



SOUTHLAKE UTILITIES
Incorporated

16554 Cagan Crossings Boulevard - Suite No. 3
Clermont, Florida 34707

DISTRIBUTION CENTER

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COMMISSION CLERK

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October 11, 2007

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

Re: Filing Service Agreement for Southlake Utilities, Inc.

Dear Ms. Cole:

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

KFC US Properties, Inc.
(KFC Restaurant)

KFC US Properties, Inc. has reserved 8.57 ERC's or 0.003000 MGD for domestic water capacity, 11.43 ERC's or 0.004000 MGD for irrigation water capacity and 10.00 ERC's or 0.003000 MGD for wastewater capacity.

Southlake Water Treatment Plant has a capacity of 2.916 MGD and the current 3 month average daily flow is 1.863 MGD. Southlake Wastewater Treatment Plant has a capacity of 1.115 MGD and the current 3 month average daily flow is 0.701 MGD.

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

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

Sincerely,

Randall W. Corbin
Manager

Copy: Project File

CMP _____

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CTR _____

ECR Originals to ECR.

GCL _____

OPC _____

RCA _____

SCR _____

SGA _____

SEC _____

OTH _____

DOCUMENT NUMBER-DATE

09388 OCT 15 6

FPSC-COMMISSION CLERK

WATER AND WASTEWATER AGREEMENT

APPLICANT: KFC US PROPERTIES, INC.

ADDRESS: C/O YUM Brands
7250 Parkway Drive
Suite 310
Hanover, Maryland 21076

PHONE NO. 410-712-0500

KFC US PROPERTIES, INC. whose address is, C/O YUM Brands 7250 Parkway Drive, Suite 310, Hanover, Maryland 21076, hereinafter referred to as "Applicant," hereby requests water and wastewater utility service from SOUTHLAKE UTILITIES, INC., and agrees to abide by the following terms and conditions:

1. SOUTHLAKE UTILITIES, INC., whose address is 11654 Cagan Crossings Boulevard, Suite 2 – Clermont, Florida 34714, hereinafter referred to as "Service Company," shall supply water and wastewater service at the premises noted herein and Applicant promises to purchase water and wastewater utility service and pay Service Company therefore in accordance with Service Company's schedule of rates which shall from time to time be legally in effect and applicable to the service applied for, and to conform to and abide by Service Company's rules and regulations in force relating to such service approved by the Florida Public Service Commission.
2. Service to be provided under this Agreement is limited to: One (1) commercial building to be used as a fast food store located in Lake County, Florida) See Exhibit "A")
3. On the date of execution of this Agreement, Applicant shall pay to Service Company the contribution to utility plant, water meter(s) and fees as then approved by the Florida Public Service Commission in Service Company's Tariff.
 - a) Building Water Service: Applicant is reserving 8.57 (3,000 Gallons per Day) Equivalent Residential Connections ("ERC's") for water service for \$433.00 per ERC, a total of \$3,711.43.
 - b) Building Wastewater Service: Applicant is reserving 10.00 (3000 Gallons per Day) ERC's for wastewater service for \$970.00 per ERC, a total of \$9,700.00.
 - c) Building meter - Applicant requires one (1) 1" meter at \$210.00 each for a meter fee of \$210.00
 - d) Deposit - Building meter – (1) 1" - Water \$77.50.00 ea. / Wastewater \$87.50 ea. – Total \$165.00
 - e) Connection fee - Building meter - One (1) metered account at \$15.00 each – Total \$15.00.
 - f) Irrigation Service: Applicant is reserving 11.43 (4000 Gallons Per Day) Equivalent Residential Connections ("ERC's") for water service for \$433.00 per ERC, a total of \$4,948.57
 - g) Irrigation meter - Applicant requires one (1) 1" meter at \$210.00 each for a meter fee of \$210.00.
 - h) Deposit - Irrigation meter—one (1) 1" meter Water - \$77.50
 - i) Connection fee – Irrigation meter - one (1) metered account at \$15.00 each – Total \$15.00.

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

TOTAL CHARGES AND FEES DUE UPON EXECUTION OF THIS AGREEMENT (Items 3a—3i) \$19,052.50

DOCUMENT NUMBER-DATE

09388 001158

FPSC - COMMISSION CLERK

4. This Agreement shall inure to and be binding upon the successors and/or assigns of the parties hereto.
5. Service Company's obligations under this Agreement are contingent upon the Applicant obtaining approvals from all concerned governmental agencies. Applicant hereby assumes the risk of loss as a result of the denial or withdrawal of approval of any concerned governmental agency
6. Applicant shall remain liable and responsible for making payment to Service Company for all water and wastewater utility services provided hereunder until Applicant's successor or assigns shall make a separate application for service as a new customer and is accepted as a new customer by Service Company.
7. Applicant shall give Service Company written notice that Applicant is connecting his water and wastewater system to the Service Company's water and wastewater system no less than one (1) day prior to said connection for inspection.
8. Water and wastewater service rendered under this Service Agreement shall be in accordance with Service Company's Service Availability Policy approved by the Florida Public Service Commission.
9. Wastewater discharges into the Service Company's wastewater collection system shall at all time be in compliance with local, State and Federal Regulations. Service Company may prohibit certain discharges into the wastewater collection system and may require pretreatment before discharging such wastewater into the wastewater collection system.
 - (a) Water from air condensation cooling coils will not be allowed to be drained into the wastewater collection system. Water of this type is to be drained into storm drains or holding ponds.
 - (b) Separate water meters and service lines are required if wastewater charges are to be eliminated from air conditioning cooling water. At no time will deduct meters or sub-metering be allowed to eliminated wastewater charges.
 - (c) An approved backflow prevention device must be installed on the customer side of the each water meter. The backflow preventor shall be maintained by the Applicant, his successors or assigns and shall be accessible at all times to the Service Company for inspection. Applicant is responsible for performing an annual test on the approved backflow device with a copy of the test results sent to Service Company. Upon final notification to Applicant of non-compliance of required installation and/or testing of the backflow prevention device, Service Company shall have the right to disconnect service until compliance is met and charge a fee for reconnecting service.
10. In the event work on the Applicant's Property is not commenced within one hundred eighty (180) calendar days of the date of this Contract, or if work when commenced is suspended, abandoned or not in active progress at any time for a period of one hundred eighty (180) calendar days, then any obligations or duties or refunds of the Service Company arising out of or prescribed by this Contract shall be null and void and unenforceable.
11. Service Company shall have the right to refuse to provide service to any lot or building until Applicant complies with all of the terms and conditions of this Agreement.

Dated this 2 day of October, 2007.

Witnesses to Applicant

[Signature]

Robert Wian

Printed

Printed

KFC US PROPERTIES, INC
By: John McCarthy

[Signature]

Signature
It's Construction Manager
"APPLICANT"

Witnesses to Service Company

[Signature]

James H McCloskey

Printed

[Signature]

RANDALL W. CORBIN

Printed

By: SOUTHLAKE UTILITIES, INC.

[Signature]

Signature Jeffrey Cagan
It's President
"SERVICE COMPANY"

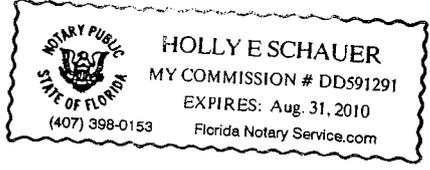
STATE OF Nevada
COUNTY OF Jake

The foregoing instrument was acknowledged before me this 2nd day of October, 2007, by John McCarthy, of KFC US Properties, Inc.... He who is personally known to me or who has produced a driver's license as identification and who did take an oath.

[Signature]

NOTARY PUBLIC

My Commission Expires: 8-31-2010



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 11 day of October, 2007, by Jeffrey Cagan - President, of Southlake Utilities, Inc., on behalf of the corporation. He who is personally known to me or who has produced a driver's license as identification and who did take an oath.

[Signature]

NOTARY PUBLIC

My Commission Expires: June 11, 2010

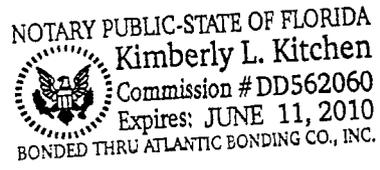


Exhibit "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION - PROPOSED KFC SITE

A PART OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA,
DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 26 EAST, AND RUN N89°42'18"E ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 816.52 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 (STATE ROAD NO. 26); THENCE RUN S20°35'59"E ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 2427.46 FEET TO THE SOUTHEASTERNMOST CORNER OF THE ACCESS EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 1723, PAGE 1593, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N89°24'01"E PERPENDICULAR TO SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 227.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO.27 AND THE NORTHWESTERLY CORNERS OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2101, PAGE 266, OF SAID PUBLIC RECORDS; THENCE RUN S20°35'59"E ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 246.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID OFFICIAL RECORDS BOOK 2101, PAGE 266; THENCE RUN N89°24'01"E ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 2101, PAGE 266, AND THE NORTHEASTERLY PROLONGATION THEREOF FOR A DISTANCE OF 332.00 FEET; THENCE RUN S20°35'59"E FOR A DISTANCE OF 513.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S20°35'59"E FOR A DISTANCE OF 37.00 FEET; THENCE RUN S69°24'01"W A DISTANCE OF 73.34 FEET; THENCE RUN S20°35'59"E A DISTANCE OF 56.01 FEET; THENCE RUN S69°24'01"W A DISTANCE OF 219.16 FEET; THENCE RUN S20°35'59"E A DISTANCE OF 38.17 FEET; THENCE RUN S69°24'01"E A DISTANCE OF 60.50 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27 (207.00 FOOT WIDE RIGHT-OF-WAY); THENCE RUN N20°38'58"W ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 8.83 FEET; THENCE RUN N89°24'01"E ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 10.00 FEET; THENCE RUN N20°38'58"W ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 152.55 FEET; THENCE RUN N89°24'01"E FOR A DISTANCE OF 342.00 FEET TO THE POINT OF BEGINNING.
CONTAINS THEREIN 0.87 ACRES, MORE OR LESS.