

3602000 V. BEL 4-27-15  
Capital  
Vac valve replacement

**B & L BENEWAY, INC.**  
936 CRANE BOULEVARD  
SUGARLOAF, FL 33042

TELEPHONE: 305-743-4394  
FAX: 305-743-4294

April 27, 2014

Mr. Chris Johnson  
KWRU  
6630 Front Street  
Stock Island  
Key West, FL 33040

**INVOICE  
VALVE REPLACEMENT**

Provide labor and equipment to remove and replace three (3) valves at plant location.

TOTAL

\$2,400.00 ✓

*Math Pellerito*  
*confirmed work.*

*[Signature]* 5/5/2015

KWRU 007497

**KW RESORT UTILITIES CORP.**

OPERATING ACCOUNT  
P.O. BOX 2125  
KEY WEST, FL 33045-2125  
PH. 305-295-3301

BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.COM

7181

63-9138-2631

05/06/2015

PAY TO THE  
ORDER OF

B & L Beneway, Inc.

\$ \*\*2,400.00

Two thousand four hundred and 00/100\*\*\*\*\* DOLLARS

B & L Beneway, Inc.  
936 Crane Boulevard  
Sugarloaf, FL 33042



EZShield PLUS Check Fraud  
Protection & ID Resolution

MEMO

⑈00007 18 1⑈

KW RESORT UTILITIES CORP.

7181

05/06/2015

B & L Beneway, Inc.

Date	Type	Reference	Original Amount	Balance Due	Payment
05/06/2015	Bill	B&L4-27-15	2,400.00	2,400.00	2,400.00
		Check Amount			2,400.00

1310000 BB&T Opera KW RESORT UTILITIES CORP. 2,400.00

7181

05/06/2015

B & L Beneway, Inc.

Date	Type	Reference	Original Amount	Balance Due	Payment
05/06/2015	Bill	B&L4-27-15	2,400.00	2,400.00	2,400.00
		Check Amount			2,400.00

Security Features Included Details on back

B.R.I.A.N. Inc.  
P.O. Box 478  
Lake Hamilton, FL 33851

CAPITAL 803000 KB  
Drying Bed #1  
**Invoice**

Date	Invoice #
11/25/2015	20151128

<b>Bill To</b>
Key West Resort Utilities 6630 Front St Key West, FL 33040

P.O. No.	Terms
CHRIS J	Net 30

Quantity	Description	Rate	Amount
15	VAC TRUCK- DRYING BEED #01 (10-28,29-15) NOTES: Suck 1' of sand off top of drying bed 10-28-15 (7hrs) 10-29-15 (8hrs)	200.00	3,000.00

You are responsible for all local, state, federal taxes and fees pertaining to your area.

<b>Total</b>	\$3,000.00
--------------	------------

Phone #	Fax #	E-mail	<b>Payments/Credits</b>	\$0.00
(863) 438-9356	(863) 439-3755	stephenstechnologies@yahoo.com	<b>Balance Due</b>	\$3,000.00

KWRU 007499

**KW RESORTS UTILITIES CORP**  
**CAPITAL ACCOUNT**  
 PO BOX 2125  
 KEY WEST, FL 33045  
 PH. 305-295-3301

**BB&T**  
 BRANCH BANKING AND TRUST COMPANY  
 1-800-BANK BBT. BBT.com  
 63-9138/2631

0123

12/04/2015

PAY TO THE  
 ORDER OF

B.R.I.A.N. Inc.

\$

\*\*3,800.00

Three thousand eight hundred and 00/100\*\*\*\*\*

DOLLARS

B.R.I.A.N. Inc.  
 P.O. Box 478  
 Lake Hamilton, FL 33851

MEMO

*Jessie Johnson*  
*Clinton*  
 AUTHORIZED SIGNATURE

⑈000123⑈

Security Features Included

KW RESORTS UTILITIES CORP  
 12/04/2015

B.R.I.A.N. Inc.

0123

Date	Type	Reference
11/25/2015	Bill	20151122
11/25/2015	Bill	20151128

Original Amount	Balance Due
800.00	800.00
3,000.00	3,000.00

Payment
800.00
3,000.00
3,800.00

Check Amount

1323000 BB&T Capita

3,800.00

KW RESORTS UTILITIES CORP  
 12/04/2015

B.R.I.A.N. Inc.

0123

Date	Type	Reference
11/25/2015	Bill	20151122
11/25/2015	Bill	20151128

Original Amount	Balance Due
800.00	800.00
3,000.00	3,000.00

Payment
800.00
3,000.00
3,800.00

Check Amount

1323000 BB&T Capita

3,800.00

# USABlueBook®

Get the Best Treatment™

Remit To:  
 P.O. Box 9004  
 Gurnee, IL 60031-9004  
 TEL: (847) 689-3000  
 FAX: (847) 689-3001  
 TOLL FREE: 1-800-493-9876  
 F.E.I.N.: 52-2418852

## INVOICE

3940000 KB  
 CAP

INVOICE NO.	PAGE NO.
083772	1 of 1
CUSTOMER NO.	DATE
988106	10/12/16

View online at: <http://usabluebook.billtrust.com>  
 Web Enrollment Token: VRX VVX GFD

BILL TO: 988106  
 306 1 SP D.465 E0306X I0548 D1920779266 S2 P3540090 0001:0001

SHIP TO: 1



KW RESORT UTILITIES  
 PO BOX 2125  
 KEY WEST FL 33045-2125

KW RESORT UTILITIES  
 6630 FRONT ST  
 KEY WEST FL 33040-6050  
 USA

Ordered by: 0015 GLEN NILLER

Attention: 0015 GLEN NILLER

CUSTOMER P.O. NO.	SHIP DATE	SLP	TERMS	TAX CODE	SALES ORDER NO.	W/H	FREIGHT	SHIP VIA		
VERBAL GLEN	10/12/16	AAW	NET 30	FL	776868	01	PREPAID	UPS		
USA STOCK NO.	DESCRIPTION			ORDERED	SHIPPED	BACKORDER	U/M	PRICE	PER	EXTENSION
41318	HF Scientific Micro 100 Benchtop Turbidimeter			1	1	0	EA	1,240.00	EA	1,240.00

THANK YOU for your business!  
 1.5% MONTHLY FINANCE CHARGE  
 ON AMOUNTS 30 DAYS PAST DUE  
 Discounts Apply to Merchandise Only

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	TOTAL
1,240.00	0.00	0.00	74.40	32.06	1,346.46

Should it become necessary to refer your unpaid balance to a collection agency, a collection fee, not to exceed 25% of the balance referred; plus reasonable attorney's fees; and court costs when necessary, will be added to the balance due.

Please Detach and Return Bottom Portion to Insure Proper Credit to Your Account

# USABlueBook®

Get the Best Treatment™

\*\*\*\*IMPORTANT\*\*\*\*

Please include this customer #  
 on the face of your remittance check.

INVOICE NO.	CUSTOMER NO.	DATE	TOTAL
083772	988106	10/12/16	1,346.46

KW RESORT UTILITIES  
 PO BOX 2125  
 KEY WEST FL 33045-2125

### REMITTANCE ADDRESS

USABlueBook  
 P.O. Box 9004  
 Gurnee, IL 60031-9004

KWUR 007501



**PACKING LIST**

P.O. Box 9004  
Gurnee IL 60031-9004

CALL BEFORE RETURNING PRODUCTS

www.usabluebook.com  
FAX: (847) 689-3030  
TOLL FREE: 1-800-548-1234  
F.E.I.N.: 52-2418852  
INTERNATIONAL DIRECT: (847) 689-3000

SALES ORDER #	776868
PAGE	1 of 1
DATE	10/12/16



1

**S  
H  
I  
P  
T  
O**

KW RESORT UTILITIES  
ATTN: 0015 GLEN MILLER  
  
5630 FRONT ST  
KEY WEST FL 33040-6050  
USA

**B  
I  
L  
L  
T  
O**

KW RESORT UTILITIES  
  
PO BOX 2125  
KEY WEST , FL 33045  
10/12  
09:17

USA

CUSTOMER P.O.#	ORDER DATE	ASAP or	SLP.	TERMS	W/H	FREIGHT	SHIP VIA		
VERBAL GLEN	10/12/16	10/17/16	AAW	NET 30	01	PREPAID	UPS		
USA STOCK#	DESCRIPTION			ORDERED	SHIPPED	BACK ORDER	U/M	PAGE	LOC.
41318	HF Scientific Micro 100 Benchtop Turbidimeter			1	1		EA	MAS	3D-13-0D

*David 10-17-16  
A. Miller*

Thank you for your order. Alice Wittbold

Picked by: \_\_\_\_\_ Checked by: \_\_\_\_\_ Packed by: \_\_\_\_\_

LBS

**KW RESORTS UTILITIES CORP  
CAPITAL ACCOUNT**

PO BOX 2125  
KEY WEST, FL 33045  
PH. 305-295-3301

**BB&T**  
BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com  
63-9138/2631

0260

10/24/2016

PAY TO THE ORDER OF USA Bluebook

\$ \*\*1,346.46

One thousand three hundred forty-six and 46/100\*\*\*\*\*

DOLLARS

USA Blue Book  
P.O. Box 9004  
Gurnee, IL 60031-9004

MEMO

*Eddie Johnson*  
*[Signature]*  
AUTHORIZED SIGNATURE

⑈000260⑈

KW RESORTS UTILITIES CORP

0260

10/24/2016 USA Bluebook

Date	Type	Reference	Original Amount	Balance Due	Payment
10/12/2016	Bill	083772	1,346.46	1,346.46	1,346.46
			Check Amount		1,346.46

1323000 BB&T Capit:

1,346.46

KW RESORTS UTILITIES CORP

0260

10/24/2016 USA Bluebook

Date	Type	Reference	Original Amount	Balance Due	Payment
10/12/2016	Bill	083772	1,346.46	1,346.46	1,346.46
			Check Amount		1,346.46

1323000 BB&T Capit:

1,346.46

Security Features Included

**GREGORY WRIGHT (continued)**

Trans. date	Post date	Description	Amount
		PHONE NUMBER: 8006212844	
		NAME: WRIGHT,GREGORY	
		PICKUP: 01/23/15	
		RETURN: KEY WEST, FL APT FL 01/23/15	
		AGREEMENT NUMBER: 404947826	
01/24	01/24	DMI* DELL BUS ONLINE 800-456-3355 TX	\$837.42
01/26	01/26	WWW.NEWEGG.COM 800-390-1119 CA	\$159.48
01/26	01/26	GOAL LINE EMBROIDERY I KEY WEST FL	\$731.54
01/30	01/30	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	\$159.98
01/30	01/30	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	\$252.94
02/01	02/01	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	\$35.18
<b>Subtotal of Activity for Account Number **** * 2820</b>			<b>\$2,302.39</b>

**MATTHEW PELLERITO** Card number ending in 2305  
Employee credit line: \$26,000  
Employee cash advance line: \$13,000

**Purchases**

Standard Purchases

01/06	01/06	API*www.midwayautosupp 214-943-4341 WA	\$98.51
01/06	01/06	SUPPLY LINE ELECTRIC, CAMARILLO CA	\$256.93
01/07	01/07	STRUNK ACE HARDWARE KEY WEST FL	\$9.22
01/12	01/12	THE HOME DEPOT #6313 KEY WEST FL	\$72.21
01/13	01/13	BATTERY GUY NORCROSS GA	\$27.67
01/13	01/13	PAYPAL *BALTIINTERN 4029357733 CA	\$2293.91
01/14	01/14	THE HOME DEPOT #6313 KEY WEST FL	\$33.47
01/19	01/19	THE HOME DEPOT #6313 KEY WEST FL	\$53.65
01/20	01/20	KEY WEST MARINE HARDWA KEY WEST FL	\$47.95
01/20	01/20	THE HOME DEPOT #6313 KEY WEST FL	\$232.17
01/23	01/23	THE HOME DEPOT #6313 KEY WEST FL	\$151.27
01/27	01/27	THE HOME DEPOT #6313 KEY WEST FL	\$77.13
<b>Subtotal of Activity for Account Number **** * 2305</b>			<b>\$3,354.09</b>

**THEADOR YARBORO** Card number ending in 0601  
Employee credit line: \$3,500  
Employee cash advance line: \$0

**Credits and Adjustments**

01/28	01/28	OFFICE MAX KEY WEST FL	-\$85.98
-------	-------	------------------------	----------

**Purchases**

Standard Purchases

01/18	01/18	CHEVRON 0047393 KEY WEST FL	\$56.23
01/23	01/23	TMS*SOUTHERNMOST SIGN KEY WEST FL	\$166.97
01/28	01/28	CARQUEST OF KEY WEST KEY WEST FL	\$10.21
01/28	01/28	OFFICE MAX KEY WEST FL	\$336.61
02/02	02/02	TMS*SOUTHERNMOST SIGN KEY WEST FL	\$141.24
<b>Subtotal of Activity for Account Number **** * 0601</b>			<b>\$625.28</b>

**Account messages**

Great News. Your Annual account summary is now available online. Please go to www.citicards.com and login to your account online for more details.

Please be sure to pay on time. If you submit your payment by mail, we suggest you mail it no later than 02/18/2015 to allow for enough time for regular mail to reach us.

**Add additional employee cards**

Add additional employees to your account to help manage your business.

- Earn even more American Airlines AAdvantage® miles
- Enjoy greater spending control with custom credit lines you set
- Use Account Online to track employee spending

» Log in at [citicards.com](http://citicards.com) and add your employees today!

For AAdvantage® program details, please see [aa.com/aadvantage](http://aa.com/aadvantage)

4AAV011614

**Open next month's statement with a click**



**Access Paperless Statements & E-Communications from almost anywhere.**

- Up to 7 years of statements at your fingertips
- Reminders about payments due
- Get most legal notices and account updates with E-Communications

» Enroll at [paperless.citicards.com](http://paperless.citicards.com)

4AAV014114



Capital -

ORDER: New Allen Bradley 2711-T5A2L1 /B PanelView 550 Mono/Touch/DH-485 DC Power

☑ eBay  
To matt@kwru.com

11:20 AM Actions ▾



Show images

External images have been blocked to protect you against potential spam!

Confirmed. ETA: Tue. Jan. 20. eBay will update the estimate when it ships to

eBay (http://rover.ebay.com/rover/0/e11400.m183?euid=d8f042a56b0545da9c496e38f8ec2328&2Fpages.ebay.com%2Flink%2F%3Fnav%3C3DEBAY-US%26ssPageName%3DADME%3AL%3AOC%3A3127&exe=11488&ext=28494&sojTags=exe=exe,ext=ex

Capital  
Vacuum Station  
Panel view.  
new hardware & new program  
VACUUM ROOM Jon H.  
Airvac

Hi Matthew - Order confirmed. eBay will update you Front St..

**PAID : \$2,293.91 with Paypal**

**Fast 'N Free shipping.**

PLC SCREEN

"NEW"

ARRIVING

1-20-15

MATT P.

1-13-15

Received 1-16-15

View order details (http://rover.ebay.com/rover/euid=d8f042a56b0545da9c496e38f8ec2328&2Fpayments.ebay.com%2Fws%2FEBayISAPI.dll%26transId%3D1205201189006%26itemId%3D161422144919%26qu%3D1205201189006%26ssPageName%3DADME%3AL%3A31503&exe=11488&ext=28494&sojTag:

New Allen Bradley 2711-T5A2L1 /B PanelView 550 Mono/Touch/DH-485 DC Power  
(http://rover.ebay.com/rover/0/e11400.m1842.l5920euid=d8f042a56b0545da9c496e38f8ec2328&loc=http%2Fpayments.ebay.com%2Fws%2FEBayISAPI.dll%3FViewPaymentStatus%26transId%3D1205201189006%3D161422144919%26qu%3D1205201189006%26ssPageName%3DADME%3AL%3A31503&exe=11488&ext=28494&sojTag: Feedback



ORDER: New Allen Bradley 2711-T5A2L1 /B PanelView 550 Mono/Touch/DH-485 DC Power

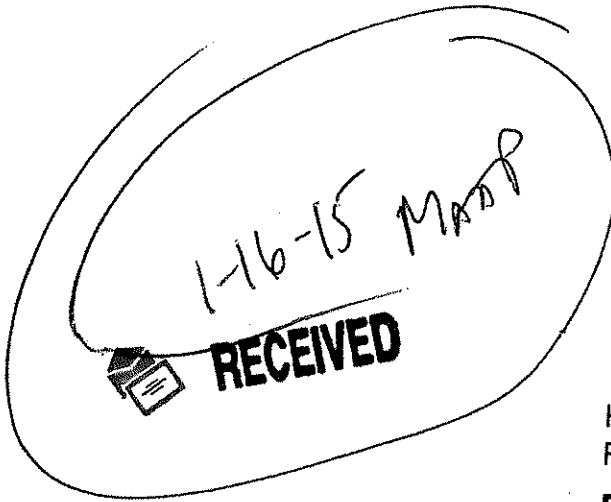
☑ eBay  
To matt@kwru.com

11:20 AM Actions ▾



Show images

External images have been blocked to protect you against potential spam!



Confirmed. ETA: Tue. Jan. 20. eBay will update the estimate when it ships to

eBay (<http://rover.ebay.com/rover/0/e11400.m183?eid=d8f042a56b0545da9c496e38f8ec2328&2Fpages.ebay.com%2Flink%2F%3Fnav%3E3DEBAY-US%26ssPageName%3DADME%3AL%3AOC%3A3127&exe=11488&ext=28494&sojTags=exe=exe,ext=ex>)

Hi Matthew - Order confirmed. eBay will update you Front St..

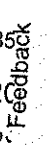
**PAID : \$2,293.91 with Paypal**

Fast 'N Free shipping.

PANEL VIEW  
550  
SCREEN

View order details (<http://rover.ebay.com/rover/0/e11400.m1842.1592?eid=d8f042a56b0545da9c496e38f8ec2328&loc=http%3Fpages.ebay.com%2Fpayments.ebay.com%2Fws%2FfeBayISAPI.dll%26transId%3D1205201189006%26itemId%3D161422144919%26qu%3D11%26ssPageName%3DADME%3AL%3AOC%3A115%3A3127&exe=11488&ext=28494&sojTag>)

New Allen Bradley 2711-T5A2L1 /B PanelView 550 Mono/Touch/DH-485 DC Power  
(<http://rover.ebay.com/rover/0/e11400.m1842.1592?eid=d8f042a56b0545da9c496e38f8ec2328&loc=http%3Fpages.ebay.com%2Fpayments.ebay.com%2Fws%2FfeBayISAPI.dll%26transId%3D1205201189006%26itemId%3D161422144919%26qu%3D11%26ssPageName%3DADME%3AL%3AOC%3A115%3A3127&exe=11488&ext=28494&sojTag>)



KARU 007506

3612000



B.R.I.A.N. Inc.  
P.O. Box 478  
Lake Hamilton, FL 33851

# Invoice

Date	Invoice #
5/7/2015	✓ 201576

<b>Bill To</b>
Key West Resort Utilities 6630 Front St Key West, FL 33040

P.O. No.	Terms
Chris Johnson	Net 30

Quantity	Description	Rate	Amount
1,908	CLEAN AND TV 7 RUNS- KEY WEST RESORT L-4A (4-20-15)	1.50	2,862.00

REC'D MAY 13 2015

You are responsible for all local, state, federal taxes and fees pertaining to your area.		<b>Total</b>	\$2,862.00
---	--	--------------	------------

Phone #	Fax #	E-mail	Payments/Credits	Amount
(863) 438-9356	(863) 439-3755	stephenstechnologies@yahoo.com	<b>Balance Due</b>	✓ \$2,862.00

KWRU 007507

**KW RESORT UTILITIES CORP.**

OPERATING ACCOUNT

P.O. BOX 2125

KEY WEST, FL 33045-2125

PH. 305-295-3301

**BRANCH BANKING AND TRUST COMPANY**

1-800-BANK BBT BBT.COM

63-9138-2631

7194

05/18/2015

PAY TO THE ORDER OF

Brian, Inc.

\$ \*\*3,662.00

Three thousand six hundred sixty-two and 00/100\*\*\*\*\* DOLLARS

Inc. BRIAN  
P.O. Box 478  
Lake Hamilton, FL 33851

MEMO



Check 21®  
Printed & Recorded



⑈00007194⑈

**KW RESORT UTILITIES CORP.**

7194

05/18/2015

Brian, Inc.

Date	Type	Reference	Original Amount	Balance Due	Payment
05/06/2015	Bill	201558	800.00	800.00	800.00
05/07/2015	Bill	201576	2,862.00	2,862.00	2,862.00
			Check Amount		3,662.00

1310000 BB&T Opera

KW RESORT UTILITIES CORP.

3,662.00

7194

05/18/2015

Brian, Inc.

Date	Type	Reference	Original Amount	Balance Due	Payment
05/06/2015	Bill	201558	800.00	800.00	800.00
05/07/2015	Bill	201576	2,862.00	2,862.00	2,862.00
			Check Amount		3,662.00

## **CONSTRUCTION, OWNERSHIP AND MAINTENANCE AGREEMENT**

THIS CONSTRUCTION, OWNERSHIP AND MAINTENANCE AGREEMENT (“Agreement”) made and entered into this 25<sup>th</sup> day of January, 2011 by and between KW Resort Utilities Corp. (“KWRU”), Green Fairways, Inc. (“Green Fairways”), and the Florida Keys Community College (“College”), The School Board of Monroe County, Florida (“School”), Key West HMA, LLC. (“Hospital”), and Key West Health and Rehabilitation Center LLC (“Skilled Nursing”) (collectively the “North Stock Island Properties”).

### **RECITALS**

**WHEREAS**, the North Stock Island Properties desire to connect to KWRU’s centralized wastewater system and have KWRU treat its wastewater. KWRU has agreed to treat the North Stock Island Properties wastewater if a collection system is installed from KWRU’s existing collection system to the North Stock Island Properties; and

**WHEREAS**, certain North Stock Island Properties desire reuse water for outdoor watering, and possible use in fire systems and cooling towers, and KWRU has agreed to provide reuse water to those properties desiring reuse water if a reuse water line is installed from KWRU’s existing reuse system to those North Stock Island Properties requesting reuse water; and

**WHEREAS**, KWRU does not currently provide services or have utility lines connecting to the North Stock Island Properties and does not plan to provide services or provide utility lines to connect to the North Stock Island Properties; and

**WHEREAS**, the North Stock Island Properties require a Sewer Foremain and Reuse Water lines (collectively herein “Utility Lines”) installed from the Key West Golf Club lift station to the right-of-way directly in front of the North Stock Island Properties in order to connect to KWRU; and

**WHEREAS**, the North Stock Island Properties desire the opportunity to recover costs from constructing and installing the Utility Lines from future KWRU customers connecting to the Utility Lines; and

**WHEREAS**, Green Fairways, as KWRU’s construction supervising corporation, has agreed to place for bid, obtain a construction contractor and supervise construction of the Utility Lines for the price contemplated herein;

**WHEREAS**, Weiler Engineering Corp. (“Weiler”) has completed the engineering, design, and permitting of the Utility Lines; and

**WHEREAS**, Green Fairways has completed the bidding process for construction of the Utility Lines.



**WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and for consideration hereinafter set forth, it is understood as follows:

1. **RECITALS:** The foregoing recitals are incorporated by reference and made a part of this Agreement.

**SEWER FORCEMAIN**

2. **CONSTRUCTION COST OF SEWER FORCEMAIN:** The total cost of the Sewer Foremain line to the North Stock Island Properties is \$230,338.42.

3. **PAYMENT OF COST OF SEWER FORCEMAIN:** The North Stock Island Properties agree that each entity shall pay, prior to commencement of construction, their pro rata share of the total cost of the Sewer Foremain into an escrow bank account at Branch Banking and Trust specifically created by Green Fairways for the Sewer Foremain project.

The North Stock Island Properties pro rata share of the total cost for the Sewer Foremain is based on the three month average peak wastewater flows, as stated in terms of Equivalent Dwelling Units ("EDUs"), that Weiler Engineering Corp. determines KWRU will have to treat for each entity based on prior water flow history and the administrative code for facilities that do not have prior water flow history. Buildings currently under construction or anticipated to be constructed shall have wastewater flows calculated pursuant to the Florida Administrative Code.

One third (33 1/3%) of the total cost shall immediately be paid from the escrow account to Green Fairways for payment of mobilization of the construction company selected from the bid process, administration, legal, and other expenses related to the project. The remaining two thirds (66 2/3%) shall be distributed to Green Fairways for work completed upon request for payment made to Weiler. Weiler shall review the request for payment for the work completed and only approve requests for payment made by Green Fairways upon sufficient proof that the work that payment is requested for has been completed to Weiler's satisfaction.

4. **EQUIVALENT DWELLING UNITS.** For purposes of this Agreement, an EDU is 250 gallons per day of wastewater flows (the same rate as is stated under KWRU's approved tariff with the Public Service Commission). EDU's are used to determine the total capacity reservation each entity requires at KWRU's central sewage treatment facility.

5. **TOTAL EQUIVALENT DWELLING UNITS.** The total Equivalent Dwelling Units have been calculated by Weiler and have been agreed upon by all parties prior to entering into this agreement. The EDUs for each North Stock Island Property are as follows:

i. School Board of Monroe County, Florida	<u>22.75</u>	<u>6.9</u>	<u>%</u>
ii. Florida Keys Community College	<u>103.24</u>	<u>31.5%</u>	
iii. Senior Care Group, Inc.	<u>\$5.20</u>	<u>16.8%</u>	
iv. <u>Key West HMA, LLC</u>	<u>146.9</u>	<u>44.8%</u>	
Total	<u>328.09</u>	<u>100</u>	<u>%</u>

KWRU 007511

6. **CREDIT FOR INITIAL DOWN PAYMENT:** The following entities remitted an initial down payment necessary for completion of the engineering, design, permitting and bid of the Utility Lines:

i. School Board of Monroe County, Florida	\$7,112.75
ii. Florida Keys Community College	\$7,112.75
iii. <u>Key West HMA, LLC</u>	<u>\$14,225.50</u>

The initial down payment of each entity shall be credited towards each respective entities pro rata share total cost of the Sewer Foremain, with the remaining amount due upon execution of this Agreement.

7. **TOTAL PAYMENT:** The total payment for each entity is as follows (not taking into account any credit for initial payment of the engineering, design, permitting and bidding):

i. School Board of Monroe County, Florida	<u>\$22,103.35</u>	<u>6.9</u>	<u>%</u>
ii. Florida Keys Community College	<u>\$72,556.60</u>	<u>31.5%</u>	
iii. Senior Care Group, Inc.	<u>\$38,696.86</u>	<u>16.8%</u>	
iv. <u>Key West HMA, LLC</u>	<u>\$103,191.61</u>	<u>44.8%</u>	
Total	<u>\$230,338.42</u>	<u>100</u>	<u>%</u>

8. **UTILITY SERVICE AGREEMENT:** The parties acknowledge and understand that prior to connecting to KWRU's central sewage treatment facility; each North Stock Island Property must enter into a separate wastewater service agreement; the terms of said agreement have been previously approved by the public service commission. A copy of the wastewater service agreement is attached hereto as Exhibit A. The parties also acknowledge and understand that prior to connecting to KWRU's central sewage treatment facility each entity shall be required to remit payment for one third (33 1/3%) of the capacity reservation upon execution of the wastewater service agreement and the remaining two third (66 2/3%) payment is due upon connecting into KWRU's central sewage treatment facility.

REUSE WATER LINE

9. **COST OF REUSE WATER LINE:** The total cost of the Reuse Water line is \$202,753.98.

10. **PAYMENT OF COST OF REUSE WATER LINE:** Gerald Adams, Florida Keys Community College, and Key West HMA, LLC shall pay, prior to commencement of construction, an equal share of the total cost of the Reuse Water Line into an escrow bank account at Branch Banking and Trust specifically created by Green Fairways for the Reuse Water Line project.

One third (33 1/3%) of the total cost shall immediately be paid from the bank account to Green Fairways for payment of mobilization of the construction company selected from the bid process, administration, legal, and other expenses related to the Reuse Water line project. The remaining two thirds (66 2/3%) shall be distributed to Green Fairways for work completed upon request for payment made to Weiler. Weiler shall review the request for payment for the work completed and only approve requests for payment made by Green Fairways upon sufficient proof that the work that payment is requested for has been completed to Weiler's satisfaction.

11. **TOTAL PAYMENT:** The total payment for each entity is as follows:

i. School Board of Monroe County, Florida	\$67,584.66	33.33%
ii. Florida Keys Community College	<u>\$67,584.66</u>	<u>33.33%</u>
iii. <u>Key West HMA, LLC</u>	<u>\$67,584.66</u>	<u>33.33%</u>
Total	<u>\$202,753.98</u>	<u>100%</u>

12. **REUSE WATER PROVIDED:** KWRU agrees to make available to North Stock Island Properties paying for the Reuse Water Line a minimum of 10,000 gallons per day, but a maximum of no more than the preceding three month daily average of wastewater flows sent to KWRU for treatment by the North Stock Island Properties. For example, if the North Stock Island Properties preceding three month daily average flows sent to KWRU is 60,000 gallons per day then the maximum daily amount of reuse water the North Stock Island Properties may receive is 60,000 gallons daily.

13. **REUSE WATER RATE:** KWRU shall charge its PSC tariff approved rate for sale of reuse water, which is currently set at \$0.75 per 1,000 gallons of reuse water. KWRU's rate may change as approved by the PSC for yearly increases in cost of service and delivery or other PSC approved rate changes as the case may be.

## GENERAL TERMS

14. **RECOVERY OF UTILITY LINE INSTALLATION COSTS:** During KWRU's ownership of the Utility Lines, KWRU shall use its best efforts to collect from any future KWRU customer who connects to one or both of the Utility Lines the future KWRU customers pro rata share of the total costs of the Utility Line(s) and return the proceeds in kind to the North Stock Island Properties who initially paid for the installation of said utility line.

15. **CONTRACTOR DISCLOSURE:** The contractor installing the Utility Lines is Fountain Engineering, Inc. Fountain Engineering, Inc. may or may not use a subcontractor for installation of the flow meters, gate valves and flow valves used to control reuse water flows. Fountain Engineering may engage the services of Jeff Kirk.

16. **DEFAULT:** In the event of a default by any party of its duties and obligations hereunder, the non-defaulting party shall provide written notice to the defaulting party specifying the nature of the default and the defaulting party shall have fifteen (15) days to cure any default of a monetary nature and thirty (30) days for any other default. If the default has not been cured within the applicable period (time being of the essence), the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, including but not limited to, the right to damages, injunctive relief and specific performance. If any North Stock Island Property Owner fails to timely pay all fees, rates and charges pursuant to the terms of this Agreement, KWRU may, at its sole option, discontinue and suspend delivery of service to the North Stock Island Property owner who has failed to timely pay all fees, rates, and charges in accordance with all requirements of applicable law and the Tariff.

### 17. EXCUSE FROM PERFORMANCE:

a. **Force Majeure** – If KWRU or Green Fairways is prevented from or delayed in performing any act required to be performed under this Agreement, and such prevention or delay is caused by strikes, labor disputes, inability to obtain such labor, materials or equipment, storms, earthquakes, electric power failures, land subsidence, acts of God, acts of public enemy, wars, blockades, riots, acts of armed forces, delays by carriers, inability to obtain rights-of-way, acts of public authority, regulatory agencies, courts, or any other cause, whether the same kind is enumerated herein, not within the control of KWRU or Green Fairways (“Force Majeure”), the performance of such act shall be excused for a period equal to the period of prevention or delay. If KWRU or Green Fairways intends to claim Force Majeure as an excuse for nonperformance, then it must so notify the affected party in writing within ten business days of the Force Majeure event. KWRU and Green Fairways shall undertake all reasonable measures, at its expense, to restore full service at the earliest practical date. The affected party is not obligated to pay any KWRU tariff, charge or fee until service is restored.

- b. **Governmental Acts** – If for any reason during the term of this Agreement, other than for due conduct of KWRU or Green Fairways and its agents and representatives, and except for the lawful actions and decisions of any federal, state or local authorities or agencies fail to issue necessary permits, grant necessary approvals or require any change in the operation of KWRU’s central sewage system (“Governmental Acts”), then, to the extent that such Governmental Acts shall affect the ability of any party to perform any of the terms of this Agreement in whole or in part, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approvals, or requirements. Notwithstanding the foregoing, none of the parties shall be obligated to accept any new agreement if it substantially adds to any parties burdens and obligations hereunder.
- c. KWRU and/or Green Fairways shall not be held liable for damages to the North Stock Island Properties and the North Stock Island Properties hereby agree to not hold KWRU and Green Fairways liable for damages for failure to deliver service to the North Stock Island Properties upon the occurrence of any of the following events provided that service is restored within 24 hours:
  - i. A lack of service due to loss of flow or process or distribution failure;
  - ii. Equipment or material failure in KWRU’s central sewage system, including storage, pumping and piping provided KWRU has utilized its best efforts to maintain the central sewage system in good operating condition; or
  - iii. Force Majeure, unforeseeable failure or breakdown of pumping, transmission or other facilities, any and all governmental requirements, acts or action of any government, public or governmental authority, commission or board, agency, agent, official or officer, the enactment of any statute, ordinance, resolution, regulation, rule or ruling, order, decree or judgment, restraining order or injunction of any court, including, without limitation, Governmental Acts.

**18. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**19. INDEMNIFICATION:**

- a. To the extent authorized by Section 768.28, Florida Statutes, School agrees to indemnify and hold harmless all other parties to this Agreement for claims, demands, causes of action, losses, damages, and liabilities that arise out of the negligent act(s) or omission(s) of any of School’s officers, employees, contractors (including subcontractors employed by a government contractor) and agents, in connection with the use of the system, and the operation of the system.



b. To the extent authorized by Section 768.28, Florida Statutes, College agrees to indemnify and hold harmless all other parties to this Agreement for claims, demands, causes of action, losses, damages, and liabilities that arise out of the negligent act(s) or omission(s) of any of College's officers, employees, contractors (including subcontractors employed by a government contractor) and agents, in connection with the use of the system, and the operation of the system.

KWRU 007515

c. Hospital agrees to indemnify and hold harmless all other parties to this Agreement for claims, demands, causes of action, losses, damages, and liabilities that arise out of the negligent act(s) or omission(s) of any of Hospital's officers, employees, contractors and agents, in connection with the use of the system, and the operation of the system.

d. Skilled Nursing agrees to indemnify and hold harmless all other parties to this Agreement for claims, demands, causes of action, losses, damages, and liabilities that arise out of the negligent act(s) or omission(s) of any of Skilled Nursing's officers, employees, contractors and agents, in connection with the use of the system, and the operation of the system.

e. KWRU and Green Fairways agree to indemnify and hold harmless the North Stock Island Properties for claims, demands, causes of action, losses, damages and liabilities that arise out of the negligent act(s) or omission(s) of any of their respective officers, employees, contractors and agents, in connection with the use of the system, and the operation of the system.

20. **NOTICES:** All notices, demands, requests or other communications by any party under this Agreement shall be in writing and sent by (a) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, or (b) overnight delivery service or courier, or (c) telefacsimile or similar facsimile transmission with receipt confirmed as follows:

If to KWRU:  
Christopher Johnson, President  
KW Resort Utilities Corp.  
6630 Front Street  
Key West, Florida 33040  
(305) 295-0143

With a copy to:  
Barton W. Smith, Esq.  
BARTON SMITH, P.L.  
309 ½ Whitehead Street  
Key West, Florida 33040  
(305) 296-8448

If to Green Fairways:  
Leslie Johnson  
Green Fairways, Inc.

6450 College Road  
Key West, Florida 33040  
(305) 294-1212

KWRU 007516

With a copy to:

William L. Smith, Jr., Esq.  
SMITH, HEMMESCH, BURKE, BRANNIGAN,  
& GUERIN  
10 South Lasalle Street, Suite 2660  
Chicago, Illinois 60603  
(312) 939-7765

If to Hospital:

---

---

---

---

---

---

---

---

---

---

With a copy to:

---

---

---

---

---

---

---

---

---

---

If to Skilled Nursing:

---

---

---

---

---

---

---

---

---

---

With a copy to:

---

---

---

---

---

---

---

---

---

---

If to School:

---

---

---

---

---

---

---

---

---

---

With a copy to:

---

---

---

---

---

---

---

---

---

---

If to College:

---

---

---

---

---

---

---

---

---

---

---

---

With a copy to:

---

---

---

---

---

---

---

---

---

---

---

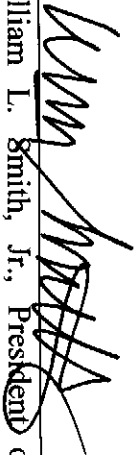
---

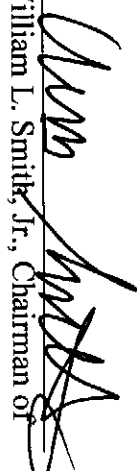
- 21. **TARIFF:** This Agreement is subject to all of the terms and provisions of KWRU's Tariff. In the event of any conflict between the Tariff and the terms of this Agreement, the Tariff shall govern and control. A copy of which is attached hereto as Exhibit B.
- 22. **AMENDMENTS:** This Agreement contains all of the terms, conditions and covenants between the parties hereto, and no alterations, amendments, changes, modification, waivers or variations of this Agreement shall be binding unless made in writing and signed by the party against whom same is sought to be enforced.
- 23. **PRIOR AGREEMENTS:** All prior statements, understandings, representations and agreements between the parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between them in connection with this transaction and which is entered into after full investigation, neither party relying upon any statement, understanding, representation, or agreement made by the other not embodied in this Agreement.
- 24. **INTERPRETATION:** This Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto, and without regard to or aid of canons requiring construction against any party drafting this Agreement.
- 25. **WAIVER:** No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

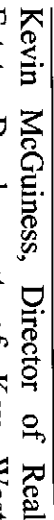
- 26. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
- 27. **SEVERABILITY:** The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.
- 28. **HEADINGS:** Section headings are for convenience of reference only and shall in no way affect the interpretation of this Agreement.
- 29. **COUNTERPARTS:** To facilitate execution, this Agreement may be executed in as many counterparts (including facsimile and e-mail (PDF) copies) as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures.

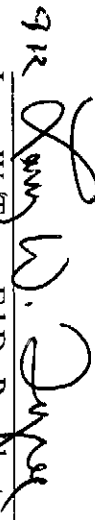
[This Section of the Page Intentionally Left Blank, Signature Page to Follow]

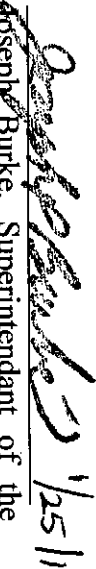
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first set forth above.

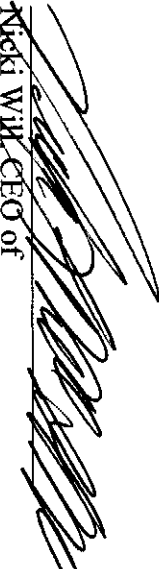
  
William L. Smith, Jr., President of  
Green Fairways, Inc.

  
William L. Smith, Jr., Chairman of  
K W Resort Utilities Corp.

  
Kevin McGuinness, Director of Real  
Estate Development of Key West  
Health and Rehabilitation Center LLC

  
Mr. Larry W. Pyree  
Larry W. Pyree, Ed.D., President of  
Florida Keys Community College

  
Joseph Burke, Superintendent of the  
School Board of Monroe County,  
Florida

  
Nicki Wilk, CEO of  
Key West HMA, LLC



## **UTILITY AGREEMENT**

**THIS UTILITY AGREEMENT** (Agreement), dated as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between KW Resort Utilities Corp., a Florida corporation, having its office(s) at 6630 Front Street, Key West, Florida 33040, (Service Company), and \_\_\_\_\_, having its office(s) at \_\_\_\_\_, (Developer).

### **RECITALS**

- A. Developer is the owner of certain real property more particularly described on Exhibit A, attached hereto and made a part hereof (the Property).
  
- B. Service Company owns, operates, manages and controls a Central Sewage System and is willing to provide sanitary sewer services pursuant to this Agreement.
  
- C. Developer requests that Service Company provide central wastewater service to the Property as indicated on the plans prepared by Weiler Engineering for The South Stock Island sewer expansion, (Copy of plan sheet included as an exhibit).

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound thereby, it is agreed as follows:

**1. Definitions**

Business Day shall mean any day of the year in which commercial banks are not required or authorized to close in New York, New York.

Capacity Reservation Fee as such term is defined in Section 6 hereof.

Central Sewage System shall mean the central collection, transmission, treatment and disposal system and appurtenant facilities owned and operated by the Service Company.

Connection as such term is defined in Section 6 hereof.

Equivalent Residential Connections (ERC), shall be defined as one individual residential connection or, for commercial and other uses, the estimated flow based on the use and Chapter 64E-6, F.A.C., divided by the most recently approved Capacity Analysis rate per residential connection (currently 250 gallons per day per residential connection) also known as E.D.U.

Plans and Specifications as such term is defined in Section hereof.

Point of Delivery shall mean the point where the pipes connect at the property line between the public right of way and private property. The Service Company shall own the clean out to the valve pit and the remaining vacuum lines down stream. The customer shall own the pipes connecting thereto.

Property as such term is defined in the Recitals hereof.

Property Installations or System shall mean any service lines located on individual lots or parcels of the Property or to buildings located on the Property that connect to the Central-Sewage System, and may include facilities located outside the Property, required to be installed by Developer, to connect facilities on the Property to the Central Sewage System.

Service Company's Affiliates shall mean any disclosed or undisclosed officer, director, employee, trustee shareholder, partner, principal, parent, subsidiary or other affiliate of Service Company.

Tariff shall mean Service Company's existing and future schedules of rates and charges for sewer service.

## **2. New System Construction**

- (a) Prior to the construction and installation of the System, Developer shall, at its sole cost and expense, cause to be prepared and provide to Service Company plans and specifications of the system (Plans and Specifications), prepared by a Florida registered professional engineer, and in accordance with all policies and practices of Service Company and all applicable laws and regulations and standards adopted by the Department of Environmental Protection and Monroe County.
- (b) Service Company shall approve or disapprove of the Plans and Specifications within thirty (30) days of receipt thereof by written notice to Developer.
- (c) Upon Developer's receipt of Service Company's written notice of disapproval of the Plans and Specifications, Developer shall promptly revise the Plans and Specifications in accordance with any requirements set forth by Service Company in its written notice of disapproval, and re-submit such revised Plan and Specifications to Service Company for approval or disapproval. Service Company shall approve or disapprove of any revised Plans and Specifications within five (5) business days of receipt thereof by written notice to Developer.
- (d) Upon Developer's receipt of Service Company's written notice of approval of the Plans and Specifications, Developer may proceed with the construction and installation of the System. Developer shall notify Service Company seventy-two (72) hours prior to beginning construction. Construction and Installation shall be completed within six (6) months of Service Company's written notice of approval of the Plans and Specifications. All work shall be inspected by licensed and insured contractors and engineers reasonably acceptable to Service Company. In accordance with Chapter 62-604 F.A.C., Developer shall provide, at its sole cost, a Professional Engineer registered in Florida to provide on-site observation during construction and testing and to certify that the System is constructed in compliance with the approved Plans and Specifications. All materials employed by Developer for the System shall be reasonably acceptable to Service Company.

No portion or element of the System shall be covered or concealed until inspected by Service Company. Developer shall notify Service Company of Developer's readiness for inspection of the System, and Service Company shall inspect the System within two (2) business days after each such notice. Any portion of the System not inspected by Service Company within said time period, shall be deemed to have been accepted by Service Company. In the event that Service Company determines through any such inspection that any portion of the System does not fully comply with the Plans and specific conditions or applicable laws and regulations, Service Company shall notify Developer in writing of such non-compliance not more than two (2) business days after any such inspection and Developer shall immediately modify the System to insure that the System fully complies with the Plans and Specifications and applicable laws and regulations.

- (e) In the event Service Company discovers that any portion of element of the System has been installed, covered or concealed without the prior approval of Service Company, Developer shall, upon written demand by Service Company, immediately dismantle or excavate such portion of the System at its sole cost and expense.

### **3. System Records**

Prior to Service Company's acceptance of all or any portion of the System for service, operation and maintenance or for service only, Developer shall deliver the following records and documents to Service Company:

- (a) Copies of all invoices and/or contracts for the construction and installation.
- (b) An affidavit signed by the developer stating that there are no parts or portions of the System which are not included in the invoices and contracts noted in subsection (a) above, that said invoices and contracts accurately and fully reflect the total cost of the System and that the System is free and clear of all liens and encumbrances.

- (c) Lien waivers from all contractors, subcontractors, material people, and any other parties that provided labor, services or materials in connection with the construction of the System.
- (d) A reproducible Mylar and two (2) sets of blue line copies, accurately depicting all of the System as constructed and installed, and signed and sealed by the engineer and surveyor of record for the System.
- (e) Copies of the results of all tests conducted on the System.
- (f) Any other records or documents required by applicable law or required under the Tariff.
- (g) A certificate of completion of the System signed and sealed by the engineer of record.
- (h) A copy of the Department of Environmental Protection permit to construct the System and all inspection reports and approvals issued by the Engineer and the Department of Environmental Protection and any other applicable governmental authority or agency.
- (i) A bill of sale, in recording form, conveying all right, title and interest in and to the System, to Service Company free of any and all liens and encumbrances for that portion of the System located on the Service Company side of the Point of Delivery.

**4. Property Rights**

In those cases in which Service Company accepts all or any portion of the System for service, operation and maintenance, Developer shall convey the following property rights and interests for that portion of the System to Service Company:



- (a) A non-exclusive easement, in the form attached as Exhibit "B", for that portion of the Property of sufficient size to enable Service Company ingress and egress to operate, maintain and replace such portions of the System not located within public rights-of-way. The foregoing easement shall be in effect for a period of time not less than the period during which the Service Company shall use the System to provide service to Customers.
- (b) A non-exclusive easement, in the form attached as Exhibit "B", of sufficient size to enable ingress, egress and access by Service company personnel or vehicles to any lift or pump station located on the Property. The foregoing easement shall be in effect for a period of time not less than the period during which the Service Company shall use the System to provide service to Customers.
- (c) Notwithstanding the foregoing easements, Developer retains all rights and privileges to utilize the property in any manner it deems appropriate provided such use is not inconsistent with the purposes intended for such easements.

**5. Rates, Fees, Charges**

- (a) All Customers will pay the applicable fees, rates and charges as set forth in the Tariff. Nothing contained in this Agreement shall serve to prohibit Service Company's right to bill or collect its rates and charges from Customers, nor to require compliance with any provision of its Tariff.
- (b) Developer shall pay to Service Company a reservation fee (Capacity Reservation Fee), in the amount of Two Thousand Seven Hundred (\$2,700.00) dollars per E.R.C. connection to be reserved by Developer to serve the residential or commercial structures to be constructed in or upon the Property (individually, a Connection, collectively, the Connections). Prior to execution of this agreement, Developer has previously supplied Service Company access and information necessary to determine number of ERC's proposed. From this information it has been determined: Total \_\_\_\_\_ ERC's

- (c) Developer shall pay 1/3 (\$\_\_\_\_\_ ) of the Capacity Reservation Fee and does not owe additional funds for the Capacity Reservation Fee upon execution of the Agreement, but will however be responsible for the remaining 2/3 (\$\_\_\_\_\_ ) upon connection of the first building pursuant to the payment option of Developer's choosing as articulated in Section 7 of this Agreement. Service Company shall have the right to cancel such reservation in the event of Developer's failure to comply with the terms of this Agreement. In the event there is additional water usage over and above the amount reserved in paragraph 6(b) above, (based on an annual review) the Developer shall remit additional Capacity Reservation Fees to Service Company thirty (30) days after notice by Service Company of additional fees due.
- (d) Developer shall pay (\$ \_\_\_\_\_ ) to Service Company, for engineering review and administrative costs related to processing construction plans and documents submitted by Developer pursuant to this Agreement. Developer shall also pay Service Company \$100.00 per hour for periodic inspections to be made by Service Company or its agents within thirty (30) days of submission by Service Company to Developer of invoices confirming time spent conducting such inspection services.
- (e) In the event of default by Developer and the payment of fees hereunder, Service Company may cancel this Agreement by giving thirty (30) days written notice of default and retain all payments hereunder as liquidated damages.
- (f) Developer agrees that in the event of a change of use or any change that might affect the flows (i.e. addition of a restaurant) Service Company will be notified and the applicable Capacity Reservation Fees will be paid prior to discharge to the Central Sewage System.

**6. Payment Options**

In the event the Property Owner is connecting to the vacuum collection system, the Property Owner shall have the following options to connect. In the event the Property Owner is connecting to the gravity collection system, the Property Owner must pay the Utility the entire cost as provided in option (a) below:

- (a) The Property Owner must pay the Utility the entire cost of the Capacity Reservation Fee (\$ \_\_\_\_\_ ) as provided for in Paragraph 6(c) above; or
- (b) The Property Owner must pay five (5) percent of the Capacity Reservation Fee, (said fee payable to Monroe County) and execute a Consent and Acknowledgment Agreement delivering both to Utility upon execution of the Utility Agreement, on a form provided by Utility and deliver both to Utility.

**7. Absolute Conveyance**

Developer understands, agrees and acknowledges that Developer's conveyance of any and all easements, real property or personal property (including, without limitation, the System), or payment of any funds hereunder (including, without limitation, the Capacity Reservation Fee and Connection Charges), shall, upon acceptance by Service Company, be absolute, complete and unqualified, and that neither Developer nor any party claiming by or through Developer shall have any right to such easements, real or personal property, or funds, or any benefit which Service Company may derive from such conveyance or payments in any form or manner.

**8. Delivery of Service; Operation and Maintenance**

- (a) Upon Developer's full performance of its obligations under this Agreement, Service Company shall provide service to the Point of Delivery in accordance with the terms of this Agreement, all applicable laws and regulations and shall operate and maintain the Central Sewage System to the Point of Delivery in accordance with the terms and provisions of this Agreement. Said service shall be provided on or about \_\_\_\_\_.

- (b) Developer shall, at its sole cost and expense, own, operate and maintain any part of the System that has not been conveyed to Service Company pursuant to the terms and conditions of this Agreement.
- (c) Developer acknowledges that certain water quality standards must be met prior to influent entering the wastewater treatment plant (primarily chloride levels and excessive flows) and agrees to allow Service Company to monitor flows and water quality at Service Company's discretion at a point on the Developer's side of the Point of Delivery. If it is determined that substandard influent or excessive flows are entering the Central Sewage System via Developer's System, Developer agrees to isolate the source and to repair or replace the portion or portions of the faulty System in a manner acceptable to Service Company in accordance with this Agreement.
- (d) In the event any portion of the Property is developed as a condominium, the condominium association shall be required to execute a maintenance agreement with respect to any portion of the System not conveyed to Service Company. Such maintenance agreement shall provide that if the condominium association fails to adequately maintain and repair the System, Service Company shall have the right to maintain and repair such System at the sole cost and expense of the condominium association.

**9. Repair of System**

In the event of any damage to or destruction of any portion of the Central Sewage System due to any acts or omissions by Developer, any Customer or their respective agents, representatives, employees, invitees or licensees, Service Company shall repair or replace such damaged or destroyed facilities at the sole cost and expense of responsible party. Developer shall operate, maintain and repair all other portions of the System not conveyed to Service Company at its sole cost and expense.

**10. Term**

This Agreement shall become effective as of the date first written above, and shall continue for so long as Service Company provides sewer service to the public.

**11. Default**

In the event of a default by either party of its duties and obligations hereunder, the non-defaulting party shall provide written notice to the defaulting party specifying the nature of the default and the defaulting party shall have five (5) days to cure any default of a monetary nature and thirty (30) days for any other default. If the default has not been cured within the applicable period (time being of the essence), the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, including but not limited to, the right to damages, injunctive relief and specific performance. Service Company may, at its sole option, discontinue and suspend the delivery of service to the System in accordance with all requirements of applicable law and the Tariff if Developer fails to timely pay all fees, rates and charges pursuant to the terms of this Agreement.

**12. Excuse from Performance**

(a) Force Majeure.

If Service Company is prevented from or delayed in performing any act required to be performed by Service Company hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials or equipment, storms, earthquakes, electric power failures, land subsidence, acts of God, acts of public enemy, wars, blockades, riots, acts of armed forces, delays by carriers, inability to obtain rights-of-way, acts of public authority, regulatory agencies, or courts, or any other cause, whether the same kind is enumerated herein, not within the control of Service Company (Force Majeure), the performance of such act shall be excused for a period equal to the period of prevention or delay.

(b) Governmental Acts.

If for any reason during the term of this Agreement, other than the fault of Developer, any federal, state or local authorities or agencies fail to issue necessary permits, grant necessary approval or require any change in the operation of the Central Sewage System or the System (Governmental Acts), then, to the extent that such Governmental Acts shall affect the ability of any party to perform any of the terms of this Agreement in whole or in part, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approval or requirements. Notwithstanding the foregoing, neither Developer nor Service Company shall be obligated to accept any new agreement if it substantially adds to its burdens and obligations hereunder.

(c) Emergency Situations.

Service Company shall not be held liable for damages to Developer and Developer hereby agrees not to hold Service Company liable for damages for failure to deliver service to the Property upon the occurrence of any of the following events:

1. A lack of service due to loss of flow or process or distribution failure; provided that Service Company has utilized its best efforts to maintain the Central Sewage System in good operating condition.
2. Equipment or material failure in the Central Sewage System or the System, including storage, pumping and piping provided the Service Company has utilized its best efforts to maintain the Central Sewage System in good operating condition; and

3. Force Majeure, unforeseeable failure or breakdown of pumping, transmission or other facilities, any and all governmental requirements, acts or action of any government, public or governmental authority, commission or board, agency, agent, official or officer, the enactment of any statute, ordinance, resolution, regulation, rule or ruling, order, decree or judgment, restraining order or injunction of any court, including, without limitation, Governmental Acts.

(d) Notwithstanding any excuse of performance due to the occurrence of any of the foregoing events, Developer shall not be excused from payment of any fees, charges and rates due to Service Company under the terms of this Agreement (including without limitation, the Capacity Reservation Fee and Connection Charges).

**13. Successors and Assigns**

This Agreement and the easements granted hereby, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**14. Indemnification**

Service Company and Developer agree:

- (1) to indemnify and hold the other harmless from negligent acts or omissions of itself, its officers, agents, invitees and users of the system, and
- (2) to indemnify and hold the other harmless from third-party suits against a party which result from the breach of the Agreement by the other party.

**15. Assignment of Warranties and Bonds**

Developer shall assign any and all warranties, maintenance, completion and performance bonds and the right to enforce same to the Service Company which Developer obtains from any contractor constructing the System. Developer shall obtain a written warranty, completion, performance and maintenance bonds from its contractor for a minimum period of twenty-four (24) months. If Developer does not obtain such written warranty and performance and maintenance bonds from its

contractor and deliver same to Service Company, then in such event, Developer agrees to warrant the construction of the System for a period of twenty-four (24) months from the date of acceptance by the Service Company.

**16. Notices**

All notices, demands, requests or other communications by either party under this Agreement shall be in writing and sent by (a) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, or (b) overnight delivery service or courier, or (c) tele-facsimile or similar facsimile transmission with receipt confirmed as follows:

If to Service Company:            Mr. Christopher Johnson, President  
   6630 Front Street  
   Key West, FL 33040  
   Facsimile (305) 295-0143

With a Copy To:                    Mr. Jeff Weiler, P.E.  
   Weiler Engineering  
   20020 Veterans Boulevard  
   Port Charlotte, FL 33954  
   Facsimile (941) 764-8915

If to Developer:                    \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

**17. Tariff**

This agreement shall be filed by Service Company with the Florida Public Service Commission within twenty (20) days after this Agreement is signed by both parties. This Agreement is subject to all of the terms and provisions of the Tariff. In the event of any conflict between the Tariff and the terms of this Agreement, the Agreement shall govern and control.



**18. Miscellaneous Provisions**

- a) This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular, and no consent or approval required pursuant to this Agreement shall be effective, unless the same shall be in writing and signed by or on behalf of the party to be charged.
- (b) All prior statements, understandings, representations and agreements between the parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between them in connection with this transaction and which is entered into after full investigation, neither party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement. This Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto, and without regard to or aid of canons requiring construction against Service Company or the party drafting this Agreement.
- (c) No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.
- (d) This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. It shall not be necessary for the same counterpart of this Agreement to be executed by all of the parties hereto.

- (e) Each of the exhibits and schedules referred to herein and attached hereto is incorporated herein by this reference.
- (f) The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained.
- (g) This Agreement shall be interpreted and enforced in accordance with the laws of the state in which the Property is located without reference to principles of conflicts of laws. In the event that the Florida Public Service Commission loses or relinquishes its authority to regulate Service Company, then all references to such regulatory authority will relate to the agency of government or political subdivision imposing said regulations. If no such regulation exists, then this Agreement shall be governed by applicable principles of law.
- (h) Each of the parties to this Agreement agrees that at any time after the execution hereof, it will, on request of the other party, execute and deliver such other documents and further assurances as may reasonably be required by such other party in order to carry out the intent of this Agreement.
- (i) If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end the provisions of this Agreement are intended to be and shall be severed. Notwithstanding the foregoing sentence, if (i) any provision of this Agreement is finally determined by a court of competent jurisdiction to be unenforceable or invalid in whole or in part, (ii) the opportunity for all appeals of such determination have expired, and (iii) such enforceability or invalidity alters the substance of this Agreement (taken as a whole) so as to deny either party, in a material way, the realization of the intended benefit of its bargain,

such party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, then this Agreement shall be terminated and neither party shall have any further rights, obligations or liabilities hereunder, except for any rights, obligations or liabilities which by this specific terms of this Agreement survive the termination of this Agreement.

- (j) In the event of any litigation arising out of or connected in any manner with this Agreement, the non-prevailing party shall pay the costs of the prevailing party, including its reasonable counsel and paralegal fees incurred in connection therewith through and including all other legal expenses and the costs of any appeals and appellate costs relating thereto. Wherever in this Agreement it is stated that one party shall be responsible for the attorneys fees and expenses of another party, the same shall automatically be deemed to include the fees and expenses in connection with all appeals and appellate proceedings relating or incidental thereto. This subsection (j) shall survive the termination of this Agreement.
- (k) This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status.
- (l) Developer agrees that the Service Company may, at its sole discretion, require certain allocations to the proposed collection and transmission systems for future connections. Developer further agrees that Service Company may, at its sole discretion, extend the sewer line for any reason. It is understood that there will be no reimbursement or additional credit.

**IN WITNESS WHEREOF**, Service Company and Developer have executed this Agreement as of the day and year first above written.

**SERVICE COMPANY:**

**KW Resort Utilities Corp.**

**By:** \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: 6630 Front Street  
Key West, FL 33040

**DEVELOPER:**

\_\_\_\_\_

**By:** \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA** )

) ss.

**COUNTY OF MONROE** )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, as \_\_\_\_\_, a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

**STATE OF FLORIDA** )

) ss.

**COUNTY OF MONROE** )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, as \_\_\_\_\_, a Florida corporation, on behalf of said corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:





K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing .....	4.0
Description of Territory Served .....	3.1
Index of	
Rates and Charges Schedules .....	11.0
Rules and Regulations .....	6.0
Service Availability Policy .....	21.0
Standard Forms .....	17.0
Technical Terms and Abbreviations .....	5.0
Territory Authority .....	3.0

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - MONROE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
6803	July 25, 1975	750149-S(AP)	Original
11319	November 16, 1982	820363-S(TC)	Transfer
12618	October 18, 1983	830390-(EX)	Amendment
14532	July 2, 1985	850196-SU	Transfer
15658	February 12, 1986	850916-SU	Cancel Transfer
PSC-98-1053-FOF-SU	August 6, 1998	980341-SU	Transfer
PSC-99-0480-FOF-SU	March 8, 1999	981180-SU	Amendment

WILLIAM L. SMITH, JR.  
ISSUING OFFICER

TYPE OF FILING - Amendment of Certificate

PRESIDENT  
TITLE



K.W. RESORT UTILITIES CORPORATION

FIRST REVISED SHEET NO. 3.1  
CANCELS ORIGINAL SHEET NO. 3.1

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

(Consolidated Description from Orders 6803 and 12618)

---

Township 67 South, Range 25 East  
Section 35

All that portion of Stock Island South of U.S. Highway No. 1 (State Road No. 5) as now constructed.

Township 67 South, Range 25 East  
Sections 26 and 35

All of that area of said sections bounded on the North, East and West by the centerline of Jr. College Road as now constructed and on the South by the centerline of U.S. Highway No. 1 (State Road No. 5) as now constructed.

WILLIAM L. SMITH, JR.  
ISSUING OFFICER

PRESIDENT  
TITLE

TYPE OF FILING - Amendment of Certificate

K W RESORT UTILITIES CORP.

ORIGINAL SHEET NO. 4.0

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

Held for future use

---

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 **"BFC"** - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 **"CERTIFICATE"** - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 
- 3.0 **"COMMISSION"** - The shortened name for the Florida Public Service Commission.
- 4.0 **"COMMUNITIES SERVED"** - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 **"COMPANY"** - The shortened name for the full name of the utility which is K W RESORT UTILITIES CORP.
- 6.0 **"CUSTOMER"** - Any person, firm, association, corporation, governmental agency or similar organization who has an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 **"CUSTOMER'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 the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 **"MAIN"** - A pipe, conduit, or other facility used to convey wastewater service to individual service lines or to other mains.
- 9.0 **"RATE"** - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 **"RATE SCHEDULE"** - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 **"SERVICE"** - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 **"SERVICE CONNECTION"** - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 **"SERVICE LINES"** - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 **"TERRITORY"** - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	9.0	12.0
Adjustment of Bills .....	10.0	19.0
Application .....	7.0	3.0
Applications by Agents .....	7.0	4.0
Change of Customer's Installation .....	8.0	10.0
Continuity of Service .....	8.0	8.0
Customer Billing .....	9.0	15.0
Delinquent Bills .....	10.0	16.0
Extensions .....	7.0	6.0
Filing of Contracts .....	10.0	20.0
General Information .....	7.0	1.0
Inspection of Customer's Installation .....	8.0	11.0
Limitation of Use .....	8.0	9.0
Policy Dispute .....	7.0	2.0
Protection of Company's Property .....	9.0	13.0
Refusal or Discontinuance of Service .....	7.0	5.0

(Continued to Sheet No. 6.1)

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
 TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Right-of-way or Easements .....	9.0	14.0
Termination of Service .....	10.0	17.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Wastewater .....	10.0	18.0

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
 TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

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.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with applicable Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, 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 laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. 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.

(Continued on Sheet No. 8.0)

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, 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.

If at any time the Company shall interrupt or discontinue its service for more than one hour, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

9.0 LIMITATION 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 and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, 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, remetering, 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. (This shall not be construed as prohibiting a Customer from remetering.)

10.0 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 change resulting from a violation of this Rule.

11.0 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 by local rules and ordinances, 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.

(Continued on Sheet No. 9.0)

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE



WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. 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.

No roof or cellar drainage, surface water, waste from hydrants, swimming pools, air conditioning systems or groundwater from underground storm drainage systems shall be admitted or be permitted to drain into the wastewater system. The wastewater system is intended to convey sanitary sewage and liquid wastes only.

The Company shall have the right to close up or disconnect from the sewer system any service lateral or house connection used for carrying rain, surface water, groundwater or objectionable matter.

Company's wastewater treatment plan is designed and approved to treat domestic sanitary sewage only and the collection lines are designed and approved to convey domestic sanitary sewage only.

No Customer shall discharge into the wastewater system any exhaust steam or any oils, tar, grease, gas, benzine or other combustible gases or liquids or any garbage (unless treated in a manner approved by the Company), offal, insoluble solids or industrial waste or other dangerous or harmful substances which by reason of their quantity or concentration would adversely affect the functioning of the wastewater system or the processes of wastewater treatment.

The Company reserves the right to refuse connection to the wastewater system or to compel discontinuance of use of a sewer or to compel the discontinuance of discharge of substances which by reason of their quantity or concentration would adversely affect the functioning of the wastewater system or the processes of wastewater treatment or to compel pretreatment of industrial wastes by an industry, in order to prevent discharge to the wastewater system deemed to be harmful to the system or the treatment plant, or to have a deleterious effect on the wastewater treatment or sludge handling processes.

14.0 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.

15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered Monthly as stated in the rate schedule.

(Continued on Sheet 10.0)

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

ORIGINAL SHEET NO. 10.0

(Continued from Sheet No. 9.0)

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 **DELINQUENT BILLS** - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 17.0 **TERMINATION OF SERVICE** - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 18.0 **UNAUTHORIZED CONNECTIONS - WASTEWATER** - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 19.0 **ADJUSTMENT OF BILLS** - When a Customer has been undercharged as a result of incorrect application of the rate schedule, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 20.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

COMMISSIONERS:  
MATTHEW M. CARTER II, CHAIRMAN  
LISA POLAK EDGAR  
KATRINA J. MCMURRIAN  
NANCY ARGENZIANO  
NATHAN A. SKOP

STATE OF FLORIDA



TIMOTHY DEVLIN, DIRECTOR  
DIVISION OF ECONOMIC REGULATION  
(850) 413-6900

Public Service Commission

June 29, 2009

Mr. William Smith  
K.W. Resort Utilities

P.O. Box 2125  
Key West, Florida 33045

**Re: Application for 2009 Price Index and Pass-Through Rate Adjustment for K W Resort Utilities in Monroe County**

Dear Mr. Smith:

The following tariff sheets have been approved effective July 31, 2009:

Wastewater Tariff

Twelfth Revised Sheet No. 12.0  
Twelfth Revised Sheet No. 13.0  
Eleventh Revised Sheet No. 14.0  
Twelfth Revised Sheet No. 15.0  
Ninth Revised Sheet No. 15.5  
Ninth Revised Sheet No. 15.6  
Eighth Revised Sheet No. 15.7  
Eighth Revised Sheet No. 15.9

Please incorporate these tariff sheets into the approved tariff on file at the utility's office. If you have any questions, please contact Lydia Roberts at (850) 413-6877 at our office.

Sincerely,

Handwritten signature of Tim Devlin in black ink.

Tim Devlin  
Director

TD/lar

Enclosures

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-0850

An Affirmative Action / Equal Opportunity Employer

PSC Website: <http://www.floridapsc.com>

Internet E-mail: [contact@psc.state.fl.us](mailto:contact@psc.state.fl.us)

**Exhibit B**

KWRU 007551

**TWELTH REVISED SHEET #12.0  
CANCELS ELEVENTH REVISED SHEET #12.0**

**NAME OF COMPANY: KW RESORT UTILITIES CORPORATION  
SEWER TARIFF**

**GENERAL SERVICES  
RATE SCHEDULE GS**

**AVAILABILITY -**

Available throughout the area served by the Company.

**APPLICABILITY -**

For sewer services for all purposes who are not classified as residential.

**LIMITATIONS -**

Subject to all Rules and Regulations of this Tariff and General Rules and Regulations of The Commission as amended from time to time.

**RATE -**

Monthly.

**METER SIZE -**

	<b>BASE FACILITY CHARGE</b>	<b>GALLONAGE CHARGE PER 1,000 GALLONS</b>
5/8" x 3/4"	\$ 18.89	\$ 4.92
1"	47.23	4.92
1 1/2"	94.44	4.92
2"	151.11	4.92
3"	302.21	4.92
4"	472.21	4.92
6"	944.42	4.92
8"	1,699.95	4.92
8" Turbo	2,172.16	4.92

**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, Separate and apart from any other bill, service may Then be disconnected.

**EFFECTIVE DATE: JULY 31, 2009**

**ORDER NO.:**

**TYPE OF FILING: 2009 INDEX AND PASS -THROUGH  
FOR SERVICE RENDERED ON OR AFTER JULY 31, 2009**

**Christopher Johnson  
Issuing Officer**

**President  
Title**

**TWELTH REVISED SHEET #13.0  
CANCELS ELEVENTH REVISED SHEET #13.0**

**NAME OF COMPANY: KW RESORT UTILITIES CORPORATION  
SEWER TARIFF**

**RESIDENTIAL SERVICE  
RATE SCHEDULE RS**

---

**AVAILABILITY -** Available throughout the area served by the Company.

---

**APPLICABILITY -** For sewer services for all purposes in private Residences and individually metered Apartment units.

**LIMITATIONS -** Subject to all Rules and Regulations of this Tariff and General Rules and Regulations of The Commission as amended from time to time.

**RATE -** All Residential \$18.89 flat rate per month, in Advance, (includes single family homes, mobile Homes, individually metered apartment units).

**MINIMUM CHARGE -** Per month, in advance.

**Gallage Charge  
per 1,000 Gallons  
10,000 gallons maximum** \$4.10

**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, Separate and apart from any other bill, service may Then be disconnected.

**EFFECTIVE DATE: JULY 31, 2009**

**ORDER NO.:**

**TYPE OF FILING: 2009 INDEX AND PASS -THROUGH**

**FOR SERVICE RENDERED ON OR AFTER JULY 31, 2009**

**Christopher Johnson  
Issuing Officer**

**President  
Title**

**ELEVENTH REVISED SHEET #14.0  
CANCELS TENTH REVISED SHEET #14.0**

**NAME OF COMPANY: KW RESORT UTILITIES CORPORATION  
SEWER TARIFF**

**REUSE OF RECLAIMED WATER**

**AVAILABILITY -**

For Key West Golf Club and Monroe County  
Detention Center.

**APPLICABILITY -**

For Key West Golf Club and Monroe County  
Detention Center.

**LIMITATIONS -**

Subject to all of the Rules and Regulations of this  
Tariff and General Rules and Regulations of the  
Commission as amended from time to time.

**BILLING PERIOD -**

Monthly.

**RATE -**

Charge for reclaimed water: \$0.71 per 1000 gallons  
of reclaimed water.

Reimbursement to Company for monies or fees or  
charges the Company may incur for testing samples  
of water withdrawn from monitoring wells on  
Golf Course and Monroe County Detention Center.

Reimbursement to Company for monies or fees or  
charges that the Company may incur in connection  
with daily testing of sewage in water in Golf  
Course Storage Pond.

**TERMS OF PAYMENT -**

Bills are due and payable when rendered. In  
accordance with Rule 25-30-320, Florida  
Administrative Code, if a Customer is delinquent  
in paying the bill for wastewater service, service  
may then be discontinued.

**EFFECTIVE DATE: JULY 31, 2009**

**ORDER NO.:**

**TYPE OF FILING: 2009 INDEX AND PASS -THROUGH  
FOR SERVICE RENDERED ON OR AFTER JULY 31, 2009**

**Christopher Johnson  
Issuing Officer**

**President  
Title**

**TWELTH REVISED SHEET #15.0  
CANCELS ELEVENTH REVISED SHEET #15.0**

**NAME OF COMPANY: KW RESORT UTILITIES CORPORATION  
SEWER TARIFF**

**PRIVATE LIFT STATION OWNERS**

**AVAILABILITY -**

Available throughout the area served by the  
Company.

**LIMITATIONS -**

Subject to all Rules and Regulations of this  
Tariff and General Rules and Regulations of  
The Commission as amended from time to time.

**RATE -**

Monthly.

**METER SIZE -**

5/8" x 3/4"  
1"  
2"

<b>BASE FACILITY CHARGE</b>	<b>GALLONAGE CHARGE PER 1,000 GALLONS</b>
\$ 18.89	\$ 4.92
47.23	4.92
151.11	4.92

**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,  
Separate and apart from any other bill, service may  
Then be disconnected.

**EFFECTIVE DATE: JULY 31, 2009**

**ORDER NO.:**

**TYPE OF FILING: 2009 INDEX AND PASS -THROUGH  
FOR SERVICE RENDERED ON OR AFTER JULY 31, 2009**

**Christopher Johnson  
Issuing Officer**

**President  
Title**

**NINTH REVISED SHEET #15.5  
CANCELS EIGHTH REVISED SHEET #15.5**

**NAME OF COMPANY: KW RESORT UTILITIES CORPORATION  
SEWER TARIFF**

**BULK WASTEWATER RATE FOR  
SAFE HARBOR MARINA**

---

**AVAILABILITY** - For Safe Harbor Marina.

**APPLICABILITY** - For Safe Harbor Marina

**LIMITATIONS** - Subject to all Rules and Regulations of this Tariff and General Rules and Regulations of The Commission as amended from time To time.

**BILLING PERIOD** - Monthly.

**RATE** -

13 Residential living units at 1 ERC each (apartments, Mobile homes, House Boats with apartments)	\$364.48
18 Live Aboard Boats at .6ERC each	303.73
27 Non Live Aboard Boats at 1/5 ERC each	151.87
6 Vacant slips at 1/5 ERC each	32.71
2 Bathhouses at 1 ERC each	56.07
2 Commercial Businesses at 1/2 ERC each	28.04
1 Commercial Bar	<u>35.77</u>
<b><u>Total Bulk Rate</u></b>	<b>\$ <u>972.66</u></b>

**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, Separate and apart from any other bill, service may Then be disconnected.

**EFFECTIVE DATE: JULY 31, 2009**

**ORDER NO.:**

**TYPE OF FILING: 2009 INDEX AND PASS -THROUGH  
FOR SERVICE RENDERED ON OR AFTER JULY 31, 2009**

**Christopher Johnson  
Issuing Officer**

**President  
Title**



**NINTH REVISED SHEET #15.6  
CANCELS EIGHTH SHEET #15.6**

**NAME OF COMPANY: KW RESORT UTILITIES CORPORATION  
SEWER TARIFF**

**BULK WASTEWATER RATE FOR SOUTH STOCK ISLAND MARINAS**

**AVAILABILITY -** For South Stock Island Marinas

**APPLICABILITY -** Peninsular Marina

**LIMITATIONS -** Subject to all Rules and Regulations of this Tariff and General Rules and Regulations of The Commission as Amended from time to time.

**BILLING PERIOD -** Monthly.

<b><u>RATE</u> -</b>	13 Residential living units at 1 ERC each (2 houses; 1 mobile home and 10 houseboats)	\$364.47
	16 Live aboard boats at .6 ERC each	268.69
	26 Non Live aboard boats at .2 ERC each	144.85
	1 Bathhouse at 1 ERC	28.04
	3 Commercial business at .5 ERC each	<u>42.06</u>
	<b><u>Total Bulk Rate</u></b>	<b><u>\$848.11</u></b>

**TERMS OF PAYMENT -** Bills are due and payable when rendered and become Delinquent if not paid within twenty (20) days. After (5) working days, written notice, separate and apart from Any other bill, service may then be disconnected.

**EFFECTIVE DATE: JULY 31, 2009**

**ORDER NO.:**

**TYPE OF FILING: 2009 INDEX AND PASS-THROUGH  
FOR SERVICE RENDERED ON OR AFTER JULY 31, 2009**

**Christopher Johnson  
Issuing Officer**

**President  
Title**

**EIGHTH REVISED SHEET #15.7  
CANCELS SEVENTH SHEET #15.7**

**NAME OF COMPANY: KW RESORT UTILITIES CORPORATION  
SEWER TARIFF**

**GENERAL SERVICE MULTIPLE AGREEMENT  
FOR KEY WEST GOLF CLUB HOME OWNERS ASSOCIATION**

---

**AVAILABILITY** - For Key West Golf Club Home Owners Association.

---

**APPLICABILITY** - For Key West Golf Club Home Owners Association.

**LIMITATIONS** - Subject to all Rules and Regulations of this Tariff and General Rules and Regulations of The Commission as amended from time To time.

**BILLING PERIOD**- Monthly

<b><u>RATE</u></b> -	Large Swimming Pool	\$112.15
	Small Swimming Pool	\$ 33.19

**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, Separate and apart from any other bill, service may Then be disconnected.

**EFFECTIVE DATE: JULY 31, 2009**

**ORDER NO.:**

**TYPE OF FILING: 2009 INDEX AND PASS -THROUGH  
FOR SERVICE RENDERED ON OR AFTER JULY 31, 2009**

**Christopher Johnson  
Issuing Officer**

**President  
Title**

**EIGHTH REVISED SHEET #15.9  
CANCELS SEVENTH SHEET #15.9**

**NAME OF COMPANY: KW RESORT UTILITIES CORPORATION  
SEWER TARIFF**

**TEMPORARY SERVICE AGREEMENT**

**DEWATERING SLUDGE LOADS**

**AVAILABILITY** - Dewatering Sludge Load Customers

**APPLICABILITY** - Dewatering Sludge Load Customers

**LIMITATIONS** - Subject to all Rules and Regulations of this Tariff and General Rules and Regulations of The Commission as amended from time To time.

**BILLING PERIOD**- Monthly.

**RATE** - \$4.92 per thousand gallons.

**MINIMUM CHARGE** \$625.23 (127,100 gallons)  
(20 ERC's X 205 gallons per day X 31 days X \$4.92).

**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, Separate and apart from any other bill, service may Then be disconnected.

**EFFECTIVE DATE: JULY 31, 2009**

**ORDER NO.:**

**TYPE OF FILING: 2009 INDEX AND PASS -THROUGH  
FOR SERVICE RENDERED ON OR AFTER JULY 31, 2009**

**Christopher Johnson  
Issuing Officer**

**President  
Title**

K W RESORT UTILITIES, CORP.

WASTEWATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

Residential and General Service

5/8" x 3/4"	Two Month Billing Period
1"	Two Month Billing Period
1 1/2"	Two Month Billing Period
Over 2"	Two Month Billing Period

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of April each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING -

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ 10.00

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE :

TYPE OF FILING - Transfer of Majority Organizational Control

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

Plant Capacity Charges:

A wastewater treatment plant capacity charge of \$2700 per equivalent residential connection is required. Institutions, recreation buildings, swimming pools, commercial or civic units will be subject to negotiation with the Company to determine the number of ERCs.

The terms of payment of the plant capacity charges are as follows:

Existing Capacity (any excess not already under contract).

Upon application – 25% with application or not to exceed 90 days after consummation of Agreement. The remaining 75% due and payable upon application's requirement for service. Company in its discretion may modify these requirements

New Capacity. Upon application – 100% payment.

For any Application for Plant Capacity a contract shall be subject to the availability of land suitable for plant sites and approval and permits to construct by all governmental agencies or any regulatory body, agency or authority having jurisdiction.

In the event, at a future date, the Company is required to incur costs in order to satisfy a federal, state, county or city environmental pollution standard or standards, then in such event, Company shall recover such costs from its Owners having requested plant capacity. It is understood and agreed that rates collected by Company for wastewater service from the Customer shall be changed only by approval of the Commission.

Guaranteed Revenue Agreements: No policy by Company exists and should any become necessary for main extension, written agreements would be subject to approval by the Commission.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Organizational Control

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	21.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	22.0

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.  
WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

KW RESORT UTILITIES  
6630 FRONT STREET  
PO BOX 2125  
KEY WEST, FL 33045  
TELEPHONE 305-884-8878 FAX 305-884-8878

APPLICATION FOR SANITARY SEWER SERVICE

Account # \_\_\_\_\_

TYPE OF SERVICE: RESIDENTIAL \_\_\_\_\_ MULTI-FAMILY \_\_\_\_\_  
METERED \_\_\_\_\_ PRIVATE LIFT STATION \_\_\_\_\_

Subject to the rules, regulations, reservations and provisions of the Sewer Tariff for KW Resort Utilities Corporation as filed with the Florida Public Service Commission, I (Applicant), \_\_\_\_\_

request that sanitary sewer service be provided to \_\_\_\_\_  
(Street/Lot #), Stock Island, Key West, Florida.

I understand that KW Resort Utilities will provide the service within 72 hours of this request (Saturdays, Sundays, and holidays excluded), and I promise to pay the lawful rate for the sewer service promptly when each bill for the service is received at the following address:

BILLING ADDRESS: \_\_\_\_\_

OWNER'S TELEPHONE: \_\_\_\_\_

RENTER'S TELEPHONE: \_\_\_\_\_

APPLICANT'S DRIVER'S LICENSE: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

NAME OF RENTER: \_\_\_\_\_

OWNER'S ADDRESS: \_\_\_\_\_

Please provide address if residence is maintained elsewhere: \_\_\_\_\_

Additionally, the undersigned has placed with KW Resort Utilities a Customer Deposit in the amount of \$\_\_\_\_\_ as security for the payment of any amount which may be due to KW Resort Utilities.

DATE: \_\_\_\_\_ APPLICANT: \_\_\_\_\_

KW Resort Utilities, Corp. hereby accepts the above application for sanitary sewer service.

BY: \_\_\_\_\_  
KW Resort Utilities Corp.

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE



K W RESORT UTILITIES CORP.

ORIGINAL SHEET NO. 22.0

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

The receipt for the customer's deposit is the bottom of the application for service. Please see Sheet 20.0 for sample application form.

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 23.0

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges .....	18.0
Service Availability Policy .....	24.0-24.1

---

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Company will make extension to its existing facilities upon written request from any corporation, partnership, firm, association, builder, or developer (hereinafter called Owner) subject to the following conditions:

A. Charges and conditions – The Applicant for service shall at its own cost and expense, install all of the domestic wastewater collection lines, pipes, manholes and lift stations which may be required on the Property, including the engineering cost, to connect the Company's plant to the developed portions on the Property, and all other facilities necessary to make it possible for the Company to provide adequate domestic wastewater service. ~~Before the Owner commences any construction of the domestic wastewater collection plant, Owner agrees to furnish Company evidence satisfactory to Company that the contractor employed by the Owner had provided owner with the following and agreed to the following:~~

- a. 100% payment and performance bond
- b. A one year guarantee against defects in workmanship and materials in the construction of all domestic wastewater lines, pipes, manholes and lift stations.
- c. Letter confirming that contractor has been in business for 3 years.
- d. Letter confirming a list of 3 comparable size projects to the project under contract with the Owner under this agreement. Company at its discretion may waive any of the requirements outlined in a-d.

Such domestic wastewater collection lines, pipes, manholes, and lift stations shall be designed and constructed with plans and specifications prepared by the Company's engineers or representatives, and be in accordance with applicable governmental regulations. After construction the said domestic wastewater lines, pipes, manholes and lift stations shall become the sole property of the Company and shall be maintained and operated by the Company. As the domestic wastewater systems of Company are extended into the Property, Owner will convey and grant to the Company, without cost to the Company the following: (i) easements for ingress and egress to all of the water meters, lift stations and pumping stations laid and installed by Company in the Property pursuant to this agreement; (ii) the lands on which lift stations and pumping stations are installed in the Property by Company; (iii) the right to use lift stations by such instruments as designed by Company, and Owner shall promptly and readily make available to Company all cost figures, records and other data requested by Company.

It shall be the responsibility of Company to maintain, operate, repair and replace all pumping stations, lift stations, force mains, collection manholes installed by Company pursuant to this Agreement, both in the Property and outside of the Property. At all times during the construction of the domestic wastewater lines and related equipment, Company shall have access to the construction and the right to inspect the construction to insure that the lines and related equipment are being installed in accordance with the plans and specifications prepared by its sanitary engineers. Owner shall construct the domestic wastewater disposal lines in such manner as to insure that no water from air conditioning systems or swimming pools shall flow into the domestic wastewater lines. Only domestic residential wastewater in its strictest sense shall be discharged into the domestic wastewater disposal system of the Company.

(Continued on Sheet 24.1)

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 21.0

COPY OF CUSTOMER'S BILL

K W RESORT UTILITIES  
P.O. BOX 2125  
KEY WEST, FL 33046  
305 294-8378

**INVOICE**

TO:

INVOICE NO. PAGE

DATE

DUPLICATE

DESCRIPTION	AMOUNT
-------------	--------

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

Re:

**doug carter**

**From:** Judi Irizarry [judi@kwru.com]  
**Sent:** Thursday, September 17, 2009 3:19 PM  
**To:** chris@bellsouth.net; wls@shb-law.com; doug@keywestgolf.com; flakeygill@aol.com; patckeywest@aol.com  
**Subject:** Customer Charges

New customer charges effective immediately.

Re: Customer Charges

Effective immediately KWRU, per KWRU Tariff, will initiate the following:

Violation Reconnection Charge (Original Sheet No. 17.0)

Actual Costs:

Administration Charge:	\$60.00
Claim of Lien File Charge:	\$10.00
Release of Lien Charge:	\$10.00
Notary Seal Claim of Lien:	\$10.00
Notary Seal Release of Lien:	\$10.00
Additional Costs:	
Postage/envelope	\$ 1.03
Fuel (10 miles round trip @ .55 mile)	\$ 5.50
<b>Total</b>	<b>\$106.53</b>

Premises Visit Charge (In Lieu of Disconnection) (Original Sheet No.17.0)

Levied when service representative visits premise for disconnection and disconnection does not occur due to payment/payment arrangement with billing office \$42.50 per visit

(Travel to/from property for disconnection, verification of monies owed, collection of payment owed and/or verification of payment with billing office by service representative)

Base Facility Charge (Original Sheet 10.0)

Company shall bill customer the base facility charge regardless of whether there is usage provided there is service available to property \$18.89 per month

## BILL OF SALE AND GENERAL ASSIGNMENT

**THIS BILL OF SALE AND GENERAL ASSIGNMENT** (the "Bill of Sale") is made as of the 2nd day of January, 2017 by GREEN FAIRWAYS, INC., an Illinois corporation ("Green"), and KW RESORT UTILITIES CORP., a Florida corporation ("KWRU").

KNOW ALL MEN BY THESE PRESENTS:

Pursuant the Construction, Ownership and Maintenance Agreement dated January 25, 2011 between, among others, Green and KWRU (the "Agreement"), Green acted as KWRU's construction supervising corporation in the construction of the "Service Forcemain Line" and "Reuse Water Line" (each as further described in the Agreement). Each of the Service Forcemain Line and Reuse Water Line have been completed and for the sake of clarity of ownership, it is the desire of the parties that Green hereby sell, assign, transfer, convey, set-over and deliver to KWRU all of Green's right, title and interest in and to the Service Forcemain Line and Reuse Water Line along with the Intangible Property (as defined below).

### 1. Bill of Sale and Assignment.

Green does hereby sell, assign, transfer, set-over and deliver unto KWRU, its successors and assigns, subject to the terms of the Agreement, all right, title and interest of Green in and to the following:

a. Service Forcemain Line and Reuse Water Line;

b. Green's interest, if any, in and to any contracts, guarantees, licenses, approvals, certificates, permits and warranties relating to the Service Forcemain Line and Reuse Water Line, to the extent assignable (collectively, the "Intangible Property"); and

TO HAVE AND TO HOLD the Service Forcemain Line and Reuse Water Line and the Intangible Property (collectively, the "Assigned Property") unto KWRU, its successors and assigns, forever.

2. Acknowledgement of Total Payment. The parties acknowledge that payments of (i) \$202,753.98 for the Reuse Water Line and (ii) \$230,338.42 for the Sewer Forcemain Line have been paid in accordance with the Agreement and no further costs or payments are due.

3. Assumption. KWRU accepts the foregoing assignment and assumes and agrees to be bound by and to perform and observe all of the obligations, covenants, terms and conditions to be performed or observed under the Assigned Property arising on or after the date hereof. KWRU agrees to indemnify and hold Green, its successors and assigns, harmless from and against any and all claims and liabilities, including reasonable attorneys'

fees, arising out of KWRU 's failure to perform or comply with any of the obligations of KWRU related to the Assigned Property arising on or after the date hereof. KWRU agrees to release Green of any obligation or liability related to the Assigned Property.

4. Limitation of Liability. The obligations of Green are intended to be binding only on Green and Green's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Green, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Green, or of any of Green's employees or agents.

5. Counterpart Copies. This Bill of Sale may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Bill of Sale.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed as of the date first written above.

**GREEN:**

**GREEN FAIRWAYS, INC.**, an Illinois corporation

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

  
William L. Smith, Jr., President

**KWRU:**

**KW RESORT UTILITIES CORP.**, a Florida corporation

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

  
Christopher A. Johnson, President