

**FLORIDA WATER SERVICES CORPORATION
AGREEMENT**

Inst No: 00013832 Date: 06/14/2000
SYD CROSBY, FLAGLER County
By: *[Signature]* D.C. Time: 12:06:03

OFF REC 0697 PAGE 1484

FWS FILE # 1329

Florida Water Services Corporation (Utility) and Longview Village Development Company (Customer) agree as follows:

1. Customer desires to make water and sewer service available to the property known as the Village at Palm Coast (Property) described on Exhibit A attached hereto and incorporated by reference herein for the benefit in perpetuity of Customer, its successors, administrators and assigns.
2. Utility agrees to make water and sewer service available to the Property for the benefit of Customer, its successors, administrators, and assigns, subject to the terms and conditions as set forth below.
3. The obligations incurred by Customer as a result of this agreement shall constitute an encumbrance on the Property. This Agreement is made subordinate to mortgage liens on the Property and property which may follow, except that such subordination is only to subordinate Utility's interest to the mortgage lien and in no way waives or releases Utility's rights arising from this Agreement.
4. The Property is situated within the territory served by Utility as described in Florida Public Service Commission (FPSC) Certificates No. 302-S and 344-W.
5. All on site water mains, whether installed by Utility or by Customer, shall be sized in order to meet the fire flow requirements of the "Fire Suppression Rating Schedule" as published by Insurance Services Offices, Municipal Survey Service, First Edition, dated June 1980 and any subsequent editions thereof. Utility assumes no responsibility whatsoever for the adequacy in regard to fire flow of Customer's on site water mains.
6. The Contribution-In-Aid-of-Construction (CIAC) required by Utility to provide water service is estimated to be \$3,800.00. This amount must be paid to Utility, upon execution of this agreement, and before water service is provided. This estimated cost for providing service is for coordination and inspection efforts related to the construction of facilities described in Numbered Paragraph 7. If full costs associated with coordination and inspection efforts related to the construction of facilities described in Numbered Paragraph 7, as determined by Utility, should exceed \$3,800.00 the excess amount will be billed to Customer and be payable to Utility upon 30 days

written notice. If on the other hand the actual cost is less than \$3,800.00, the difference will be refunded to Customer. Utility reserves the right to modify construction design that may become necessary to accommodate field conditions, without the consent of the Customer.

7. Customer will install at its expense, in accordance with submitted plans, the necessary water main extension to serve 134 single-family lots within the subdivision known as the Village at Palm Coast and connect the entire system to Utility's nearby existing water main located on Palm Harbor Drive. The water main extension shall consist of approximately 6,700 lineal feet of 8" C-900 PVC pipe, fire hydrants, associated valves, fittings and appurtenances. Plans and specifications as well as acceptance of the completed water main extension will be subject to review and approval by Utility. As a condition precedent to acceptance of the completed water main extension by Utility and prior to receiving service, the completed water main extension shall be conveyed to Utility by a bill of sale together with, 1) accurate cost records establishing the construction cost of the completed water main extension which shall include a copy of related construction contracts duly certified by a Notary Public in the State of Florida as true and correct copies of the originals, 2) perpetual rights of way and easements/warranty deeds, and 3) complete as-built plans. Once accepted, Utility will be responsible for all subsequent maintenance of the water main extension.
8. Prior to Utility rendering service, Customer shall provide to Utility copies of all tests required by the Florida Department of Environmental Protection (FDEP), a copy of the engineer's certification of completion and the acceptance of certification issued by the FDEP.
9. Customer shall be responsible for assuring that all work is done in accordance with applicable rules and regulations including, but not limited to, those promulgated by EPA, FDEP and OSHA; and the presence of a Utility representative on the construction site shall in no way transfer responsibility to Utility for any actions of the Customer, his employees and/or his contractors.
10. The CIAC required by Utility to provide sewer service is estimated to be \$5,600.00. This amount must be paid to Utility, upon execution of this agreement, and before sewer service is provided. This estimated cost for providing sewer service is for coordination and inspection efforts related to the construction of facilities described in Numbered Paragraph 11. If the full costs associated with coordination and inspection efforts related to the construction of facilities described in Numbered Paragraph 11, as determined by Utility, should exceed \$5,600.00 the excess amount will be billed to Customer and be payable to Utility upon 30 days written notice. If the actual cost is less than \$5,600.00, the difference will be refunded to Customer.
11. Customer will install, at its expense, in accordance with submitted plans, the necessary sewer collection system to serve 134 single-family lots within the subdivision known as

the Village at Palm Coast and connect the entire system to Utility's nearest existing sewer main located on Palm Harbor Drive. The sewer collection system shall consist of approximately 5600 lineal feet of 8" PVC gravity sewer pipe, manholes, 4100 lineal feet of 8" PVC sewer force main, one duplex lift station, fittings and appurtenances. Plans and specifications as well as acceptance of completed construction of the sewer collection system will be subject to review and approval by Utility. As a condition precedent to acceptance of the completed sewer collection system by Utility and prior to receiving service, the completed sewer collection system shall be conveyed to Utility by a Bill of Sale together with, 1) accurate cost records establishing the construction cost of the completed sewer collection system which shall include a copy of related construction contracts duly certified by a Notary Public in the State of Florida as a true and correct copies of the originals, 2) perpetual rights of way and easements, warranty deeds(s) and 3) complete as built plans. Once accepted, Utility will be responsible for maintenance of the sewer collection system.

12. Utility accepts only domestic wastewater to its wastewater collection system. Utility reserves the right to inspect Customer's devices, if any, prior to rendering wastewater service and from time to time thereafter but assumes no responsibility for Customer's devices.
13. The providing of water and sewer service is subject to prevailing rates, fees, and charges of Utility. These rates, fees and charges are subject to change as approved by the appropriate governmental authority.
14. Compliance with all Rules and Regulations of Utility is required. These Rules and Regulations are subject to change as approved by the appropriate governmental authority.
15. Customer shall notify Utility, at least 48 hours prior to start of construction, that construction of contributed facilities is about to commence. Utility shall not be required to accept facilities, which were constructed without prior notification.
16. It is estimated that the above noted utility services can be made available within approximately 30 days after Utility acceptance of the above mentioned contributed facilities. Such time period is subject to change for inclement weather, strikes, acts of God, material shortage, acts of government and other delaying conditions beyond the control or responsibility of Utility.
17. This agreement is for water and sewer main extensions only. Before service is provided to any customer, the prevailing Contribution in Aid of Construction calculated in accordance with approved Tariffs of the Utility must be paid to Utility.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

(Corporate Seal)

Attest: W.F. McCreary Jr
Secretary
Printed Name: William F. McCreary Jr
Address: 1300 S. US 1 Bunnell FL 32110

In Witness, LONGVIEW VILLAGE DEVELOPMENT COMPANY, has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer's thereto duly authorized, this 12 day of April A.D. 2000

By: W.F. McCreary Jr
Title: President
Printed Name: William F. McCreary Jr
Printed Address: 1300 S. US 1 Bunnell FL 32110

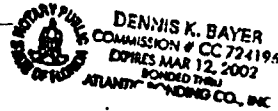
Signed, Sealed, and delivered in the Presence of:

1. Franz Constantin
Printed Name: Franz Constantin
2. Jolly J. Luby
Printed Name: Jolly J. Luby

State of Florida, County of Flagler
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John McCreary and William F. McCreary Jr well known to me to be the President and Secretary respectively of the corporation named as Customer in the foregoing agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 12 day of April A.D. 2000

Dennis K. Bayer
Notary Public



(Corporate Seal)

Attest: Kirk D. Martin
Secretary
Printed Name: Kirk D. Martin
Printed Address: P.O. Box 609520 Orlando FL 32860

In Witness, FLORIDA WATER SERVICES CORPORATION has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereto duly authorized, this ___ day of ___ A.D. 2000

By: John L. Tillman
Title: Senior VP Business Development
Printed Name: John L. Tillman
Printed Address: P.O. Box 109520, Orlando FL 32860

Signed, Sealed, and delivered in the Presence of:

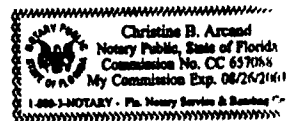
1. John A. Henry
Printed Name: John A. Henry
2. Clara S. Dozier
Printed Name: Clara S. Dozier

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John Tillman well known to me to be the Sr. VP and Senior VP Business Development respectively of the corporation named as Utility in the foregoing agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 24th day of April A.D. 2000

Christine B. Arcand
Notary Public

This notice prepared by
Notary Public
Florida Water Services Corporation
21 March 2000
Public Case # 11-12111



SJAH

LEGAL DESCRIPTION (FURNISHED BY CLIENT)

OFF REC 0697 PAGE 1488

THE FOLLOWING LEGAL DESCRIPTION PREPARED BY CLYDE W. ROESCH, PALM COAST ENGINEERING AND DESIGN SERVICES, INC 1 CORPORATE DRIVE, PALM COAST, FLORIDA.
DATE: AUGUST 17, 1998.

PARCEL 607, 607A, 614 AND A PORTION OF THE ICWW, LYING EAST OF PLAT PALM COAST SECTIONS 4 AND 14.

DESCRIPTION:

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 32 AND 42, TOWNSHIP 10 SOUTH, RANGE 31 EAST, AND WITHIN GOVERNMENT SECTIONS 5, 38 AND 39, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, ACCORDING TO THE SUBDIVISION PLAT COUNTRY CLUB COVE SECTION-14 PALM COAST RECORDED IN MAP BOOK 6, PAGES 54 THROUGH 58 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE ALONG THE BOUNDARY OF SAID PLAT SECTION-14 NORTH 07°08'10" EAST A DISTANCE OF 131.81 FEET, THENCE NORTH 70°53'57" EAST ALONG THE SOUTHERLY BOUNDARY LINE OF COTTON COVE OF SECTION-14 A DISTANCE OF 653.98 FEET, THENCE NORTH 17°01'25" WEST A DISTANCE OF 1636.08 FEET, THENCE NORTH 70°53'57" EAST ALONG THE SOUTHERLY LINE OF CIMMARON WATERWAY RECORDED IN OFFICIAL RECORDS BOOK 549, PAGES 966 THROUGH 990 A DISTANCE OF 789.53 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY, THENCE SOUTH 75°03'48" EAST A DISTANCE OF 213.00 FEET MORE OR LESS TO A POINT ON THE MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY, THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF APPROXIMATELY 4806 FEET, SAID MEAN HIGH WATER LINE HAVING THE FOLLOWING CLOSING LINE, SOUTH 15°49'44" EAST A DISTANCE OF 875.93 FEET, THENCE SOUTH 17°39'57" EAST A DISTANCE OF 916.37 FEET, THENCE SOUTH 25°07'47" EAST A DISTANCE OF 1376.34 FEET, THENCE SOUTH 21°05'33" EAST A DISTANCE OF 1637.18 FEET TO THE END OF SAID CLOSING LINE, THENCE DEPARTING SAID CLOSING LINE AND THE MEAN HIGH WATER LINE SOUTH 69°10'12" WEST A DISTANCE OF 154.28 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY, THENCE CONTINUE SOUTH 69°10'12" WEST ALONG THE NORTHERLY BOUNDARY OF THE LANDS OF MARINA COVE A DISTANCE OF 677.05 FEET MORE OR LESS, THENCE NORTH 20°49'48" WEST A DISTANCE OF 123.00 FEET, THENCE SOUTH 69°10'12" WEST A DISTANCE OF 123.00 FEET, THENCE SOUTH 20°49'48" EAST A DISTANCE OF 19.71 FEET, THENCE SOUTH 69°10'12" WEST A DISTANCE OF 179.56 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PALM HARBOR PARKWAY (104'R/W), THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES NORTH 49°27'23" WEST A DISTANCE OF 74.05 FEET TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY, THENCE NORTHWESTERLY A DISTANCE OF 372.07 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°30'00", A RADIUS OF 748.00 FEET, A CHORD BEARING OF NORTH 35°12'23" WEST AND A CHORD DISTANCE OF 368.25 FEET TO A POINT OF TANGENCY, THENCE NORTH 20°57'23" WEST A DISTANCE OF 1758.00 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHWESTERLY, THENCE NORTHERLY A DISTANCE OF 1118.76 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 58°03'42" A RADIUS OF 1104.00 FEET, A CHORD BEARING OF NORTH 49°59'14" WEST AND A CHORD DISTANCE OF 1071.50 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A PERPETUAL EASEMENT TO THE UNITED STATES OF AMERICA FOR THE RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY, RECORDED IN MAP BOOK 4, PAGES 1 THROUGH 19, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

PARCEL CONTAINING 132.3661 ACRES MORE OR LESS

BEARINGS REFER TO THE TRANSVERSE MERCATOR GRID SYSTEM OF THE EAST ZONE OF FLORIDA AND LOCALLY REFERENCED IN THE VICINITY OF THE ABOVE DESCRIPTION TO THE EAST LINE OF THE SUBDIVISION PLAT COUNTRY CLUB COVE SECTION-14 PALM COAST RECORDED IN MAP BOOK 6, PAGES 54 THROUGH 58, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA BEING NORTH 17°01'25" EAST

EXHIBIT 'A'