

*Isle De Mai Investment Investments, Inc.*

RECEIVED-FPSC

July 19, 2011

11 JUL 21 PM 1:14

11 JUL 21 AM 7:37

Mr. William Grand, Division Engineer  
Florida Public Utilities  
P.O. Box 418  
Fernandina Beach, FL 32035-0418

COMMISSION  
CLERK

110000-07

Re: Underground electric service for Parkview II,  
A 30 lot subdivision located off South 15<sup>th</sup> Street, Fernandina Beach, Florida

Dear Mr. Grant:

Enclosed please find a copy of the following:

1. Letter from Florida Public Utilities dated December 15, 2006 setting forth the characteristics, requirements and conditions for electric service accepted on December 21, 2006;
2. Florida Public Utilities Company Deposit of Facilities Agreement dated December 21, 2006;
3. Florida Public Utilities Company Extension of Facilities Agreement dated December 21, 2006.

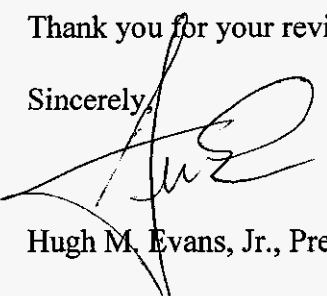
According to the terms of the letter referenced in #1 above, under the "Conditions" section, there is a five (5) year limitation on refunds.

Inasmuch as the home construction business had a drastic reduction after the signing of these agreements, we are respectfully requesting an extension of the five (5) year limitation to receive refunds on lots sold to homeowners be extended an additional two (2) years.

The builder, DR Horton, Inc. signed a contract to purchase lots in the Parkview II subdivision in September 2010 and construction sales have increased during this year. They have built and sold four (4) homes since signing the contract.

Thank you for your review and consideration of this request to assist us during this difficult time.

Sincerely,



Hugh M. Evans, Jr., President

cc: Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

1694-B West Hibiscus Boulevard  
Melbourne, Florida 32901  
321-953-3300 / 321-984-2890

DOCUMENT NUMBER-DATE

05061 JUL 21 =

FPSC-COMMISSION CLERK



December 15, 2006

Mr. Andre Desilet - Agent  
Isle De Mai  
Parkview II  
34 North 14<sup>th</sup> Street  
Fernandina Beach, FL 32034

RE: Underground electric service for Parkview II, a thirty lot subdivision located off South 15<sup>th</sup> Street in Fernandina Beach, Florida.

Dear Mr. Desilet:

In response to your request for underground electric service to the above referenced project, please be advised that electric service is available. Florida Public Utilities shall be obligated to furnish electric service to your location only as a result of, and under the terms of a properly executed agreement. Listed below are the characteristics, requirements and conditions of said agreement

Characteristics:

The service characteristics for this development will be a single phase, 240/120 volt, supplied from pad mounted transformers.

Requirements:

Florida Public Utilities Company shall perform the following:

1. Furnish and install necessary primary and secondary conduits along routes as shown on the enclosed sketch.
2. Furnish and install necessary primary and secondary conductors along routes as shown on the enclosed sketch.
3. Furnish and install transformer pads and transformers as shown on the enclosed sketch.
4. Furnish and install service conductors from meter trims to a vault or transformer.
5. Furnish and install watt-hour meters.



P.O. Box 418 ▲ Fernandina Beach, Florida 32035-0418 ▲ Phone: 904.261.3663 ▲ Fax: 904.261.3666 ▲ www.fpuc.com

DOCUMENT NUMBER-DATE

05061 JUL 21 =

FPUC-COMMISSION CLERK

Mr. Andre Desilet - Agent  
Isle De Mai  
Parkview II  
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The customer shall furnish the following:

1. Conveyance of easement to Florida Public Utilities Company.
2. Furnish and install service conduit from meter trims to Florida Public Utilities Company's transformers.
3. Clear and de-stump right-of-way.
4. Prepare right-of-ways to within 6" of final grade.
5. Provide a minimum of 12 feet of unobstructed operating area on the front side of each transformer and 2 feet of unobstructed operating area as measured from the edge of the pad on all other sides. Transformers shall be accessible for replacement by heavy motor vehicles.

Conditions:

Florida Public Utilities Company has estimated the Contribution-In-Aid-Of-Construction to serve this project to be \$ 56,049.00. Of the total contribution, \$ 26,434.00 is non-refundable. This is equal to the difference in cost between the underground system and an equivalent overhead system. The remaining \$ 29,615.00 is a refundable deposit and will be refunded in accordance with our filed tariff. There is a five (5) year limitation on refunds. At no time shall refunds so made exceed \$ 29,615.00

Upon receipt of \$ 56,049.00 and acceptance by you of this agreement, we shall commence construction as soon as materials, labor and scheduling can be made available.

Please find enclosed the following: 1) Deposit of Facilities Agreement, 2) Extension of Facilities Agreement, and 3) Sketch of approximate location of facilities to be extended

Should you have any questions, please do not hesitate to call.

Yours very truly,



Carl W. Anderson  
Senior Engineer

Enclosures (3)  
ISLE DE MAI INVESTMENTS, INC.

BY Accepted:   
HUGH M. EVANS, JR., PRES.

Date: 12-21-06

FLORIDA PUBLIC UTILITIES COMPANY  
DEPOSIT OF FACILITIES AGREEMENT

This Agreement, executed in duplicate as of the 21st day of December, A.D. 2006, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Company". Party of the first part, and the Isle De Mai, Parkview II, hereinafter referred to as the "Customer", party of the second part, witnesseth:

Whereas, the Customer is desirous of securing an extension or increase of the facilities of the Company as hereinafter described; and whereas, the Company is willing to make such extension or increase.

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Company will extend or increase its facilities as follows: Install necessary primary and secondary circuits, associated devices and hardware to provide electric service to a thirty lot subdivision located off South 15<sup>th</sup> Street in Fernandina Beach, Florida.

See Note 1.

The Company will commence the extension or increase of its facilities forthwith after the execution of this Agreement and use its best effort to complete the extension or increase of its facilities as soon as reasonably possible; provided, however, that the parties expressly agree that the Company shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Company.

2. To compensate the Company for the cost and expense of the aforesaid extension or increase of its facilities in accordance with the Company's Rules and Regulations for extensions, The Customer simultaneously with the execution of this agreement has paid to the Company the sum of \$ 29,615.00, the receipt of which is hereby acknowledged by the Company. The parties agree that said sum was paid by the Customer to and received by the Company in accordance with the company's Rules and Regulations for service requiring extension of facilities within the service area of the Company in Nassau County, Florida. The Company's Rules and Regulations as filed with and approved by the Florida Public Service Commission are made a part of the agreement

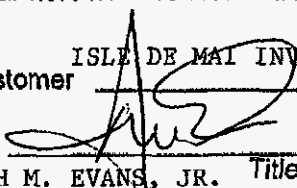
3. The parties agree that the Company shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Company shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other customers or the Company.

4. After the extension or increase of the facilities described above, the Customer agree that subject to all applicable terms, provisions, rights, duties and penalties, the Customer will in the usual manner and at the usual times pay for the utilities and services delivered to the Company by means of the extended or increased facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

DEPOSIT OF FACILITIES AGREEMENT  
(continued)

5. The parties agree that no representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in the Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Customer may not transfer or assign all or any part of the Agreement or any right which he may obtain hereunder, without first obtaining the written consent of the Company.

In Witness whereof, the parties here to have executed this Agreement as of the day and year hereinbefore first written.

Customer ISLE DE MAI INVESTMENTS, INC.  
By   
HUGH M. EVANS, JR. Title PRESIDENT

Florida Public Utilities Company  
  
Its Agent

Note 1:

Commencement of construction is contingent upon the following:

1. Right-of-way completely cleared, de-stumped and within 6" of final grade.
2. Complete installation of sewer and waste systems.
3. Conveyance of easements.

FLORIDA PUBLIC UTILITIES COMPANY  
EXTENSION OF FACILITIES AGREEMENT

This Agreement executed in duplicate as of the 21st day of December A.D. 2006, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Company", party of the first part, and Isle De Mai, Parkview II, hereinafter referred to as the party of the second part, witnesseth:

Whereas, the Customer is desirous of securing an extension or increase of the facilities of the Company as hereinafter described, and whereas, the Company is willing to make such extension or increase.

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Company will exceed or increase its facilities as follows: Install necessary primary and secondary circuits, associated devices and hardware to provide electric service to a thirty lot subdivision located off South 15<sup>th</sup> Street in Fernandina Beach, Florida.

See Note 1.

The Company will commence the extension or increase its facilities forthwith after the execution of the Agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible; provided, however, that the parties agree that the Company shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Company.

2. To compensate the Company for the cost and expense of the aforesaid extension or increase of its facilities, the Customer simultaneously with the execution of this Agreement has paid to the Company the sum of \$ 26,434.00 the receipt of which hereby is acknowledged by the Company. The parties agree that said sum was paid by the Customer to and received by the Company without the right of any rebate, credit, reduction or adjustment in favor of either party. *Subject to Florida Public Service Commission*
3. The parties agree that the Company shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Company shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other customers of the Company. *Review and Regulation*
4. After the extension or increase of the facilities described above, the Customer agrees that subject to all applicable terms, provisions, rights, duties and penalties, the Customer will in the usual manner and at the usual times pay for the utilities and services delivered to the Customer by means of the extended or increased facilities at the regular franchise or at special contract rates, whichever is applicable.

EXTENSION OF FACILITIES AGREEMENT  
(continued)

5. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however that the Customer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder without first obtaining the written consent of the Company.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

Customer ISLE DE MAI INVESTMENTS, INC. FLORIDA PUBLIC UTILITIES COMPANY

By   
HUGH M. EVANS, Title JR., PRESIDENT

  
It's Agent

Note 1:

Commencement of construction is contingent upon the following:

1. Right-of-way completely cleared, destumped and within 6" of final grade.
2. Complete installation of sewer and water systems.
3. Conveyance of easements.