

BOCILLA UTILITIES WATER SERVICE AGREEMENT

THIS AGREEMENT made and executed this day of _____ (Date) by and between

Don Pedro/Palm Islands, Placida, Charlotte County, hereinafter referred to as “Customer,” and
BOCILLA UTILITIES, INC., a Florida corporation, hereinafter referred to as “Utility”.

WITNESSETH:

WHEREAS, Utility owns and operates a water distribution system in Charlotte County capable of serving customers in addition to the present customers of Utility and is a consecutive user with all finished water supplied by Englewood Water District and;

WHEREAS, Customer has requested Utility to serve a residential development located on the property described as:

S/D _____, Unit # _____
Block # _____, Lot # _____
Don Pedro/Palm Islands
Placida, Charlotte County, Florida

WHEREAS, Utility proposes to serve the customers within the areas encompassed by Utility’s franchise area and;

WHEREAS, Utility has agreed to furnish water to said property, and to enter into a contract with Customer specifying provisions and terms concerning same;

NOW, THEREFORE, for and in consideration of the mutual promises and obligations hereinafter set forth, the parties do hereby agree as follows:

1. UTILITY AGREES:

- A. To furnish to those customers located on the property described above during the term of this Agreement or any renewal or extension thereof, potable treated water in accordance with all applicable governmental regulations.
- B. To furnish water at a reasonable constant normal pressure in accordance with all applicable government regulations. Emergency failure of pressure or supply due to breaks in the main water supply line or power failure, flood, fire and use of water to fight fire, catastrophes and other matters beyond the control of Utility shall excuse Utility from the provisions hereof for such reasonable period of time as may be necessary to restore service to normal conditions
- C. Utility will, at all times, operate and maintain its facilities in an efficient manner and will take such action as may be necessary to provide the capacity required. Circumstances resulting in the temporary or partial failure to deliver water as required by this Agreement shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to Utility for distribution to its Customers is otherwise diminished over an extended period of time, the supply of water to the Customer shall be reduced or diminished in the ratio or proportion as the supply to Utility's other customers is reduced or diminished.

2. CUSTOMER AGREES:

- A. 1) To pay Utility's service connection charges in the amount of **\$2,738.31**
- 2) To pay Utility a water main extension charge of (N/A).
- 3) To pay Utility **\$365.00** as a water meter connection charge for installation of 5/8 x 3/4" meter.
- B. Payments for the above items will be made upon submission of appropriate billing by Utility.
- C. Customer recognized that the above charges are based upon the actual current approved connections charges. Customer agrees that if charges change or if new charges are approved and are in effect at the time of connection, he will pay or be reimbursed for the difference between the current charges and those in effect at the time of connection and any new charges required at the time of connection.
- D. Any line extensions or other facilities required to be installed by Utility to supply the services set forth herein may be constructed by Utility prior to the dates when payments may be due from Customer, and Customer shall nonetheless be obligated for such payments as are required in this Agreement.
- E. All rates and charges made by Utility to Customer, and to future customers who will be serviced by Utility, shall be made in accordance with such tariff filed by Utility with the Florida Public Service Commission as such tariff may be amended from time to time and adopted and approved by the Florida Public Service Commission in accordance with its regulatory authority.

- F. That the provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by customers, or the acceptance thereof on the part of the Utility, for other utility system extensions that may be required hereafter and which are not presently covered by this Agreement.

- G. To pay Utility, within twenty (20) days after statement is rendered by Utility, all sums due and payable as set forth in such statement. Upon the failure or refusal of Customer to pay the amounts due on statement as rendered, Utility may, after ten (10) days advance written notice, in its sole discretion, discontinue service.

- H. No tie-ins or hook-ups to the water system shall be made without the express consent of Utility.

- I. Customer shall grant Utility whatever easements are required, in the sole discretion of Utility, to provide Utility service to the Customer's property or adjacent properties.

- J. Customer agrees to have back-flow control devices as specified by Utility. Utility shall have the right to inspect the Customer's facilities at any time to check for cross connections and any other possible sources of contamination. The Customer agrees to correct, without delay, all such hazards to the system at its own expense.

3. UTILITY AND CUSTOMER AGREE:

- A. This Agreement shall be governed by applicable rules, laws and regulations of any governmental body, federal, state or local, including departments and agencies having jurisdiction of the Utilities. The parties agree to be bound by such increase or decrease in “gallorage” amounts and rates which may be prescribed, from time to time, by said body or other agency having jurisdiction thereof.
- B. This Agreement shall be binding upon the successors, assigns and legal representatives of the respective parties hereto.
- C. This Agreement shall not be assigned without the prior written consent of Utility, that consent shall not be unreasonably withheld.
- D. Any notice required to be given pursuant to the terms of this agreement shall be deemed properly given when sent by United States Certified Mail, Return Receipt Requested, to the respective parties herein, at the last known address of either party.
- E. Water line extensions will be made to the property line at such points as are mutually agreed to by Customer and Utility.
- F. Failure to meet the provisions, terms or conditions of this Agreement by the Customer shall result in termination of the Agreement and discontinuance of service. Utilities will provide thirty (30) days written notice of termination of the Agreement and discontinuance of service to Customer.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

As to Utility:

BOCILLA UTILITIES, INC., a Florida Corporation (Utility)

By: _____

Agent, Bocilla Utilities Inc.

(CUSTOMER)

By: _____

Date: ___ / ___ / ___

By: _____

Date: ___ / ___ / ___

State of _____

County of _____

The forgoing instrument was acknowledged before me this ___ day of _____, ____ by _____, personally known to me or produced identification of _____.

Notary Public,

Printed Name

It is the responsibility of the Customer to keep a current mailing address and contact information on file with Bocilla Utilities, Inc.

Current Mailing Address:

Telephone: _____

Email: _____