet seaward of the mean high water line of Lovers Key and Black Island, northeasterly, easterly and southerly to a point on the South line of Section 2, Township 47 South, Range 24 East, Lee County Florida;  
Thence along said South line and the South line of Section 1, Township 47 South, Range 24 East to the northwest corner of Section 7, Township 47 South, Range 25 East, Lee County, Florida;  
Thence northerly and along the West line of Section 6, Township 47 South, Range 25 East, Lee County, Florida, to the northwest corner of said Section 6;  
Thence easterly, and along the North line of Section 6, 5, 4 and 3, Township 47 South, Range 25 East to the southwest corner of Section 35, Township 46 South, Range 25 East;  
Thence along the West line of the southwest  $\frac{1}{4}$  of said Section 35 to the northwest corner of southwest  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of Section 35;  
Thence easterly along the North line of the southwest  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of Section 35 to the northeast corner of the southwest  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of Section 35;  
Thence southerly and along the East line of the southwest  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  to the southeast corner of the southwest  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of Section 35;  
Thence easterly and along the North line of Section 2 and 1, Township 47 South, Range 25 East, Lee County, Florida to the northeast corner of said Section 1;  
Thence southerly and along the East line of Section 1 and 12, Township 47 South, Range 25 East, Lee County, Florida to the southeast corner of Said Section 12;  
Thence easterly, and along the north line of Section 18, Township 47 South, Range 26 East, Lee County, Florida to the northeast corner of said Section 18 and the Point of Beginning of the parcel herein described;

**Naples Fort Myers Sarasota Bradenton Tampa Tallahassee**

8/4/02-108715 Ver. 011-DRAMOS  
DAM3  
F0203-2X0-000-0

3200 Bailey Lane, Suite 200 Naples, Florida 34105-8507 941-649-4040 941-643-5716

[www.wilsonmiller.com](http://www.wilsonmiller.com)

WilsonMiller, Inc. — FL Lic. # LG-C000170 CA 43

ALONG WITH

Exhibit "Y"

All that part of Section 12, Township 48 South, Range 25 East, Collier County, Florida, being more particularly described as follows;

Commencing at the northwest corner of said Section 12;

Thence along the north line of said Section 12 North 88°57'56" East 506.16 feet to the Point of Beginning of the parcel herein described;

Thence continue along said line North 88°57'56" East 493.67 feet;

Thence leaving said line southwesterly 66.18 feet along the arc of a circular curve concave to the northwest having a radius of 625.00 feet through a central angle of 06°04'00" and being subtended by a chord which bears South 22°12'01" West 66.15 feet to a point of reverse curvature;

Thence southerly 77.10 feet along the arc of a circular curve concave to the east having a radius of 300.00 feet through a central angle of 14°43'30" and being subtended by a chord which bears South 17°52'16" West 76.89 feet to a point of reverse curvature;

Thence southwesterly 193.94 feet along the arc of a circular curve concave to the northwest having a radius of 255.00 feet through a central angle of 43°34'33" and being subtended by a chord which bears South 32°17'48" West 189.30 feet;

Thence South 54°05'05" West 111.00 feet to a point on the east right of way line of Corso Mediterra Circle according to the plat thereof as recorded in Plat Book 33, pages 96-101, Public Records of Collier County, Florida;

Thence along said right of way line North 35°54'55" West 432.94 feet to the Point of Beginning of the parcel herein described;

AND

Exhibit "X"

All that part of Section 11, Township 48 South, Range 25 East, Collier County, Florida, being more particularly described as follows;

Commencing at the northwest corner of said Section 11;

Thence along the north line of said Section 11 North 88°57'27" East 737.25 feet to the Point of Beginning of the parcel herein described;

Thence continue along said section line North 88°57'27" East 386.79 feet to a point on the west right of way line of Corso Mediterra Circle according to the plat thereof as recorded in Plat Book 37, pages 8-9, Public Records of Collier County, Florida;

Thence leaving said section line along said right of way line southerly 225.54 feet along the arc of a circular curve concave to the east having a radius of 450.00 feet through a central angle of 28°42'58" and being subtended by a chord which bears South 06°32'50" East 223.18 feet;

Thence leaving said right of way line North 88°28'46" West 274.35 feet;

Thence westerly 84.53 feet along the arc of a circular curve concave to the south having a radius of 200.00 feet through a central angle of 24°12'58" and being subtended by a chord which bears South 79°24'45" West 83.90 feet;

Thence North 13°58'25" West 229.62 feet to the Point of Beginning of the parcel herein described;



PLUS:

Sections 1, 2, 3 and that portion of Section 4 lying east of U. S. Highway 41, Township 47 South, Range 25 East.

Sections 17, 18, 19, 20, 29, 30, 31, 32 and the South ½'s of Sections 33, 34, 35 and 36, Township 47 South, Range 26 East.

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Sections 1, 2 and 3, Township 48 South, Range 26 East.

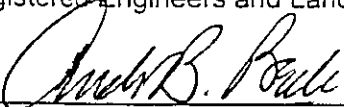
# WilsonMiller

New Directions In Planning, Design & Engineering

LESS AND EXCEPTING THEREFROM

Those tracts or parcels described in Attachments 1 and 2, AND those tracts or parcels described in Attachments 3, 4, 5 and 6 attached hereto and made a part thereof.

WilsonMiller, Inc.  
Registered Engineers and Land Surveyors

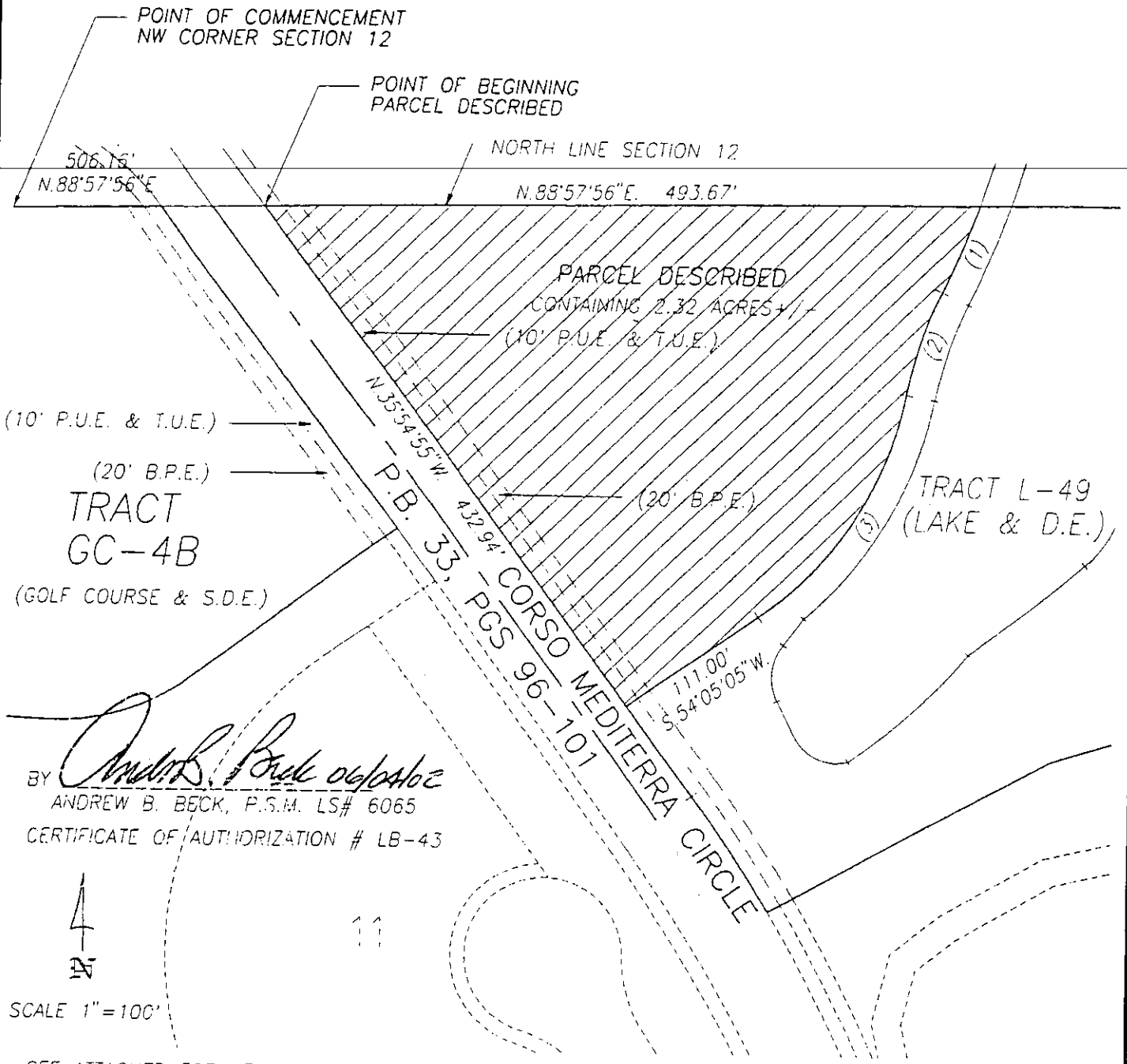
By:   
Andrew B. Beck, PSM, LS# 6065  
Certificate of authorization #LB-43

Date 06/04/02

# EXHIBIT "Y"

# CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	625.00'	06°04'00"	66.18'	33.12'	66.15'	S.22°12'01"W.
2	300.00'	14°43'30"	77.10'	38.76'	76.89'	S.17°52'16"W.
3	255.00'	43°34'33"	193.94'	101.93'	189.30'	S.32°17'48"W.



BY *Andrew B. Beck*  
 ANDREW B. BECK, P.S.M. LS# 6065  
 CERTIFICATE OF AUTHORIZATION # LB-43



SCALE 1" = 100'

SEE ATTACHED FOR LEGAL DESCRIPTION

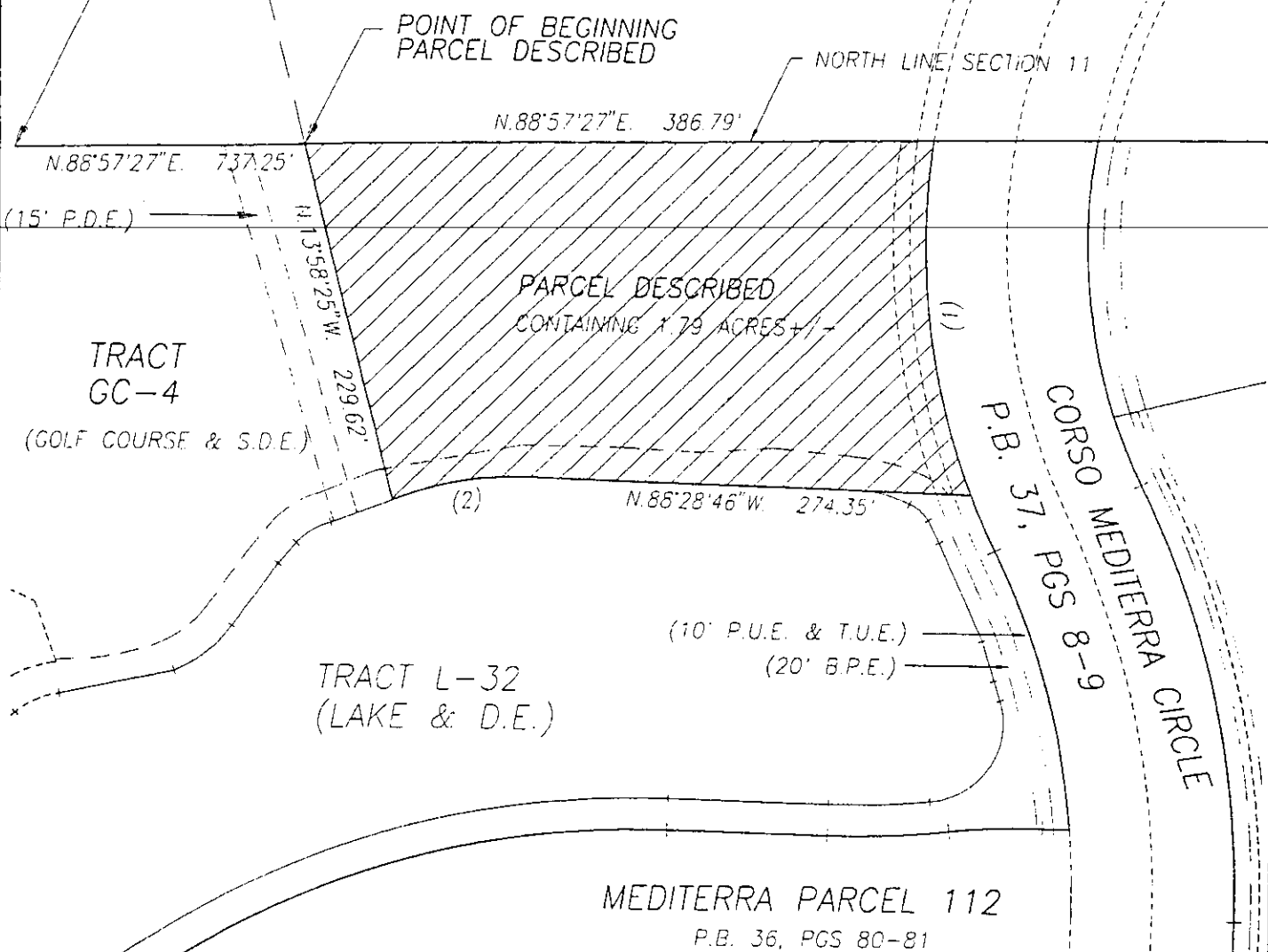
\*\* NOT A SURVEY \*\*

<p>Planners - Engineers - Ecologists - Surveyors - Landscape Architects - Transportation Consultants</p> <p>Wilson Miller, Inc.</p> <p>Naples - Fort Myers - Sarasota - Bradenton - Tampa</p> <p>3200 Bakery Lane, Suite 200 - Naples, Florida 34105-8907 - Phone 941-649-4040 - Fax 941-642-5716 - Web Site www.wilsonmiller.com</p>	CLIENT	BONITA SPRINGS UTILITIES		
	TITLE	SKETCH OF DESCRIPTION BSU FRANCHISE AREA PART OF SECTION 12, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA		
DATE	PROJECT NO.	SHEET NUMBER	FILE NO.	
6/2002	FG203-2X0-000-SSSLD	1 OF 2	1K-2055A	

POINT OF COMMENCEMENT  
NW CORNER SECTION 11  
T-48-S, R-25-E,  
COLLIER COUNTY, FLORIDA

EXHIBIT "X"

BY *Andrew B. Beck*  
ANDREW B. BECK, F.S.M. I.S.# 6065  
CERTIFICATE OF AUTHORIZATION # LB-43



CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	450.00'	28°42'58"	225.54'	115.19'	223.18'	S.06°32'50"E.
2	200.00'	24°12'58"	84.53'	42.91'	83.90'	S.79°24'45"W.



SCALE 1" = 100'

SEE ATTACHED FOR LEGAL DESCRIPTION

\*\* NOT A SURVEY \*\*

Jun 04, 2002 - 13:34:56 X:\22934\1K20551.dwg

**WilsonMiller**

Planners - Engineers - Ecologists - Surveyors - Landscape Architects - Transportation Consultants

WilsonMiller, Inc.

Nation - Fort Myers - Sarasota - Bradenton - Tampa

3200 Bailey Lane, Suite 200 - Naples, Florida 34105-4507 - Phone 941-649-4040 - Fax 941-643-5776 - Web Site www.wilsonmiller.com

CLIENT	BONITA SPRINGS UTILITIES		
TITLE	SKETCH OF DESCRIPTION BSU FRANCHISE AREA PART OF SECTION 11, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA		
DATE	PROJECT NO	SHEET NUMBER	FILE NO.
6/2002	F0203-2X0-000-S5SLD	1 OF 2	1K-2055

October 13, 1997


**DESCRIPTION**  
**PROPOSED GULF UTILITIES AREA**  
**SECTION 5 & 6, T. 47 S., R. 25 E.**  
**LEE COUNTY, FLORIDA**

ATTACHMENT 1

A tract or parcel of land lying in Sections 5 & 6, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

Beginning at the Northeast corner of the Northwest quarter (NW-1/4) of Section 5, Township 47 South, Range 25 East run S 00° 40' 16" E for 30.00 feet to an intersection with the South line of Williams Road (60 feet wide); thence run N 89° 00' 18" E along the said South line for 165.26 feet; thence run S 00° 36' 25" E for 200.00 feet; thence run S 89° 00' 15" W for 494.00 feet; thence run S 00° 47' 05" E for 765.00 feet; thence run S 88° 57' 37" W for 327.43 feet; thence run S 00° 54' 02" E for 351.20 feet; thence run N 89° 15' 59" E for 653.45 feet to an intersection with the East line of said Northwest quarter (NW-1/4); thence run N 89° 15' 52" E for 327.60 feet; thence run S 00° 32' 41" E for 1350.95 feet; thence run S 89° 31' 44" W for 324.62 feet to the Southeast corner of the Northwest quarter (NW-1/4) of said Section 5; thence run S 89° 34' 40" W along the South line of said Northwest quarter (NW-1/4) for 2592.29 feet to the Southwest corner of said Northwest quarter (NW-1/4); thence run S 01° 31' 46" E along the West line of Section 5 for 92.78 feet; thence run S 89° 10' 55" W for 349.43 feet; thence run S 00° 49' 50" E for 162.49 feet; thence run N 81° 20' 47" W for 600.53 feet; thence run S 46° 11' 51" W for 77.45 feet; thence run N 01° 35' 45" W for 2875.95 feet to an intersection with the North line of said Section 6; thence run N 88° 56' 02" E along said North line for 1000.05 feet to the Northwest corner of said Section 5; thence run N 88° 57' 37" E along the North line of said Section 5 of 2635.42 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the East line of the Southwest quarter (SW-1/4) of Section 32, Township 46 South, Range 25 East to bear N 00° 56' 02" W.

  
W. Britt Pomeroy, Jr. (For the Firm LR-642)  
Professional Surveyor and Mapper  
Florida Certificate No. 4448

WBP/dh  
21764

DESCRIPTION

A tract or parcel of land lying in the Northeast quarter (NE1/4) of Section 5, Township 47 South, Range 25 East, Lee County, Florida, being a part or portion of Lots 57B, 58B, 59B and 60B of the plat of Florida Gulf Land Company's Subdivision as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 5, thence South 89° 53'30" West along the Northerly line of said Section for 1242.50 feet to the Westerly line of a Florida Power & Light Company easement recorded in Deed Book 244, at Pages 138-139, Public Records of Lee County, Florida; thence South 19°59'10" East along said Westerly line of the Florida Power & Light Company easement for 703.12 feet, to the East line of Lot 61B of said Plat of Florida Gulf Land Company's Subdivision; thence South 0°52'05" West along the Easterly line of said Lot 61B for 696.95 feet to the Southeast corner of said Lot 61B; thence North 89°48'44" West along the Southerly lines of Lots 60B and 61B of said Florida Gulf Land Company's Subdivision for 475.86 feet to the point of beginning of the hereinafter described property; thence continue North 89°48'44" West along the Southerly lines of Lots 58B, 59B and 60B, of said Florida Gulf Land Company's Subdivision for 834.54 feet to the Southeast corner of Lot 57B of said Florida Gulf Land Company's Subdivision; thence North 0°20'35" East along the Easterly line of said Lot 57B for 287.52 feet; thence North 89°48'44" West for 151.70 feet (151.57 by deed); thence North 0°19'05" East for 35.04 feet; thence North 89°53'21" East for 480.07 feet (481.5 by deed) to a point on the Easterly line of Lot 58B of said Florida Gulf Land Company's Subdivision; thence North 0°28'29" East along the Easterly line of said Lot 58B for 734.00 feet; thence North 89°53'30" East for 330.05 feet to the Easterly line of Lot 59B of said Florida Gulf Land Company's Subdivision; thence North 0°36'22" East for 264.00 feet to a point on the Southerly line of a County road (Williams Road, 60' right-of-way); thence North 89°53'30" East along the Southerly right-of-way line for 162.81 feet; thence South 0°06'30" East for 1325.62 feet to the point of beginning. Containing 15.7698 acres ±.

Reserving unto the Seller an easement for ingress and egress over the easterly 30' of Northerly 300' of the above-described property.

Together with an easement for ingress and egress over a 30' strip adjoining the easement hereinabove reserved on the east.

#12

A tract or parcel of land lying in the North half (N 1/2) of Section 5, Township 47 South, Range 25 East, Lee County, Florida, being a part of Lots 55B, 56B and 57B of the Plat of FLORIDA GULF LAND COMPANY SUBDIVISION, recorded in Plat Book 1, at Page 59, Public Records of Lee County, Florida, more particularly described as follows:

Commence at the North quarter (N 1/4) corner of said Section 5; thence North 89 degrees 53'30" East along the North

line of said Section 5 for 165.24 feet to the intersection of the centerline of a 60 foot wide roadway easement; thence South 0 degrees 16'20" West along said roadway centerline for 230.00 feet to the Point of Beginning; thence continue 49'30" West along said South line for 1120.50 feet to the South line of said Lot 55B, 56B and 57B; thence North 89 degrees along said West line for 351.43 feet; thence North 89 degrees 53'30" East for 277.39 feet to the East line of said Lot 55B; thence North 0 degrees 05'34" East for 765.00 feet along said East line; thence North 89 degrees 53'30" East for 493.98 feet to the Point of Beginning. Subject to and together with a 60 foot wide roadway easement that lies 30 feet to each side of the line common to said Lots 55B and 56B beginning at the North line of said Section 5 and terminating a point 995 feet Southerly thereof. Further subject to easements, restrictions and reservations of record and occupation.

#3

1. Affiant(s) is/are the only owner of the real property hereinafter referred to as the "property", described as:

Part of Lot 57-B, FLORIDA GULF LAND COMPANY'S SUBDIVISION, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 1, Page 59, more particularly described as follows:

Beginning at the Southeast corner of said Lot 57-B, FLORIDA GULF LAND COMPANY'S SUBDIVISION, thence N 0 degrees 20' 35" E along the Easterly line of said Lot and along a Westerly line of the parcel conveyed to O'Donnell in Official Records Book 1586, Pages 488 through 489 for 287.52 feet; thence N 89 degrees 48' 44" W along Southerly line of said parcel conveyed to O'Donnell for 151.7 feet to the East line of King Road; thence S 0 degrees 19' 05" W along the East line of said King Road for 287.52 feet, more or less to the Southerly line of said Lot 57-B, thence S 89 degrees 48' 44" E along said Southerly line for 151.57 feet, more or less to the point of beginning.

2. Subject to easements, restrictions, reservations of record, taxes for the current year and subsequent years.

✓



#4

EXHIBIT "A"

Lots 2 & 3, Block 20, at that certain unrecorded subdivision known as ESTERO SPRINGS UNIT 2, according to the map or plat recorded in Official Records Book 61, Page 415, in the Public Records of Lee County, Florida, more fully described as follows:

From the Southeast corner of the Northeast 1/4 of Section 05, Township 47 South, Range 25 East, Lee County, Florida, run North 89 degrees 53' West for 1402.75 feet to a point, thence deflecting 90 degrees 23'50" right run North 0 degrees 30'50" East for 1210 feet to a point, thence deflecting 90 degrees 23'50" left run North 89 degrees 53' West for 640 feet to the point of beginning.

From the said point of beginning continue North 89 degrees 53' West for 160 feet to a point, thence deflecting 89 degrees 35'10" right run North 0 degrees 30'50" East for 153.41 feet, thence deflecting 89 degrees 43'20" right run South 89 degrees 45'50" East for 160 feet to a point, thence deflecting 90 degrees 16'40" right, run South 0 degrees 30'50" West for 153.14 feet to the point of beginning.

160

# EXHIBIT B

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ATTACHMENT 3

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*Exhibit "B"*  
*Description*

Parcel In  
Section 2, Township 48 S, Range 25 E  
Lee County, Florida

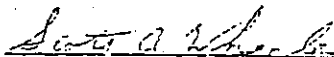
A tract or parcel of land lying in Section 2, Township 48 S, Range 25 E, Lee County, Florida. Said tract or parcel being more particularly described as follows:

Commencing at the south 1/4 corner of Section 2, Township 48 South, Range 25 East, Lee County, Florida, run N.88°57'52"E. along the south line of the southeast quarter (SE-1/4) of said Section 2 for 373.80 feet to the POINT OF BEGINNING, said point being a point on a curve:

From said POINT OF BEGINNING run northeasterly along the arc of curve to the right of radius 1,225.00 feet (delta 20°30'58") (chord bearing N 32°04'57"E) (chord 436.30 feet) for 438.64 feet to a point of tangency; thence run N 42°20'26"E for 176.36 feet to a point of a curvature; thence run northeasterly along the arc of said curve to the left of radius 500.00 feet (delta 11°30'01") (chord bearing N 36°35'25"E) (chord 100.19 feet), for 100.36 feet to a point of reverse curvature; thence run northeasterly along the arc of curve to the right of radius 412.00 feet (delta 00°54'51") (chord bearing N 31°17'50"E) (chord 6.57 feet) for 6.57 feet to a point of reverse curvature; thence run northeasterly along the arc of curve to the left of radius 370.00 feet (delta 00°40'07") (chord bearing N 31°25'12"E) (chord 4.32 feet) for 4.32 feet; thence run S 67°24'12"E along a non-tangent line for 201.43 feet to the point on a non-tangent curve; thence run southwesterly along the arc of curve to the right of radius 570.00 feet (delta 03°39'32") (chord bearing S 29°55'30"W) (chord 36.39 feet) for 36.40 feet to a point of reverse curvature; thence run southwesterly along the arc of curve to the left of radius 212.00 feet (delta 06°21'20") (chord bearing S 28°34'36"W) (chord 23.50 feet) for 23.52 feet to a point of reverse curvature; thence run southwesterly along the arc of curve to the right of radius 188.00 feet (delta 12°55'33") (chord bearing S 31°51'42"W) (chord 42.32 feet) for 42.41 feet to a point of compound curvature; thence run southwesterly along the arc of curve to the right of radius 575.00 feet (delta 04°00'57") (chord bearing S 40°19'57"W) (chord 40.29 feet) for 40.30 feet to a point of tangency; thence run S 42°20'26"W for 214.53 feet to a point of a curvature; thence run southwesterly along the arc of said curve to the left of radius 1,025.00 feet (delta 15°42'44") (chord bearing S 34°29'03"W) (chord 280.21 feet), for 281.09 feet to an intersection with the south line of the southeast quarter (SE -1/4) of said Section 2; thence run S 88°57'52"W along said south line for 220.95 feet to the POINT OF BEGINNING.

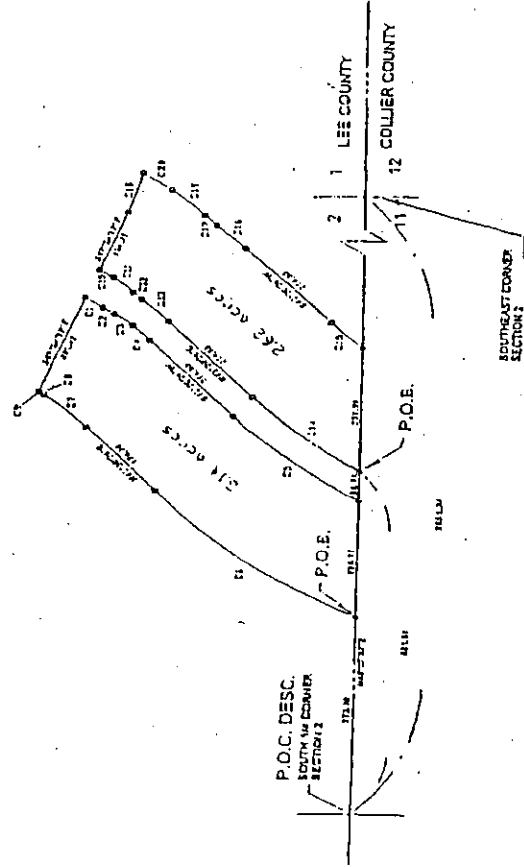
Containing 3.14 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/90 adjustment) and are based on the south line of the southeast quarter (SE 1/4) of said Section 2 to bear N 88°57'52"E.

  
\_\_\_\_\_  
Scott A. Wheeler (For The Firm)  
Professional Surveyor and Mapper  
Florida Certificate No. 5949

# EXHIBIT "B"

<b>BALTACO</b> CIVIL ENGINEERING, SURVEYING AND CONSULTING SERVICES, INC. 12001 WEST 12TH AVENUE, SUITE 200 WEST PALM BEACH, FLORIDA 33411 PHONE: (561) 862-5555 FAX: (561) 862-5556 WWW.BALTACO.COM	
<b>LONG BAY PARTNERS, LLC</b> 12001 WEST 12TH AVENUE, SUITE 200 WEST PALM BEACH, FLORIDA 33411 PHONE: (561) 862-5555 FAX: (561) 862-5556 WWW.LONGBAYPARTNERS.COM	
PARCEL IN SECTIONS 2, 11 AND 12, TOWNSHIP 42 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA.	
SHEET NO. 1 OF 1 DATE: 11/11/2011 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]	
SHEET NO. 1 OF 1	DATE: 11/11/2011
DRAWN BY: [Name]	CHECKED BY: [Name]
APPROVED BY: [Name]	TITLE: [Title]

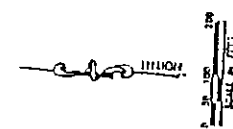


### CURVE TABLE

STATION	BEARING	DISTANCE	CURVE DATA
1	S 88° 12' 00" W	11.11	LS - 21.4
2	S 88° 12' 00" W	11.11	LS - 21.4
3	S 88° 12' 00" W	11.11	LS - 21.4
4	S 88° 12' 00" W	11.11	LS - 21.4
5	S 88° 12' 00" W	11.11	LS - 21.4
6	S 88° 12' 00" W	11.11	LS - 21.4
7	S 88° 12' 00" W	11.11	LS - 21.4
8	S 88° 12' 00" W	11.11	LS - 21.4
9	S 88° 12' 00" W	11.11	LS - 21.4
10	S 88° 12' 00" W	11.11	LS - 21.4
11	S 88° 12' 00" W	11.11	LS - 21.4
12	S 88° 12' 00" W	11.11	LS - 21.4

THIS IS NOT A SURVEY

DAVID A. ...  
 CIVIL ENGINEER  
 LEE COUNTY, FLORIDA  
 EXPIRES 11/11/2011



- NOTE:
- THE ACCURACY OF ALL DIMENSIONS AND ANGLES IS AS SHOWN ON THIS SURVEY AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER SURVEY OR AS A BASIS FOR ANY OTHER PURPOSE.
  - ALL DISTANCES SHOWN ARE IN FEET AND DECIMAL FRACTIONS.
  - DESCRIPTIONS ARE ATTACHED.

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ATTACHMENT 4

---

*Exhibit "B"*  
*Description*

Parcel In  
Section 2, Township 48 S, Range 25 E  
Lee County, Florida

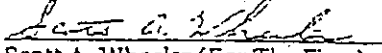
A tract or parcel of land lying in Section 2, Township 48 S, Range 25 E, Lee County, Florida. Said tract or parcel being more particularly described as follows:

Commencing at the the south 1/4 corner of Section 2, Township 48 South, Range 25 East, Lee County, Florida, run N 88°57'52"E along the south line of the southeast quarter (SE-1/4) of said Section 2 for 651.61 feet to the POINT OF BEGINNING, said point being a point on a curve:

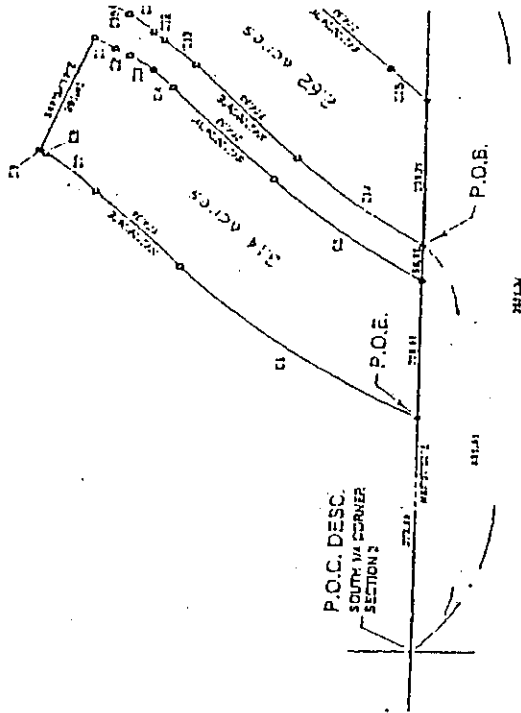
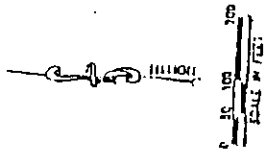
From said POINT OF BEGINNING run northeasterly along the arc of curve to the right of radius 975.00 feet (delta 14°09'39") (chord bearing N 35°15'36"E) (chord 240.36 feet) for 240.97 feet to a point of tangency; thence run N 42°20'26"E for 214.53 feet to a point of a curvature; thence run northeasterly along the arc of said curve to the left of radius 625.00 feet (delta 05°52'49") (chord bearing N 39°24'01"E) (chord 64.12 feet), for 64.14 feet to a point of reverse curvature; thence run northeasterly along the arc of curve to the right of radius 188.00 feet (delta 06°28'47") (chord bearing N 39°42'00"E) (chord 21.25 feet) for 21.26 feet to a point of reverse curvature; thence run northeasterly along the arc of curve to the left of radius 212.00 feet (delta 12°40'46") (chord bearing N 36°36'01"E) (chord 46.82 feet) for 46.92 feet to a point of compound curvature; thence run northeasterly along the arc of curve to the left of radius 630.00 feet (delta 02°41'24") (chord bearing N 28°54'55"E) (chord 29.58 feet) for 29.58 feet; thence run S 67°24'12"E along a non-tangent line for 124.71 feet to a point of a curvature; thence run easterly along the arc of said curve to the left of radius 835.00 feet (delta 05°13'42") (chord bearing S 70°01'03"E) (chord 76.17 feet), for 76.19 feet to the point of a non-tangent curve; thence run southwesterly along the arc of curve to the right of radius 830.00 feet (delta 04°07'51") (chord bearing S 28°11'42"W) (chord 59.83 feet) for 59.84 feet to a point of compound curvature; thence run southwesterly along the arc of curve to the right of radius 412.00 feet (delta 10°42'27") (chord bearing S 35°36'51"W) (chord 76.88 feet) for 76.99 feet to a point of reverse curvature; thence run southwesterly along the arc of curve to the left of radius 500.00 feet (delta 03°21'37") (chord bearing S 39°17'16"W) (chord 29.32 feet) for 29.32 feet to a point of reverse curvature; thence run southwesterly along the arc of curve to the right of radius 825.00 feet (delta 04°43'58") (chord bearing S 39°58'27"W) (chord 68.13 feet) for 68.15 feet to a point of tangency; thence run S 42°20'26"W for 214.53 feet to a point of a curvature; thence run southwesterly along the arc of said curve to the left of radius 775.00 feet (delta 05°29'35") (chord bearing S 39°35'38"W) (chord 74.27 feet), for 74.30 feet to an intersection with the south line of the southeast quarter (SE-1/4) of said Section 2; thence run S 88°57'52"W along said south line for 239.29 feet to the POINT OF BEGINNING.

Containing 2.62 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/90 adjustment) and are based on the south line of the southeast quarter (SE 1/4) of said Section 2 to bear N 88°57'52" E.

  
Scott A. Wheeler (For The Firm)  
Professional Surveyor and Mapper  
Florida Certificate No. 5949

# EXHIBIT "B"



SOUTHEAST COR SECTIONS

CURVE TABLE

C1	38.40	170.00	77.171	S77°55'00"	31.33
C2	38.40	170.00	77.171	S77°55'00"	31.33
C3	42.00	184.00	77.171	S77°55'00"	31.33
C4	42.00	184.00	77.171	S77°55'00"	31.33
C5	42.00	184.00	77.171	S77°55'00"	31.33
C6	42.00	184.00	77.171	S77°55'00"	31.33
C7	42.00	184.00	77.171	S77°55'00"	31.33
C8	42.00	184.00	77.171	S77°55'00"	31.33
C9	42.00	184.00	77.171	S77°55'00"	31.33
C10	42.00	184.00	77.171	S77°55'00"	31.33
C11	42.00	184.00	77.171	S77°55'00"	31.33
C12	42.00	184.00	77.171	S77°55'00"	31.33
C13	42.00	184.00	77.171	S77°55'00"	31.33
C14	42.00	184.00	77.171	S77°55'00"	31.33
C15	42.00	184.00	77.171	S77°55'00"	31.33
C16	42.00	184.00	77.171	S77°55'00"	31.33
C17	42.00	184.00	77.171	S77°55'00"	31.33
C18	42.00	184.00	77.171	S77°55'00"	31.33
C19	42.00	184.00	77.171	S77°55'00"	31.33
C20	42.00	184.00	77.171	S77°55'00"	31.33
C21	42.00	184.00	77.171	S77°55'00"	31.33
C22	42.00	184.00	77.171	S77°55'00"	31.33
C23	42.00	184.00	77.171	S77°55'00"	31.33
C24	42.00	184.00	77.171	S77°55'00"	31.33
C25	42.00	184.00	77.171	S77°55'00"	31.33
C26	42.00	184.00	77.171	S77°55'00"	31.33
C27	42.00	184.00	77.171	S77°55'00"	31.33
C28	42.00	184.00	77.171	S77°55'00"	31.33
C29	42.00	184.00	77.171	S77°55'00"	31.33
C30	42.00	184.00	77.171	S77°55'00"	31.33
C31	42.00	184.00	77.171	S77°55'00"	31.33
C32	42.00	184.00	77.171	S77°55'00"	31.33
C33	42.00	184.00	77.171	S77°55'00"	31.33
C34	42.00	184.00	77.171	S77°55'00"	31.33
C35	42.00	184.00	77.171	S77°55'00"	31.33
C36	42.00	184.00	77.171	S77°55'00"	31.33
C37	42.00	184.00	77.171	S77°55'00"	31.33
C38	42.00	184.00	77.171	S77°55'00"	31.33
C39	42.00	184.00	77.171	S77°55'00"	31.33
C40	42.00	184.00	77.171	S77°55'00"	31.33
C41	42.00	184.00	77.171	S77°55'00"	31.33
C42	42.00	184.00	77.171	S77°55'00"	31.33
C43	42.00	184.00	77.171	S77°55'00"	31.33
C44	42.00	184.00	77.171	S77°55'00"	31.33
C45	42.00	184.00	77.171	S77°55'00"	31.33
C46	42.00	184.00	77.171	S77°55'00"	31.33
C47	42.00	184.00	77.171	S77°55'00"	31.33
C48	42.00	184.00	77.171	S77°55'00"	31.33
C49	42.00	184.00	77.171	S77°55'00"	31.33
C50	42.00	184.00	77.171	S77°55'00"	31.33
C51	42.00	184.00	77.171	S77°55'00"	31.33
C52	42.00	184.00	77.171	S77°55'00"	31.33
C53	42.00	184.00	77.171	S77°55'00"	31.33
C54	42.00	184.00	77.171	S77°55'00"	31.33
C55	42.00	184.00	77.171	S77°55'00"	31.33
C56	42.00	184.00	77.171	S77°55'00"	31.33
C57	42.00	184.00	77.171	S77°55'00"	31.33
C58	42.00	184.00	77.171	S77°55'00"	31.33
C59	42.00	184.00	77.171	S77°55'00"	31.33
C60	42.00	184.00	77.171	S77°55'00"	31.33
C61	42.00	184.00	77.171	S77°55'00"	31.33
C62	42.00	184.00	77.171	S77°55'00"	31.33
C63	42.00	184.00	77.171	S77°55'00"	31.33
C64	42.00	184.00	77.171	S77°55'00"	31.33
C65	42.00	184.00	77.171	S77°55'00"	31.33
C66	42.00	184.00	77.171	S77°55'00"	31.33
C67	42.00	184.00	77.171	S77°55'00"	31.33
C68	42.00	184.00	77.171	S77°55'00"	31.33
C69	42.00	184.00	77.171	S77°55'00"	31.33
C70	42.00	184.00	77.171	S77°55'00"	31.33
C71	42.00	184.00	77.171	S77°55'00"	31.33
C72	42.00	184.00	77.171	S77°55'00"	31.33
C73	42.00	184.00	77.171	S77°55'00"	31.33
C74	42.00	184.00	77.171	S77°55'00"	31.33
C75	42.00	184.00	77.171	S77°55'00"	31.33
C76	42.00	184.00	77.171	S77°55'00"	31.33
C77	42.00	184.00	77.171	S77°55'00"	31.33
C78	42.00	184.00	77.171	S77°55'00"	31.33
C79	42.00	184.00	77.171	S77°55'00"	31.33
C80	42.00	184.00	77.171	S77°55'00"	31.33
C81	42.00	184.00	77.171	S77°55'00"	31.33
C82	42.00	184.00	77.171	S77°55'00"	31.33
C83	42.00	184.00	77.171	S77°55'00"	31.33
C84	42.00	184.00	77.171	S77°55'00"	31.33
C85	42.00	184.00	77.171	S77°55'00"	31.33
C86	42.00	184.00	77.171	S77°55'00"	31.33
C87	42.00	184.00	77.171	S77°55'00"	31.33
C88	42.00	184.00	77.171	S77°55'00"	31.33
C89	42.00	184.00	77.171	S77°55'00"	31.33
C90	42.00	184.00	77.171	S77°55'00"	31.33
C91	42.00	184.00	77.171	S77°55'00"	31.33
C92	42.00	184.00	77.171	S77°55'00"	31.33
C93	42.00	184.00	77.171	S77°55'00"	31.33
C94	42.00	184.00	77.171	S77°55'00"	31.33
C95	42.00	184.00	77.171	S77°55'00"	31.33
C96	42.00	184.00	77.171	S77°55'00"	31.33
C97	42.00	184.00	77.171	S77°55'00"	31.33
C98	42.00	184.00	77.171	S77°55'00"	31.33
C99	42.00	184.00	77.171	S77°55'00"	31.33
C100	42.00	184.00	77.171	S77°55'00"	31.33

- NOTES:
1. THE CURVE TABLE OF AUTOMATICALLY NUMBERED BY BARAGED AND ASSOCIATES.
  2. BEARINGS SHOWN ON THIS SURVEY MAP ARE BASED ON TRUE PLANE PLONDA PERTINENT TO THE ADJUSTMENT AND THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 3 TO BEAR IN 89° 57' 27" E.
  3. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
  4. DESCRIPTIONS ARE ATTACHED.



---

ATTACHMENT 5

---

*Exhibit "B"*  
*Description*

Parcel in  
Section 2, Township 48 S, Range 25 E  
Lee County, Florida

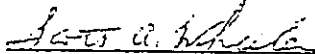
A tract or parcel of land lying in Section 2, Township 48 S, Range 25 E, Lee County, Florida. Said tract or parcel being more particularly described as follows:

From the southeast corner of Section 2, Township 48 South, Range 25 East, Lee County, Florida, run S 88°57'52"W along the south line of the southeast 1/4 of said Section 2 for 889.87 feet to the Point of Beginning:

From said point of beginning continue along said south line S 88°57'52"W for 200.27 feet; thence run N 01°51'50"E for 6.38 feet to a point of curvature; thence run northerly along the arc of said curve to the right of radius 725.00 feet (delta 22°32'58") (chord bearing N 13°08'19"E) (chord 283.50 feet), for 285.33 feet to a point of reverse curvature; thence run northerly along the arc of curve to the left of radius 200.00 feet (delta 26°14'17") (chord bearing N 11°17'40"E) (chord 90.79 feet) for 91.59 feet; thence run N 82°42'34"E along a non-tangent line for 200.59 feet to a point on a non-tangent curve; thence run southerly along the arc of curve to the left of radius 212.00 feet (delta 04°37'25") (chord bearing S 09°25'51"E) (chord 17.10 feet) for 17.11 feet to a point of reverse curvature; thence run southerly along the arc of curve to the right of radius 188.00 feet (delta 09°04'07") (chord bearing S 07°12'30"E) (chord 29.73 feet) for 29.76 feet to a point of tangency; thence run S 02°40'27"E for 17.82 feet to a point of curvature; thence run southerly along the arc of said curve to the right of radius 175.00 feet (delta 31°54'13") (chord bearing S 13°16'40"W) (chord 96.19 feet), for 97.44 feet to a point of reverse curvature; thence run southwesterly along the arc of curve to the left of radius 525.00 feet (delta 26°57'22") (chord bearing S 15°45'06"W) (chord 244.73 feet) for 247.00 feet to the POINT OF BEGINNING.

Containing 1.84 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/90 adjustment) and are based on the south line of the southeast quarter (SE-1/4) of said section 2 to bear S 88°57'52" W.

  
\_\_\_\_\_  
Scott A. Wheeler (For The Firm)  
Professional Surveyor and Mapper  
Florida Certificate No. 5949

21501  
Exhibit 1

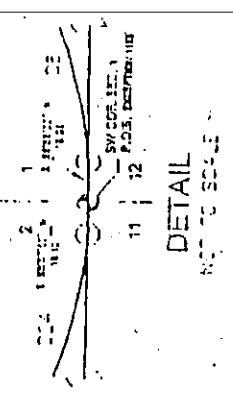
# EXHIBIT "B"

**BATAICO**  
 REAL ESTATE SERVICES, INC.  
 2101 E. SHARPE AVE., SUITE 100  
 GAINESVILLE, FLORIDA 32608  
 (352) 345-7777 FAX (352) 345-7778  
 WWW.BATAICO.COM

**LONG BAY PARTNERS LLC**

PARCELS IN SECTIONS 1 & 2 TOWNSHIP 48 SOUTH RANGE 23 EAST, LEE COUNTY, FLORIDA

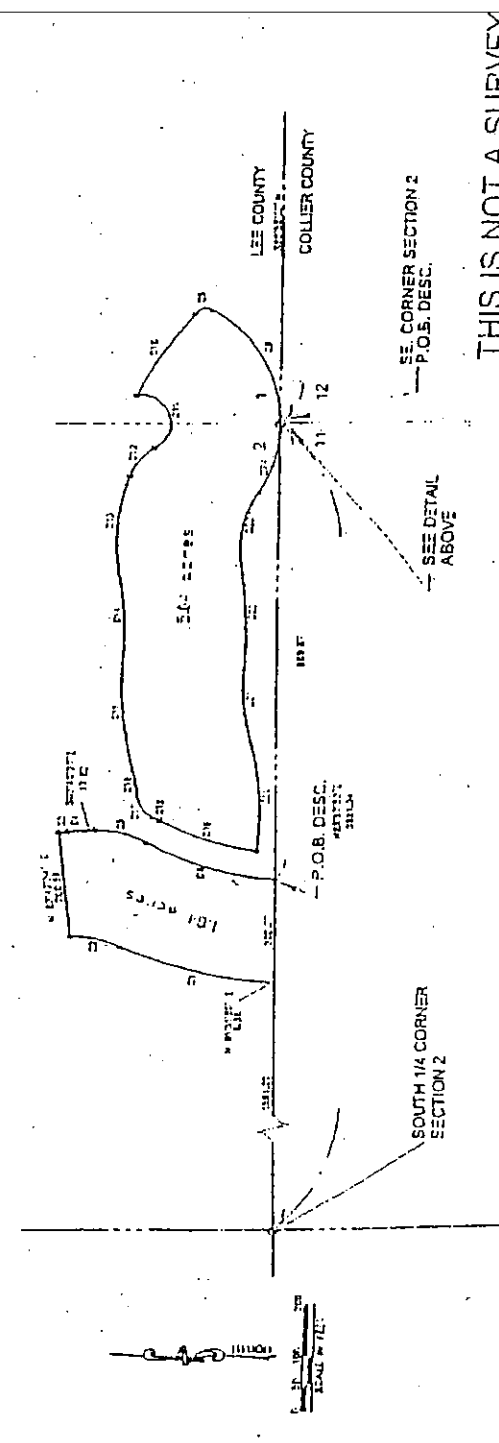
Parcel No.	
Area (Acres)	
Area (Sq. Ft.)	
Owner	
Address	
City/County	
State	
Zip	
Phone	
Notes	
Sketch to Accompany Descriptions	



- NOTES:**
1. THE REPRESENTATIVE AS-DESCRIBED LOTS BELONG TO BATAICO AND ASSOCIATES, INC. IN LE-98-1010.
  2. PLANNING ZONING ON THIS SURVEY HAS BEEN DETERMINED TO BE ZONED R-1 AND THE BUILDINGS ARE 1 1/2 STORIES HIGH.
  3. ALL DISTANCES SHOWN ARE IN FEET AND DECIMAL INCHES.
  4. DIMENSIONS ARE APPROXIMATE.

SW CORNER SECTION 2

LINE	LENGTH	BEARING	AREA	COORDINATES	COMMENTS
1	352.38	S 72° 30' 00" E	12,154.50	643.15, 141.54	182.30
2	17.15	S 20.00° E	294.51	643.15, 141.54	31.11
3	31.11	N 69.00° W	1,162.71	643.15, 141.54	20.00
4	12.00	N 30.00° E	432.00	643.15, 141.54	14.11
5	187.29	S 17° 00' 00" E	64,127.50	643.15, 141.54	182.30
6	212.00	N 20° 00' 00" E	89,472.00	643.15, 141.54	182.30
7	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
8	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
9	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
10	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
11	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
12	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
13	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
14	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
15	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
16	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
17	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
18	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
19	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
20	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
21	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
22	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
23	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
24	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
25	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
26	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
27	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
28	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
29	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
30	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
31	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
32	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
33	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
34	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
35	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
36	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
37	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
38	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
39	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
40	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
41	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
42	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
43	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
44	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
45	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
46	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
47	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
48	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30
49	141.54	S 72° 30' 00" E	48,579.62	643.15, 141.54	182.30
50	182.30	N 20° 00' 00" E	69,393.00	643.15, 141.54	182.30



THIS IS NOT A SURVEY

SW COR. SEC. 1  
 P.O.B. DESCRIPTION: 115'

SOUTH 1/4 CORNER SECTION 2  
 P.O.B. DESC.

SEE DETAIL ABOVE

LEE COUNTY  
 COLLIER COUNTY  
 100 FT

---

ATTACHMENT 6

---

*Exhibit "B"*  
*Description*

Parcel In  
Sections 1 and 2, Township 48 S, Range 25 E  
Lee County, Florida

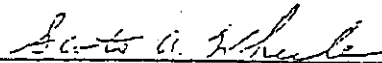
A tract or parcel of land lying in Sections 1 and 2, Township 48 S, Range 25 E, Lee County, Florida. Said tract or parcel being more particularly described as follows:

Beginning at the southeast corner of Section 2, Township 48 South, Range 25 East, Lee County, Florida run S 88°57'52"W along the south line of the southeast quarter (SE-1/4) of said Section 2 for 16.10 feet to a point on a non-tangent curve; thence run westerly along the arc of curve to the right of radius 255.00 feet (delta 28°12'41") (chord bearing N 72°58'11"W) (chord 124.29 feet) for 125.56 feet to a point of reverse curvature; thence run westerly along the arc of curve to the left of radius 200.00 feet (delta 41°30'18") (chord bearing N 79°37'00"W) (chord 141.73 feet) for 144.88 feet to a point of reverse curvature; thence run westerly along the arc of curve to the right of radius 770.00 feet (delta 13°58'35") (chord bearing S 86°37'09"W) (chord 187.36 feet) for 187.83 feet to a point of reverse curvature; thence run westerly along the arc of curve to the left of radius 500.00 feet (delta 18°46'33") (chord bearing S 84°13'11"W) (chord 163.12 feet) for 163.85 feet to a point of reverse curvature; thence run westerly along the arc of curve to the right of radius 550.00 feet (delta 22°23'46") (chord bearing S 86°01'46"W) (chord 213.62 feet) for 214.99 feet to a point on a non-tangent curve; thence run northerly along the arc of curve to the right of radius 475.00 feet (delta 22°25'23") (chord bearing N 18°01'05"E) (chord 184.71 feet) for 185.89 feet to a point of reverse curvature; thence run northeasterly along the arc of curve to the left of radius 225.00 feet (delta 03°52'21") (chord bearing N 27°17'36"E) (chord 15.20 feet) for 15.21 feet to a point of reverse curvature; thence run northeasterly along the arc of curve to the right of radius 50.00 feet (delta 58°35'10") (chord bearing N 54°39'01"E) (chord 48.93 feet) for 51.13 feet to a point of reverse curvature; thence run easterly along the arc of curve to the left of radius 330.00 feet (delta 09°06'43") (chord bearing N 79°23'15"E) (chord 52.43 feet) for 52.48 feet to a point of reverse curvature; thence run easterly along the arc of curve to the right of radius 720.00 feet (delta 18°46'33") (chord bearing N 84°13'10"E) (chord 234.89 feet) for 235.94 feet to a point of reverse curvature; thence run easterly along the arc of curve to the left of radius 550.00 feet (delta 15°31'25") (chord bearing N 85°50'44"E) (chord 148.56 feet) for 149.01 feet to a point of reverse curvature; thence run easterly along the arc of curve to the right of radius 375.00 feet (delta 30°01'48") (chord bearing S 86°54'04"E) (chord 194.30 feet) for 196.55 feet to a point of compound curvature; thence run southeasterly along the arc of curve to the right of radius 100.00 feet (delta 41°14'51") (chord bearing S 51°15'45"E) (chord 70.45 feet) for 71.99 feet to a point of reverse curvature; thence run easterly along the arc of curve to the left of radius 55.00 feet (delta 158°01'44") (chord bearing N 70°20'49"E) (chord 107.98 feet) for 151.70 feet to a point on a non-tangent curve; thence run southeasterly

along the arc of curve to the right of radius 865.00 feet (delta 12°39'20") (chord bearing S 58°10'28"E) (chord 190.67 feet) for 191.06 feet to a point of compound curvature; thence run southerly along the arc of curve to the right of radius 25.00 feet (delta 80°57'51") (chord bearing S 11°21'53"E) (chord 32.46 feet) for 35.33 feet to a point of compound curvature; thence run southwesterly along the arc of curve to the right of radius 255.00 feet (delta 55°53'56") (chord bearing S 57°04'01"W) (chord 239.03 feet) for 248.78 feet to an intersection with the south line of the southwest quarter (SW-1/4) of said Section 1; thence run S 88°58'32"W along said south line for 19.06 feet to the POINT OF BEGINNING.

Containing 5.04 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/90 adjustment) and are based on the south line of the southeast quarter (SE-1/4) of said section 2 to bear S 88°57'52" W.

  
Scott A. Wheeler (For The Firm)  
Professional Surveyor and Mapper  
Florida Certificate No. 5949

21501  
Exhibit2

# EXHIBIT "B"

**Barraco**  
SURVEYING & ENGINEERING, INC.  
1000 W. UNIVERSITY BLVD.  
SUITE 1000  
GAINESVILLE, FLORIDA 32609  
(352) 399-2000  
WWW.BARRACO.COM  
FIRM LICENSE NO. 23456  
P.L. 12

**LONG BAY PARTNERS, LLC**  
1000 W. UNIVERSITY BLVD., SUITE 1000  
GAINESVILLE, FLORIDA 32609  
(352) 399-2000  
FIRM LICENSE NO. 23456  
P.L. 12

PARCELS IN SECTIONS 1 & 2, TOWNSHIP 18 SOUTH, RANGE 15 EAST, LEE COUNTY, FLORIDA

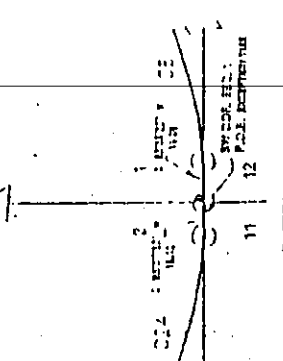
PLAT NO. 12345

DATE: 10/25/2012

BY: [Signature]

SCALE: AS SHOWN

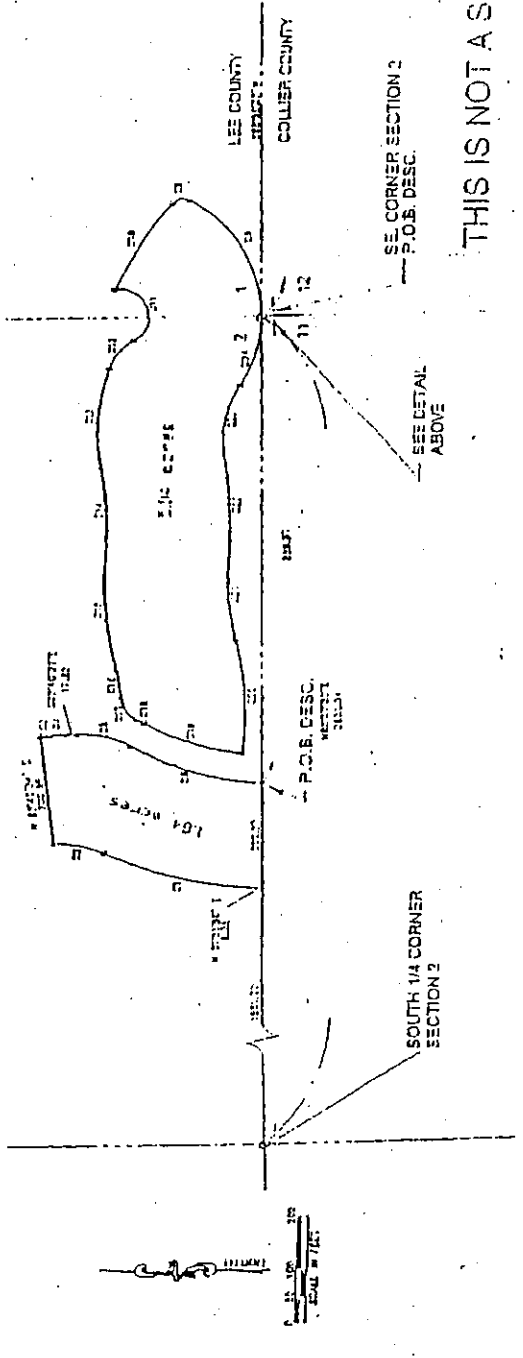
SHEET TO ACCOMPANY DESCRIPTION



DETAIL  
NEC TO SCALE

NOTES:  
1. THE STANDARDS OF AUTHORIZED ROADWAY OF BARRACO AND ASSOCIATES, INC. IS 14'-8\"/>

CURVE TABLE		
LINE NO.	ANGLE	CHORD BEARING
1	178.51	N 88.75° W 230.12
2	178.51	S 88.75° E 230.12
3	178.51	N 88.75° W 230.12
4	178.51	S 88.75° E 230.12
5	178.51	N 88.75° W 230.12
6	178.51	S 88.75° E 230.12
7	178.51	N 88.75° W 230.12
8	178.51	S 88.75° E 230.12
9	178.51	N 88.75° W 230.12
10	178.51	S 88.75° E 230.12
11	178.51	N 88.75° W 230.12
12	178.51	S 88.75° E 230.12
13	178.51	N 88.75° W 230.12
14	178.51	S 88.75° E 230.12
15	178.51	N 88.75° W 230.12
16	178.51	S 88.75° E 230.12
17	178.51	N 88.75° W 230.12
18	178.51	S 88.75° E 230.12
19	178.51	N 88.75° W 230.12
20	178.51	S 88.75° E 230.12
21	178.51	N 88.75° W 230.12
22	178.51	S 88.75° E 230.12
23	178.51	N 88.75° W 230.12
24	178.51	S 88.75° E 230.12
25	178.51	N 88.75° W 230.12
26	178.51	S 88.75° E 230.12
27	178.51	N 88.75° W 230.12
28	178.51	S 88.75° E 230.12
29	178.51	N 88.75° W 230.12
30	178.51	S 88.75° E 230.12



THIS IS NOT A SURVEY

SEE CORNER SECTION 2  
SEE DETAIL ABOVE

[Signature]  
I, [Signature], Surveyor for the State of Florida, do hereby certify that this is a true and correct copy of the original plat as filed with me.  
DATE: 10/25/2012

RESOLUTION OF BOARD OF DIRECTORS OF BONITA SPRINGS UTILITIES, INC., ESTABLISHING AN EFFECTIVE DATE RELATING TO ITS THIRD AMENDMENT TO ITS WATER AND SEWER FRANCHISE, UPDATING ITS SERVICE TERRITORY, AND WATER AND WASTEWATER TARIFFS, TO INCLUDE ADJUSTMENT TO CERTAIN CHARGES WITHIN ITS FRANCHISE AREA OF LEE COUNTY, FLORIDA;

WHEREAS, the Board of County Commissioners of Lee County, Florida, on May 8, 2001, passed Lee County Resolution No. 01-05-11 approving and granting the Third Amendment to Bonita Springs Utilities, Inc.'s (BSU), Water and Sewer Franchise, and Water and Wastewater Tariff as proposed by BSU in its petition for updating BSU's service territory description and to include adjustments for sub-metering and multi-family units, and expansion of gravity sewer collection systems and extension of potable water service to customers on wells, a copy of which is attached hereto and incorporated herein.

WHEREAS, Lee County Resolution No. 01-05-11 provides as follows:

The revised Franchise Description and Updated Water and Wastewater Tariffs, to include the requested adjustments as set out in paragraph 1., above, are hereby approved, and shall become effective on a date to be subsequently determined by the BSU Board of Directors as set out in BSU's By-Laws, not to exceed thirty (30) days from the Board of County Commissioners' adoption of this Resolution.

NOW THEREFORE, it is hereby Resolved by the Board of Directors of Bonita Springs Utilities, Inc., that:

1. The revised Franchise Description and Updated Water and Wastewater Tariffs as approved by Lee County Resolution No. 01-05-11 shall be effective on the 1 day of JUNE, 2001.

I, Frank Liles, Secretary of Bonita Springs Utilities, Inc., certify that the foregoing is a true and correct copy of the resolutions adopted by the Board on June 5, 2001.

IN WITNESS WHEREOF, I have subscribed my name as Secretary and affixed the seal of the company, this 5 day of June, 2001.

(Corporate Seal)

  
Frank Liles



RESOLUTION OF BOARD OF DIRECTORS OF BONITA SPRINGS UTILITIES, INC., ESTABLISHING AN EFFECTIVE DATE RELATING TO ITS FOURTH AMENDMENT TO ITS WATER AND SEWER FRANCHISE, REVISING ITS SERVICE TERRITORY DESCRIPTION AND APPROVING AND INCLUDING IN THE BSU FRANCHISE, A SERVICE AGREEMENT BY AND BETWEEN BSU, LONG BAY PARTNERS, LLC AND COLLIER COUNTY FOR UTILITY SERVICE TO THE MEDITERRA DEVELOPMENT LOCATED IN LEE COUNTY AND COLLIER COUNTY, FLORIDA;

WHEREAS, the Board of County Commissioners of Lee County, Florida, on May 8, 2001, passed Lee County Resolution No. 01-05-12 approving and granting the Fourth Amendment to Bonita Springs Utilities, Inc.'s (BSU), revised Franchise Description and Utility Service Agreement for the Mediterra Development as proposed by BSU in its petition for a revision to its service territory description and for approval of and inclusion in the franchise, a Service Agreement by and between BSU, Long Bay Partners, LLC and Collier County for utility service to the Mediterra Development located in both Lee County and Collier County, a copy of which is attached hereto and incorporated herein.

WHEREAS, Lee County Resolution No. 01-05-12 provides as follows:

The revised Franchise Description and Utility Service Agreement for the "Mediterra" Development as set out in paragraph 1., above, are hereby approved, and shall become effective on a date to be subsequently determined by the BSU Board of Directors as set out in BSU's By-Laws, not to exceed thirty (30) days from the Board of County Commissioners' adoption of this Resolution.

NOW THEREFORE, it is hereby Resolved by the Board of Directors of Bonita Springs Utilities, Inc., that:

1. The revised Franchise Description and Utility Service Agreement for the Mediterra Development as approved by Lee County Resolution No. 01-05-12 shall be effective on the 1 day of JUNE, 2001.

I, Frank Liles, Secretary of Bonita Springs Utilities, Inc., certify that the foregoing is a true and correct copy of the resolutions adopted by the Board on June 5, 2001.

IN WITNESS WHEREOF, I have subscribed my name as Secretary and affixed the seal of the company, this 5 day of June, 2001.

(Corporate Seal)

  
\_\_\_\_\_  
Frank Liles

# EXHIBIT C

---

BONITA SPRINGS UTILITIES, INC.

WATER TARIFF

Revised \_\_\_\_\_

BONITA SPRINGS UTILITIES, INC.  
11860 East Terry Street  
Bonita Springs, Florida 34135

(239)992-0711

WATER TARIFF  
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TERRITORY SERVED

That territory set forth in the Bonita Springs Utilities, Inc. Franchise Agreement By And Between Bonita Springs Utilities, Inc. and Lee County, Florida, as amended and restated, and on file at the Company's office.

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## TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "ANC" - Fee for Aid to New Construction.
- 2.0 "ASSISTED LIVING FACILITY" - An institutional class of customer licensed by the State of Florida, Agency for Health Care Administration pursuant to Chapter 400, Florida Statutes.
- 3.0 "COMPANY" - Bonita Springs Utilities, Inc., a Florida Not-For-Profit Corporation.
- 4.0 "CONNECTION FEE" - Charge for meter, meter installation, accessories, and connection to lines of Company.
- 
- 4.1 "CONSTRUCTION COST" - The Company's unit cost, multiplied by quantities for each item provided by the Developer, plus a five percent contingency.
- 5.0 "CONSUMER OR CUSTOMER" - Any person, firm, association, corporation, governmental agency or similar organization, supplied with water service by the Company and may also be a member.
- 6.0 "CONSUMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing water for any purpose, ordinarily located on the consumer's side of "Point of Delivery," whether such installation is owned by Consumer, or used by Consumer under lease or otherwise.
- 7.0 "COUNTY" - Refers to Lee County, a political subdivision of the State of Florida.
- 8.0 "EQUVALENT RESIDENTIAL CONNECTION ("ERC") - A measure of the average daily flow for a single residential unit.
- 9.0 "FRANCHISE" - The franchise granted by the County to the Company.
- 10.0 "MAIN" - Shall refer to a pipe, conduit, or other facility installed to convey water service to individual service lines or to other mains.
- 11.0 "MEMBER" - The holder of a membership certificate or member account with the Company.
- 11.1 "MIXED MASTER" - Refers to a class of service where one meter serves customers utilizing different classes of service.
- 11.2 "MULTI-FAMILY UNIT" - Refers to a class of service where one meter serves more than three residential units such as apartments, condominiums, mobile homes, or combinations thereof.

- 12.0 "POINT OF DELIVERY" - The point where the Company's pipes, meters or backflow preventers are connected with the pipes or meters of the Consumer, which is typically the property line.
- 13.0 "RATE SCHEDULE" - Refers to rates or charges for a particular classification of service, which rates or charges are subject to change from time to time by approval of the Lee County Board of County Commissioners.
- 14.0 "SERVICE" or "WATER SERVICE" - Service, as mentioned in this Tariff Book and in agreement with Consumers, shall be construed to include, in addition to all water service required by the Consumer, ~~the readiness and ability on the part of the Company to furnish~~ water service to the Consumer. Thus, the maintenance by the Company of pressure at the point of delivery upon request shall constitute the rendering of water service, irrespective of whether the Consumer makes any use thereof.
- 15.0 "SERVICE LINES" - The pipes of the Company which are connected from the Mains to Point of Delivery.
-

## INDEX OF RULES AND REGULATIONS

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## RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

- 
- 2.0 APPLICATION REQUIRED - Water service is furnished only after an application or agreement and payment of the initial connection fee and deposit is accepted by the Company. The conditions of such application or agreement are binding upon the customer as well as upon the Company. A record of the application or agreement for water service accepted by the Company will be furnished to the applicant on request. The applicant shall furnish to the Company the correct name, street address and lot and block number at which service is to be rendered. Members may be required to show proof of occupancy when making application for new service or transfer of service.
- 3.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between agent and the Company and under which such water service is rendered.
- 4.0 APPLICATIONS FOR BUILDING PERMIT - Upon request for a permit letter for the purpose of obtaining a building permit, the applicant shall pay in full the ANC fee as in effect at that time for the number of ERC's/Units as defined by the Company's Rules and Regulations. There shall be a minimum payment of one(1) ANC fee paid.
- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water and/or wastewater service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the Company of such household, organization or business for water and/or wastewater service has been settled in full. Service may also be discontinued for any violation made by the Consumer of any rule or regulation set forth in this Tariff.
- 6.0 EXTENSIONS - The Company will extend service in accordance with the Service Availability Policy set forth herein.
- 7.0 LIMITATIONS OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the Company. Water

service furnished to the customer shall be rendered directly to the customer through Company's individual meter and may not be submetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others, unless: (i) Company elects not to individually meter; (ii) customer provides 60 days prior written notice to Company; (iii) customer collects a rate or charge which does not exceed the actual purchase price for water service paid to the Company; (iv) except in the case of a condominium association, customer retains ownership of the property served; and, (v) customer complies with all other technical and policy requirements of the Company. In no case shall a customer extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, submetering, sale or disposition of service, the customer's water service is subject to discontinuance until such unauthorized extension, submetering, sale or disposition of service is discontinued and full payment is made to the Company for water services, calculated on proper classification and rate schedules and reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing and inspections.

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- 8.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control. The Company has the right to restrict and equalize the daily rate of flow for consumption so large users cannot, at peak load time or any other time, interrupt our minimum required supply.
- 9.0 TERMINATION OF SERVICE - At customers request, Company will terminate service to a property on a specified date. Termination is the permanent end of service to a particular location and shall be distinguished from a discontinuation of service which is temporary in nature as in the case of a rental occupancy or a seasonal customer. In the event of a termination of service, customer will no longer be responsible for payment for service to the property. However, such termination of service shall result in the forfeiture of all fees paid (including, but not limited to ANC Fees). Any subsequent request for service to the same location must be accompanied by payment of all rates and charges then in effect.
- 10.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company, and shall comply with all governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. Consumer agrees further to keep such facilities in good repair and to promptly stop all leaks on his premises. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

- 11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any charge resulting from a violation of this Rule. Upon request to increase customer's existing meter size without any change to the type or number of ERC/Units being served, customer shall be charged difference due for the connection fee, ANC Fees, Deposits and the cost of labor and materials, less the cost of any inventory items restocked.
- 12.0 UNAUTHORIZED CONNECTIONS - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full of all water service estimated by the Company to have been used by reason of such unauthorized connection. No temporary pipes, nipples or spacers are permitted and under no circumstances are connections allowed which may permit water to bypass the meter or metering equipment. A party illegally hooking up to facilities of Company, or doing so in violation of Company's Rules and Regulations shall be charged costs plus expenses and back-billed for water used based upon reasonable estimate of service taken.
- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company. The Company reserves the right to inspect the customer's installation prior to rendering water service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.
- 14.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location.
- 15.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus. In the event of any loss, or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.
- 16.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting or removing Company's property, reading meters and other purposes incident to performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass.

- 17.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits and privileges which are necessary for the rendering of water service as determined by the Company.
- 18.0 BILLING PERIODS - Bills for water service will be rendered monthly, and are due when rendered and shall be considered as received by customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by customer shall not release or diminish the obligation of customer with respect to payment thereof.
- 19.0 METER READINGS - All meters shall be read monthly. If unable to obtain a reading, an estimated bill shall be calculated based on the estimate and adjusted when an actual reading is obtained.
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20.0 PULLS FOR NON-PAYMENT - Field personnel shall not accept payment from customers when pulling meters for non-payment or reconnecting service. Customer may avoid meter removal, after personnel have been dispatched, by either entering into a verbal or written agreement to pay by a mutually agreed upon date the amount due including non-payment trip charge and/or reconnect fees. Failure by the customer to pay the amount due by the date specified shall result in immediate discontinuance of water service. Water service shall not be restored until full payment is received in the office and shall include an additional reconnect fee.

21.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid. No partial payment of any bill rendered will be accepted by the Company, except by agreement with the Company.

22.0 RETURNED CHECKS - Upon return of a check for any reason, the Company may redeposit the check, but the customer will be responsible for any service charge. Upon return of a check for the second time, customer is to be notified that restitution must be made immediately by cash or money order only, including the service charges. Customers failing to respond or to make restitution shall have water and/or wastewater service disconnected and will be charged a violation reconnect fee. Service will not be restored until payment in full is received for all charges due. Owner/Tenant situations - owners shall not be held responsible for the service charge incurred because of a bad check from their tenant.

Check Return -

- \$25.00 for a check that does not exceed \$50.00;
- \$30.00 for a check that exceeds \$50.00.

23.0 CHANGE OF OCCUPANCY - When change of occupancy takes place on any premises supplied by the Company with water service, NOTICE shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer, who will be held responsible for all water service used on such premises until such NOTICE is so received and Company has had reasonable time to discontinue water service. However, if such NOTICE has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. For the convenience of its customers the Company will accept telephone orders to discontinue or transfer water service and will use all reasonable diligence in the execution thereof. However, oral orders or advice cannot be deemed binding or be considered formal notification to the Company. All transactions must be reported and cleared through the Company, including transfers, sales and charges.

24.0 SERVICE DEPOSIT - Before rendering service, the Company shall require a non-interest bearing deposit or guarantee satisfactory to the Company to secure the payment of bills by the member

SINGLE FAMILY RESIDENTIAL,  
 DUPLEX, TRIPLEX  
 and GENERAL:

<u>Meter Size</u>	<u>Effective September 1, 2002</u> <u>Amount of Deposit</u>	<u>Effective September 1, 2003</u> <u>Amount of Deposit</u>
3/4"	\$ 40.00	\$ 45.00
1"	\$ 100.00	\$ 112.50
1-1/2"	\$ 200.00	\$ 225.00
2"	\$ 320.00	\$ 360.00
3"	\$ 640.00	\$ 720.00
4"	\$1,000.00	\$ 1,125.00
6"	\$2,000.00	\$ 2,250.00
8"	\$3,200.00	\$ 3,600.00

Institutional, Multi-Family & Mixed Master:      \$40.00 per unit or ERC  
 (Effective September 1, 2002)  
    \$45.00 per unit or ERC  
 (Effective September 1, 2003)

CONSTRUCTION METER:      \$ 1,000.00

The Company may waive the deposit requirement upon receipt of a letter from the customer's most recent utility company stating that the customer's account was in good standing for the 24-month period immediately preceding the application to Company for service. Good standing shall require, at a minimum, that the customer's account was never more than 30 days in arrears.

After a residential customer has established a satisfactory payment record and has continuous service for 18 months, the Company may refund the customer's deposit provided the customer has not, in the preceding 12 months: (a) made more than one late payment of a bill, (b) paid with a check refused by a bank, (c) been disconnected for nonpayment, or (d) used service in a fraudulent or unauthorized manner. Subsequent to such refund, Company may require a new deposit as a result of any of the above-referenced deficiencies.

General, institutional, multi-family and mixed master deposits are not refundable until change of ownership occurs and final settlement has been made. Upon final settlement of customer's account, any unused or remaining balance of the deposit shall be refunded, without interest.

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Company may require an additional deposit if usage or payment history warrants. Upon final settlement of customer's account, any unused balance of the deposit will be refunded.

A service deposit may be transferred from one service location to another, if both locations are supplied water service by the Company; however, a deposit may not be transferred from one person to another.

25.0 TRANSFER FEES - Charge for transfer of service to a new owner or tenant at an existing service. Existing owners are not charged when tenants vacate. Transfer Fee - \$35.00 per transfer of existing service.

27.0 ALL WATER THROUGH METER - That portion of the customer's installation or water service shall be so arranged that all water service shall pass through the meter. All water passing through the meter must be paid for unless the Company determines the meter to be faulty.

28.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be.

29.0 REQUEST FOR BENCH TEST BY CUSTOMER - If the meter is found to register in excess of the accuracy limits set out herein, the customer shall not be charged for test, but if below such accuracy limit, the Company shall debit customer's account a service charge for conducting the test.

Meter Bench Test Fee -	<u>Meter Size</u>	<u>Cost</u>
	3/4" - 1"	\$50.00
	1-1/2" & larger	Actual Cost

30.0 ADJUSTMENT OF BILLS FOR METER ERROR - In meter tests made by the Company, the accuracy of registration of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows.

31.0 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the use of any customer every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within the accuracy limits set forth in the following table:

ACCURACY LIMITS IN PERCENT

METER TYPE	MAXIMUM RATE	INTERMEDIATE RATE	ACCURACY LIMITS IN PERCENT	
			NEW	REPAIRED
Displacement	98.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97-103	97-103	95-103	90-103
Compound*	97-103	97-103	95-103	90-103

\*The minimum required accuracy for compound meters at any rate within the "changeover" range of flows shall be 85%.

32.0 ADJUSTMENT OF BILLS FOR FAST METERS - Whenever a meter tested is found to register fast in excess of the tolerance provided in the Meter Accuracy Requirements provision herein, the utility shall refund to the customer the amount billed in error for one-half the period since the last test; said one-half period not to exceed six (6) months except that if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to, but not beyond such date. The refund shall not include any part of any minimum charge.

33.0 ADJUSTMENT OF BILLS FOR SLOW METERS - Whenever a meter tested is found to register slow in excess of the tolerance provided in the Meter Accuracy Requirements provision herein, the Company may bill the customer an amount equal to the unbilled error for one-half the period since the last test; said one-half period not to exceed six (6) months except that if it can be shown that the error was due to some cause; the date which can be fixed, the charge may be computed back to but not beyond such date and provided further that if the Company has required a deposit, the customer may be billed only for that portion of the unbilled error which is in excess of the deposit retained by the Company.

34.0 NON-REGISTER METERS - In the event of a non-register meter, the customer may be billed on an estimate based on previous bills for similar usage, such estimate to apply only to the current billing period.

35.0 METER TAMPERING - It is unlawful to willfully alter, tamper with, damage, or knowingly suffer to be damaged any meter, meter seal, pipe or other apparatus belonging to the Company with intent to avoid payment for utility service. According to State statute this is a misdemeanor of the first degree. Authorities shall be notified and Company will prosecute. In addition, whoever is found in civil action to have violated the provisions hereof shall be liable to Company in an amount equal to 3 times the amount of services unlawfully obtained or \$1,000.00, whichever is greater.



36.0 RATE SCHEDULES - The following are the Company's rate schedules for service, and are subject to change from time to time upon approval of the Lee County Board of County Commissioners:

GENERAL SERVICE RATE SCHEDULE

APPLICABILITY - For service to all customers to which no other rate schedule applies.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WATER RATES -

<u>Meter Size</u>	<u>Effective September 1, 2002</u> <u>Monthly Base Charge</u>	<u>Effective September 1, 2003</u> <u>Monthly Base Charge</u>
3/4"	\$ 5.50	\$ 5.90
1"	\$ 13.75	\$ 14.70
1.5"	\$ 27.50	\$ 29.45
2"	\$ 44.00	\$ 47.10
3"	\$ 82.50	\$ 88.30
4"	\$137.50	\$ 147.15
6"	\$275.00	\$ 294.25
8"	\$440.00	\$ 470.80

Gallage Charge (Per 1,000 gallons)

Block gallage per ERC

<u>Block</u>	<u>Effective</u> <u>September 1, 2002</u> <u>Charge</u>	<u>Effective</u> <u>September 1, 2003</u> <u>Charge</u>	<u>Gallage</u>
1	\$2.49	\$2.66	0 - 6000 gallons
2	3.02	3.23	6001- 12000 gallons
3	3.55	3.80	12001 - 18000 gallons
4	4.08	4.37	18001 and over

BILLING CHARGE - \$2.75 per account per month for the year 2002, effective September 1, 2002, and \$2.95 per account per month for the year 2003, effective September 1, 2003. No second charge if wastewater service is also provided.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, which notice may be provided in a subsequent bill, service may then be discontinued.

SINGLE FAMILY RESIDENTIAL, DUPLEX AND TRIPLEX RATE SCHEDULE

APPLICABILITY - For service to all single family customers or their equivalent, including duplexes and triplexes, except for those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WATER RATES -

<u>Meter Size</u>	Effective September 1, 2002 Monthly Base Charge <u>Per Unit Served</u>	Effective September 1, 2003 Monthly Base Charge <u>Per Unit Served</u>
All	\$5.50	\$5.90

Gallonage Charge (Per 1,000 gallons) Per Unit Served  
Block gallonage per unit served

<u>Block</u>	Effective September 1, 2002 <u>Charge</u>	Effective September 1, 2003 <u>Charge</u>	<u>Gallonage</u>
1	\$2.49	\$2.66	0 - 6000 gallons
2	3.02	3.23	6001- 12000 gallons
3	3.55	3.80	12001 - 18000 gallons
4	4.08	4.37	18001 and over

BILLING CHARGE - \$2.75 per account per month for the year 2002, effective September 1, 2002, and \$2.95 per account per month for the year 2003, effective September 1, 2003. No second charge if wastewater service is also provided.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, which notice may be provided in a subsequent bill, service may then be discontinued.

MULTI-FAMILY AND MIXED MASTER RATE SCHEDULE

APPLICABILITY - FOR SERVICE TO ALL MULTI-FAMILY AND MIXED MASTER CUSTOMERS AS HEREIN DEFINED, INCLUDING THOSE INSTANCES WHERE FOUR OR MORE RESIDENTIAL UNITS ARE CONTAINED IN DUPLEXES OR TRIPLEXES BEHIND A MASTER METER.

LIMITATION - SUBJECT TO ALL OF THE RULES AND REGULATIONS OF THIS TARIFF.

WATER RATES

	EFFECTIVE SEPTEMBER 1, 2002	EFFECTIVE SEPTEMBER 1, 2003
<u>METER SIZE</u>	<u>MONTHLY BASE CHARGE PER UNIT SERVED</u>	<u>MONTHLY BASE CHARGE PER UNIT SERVED</u>
ALL	\$4.40	\$4.70

GALLONAGE CHARGE (PER 1,000 GALLONS)  
BLOCK GALLONAGE PER UNIT SERVED

<u>BLOCK</u>	EFFECTIVE SEPTEMBER 1, 2002 <u>CHARGE (2002)</u>	EFFECTIVE SEPTEMBER 1, 2003 <u>CHARGE (2003)</u>	<u>GALLONAGE</u>
1	\$2.49	\$2.66	0 - 6000 GALLONS
2	3.02	3.23	6001- 12000 GALLONS
3	3.55	3.80	12001 - 18000 GALLONS
4	4.08	4.37	18001 AND OVER

BILLING CHARGE - \$2.75 PER ACCOUNT PER MONTH FOR THE YEAR 2002, EFFECTIVE SEPTEMBER 1, 2002, AND \$2.95 PER ACCOUNT PER MONTH FOR THE YEAR 2003, EFFECTIVE SEPTEMBER 1, 2003. NO SECOND CHARGE IF WASTEWATER SERVICE IS ALSO PROVIDED.

TERMS OF PAYMENT - BILLS ARE DUE AND PAYABLE WHEN RENDERED AND BECOME DELINQUENT IF NOT PAID WITHIN TWENTY (20) DAYS. AFTER FIVE (5) WORKING DAYS WRITTEN NOTICE, WHICH NOTICE MAY BE PROVIDED IN A SUBSEQUENT BILL, SERVICE MAY THEN BE DISCONTINUED.

INSTITUTIONAL RATE SCHEDULE

APPLICABILITY - For service to all assisted living facilities and other applicable institutional customers.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

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WATER RATES

<u>Meter Size</u>	Effective September 1, 2002 Monthly Base Charge <u>Per ERC</u>	Effective September 1, 2003 Monthly Base Charge <u>Per ERC</u>
All	\$5.50	\$ 5.90

Gallage Charge (Per 1,000 gallons)  
Block gallage per ERC

<u>Block</u>	Effective September 1, 2002 <u>Charge (2002)</u>	Effective September 1, 2003 <u>Charge (2003)</u>	<u>Gallage</u>
1	\$2.49	\$2.66	0 - 6000 gallons
2	3.02	3.23	6001- 12000 gallons
3	3.55	3.80	12001 - 18000 gallons
4	4.08	4.37	18001 and over

BILLING CHARGE - \$2.75 per account per month for the year 2002, effective September 1, 2002, and \$2.95 per account per month for the year 2003, effective September 1, 2003. No second charge if wastewater service is also provided.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, which notice may be provided in a subsequent bill, service may then be discontinued.

- 37.0 NORMAL RECONNECTION CHARGE - Removal or reconnection of service subsequent to a customer-request. Normal Reconnect/Disconnect Fees.  
\$30.00 Disconnect charge  
\$30.00 Reconnect charge
- 38.0 VIOLATION RECONNECTION CHARGE - Subsequent to disconnection of service for cause, including a delinquency in bill payments, service shall not be reinstated until reconnection charge plus all past-due balances are paid in full. \$40.00 during normal work hours; \$50.00 after hours and weekends.
- 39.0 REIMBURSEMENTS FOR EXTRA EXPENSES - The consumer shall reimburse the Company for extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of consumer's violation of the Rules and Regulations. The customer will be advised of these expenses prior to Company rendering service.
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- 40.0 MISCELLANEOUS SERVICE CHARGES - The Company charges the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.
- Usage Reports - \$50.00 minimum or \$0.25 per meter, whichever is greater.
- Non-Payment Trip Charge -  
\$40.00 - only applicable during normal work hours
- Capacity Reservation Fee - a monthly charge equal to the base charge plus billing charge for the applicable class of service.
- Plan Review and Inspection Fees -  
The greater of \$500.00 or 1.0% of Construction Cost.
- Warranty Expiration Televising (cleaning) -  
\$.55 per linear foot
- Fire Flow Test -  
\$45.00  
\$45.00- retest
- Developer Agreement Administration Fees -  
not to exceed \$1000.00
- Connect/Disconnect Construction Meter -  
\$30.00 per occurrence

Labor & Equipment -  
\$40.00 per 1 man crew per hour  
\$65.00 per 2 man crew per hour

Check for Misread and/or Leak

Turn On/Off

Re-Read or special read per customer request (excluding final reads)

High Bill Inquiry (no charge for 1st request in 12 month period)

Water Service Line Locate

Re-read due to obstruction by customer

Other related and similar activities

\$25.00 during normal work hours

\$35.00 after hours and weekends

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CONSTRUCTION METER - Deposit \$1,000.00, refundable if returned in good condition.  
\$30.00 connect and disconnect charge. \$3.50 for each thousand (1000) gallons of water used.

The Fire Department is to be notified by engineering department, when customer is ready to check the fire flow. Company and Fire Department will then do the test.

Water Tank Truck Fill-up Fee - \$3.50 per 1,000 gallons.

## SERVICE AVAILABILITY POLICY

- 41.0 PURPOSE - The Company has determined that it is necessary to set forth a policy for the availability of water capacity which will provide a non-discriminatory and equitable basis upon which to provide service to future customers and plan capital expenditures for facilities expansion.
- 42.0 APPLICABILITY - This policy is applicable throughout the service territory of the Company.
- 43.0 AGREEMENT FOR SERVICE - Service is available from Company only by entering into a Service Agreement with the Company and, if the capacity request warrants, a Developer Agreement or both. A standard form Service Agreement or Developer Agreement is available at the Company's office. Such Agreements may be subject to modification by Company to suit the particular circumstances of service to the applicant. Upon execution of a Service Agreement or Developer Agreement, accompanied by payment of the appropriate ANC Fees, Capacity Reservation Fees, Connection Fee and other charges as set forth herein, Company will reserve the number of connections paid for and will provide service to those units pursuant to its rules and regulations upon notification by Developer that service is required. A person who owns a lot or plot of land with houses, duplexes, or more and who has one or more water connections on this property cannot serve water to a buyer of any previously unserved portion of this property. The sale must be reported to the Company. If there are two buyers each one buying half of a duplex, each must pay an ANC Fee, Deposit and Connection Fee.
- 44.0 NON-TRANSFERABILITY - A person who has paid an ANC Fee on one location, must pay another ANC Fee for water service at a new location. Plant capacity reserved through Developer's payment of ANC Fees cannot be assigned, transferred, leased, encumbered or disposed of in any manner unless, prior to connection, Developer has obtained the written consent of the Company and all applicable rates and charges are transferred or paid for the new lot. Following written notice, Company's consent to an assignment of capacity in connection with a bona fide sale of the property to which the plant capacity reservation relates will not be unreasonably withheld. In no instance shall Developer sell or assign plant capacity for a consideration which is more than the ANC Fee amount actually paid by Developer to reserve the capacity.
- 45.0 LETTERS OF AVAILABILITY - Company may issue Letters Of Availability of water service to Developers for use in obtaining zoning changes and development orders necessary for construction on their property. Such letters are not permit letters as referenced in section 4.0 of this Tariff and are not specific reservations of capacity for Developer and do not guarantee that capacity will be available for Developer's project at any later date. Such a reservation can only be made through execution of an agreement with the Company and payment of rates and charges as set forth herein. Such an agreement is required prior to issuing a Permit Letter for the purpose of obtaining a concurrency letter or building permit.

46.0 SERVICE AVAILABILITY PAYMENTS - In consideration for the provision of water service by the Company, Developer shall be required to pay certain costs of making service available, including on-site water distribution system contributed in cash or in kind; payments to defray in part, or in total, the cost of off-site lines and related facilities, ANC Fees, Connection Fees, and Capacity Reservation Fees. Default in the payment of the charges set forth herein shall result in a cancellation of reserved capacity and forfeiture of monies previously paid to Company.

47.0 ANC FEES - An Aid-To-New-Construction Fee (ANC Fee) shall be paid for each connection to the Company's system to defray all or a portion of the cost of providing service to the property. The ANC Fee shall be calculated based on an equivalent residential connection ("ERC") which is a factor used to convert a given average daily flow to the equivalent number of residential connections. For this purpose, the average daily flow of one ERC is 250 gallons per day ("gpd"). The number of ERC's contained in a given average daily flow is determined by dividing that average daily flow by 250 gpd.

ANC FEE SCHEDULE  
(Effective September 1, 2002)

(a) Single Family Residential, Duplex and Triplex:

Meter Size

All \$1,640.00 per unit served

(b) Multi-family and Mixed Master:

\$1,312.00 per unit served

(c) Assisted Living Facility:

\$1,640.00 per ERC.

The ANC Fee is calculated based on the estimated water capacity at a rate of 100 gpd/bed plus 5 gpd/meal served (resident or staff) divided by 250 gpd to determine the number of ERC's. The number of ERC's is then multiplied by the ANC Fee then in effect.

(c) General Service:

Meter Size	ERC Equivalent	ANC Fee Per ERC
3/4"	1	\$ 1,640.00
1"	2.5	4,100.00
1-1/2"	5	8,200.00
2"	8	13,120.00
3"	16	26,240.00



4"	25	41,000.00
6"	50	82,000.00
8"	80	131,200.00

Company reserves the right to increase ANC Fees as it deems necessary in the best interests of the Company subject to approval of the Lee County Board of County Commissioners. All connections made to the Company's system subsequent to the effective date of the ANC Fee increase shall be subject to the higher charge, notwithstanding a prior Letter of Availability, Developer Agreement, or the prepayment of ANC Fees at the previous level.

ANC Fees are refundable only in the following cases:

- (1) Governmental agency reduces the number of units, or denies a building permit
- (2) Water meter has not been installed at time of customer's request for refund

48.0 SPECIAL SERVICE CHARGE TO IMPERIAL HARBOR SUBDIVISION - As a result of the abandonment of Harbor Utilities Company, Inc., the Company provides water service to the Imperial Harbor Subdivision. In order to provide such service, the lines, meters, meter boxes, and appurtenant facilities within Imperial Harbor required substantial upgrading. In addition to the other rates and charges contained in this Tariff, the customers within Imperial Harbor are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Special Services Charge, which includes ANC Fee, in a lump sum, or amortize the cost over 25 years which charges are set forth below.

Special Service Charge: \$ 2,482.49 per unit

or

Monthly Amortization: \$ 17.55 per unit

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

49.0 CAPACITY RESERVATION FEES - Upon execution of a Water Service Agreement or Developer Agreement reserving capacity in the system, Developer or customer shall pay a monthly Capacity Reservation Fee for each unit of capacity reserved equal to the base facility charge per unit then in effect. As active connections are made, the Capacity Reservation Fee obligation shall be proportionately reduced. Failure to make payments as due shall result in the use of previously paid ANC Fees as credits against unpaid capacity reservation fees. This will result in a reduction in the number of connections reserved by Developer in an amount

which corresponds to each ANC Fee used to meet Developer's capacity reservation fee obligation. Company shall provide 15 days written notice prior to taking such action. Depending on the amount of capacity reserved, Company may require annual prepayments of Capacity Reservation Fees to secure payment. In that event, Developer shall be given credit for the prepayment of capacity reservation fees for that portion of the year during which a customer has connected to the system and begun paying a base facility charge for service. Such credit shall be made at the time of the next year's capacity reservation fee prepayment.

50.0 BACKFLOW PREVENTER - The Company requires the installation of backflow preventers on water connections to residential and commercial customers with dual water systems, and for other water connections as deemed reasonably necessary by the Company. Backflow preventers sized 3-inches and larger shall be installed by the developer or customer at its cost, and shall be subject to inspection by the Company prior to commencement of service. Backflow preventers sized 3-inches and larger shall remain as the property of the customer, and shall be tested annually by a certified backflow prevention technician at the customer's expense. Testing report shall be forwarded to the Company on an annual basis by the customer.

Backflow preventers sized smaller than 3-inches shall be installed by the Company and shall remain as the property of the Company. The developer or customer shall be required to pay for the installation as listed below. Annual testing of backflow preventers smaller than 3-inches shall be conducted by the Company at the Company's expense.

<u>Meter Size</u>	Effective September 1, 2002
	<u>Fee</u>
3/4"	\$ 190.00
1"	250.00
1-1/2"	435.00
2"	500.00
Above 2-inch	Actual Cost

51.0 CONNECTION/METER INSTALLATION FEE - Upon execution of a water Service Agreement or Developer Agreement, Developer shall pay for costs associated with the meter installation and tap-in or connection of the Consumer Installation to the distribution or transmission system of the Company according to the following schedule:

<u>Meter Size</u>	Effective September 1, 2002
	<u>Amount</u>
3/4"	\$295.00
1"	420.00
1-1/2"	690.00
2"	900.00
Above 2-inch	Actual Cost

There will be a separate connection/meter installation fee for irrigation meters which are requested by the customer or otherwise provided by the Company.

- 52.0 CONTRIBUTION OF LINES - Developer may be required to construct and contribute to the Company on-site facilities, particularly water distribution lines, and off-site facilities including transmission mains to connect Company's transmission system in order to provide service to Developer's property. Contribution of such lines is independent of the payment of any charges hereunder. Construction and contribution of such lines shall meet the minimum specifications of the Company.
- 53.0 OBLIGATIONS OF DEVELOPER - All contributors and developers shall furnish to the Company accurate information regarding matters of engineering, construction of buildings, dwellings and proposed densities. Developer shall advise Company of changes in density factors or consumption requirements during construction of the project, and Developer shall be liable for adjustment in ANC Fees and charges paid or payable.
- 54.0 MISCELLANEOUS CONSTRUCTION PROVISIONS - Any contractor or similar person doing work for the Company must first show a certificate of insurance acceptable to the Company. In case of a service size change being requested by a Consumer regardless of pre-installation, or after installation, the Company will collect a charge based on the actual cost involved. The cost of a change or relocation of a service will be based on actual cost to Company.
- 55.0 SERVICE TO EXISTING SUBDIVISIONS - In the event Company determines to provide service to an existing subdivision served by individual wells, Company shall determine availability of capacity for that subdivision. The representatives of the subdivision shall provide all information reasonably necessary for Company to make such determination. In the event service is available, the subdivision residents (or someone other than Company) shall be responsible for construction, or the cost of construction, of all on-site and off-site facilities necessary to serve the subdivision. Provision of service by the Company shall further be conditioned upon payment of all applicable rates and charges as set forth herein. Company, in its sole discretion, shall determine whether to accept a subdivision's existing distribution system, which may be subject to upgrade at the sole discretion of the Company, or render service pursuant to a master meter or both in the case of a subdivision system owned and maintained by a homeowners association, developer, or other such similar unit. For customers in these areas connecting to the Company's potable water system, the Company may elect to allow such customers the option of paying the ANC fee and connection charges in lump sum, or amortizing the cost for up to thirty years.

Should the Company elect to allow such customers the option of amortizing such charges, the Company shall notify all customers in existing homes subject to the provisions of this paragraph of their right to elect to amortize these costs or pay these costs in a lump sum. Any customers so notified will have six (6) months from the date of notification to elect to participate in this program and to notify Company that the customer wishes to amortize these costs. Any customers so notified, that do not notify the Company within six months of their desire to amortize such costs, will be required to pay the ANC Fee and connection charges in lump sum. In the event a customer elects to amortize these costs, the customer shall allow the Company to place a lien on the property to secure repayment.

- 56.0 REFUNDABLE ADVANCES - Company may require, in addition to the contributions set forth herein, a refundable advance by a Developer to temporarily defray the cost of off-site

extension of water mains, pumping stations and other facilities necessary to connect the Developer's property with the then proper point of interconnection with the Company's existing water facilities, in excess of the size needed to provide service to the subject property. Costs paid by the Developer over and above the Developer's hydraulic share of the off-site facilities, may be refunded to the Developer in accordance with the terms and conditions of a Refundable Advance Agreement with Company. Company shall not be required to refund to Developer any fees or charges collected from consumers as a result of his contribution toward the cost of constructing the off-site facilities.

At the time the engineer of record certifies the off-site facilities as complete, he will also be requested to provide a determination of the hydraulic capacity of the facilities and the number of connections it is capable of serving based upon the Company's current determination of an equivalent residential connection. On that basis, Company will establish a refundable advance charge per equivalent residential connection and Company will agree to collect and refund same to Developer upon payment of such charges by subsequent customers obtaining service through the off-site facilities. Unless otherwise agreed to by Company, no refundable advance treatment will be available to Developer constructing lines and appurtenant facilities less than six (6) inches in diameter. Company may limit the life of the Refundable Advance Agreement to a term of not more than seven (7) years, after which time a portion of the refund not made to the Developer will be retained by the Company. In no event shall a Developer recover an amount greater than the difference between the capitalized cost of such improvements and the Developer's own hydraulic share of such improvement. The Service Company will not include any interest upon the refund of the Developer's advance.

- 57.0 ALLOCATION OF CAPACITY - It is the policy of the Florida Department of Environmental Protection ("DEP") to reduce the capacity available in Company's water and sewer systems upon issuance of a DEP Collection and/or Distribution System Permit (or its equivalent) to construct an on-site system which will receive treatment capacity from Company. DEP reduces Company's uncommitted capacity by the total number of ERC's which can be served by the on-site system approved in the Permit ("Permit Capacity"). This DEP policy prevents Company from committing the Permit Capacity to other developers and customers, regardless of an immediate need and willingness to pay for such capacity.

In an effort to fairly allocate plant capacity, it is Service Company's policy to require Developer to enter into a Developer Agreement concurrent with Company signing off on Developer's Permit Application, and to require payment of all charges related to the Permit Capacity committed to Developer at that time. This requirement is intended to avoid a situation in which developers who have not paid service availability charges tie up capacity to the exclusion of customers with an immediate need and ability to pay.

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BONITA SPRINGS UTILITIES, INC.

WASTEWATER TARIFF

Revised \_\_\_\_\_

BONITA SPRINGS UTILITIES, INC.  
11860 East Terry Street  
Bonita Springs, Florida 34135

(239) 992-0711

WASTEWATER TARIFF

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TERRITORY SERVED

That territory set forth in the Bonita Springs Utilities, Inc. Franchise Agreement By And Between Bonita Springs Utilities, Inc. and Lee County, Florida, as amended and restated, and on file at the Company's office.

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## TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "ANC" - Fee for Aid to New Construction.
- 2.0 "ASSISTED LIVING FACILITY" - An institutional class of customer licensed by the State of Florida, Agency for Health Care Administration pursuant to Chapter 400, Florida Statutes.
- 3.0 "COMPANY" - Bonita Springs Utilities, Inc., a Florida Not-For-Profit Corporation.
- 4.0 "CONNECTION FEE" - Charge for labor and facilities necessary for connection to lines of Company.
- 
- 4.1 "CONSTRUCTION COST" - The Company's unit cost, multiplied by quantities for each item provided by the Developer, plus a five percent contingency.
- 5.0 "CONSUMER OR CUSTOMER" - Any person, firm, association, corporation, governmental agency or similar organization, supplied with wastewater service by the Company and may also be a member.
- 6.0 "CONSUMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the Consumer under lease or other agreement.
- 7.0 "COUNTY" - refers to Lee County, a political subdivision of the State of Florida.
- 8.0 "EQUIVALENT RESIDENTIAL CONNECTION" ("ERC") - A measure of the average daily flow for a single residential unit.
- 9.0 "FRANCHISE" - The franchise granted by the County to the Company.
- 10.0 "MAIN" - Shall refer to a pipe, conduit, or other facility installed to convey wastewater service to individual service lines or to other mains.
- 11.0 "MEMBER" - The holder of a membership certificate or member account with the Company.
- 11.1 "MIXED MASTER" - Refers to a class of service where one meter serves customers utilizing different classes of service.
- 11.2 "MULTI-FAMILY UNIT" - Refers to a class of service where one meter serves more than three residential units such as apartments, condominiums, mobile homes, or combinations thereof.



- 12.0 "POINT OF DELIVERY" - The point where the Company's pipes or meters are connected with pipes of the Consumer, which is typically the property line.
- 13.0 "RATE SCHEDULE" - Refers to rates or charges for a particular classification of service, which rates or charges are subject to change from time to time by approval of the Lee County Board of County Commissioners.
- 14.0 "SERVICE" or "WASTEWATER SERVICE" - Service, as mentioned in this Tariff and in agreement with Consumers, shall be construed to include, in addition to all wastewater service required by the Consumer, the readiness and ability on the part of the Company to furnish wastewater service to the Consumer. Thus, the maintenance by the Company of the availability of service at the point of delivery upon request shall constitute the rendering of wastewater service, irrespective of whether Consumer makes any use thereof.
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- 15.0 "SERVICE LINES" - The pipes of the Company which are connected from the Mains to Point of Delivery.

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## RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for wastewater service unless such court order or decision shall so direct.

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- 2.0 APPLICATION REQUIRED - Wastewater service is furnished only after an application or agreement and payment of the initial connection fee and deposit is accepted by the Company. The conditions of such application or agreement are binding upon the customer as well as upon the Company. A record of the application or agreement for wastewater service accepted by the Company will be furnished to the applicant on request. Members may be required to show proof of occupancy when making application for new service or transfer of service. The applicant shall furnish to the Company the correct name and street address or lot and block number at which wastewater service is to be rendered.
- 3.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When wastewater service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such wastewater service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between agent and the Company and under which such wastewater service is rendered.
- 4.0 APPLICATIONS FOR BUILDING PERMIT - Upon request for a permit letter for the purpose of obtaining a building permit, the applicant shall pay in full the ANC fee in effect at that time for the number of ERC's/Units as defined by the Company's Rules and Regulations. There shall be a minimum payment of one (1) ANC fee paid.
- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue wastewater service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the Company of such household, organization or business for water and/or wastewater service has been settled in full. Service may also be discontinued for any violation made by the Consumer of any rule or regulation set forth in this Tariff.
- 6.0 EXTENSIONS - The Company will extend service in accordance with the Service Availability Policy set forth herein.

- 7.0 LIMITATIONS OF USE - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use, shall be collected directly into the Company's main wastewater lines, and may not be submetered, resold or otherwise disposed of to lessees, tenants, or others unless: (i) Company elects not to individually meter; (ii) customer provides 60 days prior written notice to Company; (iii) customer collects a rate or charge which does not exceed the actual purchase price for wastewater service paid to the Company; (iv) except in the case of a condominium association, customer retains ownership of the property served; and, (v) customer complies with all other technical and policy requirements of the Company. In no case shall a customer extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale or disposition of service, the customer's wastewater service will be subject to discontinuance until such unauthorized extension, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing and inspections.
- 8.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.
- 9.0 TERMINATION OF SERVICE - At customers request, Company will terminate service to a property on a specified date. Termination is the permanent end of service to a particular location and shall be distinguished from a discontinuation of service which is temporary in nature as in the case of a rental occupancy or a seasonal customer. In the event of a termination of service, customer will no longer be responsible for payment for service to the property. However, such termination of service shall result in the forfeiture of all fees paid (including, but not limited to ANC Fees). Any subsequent request for service to the same location must be accompanied by payment of all rates and charges then in effect.
- 10.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company, and shall comply with all governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. Consumer agrees to keep such facilities in good repair, to promptly stop all leaks, and infiltration within standard limits. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the wastewater

service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

- 11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any charge resulting from a violation of this Rule. Upon increasing size of water meter customer may be charged for increase in ANC Fees and deposits, as stated in Rate Schedule.
- 
- 12.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company. Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.
- 14.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting or removing Company's property or for performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass.
- 15.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service as determined by the Company.
- 16.0 BILLING PERIODS - Bills for wastewater service will be billed monthly, and are due when rendered and will be considered as received by customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY- When both water and wastewater service are provided by the Company, payment of any

wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid. No partial payment of any bill rendered will be accepted by the Company, except by agreement with Company.

18.0 RETURNED CHECKS - Upon return of a check for any reason, the Company may redeposit the check, but the customer will be responsible for any service charge. Upon return of a check for the second time, customer is to be notified that restitution must be made immediately by cash or money order only, including the service charges. Customers failing to respond or to make restitution shall have water and/or wastewater service disconnected and will be charged a violation reconnect fee. Service will not be restored until payment in full is received for all charges due. Owner/Tenant situations - owners shall not be held responsible for the service charge incurred because of a bad check from their tenant.

Check Return -

- \$25.00 for a check that does not exceed \$50.00;
- \$30.00 for a check that exceeds \$50.00.

19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, notice shall be given to the Company not less than three (3) days prior to the date of change by the outgoing Customer. The outgoing customer shall be held responsible for all wastewater service rendered on such premises until such notice is so received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account.

For the convenience of its customers, the Company will accept telephone orders, to discontinue or transfer wastewater service from one service address to another, and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company. All transactions must be reported and cleared through the Company, including transfers, sales and charges.

20.0 UNAUTHORIZED CONNECTIONS - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.

21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or other similar reasons, the utility shall bill or refund to the customer amount in error for ½ the period since the last test; not to exceed 6 months, except if it can be shown that the error was due to some cause, the date of which can be fixed, the adjustment shall be computed back to that date, but not beyond. Adjustment shall not include any portion of the base charge. If meter does not register, or if no reading can be obtained, only current billing may be adjusted using an estimate of previous billings.

22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

23.0 SERVICE DEPOSIT - Before rendering service, the Company shall require a non-interest bearing deposit or guarantee satisfactory to the Company to secure the payment of bills by the member. The amount of initial deposit shall be the following, according to meter size:

SINGLE FAMILY RESIDENTIAL,  
 DUPLEX, TRIPLEX and  
 GENERAL:

<u>Meter Size</u>	<u>Effective September 1, 2002 Deposit Amount</u>	<u>Effective September 1, 2003 Deposit Amount (2003)</u>
5/8 x 3/4"	\$ 60.00	\$ 65.00
1"	150.00	162.50
1.5"	300.00	325.00
2"	480.00	520.00
3"	960.00	1,040.00
4"	1,500.00	1,625.00
6"	3,000.00	3,250.00
8"	4,800.00	5,200.00

Institutional, Multi-Family & Mixed Master:      \$60.00 per unit or ERC  
 (Effective September 1, 2002)  
 \$65.00 per unit or ERC  
 (Effective September 1, 2003)

The Company may waive the deposit requirement upon receipt of a letter from the customer's most recent utility company stating that the customer's account was in good standing for the 24-month period immediately preceding the application to Company for service. Good standing shall require, at a minimum, that the customer's account was never more than 30 days in arrears.



After a residential customer has established a satisfactory payment record and has continuous service for 18 months, the Company may refund the customer's deposit provided the customer has not, in the preceding 12 months: (a) made more than one late payment of a bill, (b) paid with a check refused by a bank, (c) been disconnected for nonpayment, or (d) used service in a fraudulent or unauthorized manner. Subsequent to such refund, Company may require a new deposit as a result of any of the above-referenced deficiencies. General, multi-family, mixed master and institutional deposits, however, are not refundable until change of ownership occurs.

Company may require an additional deposit if usage or payment history warrants. Upon final settlement of customer's account, any unused balance of the deposit will be refunded.

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A service deposit may be transferred from one service location to another, if both locations are supplied wastewater service by the Company; however, a deposit may not be transferred from one name to another.

24.0 RATE SCHEDULES - The following are the Company's rate schedules for service, and are subject to change from time to time upon approval of the Lee County Board of County Commissioners:

GENERAL SERVICE RATE SCHEDULE

AVAILABILITY - Available throughout the area served by the Company to all customers for which no other schedule applies.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Gallage Rate - \$2.33 (Effective September 1, 2002)  
\$2.62 (Effective September 1, 2003)

---

(per 1000 gallons)

<u>Meter Size</u>	<u>Effective September 1, 2002</u> <u>Monthly Base Charge</u>	<u>Effective September 1, 2003</u> <u>Monthly Base Charge</u>
3/4"	\$ 18.00	\$ 20.20
1"	\$ 45.00	\$ 50.50
1.5"	\$ 90.00	\$ 101.05
2"	\$ 144.00	\$ 161.65
3"	\$ 270.00	\$ 303.10
4"	\$ 450.00	\$ 505.15
6"	\$ 900.00	\$ 1,010.25
8"	\$1,440.00	\$ 1,616.40

BILLING CHARGE - is \$ 2.75 per bill for the year 2002, effective September 1, 2002, and \$2.95 per bill for the year 2003, effective September 1, 2003. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, which notice may be provided in a subsequent bill, service may be discontinued.

SINGLE FAMILY RESIDENTIAL, DUPLEX AND TRIPLEX RATE SCHEDULE

AVAILABILITY - Available to single family customers or their equivalent throughout the area served by the Company, including duplexes and triplexes, except for those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

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LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

Gallage Rate - \$2.33 (Effective September 1, 2002)  
\$2.62 (Effective September 1, 2003)

(per 1000 gallons capped at 16,000  
gallons per month per unit served)

<u>Meter Size</u>	Effective September 1, 2002 Monthly Base Charge <u>Per Unit Served</u>	Effective September 1, 2003 Monthly Base Charge <u>Per Unit Served</u>
All	\$ 18.00	\$ 20.20

BILLING CHARGE - is \$2.75 per bill for the year 2002, effective September 1, 2002, and \$2.95 per bill for the year 2003, effective September 1, 2003. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, which notice may be provided in a subsequent bill, service may be discontinued.

MULTI-FAMILY AND MIXED MASTER RATE SCHEDULE

AVAILABILITY - Available to multi-family and mixed master customers as herein defined or their equivalent throughout the area served by the Company, including those instances where four or more residential units are contained in duplexes or triplexes behind a master meter.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

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Gallage Rate - \$2.33 (Effective September 1, 2002)  
\$2.62 (Effective September 1, 2003)  
  
(per 1000 gallons)

<u>Meter Size</u>	<u>Effective September 1, 2002</u> <u>Monthly Base Charge</u> <u>Per Unit Served</u>	<u>Effective September 1, 2003</u> <u>Monthly Base Charge</u> <u>Per Unit Served</u>
All	\$ 14.40	\$16.16

BILLING CHARGE - is \$2.75 per bill for the year 2002, effective September 1, 2002, and \$2.95 per bill for the year 2003, effective September 1, 2003. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, which notice may be provided in a subsequent bill, service may be discontinued.

INSTITUTIONAL RATE SCHEDULE

AVAILABILITY - For service to all assisted living facilities and other applicable institutional customers.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

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<u>Gallonge Rate</u>	\$2.33 (Effective September 1, 2002)
	\$2.62 (Effective September 1, 2003)

<u>Meter Size</u>	Effective September 1, 2002 Monthly Base Charge Per ERC	Effective September 1, 2003 Monthly Base Charge Per ERC
N/A	\$18.00	\$ 20.20

BILLING CHARGE - is \$2.75 per bill for the year 2002, effective September 1, 2002, and \$2.95 per bill for the year 2003, effective September 1, 2003. No extra Billing Charge if customer is also a water customer.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, which notice may be provided in a subsequent bill, service may be discontinued.

FIXED WASTEWATER RATE SCHEDULE

AVAILABILITY - Available throughout the area served by the Company for wastewater only customers.

LIMITATION - Subject to all of the Rules and Regulations of this Tariff.

WASTEWATER RATES -

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Gallonge Rate

None

Meter Size  
N/A

Monthly Charge Per Unit  
\$ 33.15

BILLING CHARGE - is \$2.75 per bill for the year 2002, effective September 1, 2002, and \$2.95 per bill for the year 2003, effective September 1, 2003.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, which notice may be provided in a subsequent bill, service may be discontinued.

25.0 NORMAL RECONNECTION CHARGE - Removal or reconnection of service subsequent to a customer-request. Normal Reconnect/Disconnect Fees.  
\$30.00 Disconnect charge  
\$30.00 Reconnect charge

26.0 VIOLATION RECONNECTION CHARGE - Subsequent to disconnection of service for cause, including a delinquency in bill payments, service shall not be reinstated until reconnection charge plus all past-due balances are paid in full. \$40.00 during normal work hours; \$50.00 after hours and weekends.

27.0 REIMBURSEMENTS FOR EXTRA EXPENSES - The consumer shall reimburse the Company for extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of consumer's violation of the Rules and Regulations. The customer will be advised of these expenses prior to Company rendering service.

28.0 MISCELLANEOUS SERVICE CHARGES - The Company charges the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

Transfer Fee - \$35.00 per transfer of existing service.

Non-Payment Trip Charge -  
\$40.00- only applicable during normal work hours

Capacity Reservation Fee - a monthly charge equal to the base charge plus billing charge for the applicable class of service.

Plan Review and Inspection Fees - The greater of \$500.00 or 1.0% of Construction Cost

Warranty Expiration Televising (cleaning) -  
\$.55 per linear foot

Developer Agreement Administration Fees -  
not to exceed \$1000.00 per Main Extension Manual

Labor & Equipment -  
\$40.00 per 1 man crew per hour  
65.00 per 2 man crew per hour

Sewer Tap Locate  
Other related and similar activities  
\$25.00 during normal work hours  
35.00 after hours and weekends

28.1 RECLAIMED WATER RATE - \$.40 per 1000 gallons except as otherwise set by contract.

## SERVICE AVAILABILITY POLICY

- 29.0 PURPOSE - The Company has determined that it is necessary to set forth a policy for the availability of sewer capacity which will provide a non-discriminatory and equitable basis upon which to provide service to future customers and plan capital expenditures for facilities expansion.
- 30.0 APPLICABILITY - This policy is applicable throughout the service territory of the Company.
- 31.0 AGREEMENT FOR SERVICE - Service is available from Company only by entering into a ~~Wastewater Service Agreement with the Company and, if the capacity request warrants, a Developer Agreement or both.~~ A standard form Service Agreement or Developer Agreement is available at the Company's office. Such Agreements may be subject to modification by Company to suit the particular circumstances of service to the applicant. Upon execution of a Wastewater Service Agreement or Developer Agreement, accompanied by payment of the appropriate ANC Fees, Capacity Reservation Fees, Connection Fees and other charges as set forth herein, Company will reserve the number of connections paid for and will provide service to those units pursuant to its rules and regulations upon notification by Developer that service is required. A person who owns a lot or plot of land with houses, duplexes, or more and who has one or more sewer connections on this property cannot serve sewer to a buyer of any previously unserved portion of this property. He must report his sale to the Company. If there are two buyers each one buying half of a duplex, each must pay an ANC Fee, Deposit and Connection Fee.
- 32.0 NON-TRANSFERABILITY - A person who has paid an ANC Fee on one location, must pay another ANC Fee for sewer service at a new location. Plant capacity reserved through Developer's payment of ANC Fees cannot be assigned, transferred, leased, encumbered or disposed of in any manner unless, prior to connection, Developer has obtained the written consent of the Company and all applicable rates and charges are transferred or paid for the new lot. Following written notice, Company's consent to an assignment of capacity in connection with a bona fide sale of the property to which the plant capacity reservation relates will not be unreasonably withheld. In no instance shall Developer sell or assign plant capacity for a consideration which is more than the ANC Fee amount actually paid by Developer to reserve the capacity.
- 33.0 LETTERS OF AVAILABILITY - Company may issue Letters Of Availability of sewer service to Developers for use in obtaining zoning changes and development orders necessary for construction on their property. Such letters are not permit letters as referenced in section 4.0 of this Tariff and are not specific reservations of capacity for Developer and do not guarantee that capacity will be available for Developer's project at any later date. Such a reservation can only be made through execution of an agreement with the Company and payment of rates and charges as set forth herein. Such an agreement is required prior to issuing Permit Letters for the purpose of obtaining a concurrency letter or building permit.
- 34.0 SERVICE AVAILABILITY PAYMENTS - In consideration for the provision of sewer service by the Company, Developer shall be required to pay certain costs of making service available, including on-site sewage collection system contributed in cash or in kind; payments to defray in part, or in total, the cost of off-site lines and related facilities, ANC



Fees, Connection Fees, and Capacity Reservation Fees. Default in the payment of the charges set forth herein shall result in a cancellation of reserved capacity and forfeiture of monies previously paid to Company.

35.0 ANC FEES - An Aid-To-New-Construction Fee (ANC Fee) shall be paid for each connection to the Company's system to defray all or a portion of the cost of providing service to the property. The ANC Fee shall be calculated based on an equivalent residential connection ("ERC") which is a factor used to convert a given average daily flow to the equivalent number of residential connections. For this purpose, the average daily flow of one ERC is 250 gallons per day ("gpd"). The number of ERC's contained in a given average daily flow is determined by dividing that average daily flow by 250 gpd.

ANC FEE SCHEDULE  
(Effective September 1, 2002)

(a) Single Family Residential, Duplex and Triplex:

Meter Size

All \$2,565.00 per unit served

(b) Multi-family and Mixed-Master:

\$2,052.00 per unit served

(c) Assisted Living Facility:

\$2,565.00 per ERC.

The ANC Fee is calculated based on the estimated water capacity at a rate of 100 gpd/bed plus 5 gpd/meal served (resident or staff) divided by 250 gpd to determine the number of ERC's. The number of ERC's is then multiplied by the ANC Fee then in effect.

(d) General Service:

Meter Size	ERC Equivalent	ANC Fee per ERC
3/4"	1	\$ 2,565.00
1"	2.5	6,412.50
1-1/2"	5	12,825.00
2"	8	20,520.00
3"	16	41,040.00
4"	25	64,125.00
6"	50	128,250.00
8"	80	205,200.00

Company reserves the right to increase ANC Fees as it deems necessary in the best interests of the Company, subject to approval of the Lee County Board of County

Commissioners. All connections made to the Company's system subsequent to the effective date of the ANC Fee increase shall be subject to the higher charge, notwithstanding a prior Letter of Availability, Developer Agreement, or the prepayment of ANC Fees at the previous level.

ANC Fees are refundable only in the following cases:

- (1) Governmental agency reduces the number of units, or denies a building permit
- (2) Water meter has not been installed at time of customer's request for refund

~~36.0 CONNECTION/METER INSTALLATION FEE - Upon execution of a Wastewater Service Agreement or Developer Agreement, Company may require Developer to pay for costs associated with the tap-in or connection of the Consumer Installation to the collection or transmission system of the Company according to the following schedule:~~

~~Customer Connection (tap-in) Charge - Actual Cost~~

37.0 CAPACITY RESERVATION FEES - Upon execution of a Wastewater Service Agreement or Developer Agreement reserving capacity in the system, Developer or customer shall pay a monthly Capacity Reservation Fee for each unit of capacity reserved equal to the base facility charge per unit then in effect. As active connections are made, the Capacity Reservation Fee obligation shall be proportionately reduced. Failure to make payments as due shall result in a cancellation of the capacity reservation and a forfeiture of all charges previously paid including ANC Fees. Company shall provide 15 days written notice prior to cancellation in order to remedy delinquent payments. Depending on the amount of capacity reserved, Company may require annual prepayments of Capacity Reservation Fees to secure payment. In that event, Developer shall be given credit for the prepayment of capacity reservation fees for that portion of the year during which a customer has connected to the system and begun paying a base facility charge for service. Such credit shall be made at the time of the next year's capacity reservation fee prepayment.

38.0 CONTRIBUTION OF LINES - Developer may be required to construct and contribute to the Company on-site facilities, particularly sewer collection lines, and off-site facilities including transmission mains to connect Company's transmission system in order to provide service to Developer's property. Contribution of such lines is independent of the payment of any charges hereunder. Construction and of such lines shall meet the minimum specifications of the Company.

39.0 OBLIGATIONS OF DEVELOPER - All contributors and developers shall furnish to the Company accurate information regarding matters of engineering, construction of buildings, dwellings and proposed densities. Developer shall advise Company of changes in density factors or consumption requirements during construction of the project, and Developer shall be liable for adjustment in ANC Fees and charges paid or payable.

40.0 MISCELLANEOUS CONSTRUCTION PROVISIONS - Any contractor or similar person doing work for the Company must first show a certificate of insurance acceptable to the Company. In case of a service size change being requested by a Consumer regardless of

pre-installation, or after installation, the Company will charge based on actual cost involved. The cost of a change or relocation of a service will be based on actual cost.

- 41.0 SERVICE TO EXISTING SUBDIVISIONS - In the event Company determines to provide service to an existing subdivision served by individual septic systems or package plants in an area other than one which the Company has designated as a Gravity Expansion Area, Company shall determine availability of capacity for that subdivision. The representatives of the subdivision shall provide all information reasonably necessary for Company to make such determination. In the event service is available, the subdivision residents (or someone other than Company) shall be responsible for construction, or the cost of construction, of all on-site and off-site facilities including, but not limited to, lift stations necessary to serve the subdivision. Provision of service by the Company shall further be conditioned upon payment of all applicable rates and charges as set forth herein. Company, in its sole discretion, shall determine whether to accept a subdivision's existing collection system, which may be subject to upgrade at the sole discretion of the Company, or render service pursuant to a master meter or both in the case of a subdivision system owned and maintained by a homeowners association, developer, or other such similar unit.

Should the cost of such future wastewater service expansion programs vary significantly from the general charges contained herein, the Company may institute an additional or lesser charge to affected customers, based upon the Company's actual costs, and may allow the amortization of charges and costs over a reasonable time period, if warranted.

- 42.0 SPECIAL SERVICE CHARGE TO IMPERIAL HARBOR SUBDIVISION - As a result of the abandonment of Harbor Utilities Company, Inc., the Company provides wastewater service to the Imperial Harbor Subdivision. In order to provide such service, the lines, lift stations and appurtenant facilities within Imperial Harbor required substantial upgrading. In addition to the other rates and charges contained in this Tariff, the customers within Imperial Harbor are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Special Services Charge in a lump sum, or amortize the cost over 25 years which charges are set forth below.

Special Service Charge: \$ 1,095.67 per unit  
or  
Monthly Amortization: \$ 7.74 per unit

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.

- 42.1 SPECIAL SERVICE CHARGE TO FORMER HACIENDA CUSTOMERS - As a result of the abandonment of Hacienda Treatment Plant, Inc. ("Hacienda"), the Company provides wastewater service to former Hacienda customers. In order to provide such service, the former Hacienda customers needed to be interconnected with the Company's wastewater facilities. In addition to the other rates and charges contained in this Tariff, the customers formerly served by Hacienda, as well as future customers who would have been served by

Hacienda, are required to pay a Special Service Charge that is intended to defray the cost of necessary interconnection in order to render service to such customers, and which provides a special benefit to those customers. Such customers may pay the Special Service Charge in a lump sum, or amortize the cost over 20 years as set forth below:

Special Service Charge:       \$ 795 per ERC  
or  
Monthly Amortization:       \$ 5.68 per ERC

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. ~~Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment.~~

- 43.0 SERVICE TO GRAVITY EXPANSION AREAS - The Company has undertaken a program of constructing local collection and transmission systems to replace septic tanks serving existing residential areas in a program designated as the Gravity Expansion Program. The territory included in the Gravity Expansion Program is on file with the Company. Customers within the Gravity Expansion area may be required to connect to the system when service becomes available following required notice by the Company. In addition to the other rates and charges contained in this Tariff, customers within the Gravity Expansion area are required to pay a charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers. Such customers may pay the Gravity Expansion charge in a lump sum, or amortize the cost up to 30 years which charges are set forth below. In the event a customer elects to amortize the Gravity Expansion charge, the customer shall allow the Company to place a lien on the property to secure repayment.

Gravity Expansion Residential Charge: \$1,717.00 per unit

plus

Gravity Expansion customers are also responsible for payment of the appropriate ANC Fee for their unit which may also be amortized up to 30 years.

- 44.0 QUALITY OF WASTEWATER - No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax, paint, chlorides, or salt water be delivered to the lines, the customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the system or property of third parties.

Developer, or subsequent owners or occupants of the Property, may introduce non-domestic wastes from commercial establishments on the Property only upon prior written approval from Service Company based on Service Company's determination that such non-domestic waste will not harm Utility Facilities. Developer further agrees that no waste waters, fluids, or any substances and materials which contain any hazardous, flammable, toxic and/or industrial constituents, in whole or in part, regardless of the concentrations of said

constituents, shall be discharged into Service Company's sanitary sewer collection/transmission system. Service Company shall have the right to sample the Developer's sewage to verify Developer's compliance with this paragraph.

In addition to the preceding paragraphs, and not by way of limitation, in the event Company determines that the property to be served poses a threat of introducing chlorides, salt water, or similar constituents into the collection or transmission system at levels determined by the Company to be harmful to the sewer system, including, but not limited to, the system's ability to provide effluent meeting reuse standards, and its acceptability as an irrigation supply source for vegetation, the Company has the right to decline or discontinue service, or charge a higher rate due to increased treatment costs if applicable, to such property or customer and ~~to require such pretreatment or other measures as are necessary to protect the integrity of~~ Company's system and the ability to serve its members.

- 45.0 REFUNDABLE ADVANCES - Company may require, in addition to the s set forth herein, a refundable advance by a Developer to temporarily defray the cost of off-site extension of sewer mains, pumping stations and other facilities necessary to connect the Developer's property with the then proper point of interconnection with the Company's existing sewer facilities, in excess of the size needed to provide service to the subject property. Costs paid by the Developer over and above the Developer's hydraulic share of the off-site facilities, may be refunded to the Developer in accordance with the terms and conditions of a Refundable Advance Agreement with Company. Company shall not be required to refund to Developer any fees or charges collected from consumers as a result of his contribution toward the cost of constructing the off-site facilities.

At the time the engineer of record certifies the off-site facilities as complete, he will also be requested to provide a determination of the hydraulic capacity of the facilities and the number of connections it is capable of serving based upon the Company's current determination of an equivalent residential connection. On that basis, Company will establish a refundable advance charge per equivalent residential connection and Company will agree to collect and refund same to Developer upon payment of such charges by subsequent customers obtaining service through the off-site facilities. Unless otherwise agreed to by Company, no refundable advance treatment will be available to Developer constructing lines and appurtenant facilities less than six (6) inches in diameter. Company may limit the life of the Refundable Advance Agreement to a term of not more than seven (7) years, after which time a portion of the refund not made to the Developer will be retained by the Company. In no event shall a Developer recover an amount greater than the difference between the capitalized cost of such improvements and the Developer's own hydraulic share of such improvement. The Service Company will not include any interest upon the refund of the Developer's advance.

- 46.0 WASTEWATER REUSE - The Company owns, operates and maintains wastewater treatment facilities, pursuant to operating permits from the Florida Department of Environmental Regulation, which produce treated effluent of a quality suitable for the irrigation of grasses, woodlands and certain vegetation. The Company may make treated effluent available to consumers within the service area of the Company that own large tracts of green areas requiring landscape irrigation ("Users"), based on the Board of Directors determination of the best interests of the Company and its members. Determination of the quantity, price, terms and conditions of the provision of effluent to Users shall be at the sole discretion of

the Company, and may be set forth in an Effluent Reuse Agreement entered into by the Company and the User.

User shall be responsible for the design, construction and installation, at User's sole cost and expense subject to the approval and inspection by the Company, of on-site and off-site utility lines and facilities needed to initially create or thereafter connect into the Company's effluent disposal system. User shall convey ownership to Company of all lines and facilities from authorized treatment facilities to the point of delivery of effluent to User by bill of sale in a form satisfactory to the Company; it being understood that lines and facilities must be sized and constructed to the satisfaction of Company in accordance with the guidelines and specifications of the Company, subject to refundable advance treatment for oversized facilities. Acceptance of said lines and facilities shall be within the sole discretion of the Company.

User shall be responsible for obtaining information and preparing all necessary environmental planning, hydrogeologic monitoring studies and reports reasonably necessary for the permitting, preparation and continued utilization of User's property as a site for effluent reuse. User shall further be required to provide wet weather storage (non-application day) for not less than five (5) days effluent allocation. Wet weather storage capacity is subject to evaluation on a case by case basis and may be increased due to, among other things, changes in regulatory requirements.

User shall be responsible for any and all costs relative to the maintenance of any water management tract constructed upon User's land and User shall be responsible, at its sole cost and expense, for the construction and maintenance of any effluent spray irrigation device or other system which draws from the water management tract. User shall incur the cost of securing licenses and permits from applicable governmental agencies relative to the reuse of the Company's treated effluent upon User's property, including any costs incurred by Company to secure same.

As a prerequisite to the Company's acceptance of effluent discharge and delivery lines, facilities and appurtenances thereof, User shall grant Company, its successors and assigns, all easements and rights of ingress and egress, necessary for the discharge and delivery of effluent upon User's property, including, but not limited to, easements covering lines and facilities. The easements shall allow the Company to own effluent discharge lines and other facilities required for the effluent delivery.

47.0 ALLOCATION OF CAPACITY - It is the policy of the Florida Department of Environmental Protection ("DEP") to reduce the capacity available in Company's water and sewer systems upon issuance of a DEP Collection and/or Distribution System Permit (or its equivalent) to construct an on-site system which will receive treatment capacity from Company. DEP reduces Company's uncommitted capacity by the total number of ERC's which can be served by the on-site system approved in the Permit ("Permit Capacity"). This DEP policy prevents Company from committing the Permit Capacity to other developers and customers, regardless of an immediate need and willingness to pay for such capacity.

In an effort to fairly allocate plant capacity, it is Service Company's policy to require Developer to enter into a Developer Agreement concurrent with Company signing off on Developer's Permit Application, and to require payment of all charges related to the Permit

Capacity committed to Developer at that time. This requirement is intended to avoid a situation in which developers who have not paid service availability charges tie up capacity to the exclusion of customers with an immediate need and ability to pay.

Bonita\2002 Rate Case\Sewer Tariff 2002-2003

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