

November 25, 2009

Mr. Gregg Inghram
D. R. Horton
5850 T.G. Lee Boulevard, Suite 600
Orlando, Florida 32822

Re: Rock Springs Ridge, Phase 6 - Water and Sewer Impact Fees

Dear Mr. Inghram:

As of this date, my records indicate that a total of 127 permits have been reviewed by the Engineering Department. The water and sewer impact fee was charged to all of these permits. As outlined in the signed sewer and water capacity agreement, 40% (98 lots) of the impact fees were paid prior to the issuance of the first certificate of occupancy. Since 127 permits have been reviewed and 98 permits were paid per the agreement, the sewer and water capacity agreement has been satisfied.

If you have any questions or comments, please contact me at 407-703-1718.

Sincerely,

R. Jay Davoll, P.E.
City Engineer

RJD/bh

CAPACITY AGREEMENT

SUBDIVISION: ROCK SPRINGS RIDGE 6

DATE: 11/20/2009

LOTS: 225.00

CAPACITY AGREEMENT: 98.00

BUILDING PERMITS: 126.00

TOTAL: 224.00

REMAINING LOTS: 1.00

COMMENTS: LOTS CHANGED FROM 244 TO 225 10-8-08 (REVISED)

SEWER AND WATER CAPACITY AGREEMENT

THIS AGREEMENT, made as or this 12th day of August, 2004, by and between the City of Apopka, Florida, a municipal corporation, hereinafter sometimes referred to as "City" or "Utility" or both; and

ROCK SPRINGS RIDGE, LTD.
401 WEST COLONIAL DRIVE, SUITE 7
ORLANDO, FLORIDA 32804

sometimes hereinafter referred to as "Owner" or "Developer" or both.

WHEREAS, in the City of Apopka Comprehensive Plan it has been established that land development shall not be permitted unless adequate capital facilities exist or are assured; and

WHEREAS, in the City of Apopka Comprehensive Plan the policy has been established that land development shall bear a proportionate cost of the provision of the new or expanded capital facilities required by such development; and

WHEREAS, the City of Apopka Comprehensive Plan established that the imposition of impact fees and dedication requirements are the preferred methods of regulating land development in order to ensure that it bears a proportionate share of the cost of capital facilities necessary to accommodate the development and to promote and protect the public health, safety and welfare; and

WHEREAS, the City Council of the City of Apopka has determined that the City of Apopka must expand its water and sewer systems in order to maintain current water and sewer standards if new development is to be accommodated without decreasing current standards; and

WHEREAS, the City Council of the City of Apopka enacted an Ordinance providing for Water and Sewer Capital Facilities Fees and Tap Fees; and

WHEREAS, Developer owns or controls lands located in Orange County, Florida, and described in Exhibit "A" attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer intends to develop the Property by erecting thereon, individually metered units, general service units, or combination of these; and

WHEREAS, Developer has officially requested that the Utility provide central water distribution and sewage collection service for Developer's property herein described in Exhibit "A"; and

WHEREAS, the Utility is willing to provide, in accordance with the provisions of this Agreement, Utility's main extension policy and the City's Code of Ordinances, central water and sewer services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive an adequate water supply and sewage collection and disposal service from Utility; and

WHEREAS, Developer's project and the receipt of water and sewer service is contingent upon the construction and utilization of existing and contemplated water and sewer service facilities and the availability of capacity of those facilities; and

WHEREAS, the Developer is obligated to pay certain Capital Facilities Fees in conjunction with this commitment for capacity and does desire to execute a Service Agreement with the City.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Compliance.

The Owner agrees that both ~~he~~ ^{it} and ~~his~~ ^{its} successors and assigns will abide by the provisions of this Agreement and the relevant Ordinances of the City and that ~~he~~ ^{it} will install or have installed the improvements required by the City in accordance with the provisions of this Agreement and of said Ordinances. The Owner further understands and agrees that, in the development of the subject property, failure to abide by the terms of this Agreement, the provisions of the City's Ordinances, or any other applicable regulations, ordinances, or laws from time to time existing, shall constitute grounds for refusal by the City, or the appropriate authority thereof, to allow such development, to obtain building permits, to institute utility services, or to permit occupancy of completed improvements.

Section 2. Definitions.

A. "ERU (Water)" means Equivalent Residential Unit defined as having the average demand of 400 gallons per day.

B. "ERU (Sewer)" means Equivalent Residential Unit defined as having the average demand of 350 gallons per day.

C. "DEP" shall mean the Department of Environmental Protection of the State of Florida.

D. "Notice To Proceed" - A document executed by the Developer requesting specific water.

E. "Point of Delivery" - The point where the pipes or meter of the Utility are connected with the pipes of the consumer or Owner. Unless otherwise indicated, Point of Delivery shall be at the Owner's lot line.

**after written notice to Developer and expiration of a sixty (60) day cure period.*

F. "Property" - The area or parcel of land described in Exhibit "A" attached hereto.

G. "Service" - The readiness and ability on the part of the Utility to furnish and maintain water and sewer service to the point of delivery for each lot or tract pursuant to applicable ordinances, laws, rules, regulations, permits and Utility policies.

Section 3. On-Site Installation.

To induce the Utility to provide the water treatment and sewage collection and disposal facilities, and to continuously provide Owner's Property with water and sewer services, unless otherwise provided for herein, Owner hereby covenants and agrees to construct and to transfer ownership and control to the Utility, as a contribution-in-aid-of-construction, the on-site water distribution and sewage collection systems located on Owner's Property. The term "on-site water distribution and sewer collection systems" means and includes all water distribution and supply mains, lines and pipes, and related facilities and sewage collection lines facilities and equipment, including pumping stations, constructed within the boundaries of Owner's Property adequate in size to serve each lot or unit within the property or as otherwise required by Utility. Owner shall install at its sole expense all of the aforesaid facilities within the Property in accordance with the plans, specification and all other pertinent documents approved by the Utility. Developer will furnish Utility with three (3) copies of the plans and specifications for the water distribution system, sewage collection main lift stations and other facilities necessary to serve the property described in Exhibit "A".

Developer shall obtained approval of plans and specifications from all necessary agencies. No construction shall commence until utility and appropriate regulatory agencies have approved such plans and specifications in writing. If construction commences prior

to all such approvals and any other approvals required hereunder, Utility shall have no responsibility to accept such lines and facilities and Utility may elect to terminate this Agreement and/or not provide service to Developer until such time as Developer obtains all such required approvals. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Utility one copy of the water and/or sewer construction permit and approved plans. Developer shall also supply to the Utility a copy of the final estimate or payment covering all contract items and Release of Lien from Contractor(s).

After the approval of plans and specifications by Utility and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Utility, as may be appropriate.

Developer shall provide to Utility's representative forty-eight (48) hours written notice prior to commencement of construction and forty-eight (48) hours written notice prior to any inspections or tests being performed as described herein. "Notice" shall be complete when Utility actually receives same.

During the construction of the water distribution and sewage collection systems by Developer, Utility shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to insure compliance with the approved plans and specifications. The engineer of record and Utility contractor shall be present for all standard tests and inspections for pressure, exfiltration, line and grade, and all other normal engineering tests and inspections to determine that the systems have been installed in accordance with the approved plan

and specifications, and good engineering practices.

Upon completion of construction, Developer's engineer of record shall submit to Utility a copy of the signed certification of completion submitted to the appropriate regulatory agencies. If certification is for the water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be included. The engineer of record shall also submit to Utility ammonia mylars of the as-built plans prepared and certified by the engineer of record.

Developer will provide Utility with two (2) copies of the approved paving and drainage plans.

Developer will provide Utility with three (3) copies of the approved subdivision plat.

Section 4. Off-Site Installation. DELETED. NOT APPLICABLE

The Developer will construct and install water mains, gravity sewer lines, lift station(s) and force main(s) from Developer's property to the Utility existing facilities in accordance with overall master plans of the utility system and in accordance with approved engineering plans and specifications. At all times prior to, during and upon completion of the construction of the extensions of water and sewer lines, Utility shall have the right to inspect and approve all construction plans and specifications, piping, connections, equipment, materials and construction work being provided or performed, or previously provided or performed, by or on behalf of the Developer. Such approval shall not be unreasonably withheld or delayed by Utility, and any costs of such inspections shall be borne by Utility. It shall be the Developer's responsibility to insure that all construction fully meets the plans and specifications approved by the Utility. The cost of inspections resulting from required corrective action shall be borne by the Developer. As a conditions precedent

to receiving water and sewer service, Developer shall:

A. Provide Utility with three (3) copies of the approved subdivision plat.

B. Provide Utility with three (3) copies of the approved paving and drainage plans of the development.

C. Furnish Utility with three (3) copies of the plans, specifications and engineering cost estimate for the water distribution system, sewage collection system, lift station(s) and other facilities necessary to serve the property described in Exhibit "A". Developer must receive approval from Utility of said plans, specifications and engineering cost estimate prior to proceeding with any construction of the facilities.

D. Obtain approval of the plans and specifications from all necessary governmental agencies, including, but not limited to, the Florida Department of Environmental Protection and the City of Apopka. No construction shall commence until Utility and appropriate regulatory agencies have approved such plans and specifications in writing. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Utility one (1) copy of water and/or sewer construction permit and approved plans.

E. After the approval of plans and specifications by Utility and appropriate regulatory agencies, Developer, or the engineer of record shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Utility, as may be appropriate.

Developer shall provide to Utility's representative forty-eight (48) hours written notice prior to commencement of construction and forty-eight (48) hours written notice prior to any inspections or tests being performed as described herein. "Notice" shall be complete when

Utility actually received same.

During the construction of the water distribution and sewage collection systems by Developer, the Utility shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. The engineer of record and utility contractor shall be present at all standard tests and inspections for pressure, exfiltration, line and grade, and all other normal engineering tests and inspections to determine that the systems have been installed in accordance with the approved plans and specifications, and good engineering practices.

F. Upon completion of construction, Developer's engineer of record shall submit to Utility a copy of the sign certifications of completion submitted to the appropriate regulatory agencies. If certification is for the water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be included.

Developer's engineer shall deliver one (1) set of ammonia mylars of "As-built" engineering plans, prepared by the professional engineer of record, showing the location of all water and sewer systems and services installed, and certification by the professional engineer of record to the Utility that such systems and services, as built, comply with the plans and specifications approved by the Utility.

Furnish proof satisfactory to the Utility that the installation of the facilities and all contractors, subcontractors, materialmen and laborers have been paid in full, and provide an engineer's certificate of total cost of improvements, i.e., by Release of Lien or other appropriate means.

G. As per this Agreement, Developer shall install, at its sole expense, all of the

aforsaid facilities off-site, in accordance with the plans and specifications approved by the Utility. The Utility agrees it will complete its review of the plans and specifications within thirty (30) days of receipt from the Developer.

H. Developer hereby agrees to transfer to Utility title to all water distributions and sewage collection systems installed by Developer or Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance shall take effect at the time Utility issues its final letter of acceptance. As further evidence of said transfer to title, upon completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Utility, Developer shall:

I. Provide Utility with copies of Release of Lien for said Property.

J. Developer shall assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Utility which Developer obtains from any contractor constructing the utility systems. Developer shall remain secondarily liable on such warranties. If Developer does not obtain such written warranty and/or maintenance bond from its contractor and deliver same to Utility, which warranty and/or maintenance bond shall be for a minimum period of two years, then in such event, Developer by the terms of this instrument, agrees to indemnify and save harmless the Utility for an loss, damages, costs, claims, suits, debts, or demands by reason of latent defects in the systems which could not have been reasonably discovered upon normal engineering inspection, for a period of two years from the date of acceptance by the Utility of said utility systems.

K. The Developer shall provide Utility with all appropriate operations/maintenance and parts manuals.

L. The Developer shall further cause to be conveyed to Utility all easements and/or

rights-of-way covering areas in which water and sewer systems are installed, by recordable document in form satisfactory to the Utility and shall convey title to the Utility, by recordable document in form satisfactory to Utility, and lift stations constructed on Developer's Property along with recordable ingress/egress easement documents.

M. Utility agrees that the issuance of the final letter of acceptance for the water distribution and sewage collection systems installed by Developer shall constitute the assumption of responsibility by Utility for the continuous operation and maintenance of such systems from that date forward.

Section 5. Easement.

At the time of plotting the property
Developer hereby grants and gives *by appropriate dedication on the plot* to Utility, its successors and assigns, but subject *shall* to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain or operate the water and sewer facilities to serve the Property, and the exclusive right or privilege to construct, own, maintain or operate the said facilities in, under, upon, and across the *platted* ~~present and future~~ streets, roads, alleys and easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and is independent of said record plats. Mortgagees, if any, holding prior liens on the Property shall be required to either release such lien, subordinate their positions or join in the grant or dedication of the easements or rights-of-way *on the plot* or give to Utility assurance by way of a "non-disturbance agreement," that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Utility, as long as Utility complies with the terms of this Agreement. All water distribution and sewage collection facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within

platted or dedicated road or rights-of-ways for utility purposes.

Developer hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Developer's property upon which Utility is constructing or operating utility facilities. The foregoing grants shall be for such period of time as Utility or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water and sewer facilities. The parties agree that in the event Developer and Utility agree to install any of the water or sewer facilities in lands within the Property lying outside the streets and easement areas described above, then Developer or the owner shall grant to Utility, the necessary easement or easements for such "private property" installation; provided, all such "private property" installations by Utility shall be made in such a manner as not to interfere with the then primary use of such "private property". The use of easements granted by Developer to Utility shall not preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or gas utilities, or as otherwise agreed to by Utility, provided each does not interfere with Utility's use thereof.

The Utility hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and sewer industry with respect to the installation of all its facilities in any of the easement areas.

Section 6. Utility's Exclusive Right to Utility Facilities

Developer agrees with Utility that all water and sewer facilities accepted by Utility in connection with providing water and sewer services to the Property shall at all times remain in the sole, complete and exclusive ownership of Utility, its successors and assigns, and any person or entity owning any part of the Property or any residence, building, or unit

constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and sewer services to other persons or entities located within or beyond the limits of the Property.

Section 7. Exclusive Right to Provide Service.

As a further and essential consideration of this Agreement, Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in business or businesses of providing potable water or sewer services to the Property during the period of time Utility, its successors and assigns, provide water or sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility shall have the sole and exclusive right and privilege to provide water and sewer services to the Property and to the occupants of each residence, building or unit constructed thereon, except for providing by Developer, from its own sources and lines for irrigation uses.

Section 8. Rates.

The Utility agrees that the rates to be charged to Developer and individual consumers of water and sewer services shall be those set forth by the City Council. However, notwithstanding any provision in this Agreement, the Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all time be reasonable and subject to approval by the City Council.

*Developer shall not be charged rates unless
Developer is an end user of pot water*

Notwithstanding any provision in this Agreement, the Utility may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering water and

sewer services to the Property, including the costs thereof.

Any such initial or future lower or increased rate schedules, and rules and regulations established, amended or revised and enforced by Utility from time to time in the future shall be binding upon Developer; ~~upon any person or other entity holding by, through or under developer;~~ and upon any user or consumer of the water and sewer provided to the Property by Utility.

Section 9. Capital Facility Fees.

In addition to the contribution of any water distribution and sewage collection systems, where applicable, and further to induce the Utility to provide water and sewage service, Developer hereby agrees to pay to Utility the following Capital Facility Fees:

A. Water Capital Facility Fee. A capital facility fee which represents the capital cost of the Primary System capacity expansion will be charged and paid in the manner described herein. The City reserves the right to also require additional contributions or in kind contributions, including but not limited to constructed donated facilities, as may be necessary to extend services or to further expand the Primary System to facilitate the providing of services to the Owner's property and, if any oversizing is required the Owner shall be reimbursed in accordance with Section 26-80 of the Apopka Municipal Code. The City reserves the right to prospectively adjust unpaid fees and charges assessed herein. The Owner will be required to build or to provide the cost of construction of the Secondary or Local Distribution System and all water facilities on site regardless of size necessary to provide service to the land development activity.

The water Capital Facility Fee charged shall be calculated as follows:

Total Water

Capacity Committed <u>in Gallons</u>	No. Of ERU's <u>Committed</u>	Capital Water Capital Facility Fee <u>Per ERU</u>	Facility Fee Due from <u>Owner</u>
97,600	244	\$1,576.00	\$384,544.00

B. Sewer Capital Facility Fee. A capital facility fee shall be assessed by the city which represents the capital cost of the Primary System Capacity expansion. The City reserves the right to also require additional contributions or in kind contributions, including but not limited to constructed donated facilities, as may be necessary to extend services or to further expand the Primary System to facilitate the providing of services to the Owner's property and, if any oversizing is required, the Owner shall be reimbursed in accordance with Section 26-80 of the Apopka Municipal Code. The City additionally reserves the right to prospectively adjust unpaid fees and charges assessed herein. Owner will be required to build or to provide the cost of construction of the Secondary or Local ^{Collection} ~~Distribution~~ System and all water facilities on site regardless of size necessary to provide service to the land development activity.

The Sewer Capital Facility Fee charged shall be calculated as follows:

Total Sewer

Capacity Committed <u>in Gallons</u>	No. Of ERU's <u>Committed</u>	Capital Sewer Capital Facility Fee <u>Per ERU</u>	Facility Fee Due from <u>Owner</u>
85,400	244	\$3,324.00	\$811,056.00

Section 10. Payment of Capital Fees.

The capital facility fees described herein shall be due and payable as follows:

A. 10% of all capital facilities fees for all units at the time of applying to DEP for a permit.

B. 20% of all capital facilities fees at the time of receiving DEP approval/permit or 120 days from the date of application whichever occurs first.

C. 10% of all capital facilities fees at the time of issuance of Certificate of Acceptance by City or 120 days from the date of issuance of DEP permit whichever occurs first.

D. 20% of all capital facilities fees 12 months after the date of issuance of the DEP permit as set forth in (b).

E. 20% of all capital facilities fees not later than 24 months after the date of issuance of the DEP permit as set forth in (b).

F. All capital facilities fees are due not later than 36 months after the date of the issuance of the DEP permit as set forth in (b).

The capital facilities fees shall be based on the fee schedule in effect at the time payment is actually made to the City. The fees set forth therein are the minimum due and payable. Capital Facilities Fees shall be due and payable by the Owner on or before application for building permits for each individual lot or land development activity. During the time period following the issuance of the DEP permit until all capital facilities fees are paid, the amount due and payable shall always be the greater of the scheduled fees or the

fees due upon applying for building permits during this period. If the Capital Facilities fees are paid in conjunction with the application for building permits are less than the fees currently due pursuant to subparagraphs (d), (e), and (f) of this Section, the Owner must remit the difference as same comes due pursuant to the schedule. If the amount due in conjunction with the application for building permits exceeds the amount due pursuant to schedule, the amount due in conjunction with the application for building permits shall be the amount due and payable irregardless of the amount of the scheduled payment.

The 40% first paid in accordance with subparagraphs (a), (b), and (c) of this Section will apply to the last 40% of the building permits applied for by the Developer. A failure of the Developer to pay all sums due in accordance with this Section, shall be considered a default and all of the Capital Facilities Fees shall become immediately due and payable and all other rights and remedies associated with a default shall be available to the City.

It is also agreed by the parties that:

(a) No lots, units or interests in the property, development or units may be sold until 100% of all the capital facilities fees on those lots or units to be sold have been paid.

(b) No capacity may be transferred, sold or bartered to any other land development activity.

(c) If the Developer should default on any of the aforescribed, the City shall have the right to record a lien on all remaining lots owned by the Developer for unpaid fees and shall have the right to demand the return of unused capacity. This right is in addition to all other rights available to the City under Florida law.

Section 11. Refund of Fee Paid

The parties agree that if a DEP permit expires and DEP has released all permitted capacity back to the City and no construction has been commenced, then the Developer shall be entitled to a refund of the capital facility fees paid as a condition for its issuance except that the City shall retain three percent (3%) of the refunded funds as a fee to offset the costs of collection and refund.

Section 12. Recapture of Capacity.

The parties agree that if the development has not been substantially completed by the end of the calendar quarter immediately following two (2) years from the date on which the water and sewer capital facility fee was paid in full, or if the developer is in default under this agreement or if the DEP permit issued to the developer has expired or the Developer has not proceeded to develop the property described in Exhibit "A" within two years from the date of execution of this Agreement, the City may petition, if necessary, the DEP to recapture the capacity committed pursuant to this Agreement. If said capacity is all released back to the City, the City may refund the capital facility fees as set forth in paragraph 11 above.

~~**Section 13. Maintenance Fees**~~

~~The parties agree that the City may subject encumbered or committed water and sewer capacity to a maintenance fee to be assessed by the City. The amount of such fee will be determined by the City Council and shall be based upon the costs of maintaining the committed capacity for the Developer. Such fees shall not be a Capital Facility Fee as described herein and shall be due and payable as directed by the City.~~

Section 14. Water System Tap Fee.

The parties agree that a Water Tap Fee shall be charged at the time of approval by the City of a service connection, such fee will include the cost of the meter and connection piping from the main to the meter not to exceed fifty (50) feet in length and shall be charged as follows:

<u>Size of Meter</u>	<u>In-City</u>	<u>Out-of-City</u>
3/4"	\$100.00	\$150.00
1"	\$125.00	\$200.00
1 1/2"	\$250.00	\$375.00
2"	\$400.00	\$600.00

<u>Size of Tap</u>	<u>In-City</u>	<u>Out-of-City</u>
1"	\$350.00	\$525.00
1 1/2"	\$500.00	\$750.00
2"	\$650.00	\$975.00

For a meter over two (2) inches in size the fee will be cost plus twenty (20) percent for in-city customers and cost plus seventy (70) percent for out-of-city customers.

For all service connections longer than fifty (50) feet, the property owner shall pay the actual cost of labor and material for the connection before water is turned on.

All Tap Fees are due and payable at the time that a service connection is approved by the Utility.

Section 15. Sewer Tap Fee and Other Charges.

The parties agree that a sewer tap fee shall be charged at the time of approval by the City of a service connection. Such fee shall include the cost of locating, exposing and/or inspecting the existing service lateral or connection thereto. Costs of extending or installing sewer laterals, pavement and sidewalk repair and replacement, cleanouts and other similar activities shall be charged in addition to the Sewer Tap Fee and shall be

payable by the Developer upon billing. The costs of any applicable county or state permits will be also an additional charge payable by the Developer. Any sewer lateral within the public right-of-way easement will remain the property of the City.

The Tap Fee to be paid for tapping into the City's sewer (waste water) system shall be as follows:

- | | |
|---|----------|
| (1) For premises located within the City | \$105.00 |
| (2) For premises located outside the City | \$157.50 |

All Tap Fees are due and payable at the time that a service connection is approved by the Utility. The other charges described herein are due and payable within 10 days of the date of the billing.

Section 16. Miscellaneous Provisions Regarding Payments.

The parties agree to the following with reference to fees described herein:

A. No building permit for any developmental activity requiring the payment of a capital facility fee shall be issued unless and until the water and sewer capital facility fees have been paid.

B. The City may require that all payments be made with certified funds or cashiers check if payments have been late or if the Developer has previously provided bad funds or if the Developer has an impaired credit reputation.

C. In the event that the City should have to take any actions other than initial presentment of a check to a local bank in order to collect the payments due and payable pursuant to this Agreement, the Owner shall be responsible for any costs, including a reasonable attorney's fee, incurred in taking such actions.

D. Acceptance of payment of any of the Fees described herein in part or in full shall not

constitute a waiver of the Utility's rates or regulations.

E. Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the Capital Facility Fee charges paid or to any of the water or sewer facilities and properties of Utility, and all prohibitions applicable to Developer with respect to refund of such fees, are applicable to all persons or entities owning such property or an interest in such property.

Section 17. Agreement to Serve.

Upon the completion of construction of the water and sewer facilities by Developer, its inspection, the issuance of the final letter of acceptance by the Utility, the Utility covenants and agrees that it will allow the connection of the water distribution and sewage collection facilities installed by Developer to the central facilities of the Utility and shall provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities including the City. The Utility agrees that once it provides water and sewer service to the Property and Developer or others have connected consumer installations to its system, that thereafter the Utility will continuously provide, in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, water and sewer service to the Property in a manner to conform with all requirements of the applicable governmental authority.

The parties agree that the capacity needed to provide service to the Property is gallons per day for potable water supply and gallons per day for wastewater removal. Developer

agrees that the number of units of development for which capacity is reserved hereby shall not exceed the number of units of development for which capacity is reserved hereby pursuant to Exhibit "B". Developer agrees that sewage to be treated by the Utility from Developer's property will consist of domestic wastewater and further agrees that it will not allow any abnormal strength sewage to flow from developers property to the Utility Sewage treatment facility that will cause harm to the treatment process. In addition, Developer further agrees that no wastewater, fluids or other substances and materials shall be discharged to the Utility's sanitary sewer collection/transmission system, which contain and hazardous, inflammable, toxic and/or industrial constituents, in whole or in part, regardless of the concentrations (i.e., strengths) of said constituents. Developer grants to Utility the right to sample the Developer's sewage, as referred to hereinabove, to verify Developer's compliance with this paragraph.

Section 18. Application for Service: Consumer Installations.

Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of the Utility and approval for such connection has been granted.

Although the responsibility for connecting the consumer installation to the meter and/or lines of the Utility at the point of delivery is that of the Developer or entity other than the Utility, with reference to such connections, the parties agree as follows:

A. Application for the installation of water meters and backflow preventors shall be made twenty-four (24) hours in advance, not including Saturdays, Sundays and holidays.

B. All consumer installation connections may at its sole option be inspected by the Utility before backfilling and covering of any pipes.

C. Written notice to the Utility requesting an inspection of a consumer installation connection may be given by the Developer or his contractor, and the inspection will be made within twenty-four

(24) hours, not including Saturdays, Sundays and holidays, provided the meter and backflow preventor, if applicable, have been previously installed.

D. The cost of constructing, operating, repairing or maintaining consumer installations shall be that of Developer or a party other than the Utility.

E. If a kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Property, the Utility shall have the right to require that a grease trap and/or pretreatment unit be constructed, installed and connected so that all waste waters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Utility. The size, materials and construction of said grease traps are to be approved by the Utility. Developer hereby grants to the Utility the right to periodically inspect the pretreatment facilities herein described. The provisions of this paragraph shall not apply to individual residential kitchens.

No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Utility. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the Owner will be

responsible for payment of the cost and expense required in correcting or repairing any resulting damage or impairment of the treatment process and/or facilities.

Section 19. Assurance of Title.

Within fifteen (15) days of DEP approval or prior to Developer issuing the Notice to Proceed to the Utility, at the expense of Developer, Developer agrees to deliver to the Utility a Certificate of Title, a Title Insurance Policy or an opinion of title from a qualified attorney-at-law, with respect to the Property. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in the Agreement.

Section 20. Binding Effect of Agreement.

The Agreement shall be binding upon and shall inure to the benefit of Developer, the Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise, subject to the terms of this Agreement, as contained herein.

Section 21. Notice.

Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to

Developer, shall be mailed or delivered to Developer at: 401 West Colonial Dr. Suite 7
Orlando, Florida 32804

With a copy to: N/A

and if the Utility, at: N/A

Donna J. Curcio
Schutz + Bowers LLP
P.O. Box 4956
Orlando, FL 32802-5403

Section 22. Laws of Florida.

This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto.

Section 23. Cost and Attorney's Fees.

In the event the Utility or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees.

Section 24. Force Majeure.

In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use of availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, and all governmental rules or acts or action of any government or public or governmental authority or commission of board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

Section 25.

The rights, privileges, obligations and covenants of Developer and the Utility shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

Section 26.

This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained, and when duly executed, fully constitutes the Agreement between Developer and the Utility. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

Section 27. Construction.

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

In case of any differences of meaning or implication between the text of this Agreement and any caption, illustration, summary table, or illustrative table, the text shall control.

The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".

The work "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

Section 28.

Both parties warrant that they have the legal authority to execute this Agreement.

Section 29.

Notwithstanding the gallonage calculations that could be made hereunder relative to ERU's, by and execution hereof, Developer agrees that the intention of this contract is to reserve a given number of units of capacity for the property described in Exhibit "A" and not for purposes of any other calculations.

Section 30.

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that provision contained under one heading may be considered to be equally applicable under another in the interpretation of this contract.

Section 31.

By the execution hereof, Developer agrees that the Utility Company has certain obligations as a municipal utility to protect the health, safety and welfare of the public and not to burden Utility's customers with extraordinary expenses attributed or attributable to Developer, his successors or assigns, and that the Utility may, at its sole option, require pretreatment or special features such as grease traps. It is the intention of the parties that all sewage shall conform to the requirements of the Utility prior to introduction into Utility's collection system. Developer shall be responsible for all costs associated herewith.

Section 32.

The Utility shall, at all reasonable times and hours, have the right of inspection of

Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

Section 33. Water Conservation Measures.

Water conservation measures shall be employed by the Developer. Said measures shall include but not be limited to:

- A. Low flush toilets which utilize 3.5 gallons or less of water per flushing cycle.
- B. Shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.
- C. No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.
- D. Spring-loaded/automatic shut-off water fixtures shall be utilized in all public restrooms. This shall include lavatory fixtures.
- E. Consideration and use (where possible) of dishwashers and washing machines which have water conservation features and/or utilize less water per cycle.

The Utility, at its discretion, shall review and approve all water conservation measures proposed by Developer.

Section 34.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, or shall any waiver or relinquishment of any right or power hereunder at any one time, or times, be deemed a waiver or relinquishment of such right or power at any other time or times.

Section 35.

In the event that relocation of existing water and sewer utilities are necessary for the Developer, Developer will reimburse utility in full for such relocations.

WITNESSES AS TO MAYOR.

Kathie Miller

[Signature]

STATE OF FLORIDA

COUNTY OF ORANGE

THE CITY OF APOPKA, a municipal corporation

By: [Signature]
John H. Land, Mayor

Attest: [Signature]
Janice Goebel, City Clerk

September 1 2004

The foregoing instrument was acknowledged before me this June 24, 2004 by JOHN H. LAND and JANICE GOEBEL, Mayor and City Clerk respectively, of CITY OF APOPKA, a Florida municipal corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

SEAL



WITNESSES AS TO OWNER

[Signature]
Donald Curitto

[Signature]
Kathy Moorehead

STATE OF FLORIDA
COUNTY OF ORANGE

[Signature]
NOTARY PUBLIC

OWNER:
[Signature], A Florida limited partnership

By: [Signature]
Name [Signature]

Title JAMES H. FANT, SENIOR
Vice President

The foregoing instrument was acknowledged before me this 17th day of August, 2004 by JAMES H. FANT, SR. VICE PRES. (Name of officer or agent) of ROCK SPRINGS RIDGE, INC. (name of corporation acknowledging), a FLORIDA (state or place of corporation) Corporation, on behalf of the corporation. She/They are personally known to me or has produced _____ (type of identification) as identification and ~~did~~ (did not) take an oath.

SEAL

[Signature]
NOTARY PUBLIC



Kathy Moorehead
My Commission DD185082
Expires April 22, 2007

CITY OF APOPKA

CITY COUNCIL MEETING

CONSENT AGENDA

ANNEXATION

PLAT APPROVAL

OTHER:

MEETING OF: SEPT. 1, 2004

FROM: COMMUNITY DEV.

EXHIBITS: AGREEMENT

SUBJECT

ROCK SPRINGS RIDGE, PHASE 6

SEWER AND WATER CAPACITY AGREEMENT

SUMMARY

The City's Sewer and Water Capacity Agreement has been prepared for Rock Springs Ridge, Phase 6 in the amount of \$1,195,600.00.

RECOMMENDED ACTION

Authorize the Mayor to execute the agreement.

DISTRIBUTION

Mayor Land

Jack Douglas

Richard Anderson

Commissioners (4)

Engineering

Building

Fire

City Clerk (5)

Comm. Dev.

Planning

Zoning

Public Works (2)



CITY OF APOPKA, FLORIDA
PHONE: 407-794-1100

October 11, 2007

Ms. Candace Hawks
Engle Homes
11315 Corporate Blvd., #250
Orlando, Florida 32817

Re: Rock Springs Ridge, Phase 6A - Maintenance Bond Release
Letter of Credit Number 5021281

Dear Ms. Hawks:

The City of Apopka has reviewed the items covered by the maintenance bond for Rock Springs Ridge, Phase 6A and have found them in compliance. We are releasing the Letter of Credit Number 5021281 provided for the Maintenance Bond. By releasing the Letter of Credit, the City of Apopka is acknowledging that all the items installed and accepted by the Certificate of Acceptance dated March 22, 2006, are still functioning correctly and meets our standards.

Should you have any questions or need additional information please contact me at 407-703-1718.

Sincerely,

R. Jay Davoli, P.E.
City Engineer

RJD/bh

MAINTENANCE, MATERIALS & WORKMANSHIP WARRANTY BOND*

Bond Number 5021281

KNOW ALL MEN BY THESE PRESENTS, That TOUSA Homes, Inc., dba Engle Homes, Florida of City of Orlando, Florida, referred to as Developer and Bond Safeguard Insurance Company of 1919 S. Highland Ave., Bldg-A, Ste. 300 City of Lombard, IL 60148, hereinafter called Surety, are held and firmly bound unto City of Apopka, a political subdivision of the State of Florida, as, in the full and just sum of TWO HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED THIRTY-THREE AND 84/100 DOLLARS, (\$231,433.84), lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer has constructed ROADS, DRAINAGE, WATER RE-USE AND SANITARY SEWER LINES, LIFT STATION AND SIDEWALK facilities in the City of Apopka, Florida, known and identified as follows ROCK SPRINGS RIDGE, PHASE VI A, and in connection therewith has installed with the approval of the City Public Services Department sewerage systems, water systems, drainage systems and roads under the provisions, conditions, and requirements of the construction plan approval granted the ___ day of ___, 2006 by the Public Services Department of the City of Apopka.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Developer shall maintain all improvements required as a condition of the construction plan approval, in first class condition for a period of one year from the date of issuance of Certificate of Acceptance, and that if the Developer shall replace improvements, the materials, workmanship or structural integrity of which shall be found not to comply with said construction plan approval for a one year period following the issuance of the Certificate of Acceptance by the City and shall pay any and all costs of expenses incidental to the performance of any work required to be performed hereunder, then this obligation shall be void; otherwise to be and remain in full force and effect.

FURTHERMORE, if at any time during the one year period following the issuance of Certificate of Acceptance the City notifies the Developer and Surety, in writing, of any deficiency or fault in materials, workmanship or structural integrity of the required improvements, then this bond shall continue in full force and effect until such deficiency or fault is corrected.

Signed, sealed and dated this the 3rd day of March, 2006.

TOUSA Homes, Inc.

dba Engle Homes

Principal By: [Signature]

Bond Safeguard Insurance Company

By [Signature]

Dawn L. Morgan, Attorney-in-Fact
Florida License #P011322

*This form to be reproduced on Surety's official letterhead prior to approval.

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Michael J. Scheer, James E. Moore, Bruce Dutz, Ronald Krause, Stephen L. Kazmer, Dave L. Morgan, Peggy Faust, Kelly A. Jacoby, Hilong Miao, Jennifer J. McCord, Melissa Schmitt, and E. Speckman its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7th day of November, 2001.

**BOND SAFEGUARD INSURANCE COMPANY**

BY

David E. Campbell
President**ACKNOWLEDGEMENT**

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Michele Koller
Notary Public**CERTIFICATE**

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois, this 3rd Day of March, 20 06

Donald D. Buchanan
Secretary

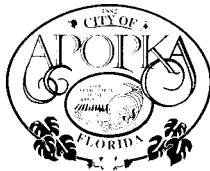
State of Illinois }
 } ss.
County of DuPage }

On March 3, 2006, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dawn L. Morgan known to me to be Attorney-in-Fact of Bond Safeguard Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 06/23/2008
Melissa Schmidt
Melissa Schmidt, Notary Public





CITY OF APOPKA, FLORIDA
11000 W. STATE ROAD 160, APOPKA, FL 32703

October 11, 2007

Ms. Candace Hawks
Engle Homes
11315 Corporate Blvd. #250
Orlando, Florida 32817

Re: Rock Springs Ridge, Phase 6B - Performance Letter of Credit Release #5023822

Dear Ms. Hawks:

The City of Apopka issued the Certificate of Acceptance for Rock Springs Ridge, 6B on February 23, 2007. With this acceptance the City is releasing the Performance Letter of Credit #5023822 in the amount of \$365,607.54. By releasing the Performance Bond, the City is acknowledging that all the site work has been completed per the city standards.

Should you have any questions or need additional information please contact me at 407-703-1718.

Sincerely,

Jay Dayoll, P.E.
City Engineer

RJD/bh

PERFORMANCE BOND (SURETY)

BOND NUMBER: 5023822

PROJECT NAME (AS INDICATED ON PLAT): Rock Spring Ridge Phase VI-B

KNOW ALL MEN BY THESE PRESENTS:

That we, TOUSA HOMES, INC., dba ENGLE HOMES ORLANDO hereinafter referred to as "Principal", and Bond Safeguard Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized to transact surety business in the State of Florida, hereinafter referred to as "Surety", are held and firmly bound unto the City of Apopka, located at 120 E. Main Street, Apopka, FL 32704, hereinafter referred to as "City", in the sum of THREE HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED SEVEN AND 54/100 DOLLARS (\$365,607.54), for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has entered into a contract with the City dated, **September 20, 2005**, which contract is made a part hereof by reference.

NOW, THEREFORE, the condition of this obligation is such that the Principal shall promptly and faithfully perform said contract and complete the work contemplated therein by **December 31, 2006**.

If the Principal shall be declared in default of said contract by the City, the Surety shall have thirty (30) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of thirty (30) days from the date of said default, no arrangements have been made by the Principal or Surety satisfactory to the City for the completion of said contract, then the City shall have the right to complete said contract then the Principal and Surety, jointly and severally, shall pay all costs of completing said contract to the City, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential which the City may sustain on account of the Principal has defaulted and upon the City's acceptance of the lowest responsible bid for the completion of said contract, the Principal and Surety shall become immediately liable for the amount of said bid and in the event the City is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of eight and one-half percent (8 1/2%) per annum beginning with the commencement of such legal proceedings. The City, in its discretion, may permit the Surety to complete said contract, in the event of Principal's default.

In the event that the City commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the City, including attorney's fees.

EXECUTED this 11th day of September 2006

PRINCIPAL

TOUSA HOMES, INC dba
Engle Homes Orlando

By:  _____

SURETY

BOND SAFEGUARD INSURANCE COMPANY

By:  _____

Dawn L. Morgan, Attorney-In-Fact
Fl. License: P011322

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint James J. Moore, Irene Diaz, Bonnie Knuse, Stephen J. Kazmier, Dawn L. Morgan, ****
Peep Faurt, Kelly A. Jacobs, Elaine Margas, Jander J. McComb, Melissa Schmidt, Joel E. Spreckman, Heather A. Beck, Tamese M. Piscitelli

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7th day of November, 2001.

**BOND SAFEGUARD INSURANCE COMPANY**

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/09

Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 11th Day of September, 2006



Donald D. Buchanan
Secretary



**engineer's &
environmental
design inc.**

Civil Engineering, Planning & Environmental Permitting Services
940 North Ferncreek Avenue, Orlando, Florida 32803
Tel No.: 407.650.0006 ; Fax No.: 407.648.8338

LETTER OF TRANSMITTAL

To: **City of Apopka - Engineering**
120 East Main Street
Apopka, Florida 32704

Tel No.: **(407) 703-1718**

Fax No.: **(407) 703-1791**

Date: **9/14/06** Job No.: **2004.057**

Attention: **Ms. Barbra Herrmann**

RE: **Rock Springs Ridge, Phase VI-B**

We Are Sending You: Faxed Attached Via: **Thunderbird** The Following Items:
 Shop Drawings Prints Plans Samples Specifications
 Copy Of Letter Change Order Other

Copies	Date	Number Of Pages Or Sheets	Description
1		4	Performance Bond in the amount of \$365,607.54

- For Approval Approved As Submitted Resubmit _____ Copies For Approval
 For Your Use Approved As Noted Submit _____ Copies of Distribution
 As Requested Returned for Corrections Return _____ Corrected Prints
 For Review & Comment Prints Returned After Loaned To Us
 Other _____

Remarks Or Comments: **Barbra, Is there anything else required in order to record the Plat?**

Please let me know. Thank you.

Copy To: **Ms. Candace Hawks, Engle Homes**
Fax No.: (407) 703-1791

Signed: _____

Richard E. Dunn, P.E.

**CERTIFICATE OF ACCEPTANCE
CITY OF APOPKA**

This is to certify that the water, reuse water, sewer roads and drainage facilities constructed by Engle Homes dba Touse Homes in the subdivision known as Rock Springs Ridge, Phase 6B as recorded in Plat Book 67 Pages 76-78, Orange County Public Records, have been completed in form and manner acceptable for maintenance by the City of Apopka, Florida.

VALUE AND SUMMARY OF IMPROVEMENTS:

Water: \$171,095.00	5780 LF	Roads: \$365,658.25	5188 LF
Reclaimed Water: \$189,082.00	5760 LF	Drainage: \$299,076.50	4320 LF
Fire Hydrants: _____	6 EA	Sidewalk: \$ 471.00	30 LF
Sewer: \$166,879.70	3850 LF	(Constructed)	
Forcemain: \$ -	- LF	Sidewalk: \$187,615.00	11,950 LF
Lift Station: \$ -	- EA	(Future)	
Lift Station Land: \$ -	- AC	R/W Land: \$111,300.00	7.42 AC
		Development: _____	94 SFR

TOTAL \$1,491,177.45

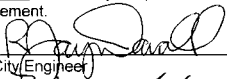
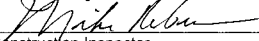
STREETS

Rolling Hills Lane Legg Drive Sharptank Court
Degraw Drive Trolling Drive _____

The City hereby accepts for its full and complete use the water, reuse water and sewer roads and drainage constructed within approved easements by Engle Homes dba Touse Homes in the development consistent with the as-built drawings.

This acceptance is conditioned upon Engle Home dba Touse Homes guaranteeing the subsequent remedying of any deficiencies in workmanship and materials which may become apparent within a period of one (1) year following this date; and this acceptance shall not release Engle Home dba Touse Homes from complete performance under the provisions of the maintenance bond and agreement.

Amick Construction, Inc.
Contractor


City Engineer

Construction Inspector

Executed by the Chief Administrative Officer of the City of Apopka, Orange County, Florida, this 23 day of FEBRUARY, 2007


Richard Anderson,
Chief Administrative Officer

ATTEST


Janice Goebel, City Clerk

cc: Mayor Land
City Engineer
Community Development Dept.
Construction Inspector
Administrative Services
Police Department
Original: Developer

City Clerk
Public Works Department
Building Department
Finance Department
Public Utilities Department
Fire Department
Utilities Supervisor

CERTIFICATION OF ACCEPTANCE

ATTACHMENT "A"

SUBDIVISION NAME: Rock Springs Ridge, Phase 6B

The "As-Built" plans for Rock Springs Ridge, Phase 6B constructed within the approved easements are on file in the City Public Services Department, located at 748 E. Cleveland Street.


Public Services Director

The city hereby accepts for its full and complete use the water facilities constructed within the approved easements. The facilities constructed meet City standards for fire protection.


Lee Bronson, Plans Examiner

This instrument was prepared by
and should be returned to:

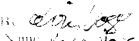
GRANT J. DOWNING, Esq.
GORDON DOWNING, SHAFER & BELL, P.A.
222 West Constock Avenue, Suite 307
Winter Park, Florida 32789


**ROCK SPRINGS RIDGE PHASE VI-B
PLAT BOOK _____ PAGE _____ ORANGE COUNTY
JOINDER AND CONSENT TO DEDICATION OF PLAT**

The undersigned, Regions Bank, an Alabama banking corporation successor by merger with Union Planters Bank, N.A., hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon a portion of the lands described as Rock Springs Ridge Phase VI-A located in Orange County, Florida, according to the Plat identified above. Pursuant to section 177.081, Florida Statutes, the undersigned hereby ratifies, joins in, and consents to the dedication (including all dedications, reservations, easements, restrictions and other matters effected by or reflected on the aforementioned Plat) to the public and/or Orange County, of the lands, streets, easements and other improvements, tracts or items to be dedicated and/or conveyed as described on the Plat and agrees that all Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement recorded in Official Records Book 7682, Page 988, in the Public Records of Orange County, Florida, shall be and are hereby subordinated to said Plat and the dedication and reservations therein.

signed, sealed and delivered
in the presence of:

REGIONS BANK, an Alabama
banking corporation successor by
merger with UNION PLANTERS
BANK, N.A.

By 
Name Kelly Vorse
Its Vice President


Signature
Print Name Lisa Marchant


Signature
Print Name



Florida Department of Environmental Protection

605 North West 12th Street, Tallahassee, Florida 32304-2550

REQUEST FOR APPROVAL TO PLACE A DOMESTIC WASTEWATER COLLECTION TRANSMISSION SYSTEM INTO OPERATION

PART I - INSTRUCTIONS

- The form shall be completed and submitted to the appropriate DEP district office or delegated local program for all collection/transmission systems projects required to obtain a construction permit in accordance with Chapter 62-601 F.A.C.
- Locally constructed or modified collection/transmission facilities shall not be placed into service until the Department has received the permit for use.
- All information shall be typed or printed in ink, and all blanks must be filled.

RECEIVED
OCT 10 2006
central dist. - DEP

PART II - PROJECT DOCUMENTATION

- Collection/Transmission System Description

Name: **Richard Jerman** Title: **V.P. Land Operation**
 Company Name: **Engle Homes**
 Address: **111 North Orange Avenue, Suite 1040**
 City: **Orlando** State: **Florida** Zip: **32801**
 Telephone: **(407) 872-1697** Fax: **(407) 872-1696** Email: **rjerman@englehomes.com**

- General Project Information

Project Name: **Rock Springs Ridge, Phase VI**
 Construction Permit No.: **0146624-009** Date: **09-17-04**
 Is the entire project included under the collection/transmission system permit substantially completed? Yes No (if approval is being requested to place a portion of the project into operation, attach a copy of the site plan or sketch that was submitted with the application showing the portion of the project which is substantially complete and for which approval is being requested.)
 Description of Portion of Project for Which Approval is Being Requested (including pipe length, total number of manholes and total number of pump stations): **18 manholes and 4,735 LF 8" PVC sewer pipe**
 Expected Date of Connection to Existing System or Treatment Plant: **10/30/06**

- Treatment Plant Serving Collection/Transmission System

Name of Treatment Plant Serving Project: **Apopka (Project Arrow) WWTF**
 County: **Orange** City: **Apopka**
 DEP permit number: **PLA 010618** Expiration Date: **10/30/2006 - Applied For**



Form DEP-100
Rev. 10/01/04

Page 1 of 1

DEP District	DEP District	DEP District	DEP District	DEP District	DEP District
1	2	3	4	5	6



Jeb Bush
Governor

Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Colleen M. Castille
Secretary

October 2, 2006

Engle Homes
111 North Orange Avenue, Suite 1040
Orlando, FL 32801

Attention: Richard A. Jerman, Vice President

Orange County - PW
City of Apopka
Rock Springs Ridge, Phase VI

Dear Mr. Jerman:

This acknowledges receipt of certification that the subject water distribution system extension has been completed in accordance with the plans and related materials permitted by this agency on Permit Number WD48-0080719-154 dated September 29, 2004 and that the system has passed the pressure and bacteriological tests that were conducted in accordance with the AWWA Standards.

Based on this certification and satisfactory bacteriological results, we are clearing the system for service. **This constitutes the final clearance for this project. No additional clearances or construction are allowed under this permit.**

The responsibility for the microbiological quality of the water at the time it ultimately reaches the consumer's meter remains entirely with the utility and/or the owner/operator of the system who should ensure that this quality remains as represented by the bacteriological test results presented. This letter of clearance does not preclude the need for obtaining acceptance by other entities as may be required.

Sincerely,

Cary M. Padell
Engineer III
Drinking Water Permitting

CMP/mn

cc: Richard E. Dunn, P.E.
John Jreij, P.E., Public Services Director
DEP Compliance/Enforcement
rjerman@englehomes.com; lray@ecd-inc.com; jjreij@apopka.net



Jeb Bush
Governor

Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Colleen M. Castille
Secretary

October 2, 2006

Engle Homes
111 North Orange Avenue, Suite 1040
Orlando, FL 32801

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Orange County - PW
City of Apopka
Rock Springs Ridge, Phase VI

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Sincerely,

Cary M. Padell
Engineer III
Drinking Water Permitting

CMP/mn

cc: Richard E. Dunn, P.E.
John Jreij, P.E., Public Services Director
DEP Compliance/Enforcement
rjerman@englehomes.com; lray@ced-inc.com; jjreij@apopka.net



CITY OF APOPKA
 P.O. Box 1229
 748 E. Cleveland Street
 Apopka FL 32704-1229
 Ph: (407) 703-1731
 Fax: (407) 703-1748

LETTER OF TRANSMITTAL

Date:	10/9/06
Attention:	Richard Dunn, PE
Re:	Rock Springs Ridge, Ph 6B

TO:
 Engineering & Environmental Design, Inc.
 940 North Ferncreek Ave.
 Orlando, FL 32803

WE ARE SENDING YOU Attached Under separate cover via The following items:
 Shop drawings Prints Plans Samples Specifications
 Copy of Letter Change Order

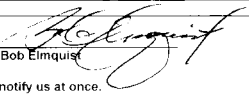
COPIES	DATE	NO.	DESCRIPTION
3	10/9/06		FDEP Wastewater Clearance Application
1			Rock Springs Ridge, Ph 6B SS As-Built

THESE ARE TRANSMITTED as checked below:

For Your Approval Approved as Submitted Resubmit _____ copies for approval
 For Your Use Approved as Noted Submit _____ copies for distribution
 As Requested Returned for Corrections Return _____ corrected prints
 For Review and Comment _____
 FOR BIDS DUE _____ 20 _____

COMMENTS:

COPY TO: John Jreij, PE
 Jay Davoll, PE

SIGNED: 
 Bob Elmquist

If enclosures are not as noted, please notify us at once.



Florida Department of Environmental Protection
 Environmental Policy Division • 2600 Hill Street, Room 100 • Tallahassee, Florida 32309-2100

**REQUEST FOR APPROVAL TO PLACE A DOMESTIC WASTEWATER
 COLLECTION/TRANSMISSION SYSTEM INTO OPERATION**

PART I - INSTRUCTIONS

- (1) This form shall be completed and submitted to the appropriate DEP district office or delegated local program for all collection/transmission systems projects required to obtain a construction permit in accordance with Chapter 62-604, F.A.C.
- (2) Newly constructed or modified collection/transmission facilities shall not be placed into service until the Department has cleared the project for use.
- (3) All information shall be typed or printed in ink, and all blanks must be filled.

PART II - PROJECT DOCUMENTATION

(1) Collection/Transmission System Permittee

Name Richard Jerman Title V.P. Land Operation
 Company Name Engle Homes
 Address 111 North Orange Avenue, Suite 1040
 City Orlando State Florida Zip 32801
 Telephone (407) 872-1697 Fax (407) 872-1698 Email rjerman@englehomes.com

(2) General Project Information

Project Name Rock Springs Ridge, Phase VI
 Construction Permit No. 0146624-009 Dated 09-17-04
 Is the entire project included under the collection/transmission system permit substantially complete? Yes No (if approval is being requested to place a portion of the project into operation, attach a copy of the site plan or sketch that was submitted with the application showing the portion of the project which is substantially complete and for which approval is being requested.)
 Description of Portion of Project for Which Approval is Being Requested (including pipe length, total number of manholes and total number of pump stations) 18 manholes and 4,735 LF 8" PVC sewer pipe
 Expected Date of Connection to Existing System or Treatment Plant 10/30/06

(3) Treatment Plant Serving Collection/Transmission System

Name of Treatment Plant Serving Project: Apopka (Project Arrow) WWTF
 County Orange City Apopka
 DEP permit number FL FLA 010818 Expiration Date July 10, 2006 - Applied For

For Department Use Only	
Date	_____
By	_____

PART III - CERTIFICATIONS

(1) Collection/Transmission System Permittee

I, the undersigned owner or authorized representative* of Engle Homes certify that the engineer has provided us a copy of the record drawings for this project and if there is not already an existing applicable operation and maintenance (O&M) manual, one has been prepared for the new or modified facilities

Also, I certify that, if we will not be the owner of this project after it is placed into service, we have provided a copy of the above mentioned record drawings and a copy of the above mentioned O&M manual, if applicable, to the person or system that will be the owner of this project after it is placed into service

Signed [Signature] Date 10/2/06
 Name Richard Jerman Title Vice-President Land Development
 *Attach a letter of authorization.

(2) Owner of Collection/Transmission System After it is Placed into Service

I, the undersigned owner or authorized representative* of City of Apopka certify that we accept the project as constructed and will be the owner of this project after it is placed into service. I agree to report any abnormal events in accordance with Rule 62-004.550, F.A.C. and promptly notify the Department if we sell or legally transfer ownership of the collection/transmission system. Also I certify that we agree to operate and maintain the facilities in accordance with the provisions of Chapter 403 Florida Statutes (F.S.) and applicable Department rules and that we have received a copy of the record drawings and O&M manual for this project and that these record drawings and O&M manual are available at the following location which is within the boundaries of the district office or delegated local program permitting the collection/transmission system:

748 Cleveland Avenue, Apopka, Florida 32704

Signed [Signature] Date 10-9-06
 Name John Jreij, P.E. Title Public Service Director
 Company Name City of Apopka
 Address 748 Cleveland Avenue
 City Apopka State Florida Zip 32703
 Telephone (407) 703-1731 Fax (407) 703-1748 Email jreij@apopka.net
 * Attach a letter of authorization.

(3) Wastewater Facility Serving Collection/Transmission System

I, the undersigned owner or authorized representative* of the City of Apopka Wastewater facility hereby certify that the above referenced facility has adequate reserve capacity to accept the flow from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules. Also, I certify that any connections associated with this project to the above referenced facility, which we operate and maintain, have been completed to our satisfaction and we have received a copy of the record drawings for this project.

Signed [Signature] Date 10-9-06
 Name John Jreij, P.E. Title Public Service Director
 Address 748 Cleveland Avenue
 City Apopka State Florida Zip 32703
 Telephone (407) 703-1731 Fax (407) 703-1748 Email jreij@apopka.net
 *Attach a letter of authorization

(4) Professional Engineer Registered in Florida


I, the undersigned professional engineer registered in Florida, certify the following:

- that this project has been constructed in accordance with the construction permit and engineering plans and specifications or that, to the best of my knowledge and belief, any deviations from the construction permit and engineering plans and specification will not prevent this project from functioning in compliance with Chapter 62-804, F.A.C.
- that the record drawings for this project are adequate and include substantial deviations** from the construction permit and engineering plans and specifications;
- that a copy of the record drawings has been provided to the permittee and to the wastewater treatment facility serving the collection/transmission system;
- that the O&M manual for this project has been prepared or examined by me, or by an individual(s) under my direct supervision, and that there is reasonable assurance, in my professional judgment, that the facilities, when properly maintained and operated in accordance with this manual, will function as intended; and
- that, to the best of my knowledge and belief, appropriate leakage tests have been performed and the new or modified facilities meet the specified requirements.

This certification is based upon on-site observation of construction conducted by me or by a project representative under my direct supervision and upon a review of shop drawings, test results/records, and record drawings performed by me or by a project representative under my direct supervision.

The following is a description and explanation of substantial deviations** from the construction permit and engineering plans and specifications for the substantially completed portion of this project. (Attach additional sheets if necessary.)

Rock Springs Ridge Phase VI has been divided into two phases. Phase VI-A was completed and certified as complete by the FDEP on February 17, 2006. This certification is for Phase VI-B (the remainder of the sanitary sewer included in the permit).

Signed 
Date 10/27/06

Name Richard E. Dunn, P.E. Florida Registration No. 56642
Company Name Engineering & Environmental Design, Inc.
Address 940 North Ferncreek Avenue
City Orlando State Florida Zip 32803
Telephone (407) 650-0006 Fax (407) 648-8338 Email rdunn@eed-inc.com

** Substantial deviations are construction deviations greater than 10% from plans and specifications and any deviations which fall below minimum standards established in Rule 62-804, F.A.C.

H:\EED\0605 2004-05-17 - ENGL\ENGL05 15M Plans 0 & 7\Reports\Permits\FDEP Permits\APP\w3300316\FDEP_APP\100206.doc



Jeb Bush
Governor

Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Colleen M. Castille
Secretary

September 21, 2006

Engineering & Environmental Design, Inc.
940 North Ferncreek Avenue
Orlando, FL 32803

OCD-PW-06-0598

Attention: Richard E. Dunn, P.E.

Orange County - PW
City of Apopka
Rock Springs Ridge, Phase VI

Dear Mr. Dunn:

Your letter dated September 12, 2006 certifying the construction of the subject water distribution system extension in accordance with our Permit Number WD48-0080719-154 dated September 29, 2004 was received on September 13, 2006.

The records of this office indicate that the following items must be addressed:

1. Per the construction permit for this project: "The engineer shall submit a sampling plan covering the mains in the entire project with the first certification of completion. The plan shall include locations on the proposed piping at all points of connection to the existing main, at all terminal ends, on straight runs of pipes between each two isolation valves and at the beginning and end of lines for each segment to be partially completed. The maximum interval between two sampling locations shall be 1,000 feet." The sampling plan has not been submitted. Please submit as required by the permit.

Upon receipt of the sampling plan, the sample points listed on the submitted Laboratory Reports, will be evaluated for compliance with the requirements of the preceding paragraph and we may have additional comments.

Also, please clearly show all the sampling locations, on the sampling plan, to ensure that the samples are representative of the portion to be cleared at this time.

Engineering & Environmental Design, Inc.

Page Two

OCD-PW-06-0598

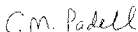
September 21, 2006

2. It is noted from Section I.C. of the certification form that this is a request for clearance for a portion of this project. Therefore, this partial clearance request, when approved, will include the following: *"Separate clearance is required for the remainder of the project."* Please acknowledge.
3. Please note, the bacteriological test results, for the samples, taken on 08/15/06, 08/16/06, 08/28/06 and 08/29/06, will expire on 10/15/06.

If you have any questions, please contact Mr. Cary Padell at (407) 893-3300.

Until we have received the required information, we cannot approve these facilities for service.

Sincerely,



Cary M. Padell
Engineer III
Drinking Water Permitting

CMP:mn

cc: Richard A. Jerman, Vice President
John Jreij, P.E., Public Services Director
lray@eed-inc.com; rjerman@englehomes.com; jjreij@apopka.net



CITY OF APOPKA
 P.O. Box 1229
 748 E. Cleveland Street
 Apopka FL 32704-1229
 Ph: (407) 703-1731
 Fax: (407) 703-1748

LETTER OF TRANSMITTAL

Date:	9/11/06
Attention:	Richard Dunn, PE
Re:	Rock Springs Ridge, Ph 6B

TO:
 Engineering & Environmental Design, Inc.
 940 North Ferncreek Ave.
 Orlando, FL 32803

WE ARE SENDING YOU Attached Under separate cover via The following items:
 Shop drawings Prints Plans Samples Specifications
 Copy of Letter Change Order

COPIES	DATE	NO.	DESCRIPTION
3	9/11/06		FDEP Water Clearance Application WD48-0080719-154
1	8/15 & 8/16		Drinking Water Bacteriological Sample Collection & Lab Report
1	8/28 & 8/29		Drinking Water Bacteriological Sample Collection & Lab Report
1	3/17/05		FDEP Transfer of Use of General Permit WD48-0080719-154
1	9/29/04		FDEP Notification of Use of General Permit WD48-0080719-154

THESE ARE TRANSMITTED as checked below:

For Your Approval Approved as Submitted Resubmit _____ copies for approval
 For Your Use Approved as Noted Submit _____ copies for distribution
 As Requested Returned for Corrections Return _____ corrected prints
 For Review and Comment _____
 FOR BIDS DUE _____ 20 _____

COMMENTS:

COPY TO: John Jreij, PE
 Jay Davoll, PE

SIGNED: *Bob Elmquist*
 Bob Elmquist

If enclosures are not as noted, please notify us at once.



CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

See page 5 for instructions.

I. General Project Information

A. Name of Project: **Rock Springs Ridge, Phase VI**

B. Department of Environmental Protection (DEP) Construction Permit
 Permit Number: **WD48-0080719-154** Date Permit Was Issued: **September 29, 2004**

C. Portion of Project for Which Construction Is Substantial & Complete and for Which Clearance Is Requested
 Entire Project
 Following Portion of Project: **Phase VI has been broken up into phases VI-A and VI-B. Phase VI-A has been cleared. This clearance is for the phase VI-B.**

D. Permittee
 PWS/Company Name: **Engle Homes** PWS Identification Number:¹⁶
 PWS Type: Community Non-Transient Non-Community Transient Non-Community Consecutive
 Contact Person: **Richard A. Jerman** Contact Person's Title: **Vice President**
 Contact Person's Mailing Address: **111 North Orange Avenue, Suite 1040**
 City: **Orlando** State: **Florida** Zip Code: **32801**
 Contact Person's Telephone Number: **(407) 872-1697** Contact Person's Fax Number: **(407) 872-1698**
 Contact Person's E-mail Address: **rjerman@englehomes.com**
This information is required only if the permittee is a public water system (PWS).

E. Public Water System (PWS) Supplying Water to Project
 PWS Name: **City of Apopka (Public Services)** PWS Identification Number: **3480200**
 PWS Type: Community Non-Transient Non-Community Transient Non-Community Consecutive
 PWS Owner: **City of Apopka (Public Services)**
 Contact Person: **John Jreij, P.E.** Contact Person's Title: **Public Services Director**
 Contact Person's Mailing Address: **748 Cleveland Avenue**
 City: **Apopka** State: **Florida** Zip Code: **32703**
 Contact Person's Telephone Number: **(407) 703-1731** Contact Person's Fax Number: **(407) 703-1748**
 Contact Person's E-mail Address: **jjreij@apopka.net**

F. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation
 PWS Name: **City of Apopka (Public Services)** PWS Identification Number: **3480200**
 PWS Type: Community Non-Transient Non-Community Transient Non-Community Consecutive
 PWS Owner: **City of Apopka (Public Services)**
 Contact Person: **John Jreij, P.E.** Contact Person's Title: **Public Services Director**
 Contact Person's Mailing Address: **748 Cleveland Avenue**
 City: **Apopka** State: **Florida** Zip Code: **32703**
 Contact Person's Telephone Number: **(407) 703-1731** Contact Person's Fax Number: **(407) 703-1748**
 Contact Person's E-mail Address: **jjreij@apopka.net**
This information is required only if the owner/operator is an existing PWS.

G. Professional Engineer in Responsible Charge of Inspecting Construction of Project
 Company Name: **Engineering & Environmental Design, Inc.**
 Engineer: **Richard E. Dunn, P.E.** Engineer's Florida License Number: **56642**
 Engineer's Title: **Sr. Vice President**
 Engineer's Mailing Address: **940 N. Ferncreek Avenue**
 City: **Orlando** State: **Florida** Zip Code: **32803**
 Engineer's Telephone Number: **(407) 650-0006** Engineer's Fax Number: **(407) 648-8338**
 Engineer's E-mail Address: **lray@eed-inc.com**
This information is required if construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida. Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida.

**CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR
CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION**

DPP Construction Permit Number: WD48-0080719-154

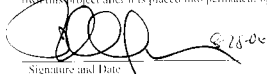
Substantially Complete Portion of Project if Other than Entire Project:

**Phase VI has been broken up into phases VI-A and VI-B.
Phase VI-A has been cleared. This clearance is for the
Phase VI-B.**

- to the best of my knowledge and belief, all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.31(6)(f), F.A.C., or Rule 62-555.440, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule;
- the permittee has had complete record drawings produced for the substantially complete portion of this project; to the best of my knowledge and belief, said record drawings adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form; and said record drawings are available for review at the following location: 940 N. Ferncreek Avenue, Orlando, Florida 32803

- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, an operation and maintenance manual for said treatment facilities is available for reference at the site of said treatment facilities or at a convenient location near the site of said treatment facilities.

I also certify that, if the permittee will not own this project after it is placed into permanent operation, the permittee has provided a copy of the above mentioned record drawings and a copy of the above mentioned operation and maintenance manual, if applicable, to the PWS that will own this project after it is placed into permanent operation.


Signature and Date

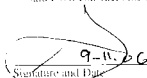
Richard A. Jerman
Printed or Typed Name

Vice President
Title

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this form on behalf of the PWS identified in Part I.E. of this form. I certify that said PWS will supply the water necessary to meet the water demands for the substantially complete portion of this project, and I certify the following:

- to the best of my knowledge and belief, said PWS's connection to the substantially complete portion of this project will not cause said PWS to be, or contribute to said PWS being, in noncompliance with Chapter 62-550 or 62-555, F.A.C.;
- said PWS considers the connection(s) between the substantially complete portion of this project and said PWS acceptable as constructed.


Signature and Date

John Jreij, P.E.
Printed or Typed Name

Public Services Director
Title

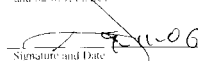
C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this form on behalf of the PWS identified in Part I.E. of this form. I certify that said PWS will own the substantially complete portion of this project after it is placed into permanent operation, and I certify the following:

- said PWS considers the substantially complete portion of this project acceptable as constructed;
- said PWS has received complete record drawings for the substantially complete portion of this project and the record drawings are available for review at the following location: 748 Cleveland Avenue, Apopka, Florida 32703

- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, said PWS has received an operation and maintenance manual for the new or altered treatment facilities, and the operation and maintenance manual is available for reference at the site of the new or altered treatment facilities or at a convenient location near the site of the new or altered treatment facilities.

I understand that said PWS must operate and maintain this project in a such a manner as to comply with Chapters 62-550, 62-555, 62-590, and 62-699, F.A.C.


Signature and Date

John Jreij, P.E.
Printed or Typed Name

Public Services Director
Title

**CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR
CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION**

DEP Construction Permit Number: WD48-0080719-154

Substantially Complete Portion of Project if Other than Entire Project

**Phase VI has been broken up into phases VI-A and VI-B.
Phase VI-A has been cleared. This clearance is for the
Phase VI-B.**

II. Deviations from Department of Environmental Protection (DEP) Construction Permit for Project*

Description and explanation of all deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, for the substantially complete portion of this project. **None**

I completed Part II of this form, and the information provided in Part II is true and accurate to the best of my knowledge and belief.

Richard E. Dunn 8/28/06
Signature, Seal, and Date of Professional Engineer or
Signature and Date of Authorized Representative of
Permittee *

Richard E. Dunn, P.E.
Printed or Typed Name

56642
License Number of Professional
Engineer or Title of Authorized
Representative of Permittee*

**Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part II of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part II shall be completed, signed, and dated by an authorized representative of the permittee.*

III. Certifications

A. Certification by Permittee

I am duly authorized to sign this form on behalf of the permittee identified in Part I.D of this form. I certify the following:

- to the best of my knowledge and belief, the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- to the best of my knowledge and belief, the substantially complete portion of this project has been completed in accordance with the Department of Environmental Protection construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;


**CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR
CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION**

DEP Construction Permit Number: WD48-0080719-154
Substantially Complete Portion of Project if Other than Entire Project: Phase VI has been broken up into phases VI-A and VI-B. Phase VI-A has been cleared. This clearance is for the Phase VI-B.

D. Certification by Professional Engineer in Responsible Charge of Inspecting Construction of Project:

I, the undersigned professional engineer licensed in Florida, am in responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection (DEP) construction permit, including the approved preliminary design report or drawings and specifications, for this project. I, or a person acting under my responsible charge, observed construction of the substantially complete portion of this project and reviewed shop drawings, test results, and record drawings for the substantially complete portion of this project, and based upon said observation and reviews, I certify the following:

- the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- the substantially complete portion of this project has been completed in accordance with the DEP construction permit, including the approved preliminary design report or drawings and specifications, for this project; and to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;
- all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.318(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule; and
- the record drawings for the substantially complete portion of this project adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form.


Signature, Seal and Date

8/28/06

Richard E. Dunn, P.E.
Printed or Typed Name

56642
License Number

Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D does not have to be completed.

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

INSTRUCTIONS: This form shall be completed and submitted for projects permitted and constructed under specific Department of Environmental Protection (DEP) construction permits for public water system components, under the DEP's "General Permit for Construction of Water Main Extensions for Public Water Systems," or under the DEP's "General Permit for Construction of Lead or Copper Corrosion Control, or Iron or Manganese Sequestration Treatment Facilities for Small or Medium Public Water Systems." **AFTER COMPLETING, OR SUBSTANTIALLY COMPLETING, CONSTRUCTION OF A PROJECT, OR A PORTION THEREOF, AND BEFORE PLACING THE SUBSTANTIALLY COMPLETE PROJECT, OR PORTION THEREOF, INTO OPERATION, FOR ANY PURPOSE OTHER THAN DISINFECTION, TESTING FOR LEAKS, OR TESTING EQUIPMENT OPERATION,** complete and submit one copy of this form to the appropriate DEP District Office or Approved County Health Department along with one copy of the following information:

- the portion of record drawings showing deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, if there are any deviations from said permit (note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings);
- bacteriological test results, including a sketch or description of all bacteriological sampling locations, demonstrating compliance with subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., if the substantially complete portion of the project includes any new or altered public water system (PWS) components that must be disinfected and bacteriologically surveyed or evaluated per said subsection or said rule;
- analytical test results demonstrating compliance with Part III of Chapter 62-850, F.A.C., or subsection 62-524.05(2), F.A.C., if the substantially complete portion of the project includes any new or altered PWS components that are necessary to achieve, or affect, compliance with said part or said subsection;
- a completed Form 62-555.900(20), New Water System Capacity Development Financial and Managerial Operations Plan, if the DEP construction permit was issued before the effective date of Rule 62-555.525, F.A.C., (9-22-99) and the substantially complete portion of the project creates a "new system" as described under subsection 62-555.525(1), F.A.C.; and
- any other information required by conditions in the DEP construction permit.

All information provided on this form shall be typed or printed in ink. **NOTE THAT A SEPARATE CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE IS REQUIRED FOR EACH PERMITTED PROJECT.**

DO NOT PLACE ANY NEW OR ALTERED PWS COMPONENTS INTO PERMANENT OPERATION UNTIL THE DEPARTMENT ISSUES WRITTEN APPROVAL, OR CLEARANCE, TO PLACE THE COMPONENTS INTO PERMANENT OPERATION.

11-11-10 DEP/02/201/057-1 State/11/00/1 N/S/SR/Phase 6.6 "Report to Permittee DEP Form 62-555.900(20) DEP CTR/02/10/11 DEP/11/00/05/06/1



Department of Environmental Protection

Jeb Bush
Governor

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Colleen M. Castille
Secretary

ENGLE HOMES
111 North Orange Avenue, Suite 1040
Orlando, FL 32801

Attention: Richard A. Jerman, Vice President

Orange County - PW
City of Apopka
Rock Springs Ridge, Phase VI
PA Number: 48-0080719-199

Dear Mr. Jerman:

Transfer of the use of the General Permit
File Number WD48-0080719-154

We have received a request for the transfer of the above-referenced General Permit. The use of the General Permit is transferred as follows:

From

Rock Springs Ridge, LTD
401 West Colonial Drive, Suite 7
Orlando, FL 32804

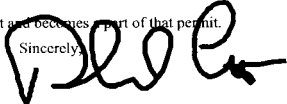
To

Eagle Homes
111 North Orange Avenue, Suite 1040
Orlando, FL 32801

Pursuant to the Application for Transfer of Permit executed and sworn to, by you, you must comply with the terms and conditions of the permit and assume the rights and liabilities contained therein.

This letter must be attached to your permit and becomes a part of that permit.

Sincerely,


Richard S. Lott, P.G., P.E.
Manager, Drinking Water Program

DATE: 3.17.01

RSL:jo

cc: fant@brooksville.biz;
jdavoll@apopka.net

4078721698@fax1.dep.state.fl.us;

rdunn@eed-inc.com;

COMMUNITY DEVELOPMENT DEPARTMENT

Project Communication Log - File Ref:

ROCK SPRINGS RIDGE PHASE C

(Project name, case file #, permit address, etc.)

Date	Name/Company	Staff Member (initial)	U N D E R T A K E	I N P R O G R E S S	S U P E R V I S I O N	Summary of Conversation (Note the context of discussion or meeting)
11-16-07	MIKE ROWE - EIGHT	R.D.	✓			SET UP MIA
12-14-07	ALAN DUNN - ESD	R.D.	✓			SET UP PDC (ST. MIA)
1-3-08	RICHARD DUNN - EED	R.D.	✓			ADDRESSING CONCERNS - CHANGE XREFS
2-2-08	MIKE ROWE - EED	R.D.	✓			7:00 PM MEETING
3-24-08	RICHARD DUNN - EED	R.D.	✓			MEETING - CONSIDERING NEW XREFS & SCHEDULE
4-13-08	CELAIA LUKA - EED	R.D.	✓			INTERVIEWING - 7:00 PM
4-30-08	RICHARD DUNN - EED	R.D.	✓			MEETING - NOT AT STATION
4-30-08	RICHARD DUNN - EED	R.D.	✓			MEETING - ME'S OFF. & IN MEETING



Jeb Bush
Governor

Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Colleen Castille
Secretary

October 17, 2005

Rock Springs Ridge, Ltd.
401 West Colonial Drive, Suite 7
Orlando, FL 32804

Attention: James H. Fant, Vice President, General Partner

Orange County - PW
City of Apopka
Rock Springs Ridge, Phase VI

Dear Mr. Fant:

This acknowledges receipt of certification that the subject water distribution system extension has been completed in accordance with the plans and related materials permitted by this agency on Permit Number WD48-0080719-154 dated September 29, 2004 and that the system has passed the pressure and bacteriological tests that were conducted in accordance with the AWWA Standards.

Based on this certification and satisfactory bacteriological results, we are clearing the system for service.

This pertains to Phase VI-A (132 Lots) portion, as shown on highlighted as-built drawing only. Separate clearance is required for the remainder of the project.

The responsibility for the microbiological quality of the water at the time it ultimately reaches the consumer's meter remains entirely with the utility and/or the owner/operator of the system who should ensure that this quality remains as represented by the bacteriological test results presented. This letter of clearance does not preclude the need for obtaining acceptance by other entities as may be required.

Sincerely,

Cary M. Padell
Engineer III
Drinking Water Permitting

CMP/mn

cc: Richard E. Dunn, P.E.
John Jreij, P.E., Assistant Director of Public Works
DEP Compliance/Enforcement
fant@brooksville.biz; rdunn@ecd-inc.com; jjreij@apopka.net

Cy Jay
Mike
project file



Jeff Bush
Governor

Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Colen Castille
Secretary

October 10, 2005

cc Jay
— Mike

Engineering & Environmental Design, Inc.
940 North Ferncreek Avenue
Orlando, FL 32803

OCD-PW-05-0795

Project

Attention: Richard E. Dunn, P.E.

Orange County - PW
City of Apopka
Rock Springs Ridge, Phase VI

Dear Mr. Dunn:

Your letter dated September 20, 2005 certifying the construction of the subject water distribution system extension in accordance with our Permit Number WD48-0080719-154 dated September 29, 2004 was received on the same day.

The records of this office indicate that the following items must be addressed:

1. Section I.C. of the certification form – please provide a more complete and accurate description of the portion of this project for which clearance is requested at this time. A geographic description with street names and boundaries and/or a list of the lot numbers will be satisfactory.

Please also confirm that the highlighted portion of the submitted as-built drawing represents the portion of this project for which clearance is requested at this time. Note, there are no phase lines shown on the as-built drawing.

2. The following comments pertain to the Laboratory Reports that have been submitted:
 - a. Two (2) of the four (4) Laboratory Reports that have been submitted do not list the collection date(s). Please revise these reports as needed.