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August 24, 2004

RECEIVED-FPSC
AUG 24 PM 4:44
COMMISSION
CLERK

Ms. Blanca Bayo, Director
Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

040952-WS

RE: Joint Application for Approval of Sale of Land, Facilities and Certificates of the Chuluota Systems in Seminole County from Florida Water Services Corporation to Aqua Utilities Florida, Inc.

Dear Ms. Bayo:

Enclosed for filing on behalf of Florida Water Services Corporation ("Florida Water") and Aqua Utilities Florida, Inc. ("Aqua Utilities"), are the original and five copies of the Joint Application for Approval of Sale of Land, Facilities and Certificates of the Chuluota Systems in Seminole County from Florida Water to Aqua Utilities with attached exhibits, the original and two copies of sample tariffs, and a check for the proper filing fee in the amount of $3,000.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Sincerely,

Original CERTS + Tariff forwarded to ECR

J. Stephen Menton

Enclosures

to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
09288 AUG 24 04
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Application for Approval of Sale of Land, Facilities, and Certificates of Florida Water Services Corporation's Chuluota Systems in Seminole County to Aqua Utilities Florida, Inc.	)))))	Docket No. 040952-WS Filed: August 24, 2004

JOINT APPLICATION FOR APPROVAL OF SALE OF LAND, FACILITIES AND CERTIFICATES OF FLORIDA WATER SERVICES CORPORATION'S CHULUOTA SYSTEM IN SEMINOLE COUNTY TO AQUA UTILITIES FLORIDA, INC.

Florida Water Services Corporation ("Florida Water" or "Seller"), and Aqua Utilities Florida, Inc. ("Aqua Utilities" or "Buyer"), by and through their undersigned counsel, and pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037, Florida Administrative Code, hereby file this Application for Approval of the sale of Florida Water's land, facilities and Water and Wastewater Certificates for its Chuluota systems located in Seminole County to Aqua Utilities. In support of this Application, Florida Water states as follows:

I. APPLICANT INFORMATION

1. The name and address of the regulated utility and applicant is:

   Florida Water Services Corporation
   1000 Color Place
   Apopka, Florida 32703
   (407) 598-4165 (Telephone)
   (407) 598-4241 (Facsimile)

2. The name and address of Florida Water's authorized representatives are:

   Kenneth A. Hoffman, Esq.
   J. Stephen Menton, Esq.
   Rutledge, Ecenia, Purnell & Hoffman, P.A.
   P. O. Box 551
   Tallahassee, Florida 32302
   (850) 681-6788 (Telephone)
   (850) 681-6515 (Facsimile)

3. The name and address of the Buyer for purposes of this Application, and as it will appear on the Water and/or Wastewater Certificates is:

Aqua Utilities Florida, Inc.
6960 Professional Pkwy. E.
Ste. 400
Sarasota, Florida 34240
(941) 907-7400 (Telephone)
(800) 250-7532 (Telephone)
(941) 907-7401 (Facsimile)

4. The Buyer's representative for purposes of this Application is:

Kathy L. Pape, Esq.
762 W. Lancaster Ave.
Bryn Mawr, Pennsylvania 19010
(610) 645-1142 (Telephone)
(610) 519-0989 (Facsimile)

5. Florida Water has been issued Water and/or Wastewater Certificates by the Public Service Commission ("Commission") related to its operations in Brevard, Highlands, Lake, Orange, Pasco, Polk, Putnam, Seminole, Volusia, and Washington Counties. The systems in these counties represent all of Florida Water's remaining systems. On June 30, 2004, Florida Water and Aqua Utilities closed on the sale of all of Florida Water's remaining systems.[1]

6. Attached hereto is Florida Water and Aqua Utilities' Joint Application ("Application") for approval of the sale of Florida Water's land, facilities and Water and Wastewater Certificates for its Chuluota system to Aqua Utilities. The attached Application includes all of the information required by Rule 25-30.037, Florida Administrative Code.

[1] Nine of Florida Water's systems located in Seminole County were purchased by Seminole County. Florida Water's Application for Acknowledgment of the Sale to Seminole County, filed with the Commission on July 12, 2004, is the subject of Docket No. 040730-WS. Florida Water's remaining systems in Seminole County were purchased by Aqua Utilities.

II. FINANCIAL AND TECHNICAL INFORMATION

7. Aqua Utilities is a Florida Corporation authorized to do business in Florida as of November 17, 2003. The names and addresses of Aqua Utilities corporate officers and directors are listed in Exhibit "A" to the Application.

8. Exhibit "B" to the Application is a statement indicating how this sale is in the public interest, including a summary of Aqua Utilities' experience in water and wastewater utility operations, a showing of Aqua Utilities' financial ability to provide service and a statement that Aqua Utilities will fulfill the commitments, obligations and representations of Florida Water with regard to utility matters.

9. Aqua Utilities does not own any other water or wastewater utilities. However, it is a wholly owned subsidiary of Aqua Utilities, Inc. (formerly AquaSource Utility, Inc.), which is a wholly owned subsidiary of Aqua America. Aqua Utilities, Inc. owns numerous water and wastewater utilities located in Florida. These utilities are listed in Exhibit "C" to the Application.

10. The sale of Florida Water's remaining systems, including its Chuluota systems, to Aqua Utilities occurred on June 30, 2004. Exhibit "D" to the Application is a copy of the Asset Purchase Agreement, including attachments, by and between Florida Water and Aqua Utilities, executed on April 20, 2004. Section 367.071(1), Florida Statutes, provides that a utility may sell its land, facilities and Water and Wastewater Certificates prior to Commission determination that the sale is in the public interest, if the sale is made contingent upon Commission approval. Accordingly, Section 10.11 of the Asset Purchase Agreement provides that this sale is contingent upon Commission approval.

11. The Asset Purchase Agreement includes the purchase price and terms of payment, a list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, and a description of all consideration between the parties. In addition, the Asset Purchase Agreement also provides for the disposition of the following:

a. Customer deposits, and interest thereon;

b. Any guaranteed revenue contracts;

c. Developer agreements;

d. Customer advances;

e. Debt of the utility; and

f. Leases.

12. Exhibit "E" to the Application is a statement regarding the disposition of all outstanding regulatory assessment fees for the Florida Water systems.

13. Exhibit "F" to the Application is a statement describing Aqua Utilities' financing of the sale.

14. Exhibit "G" to the Application is a list of all the entities upon which Aqua Utilities is relying on to provide funding for the sale, and an explanation of the manner and amount of such funding, including financial statements and copies of any financial agreements with Aqua Utility.

15. Exhibit "H" to the Application is detailed listing of the proposed net book value of each system as of the date of the transfer, including the Commission Order and date of issuance establishing rate base, where applicable.

16. Exhibit "I" to the Application is a statement regarding the inclusion of an acquisition adjustment.

17. The books and records of Florida Water are available for inspection by the Commission. The name, address, and telephone number of the person who has possession of the books and records of Florida Water is as follows:

Melissa Taylor, Assistant General Counsel
Florida Water Services Corporation
1000 Color Place
Apopka, Florida 32703
(407) 598-4205 (Telephone)
(407) 598-4241 (Facsimile)

18. Exhibit "J" to the attached Application is a statement from Aqua Utilities regarding the federal income tax returns of Florida Water.

19. Exhibit "K" to the Application is a statement from Aqua Utilities regarding the condition of each system being acquired and the status of its compliance with applicable standards set by the Florida Department of Environmental Protection.

III. NOTICE OF ACTUAL APPLICATION

20. In accordance with Rule 25-30.030(2), Florida Administrative Code, Florida Water has obtained from the Commission a list of the names and addresses of the municipalities, the counties, the regional planning counsel, the Office of Public Counsel, the Commission's Director of Commission Clerk and Administrative Services, the appropriate regional office of the Department of Environmental Protection, the appropriate water management districts, and privately-owned water and wastewater utilities that hold a certificate granted by the Commission, and that are located within the counties in which the systems proposed to be transferred are located.

21. In accordance with Rule 25-30.030(5), Florida Administrative Code, Aqua Utilities will provide notice of this Application containing the information required under Rule 25-30.030(4), Florida Administrative Code, by regular mail to the governing body of each

county and municipality contained in the list obtained from the Commission, referenced above, as well as the other entities contained in the list obtained from the Commission, within 7 days of filing this Application.

22. Pursuant to Rule 25-30.030(8), Florida Administrative Code, within 15 days of filing this Application, Aqua Utilities will submit late-filed exhibit "L" to the Application, which will include an affidavit confirming that the Notice of Application was provided as described in Paragraph 21, along with a copy of the Notice and a copy of the list of entities obtained from the Commission.

23. In accordance with Rule 25-30.030(6), Florida Administrative Code, Aqua Utilities will provide a notice by regular mail, to each customer of each system to be transferred within 7 days of filing this Application. Within 15 days of filing its Application, Aqua Utilities will submit late-filed exhibit "M" to the Application, which will include an affidavit reflecting that it has provided notice of this Application to each customer of each system to be transferred, along with a copy of the Notice.

24. In accordance with Rule 25-30.030(7), Florida Administrative Code, Florida Water will publish the Notice once in a newspaper of general circulation in each territory proposed to be transferred within 7 days of filing this Application. Within 15 days of filing this Application, Florida Water will submit late-filed exhibit "N" to the Application, which will include an affidavit reflecting that the Notice has been published once in a newspaper of general circulation in the territory proposed to be transferred, along with proof of each publication.

IV. FILING FEE

25. The application fee required by Section 367.145, Florida Statutes, and Rule 25-30.020, Florida Administrative Code, has been submitted to the Commission Clerk of Administrative Services along with the filing of this Application.

V. OTHER

26. Exhibit "O" to the Application provides evidence that Florida Water owns the land where each treatment facility for each system to be transferred is located.

27. Exhibit "P" to the Application contains sample tariff sheets for each system proposed to be transferred, reflecting the new name of the new utility, the existing rates and charges, and the territorial descriptions of each water and wastewater system.

28. Exhibit "Q" to the Application contains the current water and wastewater certificates issued for each system, and where not available, a statement providing an explanation of the whereabouts of the certificates.

29. The undersigned counsel for Florida Water has conferred with counsel for Aqua Utilities and is authorized to represent that Aqua Utilities concurs and joins in this Application.

WHEREFORE, Florida Water requests that this Commission:

A. Grant Florida Water and Aqua Utilities' Joint Application;

B. Approve the sale of Florida Water's land, facilities, and Water and Wastewater Certificates as referenced herein and in the attached Application; and

C. Grant such other relief as is appropriate.

Respectfully submitted this 24th day of August, 2004.

Kenneth A. Hoffman, Esq.
J. Stephen Menton, Esq.
Rutledge, Ecenia, Purnell & Hoffman, P.A.
P. O. Box 551
Tallahassee, Florida 32302
(850) 681-6788 (Telephone)
(850) 681-6515 (Facsimile)

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

TO: **Director, Division of the Commission Clerk & Administrative Services**
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale of the Chuluota water and wastewater facilities in Seminole County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of the applicant:

Florida Water Services Corporation
Name of utility

(407) 598-4100 — Phone No.
(407) 598-4241 — Fax No.

1000 Color Place
Office street address

Apopka — City
Florida — State
32703 — Zip Code

PO Box 609520, Orlando, Florida, 32860-9520
Mailing address if different from street address

www.florida-water.com
Internet address if applicable

B) The name, address and telephone number of the person to contact concerning this application:

Kenneth A. Hoffman, Esq. — Name
(850)681-6788 — Phone No.
Rutledge, Ecenia, Purnell & Hoffman, P.A., PO Box 551
Mailing address

Tallahassee — City
Florida — State
32302-0551 — Zip Code

C) The full name (as it will appear on the certificate), address and telephone number of the buyer:

Aqua Utilities Florida, Inc.
Name of utility

(800) 250-7532/(941) 907-7400 (941) 907-7401
Phone No. Fax No.

6960 Professional Parkway East, Suite 400
Office street address

Sarasota FL 34240
City State Zip Code

(same)
Mailing address if different from street address

N/A
Internet address if applicable

D) Indicate the organizational character of the buyer: (circle one)

(Corporation) Partnership Sole Proprietorship

E) The date and state of incorporation or organization of the buyer:

Aqua Utilities Florida, Inc. is a Florida Corporation authorized to do business in Florida as of November 17, 2003.

F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

The names and addresses of Aqua Utilities Florida, Inc.'s corporate officers and directors are listed in Exhibit "A".

G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit B - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

Aqua Utilities Florida, Inc. does not own any other water or wastewater utilities. However, Aqua Utilities Florida, Inc. is a wholly owned subsidiary of Aqua Utilities, Inc. (formerly AquaSource Utility, Inc.), which is a wholly owned subsidiary of Aqua America. Aqua Utilities, Inc. owns the water and wastewater utilities listed in Exhibit "C".

C) Exhibit D - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

(1) Purchase price and terms of payment.

(2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

(3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

(a) Customer deposits and interest thereon;
(b) Any guaranteed revenue contracts;
(c) Developer agreements;
(d) Customer advances;
(e) Debt of the utility; and
(f) Leases.

D) Exhibit E - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

E) Exhibit F - A statement describing the financing of the purchase.

F) Exhibit G - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

G) Exhibit H - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) Exhibit I - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

I) The full name, address and telephone number of the person who has possession of the books and records of the seller.

The books and records of Florida Water are in the possession of:

Melissa Taylor, Esq.
Florida Water Services
1000 Color Place, Apopka, FL,
(407) 598-4205

Pursuant to the Agreement, Florida Water has provided Aqua Utilities with access to the books and records for the systems being sold, and the appropriate books and records for the systems were transferred to Aqua Utilities upon closing.

J) Exhibit N/A - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

K) Exhibit __J__ - A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

L) Exhibit __K__ - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit __L__ - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

(1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;

(2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;

(3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;

(4) the regional planning council;

(5) the Office of Public Counsel;

(6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;

(7) the appropriate regional office of the Department of Environmental Protection; and

(8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

B) Exhibit M - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

C) Exhibit N - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

$1,500 (for water) and $1,500 (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

(1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **$750.**

(2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **$1,500.**

(3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **$2,250.**

(4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be **$3,000.**

PART V **OTHER**

A) Exhibit O - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

B) Exhibit P - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.

C) Exhibit Q - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I, Tony Isaacs (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

Tony Isaacs
Applicant's Signature

Tony Isaacs
Applicant's Name (Typed)

Vice President, Customer Services
Applicant's Title *

Subscribed and sworn to before me this 11th day of August, 2004 by Tony Isaacs who is personally known to me ✓ or ~~produced identification~~ _____
(Type of Identification Produced)

BRENDA MAZURAK
Notary Public - State of Florida
My Commission Expires Jan 12, 2008
Commission # DD263431
Bonded By National Notary Assn.

Brenda Mazurak
Notary Public's Signature

Brenda Mazurak
Print, Type or Stamp Commissioned Name of Notary Public

* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

EXHIBIT A

If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors.

Directors:

Nicholas DeBenedictis, 762 W. Lancaster Ave., Bryn Mawr, PA 19010
David P. Smeltzer, 762 W. Lancaster Ave., Bryn Mawr, PA 19010
Richard D. Hugus, 762 W. Lancaster Ave., Bryn Mawr, PA 19010
Roy H. Stahl, 762 W. Lancaster Ave., Bryn Mawr, PA 19010

Officers:

Chairman - Nicholas DeBenedictis, 762 W. Lancaster Ave., Bryn Mawr, PA 19010
President - Richard D. Hugus, 762 W. Lancaster Ave., Bryn Mawr, PA 19010
Vice President, Operations – Glenn LeBrecque, 6960 Professional Pkwy. E., Ste. 400, Sarasota, FL 34240
Vice President and Chief Financial Officer – David P. Smeltzer, 762 W. Lancaster Ave., Bryn Mawr, PA 19010
Vice President and Treasurer – Kathy L. Pape, 762 W. Lancaster Ave., Bryn Mawr, PA 19010
Vice President and Secretary - Roy H. Stahl, 762 W. Lancaster Ave., Bryn Mawr, PA 19010
Assistant Treasurer – Robert A. Rubin, 762 W. Lancaster Ave., Bryn Mawr, PA 19010
Assistant Secretary – Maria Gordiany, 762 W. Lancaster Ave., Bryn Mawr, PA 19010

EXHIBIT B

A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

The sale of the water and wastewater assets of Florida Water to Aqua Utilities ("Buyer") is in the public interest for numerous reasons, the most important of which are as follows:

Focus on Water Service

The Buyer is a wholly owned subsidiary of Aqua Utilities, Inc., which is a wholly owned subsidiary of Aqua America, Inc. ("Aqua America"), the largest publicly traded, water and wastewater utility based in the United States, which provides service to more than 800,000 customers in thirteen states. The proposed acquisition would place the 63 water and wastewater operations in the hands of an experienced company and industry leader whose sole focus is the provision of high quality water and wastewater service at reasonable prices. The Buyer will fulfill the commitments, obligations and representations of Florida Water with regard to utility matters.

Size and Financing Capability

Florida Water customers will be served by a large, fiscally sound company that has the capability to finance necessary capital additions. To illustrate, as of December 31, 2003, Aqua America's total permanent capitalization was approximately $1.5 billion. As the Commission is well aware, the need to comply with increasingly stringent water quality and environmental standards, while rehabilitating and replacing aging infrastructure, has created substantial demands for capital investment by water and wastewater utilities. Aqua America has become a leader in the area of infrastructure replacement. This undertaking is critically important, not only to assure high quality water service but also to maintain adequate pressures for fire protection purposes. Given its size, access to capital and its recognized strength in system planning, capital budgeting and construction management, Aqua America and its subsidiaries are uniquely well-positioned to provide high quality water and wastewater service. In addition because of its outstanding credit quality, Aqua America can access the capital markets on favorable terms.

Economies of Scale and Scope

As the largest publicly traded water and wastewater utility system based in the United States, Aqua America enjoys substantial economies of scale and scope through mass purchasing of certain goods (e.g., chemicals and equipment) and the provision of centralized services (e.g., the system-wide administration of employee pension and benefit plans). The acquisition of Florida Water's systems presents a further opportunity to extend these economies to Florida Water's customers in such areas as accounting and record keeping, financial and regulatory reporting, customer billing and accounting and customer service.

Commitment to Customer Service

Aqua America is totally committed to providing its customers with the highest quality service at the lowest price. In addition, Aqua America and its subsidiaries have worked in partnership with State and local officials to address the problems faced by smaller systems that may lack the financial and/or technical resources needed to comply with evolving water quality standards. As part of the Aqua America system, the Florida Water properties should be equipped to pursue these opportunities.

Opportunities for Employees

The acquisition offers opportunities to employees of the Florida Water systems for career advancement and professional growth. These opportunities, in turn, will benefit customers by making it possible to recruit, develop and maintain a skilled workforce.

EXHIBIT C

List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

Aqua Utilities does not own any other water or wastewater utilities. However, Aqua Utilities Florida, Inc. is a wholly owned subsidiary of Aqua Utilities, Inc. (formerly AquaSource Utility, Inc.), which is a wholly owned subsidiary of Aqua America. Aqua Utilities, Inc. owns numerous water and wastewater utilities located in Florida, which are listed in the attached table.

TABLE FOR EXHIBIT C

Company	System		County	Co. Code	FPSC Cert. Number
Arredondo	Arredondo Estates-Water	Water	Alachua	WS688	549-W
Arredondo	Arredondo Farms-Water	Water	Alachua	WS688	549-W
Arredondo	Arredondo Farms-Sewer	Sewer	Alachua	WS688	479-S
Crystal River-FPSC	Haines Creek-Water	Water	Lake	WU766	123-W
Crystal River-FPSC	Lake Osborne-Water	Water	Palm Beach	WU787	053-W
Crystal River-FPSC	Ravenswood-Water	Water	Lake	WU766	123-W
Crystal River-FPSC	Rosalie Oaks-Water	Water	Polk	WS772	594-W
Crystal River-FPSC	Rosalie Oaks-Sewer	Sewer	Polk	WS772	510-S
Crystal River-FPSC	The Woods-Water	Water	Sumter	WS768	507-W
Crystal River-FPSC	The Woods-Sewer	Sewer	Sumter	WS768	441-S
Crystal River-Citrus Cty	Castle Lake-Water	Water	Citrus (Non-FPWS)		
Crystal River-Citrus Cty	Kenwood North-Water	Water	Citrus (Non-FPWS)		
Crystal River-Citrus Cty	The Meadows-Water	Water	Citrus (Non-FPWS)		
Crystal River-Citrus Cty	Pine Valley-Water	Water	Citrus (Non-FPWS)		
Crystal River-Citrus Cty	West Citrus-Water	Water	Citrus (Non-FPWS)		
J. Swiderski	48 Estates-Water	Water	Lake	WS822	441-W
J. Swiderski	Kings Cove-Water	Water	Lake	WS822	441-W
J. Swiderski	Kings Cove-Sewer	Sewer	Lake	WS822	371-S
J. Swiderski	Summit Chase-Water	Water	Lake	WS822	441-W
J. Swiderski	Summit Chase-Sewer	Sewer	Lake	WS822	371-S
Jasmine Lakes	Jasmine Lakes-Water	Water	Pasco	WS630	110-W
Jasmine Lakes	Jasmine Lakes-Sewer	Sewer	Pasco	WS630	083-S
Lake Josephine	Lake Josephine	Water	Highlands	WU827	424-W
Lake Suzy	Lake Suzy-Water	Water	DeSoto	WS798	480-W
Lake Suzy	Lake Suzy-Sewer	Sewer	DeSoto	WS798	416-S
Ocala Oaks	Ocala Oaks-Water	Water	Marion	WU174	346-W
Peace River	Peace River-Water	Water	Non-Regulated		
Peace River	Peace River-Sewer	Sewer	Non-Regulated		
Sebring Lakes	Sebring Lakes-Water	Water	Highlands	WU827	424-W
South Seas	South Seas-Sewer	Sewer	Lee	SU821	268-S
Sarasota	Sarasota-Trade Center-Water	Water	Non-FPSC		
Sarasota	Sarasota-All Other Water-Water	Water	Non-FPSC		
Sarasota	Sarasota-Sewer	Sewer	Non-FPSC		
Village Water	Village Water-Water	Water	Polk	WS819	585-W
Village Water	Village Water-Sewer	Sewer	Polk	WS819	503-S

EXHIBIT D

A copy of the Asset Purchase Agreement, including attachments, by and between Florida Water and Aqua Utilities, executed on April 20, 2004, is attached hereto.

(EXECUTION COPY)

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

FLORIDA WATER SERVICES CORPORATION, A FLORIDA CORPORATION,

AS SELLER

AND

AQUA UTILITIES FLORIDA, INC., A FLORIDA CORPORATION,

AS BUYER

DATED AS OF APRIL 20, 2004

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is dated as of April 20, 2004, by and between **FLORIDA WATER SERVICES CORPORATION**, a Florida corporation ("Seller"), and **AQUA UTILITIES FLORIDA, INC.**, a Florida corporation ("Buyer");

W I T N E S S E T H:

WHEREAS, Seller owns potable water production, supply, treatment and distribution systems, alternative water systems, wastewater collection, transmission, treatment and disposal systems and reclaimed water facilities in various incorporated and unincorporated areas in Florida; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the Assets (as hereinafter defined) of Seller for the consideration and on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, ALLETE, INC., a Minnesota corporation ("Allete") and the ultimate corporate parent of Seller, has agreed to provide a guarantee of Seller's obligations pursuant to this Agreement in the form set forth on **Exhibit A**, which Guarantee shall be executed and delivered on the date hereof by Allete.

NOW THEREFORE, the parties, intending to be legally bound, do hereby agree as follows:

1. Definitions and Usage.

1.1. Definitions.

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Section 1.1:

(a) "Accounts Receivable" -- (i) all customer accounts receivable and other rights to payment from customers of Seller within the System; (ii) all other accounts or notes receivable of Seller and the full benefit of all security for such accounts or notes; and (iii) any claim, remedy or other right related to any of the foregoing.

(b) "Affiliate" -- when used in reference to a specified Person, means any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the specified Person.

(c) "Altamonte Systems" -- those systems described in Exhibit 1.1 of that certain Altamonte Springs Asset Purchase Agreement by and between Seller and Buyer of even date herewith.

(d) "Appurtenances" -- all privileges, rights, Easements (as hereinafter defined), hereditaments and appurtenances belonging to or for the benefit of the Land (as hereinafter defined), including all Easements appurtenant to and for the benefit of any Land (a "Dominant Parcel") for, and as the primary means of access between, the Dominant Parcel and a public way, or for any other use upon which lawful use of the Dominant Parcel for the purposes for which it is presently being used is dependent, and all rights existing in and to any streets, alleys, passages and other rights-of-way included thereon or adjacent thereto (before or after vacation thereof) and vaults beneath any such streets.

(e) "Assets" -- as defined in Section 2.1.

(f) "Assignment and Assumption Agreement" -- as defined in Section 2.7(a)(ii).

(g) "Assumed Liabilities" -- as defined in Section 2.4(a).

(h) "Basket Amount" -- as defined in Section 11.5.

(i) "Best Efforts" -- the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to achieve that result as expeditiously as possible, provided, however, that a Person required to use Best Efforts under this Agreement will not be thereby required to take actions that would result in a Material Adverse Effect in the benefits to such Person of this Agreement and the Contemplated Transactions or to dispose of or make any change to its business, expend any material funds, or incur any other material burden.

(j) "Bill of Sale" -- as defined in Section 2.7(a)(i).

(k) "Breach" -- any breach of, or any inaccuracy in, any representation or warranty or any breach of, or a failure to perform or comply with, any covenant or obligation, in or of this Agreement.

(l) "Buyer" -- as defined in the first paragraph of this Agreement.

(m) "Buyer's Closing Documents" -- as defined in Section 4.2(a).

(n) "CERCLA" -- the United States Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.

(o) "Chuluota CUP" -- as defined in Section 2.4(c).

(p) "Cleanup" -- as defined within the definition of "Environmental, Health and Safety Liabilities" in this Section 1.1.

(q) "Closing" -- as defined in Section 2.6.

(r) "Closing Date" -- the date on which the Closing actually takes place.

(s) "Code" -- the Internal Revenue Code of 1986, as amended, or rules and regulations issued by the IRS pursuant to the Internal Revenue Code or any successor law.

(t) "Condemnation Proceeding" -- as defined in Section 13.13(a).

(u) "Confidentiality Agreement" -- as defined in Section 12.

(v) "Contemplated Transactions" -- all of the transactions contemplated by this Agreement.

(w) "Cure Costs" -- as defined in Section 10.14.

(x) "Customer Deposits" -- any amounts deposited with or held by Seller as customer deposits.

(y) "Damages" -- any and all costs, damages, fines, fees, penalties, deficiencies, losses and expenses of any nature whatsoever, including without limitation, interest, court costs, fees of attorneys, accountants and other experts and other expenses of litigation or other proceedings or of any claim, default or assessment.

(z) "Deposit Vendee" -- as defined in Section 10.9.

(aa) "Dominant Parcel" -- as defined within the definition of "Appurtenances" in this Section 1.1.

(bb) "Easements" -- as defined in Section 3.16(b).

(cc) "Effective Time" -- 5:00 p.m. (EST) on the Closing Date.

(dd) "Encumbrance" -- any charge, claim, condition, equitable interest, lien, option, pledge, security interest, mortgage, right-of-way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

(ee) "Environment" -- soil, land surface or subsurface strata, surface waters (including navigable waters and ocean waters), ground waters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

(ff) "Environmental, Health and Safety Liabilities" -- any cost, damages, expense, liability, obligation or other responsibility arising from or under any Environmental Law or Occupational Safety and Health Law, including those consisting of or relating to:

(i) any environmental, health or safety matter or condition (including on-site or off-site contamination, occupational safety and health and regulation of any chemical substance or product);

(ii) any fine, penalty, judgment, award, settlement, legal or administrative proceeding, damages, loss, claim, demand or response, remedial or inspection cost or expense arising under any Environmental Law or Occupational Safety and Health Law;

(iii) financial responsibility under any Environmental Law or Occupational Safety and Health Law for cleanup costs or corrective action, including any cleanup, removal, containment or other remediation or response actions ("Cleanup") required by any Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Body or any other Person) and for any natural resource damages; or

(iv) any other compliance, corrective or remedial measure required under any Environmental Law or Occupational Safety and Health Law.

The terms "removal", "remedial" and "response action" include the types of activities covered by CERLCA.

(gg) "Environmental Law" -- includes all federal, state and, local environmental laws and regulations, including, without limitation: the Clean Water Act (also known as the Federal Water Pollution Control Act), 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; CERCLA; the Superfund Amendment and Reauthorization Act of 1986, Public Law 99-499, 100 Stat., 1613; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; the Safe Drinking Water Act, 42 U.S.C. § 300j-8; and regulations related thereto. Any reference to legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments or notices issued thereunder.

(hh) "Excluded Assets" -- as defined in Section 2.2.

(ii) "Facilities" -- the Land, leasehold, license, easement, right-of-way, prescriptive claim or other interest in real property currently owned by Seller and part of the System, including the Tangible Personal Property, and excluding the Excluded Assets.

(jj) "Feasibility Study" -- as defined in Section 5.1(a).

(kk) "FPSC" -- the Florida Public Service Commission.

(ll) "FPSC Final Order"-- the final order issued by the FPSC approving all of the Contemplated Transactions: (i) which includes a determination of the Rate Base Plant Investment, (ii) which has not been reversed, stayed, enjoined, set aside, annulled or suspended, (iii) with respect to which any waiting period prescribed by law has expired, (iv) as to which all conditions to the Contemplated Transactions applicable to Seller and

prescribed by the final order issued by the FPSC have been satisfied, and (v) with respect to which any applicable appeals period has expired without any appeal being filed, or if such an appeal is filed, such appeal is fully and finally dismissed without the opportunity for further appeal.

(mm) "Governing Documents" -- the articles or certificate of incorporation and the by-laws of Seller.

(nn) "Governmental Authorization" -- any consent, license, registration, or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

(oo) "Governmental Body" -- any:

(i) federal, state, local, municipal, foreign or other government;

(ii) governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal, official or other instrumentality, or entity exercising governmental powers); or

(iii) body exercising any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power.

(pp) "Hazardous Activity" -- the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use of Hazardous Material and the withdrawal, distribution, handling, importing, management, processing, production, refinement, Release, storage, transfer, transportation, treatment or use of ground water or surface water containing Hazardous Material in, on, under, about or from any of the Facilities or any part thereof into the Environment and any other act, business, operation or thing that is or could reasonably by expected to present a risk of harm to persons, property or the Environment on or off the Facilities.

(qq) "Hazardous Material" -- any pollutant, contaminant, substance, material or waste which is regulated by any Governmental Body, including any pollutant, contaminant, material, substance or waste which is defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste", "restricted hazardous waste", "toxic waste" or "toxic substance" under any provision of Environmental Law, and including petroleum, petroleum products, asbestos, presumed asbestos-containing material or asbestos-containing material, urea formaldehyde and polychlorinated biphenyls.

(rr) "Improvements" -- all buildings, structures, fixtures and improvements located on the Land or included in the System, including those under construction.

(ss) "Indemnified Person" -- as defined in Section 11.4(a).

(tt) "Indemnifying Person" -- as defined in Section 11.4(a).

(uu) "Inspection Period" -- as defined in Section 5.1(a).

(vv) "Insured Exception" -- as defined in Section 5.7(c).

(ww) "Inventories" -- all inventories of Seller related to the System, wherever located within the System, including without limitation, all pumps, pipes, valves, plumbing fixtures, chemicals, stored water, spare parts and all other materials and supplies used or to be used by Seller in the operation of the System.

(xx) "IRS" -- the United States Internal Revenue Service and, to the extent relevant, the United States Department of the Treasury.

(yy) "Knowledge" -- means (i) as to Seller, the actual knowledge, upon diligent inquiry and subsequent investigation, of: (1) Forrest Ludsen, President; (2) Mark Schober, Vice-President; (3) Carlyn Kowalsky, Vice-President, General Counsel and Secretary; (4) Judy Kimball, Chief Financial Officer; (5) Craig Anderson, Vice-President Environmental; (6) Ida Roberts, Vice-President Government and Community Affairs; (7) Tony Isaacs, Vice-President, Customer Service and Developer Relations; (8) Nancy Norris, Controller; (9) Kirk Martin, Assistant Secretary; (10) Julie MacLane, Assistant Controller; (11) Woody Hendricks, Assistant Vice-President Operations and Engineering; and (12) Melissa Maurer, Assistant General Counsel; or (ii) as to Buyer, the actual knowledge, upon diligent inquiry and subsequent investigation, of: (1) Roy H. Stahl, Executive Vice President; (2) David P. Smeltzer, Chief Financial Officer; and (3) Mark J. Kropilak, Vice President.

(zz) "Land" -- all parcels and tracts of land in the System set forth in Exhibit A to the Title Commitment.

(aaa) "Lease" -- any real property lease or any lease or rental agreement, license, right to use or related to the System to which Seller is a party and any other Seller Contract pertaining to the leasing or use of any Tangible Personal Property.

(bbb) "Legal Requirement" -- any applicable federal, state, local, municipal, or other constitution, law, ordinance, principle of common law, code, regulation, or statute.

(ccc) "Liability" -- with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person. The term "Liability" includes Environmental, Health and Safety Liabilities.

(ddd) "Material Adverse Effect" or "Material Adverse Change" -- with due consideration to the size and complexity of the Contemplated Transactions, any event, change or effect that is materially adverse, individually or in the aggregate, to the condition (financial or otherwise), properties, Assets, Liabilities, revenues, income, business, operations, results of operations of the System, taken as a whole; provided,

however, that in no event shall any of the following constitute a Material Adverse Change, or be deemed to have a Material Adverse Effect, in the business, operations, Assets, results of operations or condition of the System: (i) any change or effect resulting from conditions affecting the industry in which Seller operates or from changes in general business or economic conditions, (ii) any change or effect resulting from the announcement or pendency of any of the Contemplated Transactions, (iii) any change or effect resulting from compliance by Seller with the terms of, or the taking of any action contemplated or permitted by, this Agreement, or (iv) any change or effect resulting from any change in Legal Requirements. In furtherance of the foregoing, and notwithstanding anything to the contrary set forth in this Agreement, any Material Adverse Effect or any Material Adverse Change with respect to the Assets shall be evaluated on the basis of the System taken as a whole (in the aggregate) and not on an individual plant-by-plant basis.

(eee) "Material Consents" -- as defined in Section 7.3.

(fff) "Occupational Safety and Health Law" -- any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards including Legal Requirements imposed under the Occupational Safety and Health Act.

(ggg) "Omitted Assets" -- as defined in Section 10.14.

(hhh) "Order" -- any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator (in each case whether preliminary or final).

(iii) "Ordinary Course of Business" -- an action taken by a Person will be deemed to have been taken in the Ordinary Course of Business only if that action is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person.

(jjj) "Permits" – as defined in Section 3.18.

(kkk) "Permitted Encumbrances" -- the exceptions set forth in Schedule B, Section 2 of the Title Commitment, together with such other exceptions, encumbrances and matters as may become Permitted Encumbrances as provided in this Agreement.

(lll) "Person" -- an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.

(mmm) "Proceeding" -- any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

(nnn) "Purchase Price" -- as set forth in Section 2.3.

(ooo) "Rate Base Plant Investment" -- for purposes of this Agreement, means the amount of rate base established by the FPSC for the following accounts as of the Closing Date: Plant in Service (including Land), less Accumulated Depreciation, plus Construction Work in Progress ("CWIP"), less Contributions in Aid of Construction ("CIAC"), plus Accumulated Amortization for CIAC.

(ppp) "Real Property" -- the Land and Improvements in the System.

(qqq) "Record" -- information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(rrr) "Related Person" -- any:

(i) Person that directly or indirectly controls, is directly or indirectly controlled by or is directly or indirectly under common control with such specified Person;

(ii) any Person that holds a Material Interest in such specified Person;

(iii) each Person that serves as a director, officer, partner, executor or trustee of such specified Person (or in a similar capacity);

(iv) any Person in which such specified Person holds a Material Interest; and

(v) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity).

For purposes of this definition, (a) "control" (including "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and shall be construed as such term is used in the rules promulgated under the Securities Act of 1933, as amended; (b) the "Family" of an individual includes (i) the individual, (ii) the individual's spouse, (iii) any other natural person who is related to the individual or the individual's spouse within the second degree, and (iv) any other natural person who resides with such individual; and (c) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of voting securities or other voting interests representing at least ten percent (10%) of the outstanding voting power of a Person or equity securities or other equity interests representing at least ten percent (10%) of the outstanding equity securities or equity interests in a Person.

(sss) "Release" -- any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration on or into the Environment.

(ttt) "Representative" -- with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other representative of that Person.

(uuu) "Retained Liabilities" -- as defined in Section 2.4(b).

(vvv) "Seller" -- as defined in the first paragraph of this Agreement.

(www) "Seller Contract" -- those contracts, promises, or undertakings relating to the System as set forth in **Exhibit 2.1(e)** and identified with an asterisk (*).

(xxx) "Seller's Closing Documents" -- as defined in Section 3.2(a).

(yyy) "Service Areas" -- shall mean the areas described in **Exhibit 1.1**, which are the areas wherein Seller holds Certificates to provide water and/or sewer services. Said **Exhibit 1.1** shall be revised as of the date of the Closing to clearly delineate and designate any additions to such areas, and shall be delivered to Buyer at the Closing.

(zzz) "System" -- shall mean the water and sewer systems owned by Seller solely to provide utility service in the Service Areas, including, without limitation, the Assets. "System" also shall include all facilities currently under construction in the Service Areas for which dedication of facilities has not yet occurred.

(aaaa) "Tangible Personal Property" -- all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property (other than Inventories) of every kind owned by Seller (wherever located and whether or not carried on Seller's books) located within the System, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto.

(bbbb) "Tax" -- any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereon imposed, assessed or collected by or under the authority of any Governmental Body or payable under any tax-sharing agreement or any other contract.

(cccc) "Tax Return" -- any return (including any information return), report, statement, schedule, notice, form, declaration, claim for refund or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Legal Requirement relating to any Tax.

(dddd) "Third Party" -- a Person that is not a party to this Agreement.

(eeee) "Third-Party Claim" -- any claim against any Indemnified Person by a Third Party, whether or not involving a Proceeding.

(ffff) "Title Commitment" -- as defined in Section 5.7(a)(i)

(gggg) "Title Company" -- Commonwealth Land Title Company.

(hhhh) "Unbilled Customer Revenue" -- revenue for services provided to customers of the System prior to Closing that have not yet been billed as of the Closing Date, calculated on a basis consistent with Seller's current billing practices.

(iiii) "Unsatisfied B-1 Requirements" -- as defined in Section 5.7(d).

(jjjj) "WARN Act" -- the Worker Adjustment Retraining and Notification Act, 29 U.S.C. § 2101 et seq.

1.2. Usage:

(a) Interpretation. In this Agreement, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(iii) reference to any gender includes each other gender;

(iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(v) "hereunder", "hereof", "hereto", and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof;

(vi) "including" (and with correlative meaning "include") means including by way of example and without limiting the generality of any description preceding such term;

(vii) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding";

(viii) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; and

(ix) the phrase "the date hereof", the "date of this Agreement" or similar phrases means the date first above written.

(b) Legal Representation of the Parties. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

2. Sale and Transfer of System; Closing.

2.1. Assets To Be Sold. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, but effective as of the Effective Time, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of any Encumbrances that have a Material Adverse Effect on Buyer's use and enjoyment of the System other than Permitted Encumbrances, all of Seller's right, title and interest in and to the System, property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located within the System, including the following (but excluding the Excluded Assets):

(a) all Real Property and all Appurtenances;

(b) all Tangible Personal Property;

(c) (1) all plant in service, (2) all plant held for future use, and (3) all construction work in progress;

(d) all Inventories;

(e) all Seller Contracts (other than those constituting Excluded Assets) and all outstanding offers or solicitations made by or to Seller to enter into any Seller Contract as set forth on **Exhibit 2.1(e)**;

(f) all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to Buyer as set forth on **Exhibit 2.1(f)**;

(g) The following Records: (i) all information required by the FPSC to be maintained related to the Assets; (ii) all information provided through the due diligence process; (iii) engineering project files; (iv) electronic map files; (v) plans for engineering projects; (vi) environmental files; (vii) developer files located in the Apopka office; (viii) daily operations logs; (ix) operations files; (x) any consents or administrative orders; (xi) service and warranty records; (xii) equipment logs, operating guides, and manuals located at each plant; (xiii) database of customer accounts; (xiv) updated fixed asset list not warranted for accuracy (previously provided in due diligence); (xv) copies of general

ledger by plant; (xvi) the database for the Sunny Hills Deltona Agreement; (xvii) developer database extract; (xviii) list of electric accounts and telephone accounts by plant; and (xix) the Donelan vehicle maintenance records for vehicles purchased by Buyer;

(h) all claims of Seller against third parties relating to the Assets, whether choate or inchoate, known or unknown, contingent or non-contingent;

(i) all rights of Seller relating to prepaid expenses, claims for refunds and rights to offset in respect thereof and that are not excluded under Section 2.2, and not including Seller letters of credit for which Seller is an applicant;

(j) all deposits by Deposit Vendees as described in Section 10.9 and any accrued interest or earnings thereon through the Closing Date;

(k) the Accounts Receivable as set forth in Section 10.12;

(l) the Customer Deposits as set forth in Section 10.10; and

(m) the rolling stock listed on **Exhibit 2.1(m)**.

All of the property and assets to be transferred by Seller to Buyer hereunder are herein referred to collectively as the "Assets".

The Assets which specifically relate to the provision of water shall, without limitation to the definition stated above, include the specific assets, properties and rights set forth in **Exhibit 2.1.1.**

The Assets which specifically relate to wastewater shall, without limitation to the definition stated above, include the specific assets, properties and rights set forth in **Exhibit 2.1.2**.

2.2. Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, the following assets of Seller (collectively, the "Excluded Assets") (i) are not part of the sale and purchase contemplated hereunder, (ii) are excluded from the Assets, and (iii) shall remain the property of Seller after the Closing:

(a) all cash, cash equivalents and short-term investments; all payments (other than Customer Deposits and any accrued interest or earnings thereon) received by Seller prior to Closing;

(b) all minute books, stock Records and corporate seals;

(c) any shares of capital stock of Seller;

(d) Seller's letters of credit outstanding at the Closing Date and which are listed on **Exhibit 2.2 (d)**;

(e) all insurance policies and rights thereunder;

(f) all of the contracts listed in **Exhibit 2.2(f)**;

(g) Records that Seller is required by law to retain in its possession;

(h) all claims, existing as of the Closing Date, for refund of Taxes and other governmental charges of whatever nature;

(i) all rights in connection with and assets of any employee plans;

(j) all rights of Seller under this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, Buyer's Closing Documents, and Seller's Closing Documents;

(k) the property and assets expressly designated in **Exhibit 2.2(k)**;

(l) the Altamonte Systems; and

(m) the rolling stock listed on **Exhibit 2.2(m)**.

2.3. Purchase Price and Method of Payment. The Purchase Price for the Assets shall be determined as set forth in this Section 2.3. Payments shall be made as follows:

(a) Purchase Price. The Purchase Price for the Assets shall be THIRTEEN MILLION EIGHT HUNDRED AND TWENTY THOUSAND DOLLARS ($13,820,000.00). Buyer shall make such payment at Closing by federal wire transfer.

(b) Transfer Application and Post-Closing Adjustments. Buyer shall, no later than thirty (30) days after the Closing Date, provide to Seller all applicable information required by Rule 25-30.037, Florida Administrative Code. As soon as practicable after Seller receives this information from Buyer, Seller and Buyer shall file a joint application for transfer with the FPSC. Each party shall diligently and promptly respond to any and all requests by the FPSC for additional information and shall use its Best Efforts to provide the FPSC with such information so that a transfer proceeding can be held as soon as possible. Following issuance of the FPSC Final Order, the Purchase Price shall be subject to the adjustments set forth on **Exhibit B**. Accordingly, the Transfer Application shall also include a request for a determination of the Rate Base Plant Investment.

2.4. Liabilities.

(a) Assumed Liabilities. Effective as of the Closing Date, Buyer shall assume and agree to discharge only those Liabilities of Seller related to the Assets being acquired by Buyer (the "Assumed Liabilities") which are specifically listed on **Exhibit 2.4(a)**.

(b) Retained Liabilities. The Retained Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller. "Retained Liabilities" shall mean all Liabilities other than Assumed Liabilities. Except for the Assumed Liabilities, Buyer shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever, whether express or implied, fixed or contingent, whatsoever.

(c) Chuluota CUP No. 8362 Modification. Prior to Closing, Seller shall retain the sole responsibility for diligently pursuing in good faith Consumptive Use Permit No. 8362 Modification, Chuluota, Seminole County, Florida currently pending before the St. Johns River Water Management District ("Chuluota CUP"). Effective as of the Closing Date, and not in derogation of Section 11.2(n) hereinbelow, Buyer shall diligently pursue in good faith the Chuluota CUP. Buyer shall be entitled to settle this matter in its sole discretion; provided, however, that any such settlement is subject to Seller's consent, which shall not be unreasonably withheld; and provided further that Seller shall be deemed to have consented to any such settlement if it fails to object to such settlement in writing within ten days after such settlement is presented to it in writing for approval.

2.5. Allocation.

(a) At Closing, Seller and Buyer shall exchange mutually acceptable and completed IRS Forms 8594, which they shall use to report the sale of the Assets to the IRS in accordance with such allocation.

(b) No party will take a position on any federal, state or local tax return before any Governmental Body that is in any manner inconsistent with the terms of any such allocation without the prior written consent of the other party.

2.6. Closing. The purchase and sale provided for in this Agreement (the "Closing") will take place at the offices of Seller's counsel in the Orlando metropolitan area commencing at 10:00 a.m. (local time) on or before June 30, 2004, unless otherwise mutually agreed to by the parties.

2.7. Closing Obligations. In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing:

(a) Seller shall deliver to Buyer, together with funds sufficient to pay all Taxes necessary for the transfer, filing or recording thereof:

(i) a bill of sale for all of the Assets that are Tangible Personal Property (the "Bill of Sale") (substantially in the form attached hereto as **Exhibit C**) executed by Seller;

(ii) an assignment of all of the Assets that are intangible personal property, including, but not limited to Seller Contracts, which assignment shall also contain Buyer's undertaking and assumption of the Assumed Liabilities (the

"Assignment and Assumption Agreement") (substantially in the form attached hereto as **Exhibit D**) executed by Seller;

(iii) (A) for each fee simple interest in the Real Property, a recordable special warranty deed; (B) for all easement interests, an assignment of easements without warranty; (C) for each leasehold interest, an assignment of lease; or (D) such other appropriate document or instrument of transfer, as the case may require, together with a general assignment by Seller of any and all rights or interests Seller may otherwise have or hold (whether by license, permit, prescriptive right, or otherwise) in respect of its operation of the System, to occupy, use, traverse, spray, percolate through, burrow under, each in form and substance satisfactory to Buyer and its counsel and executed by Seller;

(iv) assignments of all construction work in progress which have not yet been placed in service as of the date of the Closing (such capital improvements which have been placed in service being part of the Facilities which are otherwise conveyed by Seller hereunder);

(v) a certificate executed by Seller as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 7.1 and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 7.2;

(vi) a certificate of the Secretary of Seller (A) certifying, as complete and accurate as of the Closing, attached copies of the Governing Documents of Seller, (B) certifying and attaching all requisite resolutions or actions of Seller's board of directors and shareholders approving the execution and delivery of this Agreement and the consummation of the Contemplated Transactions, and (C) certifying to the incumbency and signatures of the officers of Seller executing this Agreement and any other document relating to the Contemplated Transactions;

(vii) an assignment of all of the applicable Governmental Authorizations held by Seller or any Affiliate required to operate the System; and

(viii) Seller has provided Buyer with a complete and accurate listing of all customers of Seller which pertain to the Assets and/or the System.

(b) Buyer shall deliver to Seller:

(i) the Purchase Price as adjusted by the items listed on the form of closing statement attached hereto as **Exhibit 2.7(b)**, in immediately available funds by wire transfer to a domestic account of a United States bank specified by Seller in a writing delivered to Buyer on or before the Closing Date;

(ii) the Assignment and Assumption Agreement executed by Buyer;

(iii) a certificate executed by Buyer as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 8.1 and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 8.2; and

(iv) a certificate of the Secretary of Buyer (A) certifying, as complete and accurate as of the Closing, attached copies of the Governing Documents of Buyer, (B) certifying and attaching all requisite resolutions or actions of Buyer's board of directors approving the execution and delivery of this Agreement and the consummation of the Contemplated Transactions, and (C) certifying to the incumbency and signatures of the officers of Buyer executing this Agreement and any other document relating to the Contemplated Transactions.

(c) All 2004 Florida real property taxes and personal property taxes on the applicable property, not arising as a result of the Contemplated Transactions, shall be prorated between the parties on the closing statement as of the Closing Date (based upon the 2003 tax bills for such property) in accordance with customary Florida practice.

2.8. Leased Vehicles. Buyer acknowledges that certain rolling stock utilized by Seller in the operation of the System is leased from entities that will not consent to assignment of such leases to Buyer, and that such rolling stock is therefore not included in the Assets to be purchased by Buyer. Seller has provided Buyer with a buy-out cost from the leasing entities as well as a contract for purchase of those vehicles. Buyer shall have ten (10) days after the date of this Agreement to identify which, if any, of such leased vehicles Buyer requests be acquired by Seller from the leasing entities and transferred to Buyer at Closing and execute the contract for purchase of the listed vehicles and submit it to Seller. For each leased vehicle listed in the vehicle purchase contract, such leased vehicle shall be acquired by Seller from the leasing company and transferred to Buyer at Closing. Buyer shall pay Seller at Closing for the acquisition cost of each leased vehicle in accordance with the vehicle purchase contract.

2.9. No Other Representations and Warranties. Except as otherwise expressly provided herein, there are no representations, covenants, or warranties other than those specifically set forth in this Agreement.

3. Representations and Warranties of Seller.

Seller represents and warrants to Buyer as of date of this Agreement as follows:

3.1. Organization and Good Standing. Seller is qualified to do business in the State of Florida. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and the Assets, and to perform all of its obligations under this Agreement. Complete and accurate copies of the Governing Documents of Seller, as currently in effect, will be provided to Buyer prior to Closing.

3.2. Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Upon the execution and delivery by Seller of the agreements to be executed or delivered by Seller at Closing (collectively, the "Seller's Closing Documents"), each of Seller's Closing Documents will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its respective terms. Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and Seller's Closing Documents and, except as disclosed in **Exhibit 3.2(a)**, to perform its obligations under this Agreement and Seller's Closing Documents, and such action has been duly authorized by all necessary action of Seller's shareholders and board of directors.

(b) Neither the execution and delivery of this Agreement by Seller nor the consummation or performance of any of the Contemplated Transactions by Seller will (with or without notice or lapse of time):

(i) breach any provision of any of the Governing Documents of Seller or any resolution adopted by the board of directors or the shareholders of Seller;

(ii) except as disclosed in **Exhibit 3.2(b)(ii)** and **Exhibit 3.2(c)**, breach any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any Seller Contract;

(iii) except as disclosed in **Exhibit 3.2(b)(iii)**, result in the imposition or creation of any Encumbrance upon or with respect to any of the Assets; or

(iv) violate any Legal Requirement.

(c) Except as provided under Section 367.071, Florida Statutes, Seller is not required to give any notice to or obtain any material consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions, except as set forth in **Exhibit 3.2(c)**, and all of the obligations, representations and warranties of the parties hereto under this Agreement are qualified and limited by such requirements as may be imposed pursuant to said Section 367.071, Florida Statutes.

3.3. Regulatory Reports. Seller has delivered or will make available to Buyer the FPSC Annual Reports for the System for 2003, 2002, 2001 and 2000. Seller represents that these reports were prepared in the Ordinary Course of Business in compliance with FPSC rules and regulations and are true, accurate and complete.

3.4. Description of Land. **Exhibit 3.4** contains a description of the Land.

3.5. Description of Leases. **Exhibit 3.5** contains a description of the Leases.

3.6. Taxes.

(a) Tax Returns Filed and Taxes Paid. Seller has filed or caused to be filed on a timely basis all Tax Returns and all reports with respect to Taxes that are or were required to be filed pursuant to applicable Legal Requirements. All Tax Returns and reports filed by Seller are true, correct and complete. Seller has paid, or made provision for the payment of all Taxes that have or may have become due for all periods covered by the Tax Returns or otherwise, or pursuant to any assessment received by Seller, except such Taxes, if any, that are being contested in good faith. There are no Encumbrances on any of the Assets that arose in connection with any failure (or alleged failure) to pay any Tax, and Seller has no Knowledge of any basis for assertion of any claims attributable to Taxes which, if adversely determined, would result in any such Encumbrance.

(b) Specific Potential Tax Liabilities and Tax Situations. All Taxes that Seller is or was required by Legal Requirements to withhold, deduct or collect have been or will be duly withheld, deducted and collected and, to the extent required, have been paid to the proper Governmental Body or other Person.

3.7. Legal Proceedings; Orders.

(a) Except as set forth in **Exhibit 3.7(a)**, there is no pending or, to Seller's Knowledge, threatened Proceeding:

(i) by or against Seller or that otherwise relates to or may affect the System or any of the Assets; or

(ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions.

To the Knowledge of Seller, no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such Proceeding. Seller will promptly deliver or provide access to Buyer copies of all pleadings, correspondence and other documents relating to each Proceeding listed in **Exhibit 3.7(a)**. There are no Proceedings listed or required to be listed in **Exhibit 3.7(a)** that would likely have a Material Adverse Effect on the System and/or the Assets.

(b) Except as set forth in **Exhibit 3.7(b)**, to the Knowledge of Seller, no officer, director, agent or employee of Seller is subject to any Order that prohibits such officer, director, agent or employee from engaging in or continuing any conduct, activity or practice relating to the System or the Assets.

(c) Except as set forth in **Exhibit 3.7(c)**:

(i) Seller is in material compliance with all of the terms and requirements of each Order to which it or any of the Assets is or has been subject;

(ii) To Seller's Knowledge, no event has occurred or circumstance exists that is reasonably likely to constitute or result in a violation of or failure to comply with any term or requirement of any Order to which the Assets are subject which would likely have a Material Adverse Effect on the System or the operation of the System or any portion thereof; and

(iii) Seller has not received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged, possible or potential violation of, or failure to comply with, any term or requirement of any Legal Requirement or Order to which Seller or any of the Assets is or has been subject, that has not already been resolved.

3.8. Absence of Certain Changes and Events. Except as set forth in **Exhibit 3.8**, since January 1, 2004, as to the System, Seller has operated the System only in the Ordinary Course of Business, there has not been any Material Adverse Effect and there has not been:

(a) any material damage to or destruction or loss of any material Asset, whether or not covered by insurance that has not been replaced or which will not be replaced prior to the Effective Time; or

(b) (to the extent the same might be material to the results of operations of the System or a portion thereof) a sale (other than sales of Inventories in the Ordinary Course of Business), lease or other disposition of any material Asset of Seller.

3.9. Environmental Matters.

(a) Except as disclosed in **Exhibit 3.9(a)**, to Seller's Knowledge, Seller is in material compliance with and is not in material violation of or liable under, any Environmental Law, and Seller knows of no reasonable basis for a material violation or Liability.

(b) Except as disclosed in **Exhibit 3.9(b)**, there are no pending or, to the Knowledge of Seller, threatened claims of any material nature arising under or pursuant to any Environmental Law with respect to or affecting any Facility.

(c) Except as disclosed in **Exhibit 3.9(c)**, to Seller's Knowledge there are no Hazardous Materials present on or in the Environment at any Facility, that are not in material compliance with Environmental Laws, including any Hazardous Materials contained in barrels, aboveground or underground storage tanks, equipment (whether movable or fixed) or other containers, either temporary or permanent.

(d) Notwithstanding any provision contained herein to the contrary:

(i) Seller shall not be responsible for any costs associated with contamination which has come to be located on or below the Real Property solely as the result of subsurface migration from a contaminated aquifer from a source or sources outside the Real Property, provided that (a) Seller did not cause,

contribute to, or exacerbate the Release or Threat of Release of the contaminants through an act or omission; (b) the person that caused the Release is not an agent or employee of Seller, and was not in a direct or indirect contractual relationship with Seller; and (c) there is no alternative basis for Seller's Liability for the contaminated aquifer, such as Liability as a generator or transporter of hazardous substances under Section 107(a)(3) and (4) of CERCLA or Liability as an owner by reason of the existence of a source of contamination on Seller's property other than the contamination that migrated in an aquifer from a source outside the Real Property.

(ii) Seller has no Knowledge of any of the conditions described in Section 3.9(d).

3.10. Brokers or Finders. Neither Seller nor any of its Representatives have incurred any obligation or Liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with the sale of the Assets or the Contemplated Transactions.

3.11. Water Quality. Except as set forth in **Exhibit 3.11**, the quality of the drinking water supplied by Seller to its customers is in compliance with the maximum contaminant levels for primary contaminants established by the Safe Drinking Water Act, as amended, the U.S. Environmental Protection Agency, and the State of Florida, in effect, defined, interpreted and enforceable on the date hereof. Specifically excluded from this representation and warranty are any secondary drinking water standards and all maximum contaminant levels not in effect and enforceable on the date of the execution of this Agreement.

3.12. Personal Property. Seller owns the tangible and intangible personal property necessary for the operation of the System in the manner in which the System is presently being operated and Seller has the legal authority to convey such property to Buyer.

3.13. Labor Matters. Seller is not now a party to any collective bargaining agreement or other labor contract, and there is not presently pending or existing, and to the Knowledge of Seller, there is not threatened (i) any strike, slowdown, walkout, picketing, work stoppage, labor arbitration or other Proceeding in respect of the grievance of any employee, (ii) any application or complaint filed by any employee or union with the National Labor Relations Board, or any comparable Governmental Body, (iii) any organizational activity or other labor dispute against or affecting Seller, and no application for certification of a collective bargaining agreement is pending or, to the Knowledge of Seller, is threatened. There is no lockout of any employees by Seller and no such action is contemplated by Seller.

3.14. Compliance with Laws. Except as set forth in **Exhibits 3.7(a), 3.7(c), 3.9(a), 3.9(b), 3.9(c), 3.11,** and **3.15** of this Agreement and the Title Commitment, (i) the System has been operated, and the System is in compliance in all respects with all applicable Legal Requirements to which the System is subject, and (ii) Seller has not received any notice of, nor has Seller Knowledge of, any violation of a material nature of any Legal Requirements with respect to the System.

3.15. Seller Contracts. The Seller Contracts were made in the Ordinary Course of Business, and, to the Knowledge of Seller, are valid, binding and currently in full force and effect. Except as set forth in **Exhibit 3.15**, Seller is not in default under any of the Seller Contracts, and, to the Knowledge of Seller, no event has occurred which, through the passage of time or the giving of notice, or both, would constitute a default by Seller, or give rise to a right of termination or cancellation by another party under any of the Seller Contracts, or cause the acceleration of any Liability of Seller. Except as set forth in **Exhibit 3.15**, to the Knowledge of Seller, no other party is in default under any of the Seller Contracts.

3.16. Real Property. Except as set forth in the Title Commitment, with respect to the Real Property and the Leases:

(a) Except as set forth in **Exhibit 3.16**, all Florida real estate taxes or assessments which are due and payable on the Land have been paid in full;

(b) To the Knowledge of Seller, Seller is not in material default in the performance of any obligation under the Leases or easements necessary to the proper operation and maintenance of the System (the "Easements"), and to the Knowledge of Seller, none of the other parties to the Leases or Easements, is in material default in the performance of its obligations thereunder; the Leases and Easements are in full force and effect; and Seller has not assigned its rights under the Leases or Easements;

(c) Except as set forth in **Exhibit 3.16**, Seller has not leased or granted to any other Person or entity the right to use or occupy all or any portion of the Real Property, and the Real Property is not subject to an option or right to purchase in favor of any Person or entity; and

(d) Except as set forth in **Exhibit 3.16**, no material consents to or approval of the Contemplated Transactions are required from any Person or entity under the terms of the Leases or Easements, and to the extent a material consent or approval is required on or before Closing, Seller shall, at its sole cost, obtain such consent, in form reasonably satisfactory to Buyer.

(e) Notwithstanding anything to the contrary contained herein, Buyer's sole recourse for any Breach by Seller of Seller's representations or warranties in this Section 3.16 shall be governed by, and subject to the limitations of, Section 10.14.

3.17. Books and Records. All of the books of account and other financial and corporate records provided by Seller to Buyer pursuant to Section 2.1 herein are true, accurate and complete.

3.18. Permits. Except as set forth in **Exhibit 3.18**, (i) Seller has timely obtained, or applied and meet the requirements for, all permits of each Governmental Body having jurisdiction over Seller, or any of its properties or assets, required to operate and carry on the System as now being conducted (the "Permits"), and has timely applied to renew any such Permits for which such renewal application is required, and (ii) the Permits of Seller are in full force and effect such that the absence of or compliance with the requirements of any such Permit, restrictions upon or lack of force or effect of any such Permits (either obtained or applied for)

would not have a Material Adverse Effect. Seller has not received notice that any Permit is being considered for non-renewal, termination, revocation or suspension.

3.19. Insurance. Seller has maintained, and will continue to maintain until the Closing Date, the insurance set forth in **Exhibit 3.19**, which insurance covers the tangible real and personal property and assets of Seller, whether owned or leased, against loss or damage by fire or other casualty. All such insurance is in full force and effect as of the date of this Agreement and is either self-insured or carried with insurers licensed in the states affected by such policies.

3.20. Absence of Certain Business Practices. To the Knowledge of Seller, neither Seller nor any Person acting on its behalf has, directly or indirectly, within the past six (6) years given any gift or similar benefit in violation of any Legal Requirement to any customer, supplier, governmental employee or other Person who is or may be in a position to help or hinder the System (or assist Seller in connection with any actual or proposed transaction) which subjects Seller to any damage or penalty in any civil, criminal or governmental litigation or Proceeding.

4. Representations and Warranties of Buyer.

Buyer represents and warrants to Seller as follows:

4.1. Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with full power and authority to complete the Contemplated Transactions.

4.2. Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon the execution and delivery by Buyer of the agreements to be executed or delivered by Buyer at Closing (collectively, the "Buyer's Closing Documents"), each of Buyer's Closing Documents will constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms. Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and Buyer's Closing Documents and, subject to the receipt of all relevant Governmental Authorizations, to perform its obligations under this Agreement and Buyer's Closing Documents, and such action has been duly authorized by all necessary corporate action.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer will give any Person the right to prevent, delay or otherwise interfere with any of the Contemplated Transactions pursuant to:

(i) any provision of Buyer's Governing Documents;

(ii) any resolution adopted by the board of directors or the shareholders of Buyer;

(iii) any Legal Requirement or Order to which Buyer may be subject; or

(iv) any contract to which Buyer is a party or by which Buyer may be bound.

Buyer is not and will not be required to obtain any consent from any Person in connection with the execution and delivery of this Agreement or, subject to the receipt of all relevant Governmental Authorizations, the consummation or performance of any of the Contemplated Transactions.

4.3. Certain Proceedings. Except as set forth on **Exhibit 4.3**, there is no pending Proceeding that has been commenced against Buyer that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions. To Buyer's Knowledge, except as set forth on **Exhibit 4.3**, no such Proceeding has been threatened.

4.4. Brokers or Finders. Neither Buyer nor any of its Representatives have incurred any obligation or Liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with the purchase of the Assets or the Contemplated Transactions.

5. Covenants of Seller Prior to Closing.

5.1. Access and Investigation.

(a) Buyer and its agents and consultants shall have a period commencing on the date hereof and ending thirty (30) days after the date hereof (the "Inspection Period") in which to undertake, at Buyer's expense, any and all physical inspections and other investigations of and concerning the Real Property as Buyer, in its sole and absolute discretion, may deem appropriate or necessary for the determination by Buyer as to the sufficiency and desirability of the Real Property for the purposes and uses intended by Buyer, including, without limitation, obtaining and reviewing zoning approvals or regulations, surveys, percolation tests, engineering studies, soil and environmental tests, utilities, title, licenses, permits, Easements, parking availability and capacity, and leases and tests relating to the condition and structural soundness of Improvements (the "Feasibility Study").

(b) During the Inspection Period, and upon reasonable advance notice received from Buyer and subject to any applicable confidentiality obligations, Seller shall: (a) afford Buyer and its Representatives reasonable access, during regular business hours, to Seller's personnel, properties (including subsurface testing), contracts, Governmental Authorizations, books and Records and other documents and data, such rights of access to be exercised in a manner that does not unreasonably interfere with the operations of Seller; (b) furnish Buyer with copies of all contracts, Governmental Authorizations, books and Records and other existing documents and data; (c) furnish Buyer with financial, operating and other relevant data and information; and (d) otherwise cooperate, to the extent reasonably requested by Buyer, with Buyer's

investigation of the properties, the Assets and financial condition related to Seller. Buyer, on its own behalf and on behalf of its Representatives and as a condition precedent to the exercise of such right of entry, specifically agrees to defend, indemnify and save and hold Seller harmless from and against any loss, damage, Liability, suit, claim, cost or expense (including reasonable attorneys' fees) arising from the exercise by Buyer or its Representatives of such right of entry and inspection.

(c) Buyer also agrees that should it cause any physical damage to the Real Property occasioned as a result of the exercise of the right of entry and inspection, including any soil borings or similar physical tests or examinations, then Buyer shall repair such property to substantially the condition that existed prior to such test or examination promptly upon the completion of any such entry or inspection.

(d) In the event the results of the Feasibility Study are, in Buyer's sole and absolute discretion, unacceptable to Buyer and Buyer so notifies Seller of that fact in writing within the Inspection Period, then this Agreement and all rights and Liabilities hereunder (except for those which specifically survive) shall be terminated.

5.2. Operation of the System. Except as otherwise expressly approved by Buyer in writing, between the date of this Agreement and the Closing Date, Seller:

(a) shall operate the System in the Ordinary Course of Business;

(b) shall use its Best Efforts to preserve intact its current business organization, and maintain its relations with suppliers, customers, landlords, creditors, employees, agents and others having business relationships with it;

(c) shall confer with Buyer prior to implementing operational decisions of a material nature which are not in the Ordinary Course of Business;

(d) shall keep in full force and effect all rights relating to the System and/or the Assets other than those rights, the absence of which would not have a Material Adverse Effect;

(e) shall comply with all Legal Requirements and contractual obligations applicable to the operation of the System for which the failure to comply would have a Material Adverse Effect;

(f) shall cooperate with Buyer and shall assist Buyer in (i) identifying the Governmental Authorizations required by Buyer to operate the System from and after the Closing Date and (ii) either transferring existing Governmental Authorizations of Seller to Buyer, where permissible, or obtaining new Governmental Authorizations for Buyer;

(g) upon request from time to time, shall execute and deliver all documents, shall make all truthful oaths, testify in any Proceedings and do all other acts that may be reasonably necessary to consummate the Contemplated Transactions; and

(h) shall maintain all books and Records of Seller relating to the System in the Ordinary Course of Business.

5.3. Required Approvals. As promptly as practicable after the date of this Agreement, Seller shall make, or cause to be made, all filings required by Legal Requirements to be made by Seller to consummate the Contemplated Transactions. Seller also shall cooperate, and cause its Related Persons to cooperate, with Buyer (a) with respect to all filings Buyer shall be required by Legal Requirements to make, and (b) in obtaining all Material Consents identified in **Exhibit 3.2(c)**. Seller shall provide the information required by it for the application for transfer with the FPSC in accordance with Section 2.3(b) of this Agreement.

5.4. Notification. Between the date of this Agreement and the Closing Date, Seller shall promptly notify Buyer in writing if Seller or any of its Representatives becomes aware of (a) any fact or condition that causes or constitutes a Breach of any of Seller's representations and warranties herein as of the date of this Agreement or (b) the occurrence after the date of this Agreement of any fact or condition that would or be reasonably likely to (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had that representation or warranty been made as of the time of the occurrence of, or Seller's discovery of, such fact or condition. During the same period, Seller also shall promptly notify Buyer of the occurrence, in Seller's Knowledge, of any Breach of any covenant of Seller in this Section or of the occurrence, in Seller's Knowledge, of any event that may make the satisfaction of the conditions in Section 7 impossible or unlikely.

5.5. Best Efforts. Seller shall use its Best Efforts to cause the conditions in this Agreement to be satisfied on or before the Closing Date, except as otherwise provided herein.

5.6. Payment of Liabilities. Seller shall pay or otherwise satisfy in the Ordinary Course of Business all of its Liabilities and obligations as they come due.

5.7. Current Evidence of Title/Survey.

(a) Title and Survey.

(i) Seller, at its sole cost and expense, shall cause to be delivered at Closing, in the form of a closing endorsement, an ALTA owner's title insurance policy (10-17-92 with Florida modifications) on the Land, as herein defined, for the full amount of the Purchase Price issued by the Title Company pursuant to the Title Commitment and subject to the Permitted Encumbrances as provided herein. Seller shall prepare and deliver to Buyer within fifteen (15) days after the date of this Agreement an ALTA owner's title insurance commitment issued to Buyer on the Land (the "Title Commitment"). Seller shall also deliver to Buyer a copy of any existing surveys of the Land in Seller's possession.

(ii) Within fifteen (15) days from the receipt of the Title Commitment, Buyer shall deliver to Seller (A) a list of Schedule B-Section 2 Exceptions which appear on the Title Commitment and to which Buyer objects; and (B) Buyer's proposed title cure efforts with respect to such title objections.

(iii) Not later than five (5) days after Seller receives Buyer's title objections, Seller shall notify Buyer which of the objections, if any, Seller shall attempt to cure prior to or at the Closing or on a post-closing basis, including when and in what manner said items are to be cured (and as to any matters to be handled on a post-closing basis, Seller shall include a draft of a proposed post-closing agreement). If Buyer is dissatisfied with Seller's response or lack of response, Buyer has ten (10) days from receipt of Seller's response or the date upon which Seller is required to reply, to either: (A) terminate this Agreement, in which event this Agreement shall become null and void and neither party shall have any further obligation to the other; or (B) agree to accept the exceptions which appear on the Title Commitment and which are not identified as those which are to be cured by Seller prior to or at the Closing and such matters shall also be deemed to constitute Permitted Encumbrances hereunder.

(iv) If Seller agrees to attempt to cure certain title objections under Section 5.7(a)(iii) above, but fails to do so by Closing, Buyer has the right at Closing to either: (A) agree to close the transaction and accept the uncured title objections as Permitted Encumbrances hereunder, or (B) terminate this Agreement, in which event this Agreement shall become null and void and neither party shall have any further obligation to the other.

(b) Future Encumbrances. From the date of this Agreement until Closing, Seller shall notify Buyer of any further encumbrance of which Seller becomes aware and which appears of record on the Land and Buyer shall have the right to object to such encumbrances. If Buyer objects to any of such encumbrances, Seller shall have the right but not the obligation to attempt to cure the same. If Seller fails to cure or remove such encumbrances by Closing, Buyer shall have the right to either (i) agree to close the transaction and accept such uncured title objections as Permitted Encumbrances hereunder, or (ii) terminate this Agreement, in which event this Agreement shall become null and void and neither party shall have any further obligation to the other.

(c) Insured Exceptions. Any title objection that the Title Company is willing to insure over is herein referred to as an "Insured Exception". The Insured Exceptions, together with the exceptions to title set forth in the Title Commitment which are not objected to by Buyer and any title exceptions or matters disclosed by a survey and not objected to by Buyer in the manner aforesaid shall also be deemed to be acceptable to Buyer and constitute Permitted Encumbrances.

(d) B-1 Requirements. Seller shall in good faith attempt to comply with the requirements of Schedule B Section 1 of the Title Commitment. At least ten (10) days prior to the Closing, Seller shall identify any Schedule B Section 1 Requirements that will not be satisfied as of the Closing (collectively, the "Unsatisfied B-1 Requirements") together with Seller's proposal, if any, as to how to handle the same (and Seller shall include a draft post-closing agreement, which agreement shall include provisions for the establishment of an escrow account in an amount necessary to satisfy any liens or monetary encumbrances and for the administration of this escrow account (the "Post Closing Agreement"), as to such Unsatisfied B-1 Requirements). Unless a mutually

acceptable Post Closing Agreement has been reached prior to Closing, the Unsatisfied B-1 Requirements shall not include any liens or monetary encumbrances, and all such items shall be satisfied by Seller on or prior to Closing. In the event that there are any Unsatisfied B-1 Requirements that are not subject to a mutually agreed upon Post-Closing Agreement, as provided above, Buyer shall have the option to either: (i) terminate this Agreement and all rights and Liabilities hereunder (except those which specifically survive); or (ii) accept such proposal of Seller with respect to such Unsatisfied B-1 Requirements and proceed with the Closing, and such requirements shall be deemed to constitute Permitted Encumbrances hereunder. If the transaction closes, Buyer shall reasonably cooperate with Seller, at Seller's expense, in satisfying the Unsatisfied B-1 Requirements, including, but not limited to, the exercise of eminent domain powers if requested by Seller.

(e) Title Agent. The parties agree that legal counsel for Seller (i.e., Sobering, White & Luczak, P.A.) is the title agent and/or closing agent for the subject transaction and specifically waive any actual or potential conflict regarding the same.

(f) Survey. Buyer, at Buyer's sole cost and expense, may obtain surveys of the Land by a professional surveyor registered as such with the State of Florida. If a survey shows any gaps, overlaps, encroachments or other survey related defects relating to the Land that materially and adversely impact the use of the Land for its intended utility purpose, Buyer shall notify Seller in writing of the specific defect no later than fifteen (15) days from the date hereof, and the same shall be treated as a title defect and handled in accordance with subsection (a). In the event that Buyer would like to have any standard survey exceptions deleted or modified in the title policy, Buyer shall deliver to Seller's attorneys not later than fifteen (15) days from the date hereof properly certified and current original surveys of the specified fee parcels which comply with Section 627.7842(1)(a), Florida Statutes, and are acceptable to the Title Company. As to each such survey timely delivered by Buyer, Seller shall include in the title policy a "blanket exception" as to the applicable fee parcel/survey (i.e., "as to Parcel ___, all matters which appear on the survey by _____, P.L.S. dated _____") together with any other appropriate qualifications necessitated by the survey or the Title Company.

6. Covenants of Buyer Prior to Closing.

6.1. Required Approvals. As promptly as practicable after the date of this Agreement, Buyer shall make, or cause to be made, all filings required by Legal Requirements to be made by Buyer to consummate the Contemplated Transactions. Buyer also shall cooperate, and cause its Related Persons to cooperate, with Seller (a) with respect to all filings Seller shall be required by Legal Requirements to make, and (b) in obtaining all Material Consents identified in **Exhibit 3.2(c)**. Buyer shall provide the information required by it for the application for transfer with the FPSC in accordance with Section 2.3(b) of this Agreement.

6.2. Best Efforts. Buyer shall use its Best Efforts to cause the conditions in this Agreement to be satisfied on or before the Closing Date, except as otherwise provided herein.

7. Conditions Precedent to Buyer's Obligation to Close.

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.1. Accuracy of Representations. All of Seller's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall have been accurate in all material respects as of the date of this Agreement and shall be accurate in all material respects as of the time of the Closing as if then made. Seller shall provide Buyer a statement as to the continuing accuracy of such representations and warranties as of the time of the Closing. If the statement discloses that a representation or warranty is not accurate and such inaccuracy would have a Material Adverse Effect on the System, the Assets, or Seller's ability to perform its material obligations under this Agreement, then Buyer may terminate this Agreement.

7.2. Seller's Performance. All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

7.3. Consents.

(a) Seller shall use its Best Efforts to obtain each of the material consents identified by Seller with an "X" in the column labeled " Seller will use Best Efforts" in **Exhibit 3.2(c)** prior to Closing. Seller shall continue to use its Best Efforts to obtain such material consents after Closing to the extent the same have not been acquired prior to Closing.

(b) Seller shall obtain each of the material consents identified by Seller with an "X" in the column labeled "Seller will obtain consent" in **Exhibit 3.2(c)** prior to Closing.

(c) The material consents listed in **Exhibit 3.2(c)** shall be collectively referred to as the "Material Consents".

7.4. Additional Documents. Seller shall have caused a legal opinion in the form attached hereto as **Exhibit 7.4**, to be delivered to Buyer and the documents and instruments required by Section 2.7(a) and the following documents to be delivered (or made available) to Buyer:

(a) The Articles of Incorporation and all amendments thereto of Seller, duly certified as of a recent date by the Secretary of State;

(b) A certificate to be provided by Seller:

(i) evidencing the accuracy of all of Seller's representations and warranties;

(ii) evidencing the performance by Seller of, or the compliance by Seller with, any covenant or obligation required to be performed or complied with by Seller;

(iii) evidencing the satisfaction of any condition referred to in this Section 7; and

(iv) evidencing the release of all liens and security interests other than Permitted Encumbrances (but excluding any Permitted Encumbrances that encumber the Assets).

(c) The Assignment and Assumption Agreement;

(d) The Bill of Sale; and

(e) The ALTA owner's title insurance policy referenced in Section 5.7(a)(i).

7.5. No Conflict. Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly, materially contravene or conflict with or result in a material violation of or cause Buyer or any Related Person of Buyer to suffer any Material Adverse Effect under (a) any applicable Legal Requirement or Order, or (b) any valid Legal Requirement or Order that has been entered by any Governmental Body.

7.6. No Injunction. There shall not be in effect any Legal Requirement or any injunction or other Order that (a) prohibits the consummation of the Contemplated Transactions and (b) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

7.7. System Operators. A sufficient number of employees of Seller shall have accepted offers of employment with Buyer as is reasonably required for Buyer to operate the System in the same manner as the System was operated by Seller as of the date of this Agreement.

8. Conditions Precedent to Seller's Obligation to Close.

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

8.1. Accuracy of Representations. All of Buyer's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall have been accurate in all material respects as of the date of this Agreement and shall be accurate in all material respects as of the time of the Closing as if then made.

8.2. Buyer's Performance. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered

collectively), and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

8.3. Additional Documents. Buyer shall have caused a legal opinion in the form attached hereto as **Exhibit 8.3**, to be delivered to Seller and the documents and instruments required by Section 2.7(b) and the following documents to be delivered or made available to Seller:

(a) such other documents as Seller may reasonably request for the purpose of:

(i) evidencing the accuracy of all of Buyer's representations and warranties;

(ii) evidencing the performance by Buyer of, or the compliance by Buyer with, any covenant or obligation required to be performed or complied with by Buyer; or

(iii) evidencing the satisfaction of any condition referred to in this Section.

8.4. No Injunction. There shall not be in effect any Legal Requirement or any injunction or other Order that (a) prohibits the consummation of the Contemplated Transactions and (b) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

9. Termination.

9.1. Termination Events. By notice given prior to or at the Closing, but subject to a five (5) day opportunity for the party receiving notice to cure, and further subject to Section 9.2, this Agreement may be terminated as follows:

(a) by Buyer, if a Breach of any material provision of this Agreement has been committed by Seller and such Breach has not been waived by Buyer;

(b) by Seller, if a Breach of any material provision of this Agreement has been committed by Buyer and such Breach has not been waived by Seller;

(c) by Buyer, if any condition in Section 7 has not been satisfied as of the date specified for Closing or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement), and Buyer has not waived such condition on or before such date;

(d) by Seller, if any condition in Section 8 has not been satisfied as of the date specified for Closing or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement), and Seller has not waived such condition on or before such date;

(e) by mutual consent of Buyer and Seller;

(f) by Buyer, if the Closing has not occurred on or before June 30, 2004, or such later date as the parties may agree upon, unless Buyer is in material Breach of this Agreement; or

(g) by Seller, if the Closing has not occurred on or before June 30, 2004, or such later date as the parties may agree upon, unless Seller is in material Breach of this Agreement.

9.2. Effect of Termination. Each party's right of termination under Section 9.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 9.1, all obligations of the parties under this Agreement will terminate, except that the obligations of the parties in this Section 9.2 will survive; provided, however, that, if this Agreement is terminated because of a Breach of this Agreement by the non-terminating party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the non-terminating party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired. Neither Buyer nor Seller shall be liable to the other in the event that after the execution of this Agreement there occurs (i) a change of law that prevents the Closing, (ii) any action by a third party that prevents the Closing, or (iii) any order by a Governmental Agency or court that prevents the Closing.

10. Additional Covenants.

10.1. Seller Employees.

(a) Seller shall provide Buyer with a list of Seller's employees and other pertinent information with respect to such employees as reasonably requested by Buyer.

(b) No later than 5:00 p.m. on the day which is fifteen (15) days after the date of this Agreement, Buyer shall deliver to Seller a written list of all Seller's employees to whom Buyer will offer employment as of the Closing Date upon terms and conditions comparable to those applicable to Buyer's other employees in Florida. Seller shall be responsible for payment of all wages, salaries and benefits accrued and payable to individuals employed by Seller through the Effective Time and Buyer shall be responsible for payment of all wages, salaries and benefits, under Buyer's benefit plans, relating to the employees hired by Buyer for the period commencing on and from the Effective Time. Seller will comply with the WARN Act, if applicable, or any similar federal, state or local legislation with respect to such employee matters in connection with the Contemplated Transactions. It is expressly understood and agreed that Buyer is not and shall not be responsible or liable, directly or indirectly, for payment of any benefits, severance liability, compensation, pay or other obligations, of whatever nature, due or alleged to be due to any employee of Seller, whether or not hired by Buyer, attributable to any time period up to or as a result of Closing.

10.2. Payment of all Taxes Resulting From Sale of Assets by Seller. Seller shall pay in a timely manner all Taxes resulting from or payable in connection with the sale of the Assets pursuant to this Agreement.

10.3. **Payment of Other Retained Liabilities.** Seller shall pay, or make adequate provision for the payment, in full when due, of all of the Retained Liabilities and other Liabilities of Seller under this Agreement. If any such Liabilities are not so paid or provided for, or if Buyer reasonably determines that failure to make any payments will impair Buyer's use or enjoyment of the Assets or operation of the System, Buyer may, upon ten (10) days notice, at any time after the Closing Date, elect to make all such payments directly (but shall have no obligation to do so) and will invoice Seller to reimburse Buyer.

10.4. Removing Excluded Assets. Within sixty (60) days after the Closing Date, Seller shall remove all Excluded Assets from all Facilities and other Land to be occupied by Buyer. Such removal shall be done in such manner as to avoid any damage to the Facilities and other properties to be occupied by Buyer and any disruption to the operation of the System after the Closing. Any damage to the Assets or to the Facilities resulting from such removal shall be paid promptly by Seller. Should Seller fail to remove the Excluded Assets as required by this Section 10.4, Buyer shall have the right, but not the obligation, (a) to remove the Excluded Assets at Seller's sole cost and expense; (b) to store the Excluded Assets and to charge Seller all storage costs associated therewith; (c) to treat the Excluded Assets as unclaimed and to proceed to dispose of the same under the laws governing unclaimed property; or (d) to exercise any other right or remedy conferred by this Agreement or otherwise available at law or in equity. Seller shall promptly reimburse Buyer for all costs and expenses incurred by Buyer in connection with any Excluded Assets not removed from the Land by Seller within the timeframe provided above.

10.5. Reports and Returns. Seller shall promptly after the Closing prepare and file all reports and returns required by Legal Requirements relating to the Assets and/or the System, to and including the Effective Time.

10.6. Assistance in Proceedings. Seller and Buyer will cooperate with each other and their respective counsel in the contest or defense of, and make available their respective personnel and provide any testimony and access to their respective books and Records in connection with, any Proceeding involving or relating to (a) any Contemplated Transaction, or (b) any action, activity, circumstance, condition, conduct, event, fact, failure to act, incident, occurrence, plan, practice, situation, status or transaction on or before the Closing Date involving Buyer, Seller, the System or the Assets.

10.7. Retention of and Access to Records.

(a) After the Closing Date, Buyer shall retain for a period consistent with Buyer's record-retention policies and practices those Records of Seller delivered to Buyer. Buyer also shall provide Seller and its Representatives reasonable access thereto, during normal business hours to enable them to prepare financial statements or tax returns or deal with tax audits.

(b) After the Closing Date, Seller shall retain for a period consistent with Seller's record-retention policies and practices its records relating to the System. Seller also shall provide Buyer and its Representatives reasonable access to Records that are Excluded Assets, during normal business hours for any reasonable business purpose specified by Buyer in such notice.

10.8. Further Assurances. Subject to the provisions of this Agreement, the parties shall cooperate reasonably with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the Contemplated Transactions.

10.9. Deposits by Deposit Vendees. Seller has supplied to Buyer that certain Development Agreement dated November 6, 1989 by and between the Deltona Corporation and Sunny Hills Utilities (now known as Florida Water) and other documents relating to deposits made by land contract vendees ("Deposit Vendee") pursuant to land contracts for which deposits Seller has agreed to give the relevant Deposit Vendee a credit equal to such deposits made by such Deposit Vendee against service availability charges which such Deposit Vendee would have to pay at the time it obtains water and/or sewage service from the System. Seller has provided Buyer with a complete and accurate listing of all deposits made by Deposit Vendees and the credit due such Deposit Vendees. After Closing, some of such Deposit Vendees will continue to make such deposits and Seller agrees to promptly after Closing provide the balance of the escrow account containing such deposits to Buyer and notify the Deltona Corporation that all such future deposits shall be paid to Buyer and shall supply Buyer with evidence that it has done so. Buyer does hereby agree that it will provide utility service to such Deposit Vendees and shall give the relevant Deposit Vendee a credit against the service availability charges at the time it supplies such Deposit Vendee with service, which credit will be in an amount equal to that which Seller is, at Closing obligated to give the relevant Deposit Vendee plus the amount of deposits that Buyer receives after Closing from such Deposit Vendee pursuant to this Section 10.9.

10.10. Customer Deposits. Seller shall transfer to Buyer by electronic fund transfer all Customer Deposits, including any interest earned, accrued or due thereon. Such transfer shall occur, at the election of Buyer, on either the Closing Date or promptly following the termination of the Transition Services Agreement. Upon receipt of the Customer Deposits, Buyer will (i) assume responsibility for maintaining accurate books and records of the funds, and (ii) Liability for repaying the Customer Deposits plus accrued interest.

10.11. Regulatory Approval Contingency. The parties acknowledge and agree that the FPSC has the power and jurisdiction to approve or disapprove the Contemplated Transactions. The sale and transfer of the Assets pursuant to this Agreement is contingent, as a post-Closing matter, upon receipt of the FPSC Final Order. In the event that the FPSC denies such approval or imposes conditions on such approval that would have a Material Adverse Effect on either Buyer or Seller, then the System shall be repurchased by Seller via the same means the System was purchased by Buyer pursuant to this Agreement, and the obligations of Seller and Buyer under this Agreement shall be reversed for purposes of such repurchase. Seller agrees that in the

event of such repurchase, Seller will reimburse Buyer for capital expenditures made for the improvement of the System, provided such expenditures are made in accordance with Seller's 2004 and 2005 budget for the System or are otherwise required to maintain the System in good working order or to comply with applicable Legal Requirements. From and after the Closing, and until the FPSC Final Order is issued, or the repurchase of the System by Seller, whichever occurs first, Buyer shall operate the System in the Ordinary Course of Business and in compliance with all applicable agreements, laws, rules and regulations with due care such that the System, if repurchased by Seller, shall be in as good a condition as it was on the Closing Date, ordinary wear and tear excepted. Damage to the System above and beyond the foregoing shall be deducted from the repurchase price to be paid by Seller in the event of a repurchase of the System by Seller.

10.12. Accounts Receivable and Unbilled Customer Revenue. Seller shall furnish to Buyer, at least ten (10) days prior to Closing, a listing of all Accounts Receivable and Unbilled Customer Revenue. A summary of such listing , as of February 29, 2004, is attached hereto as **Exhibit 10.12**. Seller shall assign to Buyer at Closing, the Accounts Receivable and Unbilled Customer Revenue and all rights of collection therefor in accordance with the following terms. At the Closing, Buyer shall reimburse Seller for the sum of Accounts Receivable that are not more than sixty (60) days in arrears plus ninety-eight percent (98%) of Unbilled Customer Revenue. Unbilled Customer Revenue shall be based upon the actual billings for the month immediately preceding the month of the Closing and shall be prorated through the Closing Date based on the number of days that have elapsed since the last billing period. All amounts received by Seller through the Closing Date for Accounts Receivable which were collected by Seller subsequent to the date Seller provided Buyer with the list of Accounts Receivable, shall be credited to Buyer at the Closing. After the Closing, Seller will promptly pay to Buyer any payments received by Seller on a customer's account. At Closing, Buyer shall pay Seller for the book value of Seller's meter inventory in stock ten (10) days prior to Closing.

10.13. Transition Services Agreement. Buyer shall notify Seller within fifteen (15) days from the date of this Agreement if it chooses to utilize the Transition Services Agreement provided in **Exhibit 10.13**. If Buyer so notifies Seller, at Closing, Seller and Buyer will execute the Transition Services Agreement.

10.14. Documents after the Closing. Subject to the limits contained herein, from time to time after Closing, each party hereto shall, upon request of the other, execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further acts, special warranty deeds, assignments, bills of sale, transfers or other documentation for (i) confirming or correcting title in the name of Buyer or its successor(s) or perfecting possession and ownership by Buyer or its successor(s) of any or all of the System and/or the Assets, including the establishment of record of Easements for all Facilities which are a part of the System in existence or use at the time of the execution of this Agreement, or (ii) otherwise fulfilling the obligations of the parties hereunder. Specifically, for a period of one (1) year from the Closing Date, should the parties discover that certain land parcels, Easements, or other real estate rights owned or enjoyed by Seller at Closing and necessary to the proper operation and maintenance of the System, the Assets, and/or the Facilities had not been transferred to Buyer or its successor(s) at Closing in accordance with this Agreement (such assets are referred to herein as the "Omitted Assets"), then the parties agree that Seller shall execute or cause to be executed all appropriate

documents including, but not limited to, deeds, easements and bills of sale necessary to convey such ownership or rights to Buyer or its successor(s), at no cost to Buyer; provided such conveyances may be accomplished without resort to litigation, expenditure or reimbursement of monies, or other extraordinary means, except as specifically provided herein. With respect to those Omitted Assets which consist of above-ground facilities, for a period of one (1) year from the Closing Date, Seller shall be obligated to reimburse Buyer for actual reasonable costs, including attorneys fees (the "Cure Costs"), incurred in order to acquire the minimum legal rights necessary to establish Buyer's right to use such above-ground facilities in the manner used by Seller on the Closing Date, provided further that Seller shall not be responsible for the Cure Costs unless and until Buyer shall have sustained cumulative Cure Costs of TEN THOUSAND DOLLARS ($10,000.00). Once the aggregate Cure Costs exceed TEN THOUSAND DOLLARS ($10,000.00), Seller shall provide indemnification for all Cure Costs incurred up to a maximum amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00); and (ii) Seller shall have no obligation under this Section 10.14 to cure Permitted Encumbrances.

11. Indemnification; Remedies.

11.1. Indemnification by Buyer. From and after the Effective Time, Buyer will reimburse, indemnify and hold Seller and its affiliates, officers and directors harmless from and against any and all Liabilities, obligations, Damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

(a) the Assumed Liabilities that are specifically assumed by Buyer pursuant to Section 2.4(a);

(b) the provision of water and/or wastewater service by Buyer for the period following the Effective Time;

(c) regulatory compliance for events that occur following the Effective Time that are not attributable to events that occurred prior to the Effective Time;

(d) the failure of Buyer to perform any of its covenants following the Effective Time;

(e) any misrepresentation, Breach of warranty or non-fulfillment of any agreement or covenant on the part of Buyer under this Agreement, or from any misrepresentation in, or omission from, any exhibit or information furnished by Buyer pursuant to this Agreement;

(f) any claim for a brokerage commission or finder's fee made by any party claiming by or through Buyer; and

(g) the enforcement of this Section 11.1.

11.2. Indemnification by Seller. From and after the Effective Time, but subject to the limitations contained in Section 11.5, Seller will reimburse, indemnify and hold Buyer and its affiliates, officers, and directors harmless from and against any and all Liabilities, obligations,

Damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

(a) the Retained Liabilities;

(b) the provision of water and/or wastewater service by Seller for the period prior to the Effective Time;

(c) issues of regulatory compliance, including any Environmental, Health and Safety Liabilities, for events or occurrences, and claims by Third Parties for events or occurrences, that occurred prior to the Effective Time;

(d) the ownership or operation of the System on or prior to the Effective Time;

(e) Seller's failure to perform any of its covenants to be performed following the Effective Time;

(f) any misrepresentation, Breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, or from any misrepresentation in, or omission from, any exhibit or information furnished by Seller pursuant to this Agreement;

(g) any claim by any present or former employee of Seller relating to his or her employment with Seller, including, but not limited to, claims regarding Seller's handling of accrued sick leave, accrued vacation leave, termination bonuses, severance payment and/or compensatory time;

(h) any uncompensated negative effect on the rates or rate base of Buyer required by the FPSC as a result of any docketed gain on sale proceeding for any water or wastewater system, including, but not limited to, the System being sold to Buyer as well as the systems that were previously sold to a various governmental entities;

(i) any non-payment or underpayment of, or deficiency in the Taxes to be paid by Seller, and any interest, additions to tax, or penalties thereon, for any period up to and including the Effective Time, or as claimed to be due prior to the Effective Time by any taxing authority from Seller or upon or measured by the properties, assets or income of Seller;

(j) with the exception of those matters that are specifically excluded as the responsibility of Seller by Section 3.9(d) of this Agreement, Damages (including costs of cleanup, containment or other remediation, natural resource damages, and costs incurred to bring the System into compliance with Environmental Laws) arising from or in connection with any Third Party bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any Person or any Assets in any way arising from the ownership or operation of the System or any of the Facilities

on or prior to the Effective Time, the environmental condition of any Facility existing on or prior to the Effective Time, any Hazardous Activity conducted by Seller prior to the Effective Time, the Release or threat of Release of any Hazardous Material by Seller or in connection with the ownership or operation of the System at any time on or prior to the Effective Time;

(k) any claim for a brokerage commission or finder's fee made by any party claiming by or through Seller;

(l) any claims against Buyer arising from any claim in Section 3.7, except the Assumed Liabilities;

(m) the enforcement of this Section 11.2; and

(n) In the event (i) the St John's River Water Management District issues a final order imposing a ban on additional connections or denying an increase in the consumptive use permit allocation for the Chuluota service area, and (ii) Buyer has exhausted its administrative remedies without reversal of such final order, and (iii) Buyer is unable to provide water to developers who have paid Contributions in Aid of Construction ("CIAC") prior to the Effective Time, and (iv) Buyer refunds such CIAC to developers upon written demand therefor by such developer, then Seller shall indemnify Buyer for any refund of CIAC Buyer makes to those developers. However, in the event within two (2) years after any such indemnity payment is made, a developer previously refunded in accordance with this Section makes a CIAC payment to Buyer for the same real property for which the original CIAC payment was made, then Buyer shall refund to Seller the indemnity payment for such CIAC. Buyer shall not object to the intervention by Seller in any administrative or judicial proceeding relating to the aforesaid consumptive use permit.

11.3. Survival of Indemnification Obligations.

(a) All representations, warranties, covenants and obligations in this Agreement, the certificates delivered pursuant to Section 2.7, and any other certificate or document delivered pursuant to this Agreement shall survive the Closing and the consummation of the Contemplated Transactions for a period of two (2) years from the Closing Date. Notwithstanding the foregoing, the representations and warranties contained in Section 3.9 hereof shall survive the Closing and the consummation of the Contemplated Transactions until the expiration of the applicable statute of limitations for the underlying claim.

(b) Except for the matters identified in (c) below, Buyer shall have the right to make claims for indemnification hereunder with respect to all indemnification claims for which Buyer notifies Seller during the period of two (2) years following the Closing Date.

(c) Seller's indemnities provided in Sections 11.2(a), (e), (g), (h), (i), (k) and (l) shall survive Closing.

11.4. Third-Party Claims.

(a) Promptly after receipt by a Person entitled to indemnity (an "Indemnified Person") of notice of the assertion of a Third-Party Claim against it, such Indemnified Person shall give notice to the Person obligated to indemnify under such Section (an "Indemnifying Person") of the assertion of such Third-Party Claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any Liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person's failure to give such notice.

(b) If an Indemnified Person gives notice to the Indemnifying Person of the assertion of a Third-Party Claim, the Indemnifying Person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (i) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate or (ii) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Section 11.4 for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, (i) such assumption will conclusively establish for purposes of this Agreement that the claims made in that Third-Party Claim are within the scope of and subject to indemnification, and (ii) no compromise or settlement of such Third-Party Claims may be effected by the Indemnifying Person without the Indemnified Person's consent unless (A) there is no finding or admission of any violation of Legal Requirement or any violation of the rights of any Person; (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (C) the Indemnified Person shall have no Liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent. If notice is given to an Indemnifying Person of the assertion of any Third-Party Claim and the Indemnifying Person does not, within ten (10) days after the Indemnified Person's notice is given, give notice to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person will be bound by any determination made in such Third-Party Claim or any compromise or settlement effected by the Indemnified Person.

(c) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it or its Related Persons other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise

or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

(d) Seller hereby consents to the nonexclusive jurisdiction of any court in which a Proceeding in respect of a Third-Party Claim is brought against any Buyer Indemnified Person for purposes of any claim that a Buyer Indemnified Person may have under this Agreement with respect to such Proceeding or the matters alleged therein and agree that process may be served on Seller with respect to such a claim anywhere in the world.

(e) With respect to any Third-Party Claim subject to indemnification under this Section:

(i) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep each other fully informed of the status of such Third-Party Claim and any related Proceedings at all stages thereof where either the Indemnified Person or the Indemnifying Person is not represented by its own counsel; and

(ii) the parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

(f) With respect to any Third-Party Claim subject to indemnification under this Section, the parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all confidential information and the attorney-client and work-product privileges. In connection therewith, each party agrees that:

(i) it will use its best efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of confidential information (consistent with applicable law and rules of procedure); and

(ii) all communications between any party hereto and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

11.5. Limitations on Liability. Seller shall not be liable for any indemnification given by Seller pursuant to this Agreement unless and until Buyer shall have sustained cumulative losses as a result of one or more claims under such indemnification of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) (the "Basket Amount"). Once the aggregate of losses exceeds the Basket Amount, the maximum liability for which Seller shall provide indemnification of a loss or losses under this Agreement shall not exceed the amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000.00). Notwithstanding the

foregoing, the limitations described in this Section 11.5 shall not apply to Sections 11.2 (a), (e), (g), (h), (i), (k) and (l).

12. Confidentiality.

Notwithstanding any other term of this Agreement, Buyer acknowledges that it is an affiliate of Aqua America, Inc. (f/k/a Philadelphia Suburban Corporation) and is bound by the terms of that Mutual Confidentiality and Non-Disclosure Agreement, dated October 21, 2003, entered into by and between Seller and Philadelphia Suburban Corporation (the "Confidentiality Agreement").

13. General Provisions.

13.1. Expenses. Except as otherwise provided in this Agreement, each party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Contemplated Transactions, including all fees and expense of its Representatives. Seller will pay all amounts payable to the Title Company in respect of the Title Commitment, copies of exceptions and the Title Policy, including premiums (including premiums for endorsements) and search fees. If this Agreement is terminated, the obligation of each party to pay its own fees and expenses will be subject to any rights of such party arising from a Breach of this Agreement by another party.

13.2. Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties):

As to Seller:	Florida Water Services Corporation 1000 Color Place Apopka, Florida 32703 Attention: Forrest Ludsen Telephone: (407) 598-4201 Fax: (407) 598-4219 E-mail: forrestl@florida-water.com
with a mandatory copy to:	Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 North Eola Drive Orlando, Florida 32801 Attention: Morey Raiskin, Esquire Telephone: (407) 843-4600 Fax: (407) 843-4444 E-mail: morey.raiskin@lowndes-law.com

with a mandatory copy to:	Deborah Amberg VP/General Counsel 30 West Superior Street Duluth, Minnesota 55802 Telephone: (218) 723-3964 Fax: (218) 723-3960 E-mail: damberg@allete.com
As to Buyer:	Aqua Utilities Florida, Inc. 762 West Lancaster Avenue Bryn Mawr, Pennsylvania 19010 Attention: Roy H. Stahl, Esquire Telephone: (610) 645-1035 Fax: (610) 645-1061 E-mail: rhstahl@aquaamerica.com
with a mandatory copy to:	Piper Rudnick LLP One Liberty Place 1650 Market Street, Suite 4900 Philadelphia, Pennsylvania 19103 Attention: Peter J. Tucci, Esquire Telephone: (215) 656-3341 Fax: (215) 606-3341 E-mail: peter.tucci@piperrudnick.com

13.3. Jurisdiction; Service of Process. Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction shall be brought in the courts of the State of Florida, County of Orange, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction in any other court. The parties agree that either or both of them may file a copy of this Section 13.3 with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

13.4. Waiver; Remedies Cumulative. The rights and remedies of the parties to this Agreement are cumulative and not alternative and the parties hereto reserve all legal and equitable rights that each of them may have with respect to the matters addressed in this Agreement. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent

permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement. Notwithstanding the foregoing, the respective indemnification obligations of the parties set forth in this Agreement are the exclusive remedies of the parties and their successors, assigns or others seeking to claim by, through or on behalf of a party, under this Agreement, and no other remedy or remedies, whether arising under any applicable law, common law or otherwise, may be used, asserted or prosecuted in connection with this Agreement and any transaction, occurrence, or omission arising from, in connection with or otherwise based upon this Agreement; provided, however, that all equitable remedies shall remain available other than rescission, which shall not be an available remedy of either party hereto, or their respective successors and assigns, under or pursuant to this Agreement. This Section 13.4 shall not be applicable in the specific instances in which a party hereto has committed fraud.

13.5. Entire Agreement and Modification. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter (including any letter of intent between Buyer and Seller) and constitutes (along with the Confidentiality Agreement, exhibits and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by Buyer and Seller.

13.6. Assignments, Successors and No Third-Party Rights. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section.

13.7. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

13.8. Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Sections" refer to the corresponding Sections of this Agreement.

13.9. Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

13.10. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida without regard to conflicts-of-laws principles that would require the application of any other law.

13.11. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

13.12. Radon Gas. RADON IS NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM THE COUNTY PUBLIC HEALTH UNIT.

13.13. Eminent Domain.

(a) Between the date hereof and the Closing Date, Seller shall immediately notify Buyer if a Governmental Authority commences condemnation, expropriation, eminent domain or similar Proceedings affecting all or any portion of the Real Property, the Facilities or the System (a "Condemnation Proceeding").

(b) Between the date hereof and the Closing Date, with respect to any Condemnation Proceeding, Seller shall not enter into any settlement without the prior written consent of Buyer unless: (i) the settlement pays Seller at least rate base for the condemned property as compensation from the Governmental Authority; (ii) Seller shall deposit any monies resulting from any such settlement that do not exceed said rate base into a separate escrow account, together with fifty percent (50%) of the monies resulting from any such settlement that do exceed said rate base; and (iii) Seller shall cause such monies to be transferred from Seller to Buyer on the Closing Date; provided, however, that Seller shall be entitled to retain as an Excluded Asset or otherwise, fifty percent (50%) of any monies resulting from any such settlement that exceeds said rate base.

(c) In the event that a Condemnation Proceeding is pending at the time of Closing, Seller shall assign Seller's rights to the proceeds of any such Condemnation Proceeding to Buyer at Closing, and Buyer shall be substituted for Seller as the party in interest to such Condemnation Proceeding. Buyer shall submit any claim for attorney's fees and costs of Seller in such Condemnation Proceeding prior to Closing to the court and shall remit to Seller any attorneys' fees awarded by the court for Seller's attorneys' fees and costs.

(d) Except as set forth in **Exhibit 13.13(d)**, there are no Condemnation Proceedings pending or, to the Knowledge of Seller, threatened. **Exhibit 13.13(d)** sets

forth all private condemnation proceedings that have been initiated against Seller under a statutory power of condemnation.

13.14. Exhibits. All exhibits identified in this Agreement shall be deemed to be attached hereto and incorporated herein by such reference, unless otherwise expressly set forth herein.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed, sealed and delivered in the Presence of the following witnesses:

Carlyn Kowalsky
Signature of Witness
Carlyn Kowalsky
Printed Name of Witness

Melissa Maurer
Signature of Witness
Melissa Maurer
Printed Name of Witness

"SELLER":

FLORIDA WATER SERVICES CORPORATION, a Florida corporation

By: Forrest L. Ludsen
Printed Name: Forrest L. Ludsen
Title: President

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of the following witnesses:

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

"BUYER":

AQUA UTILITIES FLORIDA, INC.,
a Florida corporation

By: _____
Printed Name: _____
Title: _____

(CORPORATE SEAL)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed, sealed and delivered in the Presence of the following witnesses:

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

"SELLER":

FLORIDA WATER SERVICES CORPORATION, a Florida corporation

By:_____
Printed Name:_____
Title:_____

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of the following witnesses:

Maria Gordiany
Signature of Witness
Maria Gordiany
Printed Name of Witness

Signature of Witness

Printed Name of Witness

"BUYER":

AQUA UTILITIES FLORIDA, INC.,
a Florida corporation

By:
Printed Name: Nicholas DeBenedictis
Title: Chairman

(CORPORATE SEAL)

EXHIBIT A

ALLETE, INC. GUARANTEE

THIS GUARANTEE (this "**Guarantee**"), entered into as of [April 2], 2004, is given by **ALLETE, Inc.**, a Minnesota corporation, (the "**Guarantor**"), as the ultimate corporate parent company of **FLORIDA WATER SERVICES CORPORATION**, a Florida corporation ("FWSC"), in favor of **Aqua Utilities Florida, Inc.**, a Florida corporation (the "**Guarantee Party**").

RECITALS

A. FWSC and the Guarantee Party have entered into that certain Asset Purchase Agreement, dated [April 2], 2004 (the "**Asset Purchase Agreement**").

B. Pursuant to the Asset Purchase Agreement, FWSC is to deliver this Guarantee of the Guarantor with respect to the due performance of the obligations of FWSC under the Asset Purchase Agreement for the benefit of the Guarantee Party.

C. The Guarantee Party desires to have the Guarantor guarantee such obligations of FWSC under the Asset Purchase Agreement.

D. Although signed on the date hereof, this Guarantee shall only become effective and binding at and upon the date of the Closing of the Asset Purchase Agreement.

E. Any terms or phrases not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals (which are each incorporated by reference herein) and the promises set forth in this Guarantee, and for other good and valuable consideration, the receipt, nature and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Obligation. Upon and after the Closing of the Asset Purchase Agreement, the Guarantor hereby absolutely, unconditionally and irrevocably guarantees full and prompt payment and performance when due of all of the obligations of FWSC under the Asset Purchase Agreement (the "**Obligations**"). Except as provided in Section 12 of this Guarantee, once effective, this Guarantee is continuing and absolute, shall remain in full force and effect, and shall not be released, diminished, impaired or terminated until all of the Obligations have been indefeasibly paid, performed or otherwise satisfied, as applicable, (including the Guarantee Party's costs of collection, satisfaction or performance in connection with the enforcement of this Guarantee) finally and fully (notwithstanding, without limitation, the bankruptcy, insolvency or dissolution or

termination of the existence of FWSC or the Guarantor, or their respective successors or assigns).

2. Nature of Guarantee. The Obligations of the Guarantor shall be primary and effective immediately upon the non-performance of the Obligations of FWSC under the Asset Purchase Agreement. No delay or omission on the Guarantee Party's part in exercising any right hereunder shall operate as a waiver of such right or any other right and a waiver on one occasion shall not be a bar to or waiver of any right on any other occasion.

3. Guarantor Claims and Defenses. The Guarantor shall have and exercise, without limitation, any and all defenses, claims and discharges of FWSC pertaining to any of the Obligations, including the defense of discharge by payment, performance or other satisfaction, as applicable, as if the Guarantor were FWSC. However, the Guarantor will not assert, plead or enforce against the Guarantee Party any defense of discharge in bankruptcy, incapacity or usury that may be available to FWSC in respect of any of the Obligations.

4. Amendments; Waiver; Laches; Remedies. No amendment or waiver of any provision of this Guarantee nor consent to any departure by the Guarantor therefrom shall be effective unless the same shall be in writing and signed by the Guarantee Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Guarantee Party to exercise, and no delay in exercising any right under this Guarantee with respect to any of the Obligations shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Guarantee, or otherwise with respect to any of the Obligations preclude any other or further exercise thereof or the exercise of any other right. The remedies provided for in this Guarantee with respect to any of the Obligations are cumulative and not exclusive of any remedies provided by law.

5. Guarantee of Returned Payments. If, at any time, all or any part of any payments made by FWSC, the Guarantor, or their respective successors and permitted assigns, or any of their respective Affiliates, to the Guarantee Party are or must be rescinded or returned by or otherwise disgorged from the Guarantee Party as a result of the insolvency, bankruptcy or reorganization of FWSC, the Guarantor, its successors or any permitted assignee of the Guarantor, such payments shall, for the purposes of this Guarantee, to the extent that such payment is or must be rescinded or returned to any individual or entity, be deemed to have continued in existence notwithstanding the prior receipt by the Guarantee Party, and this Guarantee shall continue to be effective or reinstated, as the case may be, as to the Obligations, each and all as though such respective payments had not been made.

6. Costs and Expenses of Enforcement. The Guarantor agrees to pay the reasonable fees, costs and other expenses, including reasonable attorneys fees, incurred by the Guarantee Party in connection with any successful effort by the Guarantee Party to collect or otherwise enforce the provisions of this Guarantee, whether or not said fees,

costs or expenses are incurred by the Guarantee Party after the expiration of this Guarantee (so long as a claim under this Guarantee was made prior to expiration).

7. Entire Agreement. This Guarantee constitutes the entire agreement between the Guarantor and the Guarantee Party with respect to the subject matter hereof and supercedes any prior understandings, agreements or representations by or between the Guarantor and the Guarantee Party, written or oral, to the extent they related in any way to the subject matter hereof.

8. Governing Law. This Guarantee shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota.

9. Submission to Jurisdiction. Each of the parties submits to the jurisdiction of any state or federal court sitting in Minneapolis, Minnesota, or Philadelphia, Pennsylvania, in any action or proceeding arising out of or relating to this Guarantee and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Guarantee in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto.

10. Succession and Assignment.

(a) This Guarantee shall be binding upon and inure to the benefit of the Guarantor and the Guarantee Party and their respective successors and permitted assigns.

(b) The Guarantor may not assign this Guarantee or any rights, interests or obligations hereunder without the prior written approval of the Guarantee Party. The Guarantor shall provide prompt written notice to the Guarantee Party of any proposed assignment.

(c) The Guarantee Party may not assign this Guarantee or any rights, interests or obligations hereunder without the prior written approval of the Guarantor. The Guarantee Party shall provide prompt written notice to the Guarantor of any proposed assignment.

11. Equitable Relief. The Guarantor expressly acknowledges and agrees that damages alone will not be an adequate remedy for any breach by the Guarantor, or its assignees, of the covenants set forth in this Guarantee, and that the Guarantee Party, in addition to any other remedies it may have, shall be entitled to seek, as a matter of right, injunctive relief, including specific performance, in any court of competent jurisdiction with respect to any breach of this Guarantee by the Guarantor, or any of its assignees, of any such covenants. Notwithstanding the foregoing, the Guarantee Party's remedies hereunder shall be cumulative and shall not be limited to the equitable remedies

described above; no choice of one remedy shall preclude the assertion or enforcement of any other remedy available to the Guarantee Party, including monetary damages.

12. Termination of Guarantee. Notwithstanding any provision of this Guarantee to the contrary, this Guarantee shall terminate and be of no further force or effect upon the earlier to occur of the full and final performance, satisfaction or expiration of all of the Obligations. Upon such final performance, termination or satisfaction, the Guarantor and its permitted assignee(s) shall have no further obligations hereunder.

IN WITNESS WHEREOF, the Guarantor has executed this Guarantee as of the date first written above.

ALLETE, INC.

By _____
Name: JAMES K. VIZANKO
Title: SENIOR VICE PRESIDENT

EXHIBIT B

POST-CLOSING PURCHASE PRICE ADJUSTMENTS

After Closing and following issuance of the FPSC Final Order, the Purchase Price shall be subject to the following adjustment:

Adjustment:

As part of the FPSC transfer application referenced in Section 2.3(b) of this Agreement, the parties will request the FPSC to establish the Rate Base Plant Investment as of the Closing Date. The request for the establishment of the Rate Base Plant Investment shall be summarized in a format consistent with the format shown on Exhibit B-1, attached hereto, recognizing that: (1) more detail will be needed by the FPSC; and (2) the actual numbers will reflect Seller's books as of the Closing Date while the numbers shown on Exhibit B-1 reflect Seller's books as of December 31, 2003. It is recognized by the parties that the FPSC may determine an amount of Rate Base Plant Investment that is different from the amount requested in the transfer application.

To the extent that the FPSC determines that the Rate Base Plant Investment is equal to $16,522,962.55, then there shall be no adjustment to the Purchase Price amount of $13,820,000.

To the extent that the FPSC determines that the Rate Base Plant Investment is less than $16,522,962.55, then the amount of that difference shall be paid by Seller to Buyer as a reduction to the Purchase Price.

To the extent that the FPSC determines that the Rate Base Plant Investment is greater than $16,522,962.55, then the amount of that difference shall be paid by Buyer to Seller as an addition to the Purchase Price. As an example of the foregoing scenario, assuming that the FPSC determines that the Rate Base Plant Investment is $16,622,962.55, then the amount of $100,000 shall be paid by Buyer to Seller, thereby making the Purchase Price equal to $13,920,000 (being the amount of $13,820,000 plus $100,000).

Any such Purchase Price Adjustment shall be made within fifteen (15) days after issuance of the FPSC Final Order.

EXHIBIT B-1

	Orange	Polk	Seminole HarmonyHms	Seminole Chuluota	Seminole CentCommPk	Putnum	Lake	Pasco	Brevard	Volusia	Highlands	Washington	Total
Water	264,253.82	1,154,833.88	76,104.80	3,847,673.60	0.00	1,794,536.62	4,848,110.28	511,570.94	37,412.84	157,975.53	329,007.50	2,156,714.55	15,178,194.36
Wastewater	0.00	2,454,011.32	0.00	2,307,098.66	1,383,935.41	869,647.31	1,725,996.55	986,357.65	0.00	509,008.20	327,675.24	580,690.43	11,144,420.77
General Plant	0.00	34,058.74	5,426.21	109,875.42	55,731.82	68,921.00	140,683.61	11,936.62	0.00	3,047.32	620.83	113,687.90	543,989.47
lant in Service (including Land)	264,253.82	3,642,903.94	81,531.01	6,264,647.68	1,439,667.23	2,733,104.93	6,714,790.44	1,509,865.21	37,412.84	670,031.05	657,303.57	2,851,092.88	26,866,604.60
ccumulated Depreciation	(102,625.23)	(150,380.52)	(13,762.05)	(1,102,126.87)	(685,897.56)	(491,861.89)	(2,077,548.75)	(379,922.06)	(25,259.21)	(184,604.21)	(319,803.66)	(1,386,413.58)	(6,920,205.59)
let Plant in Service	161,628.59	3,492,523.42	67,768.96	5,162,520.81	753,769.67	2,241,243.04	4,637,241.69	1,129,943.15	12,153.63	485,426.84	337,499.91	1,464,679.30	19,946,399.01
WIP	0.00	207,049.03	1,095.77	448,905.71	82,989.01	102,793.09	3,812.10	0.00	0.00	25,123.47	1,397.57	44,881.26	918,047.01
IAC	(61,574.68)	(554,359.22)	(498.24)	(2,421,520.78)	(593,182.09)	(284,456.73)	(1,340,851.87)	(614,097.19)	(2,860.72)	(141,761.83)	(357,061.47)	(156,494.02)	(6,528,718.84)
IAC - Amort	31,772.71	169,633.01	296.24	284,188.80	242,961.38	139,557.77	563,455.05	389,045.75	(832.02)	69,888.45	234,381.32	62,886.91	2,187,235.37
ate Base Plant Investment	131,826.62	3,314,846.24	68,662.73	3,474,094.54	486,537.97	2,199,137.17	3,863,656.97	904,891.71	8,460.89	438,676.93	216,217.33	1,415,953.45	16,522,962.55

Exhibit C

Form of Bill of Sale
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that **Florida Water Services Corporation**, a Florida corporation ("**Seller**") for the sum of TEN and No/100 Dollars ($10.00) and other good and valuable consideration, paid by **Aqua Utilities Florida, Inc.**, a Florida Corporation ("**Buyer**"), the receipt of which is hereby acknowledged pursuant to that certain Asset Purchase Agreement between the parties, dated _____, 2004 (the "**Purchase Agreement**") among others, hereby grants, sells, assigns, and conveys to Buyer all its right, title, and interest in and to all of the personal property, both tangible and intangible, of the Assets, as such term is defined in the Purchase Agreement, including but not limited to, the following:

1. All water and wastewater treatment plants, including reuse and reclaimed water wells, water supplies, wells, collection, transmission, and distribution system piping, pumping, and effluent and disposal facilities of every kind and description whatsoever including without limitation, all trade fixtures, leasehold improvements, licenses, lift stations, pumps, generators, controls, tanks, distribution, collection or transmission pipes or facilities, valves, meters, service connections, and all other physical facilities, appurtenances and property installations used in the operation of the Assets, as described in the Purchase Agreement;

2. All items of inventory including but not limited to, all equipment, parts, tools, chemicals, computer hardware and associated SCADA software (to the extent transferable without cost), office fixtures and other personal property owned by Seller and used exclusively in connection with the operating of the Assets, as described in the Purchase Agreement;

3. All current customer records, as-built surveys, water and wastewater plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, studies, non-corporate accounting, and non-corporate business records, that related exclusively to the description and operation of the Assets, as described in the Purchase Agreement;

4. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and rights to construct, maintain and operate the Assets, as described in the Purchase Agreement;

5. All customer deposits for customers served by the Assets and interest earned thereon received by Seller up to and including the date hereof; and

6. All utility service fees due and payable on and subsequent to the date hereof pursuant to lot installment sales contracts payable by third parties with respect to the Assets for the benefit of Seller.

7. All right, title, and interest in and to all warranties, if any, in favor of Seller related to the Assets, as described in the Purchase Agreement.

Notwithstanding the foregoing, Seller does not hereby convey to Buyer those certain Excluded Assets, as described in Section 2.2 of the Purchase Agreement.

Seller represents and warrants that it is providing all of its ownership interest in and to the above-referenced property and has removed or provided for the removal of all liens, security interests, or encumbrances, other than Permitted Encumbrances (as such term is defined in the Purchase Agreement).

All capitalized terms utilized herein, and not otherwise defined herein, shall have the meanings ascribed thereto in the Purchase Agreement. The terms and conditions contained in the Purchase Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, this instrument shall be effective as of the __ day of _____, 2004.

Witnessed:

_____
Print Name: _____

_____
Print Name: _____

Florida Water Services Corporation,
a Florida corporation

By: _____
Forrest L. Ludsen, President

\448786v01\11/17/03\18726.020300

Exhibit D
Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION OF PERMITS AND GOVERNMENTAL APPROVALS

THIS ASSIGNMENT AND ASSUMPTION OF PERMITS AND GOVERNMENTAL APPROVALS (this "**Assignment**") is made and entered into this ___ day of _____, 2004, by and between **FLORIDA WATER SERVICES CORPORATION**, a Florida corporation ("**Assignor**") and **AQUA UTILITIES FLORIDA, INC**, a Florida corporation ("**Assignee**"). Capitalized terms not defined herein shall have the meaning(s) ascribed to them in that certain Asset Purchase Agreement dated _____ __, 2004 (the "**Purchase Agreement**").

WITNESSETH:

WHEREAS, Assignor has as of this date conveyed to Assignee, pursuant to the Purchase Agreement, all of the real and personal property, both tangible and intangible, which comprise the Assets, as described in the Purchase Agreement; and

WHEREAS, included within the assets Assignor intends to convey to Assignee, and Assignee intends to accept, are all of Assignor's rights and obligations under those certain consents, licenses, certificates of authorization, registrations or permits issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement, identified on **Exhibit "A"** attached hereto and made a part hereof (collectively the "**Permits**").

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with $10.00 and other good and valuable consideration exchanged between the parties, the parties do undertake, promise and agree for themselves, their permitted successors and assigns as follows:

1. Assignor hereby, conveys and assigns unto Assignee, its successors and assigns, all right, title and interest of Assignor in the Permits, together with all other related recorded or unrecorded rights, privileges, licenses, permits, certificates, and any other governmental approvals in connection with the Assets, as described in the Purchase Agreement; provided however, that, other than as contained in the Purchase Agreement, Assignor makes no representation or warranty that the Permits are legally sufficient.

2. Between the Signature Date and the date of this Assignment, Assignor has complied with all Legal Requirements applicable to the Permits. Except as otherwise set forth in the Purchase Agreement, Assignee hereby accepts the transfer and assignment of the Permits as set forth in Paragraph 1 herein, and assumes the performance, obligations, duties and liabilities of Assignor under such Permits as of the date hereof. As of the date of this Assignment, and pursuant to the Purchase Agreement, Assignor's obligations and responsibilities to act under such Permits shall cease and terminate and Assignor shall have no further liabilities or obligations with respect to the

Permits, except for those obligations and responsibilities which accrued prior to the date of this Assignment. Assignor shall indemnify and hold Assignee harmless from and against any loss, claims, costs and expenses arising in connection with the Permits attributable to the period prior to the date hereof. Assignee shall indemnify and hold Assignor harmless from and against any loss, claims, costs and expenses arising in connection with the Permits attributable to the period after the date hereof, to the extent permitted by law without waiver of sovereign immunity.

3. Assignor covenants and agrees with Assignee and its successors and assigns that Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment. Further, Assignor hereby irrevocably constitutes and appoints Assignee and its successors and assigns the true and lawful attorneys for Assignor to do all acts and things necessary under and pursuant to the Permits with like power and as fully as Assignor could or might have done.

4. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their successors and assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

5. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within that state. Nothing herein shall be construed to waive any defense of sovereign immunity that Assignee may be lawfully entitled to assert under applicable Florida law.

6. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

7. This Assignment incorporates the Purchase Agreement and by reference all definitions, terms, provisions, conditions and limitations set forth therein. In the event of any conflict or inconsistency between the Purchase Agreement and the definitions, terms, provisions, conditions and limitations set forth therein and those which are set forth in this Assignment, the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement shall supersede and prevail.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and entered into on the date first above written.

WITNESS:

FLORIDA WATER SERVICES CORPORATION, a Florida corporation

_____

Print Name:_____

By:_____

Forrest L. Ludsen, President

_____

Print Name:_____

_____

(Buyer)

By: _____

_____

Print Name:_____

Attest: _____

_____

Print Name:_____

EXHIBIT "A"

THE PERMITS

\448811v01\11/20/03\18726.020300

BREVARD COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Kingswood	002-W	19505	06/16/88	880206-WU	Transfer
Oakwood	002-W	1011	08/22/94	930737-WU	Additional Territory
Oakwood	002-W	19505	06/16/88	880206-WU	Transfer

BREVARD COUNTY

Communities Served

Plant Name	Development Name
Kingswood	Kingswood
Oakwood	Oakwood

BREVARD COUNTY

Description Of Territory Served

OAKWOOD

Township 21 South, Range 35 East, Brevard County, Florida.

Section 7
The North ½ of the Northeast ¼ of the Northeast ¼.

Section 8
The Northwest ¼ of the Northwest ¼; plus a portion of the North ½ of the Southwest ¼ of the Northwest ¼ of said Section 8 which is more particularly described as follows:

Begin at the Northwest corner of the Northeast ¼ of the Southwest ¼ of the Northwest ¼ of said Section 8, thence run Easterly along the North boundary of the Northeast ¼ of the Southwest ¼ of the Northwest ¼ a distance of 660.76 feet, thence run South 0° 01' 20" East a distance of 249.47 feet, thence run South 1° 20' 14" East a distance of 411.33 feet, thence run South 88° 41' 01" West a distance of 944.61 feet, thence run North 0° 01' 28" East a distance of 326.61 feet, thence run North 89° 44' 56" East a distance of 263.63 feet, thence run North 0° 28' 57" East a distance of 92.25 feet, thence run North 0° 01' 20" East a distance of 237.58 feet to the Point of Beginning.

WATER

HIGHLANDS COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Leisure Lakes (Covered Bridge)	422-W	22916	05/09/90	891250-WS	Transfer

HIGHLANDS COUNTY

Communities Served

Plant Name	Development Name
Leisure Lakes	Covered Bridge

HIGHLANDS COUNTY

Description Of Territory Served

LEISURE LAKES

Township 36 South, Range 29 East, Highlands County, Florida.

Section 15

Beginning at the Northwest corner of said Section 15, thence run North 87 degrees 55 minutes 51 seconds East along the North line of said Section 15 a distance of 650 feet, thence South 00 degrees 06 minutes 24 seconds West along the East line of the West ¼ of said section a distance of 3,500 feet, thence run North 89 degrees 38 minutes 45 seconds West a distance of 700 feet, more or less, to a point on the West section line of said Section 15, thence run 3,500 feet, more or less, North along said West section line to the Point of Beginning.

Section 16

Beginning at the Northeast corner of said Section 16, then run 2,050 feet, more or less, South along the Eastern section line of said Section 16, to the intersection of said boundary with the Eastern edge of Jack Creek as it now runs, thence run North following the meanderings of said Jack Creek a distance of a distance of 2,400 feet, more or less, to the intersection with the North Section line of said Section 16, thence following said Section 16, thence following said North Section line, run East a distance of 875 feet, more or less, to the Point of Beginning.

WASTEWATER

HIGHLANDS COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Leisure Lakes	359-S	22916	05/09/90	891250-WS	Transfer

HIGHLANDS COUNTY

Communities Served

Plant Name	Development Name
Leisure Lakes	Covered Bridge

HIGHLANDS COUNTY

Description Of Territory Served

LEISURE LAKES (COVERED BRIDGE)

Township 36 South, Range 29 East, Highlands County, Florida.

Section 15

Beginning at the Northwest corner of said Section 15, thence run North 87 degrees 55 minutes 51 seconds East along the North line of said Section 15 a distance of 650 feet, thence South 00 degrees 06 minutes 24 seconds West along the East line of the West ¼ of said section a distance of 3,500 feet, thence run North 89 degrees 38 minutes 45 seconds West a distance of 700 feet, more or less, to a point on the West section line of said Section 15, thence run 3,500 feet, more or less, North along said West section line to the Point of Beginning.

Section 16

Beginning at the Northeast corner of said Section 16, then run 2,050 feet, more or less, South along the Eastern section line of said Section 16, to the intersection of said boundary with the Eastern edge of Jack Creek as it now runs, thence run North following the meanderings of said Jack Creek a distance of a distance of 2,400 feet, more or less, to the intersection with the North Section line of said Section 16, thence following said Section 16, thence following said North Section line, run East a distance of 875 feet, more or less, to the Point of Beginning.

WATER

LAKE COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Carlton Village	106-W	8075	12/02/77	770578-W(TC)	Trnsfr; Add'l. Terr.
East Lake Harris Estates	106-W	8144	01/25/78	770579-W(TC)	Trnsfr; Add'l. Terr.
Fern Terrace	106-W	1150	08/09/93	930129-WU	Additional Territory
Fern Terrace	106-W	5595	12/07/72	C-72505-W	Original Certificate
Friendly Center	Not required at time of acquisition.				
Grand Terrace	106-W	24230	03/12/91	900702-WU	Additional Territory
Grand Terrace	106-W	23656	10/23/90	891320-WU	Trnsfr; Add'l. Terr.
Hobby Hills	106-W	1150	08/09/93	930129-WU	Additional Territory
Hobby Hills	106-W	8076	12/02/77	770577-W(TC)	Trnsfr; Add'l. Terr.
Holiday Haven	106-W	1150	08/09/93	930129-WU	Additional Territory
Holiday Haven	106-W	20869	03/09/89	880605-WS	Trnsfr; Add'l. Terr.
Imperial Mobile Terrace	106-W	1306	09/08/93	930129-WU	Additional Territory
Imperial Mobile Terrace	106-W	21636	07/31/89	890348-WU	Trnsfr; Add'l. Terr.
Morningview	106-W	8299	05/05/78	780057-WS(TC)	Trnsfr; Add'l. Terr.
Palisades Country Club	106-W	24792	07/10/91	910394-WU	Additional Territory
Palms Mobile Home Park	Not required at time of acquisition.				
Picciola Island	106-W	1150	08/09/93	930129-WU	Additional Territory
Picciola Island	106-W	9988	05/05/81	780278-W(TC)	Trnsfr; Add'l. Terr.
Piney Woods	106-W	1150	08/09/93	930129-WU	Additional Territory
Piney Woods	106-W	5595	12/07/72	C-72505-W	Original Certificate
Quail Ridge	106-W	23505	09/18/90	900556-WU	Trnsfr; Add'l. Terr.
Silver Lake Estates	106-W	PSC-02-1427-FOF-WU	10/18/02	990054-WU	Add, Delete Terr.
Silver Lake Estates	106-W	0754-A	06/07/93	921044-WU	Correction
Silver Lake Estates	106-W	0754	05/18/93	921044-WU	Additional Territory
Silver Lake Estates	106-W	23459	09/11/90	900227-WU	Additional Territory
Silver Lake Estates	106-W	20647	01/24/89	881011-WU	Trnsfr; Add'l. Terr.

LAKE COUNTY

Territory Served (Cont.)

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Skycrest	106-W	1150	08/09/93	930129-WU	Additional Territory
Skycrest	106-W	5595	12/07/72	C-72505-W	Original Certificate
Stone Mountain	106-W	15295	10/25/85	850695-WU	Additional Territory
Sunshine Parkway	106-W	0569	05/08/95	950163-WS	Additional Territory
Sunshine Parkway	106-W	1150	08/09/93	930129-WU	Additional Territory
Sunshine Parkway	106-W	17180	02/11/87	861177-WS	Trnsfr; Add'l. Terr.
Valencia Terrace	106-W	0268	02/28/95	940091-WS	Trnsfr; Add'l. Terr.
Venetian Village	106-W	1150	08/09/93	930129-WU	Additional Territory
Venetian Village	106-W	10109-A	07/31/81	800636-WS(MC)	Correctn; Add'l. Terr.
Venetian Village	106-W	10109	06/29/81	800636-WS(TC)	Transfer
Western Shores	106-W	PSC-02-1427-FOF-WU	10/18/02	990054-WU	Add, Delete Terr.
Western Shores	106-W	0754-A	06/07/93	921044-WU	Correction
Western Shores	106-W	0754	05/18/93	921044-WU	Additional Territory
Western Shores	106-W	9688	12/10/80	791043-W(TC)	Supplement Order
Western Shores	106-W	9483	08/05/80	791043-W	Trnsfr: Add'l. Terr.

LAKE COUNTY

Communities Served

Plant Name	Development Name
Carlton Village	Carlton Village
East Lake Harris Estates	East Lake Harris Estates
Fern Terrace	Fern Terrace
Friendly Center	Friendly Center
Grand Terrace	Grand Terrace
Hobby Hills	Hobby Hills
Holiday Haven	Holiday Haven
Imperial Mobile Terrace	Imperial Mobile Terrace
Morningview	Morningview
Palisades Country Club	Palisades
Palms Mobile Home Park	Palms Mobile Home Park
Picciola Island	Picciola Island
Piney Woods Piney Woods	Piney Woods Spring Lake Manor
Quail Ridge	Quail Ridge
Silver Lake Estates Silver Lake Estates	Scottish Highland Silver Lake Estates
Skycrest	Skycrest
Stone Mountain	Stone Mountain
Sunshine Parkway	Sunshine Parkway

LAKE COUNTY

Communities Served (Cont.)

Plant Name	Development Name
Valencia Terrace	Valencia Terrace
Venetian Village	Venetian Village
Western Shores	Western Shores

LAKE COUNTY

Description Of Territory Served

CARLTON VILLAGE

Township 18, South, Range 24 East, Lake County, Florida.

Section 11
The Southwest ¼ and the West ½ of the Southwest ¼ of the Southeast ¼ of said Section 11.

Section 14
The Northwest ¼ of the Northwest ¼ and the West ¼ of the Northeast ¼ of the Northwest ¼ of said Section 14.

LAKE COUNTY

Description Of Territory Served

EAST LAKE HARRIS ESTATES

Township 20 South, Range 26 East, Lake County, Florida.

Sections 20 and 29

Commence at the SW corner of the SE ¼ of said Section 20; thence run West along said Section line 340 feet for a Point of Beginning; thence Southerly 260 feet; thence Westerly 300 feet; thence Southerly 390 feet; thence Westerly 860 feet; thence Northerly 950 feet; thence Easterly 750 feet; thence Northerly 600 feet; thence Easterly 230 feet; thence Northerly 100 feet; thence Easterly 500 feet; thence N 50° 49' East 480 feet; thence Easterly 910 feet to the West right-of-way line of State Road No. 561 as it is now established; thence Southerly along said right-of-way line 600 feet; thence Westerly along the North right-of-way line of Woodland Drive 1880 feet; thence Southerly along the West right-of-way of said Woodland Drive 720 feet; thence Easterly 250 feet to the Point of Beginning.

Section 20

The North 150 feet of the Southeast ¼ of the Southwest ¼ of the Southeast ¼, West of State Road Number 561 as it is now established.

LAKE COUNTY

Description Of Territory Served

FERN TERRACE

Township 19 South, Range 25 East, Lake County, Florida.

Section 19
That portion of Section 19 lying South of the centerline of Old Tavares Road and East of U.S. Highway No. 441.

Section 20
That portion of the West ¼ of the Southwest ¼ of Section 20 lying South of the centerline of Old Tavares Road.

Section 29
The Northwest ¼ of the Northwest ¼ of the Northwest ¼ of Section 29.

Section 30
The North ½ of the Northeast ¼ of the Northeast ¼, less the North 15 feet thereof, of Section 30. Also, the Northeast ¼ of the Northwest ¼ of the Northeast ¼ of Section 30.

LAKE COUNTY

Description Of Territory Served

FRIENDLY CENTER

Township 20 South, Range 26 East, Lake County, Florida.

Section 30
Part of Section 30.

LAKE COUNTY

Description Of Territory Served

GRAND TERRACE

Township 18 South, Range 26 East, Lake County, Florida.

Section 32
The West ½ of the NE ¼ of the SW ¼ of said Section 32, further described as:

Begin at the SW corner of the NE ¼ of the SW ¼ of said Section 32, and run thence North 01° 13' 35" West along the West line of the said NE ¼ of the SW ¼ a distance of 1316.32 feet to a point on the North line of the West ½ of the said NE ¼ of the SW ¼ of said Section 32; thence North 89° 32' 31" East along said North line of the West ½ of the NE ¼ of the SW ¼ of said Section 32 a distance of 663.73 feet to a point on the East line of the said West ½ of the NE ¼ of the SW ¼ of said Section 32; thence South 01° 07' 10" East along said East line of the West ½ of the NE ¼ of the SW ¼ of Section 32 a distance of 1318.54 feet to a point on the South line of the aforesaid NE ¼ of the SW ¼ of said Section 32; thence South 89° 44' 11" West along the said South line of the NE ¼ of the SW ¼ of Section 32, a distance of 661.30 feet to the Point of Beginning and Point of Terminus.

Also
The following described lands located in portions of Section 32.

The East ½ of the Northeast ¼ of the Southwest ¼; and the West 396 feet of the South ½ of the Northwest ¼ of the Southeast ¼ of Section 32, Township 18 South, Range 26 East, in Lake County, Florida.

LAKE COUNTY

Description Of Territory Served

HOBBY HILLS

Township 18 South, Range 24 East, Lake County, Florida.

In Section 28
That part of the Northeast ¼ of the Southeast ¼ and that part of the Northwest ¼ of the Southeast ¼ of Section 28 lying East of U.S. Highway 441-27, less the North 30 feet of the above tracts for a road.

In Section 27
The North ½ of the Northwest ¼ of the Southwest ¼ of Section 27, and the South ½ of the Southwest ¼ of the Northwest ¼ of Section 27.

LAKE COUNTY

Description Of Territory Served

HOLIDAY HAVEN

Township 15 South, Range 28 East, Lake County, Florida.

Sections 30 and 37

Commencing at the Northwest corner of Section 30, run South along the West line of said Section 30 and a Southerly projection thereof to the North right-of-way line of State Road No. 40; thence run Easterly along said right-of-way line parallel with and 50 feet North of the South line of the North ½ of Section 37, Township 15 South, Range 28 East; a distance of 2,300 feet; thence run North 200 feet to the Point of Beginning; thence run North 700 feet more or less to the South right-of-way line of Pearl Street; thence East along said right-of-way line 1,900 feet; thence run North 50 feet to the North right-of-way line of Pearl Street; thence run Easterly along said right-of-way line 340 feet; thence run North 130 feet to the South line of an existing canal; thence run Westerly along said canal line 340 feet; thence run North 1,050 feet; thence run West 1,870 feet; thence South 790 feet to the North right-of-way line of Trespass Street; thence West along said right-of-way line 710 feet; thence run North 700 feet to the North line of Section 37, Township 15 South, Range 28 East; thence run North 79° 30' 33" West 200 feet; thence run South 530 feet; thence run West 250 feet; thence South 200 feet to aforesaid North right-of-way line of Tresspass Street; thence run West 202 feet; thence South 720 feet; thence East 330 feet; thence South 410 feet; thence East 1,000 feet more or less to the Point of Beginning.

LAKE COUNTY

Description Of Territory Served

IMPERIAL MOBILE TERRACE

Township 19 South, Range 25 East, Lake County, Florida.

Section 25

Begin at the Northeast corner of Government Lot 7 in Section 25, thence run South 0°1' East 660.71 feet; thence South 89°50'10" West 661.31 feet; thence North 7°53'40" West 24.01 feet; thence North 61°28'20" West 308.02 feet; thence South 80°31'30" West 360.43 feet; thence North 84°29'10" West 340.52 feet; thence South 67°53'50" West 505.97 feet; thence South 37°31'10" West 777.16 feet; thence South 89°58'10" West 450.74 feet; thence North 0°1' West 1,323.23 feet; thence North 89°58' East 3,045.18 feet more or less to the Point of Beginning. Together with, commence at the Northeast corner of Section 25, Township 19 South, Range 25 East, Lake County, Florida; thence run South a distance of 1,197.2 feet to the Point of Beginning; thence continue South a distance of 125.0 feet to the Southeast corner of Government Lot 1; thence run North 89°59'00" West a distance of 1,202.47 feet; thence run North a distance of 50.0 feet to the Southwest corner of Lot 1, Tropical Shores Manor, Plat Book 13 page 19; thence run Northeasterly along the high water line of Tropical Canal a distance of 300 feet more or less to the Northeast corner of Lot 3 of said Tropical Shores Manor; thence run South 32°29'00" East along the Easterly line of said Lot 3 and its prolongation a distance of 201.00 feet more or less to a point on the Easterly right-of-way line of Tropical Shore Drive; thence run North 57°31'00" East along said right-of-way a distance of 85.28 feet to the point of intersection of said Easterly right-of-way line and the Southerly right-of-way line of Indiana Avenue; thence South 89°59'00" East along said Southerly right-of-way line a distance of 366.15 feet; thence North a distance of 175.90 feet to the Northwest corner of Lot 55 of said Tropical Shores Manor; thence South 77° 50'41" East a distance of 76.72 feet to the Northeast corner of said Lot 55; thence South a distance of 170 feet to a point on said Southerly right-of-way line of Indiana Avenue; thence South 89°59'00" East along said right-of-way line and its prolongation a distance of 245 feet to a point on the Easterly right-of-way line of Blanton Lane; thence North along said Easterly right-of-way line a distance of 15 feet to the Northwest corner of Lot 37 of said Tropical Shores Manor; thence South 89°59'00" East a distance of 125.00 feet to the Point of Beginning.

LAKE COUNTY

Description Of Territory Served

MORNINGVIEW

Township 20 South, Range 24 East, Lake County, Florida.

Section 2

Commence at the West ¼ corner of said Section 2; thence run South along the West line of said Section 2, a distance of 220 feet; thence South 88° 22' East 700 feet; thence North 1.22 feet to the Point of Beginning, said Point of Beginning located 25 feet North of the centerline of English Road; thence North 620 feet; thence East 100 feet; thence North 350 feet; thence South 89° 22' East 340 feet; thence North 237 feet; thence South 89° 22' East 685 feet, more or less to the West shoreline of Lake Harris and a point thereby designated as Point A; return to the Point of Beginning and run South 88° 22' East 400 feet; thence North 400 feet; thence South 89° 00' 30" East 1,129 feet to the West shoreline of Lake Harris; thence Northwesterly 950 feet more or less along said shoreline to Point A.

LAKE COUNTY

Description Of Territory Served

PALMS MOBILE HOME PARK

Township 20 South, Range 24 East, Lake County, Florida.

Section 36
Part of Section 36.

LAKE COUNTY

Description Of Territory Served

PICCIOLA ISLAND

Township 19 South, Range 24 East, Lake County, Florida.

Section 11
That portion of the South ¾ of the Southeast ¼ of said Section 11 that is lying easterly of the shoreline of Lake Griffin.

Section 12
That portion of the South ¾ of the Southwest ¼ of said Section 12 that is lying westerly of the shoreline of Lake Griffin.

Section 13
That portion of said Section 13 which is lying Easterly, Northerly and Westerly of the shoreline of Lake Griffin.

LAKE COUNTY

Description Of Territory Served

PINEY WOODS

Township 18 South, Range 24 East, Lake County, Florida

Section 32
The East 2,050 feet of the Southeast ¼ of Section 32, LESS the North 450 feet thereof.

Section 33
The West ½ of the Southwest ¼ of Section 33.

LAKE COUNTY

Description Of Territory Served

QUAIL RIDGE

Township 18 South, Range 25 East, Lake County, Florida.

Sections 24 and 25
Parcel 2

The Northeast ¼ of the Northwest ¼ of Section 25, Township 18 South, Range 25 East, Lake County, Florida, lying Southerly and Westerly of C-452, together with that part of Government Lot 7, in Section 24, Township 18 South, Range 25 East, further described as:

For a point of reference, begin at the Southwest corner of said Section 24, thence run N 89° 43'19" E along the South line of Government Lot 8, 1328.53 feet to the Southwest corner of above said Government Lot 7, thence continue N 89° 43'19" E along the South Line of Government Lot 7, 33.00 feet to the Point of Beginning: thence departing said South line of Government Lot 7, run N 00° 17'48" W parallel with the West line of said Government Lot 7, 482.94 feet thence run N 89° 43'19" E parallel with the above said South Line of Government Lot 7, 483.72 feet to the Southwesterly right-of-way line of C-452, thence S 47° 50'03" E along said Southwesterly right-of-way line 715.61 feet to the above said South line of Government Lot 7, thence run S 89° 43'19" W along said South line 1011.64 feet to the Point of Beginning.

Containing 47.14 acres, more or less.

LAKE COUNTY

Description Of Territory Served

SILVER LAKE ESTATES

Township 19 South, Range 25 East, Lake County, Florida.

Section 10
The Southeast ¼ of the Southeast ¼ of said Section 10 per Order 23459.

Also
The East 400 feet of the Southwest ¼ of the Southeast ¼ of said Section 10.

And
The West 400 feet of the South 800 feet of the Northeast ¼ of the Southeast ¼ of said Section 10.

And
The East 400 feet of the South 800 feet of the Northwest ¼ of the Southeast ¼ of said Section 10.

Section 11
The South ½ of the Northeast ¼ of said Section 11.

Also
The North ½ of the Southeast ¼ of said Section 11.

Also
The East ½ of the Southwest ¼ of said Section 11.

Also
The Southwest ¼ of the Southwest ¼ of said Section 11.

Also
The West 350 feet of the Southwest ¼ of the Southeast ¼ of said Section 11.

Section 14
The West ½ of the Northwest ¼ of said Section 14.

Also
The Northwest ¼ of the Southwest ¼ of said section 14.

LAKE COUNTY

Description Of Territory Served

SILVER LAKE ESTATES (Cont.)

Section 15
The North 700 feet of the East 2,000 feet of the Northeast ¼ of said Section 15.

Also
The Northeast ¼ of the Southeast ¼ of said Section 15.

Also
The North 350 feet of the East 700 feet of the Southeast ¼ of the Southeast ¼ of said Section 15.

Also
That portion of the Northeast ¼ of Section 15 being more particularly described as follows:
Commence at the Southwest corner of the Northeast ¼ of the Southeast ¼ of Section 15; thence proceed N 00°15'54" W along the West line of the Northeast ¼ of the Southeast ¼ of said Section a distance of 1,326.60 feet, more or less, to the Point of Beginning; thence proceed S 88°20'47" W a distance of 136.37 feet; thence proceed N 02°58'24" E a distance of 147.72 feet; thence proceed N 03°13'17" W a distance of 146.80 feet; thence proceed N 84°05'13" E a distance of 431.95 feet; thence proceed S 01°37'20" W a distance of 166.95 feet; thence proceed N 89°53'46" E a distance of 100.99 feet; thence proceed S 00°06'14" E a distance of 196.80 feet to a point on the existing service boundary, which is also the South line of the Northeast ¼ of said Section; thence proceed S 89°49'16" W along said service boundary a distance of 390.23 feet, returning to the Point of Beginning.

LAKE COUNTY

Description Of Territory Served

SKYCREST

Township 18 South, Range 24 East, Lake County, Florida.

Section 27
The West 813 feet of the Southwest ¼ of the Southwest ¼ of Section 27.

Section 33
That portion of the North 483 feet of the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 33, lying east of State Road No. 25; together with that portion of the North 196 feet of the South 226 feet of the Northeast ¼ of Section 33, lying East of State Road No. 25. Together with that portion of the Northeast ¼ of the Northeast ¼ of Section 33, lying East of State Road No. 25; LESS the Northerly 30 feet.

Section 34
The West 1/8 of the Northwest ¼ of Section 34. Together with the Westerly 704 feet of the North 1/8 of the Southwest ¼ of Section 34, Township 18 South, Range 24 East, Lake County, Florida.

LAKE COUNTY

Description Of Territory Served

STONE MOUNTAIN

Township 20 South, Range 25 East, Lake County, Florida.

Section 18
The Northeast ¼ of the Northeast ¼ of said Section 18.

LAKE COUNTY

Description Of Territory Served

VALENCIA TERRACE

Township 19 South, Range 24 East, Lake County, Florida:

Section 10

Commence at the Northeast corner of the Northwest ¼ of the Southeast ¼ of Section 10, Township 19 South, Range 24 East, run South 89°58'40" West along the North line of the Northwest ¼ of the Southeast ¼ for 375.0 feet, run thence South 0°29'10" West for 63.12 feet to the Point of Beginning, said Point of Beginning is on the South Right-of-Way of a County Road (Fruitland Park-Picciola Road) located on a curve concave to the South and having a radius of 1125.92 feet, run thence Westerly along the arc of said curve through a central angle of 4°29'09" for 88.15 feet to the end of said curve, run thence South 69°33'40" West along said Southerly Right-of-Way line of County Road for 391.40 feet to the beginning of a curve concave to the Northerly and having a radius of 1929.86 feet, run thence Westerly along the arc of said curve through a central angle of 39°28'30" for 1329.61 feet to the end of said curve, run thence North 70°57'50" West for 138.70 feet to a point on the Southerly Right-of-Way of said County Road that is 520 feet Easterly from the Easterly Right-of-Way line of U.S. Highways No. 27 and 441 when measured at right angles thereto, run thence South 24°00'40" East parallel to said Easterly Right-of-Way of said U.S. Highways No. 27 and 441 for 1584.79 feet; thence South 89°53'40" East for 273.64 feet, thence North 89°58'30" East for 375.0 feet, thence North 0°29'10" East for 806.95 feet, thence North 89°58'40" East for 909.32 feet to the Westerly Right-of-Way of Picciola Road, thence North 0°27'30" East along the Westerly Right-of Way of said Picciola Road for 40.0 feet, thence South 89°58'40" West for 156.35 feet, thence North 0°29'10" East for 320.0 feet, thence North 89°58'40" East for 155.61 feet to said Westerly Right-of-Way of Picciola Road, run thence North 0°27'30" East along said Right-of-Way for 82.80 feet, thence South 89°58'49" West for 155.57 feet, thence North 0°29'10" East for 176.0 feet, thence South 89°58'40" West for 175.0 feet, thence North 0°29'10" East for 156.88 feet to the Point of Beginning. All of the above property lying in Section 10, Township 19 South, Range 24 East, Lake County, Florida. Said property being also known as Valencia Terrace, a subdivision.

Township 19 South, Range 24 East, Lake County, Florida:

Section 10

From the Southeast corner of the Northwest ¼ of said section, proceed South along the Eastern boundary line of the Southwest ¼ an approximate distance of 1630± feet. Then, proceed West an approximate distance of 345 feet to the Point of Beginning. From this Point of Beginning proceed North 24°00'40" West approximately 1560 feet; then, proceed North 70°57'50" West 354.3 feet to the beginning of a curve concave Southerly and having a radius of 1125.92 feet Westerly along said curve through a central angle of 04°02'40" an arc distance of 79.48 feet. Proceed Westerly along arc of said curve through a central angle of 12°12'47" an arc distance of 240 feet to the Eastern Right-of-Way line of Highway No. 27 and 441. Proceed South 24°00'40" East approximately 1650± feet; then, proceed South 89°53'40" East 300 feet; then, proceed South 24°00'40" East 110 feet; then, proceed South 89°53'40" East 783.37 feet to Point of Beginning.

LAKE COUNTY

Description Of Territory Served

VALENCIA TERRACE (Cont.)

Township 19 South, Range 24 East, Lake County, Florida:

Section 10
The South 880 feet of the Northeast ¼ of the Southeast ¼ of said Section 10, LESS the South 75 feet of the East 160.27 feet thereof.

AND

The North 50 feet of the Southeast ¼ of the Southeast ¼ of said Section 10, LESS the East 160.27 feet thereof.

Township 19 South, Range 24 East, Lake County, Florida:

Section 11
That part of the South 880 feet of the North ½ of the fractional Southwest ¼ of said Section 11, LESS that part of the South 75 feet thereof lying South and West of a canal.

LAKE COUNTY

Description Of Territory Served

VENETIAN VILLAGE

Township 20 South, Range 26 East, Lake County, Florida.

Sections 10, 11, 14, 15

Beginning at the Northeast corner of Section 15, Township 20 South, Range 26 East, Lake county, Florida, said corner also being common to Sections 10, 11 and 14 of Township 20 South, Range 26 East, run thence North 89°50'15" West along the North line of said Section 15 (said course being the basis of bearing of this description) 313.80 feet to the centerline of an existing canal and Point "C"; thence run along said centerline through the following courses; thence North 41°15'10" East 261.56 feet; thence North 46°26'15" East 296.12 feet; thence North 49°11'45" East 297.18 feet; thence North 55°50'40" East 280.31 feet; thence North 74°35'50" East 286.6 feet; thence South 89°25'25" East 290.31 feet; thence South 78°01'45" East 266.52 feet; thence South 05°38'37" West to the Northwest corner of Lot 1, Venetian Village, Third Addition, as recorded in Plat Book 18, Pages 56 and 57 of the Public Records of Lake County, Florida; thence run along the boundary of said plat the following courses and distances: Thence South 89°36'05" East 386.80 feet; thence North 19°50'35" East 201.29 feet; thence North 10°13'45" West 125.00 feet; thence leaving said plat line run North 10°22'44" West 470.78 feet; thence run North 15°21'20" West along aforesaid plat line 189.67 feet to Point "A" thence due East 386 feet to Point "B"; thence continue due East 114.00 feet; then North 41°30'00" East, a distance of 964.00 feet; then North 31°20'00" East, a distance of 571.00 feet; then North 05°45'00" East, a distance of 435.00 feet; then North 34°23'04" West, a distance of 637.94 feet; then North 17°44'54" West, a distance of 606.00 feet; then North 06°30'00" East, a distance of 596.77 feet; then North 89°36'43" West, 238.19 feet to a point of curve, said curve with a radius of 50 feet and concave to the South; then along the arc of said curve, a distance of 107.37 feet to a point of tangency; then North 89°36'43" West, a distance of 180.96 feet; then South 00°23'17" West, a distance of 817.33 feet; then South 20°00'00" East, a distance of 675.00 feet; then South 32°00'00" East, a distance of 300.00 feet; then South 01°31'13" East, a distance of 265.31 feet; then North 84°15'57" West, a distance of 85.79 feet to a point of curve, said curve with a radius of 183.00 feet and concave to the Southeast; then along the arc of said curve a distance of 201.80 feet to a point of tangency; then South 32°33'13" West, a distance of 459.14 feet to a point of curve, said curve with a radius of 117.00 feet and concave to the Northwest; then along the arc of said curve a distance of 146.28 feet to a point of tangency; then North 75°48'39" West, a distance of 183.00 feet and concave to the South; then along the arc of said curve, a distance of 72.48 feet; then South 81°29'41" West, and a distance of 216.19 feet to a point of curve, said curve with a radius of 183.00 feet and concave to the Southeast; then along the arc of said curve a distance of 96.63 feet to a point of tangency; then South 51°04'28" West, a distance of 266.43 feet to a point of curve, said curve with a radius of 183.00 feet and concave to the Southeast; then along the arc of said curve a distance of 146.22 feet, to a point of tangency; thence South 48°46'23" West 662.70 feet; thence South 89°22'00" East 970.64 feet to a point on the West

LAKE COUNTY

Description Of Territory Served

VENETIAN VILLAGE (Cont.)

right-of-way line of Tammi Drive; said point being on a curve concave Southwesterly having a radius of 117.00 feet; thence from a tangent bearing of South 54°17'40" East run Southeasterly along the arc of said curve and said right-of-way line 79.51 feet through a central angle of 38°56'20" to the point of tangency; thence run South 15°21'20" East 86.43 feet to Point A"; thence returning to Point "B" run along the centerline of an existing canal; thence run South 21°51'00" West 200 feet; thence South 24°09'00" East 411.42 feet; thence South 33°36'00" East 370.00 feet; thence South 10°06'00" East 273 feet; thence South 21°36'00" East 260.00 feet; thence South 48°24'00" West 1150 feet; thence North 86°36'00" West 115 feet; thence North 54°36'00" West 120.00 feet; thence North 05°36'00" East 640.00 feet; thence North 22°36'00" West 144.80 feet; thence South 05°38'37" West to the South line of an existing canal as shown on the plat of First Addition to Venetian Village as recorded in Plat Book 14, Page 29, of the Public Records of Lake County, Florida; thence run along said canal and plat line the following courses and distances:

Thence North 11°13'50" West along the South boundary of a canal 284.56 feet; thence North 58°57'09" West, along said canal 184.2 feet; thence South 84°19'59" West along said canal 229.68 feet; thence South 56°24'23" West along said canal 319.43 feet; thence South 46°25'47" West along said canal, 611.82 feet; thence South 26°20'34" West, along said canal 212.72 feet; thence South 07°39'32" West along said canal, 258.41 feet to the East line of aforementioned Section 15; thence run Southerly along said East line to the North line of the South 458 feet of the Northwest 1/4 of Section 14, Township 20 South, Range 26 East; thence run Easterly along said North line to the West edge of the Apopka Canal; thence meander Southerly along said canal edge to the North right-of-way line of State Road No. 448; thence run Westerly along said right-of-way line to the West line of the East 1,050 feet of the Northeast 1/4 of said Section 15; thence run Northerly along said West line to the aforementioned North line of said Section 15; thence run South 89°50'15" East along said North line to Point "C" and the closure of this description.

LAKE COUNTY

Description Of Territory Served

WESTERN SHORES

Township 19 South, Range 25 East, Lake County, Florida.

Section 1
That portion of the West ½ of Section 1 lying South and West of Haines Creek.

Section 12
That portion of the South ½ of the North ½ of said Section 12 that is located Southerly of Haines Creek.

And
The North ½ of the South ½ of said Section 12.

And
The North 200 feet of the South ½ of the South ½ of said Section 12.

Less and except:
That portion of the Northwest ¼ of Section 12 being more particularly described as follows:
Commence at the Northwest corner of said Section, thence proceed S 00°44'20" W a distance of 1,332.18 feet to the Point of Beginning; thence proceed S 89°30'48" E a distance of 241.60 feet; thence meandering along Haines Creek 538.00 feet, more or less; thence proceed S 00°00'00" W a distance of 490.91 feet; thence proceed N 87°10'57" W a distance of 649.57 feet; thence proceed N 00°43'58" E a distance of 546.00 feet, returning to the Point of Beginning.

Township 19 South, Range 26 East, Lake County, Florida.

Section 7
That portion of the Southwest ¼ of said Section 7 that is lying Westerly of the shoreline of Lake Eustis.

Section 18
That portion of the North ½ of said Section 18 that is lying Westerly of the shoreline of Lake Eustis.

WASTEWATER

LAKE COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Holiday Haven	120-S	20869	03/09/89	880605-WS	Trnsfr; Add'l. Terr.
Morningview	120-S	8299	05/05/78	780057-WS(TC)	Trnsfr; Add'l. Terr.
Sunshine Parkway	120-S	0569	05/08/95	950163-WS	Additional Territory
Sunshine Parkway	120-S	17180	02/11/87	861177-WS	Trnsfr; Add'l. Terr.
Valencia Terrace	120-S	0268	02/28/95	940091-WS	Trnsfr; Add'l. Terr.
Venetian Village	120-S	10109A	07/31/81	800636-WS(MC)	Correctn; Add'l. Terr.
Venetian Village	120-S	10109	06/29/81	800636-WS(TC)	Transfer

LAKE COUNTY

Communities Served

Plant Name	Development Name
Holiday Haven	Holiday Haven
Morningview	Morningview
Sunshine Parkway	Sunshine Parkway
Valencia Terrace	Valencia Terrace
Venetian Village	Venetian Village

LAKE COUNTY

Description Of Territory Served

HOLIDAY HAVEN

Township 15 South, Range 28 East, Lake County, Florida.

Section 30

From the Northwest corner of said Section 30 run South along the West line of said Section 30 to the North right-of-way line of State Road 40 as it is now established; thence Easterly along said North right-of-way line 2300 feet; thence North 200 feet for a Point of Beginning; thence continue North 700 feet more or less; thence to South boundary of Pearl Street; thence East along said South boundary, 1900 feet more or less; thence North 1200 feet more or less; thence West 1870 feet more or less; thence South 790 feet more or less to the North boundary of Pearl Street; thence West along said boundary, 1380 feet more or less; thence South 710 feet more or less; thence East 330 feet more or less; thence South 410 feet more or less; thence East 1000 feet more or less to the Point of Beginning.

LAKE COUNTY

Description Of Territory Served

MORNINGVIEW

Township 20 South, Range 24 East, Lake County, Florida.

Section 2

Commence at the West ¼ corner of said Section 2; thence run South along the West line of said Section 2, a distance of 220 feet; thence South 88° 22' East 700 feet; thence North 1.22 feet to the Point of Beginning, said Point of Beginning located 25 feet North of the centerline of English Road; thence North 620 feet; thence East 100 feet; thence North 350 feet; thence South 89° 22' East 340 feet; thence North 237 feet; thence South 89° 22' East 685 feet, more or less to the West shoreline of Lake Harris and a point thereby designated as Point A; return to the Point of Beginning and run South 88° 22' East 400 feet; thence North 400 feet; thence South 89° 00' 30" East 1129 feet to the West shoreline of Lake Harris; thence Northwesterly 950 feet more or less along said shoreline to Point A.

LAKE COUNTY

Description Of Territory Served

VALENCIA TERRACE

Township 19 South, Range 24 East, Lake County, Florida:

Section 10

Commence at the Northeast corner of the Northwest ¼ of the Southeast ¼ of Section 10, Township 19 South, Range 24 East, run South 89°58'40" West along the North line of the Northwest ¼ of the Southeast ¼ for 375.0 feet, run thence South 0°29'10" West for 63.12 feet to the Point of Beginning, said Point of Beginning is on the South Right-of-Way of a County Road (Fruitland Park-Picciola Road) located on a curve concave to the South and having a radius of 1125.92 feet, run thence Westerly along the arc of said curve through a central angle of 4°29'09" for 88.15 feet to the end of said curve, run thence South 69°33'40" West along said Southerly Right-of-Way line of County Road for 391.40 feet to the beginning of a curve concave to the Northerly and having a radius of 1929.86 feet, run thence Westerly along the arc of said curve through a central angle of 39°28'30" for 1329.61 feet to the end of said curve, run thence North 70°57'50" West for 138.70 feet to a point on the Southerly Right-of-Way of said County Road that is 520 feet Easterly from the Easterly Right-of-Way line of U.S. Highways No. 27 and 441 when measured at right angles thereto, run thence South 24°00'40" East parallel to said Easterly Right-of-Way of said U.S. Highways No. 27 and 441 for 1584.79 feet; thence South 89°53'40" East for 273.64 feet, thence North 89°58'30" East for 375.0 feet, thence North 0°29'10" East for 806.95 feet, thence North 89°58'40" East for 909.32 feet to the Westerly Right-of-Way of Picciola Road, thence North 0°27'30" East along the Westerly Right-of Way of said Picciola Road for 40.0 feet, thence South 89°58'40" West for 156.35 feet, thence North 0°29'10" East for 320.0 feet, thence North 89°58'40" East for 155.61 feet to said Westerly Right-of-Way of Picciola Road, run thence North 0°27'30" East along said Right-of-Way for 82.80 feet, thence South 89°58'49" West for 155.57 feet, thence North 0°29'10" East for 176.0 feet, thence South 89°58'40" West for 175.0 feet, thence North 0°29'10" East for 156.88 feet to the Point of Beginning. All of the above property lying in Section 10, Township 19 South, Range 24 East, Lake County, Florida. Said property being also known as Valencia Terrace, a subdivision.

Township 19 South, Range 24 East, Lake County, Florida:

Section 10

From the Southeast corner of the Northwest ¼ of said section, proceed South along the Eastern boundary line of the Southwest ¼ an approximate distance of 1630± feet. Then, proceed West an approximate distance of 345 feet to the Point of Beginning. From this Point of Beginning proceed North 24°00'40" West approximately 1560 feet; then, proceed North 70°57'50" West 354.3 feet to the beginning of a curve concave Southerly and having a radius of 1125.92 feet Westerly along said curve through a central angle of 04°02'40" an arc distance of 79.48 feet. Proceed Westerly along arc of said curve through a central angle of 12°12'47" an arc distance of 240 feet to the Eastern Right-of-Way line of Highway No. 27 and 441. Proceed South 24°00'40" East approximately 1650± feet; then, proceed South 89°53'40" East 300 feet; then, proceed South 24°00'40" East 110 feet; then, proceed South 89°53'40" East 783.37 feet to Point of Beginning.

LAKE COUNTY

Description Of Territory Served

VALENCIA TERRACE (Cont.)

Township 19 South, Range 24 East, Lake County, Florida:

Section 10
The South 880 feet of the Northeast ¼ of the Southeast ¼ of said Section 10, LESS the South 75 feet of the East 160.27 feet thereof.

AND

The North 50 feet of the Southeast ¼ of the Southeast ¼ of said Section 10, LESS the East 160.27 feet thereof.

Township 19 South, Range 24 East, Lake County, Florida:

Section 11
That part of the South 880 feet of the North ½ of the fractional Southwest ¼ of said Section 11, LESS that part of the South 75 feet thereof lying South and West of a canal.

LAKE COUNTY

Description Of Territory Served

VENETIAN VILLAGE

Township 20 South, Range 26 East, Lake County, Florida.

Sections 11 and 14

Third Addition

Commence at the Northwest corner of the Southwest ¼ of the Southwest ¼ of said Section 11; then South 89° 54' 30" East, a distance of 1768.05 feet; then South 10° 13' 45" East, a distance of 239.07 feet to the Point of Beginning; then continue South 10° 13' 45" East, a distance of 125.0 feet; then South 19° 50' 35" West, a distance of 201.29 feet; then South 67° 59' 15" West, a distance of 34.77 feet; then North 89° 36' 05" West, a distance of 386.80 feet; then South 05° 38' 37" West, a distance of 329.16 feet; then South 22° 36' 00" East, a distance of 144.80 feet; then South 05° 36' 00" East, a distance of 640.0 feet; then South 54° 36' 00" East, a distance of 120.0 feet; then South 86° 36' 00" East, a distance of 115.0 feet; then North 48° 24' 00" East, a distance of 1150.0 feet; then North 21° 36' 00" West, a distance of 260 feet; then North 10° 06' 00" West, a distance of 273.0 feet; then North 33° 36' 00" West, a distance of 370.0 feet; then North 24° 09' 00" West, a distance of 411.42 feet; then North 21° 51' 00" East, a distance of 200.0 feet; then due West a distance of 386.0 feet; then South 15° 21' 20" East, a distance of 189.67 feet; then South 21° 08' 45" East, a distance of 126.0 feet; then South 12° 43' 45" East, a distance of 281.0 feet; then South 44° 43' 45" East, a distance of 60.0 feet; then South 66° 01' 15" West, a distance of 71.0 feet to the Point of Beginning.

Fourth Addition

Commence at the Northwest corner of the Southwest ¼ of the Southwest ¼ of said Section 11, then South 89° 54' 30" East, a distance of 1768.05 feet; then South 10° 13' 45" East, a distance of 239.07 feet; then North 66° 01' 15" East, a distance of 71.0 feet; then North 44° 43' 45" West, a distance of 60.0 feet; then North 12° 43' 45" West, a distance of 281.0 feet; then North 21° 08' 45" West, a distance of 126.0 feet; then North 15° 21' 20" West, a distance of 189.67 feet to the Point of Beginning; then due East 500.0 feet; then North 41° 30' 00" East, a distance of 964.0 feet; then North 31° 20' 00" East, a distance of 571.0 feet; then North 05° 45' 00" East, a distance of 435.0 feet; then North 34° 23' 04" West, a distance of 637.94 feet; then North 17° 44' 54" West, a distance of 606.0 feet; then North 06° 30' 00" East, a distance of 596.77 feet; then North 89° 36' 43" West, 238.19 feet to a point of curve, said curve with a radius of 50 feet and concave to the South; then along the arc of said curve, a distance of 107.37 feet to a point of tangency; then North 89° 36' 43" West, a distance of 180.96 feet; then South 00° 23' 17" West, a distance of 817.33 feet; then South 20° 00' 00" East, a distance of 675.0 feet; then South 32° 00' 00" East, a distance of 300.0 feet; then South 01° 31' 13", a distance of 265.31 feet; then North 84° 15' 57" West, a distance of 85.79 feet to a point of curve, said curve with a radius of 183.00 feet and concave to the Southeast; then along the arc of said curve a distance of 201.80 feet to a point of tangency; then South 32° 33' 13" West, a distance of 459.14 feet to a point of curve, said curve with a radius of 117.0 feet and concave to the Northwest; then along the arc of said curve a distance of 146.28 feet

LAKE COUNTY

Description Of Territory Served

VENETIAN VILLAGE (Cont.)

to a point of tangency; then North 75° 48' 39" West a distance of 183.0 feet and concave to the South; then along the arc of said curve, a distance of 72.48 feet; then South 81° 29' 41" West, and a distance of 216.19 feet to a point of curve, said curve with a radius of 183.0 feet and concave to the Southeast; then along the arc of said curve a distance of 96.63 feet to a point of tangency; then South 51° 04' 28" West, a distance of 266.43 feet to a point of curve, said curve with a radius of 183.0 feet and concave to the Southeast; then along the arc of said curve a distance of 146.22 feet, to a point of tangency; then South 05° 17' 40" West to a point of curve, said curve with a radius of 133.0 feet and concave to the East; then along the arc of said curve a distance of 190.72 feet to a point of tangency; then South 76° 51' 54" East, a distance of 356.04 feet to a point of curve, said curve with a radius of 117.0 feet and concave to the Southwest; then along the arc of said curve a distance of 93.29 feet to a point of tangency; then South 31° 10' 49" East to a point of tangency, said point being the point of curve of a curve with a radius of 117.0 feet and concave to the Southwest, then along the arc of said curve a distance of 32.31 feet to a point of tangency; then North 15° 21' 20" West, a distance of 86.43 feet to the Point of Beginning, LESS and EXCEPT Tract "A" as depicted on sheet 2 of the Plat of Venetian Village, Fourth Addition, as recorded in Plat Book 22, Page 22 of the Public Records of Lake County, Florida.

ORANGE COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Druid Hills	084-W	0567	05/08/95	930439-WS	Additional Territory
Tangerine	084-W	PSC-00-1515-PAA-WU	08/21/00	000333-WU	Transfer
Tangerine	096-W	9568	09/26/80	800048-W (EX)	Extension of Cert.
Tangerine	096-W	5446	06/08/72	71559-W	Original Certificate

ORANGE COUNTY

Communities Served

Plant Name	Development Name
Druid Hills	Druid Hills
Tangerine	Tangerine

ORANGE COUNTY

Description Of Territory Served

TANGERINE

Township 20 South, Range 27 East, Orange County, Florida.

Section 4
The South ½ of said Section 4.

Sections 5, 6, 7 and 8
All of said Sections 5, 6, 7 and 8.

Section 9
The West ½ of said Section 9 and the North ½ of the Northwest ¼ of the Northeast ¼ of said Section 9.

Section 16
The Northwest corner of said Section 16 bordered by State Road 448 and U.S. 441.

Sections 17 and 18
All of said Sections 17 and 18.

WATER

PASCO COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Palm Terrace	209-W	21146	04/28/89	890202-WS	Additional Territory
Palm Terrace	209-W	20140	10/10/88	880472-WS	Trnsfr; Add'l. Terr.
Zephyr Shores	209-W	18243	10/05/87	870572-WS	Transfer

PASCO COUNTY

Communities Served

Plant Name	Development Name
Palm Terrace	Executive Woods
Palm Terrace	Palm Terrace Estate
Palm Terrace	Palm Terrace Gardens
Palm Terrace	Port Richey
Zephyr Shores	American Condominium Park
Zephyr Shores	Zephyr Shores

PASCO COUNTY

Description Of Territory Served

PALM TERRACE

Palm Terrace Gardens

Township 25 South, Range 16 East - Pasco County.

Section 10
All of the Southeast ¼ of said section 10 less and EXCEPT the South 470 feet more or less of the East 440 feet more or less.

Also

Executive Woods

The Northerly ½ of the East 1/3 of the Southwest ¼ of said Section 10.

Palm Terrace Estates

Section 15
.. The Northerly 1000 feet more or less of the Northwest ¼ of said Section 15 less and EXCEPT the South 500 feet more or less of the West 360 feet more or less.

PASCO COUNTY

Description Of Territory Served

ZEPHYR SHORES

Township 26 South, Range 21 East, Pasco County, Florida.

Section 17
That portion of the Northwest ¼ of said Section lying North and West of State Road 54.

Section 18
The South 666 feet of the North 2,346 feet of the East 1,320 feet of said Section 18.

WASTEWATER

PASCO COUNTY

Territory Served

Plant Name	Cert. No.	Order	Order Issued	Docket Number	Filing Type
Palm Terrace	154-S	21146	04/28/89	890202-WS	Additional Territory
Palm Terrace	154-S	20140	10/10/88	880472-WS	Trnsfr; Add'l. Terr.
Zephyr Shores	154-S	18243	10/05/87	870572-WS	Transfer

PASCO COUNTY

Communities Served

Plant Name	Development Name
Palm Terrace	Executive Woods
Palm Terrace	Palm Terrace Estates
Palm Terrace	Palm Terrace Gardens
Zephyr Shores	Zephyr Shores

PASCO COUNTY

Description Of Territory Served

PALM TERRACE

Palm Terrace Gardens

Township 25 South, Range 16 East - Pasco County.

Section 10
All of the Southeast ¼ of said section 10 less and EXCEPT the South 470 feet more or less of the East 440 feet more or less.

Executive Woods

Also

The Northerly ½ of the East 1/3 of the Southwest ¼ of said Section 10.

Palm Terrace Estate

Section 15
The Northerly 1000 feet more or less of the East 1/3 of the Northwest ¼ of said section 15.

PASCO COUNTY

Description Of Territory Served

ZEPHYR SHORES

Township 26 South, Range 21 East.

Section 17
That portion of the Northwest ¼ of said Section lying North and West of State Road 54.

Section 18
The South 666 feet of the North 2,346 feet of the East 1,320 feet of said Section 18.

WATER

POLK COUNTY

Plant Name	Territory Served: Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Gibsonia Estates					
Lake Gibson Estates					
Orange Hill/Sugar Creek					

POLK COUNTY

Communities Served

Plant Name	Development Name
Gibsonia Estates	Gibsonia Estates
Lake Gibson Estates	Lake Gibson Estates
Orange Hill/Sugar Creek	Orange Hill Sugar Creek

POLK COUNTY

Description Of Territory Served

GIBSONIA ESTATES

In portions of the Southeast quarter of the Southeast quarter of Section 23, portions of the Southwest quarter of the Southwest quarter of Section 24, portions of the Northwest quarter of the Northwest quarter of Section 25 and portions of the Northeast quarter of the Northeast quarter of Section 26 all in Township 27 South and Range 23 East in Polk County, Florida

Point of Commencement at the Southwest corner of the Southwest quarter of the Southwest quarter of Section 24 of Township 27 South and Range 23 East

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
POC	South 00°10'29" West	660.01 feet		North along the West line of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 24, Township 27 South, Range 23 East in Polk County to the Northwest corner of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 24 and the Southwest corner of the Northwest quarter of the Southwest quarter of the Southwest quarter of Section 24 and the **Point of Beginning**;
1.	North 00°10'31" East	669.54 feet		North along the West line of the Northwest quarter of the Southwest quarter of the Southwest quarter of Section 24 to the Northwest corner of the Northwest quarter of the Southwest quarter of the Southwest quarter of Section 24;
2.	North 89°26'30" East	1,690± feet		East along the North line of the Southwest quarter of the Southwest quarter of Section 24 to the point of intersection with the Western shoreline of Lake Gibson;

POLK COUNTY

Description Of Territory Served

GIBSONIA ESTATES (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
3.	Meandering Southerly	2,711± feet		Meandering Southerly along the Western shoreline of Lake Gibson through the Southwest quarter of the Southwest quarter of Section 24 and the Northwest quarter of the Northwest quarter of Section 25 to a point on a line approximately 1,100' South of the North line of the Northwest quarter of the Northwest quarter of Section 25;
4.	South 89°24'09" West	1,896± feet		West along a line approximately 1,100' South of the North line of the Northwest quarter of the Northwest quarter of Section 25 to the point of intersection with the West line of the Southwest quarter of the Northwest quarter of the Northwest quarter of Section 25 approximately 1,100' South of the Northwest corner of the Northwest quarter of the Northwest quarter of Section 25;
5.	North 00°07'15" West	450.04 feet		North along the West line of the Southwest quarter of the Northwest quarter of the Northwest quarter of Section 25 to the Northwest corner of the Southwest quarter of the Northwest quarter of the Northwest quarter of Section 25 and the Southeast corner of the North half of the Northeast quarter of the Northeast quarter of Section 26;
6.	South 89°48'00" West	1,320.00 feet		West along the South line of the North half of the Northeast quarter of the Northeast quarter of Section 26 to the Southwest corner of the North half of the Northeast quarter of the Northeast quarter of Section 26;

POLK COUNTY

Description Of Territory Served

GIBSONIA ESTATES (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
7.	North 00°07'15" West	660.00 feet		North along the West line of the North half of the Northeast quarter of the Northeast quarter of Section 26 to the Northwest corner of the North half of the Northeast quarter of the Northeast quarter of Section 26;
8.	North 89°48'00" East	599.99 feet		East along the North line of the North half of the Northeast quarter of the Northeast quarter of Section 26 to a point approximately 600' East of the Northwest corner of the North half of the Northeast quarter of the Northeast quarter of Section 26 and a point approximately 60' West of the Southeast corner of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 23;
9.	North 00°10'30" East	660.01 feet		North along a line approximately 60' West of the East line of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 23 to a point on the North line of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 23;
10.	North 89°48'00" East	720.01 feet		East along the North line of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 23 and the North line of the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 23 to the Northeast corner Southeast quarter of the Southeast quarter of the Southeast quarter of Section 23 and the Northwest corner of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 24 and the Point of Beginning.

POLK COUNTY

Description Of Territory Served

LAKE GIBSON ESTATES

In portions of Section 24 of Township 27 South and Range 23 East and in a portion of the Northwest quarter of the Southwest quarter of Section 19 of Township 27 South and Range 24 East in Polk County, Florida

Point of Commencement at the Northwest corner of Section 24 of Township 27 South and Range 23 East

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
POC	North 90°00'00" East	2,225.39 feet		East along the North line of the Northwest quarter of Section 24, Township 27 South, Range 23 East in Polk County to a point approximately 450' West of the Northeast corner of the Northwest quarter of Section 24 and the **Point of Beginning**;
1.	South 90°00'00" East	450.00 feet		East along the North line of the North half of the Northwest quarter of Section 24 to the Northeast corner of the North half of the Northwest quarter of Section 24;
2.	South 00°41'05" West	1,328.55 feet		South along the East line of the North half of the Northwest quarter of Section 24 to the Southeast corner of the North half of the Northwest quarter of Section 24 and the Northwest corner of the Southwest quarter of the Northeast quarter of Section 24;
3.	North 89°57'00" East	1,302.48 feet		East along the North line of the Southwest quarter of the Northeast quarter of Section 24 to the Northeast corner of the Southwest quarter of the Northeast quarter of Section and the Northwest corner of the Southeast quarter of the Northeast quarter of Section 24;

POLK COUNTY

Description Of Territory Served

LAKE GIBSON ESTATES (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
4.	North 89°55'25" East	1,538.00 feet		East along the North line of the Southeast quarter of the Northeast quarter of Section 24 to the Northeast corner of the Southeast quarter of the Northeast quarter of Section 24;
5.	South 00°08'30" East	1,591.13 feet		South along the East line of the Southeast quarter of the Northeast quarter of Section 24 and the East line of the Northeast quarter of the Southeast quarter of Section 24 to a point approximately 280' South of the Northeast corner of the Northeast quarter of the Southeast quarter of Section 24 and approximately 280' South of the Northwest corner of the Southwest quarter of Section 19, Township 27 South, Range 24 East;
6.	North 89°03'04" East	1,007.79 feet		East along a line approximately 280' South of the North line of the Northwest quarter of the Southwest quarter of Section 19 to a point 1,007.79' East of the West line of the Northwest quarter of the Southwest quarter of Section 19;
7.	South 00°03'54" East	530.66 feet		South along a line approximately 1,010' East of the West line of the Northwest quarter of the Southwest quarter of Section 19 to a point approximately 811' South of the North line of the Northwest quarter of the Southwest quarter of Section 19;

POLK COUNTY

Description Of Territory Served

LAKE GIBSON ESTATES (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
8.	South 88°52'47" West	1,010.01 feet		West along a line approximately 811' South of the North line of the Northwest quarter of the Southwest quarter of Section 19 to a point on the West line of the Northwest quarter of the Southwest quarter of Section 19 and the East line of the Northeast quarter of the Southeast quarter of Section 24 approximately 811' South of the Northeast corner of the Northeast quarter of the Southeast quarter of Section 24;
9.	South 00°03'50" East	514.75 feet		South along the East line of the Northeast quarter of the Southeast quarter of Section 24 to the Southeast corner of the Northeast quarter of the Southeast quarter of Section 24 and the Northeast corner of the Southeast quarter of the Southeast quarter of Section 24;
10.	South 00°03'50" East	1,329.70 feet		South along the East line of the Southeast quarter of the Southeast quarter of Section 24 to the Southeast corner of the Southeast quarter of the Southeast quarter of Section 24;
11.	South 89°24'10" West	1,147± feet		West along the South line of the Southeast quarter of the Southeast quarter of Section 24 to the point of intersection with the Eastern shoreline Lake Gibson;

POLK COUNTY

Description Of Territory Served

LAKE GIBSON ESTATES (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
12.	Meandering Northwesterly	3,691± feet		Meandering Northwesterly along the Eastern shoreline of Lake Gibson through South half of the Southeast quarter and North half of the Southeast quarter of the Southwest quarter and slightly into the Southern part of the Northeast quarter of the Southwest quarter of Section 24 and then along the South line of the Northeast quarter of the Southwest quarter of Section 24 to the Southwest corner of the Northeast quarter of the Southwest quarter of Section 24;
13.	North 00°40'30" East	644.70 feet		North along the West line of the Northeast quarter of the Southwest quarter and the East line of the Northwest quarter of the Southwest quarter of Section 24 to the point of intersection with the South line of the North half of the Northwest quarter of the Southwest quarter of Section 24;
14.	South 89°59'35" East	242.52 feet		West along the South line of the North half of the Northwest quarter of the Southwest quarter of Section 24 to a point 242.52' West of the East line of the Northwest quarter of the Southwest quarter of Section 24;
15.	North 89°08'51" West	576.46 feet		West along the South line of the North half of the Northwest quarter of the Southwest quarter of Section 24 to a point 818.96' West of the East line of the Northwest quarter of the Southwest quarter of Section 24;

POLK COUNTY

Description Of Territory Served

LAKE GIBSON ESTATES (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
16.	North 00°32'05" East	655.80 feet		North along a line approximately 820' West of the East line of the North half of the Northwest quarter of the Southwest quarter of Section 24 to a point on the North line of the Northwest quarter of the Southwest quarter of Section 24 and the South line of the Southwest quarter of the Northwest quarter of Section 24 approximately 820' West of the Southeast corner of the Southwest quarter of the Northwest quarter of Section 24;
17.	North 89°42'23" West	518.50 feet		West along the South line of the Southwest quarter of the Northwest quarter of Section 24 to the Southwest corner of the Southwest quarter of the Northwest quarter of Section 24;
18.	North 00°44'25" East	1,326.96 feet		North along the West line of the Southwest quarter of the Northwest quarter of Section 24 to the Northwest corner of the Southwest quarter of the Northwest quarter of Section 24;
19.	South 89°59'35" East	1,338.41 feet		East along the North line of the Southwest quarter of the Northwest quarter of Section 24 to the Northeast corner of the Southwest quarter of the Northwest quarter of Section 24 and the Northwest corner of the Southeast quarter of the Northwest quarter of Section 24;

POLK COUNTY

Description Of Territory Served

LAKE GIBSON ESTATES (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
20.	South 89° 59' 59" West	888.27 feet		West along the North line of the Southeast quarter of the Northwest quarter of Section 24 and the South line of the Northeast quarter of the Northwest quarter of Section 24 to a point approximately 450' West of the Southeast corner of the Northeast quarter of the Northwest quarter of Section 24;
21.	North 00°41'05" East	1,329.15 feet		North along a line approximately 450' West of the East line of the Northeast quarter of the Northwest quarter of Section 24 to a point on the North line of the Northeast quarter of the Northwest quarter of Section 24 and the **Point of Beginning** this point being approximately 450' West of the Northeast corner of the Northeast quarter of the Northwest quarter of Section 24.

POLK COUNTY

Description Of Territory Served

ORANGE HILL/SUGAR CREEK

In portions of Section 28 of Township 28 South and Range 25 East in Polk County, Florida

Point of Commencement at the Northwest corner of Section 28 of Township 28 South and Range 25 East

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
POC	South 00°00'00" West	1,160.00 feet		South along the East line of the Northeast quarter of Section 28, Township 28 South, Range 25 East in Polk County to a point approximately 1,160' South of the Northeast corner of the Northeast quarter of Section 28 and the **Point of Beginning;**
1.	South 00°00'00" West	1,000.00 feet		South along the East line of the Northeast quarter of Section 28 to a point approximately 2,160' South of the Northeast corner of the Northeast quarter of Section 28;
2.	North 90°00'00" West	2,622.40 feet		West along a line in the Southern half of the Northeast quarter of Section 28 approximately 2,160' South of the North line of the Northeast quarter of Section 28 to the point of intersection with the West line of the Northeast quarter of Section 28 and the Eastern right of way of Thornhill Road;
3.	Southwesterly	1,149± feet		Southwesterly along the Eastern right of way of Thornhill Road to the point of intersection with the North line of the East half of the Southwest quarter of Section 28;
4.	South 89°43'49" East	1,107.17 feet		East along the North line of the East half of the Southwest quarter of Section 28 to the Northeast corner of the East half of the Southwest quarter of Section 28;

POLK COUNTY

Description Of Territory Served

ORANGE HILL/SUGAR CREEK (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
5.	South 00°00'13" West	2,670.15 feet		South along the East line of the East half of the Southwest quarter of Section 28 to the Southeast corner of the East half of the Southwest quarter of Section 28;
6.	North 89°54'12" East	1,330.46 feet		West along the South line of the East half of the Southwest quarter of Section 28 to the Southwest corner of the East half of the Southwest quarter of Section 28 and the point of intersection with the Western right of way of Thornhill Road;
7.	Northerly and Northeasterly	5,129± feet		Northerly and Northeasterly along the Western right of way of Thornhill Road to the point of intersection with a line in the North half of the Northeast quarter of Section 28 lying parallel and approximately 1,160' South of the North line of the Northeast quarter of Section 28;
8.	North 90°00'00" East	1,982.00 feet		East along a line lying parallel to and approximately 1,160' South of the North line of the Northeast quarter of Section 28 to the intersection with the East line of the Northeast quarter of Section 28 and the **Point of Beginning**.

WASTEWATER

POLK COUNTY

Plant Name	Territory Served: Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Lake Gibson Estates					

POLK COUNTY

Communities Served

Plant Name	Development Name
Lake Gibson Estates	Lake Gibson Estates

POLK COUNTY

Description Of Territory Served

LAKE GIBSON ESTATES

In portions of Section 24 of Township 27 South and Range 23 East and in a portion of the Northwest quarter of the Southwest quarter of Section 19 of Township 27 South and Range 24 East in Polk County, Florida

Point of Commencement at the Northwest corner of Section 24 of Township 27 South and Range 23 East

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
POC	North 90°00'00" East	2,225.39 feet		East along the North line of the Northwest quarter of Section 24, Township 27 South, Range 23 East in Polk County to a point approximately 450' West of the Northeast corner of the Northwest quarter of Section 24 and the **Point of Beginning**;
1.	South 90°00'00" East	450.00 feet		East along the North line of the North half of the Northwest quarter of Section 24 to the Northeast corner of the North half of the Northwest quarter of Section 24;
2.	South 00°41'05" West	1,328.55 feet		South along the East line of the North half of the Northwest quarter of Section 24 to the Southeast corner of the North half of the Northwest quarter of Section 24 and the Northwest corner of the Southwest quarter of the Northeast quarter of Section 24;
3.	North 89°57'00" East	1,302.48 feet		East along the North line of the Southwest quarter of the Northeast quarter of Section 24 to the Northeast corner of the Southwest quarter of the Northeast quarter of Section and the Northwest corner of the Southeast quarter of the Northeast quarter of Section 24;

POLK COUNTY

Description Of Territory Served

LAKE GIBSON ESTATES (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
4.	North 89°55'25" East	1,538.00 feet		East along the North line of the Southeast quarter of the Northeast quarter of Section 24 to the Northeast corner of the Southeast quarter of the Northeast quarter of Section 24;
5.	South 00°08'30" East	1,591.13 feet		South along the East line of the Southeast quarter of the Northeast quarter of Section 24 and the East line of the Northeast quarter of the Southeast quarter of Section 24 to a point approximately 280' South of the Northeast corner of the Northeast quarter of the Southeast quarter of Section 24 and approximately 280' South of the Northwest corner of the Southwest quarter of Section 19, Township 27 South, Range 24 East;
6.	North 89°03'04" East	1,007.79 feet		East along a line approximately 280' South of the North line of the Northwest quarter of the Southwest quarter of Section 19 to a point 1,007.79' East of the West line of the Northwest quarter of the Southwest quarter of Section 19;
7.	South 00°03'54" East	530.66 feet		South along a line approximately 1,010' East of the West line of the Northwest quarter of the Southwest quarter of Section 19 to a point approximately 811' South of the North line of the Northwest quarter of the Southwest quarter of Section 19;

POLK COUNTY

Description Of Territory Served

LAKE GIBSON ESTATES (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
8.	South 88°52'47" West	1,010.01 feet		West along a line approximately 811' South of the North line of the Northwest quarter of the Southwest quarter of Section 19 to a point on the West line of the Northwest quarter of the Southwest quarter of Section 19 and the East line of the Northeast quarter of the Southeast quarter of Section 24 approximately 811' South of the Northeast corner of the Northeast quarter of the Southeast quarter of Section 24;
9.	South 00°03'50" East	514.75 feet		South along the East line of the Northeast quarter of the Southeast quarter of Section 24 to the Southeast corner of the Northeast quarter of the Southeast quarter of Section 24 and the Northeast corner of the Southeast quarter of the Southeast quarter of Section 24;
10.	South 00°03'50" East	1,329.70 feet		South along the East line of the Southeast quarter of the Southeast quarter of Section 24 to the Southeast corner of the Southeast quarter of the Southeast quarter of Section 24;
11.	South 89°24'10" West	1,147± feet		West along the South line of the Southeast quarter of the Southeast quarter of Section 24 to the point of intersection with the Eastern shoreline Lake Gibson;

POLK COUNTY

Description Of Territory Served

LAKE GIBSON ESTATES (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
12.	Meandering Northwesterly	3,691± feet		Meandering Northwesterly along the Eastern shoreline of Lake Gibson through South half of the Southeast quarter and North half of the Southeast quarter of the Southwest quarter and slightly into the Southern part of the Northeast quarter of the Southwest quarter of Section 24 and then along the South line of the Northeast quarter of the Southwest quarter of Section 24 to the Southwest corner of the Northeast quarter of the Southwest quarter of Section 24;
13.	North 00°40'30" East	644.70 feet		North along the West line of the Northeast quarter of the Southwest quarter and the East line of the Northwest quarter of the Southwest quarter of Section 24 to the point of intersection with the South line of the North half of the Northwest quarter of the Southwest quarter of Section 24;
14.	South 89°59'35" East	242.52 feet		West along the South line of the North half of the Northwest quarter of the Southwest quarter of Section 24 to a point 242.52' West of the East line of the Northwest quarter of the Southwest quarter of Section 24;
15.	North 89°08'51" West	576.46 feet		West along the South line of the North half of the Northwest quarter of the Southwest quarter of Section 24 to a point 818.96' West of the East line of the Northwest quarter of the Southwest quarter of Section 24;

POLK COUNTY

Description Of Territory Served

LAKE GIBSON ESTATES (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
16.	North 00°32'05" East	655.80 feet		North along a line approximately 820' West of the East line of the North half of the Northwest quarter of the Southwest quarter of Section 24 to a point on the North line of the Northwest quarter of the Southwest quarter of Section 24 and the South line of the Southwest quarter of the Northwest quarter of Section 24 approximately 820' West of the Southeast corner of the Southwest quarter of the Northwest quarter of Section 24;
17.	North 89°42'23" West	518.50 feet		West along the South line of the Southwest quarter of the Northwest quarter of Section 24 to the Southwest corner of the Southwest quarter of the Northwest quarter of Section 24;
18.	North 00°44'25" East	1,326.96 feet		North along the West line of the Southwest quarter of the Northwest quarter of Section 24 to the Northwest corner of the Southwest quarter of the Northwest quarter of Section 24;
19.	South 89°59'35" East	1,338.41 feet		East along the North line of the Southwest quarter of the Northwest quarter of Section 24 to the Northeast corner of the Southwest quarter of the Northwest quarter of Section 24 and the Northwest corner of the Southeast quarter of the Northwest quarter of Section 24;

POLK COUNTY

Description Of Territory Served

LAKE GIBSON ESTATES (Cont.)

Call Number	Bearing or Central Angle	Distance or Arc Length	Radius	Annotation
20.	South 89° 59' 59" East	888.27 feet		West along the North line of the Southeast quarter of the Northwest quarter of Section 24 and the South line of the Northeast quarter of the Northwest quarter of Section 24 to a point approximately 450' West of the Southeast corner of the Northeast quarter of the Northwest quarter of Section 24;
21.	North 00°41'05" East	1,329.15 feet		North along a line approximately 450' West of the East line of the Northeast quarter of the Northwest quarter of Section 24 to a point on the North line of the Northeast quarter of the Northwest quarter of Section 24 and the **Point of Beginning** this point being approximately 450' West of the Northeast corner of the Northeast quarter of the Northwest quarter of Section 24.

WATER

PUTNAM COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Beecher's Point	076-W	1293	09/07/93	930443-WS	Additional Territory
Beecher's Point	076-W	20469	12/20/88	880292-WS	Trnsfr; Add'l. Terr.
Hermits Cove	076-W	13519	07/17/84	840023-WU	Trnsfr; Add'l. Terr.
Interlachen Lake Estates	076-W	1293	09/07/93	930443-WS	Additional Territory
Interlachen Lake Estates	076-W	14059	02/05/85	840359-WS	Trnsfr; Add'l. Terr.
Palm Port	076-W	1293	09/07/93	930443-WS	Additional Territory
Palm Port	076-W	9845-A	04/07/81	800368-WS(TC)	Correction
Palm Port	076-W	9845	03/03/81	800368-WS(TC)	Trnsfr; Add'l. Terr.
Park Manor	076-W	13844	11/09/84	840395-WU	Additional Territory
Pomona Park	076-W	9907	03/31/81	800638-W(TC)	Trnsfr; Add'l. Terr.
River Grove	076-W	9389	05/23/80	791040-W	Transfer
Saratoga Harbour	076-W	1293	09/07/93	930443-WS	Additional Territory
Saratoga Harbour	076-W	13519	07/17/84	840023-WU	Trnsfr; Add'l. Terr.
Silver Lake Oaks	076-W	23397	08/23/90	891187-WS	Trnsfr; Add'l. Terr.
St. Johns Highlands	076-W	14059	02/05/85	840359-WS	Trnsfr; Add'l. Terr.
Welaka	076-W	13519	07/17/84	840023-WU	Trnsfr; Add'l. Terr.
Wootens	076-W	1293	09/07/93	930443-WS	Additional Territory
Wootens	076-W	13519	07/17/84	840023-WU	Trnsfr; Add'l. Terr.

PUTNAM COUNTY
Communities Served

Plant Name	Development Name
Beecher's Point	Riverbend
Hermits Cove	Hermits Cove
Interlachen Lake Estates	Interlachen Lake Estates
Palm Port	Palm Port
Park Manor	Park Manor
Pomona Park	Pomona Park
River Grove	River Grove
Saratoga Harbour	Saratoga Harbour
Silver Lake Oaks	Silver Lake Oaks
St. Johns Highlands	St. Johns Highlands
Welaka	Welaka Mobile Home Park
Wootens	Wootens

PUTNAM COUNTY

Description Of Territory Served

BEECHER'S POINT

Point of Beginning being at the Northwest corner of Section 40, Township 12 South, Range 26 East, Putnam County, Florida, thence following the river's edge in a Southerly direction around to Little Lake George and continue following the water's edge of the lake to the Southeast corner of parcel 0320-0000 as recorded in Book 187, page 162 of Putnam County, Florida, thence North 0° 45' 00" West a distance of 1,713.45 feet, thence East a distance of 198.0 feet, thence North a distance of 2,483.0 feet, thence West a distance of 1,300.25 feet to the Point of Beginning.

PUTNAM COUNTY

Description Of Territory Served

HERMITS COVE

Township 10 South, Range 26 East, Putnam County, Florida.

Section 33 and Section 39 of Hernandez Grant.

Begin at the Southeast corner of said Section 33 and go Northwesterly and parallel to the center line of State Road South 309, 1290 feet; thence South 85° 50' West 745 feet; thence South 4° 04' East 342 feet; thence South 85° 50' 50 feet; thence South 53° 35' West to the waters edge of St. Johns River; thence Southeasterly along the waters edge of said St. Johns River to the point of intersection with a line lying 560 feet, South of and parallel to the North line of the Hernandez line, thence North 73° 37' 32" East to a point 20 feet West of the centerline of State Road S-309; thence North 29° 40' 22" West 560 feet, more or less to the Point of Beginning.

PUTNAM COUNTY

Description Of Territory Served

INTERLACHEN LAKE ESTATES

All of the Southwest ¼ of Section 7, Township 10 South, Range 25 East, Putnam County, Florida, and the North ½ of the Northwest ¼ of Section 18, Township 10 South, Range 25 East, Putnam County, Florida.

PUTNAM COUNTY

Description Of Territory Served

PALM PORT

Point of Beginning being at the Southwest corner of Section 40, Township 9 South, Range 27 East, Putnam County, Florida, where Cow's Creek forms, thence running 1,600 feet more or less along the North side of Cow's Creek in the Easterly direction to the Westerly right-of-way of East River Drive, thence 1,840 feet more or less in the Northwesterly direction along said right-of-way to the Northerly right-of-way of Cypress Drive, thence running 1,700 feet more or less in the Westerly direction to the water's edge of the St. John's River, thence following the water's edge of said river in the Southerly direction for 2,200 feet more or less to the Point of Beginning.

PUTNAM COUNTY

Description Of Territory Served

PARK MANOR

Township 10 South, Range 25 East, Putnam County, Florida.

Section 18
The NE ¼ of the SW ¼ of the NW ¼ of said Section 18.

PUTNAM COUNTY

Description Of Territory Served

POMONA PARK

Township 11 South, Range 27 East, Putnam County, Florida.

Section 31
The East ½.

Section 32
All of said Section 32.

Section 33
The West ½.

PUTNAM COUNTY

Description Of Territory Served

RIVER GROVE

Township 10 South, Range 27 East, Putnam County, Florida.

Section 38

Commencing at the intersection of the South line of Section 5, and the East line of Section 38, Township 10 South, Range 27 East, run South along the Elihu Woodruff Grant line 1,537.80 feet to the South boundary of a certain 100 acre tract surveyed by one Dr. G. E. Hawes; thence West on a line parallel to the North boundary of said Elihu Woodruff Grant 902.70 feet to the Northerly right-of-way line of the Palatka Branch of the F.E.C. Railroad and the Point of Beginning; thence run West along the South right-of-way line of the Old Ferry Road 1,475.82 feet; thence run North 00° 03' 06" East, 269.30 feet; thence run South 89° 59' 38" West, 743.75 feet; thence run North 54° 00' 00" West, 253.00 feet to the W. S. Survey Meander line of said Section 38 and the St. Johns River; thence North 50° 00' 00" East along said Meander line 378.00 feet; thence North 66° 00' 00" East along said Meander line 858.00 feet; thence run North 30° 51' 25" East along said Meander line 260.54 feet; thence leave said Meander line and run North 89° 59' 37" East, 910.00 feet; thence run South 17° 51' 49" East, 210.56 feet; thence run South 39° 44' 39" East, 374.91 feet; thence run South 45° 30' 41" East, 614.94 feet to a point on the Northerly right-of-way line of the above said Palatka Branch of the F.E.C. Railroad; thence run along the curved right-of-way line of said railroad to the Point of Beginning; said Point of Beginning being South 54° 13' 59" West, 537.29 feet from the aforementioned point.

PUTNAM COUNTY

Description Of Territory Served

SARATOGA HARBOUR

Being a portion of that certain parcel of land, being a part of Section 39, Township 11 South, Range 26 East, Putnam County, Florida being more particularly described as commencing at the Southwest corner of said Section 39, thence running 1,650 feet more or less in the Northwesterly direction along the river's edge to a point for the Point of Beginning being the Northwest corner of parcel number 22-11-26-0000-0080-0000, thence from said point 400 feet more or less in the Easterly direction, thence 80 feet more or less to the North, thence 120 feet more or less in the Northwesterly direction, thence 170 feet more or less in the Northeasterly direction, thence 200 feet more or less in the Northwesterly direction, thence 1,500 feet more or less in the Northeasterly direction to Lake Kathleen, thence North 32° 18' 40" West a distance of 190 feet, thence North 40° 08' 20" West a distance of 304.67 feet, thence North 50° 49' 00" West a distance of 323.36 feet, thence North 18° 42' 50" East a distance of 361.90 feet to the Southerly right-of-way of Hamilton Road, also known as Wells Avenue, thence 2,880 feet more or less in the Westerly direction along said right-of-way, to the water's edge of the S. John's River, thence following the water's edge of said river in a Southeasterly direction to the Point of Beginning.

PUTNAM COUNTY

Description Of Territory Served

SILVER LAKE OAKS

Township 10 South, Range 26 East, Putnam County, Florida.

Section 17
The West 532 feet of the South 1430 feet of the East 922 feet of the Southeast ¼ of Section 17, Township 10 South, Range 26 East, Putnam County, Florida.

PUTNAM COUNTY

Description Of Territory Served

ST. JOHN'S HIGHLANDS

Township 11 South, Range 26 East, Putnam County, Florida.

Section 39
The NE ¼ of the NE ¼.

PUTNAM COUNTY

Description Of Territory Served

WELAKA

Township 11 South, Range 26 East, Putnam County, Florida.

Section 39, in J. M. Hernandez Grant.

Begin at the Northeast corner of Lot B, Block 7, said corner also being the intersection of the West right-of-way line of State Road No. S-309 and the South right-of-way line of Hamilton Road; thence South 6° 27' 35" East, 1538.11 feet; thence South 83° 32' 07" West, 1370 feet; thence North 6° 27' 53" West, 626 feet; thence South 83° 32' 07" West, 452 feet; thence North 6° 27' 53" West, 766 feet; thence South 83° 32' 07" West, 28 feet; thence North 6° 27' 53" West, 152.15 feet; thence North 03° 42' 07" East, 2076 feet to the Point of Beginning.

PUTNAM COUNTY

Description Of Territory Served

WOOTENS

Point of Beginning being at the Southwest corner of Section 41, Township 13 South, Range 26 East, Putnam County, Florida, thence running 3,370 feet more or less along the South line of Section 41 up to the Southwesterly right-of-way of C. R. 309, thence continue running 2,000 feet more or less in the Northwesterly direction along the right-of-way of C. R. 309 to the corner where the Westerly right-of-way of County Road 309 and the Southerly right-of-way of Brown's Fish Camp Road, also known as Sunset Drive, intersect, thence running 2,250 feet more or less in the Northwesterly direction up to the water's edge of the St. John's River, thence 1,950 feet more or less along the water's edge of said river, to the Point of Beginning.

WASTEWATER

PUTNAM COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Beecher's Point	284-S	1293	09/07/93	930443-WS	Additional Territory
Beecher's Point	284-S	20469	12/20/88	880292-WS	Trnsfr; Add'l. Terr.
Palm Port	284-S	1293	09/07/93	930443-WS	Additional Territory
Palm Port	284-S	9845-A	04/07/81	800368-WS(MC)	Correction
Palm Port	284-S	9845	03/03/81	800368-WS(TC)	Trnsfr; Add'l. Terr.
Park Manor	284-S	13844	11/09/84	840395-WU	Additional Territory
Silver Lake Oaks	284-S	23397	08/23/90	891187-WS	Trnsfr; Add'l. Terr.

PUTNAM COUNTY

Communities Served

Plant Name	Development Name
Beecher's Point	Riverbend
Palm Port	Palm Port
Park Manor	Park Manor
Silver Lake Oaks	Silver Lake Oaks

PUTNAM COUNTY

Description Of Territory Served

BEECHER'S POINT

Township 12 South, Range 26 East.

Section 40

Being a part of the Triay Grant, Section 40 Township 12 South, Range 26 East, and more particularly described as follows:

Commence at a U.S.D.A. Mon, No. 19, 2.5 feet South of the North line of said Grant; thence continue Southerly 2483 feet to U.S.D.A. Mon. No. 18; thence run West a distance of 198 feet to U.S.D.A. Mon. No. 17; thence S 89° 34' 43" West, 1839.25 feet to the Point of Beginning; thence S 0° 25' 17" East 50.00 feet; thence S 89° 34' 43" West 971.98 feet; thence S 24° 51' 48" East, 90.00 feet; thence S 65° 08' 12" West, 803.17 feet; thence S 76° 55' 15" West, 310.60 feet; thence S 0° 27' 10" East, 742.6 feet more or less to the Northerly Shoreline of Little Lake George; thence Westerly, Northerly and Easterly along the Shoreline of said Lake and the St. Johns River a distance of 3320 feet more or less; thence leaving said Shoreline S 32° 49' 07" East, 190 feet more or less thence N 65° 08' 12" East, 200.00 feet; thence N 89° 34' 43" East, 982.59 feet to the Point of Beginning.

PUTNAM COUNTY

Description Of Territory Served

PALM PORT

Point of Beginning being at the Southwest corner of Section 40, Township 9 South, Range 27 East, Putnam County, Florida, where Cow's Creek forms, thence running 1,600 feet more or less along the North side of Cow's Creek in the Easterly direction to the Westerly right-of-way of East River Drive, thence 1,840 feet more or less in the Northwesterly direction along said right-of-way to the Northerly right-of-way of Cypress Drive, thence running 1,700 feet more or less in the Westerly direction to the water's edge of the St. John's River, thence following the water's edge of said river in the Southerly direction for 2,200 feet more or less to the Point of Beginning.

PUTNAM COUNTY

Description Of Territory Served

PARK MANOR

Township 10 South, Range 25 East, Putnam County, Florida.

Section 18
The NE ¼ of the SW ¼ of the NW ¼ of said Section 18.

PUTNAM COUNTY

Description Of Territory Served

SILVER LAKE OAKS

Township 10 South, Range 26 East, Putnam County, Florida.

Section 17
The West 532 feet of the South 1430 feet of the East 922 feet of the Southeast ¼ of Section 17, Township 10 South, Range 26 East, Putnam County, Florida.

Effective Date: April 18, 1997

By: Forrest L. Ludsen
Forrest L. Ludsen, Vice President
Finance and Administration

WATER

SEMINOLE COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Apple Valley	279-W	0414	03/27/95	930130-WS	Additional Territory
Apple Valley	279-W	9843	03/03/81	780952-W	Additional Territory
Apple Valley	279-W	9843	03/03/81	780818-WS	Additional Territory
Apple Valley	279-W	9843	03/03/81	780727-W(EX)	Additional Territory
Apple Valley	279-W	7713	03/24/77	760768-WS(EX)	Additional Territory
Apple Valley	279-W	7588	01/17/77	750760-W	Original Certificate
Chuluota	279-W	PSC-00-0734-FOF-WS	04/14/00	980657-WS	Territory Amendment
Chuluota	279-W	PSC-95-0414-FOF-WS	03/27/95	930130-WS	Additional Territory
Chuluota	279-W	16162	05/28/86	860585-WS	Additional Territory
Chuluota	279-W	9988	05/05/81	780278-WS(TC)	Trnsfr; Terr. Amend.
Dol Ray Manor	279-W	0414	03/27/95	930130-WS	Additional Territory
Dol Ray Manor	279-W	9988	05/05/81	780278-WS(TC)	Trnsfr; Terr. Amend.
Druid Hills	279-W	0414	03/27/95	930130-WS	Additional Territory
Druid Hills	279-W	9988	05/05/81	780278-WS(TC)	Trnsfr; Terr. Amend.
Fern Park	279-W	0414	03/27/95	930130-WS	Additional Territory
Fern Park	279-W	7588	01/17/77	750760-W	Original Certificate
Harmony Homes	279-W	7588	01/17/77	750760-W	Original Certificate
Lake Brantley	279-W	0414	03/27/95	930130-WS	Additional Territory
Lake Brantley	279-W	7588	01/17/77	750760-W	Original Certificate
Lake Harriet Estates	279-W	0414	03/27/95	930130-WS	Additional Territory
Lake Harriet Estates	279-W	7588	01/17/77	750760-W	Original Certificate
Meredith Manor	279-W	0414	03/27/95	930130-WS	Additional Territory
Meredith Manor	279-W	7891	07/07/77	770434-W(TC)	Trnsfr; Add'l. Terr.

SEMINOLE COUNTY

Communities Served

Plant Name	Development Name
~~Apple Valley~~	~~Apple Valley/Sanlando~~
~~Apple Valley~~	~~Robin Hills~~
~~Apple Valley~~	~~Sanlando Estates~~
~~Apple Valley~~	~~Victoria Park~~
Chuluota	Chuluota
~~Dol Ray Manor~~	~~Dol Ray Manor~~
~~Druid Hills~~	~~Bretton Woods~~
~~Druid Hills~~	~~Druid Hill Park~~
~~Druid Hills~~	~~Hidden Estates~~
~~Fern Park~~	~~Fern Park~~
~~Fern Park~~	~~Prairie Lake Heights~~
~~Fern Park~~	~~Prairie Lake Manor~~
Harmony Homes	Harmony Homes
~~Lake Brantley~~	~~Lake Brantley Isles~~
~~Lake Harriet Estates~~	~~Lake Harriet Estates~~
~~Meredith Manor~~	Brantley Harbor
~~Meredith Manor~~	~~East Lake Brantley Shores~~
~~Meredith Manor~~	~~Gene Gables~~
~~Meredith Manor~~	~~Golfview Estates~~
~~Meredith Manor~~	~~Mobile Manor~~
~~Meredith Manor~~	~~Sanlando Estates~~

SEMINOLE COUNTY

Description Of Territory Served

CHULUOTA

Township 21 South, Range 32 East, Seminole County, Florida.

Sections 16 and 17

Beginning at the Southeast corner of the of the Southwest ¼ of said Section 16, run North to the Northeast corner of the South ½ of the Northeast ¼ of the Southwest ¼ of said Section 16, thence run West 721 feet, thence South 54 degrees 30 minutes West 2693 feet to the Easterly Right-of-Way of F.E.C.R.R., thence Southeast along said Right-of-Way to the South line of said Section 17, thence East, to the Point of Beginning.

Section 20

The East ½ of said Section 20.

Section 21

The West ¾ of said Section 21; the Southeast ¼ of the Northeast ¼ less the East 200 feet of said Section 21; and the North ½ of the Northeast ¼ of the Southeast ¼ less the East 200 feet of said Section 21.

Section 28

The West ½ of said Section 28 and the West ½ of the Northeast ¼ of said Section 28

Section 29

The East ½ of the Northeast ¼ of said Section 29; the Southeast ¼ of the Northwest ¼ of the Northeast ¼ of said Section 29; the Southwest ¼ of the Northeast ¼ of said Section 29; the Southeast ¼ of said Section 29; and the East ½ of the Southwest ¼ of said Section 29.

SEMINOLE COUNTY

Description Of Territory Served

HARMONY HOMES

Township 21 South, Range 30 East, Seminole County, Florida.

Section 7
The North 950 feet of the West ½ of the NE ¼ of the SW ¼.

ORANGE COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Druid Hills	084-W	0567	05/08/95	930439-WS	Additional Territory
Tangerine	084-W	PSC-00-1515-PAA-WU	08/21/00	000333-WU	Transfer
Tangerine	096-W	9568	09/26/80	800048-W (EX)	Extension of Cert.
Tangerine	096-W	5446	06/08/72	71559-W	Original Certificate

ORANGE COUNTY

Communities Served

Plant Name	Development Name
Druid Hills	Druid Hills
Tangerine	Tangerine

ORANGE COUNTY

Description Of Territory Served

DRUID HILLS

Township 21 South, Range 29 East

Section 26
The North 400 feet of the Northwest ¼ of the Northeast ¼ of the Northeast ¼ and that portion of the Northeast ¼ of the Northeast ¼ of the Northwest ¼ lying East of Interstate 4.

WASTEWATER

SEMINOLE COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
~~Apple Valley~~	~~226-S~~	~~0414~~	~~03/27/95~~	~~930130-WS~~	~~Additional Territory~~
~~Apple Valley~~	~~226-S~~	~~9843~~	~~03/03/81~~	~~788813-WS~~	~~Additional Territory~~
~~Apple Valley~~	~~226-S~~	~~7713~~	~~03/24/77~~	~~760760-WS(EX)~~	~~Additional Territory~~
~~Apple Valley~~	~~226-S~~	~~7588~~	~~01/17/77~~	~~760761-S~~	~~Original Certificate~~
Chuluota	226-S	PSC-00-0734-FOF-WS	04/14/00	980657-WS	Territory Amendment
Chuluota	226-S	PSC-95-0414-FOF-WS	03/27/95	930130-WS	Additional Territory
Chuluota	226-S	16162	05/28/86	860585-WS	Additional Territory
Chuluota	226-S	9988	05/05/81	780278-WS(TC)	Trnsfr; Terr. Amend.
Florida Central Commerce Park	226-S	21913	09/19/89	881573-SU	Trnsfr; Add'l. Terr.
~~Meredith Manor~~	~~226-S~~	~~0414~~	~~03/27/95~~	~~930130-WS~~	~~Additional Territory~~
~~Meredith Manor~~	~~226-S~~	~~9254~~	~~02/19/80~~	~~790816-S(EX)~~	~~Additional Territory~~

Effective Date: September 12, 2000

By: _____
Forrest L. Ludsen, Senior Vice President
Rates & Regulatory Affairs

SEMINOLE COUNTY

Communities Served

Plant Name	Development Name
~~Apple Valley~~	~~Apple Valley~~
Chuluota	Chuluota
Florida Central Commerce Park	Florida Central Commerce Park
~~Meredith Manor~~	~~Brantley Harbor~~

Effective Date: April 18, 1997

By: Forrest L. Ludsen
Forrest L. Ludsen, Vice President
Finance and Administration

SEMINOLE COUNTY

Description Of Territory Served

CHULUOTA

Township 21 South, Range 32 East, Seminole County, Florida.

Sections 16 and 17

Beginning at the Southeast corner of the of the Southwest ¼ of said Section 16, run North to the Northeast corner of the South ½ of the Northeast ¼ of the Southwest ¼ of said Section 16, thence run West 721 feet, thence South 54 degrees 30 minutes West 2693 feet to the Easterly Right-of-Way of F.E.C.R.R., thence Southeast along said Right-of-Way to the South line of said Section 17, thence East, to the Point of Beginning.

Section 20

The East ½ of said Section 20.

Section 21

The West ¾ of said Section 21; the Southeast ¼ of the Northeast ¼ less the East 200 feet of said Section 21; and the North ½ of the Northeast ¼ of the Southeast ¼ less the East 200 feet of said Section 21.

Section 28

The West ½ of said Section 28 and the West ½ of the Northeast ¼ of said Section 28.

Section 29

The East ½ of the Northeast ¼ of said Section 29; the Southeast ¼ of the Northwest ¼ of the Northeast ¼ of said Section 29; the Southwest ¼ of the Northeast ¼ of said Section 29; the Southeast ¼ of said Section 29; and the East ½ of the Southwest ¼ of said Section 29.

SEMINOLE COUNTY

Description Of Territory Served

FLORIDA CENTRAL COMMERCE PARK

Township 21 South, Range 30 East, Seminole County, Florida.

Section 6
The NW ¼ of the SE ¼

And the E ½ of the SW ¼

And the E 100' of the NW ¼ of the SW ¼

And the SE ¼ of the NW ¼

And the E 100' of the SW ¼ of the NW ¼

And the E 570' of the S 430' and the E 125' of the N 890' of the NE ¼ of the NW ¼

And the SW ¼ of the NE ¼

And the NW ¼ of the NE ¼ less (The NE ¼ of the NW ¼ of the NE ¼ and the N 271' of the E 317' of the SE ¼ of the NW ¼ of the NE ¼)

And all that part of the S 1049' of the E ½ of the NE ¼ that lies West of the Westerly R/W line of the Seaboard Coastline Railroad.

WATER

VOLUSIA COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Deltona	238-W	1449	10/04/93	930153-WS	Add & Delete Terr.
Deltona	238-W	25575	01/07/92	910662-WS	Corp. Reorg.
Deltona Utilities	047-W	22307	12/12/89	881501-WS	Trnsfr. Org. Control
Deltona Utilities	047-W	21297	05/30/89	890464-WS	Additional Territory
Deltona Utilities	047-W	20417	12/05/88	881172-WU	Additional Territory
Deltona Utilities	047-W	14811	08/29/85	850187-WS	Additional Territory
Deltona Utilities	047-W	9452	07/16/80	800489-W	Additional Territory
Deltona Utilities	047-W	9377	05/21/80	790324-WS(TC)	Trnsfr to Subsidiary
Deltona Utilities	047-W	8957	07/16/79	780849-W(EX)	Additional Territory
Deltona Utilities	047-W	8352	06/12/78	770912-W(EX)	Additional Territory
Deltona Utilities	047-W	8298	05/05/78	770548-W(EX)	Additional Territory
Deltona Utilities	047-W	7873	06/28/77	760925-W(EX)	Additional Territory
Deltona Utilities	047-W	7637	02/10/77	760828-W(EX)	Additional Territory
Deltona Utilities	047-W	6713-A	11/02/76	74041-W(EX)	Correction
Deltona Utilities	047-W	7451	09/27/76	760524-W(EX)	Additional Territory
Deltona Utilities	047-W	6713	06/11/75	74041-W(EX)	Additional Territory
Deltona Utilities	107-WS	4771	10/09/69	69296-W	Original Certificate
Jungle Den	238-W	1449	10/04/93	930153-WS	Additional Territory
Jungle Den	238-W	20869	03/09/89	880605-WS	Trnsfr; Add'l. Terr
Tomoka	81-W	PSC-00-1659-PAA-WU	09/18/00	000334-WU	Transfer
Tomoka	81-W	5397	05/02/72	71583-W	Original Certificate

VOLUSIA COUNTY

Communities Served

Plant Name	Development
Deltona	Deltona Lakes
Deltona	Enterprise
Deltona	Enterprise Elementary School
Deltona	Florida Lakes Park
Deltona	Orange City Estate
Jungle Den	Jungle Den
Tomoka	Tanglewood Forest
Tomoka	Tomoka View
Tomoka	Twin River Estates

VOLUSIA COUNTY

Description Of Territory Served

JUNGLE DEN

A portion of Sections 19 and 30, Township 15 South, Range 28 East, Volusia County, Florida, described as follows:

Commencing at the Northeast corner of the Southeast ¼ of Section 19, Township 15 South, Range 28 East, Volusia County, Florida, run thence S 00°10' W along the East line of said Southeast ¼ (said course being the basis of bearings of this description to match local deeds) a distance of 1342.5 feet; thence run S 89°07' E 60.00 feet to the West right-of-way line of Alice Drive; thence S 00°10' W along said right-of-way line 380.00 feet to the Point of Beginning; thence N 89°07' W 80.00 feet; thence S 15°22' W 80.00 feet; thence S 25°25'25" W 79.73 feet to the centerline of an existing canal "A"; thence run N 89°07' W along said centerline 1510 feet more or less to the East edge of St. Johns River; thence meander Southerly and Easterly along the edge of St. Johns River 1300 feet, more or less to reference point "X" in the centerline of an existing canal "B"; thence run N 10° E more or less, 125 feet more or less along said centerline; thence S 68°39' E 62 feet; thence N 87°58' E 47.96 feet to the right-of-way line of River Road; thence run along the Northerly right-of-way line S 80° E more or less 1150 feet more or less; thence N 45° E more or less along said Northerly right-of-way line 240 feet more or less; thence S 45° E more or less along said right-of-way line 50 feet more or less to the West right-of-way line of Alice Drive; thence run N 5° E more or less along said West right-of-way line 1090 feet more or less to the Point of Beginning.

VOLUSIA COUNTY

Description Of Territory Served

TOMOKA

Township 14 South, Range 32 East, Volusia County, Florida.

Tanglewood Forest – Tomoka View System

Section 30

Begin at the Northwest corner of the Southeast ¼ of the Northwest ¼ and run thence North 02° 02' 46" West, 1,218 feet more or less to a point in the Southerly shore of the Tomoka River; thence return to the Point of Beginning; thence from said Point of Beginning, run South 02° 02' 46" East, 940 feet to a point; thence North 87° 57' 14" East, 1,090 feet to a point in the North right-of-way of Ormond-Barberville Road (Highway 40); thence North 34° 02' 23" East, 757.70 feet; thence North 45° 17' 23" East, 300.55 feet; thence North 49° 01' 37" West, 611.40 feet; thence North 08° 46' 17" West, 1,011.73 feet; thence South 87° 28' 07" West 1,067 feet more or less to a point in the aforesaid Southerly shore of the Tomoka river; thence Southwesterly 125 feet more or less to the Northerly termination of the first named course of this description, to end and close.

Township 14 South, Range 31 East, Volusia County, Florida.

Twin River Estates System

Section 25

Begin at the Southwest corner of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 25; thence North 0° 48' West to a point in the Southerly shore line of the Little Tomoka River; thence return to the Point of Beginning; thence North 87° 56' East, 236.43 feet to a point in the Northerly right-of-way of the Ormond-Barberville Road (Highway 40); thence North 73° 05' 50" East, along said Northerly right-of-way line of the Ormond-Barberville Road (Highway 40) to an intersection with the West shoreline of Tomoka River; thence Northerly along the meandering West shoreline of said Tomoka River to an intersection with the Southerly shoreline of Little Tomoka River; thence Westerly along the meandering Southerly shoreline of said Little Tomoka River to a point being the termination of the first named course of this description, to end and close.

WASTEWATER

VOLUSIA COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Deltona	182-S	1449	10/04/93	930153-WS	Add & Delete Terr
Deltona	182-S	25575	01/07/92	910662-WS	Corp. Reorg.
Deltona Utilities	048-S	22307	12/12/89	881501-WS	Trnsfr. Org. Contrc
Deltona Utilities	048-S	21297	05/30/89	890464-WS	Additional Territory
Deltona Utilities	048-S	14811	08/29/85	850187-WS	Additional Territory
Deltona Utilities	048-S	9560	09/22/80	800152-S	Additional Territory
Deltona Utilities	048-S	9377	05/21/80	790324-WS(TC)	Trnsfr. to Subsidiary
Deltona Utilities	048-S	6713-A	11/02/76	74042-S(EX)	Correction
Deltona Utilities	048-S	7210	04/19/76	760252-S(EX)	Additional Territory
Deltona Utilities	048-S	6713	06/11/75	74042-S(EX)	Additional Territory
Deltona Utilities	SS-89	4771	10/09/69	69297-S	Original Certificate
Jungle Den	182-S	1449	10/04/93	930153-WS	Additional Territory
Jungle Den	182-S	20869	03/09/89	880605-WS	Trnsfr. Add'l Terr

VOLUSIA COUNTY

Communities Served

Plant Name	Development Name
Deltona	Deltona Lakes
Deltona	Enterprise
Jungle Den	Jungle Den

VOLUSIA COUNTY

Description Of Territory Served

JUNGLE DEN

A portion of Sections 19 and 30, Township 15 South, Range 28 East, Volusia County, Florida, described as follows:

Commencing at the Northeast corner of the Southeast ¼ of Section 19, Township 15 South, Range 28 East, Volusia County, Florida, run thence S 00°10' W along the East line of said Southeast ¼ (said course being the basis of bearings of this description to match local deeds) a distance of 1342.5 feet; thence run S 89°07' E 60.00 feet to the West right-of-way line of Alice Drive; thence S 00°10' W along said right-of-way line 380.00 feet to the Point of Beginning; thence N 89°07' W 80.00 feet; thence S 15°22' W 80.00 feet; thence S 25°25'25" W 79.73 feet to the centerline of an existing canal "A"; thence run N 89°07' W along said centerline 1510 feet more or less to the East edge of St. Johns River; thence meander Southerly and Easterly along the edge of St. Johns River 1300 feet, more or less to reference point "X" in the centerline of an existing canal "B"; thence run N 10° E more or less, 125 feet more or less along said centerline; thence S 68°39' E 62 feet; thence N 87°58' E 47.96 feet to the right-of-way line of River Road; thence run along the Northerly right-of-way line S 80° E more or less 1150 feet more or less; thence N 45° E more or less along said Northerly right-of-way line 240 feet more or less; thence S 45° E more or less along said right-of-way line 50 feet more or less to the West right-of-way line of Alice Drive; thence run N 5° E more or less along said West right-of-way line 1090 feet more or less to the Point of Beginning.

WATER

Washington

WASHINGTON COUNTY

Territory Served

Plant Name	Cert.	Order	Order Issued	Docket Number	Filing Type
Sunny Hills	501-W	25575	01/07/92	910662-WS	Corp. Reorg.
Sunny Hills Utilities	501-W	22307	12/12/89	881501-WS	Trnsfr. Org. Control
Sunny Hills Utilities	501-W	18902	02/22/88	870984-WS	Original Certificate

WASHINGTON COUNTY

Communities Served

Plant Name	Development Name
Sunny Hills	Sunny Hills

WASHINGTON COUNTY

Description Of Territory Served

SUNNY HILLS

Situated in Township 2 North, Range 13 West, Washington County, Florida.

Section 1
All of Section 1.

Section 4
The SW ¼; the W ½ of the SE ¼.

Section 5
The W ¼; the SE ¼ of the SW ¼.

Section 6
The E ¼; the SW ¼ of the SE ¼.

Section 7
The E ½; the SE ¼ of the SW ¼.

Section 8
All of Section 8.

Section 9
The N ½; the SW ¼; the NW ¼ of the SE ¼.

Section 11
The N ½; the NW ¼ of the SW ¼.

Section 12
The NW ¼; the S ½ less the SW ¼ of the SW ¼.

Section 13
The E ½; the S ½ of the SW ¼.

Section 14
The S ½ of the SE ¼.

Section 15
The W ½ of the SW ¼.

Section 16
All of Section 16 except the N ½ of the NE ¼.

Sections 17 and 18
All of Sections 17 and 18.

WASHINGTON COUNTY

Description Of Territory Served

SUNNY HILLS (Cont.)

Section 19
The E 3/4; the NW ¼ of the NW ¼; the SW ¼ of the SW ¼.

Sections 20 and 21
All of Sections 20 and 21.

Section 22
The S ½; the W ½ of the NW ¼.

Section 23
The S ½ and the NE ¼.

Section 24
The NW ¼.

Sections 25, 26 and 27
All of Sections 25, 26 and 27.

Section 28
The N ¼; the SW ¼ of the NW ¼; the N ½ of the S ½ of the NE ¼.

Section 29
The N ½; a portion of the SW ¼; a portion of the N ½ of the SE ¼.

Sections 30, 31 and 35
All of Sections 30, 31 and 35.

Section 36
The N ¾; the SW ¼ of the SW ¼.

Situated in Township 2 North, Range 14 West, Washington County, Florida.

Section 13
The N ½ less the NW ¼ of the NE ¼; the S ½ less the W ½ of the SW ¼.

Section 24
The NE ¼ of the NW ¼; the SE ¼ of the SW ¼; the SW ¼ of the SE ¼.

Section 25
All of Section 25 less the W ½ of the NW ¼.

Section 26
All of Section 26 less the NE ¼.

WASHINGTON COUNTY

Description Of Territory Served

SUNNY HILLS (Cont.)

Section 27
All that portion of Section 27 East of the right-of-way of S.R. 77.

Section 34
All that portion of Section 34 East of the right-of-way of S.R. 77.

Sections 35 and 36
All of Sections 35 and 36.

Situated in Township 1 North, Range 13 West, Washington County, Florida.

Section 2
The W ¼.

Situated in Township 1 North, Range 14 West, Washington County, Florida.

Section 2
A portion of the N ½.

Section 3
The NE ¼.

WASTEWATER

WASHINGTON COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Sunny Hills	435-S	25575	01/07/92	910662-WS	Corp. Reorg.
Sunny Hills Utilities	435-S	22307	12/12/89	881501-WS	Trnsfr. Org. Control
Sunny Hills Utilities	435-S	18902	02/22/88	870984-WS	Original Certificate

WASHINGTON COUNTY

Communities Served

Plant Name	Development Name
Sunny Hills	Sunny Hills

WASHINGTON COUNTY

Description Of Territory Served

SUNNY HILLS

Situated in Township 2 North, Range 13 West, Washington County, Florida.

Section 7
A portion of the SE ¼ of the SE ¼.

Section 8
A portion of the SW ¼.

Section 15
The W ½ of the SW ¼.

Section 16
The S 3/4; a portion of the N ½ of the NW ¼.

Section 17
A portion of the NE ¼; the E ½ of the NW ¼; a portion of the W ½ of the NW ¼; the N ½ of the SE ¼; a portion of the S ½ of the SE ¼; a portion of the SW ¼.

Section 18
A portion of the NE ¼ of the NE ¼.

Section 19
The SW ¼ of the SW ¼

Section 20
A portion of the E ½ of the NE ¼; a portion of the NE ¼ of the SE ¼.

Section 21
The N ½; the N ½ of the SW ¼; a portion of the S ½ of the SW ¼; a portion of the SE ¼.

Section 22
A portion of the W ½ of the NW ¼.

Section 28
A portion of the N ½ of the NW ¼.

Section 29
A portion of the S ½ of the NW ¼; a portion of the SW ¼.

Section 30
The SE ¼ less the NE ¼ of the SE ¼; a portion of the SW ¼, the W ½ of the NW ¼; a portion of the E ½ of the NW ¼.

WASHINGTON COUNTY

Description Of Territory Served

SUNNY HILLS (Cont.)

Section 31
A portion of the N ¼ of the NE ¼; a portion of the N ¼ of the NW ¼; a portion of the SW ¼ of the NW ¼; a portion of the N ¼ of the NW ¼ of the SW ¼.

Situated in Township 2 North, Range 14 West, Washington County, Florida.

Section 25
A portion of the SE ¼ of the SE ¼ of the SE ¼.

Section 36
A portion of the N ½; a portion of the N ½ of the SE ¼; a portion of the N ½ of the SW ¼.

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Beechers Point
# of customers - active connections	50
# of Wells	Interconnected
capacity of wells - gpm	
# of tanks	
storage capacity of tanks	
miles of main, by size	2.8

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Carlton Village
# of customers - active connections	192
# of meters - total conncections	199
# of Wells	2
capacity of wells - gpm	400
# of tanks	
storage capacity of tanks	
miles of main, by size	5.8

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Chuluota
# of customers - active connections	1,047
# of meters - total conncections	1,078
# of Wells	4
capacity of wells - gpm	1,800
# of tanks	2
storage capacity of tanks	450,000
miles of main, by size	18.3

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	East Lake Harris Estates
# of customers - active connections	173
# of meters - total conncections	178
# of Wells	1
capacity of wells - gpm	200
# of tanks	
storage capacity of tanks	
miles of main, by size	4.0

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Fern Terrace
# of customers - active connections	123
# of meters - total conncections	127
# of Wells	1
capacity of wells - gpm	180
# of tanks	-
storage capacity of tanks	-
miles of main, by size	1.8

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Friendly Center
# of customers - active connections	29
# of meters - total conncections	30
# of Wells	1
capacity of wells - gpm	100
# of tanks	
storage capacity of tanks	-
miles of main, by size	0.3

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Gibsonia Estates
# of customers - active connections	178
# of meters - total conncections	189
# of Wells	2
capacity of wells - gpm	270
# of tanks	
storage capacity of tanks	
miles of main, by size	3.3

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Grand Terrace
# of customers - active connections	107
# of meters - total conncections	112
# of Wells	1
capacity of wells - gpm	600
# of tanks	-
storage capacity of tanks	
miles of main, by size	0.6

• This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

Major Water System Assets:	System Name:
	Harmony Homes
# of customers - active connections	59
# of meters - total conncections	64
# of Wells	1
capacity of wells - gpm	300
# of tanks	
storage capacity of tanks	
miles of main, by size	0.7

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Hermits Cove
# of customers - active connections	178
# of meters - total conncections	188
# of Wells (Note: 2 wells and only one pump)	1
capacity of wells - gpm	150
# of tanks	1
storage capacity of tanks	42,000
miles of main, by size	1.9

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Hobby Hills
# of customers - active connections	96
# of meters - total conncections	106
# of Wells	2
capacity of wells - gpm	325
# of tanks	
storage capacity of tanks	
miles of main, by size	0.8

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Holiday Haven
# of customers - active connections	120
# of meters - total conncections	128
# of Wells	Interconnected
capacity of wells - gpm	-
# of tanks	
storage capacity of tanks	
miles of main, by size	1.8

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

Major Water System Assets:	System Name:
	Imperial Terrace
# of customers - active connections	242
# of meters - total conncections	245
# of Wells	2
capacity of wells - gpm	492
# of tanks	
storage capacity of tanks	
miles of main, by size	3.1

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Interlachen
# of customers - active connections	240
# of meters - total conncections	251
# of Wells	2
capacity of wells - gpm	340
# of tanks	1
storage capacity of tanks	30,500
miles of main, by size	4.5

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Jungle Den
# of customers - active connections	115
# of meters - total conncections	115
# of Wells	Interconnected
capacity of wells - gpm	
# of tanks	
storage capacity of tanks	
miles of main, by size	1.6

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name: Kingswood
# of customers - active connections	5
# of meters - total conncections	6
# of Wells	Interconnected
capacity of wells - gpm	
# of tanks	
storage capacity of tanks	
miles of main, by size	0.8

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Lake Gibson
# of customers - active connections	808
# of meters - total conncections	849
# of Wells	2
capacity of wells - gpm	1,100
# of tanks	-
storage capacity of tanks	-
miles of main. by size	9.8

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Leisure Lakes
# of customers - active connections	275
# of meters - total conncections	288
# of Wells	2
capacity of wells - gpm	350
# of tanks	1
storage capacity of tanks	15,000
miles of main, by size	2.9

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Morningview
# of customers - active connections	36
# of meters - total conncections	39
# of Wells	
capacity of wells - gpm	425
# of tanks	-
storage capacity of tanks	-
miles of main, by size	0.7

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

Major Water System Assets:	System Name:
	Oakwood
# of customers - active connections	206
# of meters - total conncections	259
# of Wells	Interconnected
capacity of wells - gpm	
# of tanks	-
storage capacity of tanks	-
miles of main, by size	2.9

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

Major Water System Assets:	System Name:
	Orange Hill
# of customers - active connections	162
# of meters - total conncections	178
# of Wells	1
capacity of wells - gpm	170
# of tanks	
storage capacity of tanks	
miles of main, by size	2.0

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Palm Port
# of customers - active connections	108
# of meters - total conncections	109
# of Wells	1
capacity of wells - gpm	100
# of tanks	1
storage capacity of tanks	18,000
miles of main, by size	1.6

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Palm Terrace
# of customers - active connections	1,167
# of meters - total conncections	1,205
# of Wells	1
capacity of wells - gpm	160
# of tanks	
storage capacity of tanks	-
miles of main, by size	11.8

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Palms Mobile Home Park
# of customers - active connections	62
# of meters - total conncections	64
# of Wells	1
capacity of wells - gpm	130
# of tanks	
storage capacity of tanks	
miles of main, by size	0.7

• This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

Major Water System Assets:	System Name:
	Picciola Island
# of customers - active connections	137
# of meters - total conncections	155
# of Wells	2
capacity of wells - gpm	275
# of tanks	
storage capacity of tanks	
miles of main, by size	3.4

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Piney Woods
# of customers - active connections	173
# of meters - total conncections	185
# of Wells	2
capacity of wells - gpm	440
# of tanks	1
storage capacity of tanks	45,000
miles of main, by size	3.8

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Pomona Park
# of customers - active connections	162
# of meters - total conncections	199
# of Wells	2
capacity of wells - gpm	95
# of tanks	
storage capacity of tanks	
miles of main, by size	4.4

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Quail Ridge
# of customers - active connections	65
# of meters - total conncections	70
# of Wells	
capacity of wells - gpm	650
# of tanks	
storage capacity of tanks	

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	River Grove
# of customers - active connections	106
# of meters - total conncections	108
# of Wells	1
capacity of wells - gpm	135
# of tanks	1
storage capacity of tanks	15,000
miles of main, by size	1.3

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Saratoga Harbour
# of customers - active connections	47
# of meters - total conncections	50
# of Wells	1
capacity of wells - gpm	110
# of tanks	1
storage capacity of tanks	40,000
miles of main, by size	1.2

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Silver Lake Estates
# of customers - active connections	1,122
# of meters - total conncections	1,138
# of Wells	2
capacity of wells - gpm	2,850
# of tanks	1
storage capacity of tanks	50,000
miles of main, by size	14.3

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

Major Water System Assets:	System Name:
	Silver Lake Oaks
# of customers - active connections	38
# of meters - total conncections	59
# of Wells	2
capacity of wells - gpm	75
# of tanks	1
storage capacity of tanks	12,000
miles of main, by size	0.4

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

Major Water System Assets:	System Name:
	Skycrest
# of customers - active connections	118
# of meters - total conncections	129
# of Wells	2
capacity of wells - gpm	675
# of tanks	
storage capacity of tanks	
miles of main, by size	1.5

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Stone Mountain
# of customers - active connections	9
# of meters - total conncections	13
# of Wells	1
capacity of wells - gpm	100
# of tanks	
storage capacity of tanks	
miles of main, by size	0.5

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Sugar Creek
# of customers - active connections	65
# of meters - total conncections	66
# of Wells	1
capacity of wells - gpm	56
# of tanks	-
storage capacity of tanks	-
miles of main, by size	-

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Sunny Hills
# of customers - active connections	447
# of meters - total conncections	477
# of Wells	3
capacity of wells - gpm	850
# of tanks	1
storage capacity of tanks	60,000
miles of main, by size	72.0

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

Major Water System Assets:	System Name:
	Tangerine
# of customers - active connections	255
# of meters - total conncections	268
# of Wells	2
capacity of wells - gpm	575
# of tanks	
storage capacity of tanks	
miles of main, by size	9.2

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
(Tomoka View and Twin Rivers)	Tomoka View
# of customers - active connections	266
# of meters - total conncections	269
# of Wells	4
capacity of wells - gpm	500
# of tanks	2
storage capacity of tanks	29,500
miles of main, by size	2.4

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Valencia Terrace
# of customers - active connections	332
# of meters - total conncections	356
# of Wells	2
capacity of wells - gpm	1,100
# of tanks	
storage capacity of tanks	
miles of main, by size	3.6

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Venetian Village
# of customers - active connections	147
# of meters - total conncections	155
# of Wells	4
capacity of wells - gpm	340
# of tanks	
storage capacity of tanks	
miles of main, by size	2.7

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Welaka
# of customers - active connections	97
# of meters - total conncections	110
# of Wells	1
capacity of wells - gpm	76
# of tanks	
storage capacity of tanks	
miles of main, by size	1.5

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Western Shores
# of customers - active connections	388
# of meters - total conncections	399
# of Wells	
capacity of wells - gpm	600
# of tanks	
storage capacity of tanks	
miles of main, by size	-

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Wootens
# of customers - active connections	27
# of meters - total conncections	33
# of Wells	2
capacity of wells - gpm	25
# of tanks	
storage capacity of tanks	
miles of main, by size	0.6

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.1

WATER ASSETS

Major Water System Assets:	System Name:
	Zephyr Shores
# of customers - active connections	488
# of meters - total conncections	602
# of Wells	2
capacity of wells - gpm	120
# of tanks	-
storage capacity of tanks	-
miles of main, by size	3.3

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

WASTEWATER ASSETS

Major Water System Assets:	System Name:
	Beechers Point
# of customers - active connections	18
# of Plants	Interconnected
capacity of plant	Interconnected
# of boosters	3
miles of main, by size	0.6

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

WASTEWATER ASSETS

Major Water System Assets:	System Name:
	Chuluota
# of customers - active connections	401
# of Plants	1
capacity of plant - mg	0.100
# of boosters	2

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

WASTEWATER ASSETS

# of customers - active connections	65
# of Plants	1
capacity of plant - mg	0.095
# of boosters	1
miles of main, by size	4.8

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

Major Water System Assets:	System Name:
	Holiday Haven
# of customers - active connections	102
# of Plants	1
capacity of plant - mg	0.025
# of boosters	1
miles of main, by size	0.7

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

WASTEWATER ASSETS

Major Water System Assets:	System Name:
	Jungle Den
# of customers - active connections	134
# of Plants	1
capacity of plant - mg	0.021
# of boosters	4
miles of main, by size	1.5

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

Major Water System Assets:	System Name:
	Lake Gibson
# of customers - active connections	314
# of Plants	Interconnected
capacity of plant	Interconnected
# of boosters	4
miles of main. by size	5.3

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

WASTEWATER ASSETS

Major Water System Assets:	System Name:
	Leisure Lakes
# of customers - active connections	271
# of Plants	1
capacity of plant - mg	0.050
# of boosters	1

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

WASTEWATER ASSETS

Major Water System Assets:	System Name:
	Morningview
# of customers - active connections	34
# of Plants	1
capacity of plant - mg	0.020
# of boosters	2
miles of main, by size	0.8

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

Major Water System Assets:	System Name:
	Palm Port
# of customers - active connections	106
# of Plants	1
capacity of plant - mg	0.030
# of boosters	2
miles of main, by size	1.8

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

Major Water System Assets:	System Name:
	Palm Terrace
# of customers - active connections	1,005
# of Plants	1
capacity of plant - mg	0.130
# of boosters	4
miles of main, by size	8.7

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

WASTEWATER ASSETS

Major Water System Assets:	System Name:
	Park Manor
# of customers - active connections	32
# of Plants	1
capacity of plant - mg	0.015
# of boosters	1

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

WASTEWATER ASSETS

Major Water System Assets:	System Name:
	Silver Lake Oaks
# of customers - active connections	**37**
# of Plants	**1**
capacity of plant - mg	**0.012**
# of boosters	2
miles of main, by size	0.3

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

WASTEWATER ASSETS

Major Water System Assets:	System Name:
	Sunny Hills
# of customers - active connections	170
# of Plants	1
capacity of plant - mg	0.050
# of boosters	3
miles of main, by size	7.5

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

Major Water System Assets:	System Name:
	Valencia Terrace
# of customers - active connections	328
# of Plants	1
capacity of plant - mg	0.080
# of boosters	3
miles of main, by size	3.2

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

Major Water System Assets:	System Name:
	Venetian Village
# of customers - active connections	92
# of Plants	1
capacity of plant - mg	0.036
# of boosters	4
miles of main, by size	6.0

* This information obtained from 2003 Annual Report

EXHIBIT 2.1.2

Major Water System Assets:	System Name:
	Zephyr Shores
# of customers - active connections	484
# of Plants	Interconnected
capacity of plant	Interconnected
# of boosters	3
miles of main, by size	4.5

* This information obtained from 2003 Annual Report

Exhibit 2.1(e)
SELLER CONTRACTS*

BREVARD COUNTY:

IV(H) – Vendor Contracts

	Title	Parties	Date
1.	Purchased Water	Brevard County Water Resources	

IV(J) – Other

	Title	Parties	Date
2.*	Utility Agreement	DCB/Woodside Melbourne, LTD and General Development Utilities, Inc.	1/30/87

HIGHLANDS COUNTY:

IV(D) 1. – Agreements for Engineering Services

	Title	Parties	Date
1.	Survey	Germaine Surveying	3/18/04

IV(G) – Agreements Administered Under Operations Budget

	Title	Parties	Date
2.*	Agreement - Sludge Hauling Services	Pugh Utilities Service	
3.	Agreement - Operations Contract	Short Utility Services	
4.	Agreement - Chemical Providers	Brenntag	
5.	Agreement - Chemical Providers	Stiles-Kem	

IV(H) – Vendor Contracts

	Title	Parties	Date
6.	Electric Accounts	Progress Energy	
7.	Telephone	Sprint	

LAKE COUNTY:

II(C) – Leases

	Title	Lessor	Date
1.*	Lease	Dale E. Bartch and Florida Water Services	7/1/03

* Only those contracts with an asterisk are Seller Contracts

Exhibit 2.1(e)
SELLER CONTRACTS*

IV(A) – Developer's Agreements

	Title	Parties	Date
2.*	Developer Agreement	Florida Water Services and Garner Custom Homes, Inc.	5/5/03

IV(B) – Bulk Water and Wastewater Service Agreements

	Title	Parties	Date
3.*	Water and/or Sewer Users Agreement	Astor-Astor Park Water Association, Inc. and Southern States Utilities	11/30/87

IV(D) 1. – Agreements for Engineering Services

	Title	Parties	Date
4.*	Valencia Terrace Well Investigation	Leggett, Brashears & Graham	3/11/04

IV(F) – Customers with Special Agreements

	Title	Parties	Date
5.*	Letter Agreement - Customer will receive water service free of charge as compensation	Charles Caldwell and Southern States Utilities	no date (11/7/86?)

IV(G) – Agreements Administered Under Operations Budget

	Title	Lessor	Date
6.*	Weed Control/Effluent Ponds	Applied Aquatics	
7.	Uniform Service	Aramark Uniforms	
8.	Lawn Maintenance	C-N-G, Inc.	
9.	Lawn Maintenance	Florida Lawn Care	
10.*	Sludge Hauling Services	Shelley's Septic Tanks, Inc.	
11.	Chemical Providers	Davis Chemicals	
12.	Chemical Providers	Brenntag	
13.	Chemical Providers	Stiles-Kem	

IV(H) – Vendor Contracts

	Title	Parties	Date
14.	Electric Accounts	Sumter Electric Cooperative	
15.	Electric Accounts	City of Leesburg	
16.	Electric Accounts	Progress Energy	
17.	Electric Accounts	Clay Electric Cooperative	

18.*	Purchased Water/Sewer	Astor-Astor Park Water Association	
19.	Telephone	Sprint	
	Title	Parties	Date
20.	Telephone	AT&T	
21.	Fuel for Power Production	Suburban Propane	

ORANGE COUNTY:

II(C) – Leases

	Title	Lessor	Date
1.*	Lease Agreement	Tangerine Improvement Society and Tangerine Water Company	1/4/45
2.*	Lease Extension Agreement	Tangerine Improvement Society and Tangerine Water Company	12/21/99
3.	Assignment of Lease	Tangerine Water Company and Florida Water Services	12/30/99

IV(F) – Customers with Special Agreements

	Title	Parties	Date
4.*	Agreement (no charge in exchange for 99 years premises lease)	Tangerine Improvement Society and Tangerine Water Company	1/4/45

IV(G) – Agreements Administered Under Operations Budget

5.	Lawn Maintenance	Florida Lawncare	
6.	Chemical Providers	Davis Supply, Inc.	

IV(H) – Vendor Contracts

	Title	Parties	Date
7.	Electric Accounts	Progress Energy	

PASCO COUNTY:

II(C) – Leases

	Title	Parties	Date
1.*	Lease Agreement With Option to Purchase	Florida Water Services and Six Mile Pond Investment, L.I.	1/23/01

Exhibit 2.1(e)
SELLER CONTRACTS*

IV(B) – Bulk Water and Wastewater Service Agreements

	Title	Parties	Date
2.*	Wholesale Water Supply Agreement	City of Port Richey, Florida and Ell-Nar Utilities Corporation	12/5/85
3.*	Wholesale Water Supply Agreement	Pasco Water Authority, Inc. and Ell-Nar Utilities Corporation	1/26/77
4.*	First Amendment to Wholesale Water Supply Agreement	Pasco Water Authority, Inc. and Ell-Nar Utilities Corporation	no date
5.*	Bulk Wastewater Treatment Agreement	Southern States Utilities, Inc. and Pasco County	6/3/92

IV(F) – Customers with Special Agreements

	Title	Parties	Date
6.*	Letter Agreement	Mr. Carl Hill and Florida Water Services	3/9/00
7.*	Agreement For Purchase and Sale and Addendum	Southern States Utilities, Inc. and Zephyr Shores Utilities, Inc.	9/25/86
8.*	Master Agreement	Ell-Nar Utilities, Corp. and C.L. Smith Utilities, Inc., Palm Wood Builders, Inc, Southern States Utilities, & Gene Auvil, Esq.	6/10/87
9.*	Contract for Sale and Purchase	Palm Wood Builders, Inc and Southern States Utilities	6/10/87
10.*	Addendum to Contract for Sale and Purchase	Palm Wood Builders, Inc and Southern States Utilities	6/10/87
11.*	Agreement for Purchase and Sale	Ell-Nar Utilities, Corp. and Southern States Utilities	6/10/87
12.*	Memo Re: Palm Terrace Street Lights	Carolyn Copeland and Donna Winter FWS	2/12/88

IV(G) – Agreements Administered Under Operations Budget

	Title	Parties	Date
13.	Lawn Maintenance	Harold Hunter	
14.	Lawn Maintenance	Prostar Turf & Ornamental Care	
15.*	Sludge Hauling Services	Shelley's Septic Tanks, Inc.	
16.	Chemical Providers	Stiles-Kem	
17.	Chemical Providers	Davis Chemicals	

* Only those contracts with an asterisk are Seller Contracts

Exhibit 2.1(e)
SELLER CONTRACTS*

IV(H) – Vendor Contracts

19.	Purchased Water/Sewer	Pasco County Utilities	
20.	Purchased Water/Sewer	City of Port Richey	
21.	Telephone	Verizon	
22.	Garbage/Dumpster Accounts	Seaside Sanitation	

IV(J) – Other

	Title	Parties	Date
23.*	Agreement	Zephyr Shores Utilities, Inc. and American Condominium Parks, Inc.	11/25/85

POLK COUNTY:

IV(B) – Bulk Water and Wastewater Service Agreements

	Title	Parties	Date
1.*	Bulk Wastewater Service Agreement	Polk County and Florida Water Services	11/21/00

2.	Gibsonia Estates Water Main Relocation	W.M. Kriston	10/31/03

IV(G) – Agreements Administered Under Operations Budget

	Title	Parties	Date
3.	Uniform Service	Aramark Uniforms	
4.	Lawn Maintenance	Williams Lawn Service	
5.	Chemical Providers	Davis Chemicals	

IV(H) – Vendor Contracts

	Title	Parties	Date
6.	Electric Accounts	Lakeland Electric & Water	
7.	Electric Accounts	Tampa Electric	
8.	Purchased Water/Sewer	Polk County Utilities Department	
9.	Telephone	Verizon	
10.	Garbage/Dumpster Accounts	Waste Management of Polk County	
11.	Fuel for Power Production	Amerigas	

12.	Fuel for Power Production	Fleetwing	
13.	Fuel for Power Production	Suburban Propane	

IV(J) – Other

	Title	Parties	Date
14.*	Joint Project Agreement Utility Installation by Highway Contractor	Polk County and Florida Water Services	5/1/02
15.	Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity crimes	Polk County and Southern State Utilities	12/7/93

PUTNAM COUNTY:

II(C) – Leases

	Title	Lessor	Date
1.*	Lease Agreement	John E. Spillers, III and Jennifer Sharon Spillers and Florida Water Services	9/1/03
2.*	Lease Agreement for Utility Site	Charles and Dena Pitts and Florida Water Services	3/28/97

IV(B) – Bulk Water and Wastewater Service Agreements

	Title	Parties	Date
3.*	Second Amendment to Wastewater Interconnect and Refundable Advance Agreement	Florida Water Services and Town of Welaka	8/21/02
4.*	Amendment to Wastewater Interconnect and Refundable Advance Agreement	Florida Water Services and Town of Welaka	10/9/01
5.*	Wastewater Interconnect and Refundable Advance Agreement	Florida Water Services and Town of Welaka	5/22/01
6.*	Southern States Utilities/Town of Welaka Bulk Water Agreement	Town of Welaka and Southern States Utilities	8/10/93

IV(F) - Customers with Special Agreements

	Title	Parties	Date
7.*	Agreement	Florida Water Services and Peter Allen and Laura Allen	9/18/02
8.*	Pipeline Crossing Agreement	Florida Water Services and CSX Transportation, Inc.	5/28/03

* Only those contracts with an asterisk are Seller Contracts

Exhibit 2.1(e)
SELLER CONTRACTS*

IV(G) – Agreements Administered Under Operations Budget

	Title	Parties	Date
9.*	Weed Control/Effluent Ponds	Applied Aquatic Management	
10.	Lawn Maintenance	C-N-G Lawn Care	
11.	Uniform Service	G & K Services Inc.	
12.*	Sludge Hauling Services	Shelley's Septic Tanks, Inc.	
13.	Chemical Providers	Brenntag	
14.	Chemical Providers	Custom Controls & Pumps	

IV(H) – Vendor Contracts

	Title	Parties	Date
15.	Electric Accounts	Florida Power & Light	
16.	Electric Accounts	Clay Electric Cooperative	
17.*	Purchased Water/Sewer	Town of Welaka	
18.	Telephone	Bellsouth	
19.	Telephone	Sprint	
20.	Garbage/Dumpster Accounts	Waste Management of Putnam County	
21.	Fuel for Power Production	City of Crescent City	
22.	Fuel for Power Production	Suburban Propane	

SEMINOLE COUNTY:

IV(A) – Developer's Agreements

	Title	Parties	Date
1.*	Developer Agreement	Florida Water Services and Maronda Homes, Inc	11/2/01
2.*	Developer Agreement	Florida Water Services and MAG Development Company, Inc.	8/20/02
3.*	Water and Sewer Service Agreement	Florida Water Services and D.R. Horton, Incorporated	5/12/00
4.*	Developer Agreement	Florida Water Services and School Board of Seminole County	6/11/03
5.*	Developer Agreement	Florida Water Services and Maronda Homes of Florida	7/1/03
6.*	Developer Agreement	Sandalwood Homes, Inc.	3/8/04

* Only those contracts with an asterisk are Seller Contracts

Exhibit 2.1(e)
SELLER CONTRACTS*

IV(B) – Bulk Water and Wastewater Service Agreements

	Title	Parties	Date
7.*	Utility Agreement (Lots 1-10, Block J, Chuluota, Florida)		1/29/82
8.	Sewer Service Agreement	Park Industrial Venture and Southern States Utilities, Inc.	1/6/88
9.	Modification to Sewer Service Agreement	Park Industrial Venture and Southern States Utilities, Inc.	7/26/88
10.	Second Modification to Sewer Service Agreement	Park Industrial Venture and Southern States Utilities	11/16/88

IV(C) – Reuse and Effluent Disposal Agreements

	Title	Parties	Date
11.*	Lease Agreement for Irrigation of Property	Southern States Utilities and Mary Preston Gross	6/13/89

IV(D) 1. – Agreements for Engineering Services

	Title	Parties	Date
12.*	WWTP Engineering Evaluation		3/11/04
13.*	Reuse Feasibility Study		8/29/03
14.*	Revised Proposal for Geotechnical Study for Proposed Chuluota Waste Water Treatment Plant Expansion Chuluota, Seminole County, FL		11/4/02
15.*	WWTP Electrical Design	EMI Consulting	11/4/02
16.*	Well #5 Electrical Design	EMI Consulting	2/11/03
17.*	Proposal for Waste Water Treatment Plant Expansion, Chuluota Plant No. 335	MKT Engineers, Inc	4/10/03

IV(D) 2. - Agreements for Environmental Services

	Title	Parties	Date
18.*	Assist with Chuluota Consumptive Use Permit Modification	Connect Consulting, Inc.	12/22/02
19.*	Chuluota APT	Connect Consulting, Inc.	5/5/03

IV(F) - Customers With Special Agreements

	Title	Parties	Date
20.*	Use Agreement	Southern States Utilities, Inc. and Mr. and Mrs. Michael R. Cronin	11/4/78

* Only those contracts with an asterisk are Seller Contracts

Exhibit 2.1(e)
SELLER CONTRACTS*

	Title	Parties	Date
21.*	Florida Central Commerce Park Irrigation Memo	Florida Water Services and 12 Commercial Accounts	ongoing

IV(G) – Agreements Administered Under Operations Budget

	Title	Parties	Date
22.	Weed Control/Effluent Ponds	Aquatic Management	
23.	Uniform Service	Aramark Uniforms	
24.*	Lawn Maintenance	Nanak's Landscaping	
25.*	Waste Pickup	Container Rental Company, Inc.	
26.*	Sludge Hauling Services	Shelley's Septic Tanks, Inc.	
27.	Chemical Providers	Dumont	
28.	Chemical Providers	Brenntag	

IV(H) – Vendor Contracts

	Title	Parties	Date
29.	Electric Accounts	Florida Power & Light	
30.	Electric Accounts	Progress Energy	
31.	Purchased Water/Sewer	City of Altamonte Springs	
32.	Purchased Water/Sewer	City of Longwood	
33.	Telephone	Chuluota; Sprint	
34.	Garbage/Dumpster Accounts	Florida Recycling	
35.	Fuel for Power Production	Amerigas	

IV(J) – Other

	Title	Parties	Date
36.*	Settlement Agreement and Bulk Wastewater and Reuse Service Agreement	Florida Water Services and City of Longwood	8/22/00
37.*	Agreement	Florida Water Services, Sanlando Utilities Corporation and Alafaya Utilities, Inc.	February 2003
38.*	Amendment to Agreement	Florida Water Services and Sanlando Utilities Corporation	2/12/04

VOLUSIA COUNTY:

IV(B) – Bulk Water and Wastewater Service Agreements

	Title	Parties	Date
1.*	Water and/or Sewer Users Agreement	Astor-Astor Park Water Association, Inc. and Southern States Utilities	11/30/87

* Only those contracts with an asterisk are Seller Contracts

Exhibit 2.1(e)
SELLER CONTRACTS*

IV(G) – Agreements Administered Under Operations Budget

	Title	Parties	Date
2.*	Weed Control/Effluent Ponds	Applied Aquatic Management	
3.	Lawn Maintenance	C-N-G, Inc.	
	Title	Parties	Date
4.*	Sludge Hauling Services	Shelley's Septic Tanks, Inc.	
5.	Chemical Providers	The Dumont Company	
6.	Chemical Providers	Stiles-Kem	
7.*	Security Monitoring	Guardian Security Systems	8/8/03

IV(H) – Vendor Contracts

	Title	Parties	Date
8.	Electric Accounts	Clay Electric Cooperative, Inc.	
9.	Electric Accounts	Florida Power & Light	
10.	Telephone	Bellsouth	

WASHINGTON COUNTY:

	Title	Parties	Date
1.	Uniform Service	Aramark Uniforms	

	Title	Parties	Date
3.	Electric Accounts	Gulf Power Company	
4.	Telephone	Bellsouth	

IV(J) – Other

	Title	Parties	Date
5.*	Purchase Agreement	Deltona Corporation, Deltona Utilities, Inc., Pelican Utility Company, United Florida Utilities Corporation, Deltona Utilities Consultants, Inc. and Topeka Group, Inc.	11/6/85

* Only those contracts with an asterisk are Seller Contracts

Exhibit 2.1(e)
SELLER CONTRACTS*

		Parties	Date
6.*	Settlement Agreement	Deltona Corporation, Topeka Group Inc., Deltona Utilities, In., United Florida Utilities Corporation, Pelican Utility Company, and Deltona Utility Consultants, Inc., Jack R. McDonald	11/6/89
7.*	Development Agreement	Deltona Corporation and Sunny Hills Utilities	11/6/89
8.*	Master Refundable Advance for Construction Agreement	United Florida Utilities Corporation and Topeka Group Incorporated	3/13/90

* Only those contracts with an asterisk are Seller Contracts

Exhibit 2.1(f)
GOVERNMENTAL AUTHORIZATIONS

		Water		Wastewater	
	Name	Permit No.	Permit Expires	DEP Permit No.	Permit Expires
1	Kingswood	Interconnected		no plant	
2	Oakwood	Interconnected		no plant	

HIGHLANDS COUNTY

		Water		Wastewater	
	Name	Permit No.	Permit Expires	DEP Permit No.	Permit Expires
3	Leisure Lakes	SWFWMD WUP 20006456.004	08/05/18	DEP FLA014388-001-DW3P	05/06/04 Active Renewal Application

		Water		Wastewater	
	Name	Permit No.	Permit Expires	DEP Permit No.	Permit Expires
4	Carlton Village	SJRWMD CUP 2605/20690454	12/08/20	no plant	
5	East Lake Harris	SJRWMD CUP 2607	03/07/20	no plant	
6	Fern Terrace	SJRWMD CUP 2611/APPL/20690461N	02/18/20	no plant	
7	Friendly Center	no permit required due to size of well		no plant	
8	Grand Terrace	SJRWMD CUP 2488	02/08/22	no plant	
9	Hobby Hills	SJRWMD CUP 2613	12/07/19	no plant	

Exhibit 2.1(f)
GOVERNMENTAL AUTHORIZATIONS

LAKE COUNTY
[continued]

	Name	Water		Wastewater	
		Permit No.	Permit Expires	DEP Permit No.	Permit Expires
10	Holiday Haven	Interconnected		DEP FLA010655	08/05/06
11	Imperial Mobile Terrace	SJRWMD CUP 4493	06/30/06	no plant	
12	Morningview	SJRWMD CUP 2610	11/17/19	DEP FLA010610	03/27/06
13	Palms Mobile	SJRWMD CUP 2612	11/17/19	no plant	
14	Picciola Island	SJRWMD CUP 2609	12/07/19	no plant	
15	Piney Woods	SJRWMD CUP 2604	05/17/21	no plant	
16	Quail Ridge Estates	SJRWMD CUP 4545/20-069-0080R	11/05/06	no plant	
17	Silver Lake Estates	SJRWMD CUP 2644	5/9/05	no plant	
18	Skycrest	SJRWMD CUP 2614	02/23/20	no plant	
19	Stone Mountain	SJRWMD CUP 2606	07/24/22	no plant	
20	Valencia Terrace	SJRWMD CUP 2632	08/11/20	DEP FLA010599	10/30/06
21	Venetian Village	SJRWMD CUP 2608	02/18/20 (in modification)	DEP FLA010567	10/20/04
22	Western Shores	SJRWMD CUP 2644	05/09/05	no plant	

	Name	Water		Wastewater	
		Permit No.	Permit Expires	DEP Permit No.	Permit Expires
23	Tangerine	SJRWMD CUP 51073	09/30/09	no plant	

Exhibit 2.1(f)
GOVERNMENTAL AUTHORIZATIONS

		Water		Wastewater	
	Name	Permit No.	Permit Expires	DEP Permit No.	Permit Expires
24	Palm Terrace	SWFWMD WUP 20003759.003	08/14/12	DEP FLA012773-001-DW2P	03/17/09
25	Zephyr Shores	SWFWMD WUP 2011082	04/11/17	Interconnected	

		Water		Wastewater	
	Name	Permit No.	Permit Expires	DEP Permit No.	Permit Expires
26	Gibsonia Estates	SWFWMD WUP 209336.01	01/14/09	no plant	
27	Lake Gibson	SWFWMD WUP 207878.02	08/08/12	Interconnected	
28	Orange Hill	SWFWMD WUP 207653	08/08/10	no plant	
29	Sugar Creek	SWFWMD WUP 207653	08/08/10	no plant	

PUTNAM COUNTY

		Water		Wastewater	
	Name	Permit No.	Permit Expires	DEP Permit No.	Permit Expires
30	Beechers Point	Interconnected		Interconnected	
31	Hermits Cove	no permit required due to size of well		no plant	
32	Interlachen Lake	SJRWMD CUP 7986	09/30/19	no plant	
33	Palm Port	SJRWMD CUP 8127	05/02/21	DEP FLA011742	11/09/08
34	Park Manor	SJRWMD CUP 7986	09/30/19	DEP FLA011706	01/15/08

Exhibit 2.1(f)
GOVERNMENTAL AUTHORIZATIONS

PUTNAM COUNTY [continued]					
		Water		Wastewater	
	Name	Permit No.	Permit Expires	DEP Permit No.	Permit Expires
35	Pomona Park	no permit required due to size of well		no plant	
36	River Grove	no permit required due to size of well		no plant	
37	Saratoga Harbour	no permit required due to size of well		no plant	
38	Silver Lake Oaks	no permit required due to size of well		DEP FLA011715	12/11/05
39	St. Johns Highlands	Interconnected		no plant	
40	Welaka	no permit required due to size of well		no plant	
41	Wootens	no permit required due to size of well		no plant	

SEMINOLE COUNTY					
		Water		Wastewater	
	Name	Permit No.	Permit Expires	DEP Permit No.	Permit Expires
42	Chuluota	SJRWMD CUP 8362/20083001SR	08/18/18 (in modification)	DEP FLA011076	03/10/08
43	FL Central Commerce Park			DEP FLA011078	04/07/08
44	Harmony Homes	SJRWMD CUP 8357	01/18/20		

VOLUSIA COUNTY					
		Water		Wastewater	
	Name	Permit No.	Permit Expires	DEP Permit No.	Permit Expires
45	Jungle Den	Interconnected		DEP FLA011261	07/20/05

Exhibit 2.1(f)
GOVERNMENTAL AUTHORIZATIONS

		Water		Wastewater	
	Name	Permit No.	Permit Expires	DEP Permit No.	Permit Expires
		Volusia Co. Health Department 032662	Annual 9-30-04		
46	Tomoka	no permit required due to size of well		no plant	
		Volusia Co. Health Department 032661	Annual 8-30-04		
47	Twin Rivers	no permit required due to size of well		no plant	
		Volusia Co. Health Department 032663	Annual 9-30-04		

		Water		Wastewater	
No	Name	Permit No.	Permit Expires	DEP Permit No.	Permit Expires
48	Sunny Hills	NWFWMD WUP 19842730	07/01/13	DEP FLA010258-001	4/11/2009

Exhibit 2.1(m)
Rolling Stock To Be Purchased By Buyer

TOTAL NUMBER OF VEHICLES 2

Seminole County	00335-Chuluota	2002	Bray	BR05X080122300316	600	5x8 Open Utility	Own	CREATE BILL OF SALE TO AQUA AMERICA
Seminole County	00340-Commerce Park	2002	Bray	BR05X081008200235	700	5x8 Open Utility	Own	CREATE BILL OF SALE TO AQUA AMERICA
Putnam	00438-Hermits Cove	1992	INTL	1ZFUF1629NB000128	1840		Own	CREATE BILL OF SALE TO AQUA AMERICA
Putnam	00438-Hermits Cove	1995	HMDE	NOVIN000083197273	500		Own	CREATE BILL OF SALE TO AQUA AMERICA
Lake	00554-Valencia Terrace	1987	STON	217585	840		Own	CREATE BILL OF SALE TO AQUA AMERICA
Lake	00554-Valencia Terrace	1999	CHAS	4UYBJ1126EX001047	750	Generator	Own	CREATE BILL OF SALE TO AQUA AMERICA
Lake	00554-Valencia Terrace	1988	HMDE	NOVIN000081657354	1620		Own	CREATE BILL OF SALE TO AQUA AMERICA
Lake	00554-Valencia Terrace	1987	DITC	1DS0000C7H17D0785	1320		Own	CREATE BILL OF SALE TO AQUA AMERICA
Lake	00554-Valencia Terrace	1992	HMDE	NOVIN000082432968	520		Own	CREATE BILL OF SALE TO AQUA AMERICA
Lake	00554-Valencia Terrace	1995	WELD	NOVIN000082846332	364		Own	CREATE BILL OF SALE TO AQUA AMERICA
Washington	02801-Sunny Hills	1986	INTE	1JK0DT203GA100040	5450		Own	CREATE BILL OF SALE TO AQUA AMERICA
Washington	02801-Sunny Hills	1994	UDUM	43ZDG21B6M00001998	1640		Own	CREATE BILL OF SALE TO AQUA AMERICA
Polk	00210-Lake Gibson	1990	HMDE	NOVIN000082031704	920		Own	CREATE BILL OF SALE TO AQUA AMERICA
Polk	00210-Lake Gibson	1995	CROS	CTLCU5101SS006497	1450	Generator	Own	CREATE BILL OF SALE TO AQUA AMERICA

TOTAL NUMBER OF TRAILERS 15

List Of Backhoes

TOTAL NUMBER OF BACKHOES 1

Exhibit 2.2(d)
Letters of Credit

Beneficiary	Amount
1. Polk County	$727,265.06
	$727,265.06

EXHIBIT 2.2 (f)
Contracts Retained by Seller

1. **Florida Water shall retain that certain Laboratory Services Agreement between Florida Water and Harbor Branch Oceanographic Institution, Inc. (HBOI) executed on December 3, 1997 and the accompanying supplementary agreements between Florida Water and HBOI.**

2. **Florida Water shall retain all contracts associated with software, including original operating system software, that is not exclusively necessary for the operation of a specific plant, including but not limited to Microsoft Office software, OPS 32 software, Mainstar, etc. Florida Water shall not retain SCADA software, recognizing that this software is necessary to conduct plant operations.**

3. **Florida Water shall retain that certain InTuition Systems, Inc. Remittance Processing Agreement by and between InTuition Systems, Inc. and Florida Water Services Corporation executed on September 13, 2002.**

4. **Florida Water shall retain that certain Independent Agency Agreement by and between ACE Cash Express, Inc. and Florida Water Services Corporation executed on February 1, 2001.**

5. **Florida Water shall retain that certain Payment Services Agreement by and between Integrated Payment Systems Inc. and Florida Water Services Corporation.**

EXHIBIT 2.2 (k)
Excluded Assets

In addition to the definition of Excluded Assets in the Agreement, the following list of assets are Excluded Assets.

1. All software, excluding original operating system software, that is not exclusively necessary for the operation of a specific plant, including but not limited to Microsoft Office software, OPS 32 software, Mainstar, etc. Florida Water shall not retain SCADA software, recognizing that this software is necessary to conduct plant operations.

2. To the extent not inconsistent with Section 13.13 of the Agreement, any proceeds from condemnation actions filed against Florida Water or litigation proceeds for actions filed against or by Florida Water. Any other proceeds from litigation or claims of actions filed or threatened against Florida Water or for actions or claims filed or threatened by Florida Water. Any other chattel or contingent claim related to or arising out of Florida Water's ownership of the Purchased Assets and the Excluded Assets

3. Florida Water's headquarters in Apopka, Florida, including, but not limited to, all real property, tangible and intangible personal property, furniture, fixtures, all billing systems, customer service systems, engineering systems, operations and maintenance systems, computers, computer systems, computer software and other information systems located at or originating from the Apopka headquarters

4. All radio equipment and associated licenses

5. All Florida Water Utility Systems not being purchased by Buyers under the terms of the Agreement and all proceeds related to or arising from such Utility Systems

6. All Assets identified as retained by Florida Water under the terms of the Agreement

7. Letters of Credit

8. CoBank Investment--Patronage

9. Cash and cash equivalents, bonds, and other investment assets

10. Restricted Cash

11. Utility deposits made by Florida Water

12. Lease deposits

13. Working funds

14. Temporary cash investments

EXHIBIT 2.2 (k)
Excluded Assets

15. Employee computer loans accounts receivable

16. Harbor Branch notes receivable

17. Marco Island reuse promissory notes receivable

18. Interest receivable

19. Intracompany and intercompany accounts receivable

20. "Other Accounts Receivable" as identified in the company's accounting records

21. CBIZ Retirement Services account for Executive Non-Qualified Deferred Compensation Plan

22. 401K Assets and all other Retirement, Health and Pension Plan Assets

23. 401K Loan Repayments due from Employees

24. Medical and Dependent Care Flexible Benefits Account

25. Corporate books and records of Florida Water and ALLETE Water and their affiliates

26. All personnel files for employees of Florida Water

27. Records required to be retained by Florida Water for Federal, State and Local tax purposes.

28. Federal, State and Local tax refunds, tax credits and other tax related benefits.

29. Proceeds from Insurance claims related to damage to the Utility Systems that have occurred and have been remedied by Florida Water prior to Closing.

30. Proceeds from Warranty claims related to damage to the Utility Systems that have occurred and have been remedied by Florida Water prior to Closing.

31. Payment due to Florida Water from VGU/Seminole Utility through Allete Water Services

32. Proceeds from Utility Service Contracts performed by Florida Water pre and post closing (e.g. Temporary Utility Services Contract with Nassau County)

33. Lab equipment owned by Harbor Branch Oceanographic Institution, Inc.

34. Lee County Parcel #5

EXHIBIT 2.2 (k)
Excluded Assets

	Internal Parcel/ Tax I.D.#	Plant	Legal Description	Acres
1.	Parcel 5 15-45-27-00-00002.0000	Lehigh	A tract of land located in the SE1/4 of Section 15, Township 45 South, Range 27 East, Lee County, Florida, more particularly described in Book 498, Page 2646 as recorded in the Public Records of Lee County, Florida.	26.94

Florida Water Services
Rolling Stock To Be Retained By Seller
June 2004

List Of Vehicles

REGION	Plant	Vehicle #	Year	Make	Model	VIN #	OWN/LEASE
Administration	Customer Care	140721	1999	CHEV	ASTRO VAN	1GNDM19W4XB170838	Lease/Donlen
Administration	Customer Care	156410	2001	CHEV	IMPALA	2G1WF55E619147112	Lease/Donlen
Administration	Customer Care	156413	2001	CHEV	IMPALA	2G1WF55EX19154354	Lease/Donlen
Administration	Engineering	148170	2000	DODGE	DAKOTA QUAD CAB P/U	1B7GL2AN5YS747265	Lease/Donlen
Administration	Engineering	156412	2001	CHEV	IMPALA	2G1WF55E819144731	Lease/Donlen
Administration	Engineering	156440	2001	CHEV	SILVERADO 1500 EXT CAB	2GCEC19W511250320	Lease/Donlen
Administration	Environmental Services	156427	2001	CHEV	SILVERADO 1500 EXT CAB	2GCEC19W111194473	Lease/Donlen
Administration	Executive	149095	2000	DODGE	DURANGO SLT	1B4HS28N2YF167703	Lease/Donlen
Administration	General Counsel	147975	2000	CHRYSLER	300M	2C3HE66G0YH170849	Lease/Donlen
Administration	Health and Safety	135281	1998	FORD	EXPLORER XLT	1FMZU32X1WUD02787	Lease/Donlen
Administration	Human Resources	150401	2000	CHRYSLER	CONCORDE LXI	2C3HD36J8YH408489	Lease/Donlen
Administration	Operations/Engineering	156416	2001	JEEP	GR CHEROKEE LAREDO	1J4GW48S81C504073	Lease/Donlen
Administration	Rates/Business Development	147976	2000	CHRYSLER	300M	2C3HE66G3YH307525	Lease/Donlen
Operations	00210 - Lake Gibson ,Polk	472	2001	CHEV	SILVERADO 2500 CAB CHASSI	1GBHC24U41E255715	Fleet Capital
Operations	00210 - Lake Gibson ,Polk	152322	2001	CHEV	SILVERADO EXT CAB P/U	2GCEC19W711201829	Lease/Donlen
Operations	00210 - Lake Gibson ,Polk	156456	2001	CHEV	SILVERADO 1500 REG CAB	1GCEC14W51Z272901	Lease/Donlen
Operations	00340 - Florida Central Commerce Park ,Seminole	471	2001	CHEV	C3500 HD CAB CHASSIS	3GBKC34F01M101493	Fleet Capital
Operations	00340 - Florida Central Commerce Park ,Seminole	132552	1998	FORD	RANGER SUPERCAB XL	1FTYR14U0WPB38942	Lease/Donlen
Operations	00340 - Florida Central Commerce Park ,Seminole	141673	1999	CHEV	SILVERADO 1500	1GCEC14W3XE218691	Lease/Donlen
Operations	00340 - Florida Central Commerce Park ,Seminole	150549	2000	CHEV	SILVERADO 1500	1GCEC14W2YE267107	Lease/Donlen
Operations	00340 - Florida Central Commerce Park ,Seminole	156452	2001	CHEV	SILVERADO 1500 REG CAB	1GCEC14W01Z186668	Lease/Donlen
Operations	00340 - Florida Central Commerce Park ,Seminole	156457	2001	CHEV	SILVERADO 1500 REG CAB	1GCEC14W81Z273394	Lease/Donlen
Operations	00340 - Florida Central Commerce Park ,Seminole	156459	2001	CHEV	SILVERADO 1500 REG CAB	1GCEC14W01Z271302	Lease/Donlen
Operations	00340 - Florida Central Commerce Park ,Seminole	156661	2001	CHEV	SILVERADO 2500 HD	1GBHC24U71E247494	Lease/Donlen
Operations	00340 - Florida Central Commerce Park ,Seminole	167205	2003	CHEV	EXPRESS CARGO VAN 2500	1GCGG25V631107658	Lease/Donlen
Operations	00438 - Hermits Cove ,Putnam	466	1998	FORD	F-800	1FDWF80C2WVA35812	Fleet Capital
Operations	00438 - Hermits Cove ,Putnam	147991	2000	CHEV	SILVERADO 1500	1GCEC14W9YE235948	Lease/Donlen
Operations	00438 - Hermits Cove ,Putnam	148001	2000	CHEV	C2500	1GBGC24R6YF477152	Lease/Donlen
Operations	00438 - Hermits Cove ,Putnam	156435	2001	CHEV	SILVERADO 1500 EXT CAB	2GCEC19W811248450	Lease/Donlen
Operations	00438 - Hermits Cove ,Putnam	156461	2001	CHEV	SILVERADO 1500 REG CAB	1GCEC14W11Z241399	Lease/Donlen
Operations	00438 - Hermits Cove ,Putnam	156903	2001	CHEV	SILVERADO 1500	1GCEC14W91Z243062	Lease/Donlen
Operations	00438 - Hermits Cove ,Putnam	165676	2003	CHEV	SILVERADO 1500	1GCEC14X33Z132387	Lease/Donlen
Operations	00554 - Valencia Terrace ,Lake	126287	1997	FORD	F-450 CAB CHASSIS	1FDLF47G4VEB74665	Lease/Donlen
Operations	00554 - Valencia Terrace ,Lake	132485	1999	FORD	F-250 SD	1FDNF20L3XEC40002	Lease/Donlen
Operations	00554 - Valencia Terrace ,Lake	132497	1999	FORD	F-250	1FDNF20L9XEC40005	Lease/Donlen
Operations	00554 - Valencia Terrace ,Lake	147983	2000	CHEV	SILVERADO 1500	1GCEC14W8YE334213	Lease/Donlen
Operations	00554 - Valencia Terrace ,Lake	147994	2000	CHEV	S-10 EXT CAB PICKUP	1GCCS19W7Y8225016	Lease/Donlen
Operations	00554 - Valencia Terrace ,Lake	147997	2000	CHEV	C2500	1GBGC24R1YF477818	Lease/Donlen
Operations	00554 - Valencia Terrace ,Lake	153232	2001	CHEV	SILVERADO 1500 REG CAB	1GCEC14W91Z108390	Lease/Donlen
Operations	00554 - Valencia Terrace ,Lake	156407	2001	CHEV	IMPALA	2G1WF55E419150199	Lease/Donlen
Operations	00554 - Valencia Terrace ,Lake	156443	2001	CHEV	SILVERADO 1500 EXT CAB	2GCEC19W311269349	Lease/Donlen
Operations	00554 - Valencia Terrace ,Lake	157361	2001	CHEV	C3500	1GBJC34U91F112146	Lease/Donlen
Operations	00554 - Valencia Terrace ,Lake	157556	2001	CHEV	S-10 REG CAB PICKUP	1GCCS14W218242495	Lease/Donlen
Operations	01429 - Palm Terrace ,Pasco	156439	2001	CHEV	SILVERADO 1500 EXT CAB	2GCEC19W411177327	Lease/Donlen
Operations	01429 - Palm Terrace ,Pasco	156462	2001	CHEV	SILVERADO 1500 REG CAB	1GCEC14W01Z272658	Lease/Donlen
Operations	02801 - Sunny Hills ,Washington	474	2001	CHEV	SILVERADO 2500 HD	1GCHC24U41E139216	Fleet Capital
Operations	02801 - Sunny Hills ,Washington	124588	1997	FORD	RANGER P/U REG CAB	1FTCR10U0VTA89828	Lease/Donlen
Operations	02801 - Sunny Hills ,Washington	156902	2001	CHEV	SILVERADO 1500 EXT CAB	2GCEC19WX11250636	Lease/Donlen

TOTAL NUMBER OF VEHICLES RETAINED BY SELLER: 48

List Of Trailers

Region	Facility	Year	Make	VIN #	WT/LN	DESCRIPTION	OWN/LEASE
Putnam	00438 - Hermits Cove ,Putnam	1998	INTS	1JKDLA405WA000543	7350	Backhoe Trailer	Fleet Capital

TOTAL NUMBER OF TRAILERS RETAINED BY SELLER: 1

List Of Backhoes

Region	Facility	Year	Make	Model	VIN #	OWN/LEASE
Operations	00438 - Hermits Cove ,Putnam	1999	New Holland	555E	31014634	Fleet Capital
Operations	00554 - Valencia Terrace ,Lake	1998	New Holland	655CP4	31009692	Fleet Capital

Exhibit 2.4(a)
Assumed Liabilities

1. All obligations under FPSC Tariff for the System for performance, occurrences, events, acts or omissions occurring after the Effective Time.

2. For performance occurrences, events, acts or omissions occurring after the Effective Time under the Seller Contracts listed in Exhibit 2.1(e).

3. Any liability of Buyer under this Agreement.

4. All obligations for performance, occurrences, events, acts or omissions occurring after the Effective Time with respect to the Permitted Encumbrances.

5. The work to complete the environmental matters set forth in Exhibit 2.1(f), 3.9(a) and 3.9(b) after the Effective Time.

6. Any liability of Buyer based upon Buyer's acts or omissions occurring after the Closing Date.

7. Any liability arising from or related to the operation of the System after the Effective Time.

8. All projects listed on Seller's five (5) year capital budget prepared by Seller and delivered to Buyer; provided, however, that Buyer may make changes to the budget in its sole discretion and shall be responsible for any such changes.

9. The materials and condition of existing System and Improvements, subject to Seller's representations, warranties and covenants set forth in this Agreement.

10. Pending and anticipated PSC dockets to be assumed by Buyer listed on Exhibit 3.7(a).

11. The following emergency capital projects:
    a. Silver Lakes Interconnect Upgrade
    b. Gibsonia Estates Baptist Church Tie-in

Exhibit 2.7 (b)
Form of Closing Statement

BUYER'S CLOSING STATEMENT

SELLER: FLORIDA WATER SERVICES CORPORATION, a Florida corporation

BUYER: _____

RE: That certain _____ Agreement dated _____ (the "Purchase Agreement")

CLOSING DATE: _____

Purchase Price

Plus:
County Recording Fees:
- General Warranty Deed
- Assignment of Easements
- Assignment of Leases
- Assignment of Developer Agreements
- Assignment of Service Agreements
- Miscellaneous Recording Fees

State Recording Fees
Accounts Receivable
Unbilled Revenue
Meter Inventory
Vehicle Lease Buyout Reimbursement
[Customer Deposit Fund]
Documentary Stamp Tax

Subtotal of Closing Costs

AMOUNT DUE TO CLOSING AGENT FOR
DISBURSEMENT PURSUANT TO THE RECEIPTS
AND DISBURSEMENTS ATTACHED HERETO

Exhibit 2.7 (b)
Form of Closing Statement

CLOSING NOTES

1. The undersigned, on behalf of Buyer, has read and approved the foregoing Closing Statement and agrees that it accurately reflects the substance of the financial aspects of the sale and purchase transaction contemplated by the Purchase Agreement and hereby approves and directs Closing Agent's disbursement of the proceeds and expenses of the subject sale and purchase transaction in the manner, amounts and to the persons hereinabove set forth and as set forth in the attached Receipts and Disbursements set forth below. Notwithstanding the foregoing, Buyer agrees to make, within sixty (60) days after the date hereof, any necessary corrections of any error in, re-prorations of, adjustments to the figures and computations set forth herein, or to prorate and adjust for any amounts pertaining to the Property which are applicable to the period of time prior to the date hereof and which are omitted herefrom. Nothing set forth herein shall be deemed to derogate or otherwise affect any provision of the Purchase Agreement.

2. Buyer will wire transfer the Amount Due From Buyer to Lowndes, Drosdick, Doster, Kantor and Reed, P.A. ("**Closing Agent**") in accordance with the instructions set forth herein. Buyer hereby authorizes Closing Agent to make disbursements in accordance with the instructions set forth herein and pursuant to the Receipts and Disbursements set forth below. The sole duties of Closing Agent hereunder shall be disbursement of funds as provided herein.

3. The real property taxes prorated herein have been prorated for each parcel in accordance with the schedule attached hereto and incorporated herein as **Exhibit "A."** The personal property taxes for the personal property transferred to Buyer pursuant to the Purchase have been prorated in accordance with the schedule attached hereto and incorporated herein as **Exhibit "B."**

4. All filing and recording fees specified in this Closing Statement are estimates. Closing Agent shall compute at Closing the actual recording and filing fees and adjust the disbursements accordingly. Any surplus in such filing and recording fees shall be paid by Closing Agent to Buyer following Closing and any deficit in such fees shall be advanced by Closing Agent, to be reimbursed by Buyer following Closing.

5. Buyer hereby acknowledges that the Closing Agent and the title agent (Sobering, White and Luczak, P.A.) are attorneys for Seller and did not represent Buyer in the subject transaction.

6. The following Exhibits are attached hereto and are incorporated herein:

Exhibit "A"	**Prorated Real Property Taxes**
Exhibit "B"	**Prorated Personal Property** Taxes
Exhibit "C"	**Closing Agent's Wiring Instructions** (Lowndes, Drosdick, et.al)
Exhibit "D"	Seller's Wiring Instructions
Exhibit "E"	Buyer's Wiring Instructions

AGREED AND ACCEPTED BY:

By: _____

Print Name: _____

Date: _____

Exhibit 2.7 (b)
Form of Closing Statement

SELLER'S CLOSING STATEMENT

SELLER: FLORIDA WATER SERVICES CORPORATION, a Florida corporation

BUYER:

RE: That certain _____ Agreement dated _____ (the "Purchase Agreement")

CLOSING DATE: _____

Purchase Price

Plus:
Accounts Receivable
Vehicle Lease Buyout Reimbursement
Customer Deposit Fund (if any)
Sales Tax (if applicable)

Subtotal of Credits

Less:
Title Insurance:
    Owner's Policy
    Title Update and Recording Fees
UCC Search Fees
Seller's Legal Fees

2004 Taxes:
    Real Property (1/1/04 – _____) (See Note 3)
    Personal Property (1/1/04-_____) (See Note 3)
2004 Regulatory Assessment Fees
Customer Deposits*
Line Extensions Escrow Fund

Subtotal of Closing Costs:

NET AMOUNT DUE TO SELLER+

* Represents funds, held by Seller on behalf of existing customers, being transferred to Buyer for the same purpose.

Exhibit 2.7 (b)
Form of Closing Statement

CLOSING NOTES

1. The undersigned, on behalf of Seller, has read and approved the foregoing Closing Statement and agrees that it accurately reflects the substance of the financial aspects of the sale and purchase transaction contemplated by the Purchase Agreement and hereby approves and directs Closing Agent's disbursement of the proceeds and expenses of the subject sale and purchase transaction in the manner, amounts and to the persons hereinabove set forth and as set forth in the attached Receipts and Disbursements set forth below. Notwithstanding the foregoing, Seller agrees to make, within sixty (60) days after the date hereof, any necessary corrections of any error in, re-prorations of, adjustments to the figures and computations set forth herein, or to prorate and adjust for any amounts pertaining to the Property which are applicable to the period of time prior to the date hereof and which are omitted herefrom. Nothing set forth herein shall be deemed to derogate or otherwise affect any provision of the Purchase Agreement.

2. Seller hereby authorizes Closing Agent to make disbursements pursuant to the instructions set forth herein and pursuant to the Receipts and Disbursements set forth below. The sole duties of Closing Agent hereunder shall be the disbursement of the funds as provided herein.

3. The real property taxes prorated herein have been prorated for each parcel in accordance with the schedule attached hereto and incorporated herein as **Exhibit "A."** The personal property taxes for the personal property transferred to Buyer pursuant to the Purchase Agreement have been prorated in accordance with the schedule attached hereto and incorporated herein as **Exhibit "B."**

4. The following Exhibits are attached hereto and are incorporated herein:

Exhibit "A"	Prorated Real Property Taxes
Exhibit "B"	Prorated Personal Property Taxes
Exhibit "C"	Closing Agent's Wiring Instructions (Lowndes, Drosdick, et. al)
Exhibit "D"	Seller's Wiring Instructions
Exhibit "E"	Buyer's Wiring Instructions

AGREED AND ACCEPTED BY:

FLORIDA WATER SERVICES CORPORATION,
a Florida corporation

By:_____
Forrest L. Ludsen, President

Date:_____

Exhibit 2.7 (b)
Form of Closing Statement
RECEIPTS AND DISBURSEMENTS

RECEIPTS:

Total Cash Due from Buyer

DISBURSEMENTS:

Buyer (Customer Deposits and Line Extensions)
Clerk, Seminole County*
Sobering, White & Luczak, P.A. (Title Agent) (*Title Premium and Fees)*
Seminole County Tax Collector
Land America Financial Group
Florida UCC, Inc.
Florida Public Service Commission
Legal Fees to Lowndes, Drosdick, Dostor, Kantor and Reed, P.A.
(*Legal Fees & UCC Search Fees*)
Seller

Total Disbursements

*($_____Recording Fees and $_____ Doc Stamp Taxes allocated per 2003 TAV)

ACKNOWLEDGED AND AGREED TO:

Lowndes, Drosdick, Dostor, Kantor and Reed, P.A.

By:_____ Date:_____
Steve Cook, Esquire

EXHIBIT 3.2 (a)
Exceptions to Power and Authority to Execute Document

1. Approval of the Florida Public Service Commission pursuant to Section 367.071, Florida Statutes.

EXHIBIT 3.2 (b)(ii)
Third Party Right to Declare Default

* Please refer to Exhibit 3.2(c) Required Notices or Consents

EXHIBIT 3.2 (b)(iii)
Creation of Encumbrance Upon Assets

NONE

EXHIBIT 3.2 (c)
Required Notices or Consents

	Document or Matter	Requires Notice Only	Consent Required: Seller Will Obtain Consent Before Closing	Consent Required: Seller Will Use Best Efforts to Obtain Consent Before Closing
1.	PSC approval of the transaction is required pursuant to 367.071 F.S.			
2.	Sludge hauling service providers require consent for assignment or transfer.			
	LAKE			
3.	Lease by and between Florida Water Services and Dale E. Bartch, Trustee of the Dale E. Bartch Living Trust dated July 1, 2003. (Lease for Leesburg office expires in July 2004. Not a default by tenant until landlord has given 15 days notice.)			X
4.	Utility Easement by and between Silver Lake Golf and County Club of Lake County, Inc. and Southern States Utilities dated March 16. 1988.			X
	PASCO			
5.	Bulk Wastewater Treatment Agreement by and between Southern States Utilities, Inc. and Pasco County dated June 3, 1992 (Consent shall not be unreasonably withheld)		X	
	POLK			
6.	Joint Project Agreement Utility Installation by Highway Contractor by and between Polk County and Florida Water Services dated May 1, 2002	X		
	PUTNAM			
7	Lease Agreement by and between Florida Water Services Corporation and John E. Spillers, III, and Jennifer Sharon Spillers dated September 1, 2003. (Lease expires Aug. 31, 2004. Consent shall not be unreasonably withheld if assignee is at least as financially responsible as lessee.)			X

	Document or Matter	Consent Required		
		Requir Notice Only	Seller Will Obtain Consent Befor Closing	Seller Will Use Best Efforts to Obtain Consent Before Closing
8.	Wastewater Interconnect and Refundable Advance Agreement by and between Florida Water Services Corporation and the Town of Welaka dated May 22, 2001 as amended by that certain Amendment to Wastewater Interconnect and Refundable Advance Agreement dated October 9, 2001 and by that Second certain Amendment to Wastewater Interconnect and Refundable Advance Agreement dated October 9, 2002 . (Requires sixty days written notice. FL Water has provided this notice.)	X		
9.	Pipeline Crossing Agreement by and between Florida Water Services and CSX Transportation, Inc. dated May 28, 2003. (Consent shall not be unreasonably withheld.)			X
	SEMINOLE			
10.	Settlement Agreement and Bulk Wastewater and Reuse Service Agreement by and between Florida Water Services and the City of Longwood dated August 22, 2000. (Florida Water provides WW service to Longwood. 60 days notice required.)	X		
11.	Invenysys/ Insource, the manufacturer of the SCADA software license Florida Water uses in connection with its utility operations at Florida Central Commerce Park. (Requires execution of an assignment and assumption agreement before it will consent to any transfer of the license. Need info from Aqua.)		X	
	VOLUSIA			
12.	Agreement by and between Florida Water Services and Guardian Security Systems, Inc. for the provision of security monitoring and alarm services dated August 8, 2003.			X

Exhibit 3.4
Legal Descriptions

BREVARD COUNTY

Parcel 1:

The North 50 feet of the East 115 feet of Parcel "A", Block 7, OAKWOOD SUBDIVISION, SECTION A, according to the Plat thereof as recorded in Plat Book 16 Page 139, of the Public Records of Brevard County, Florida.

HIGHLANDS COUNTY

Parcel 1:

Tract I, Block 1, VENETIAN VILLAGE REVISED, according to the plat thereof as recorded in Plat Book 11, Page 12, of the Public Records of Highlands County, Florida.

Parcel 2:

Lots 1 through 7, inclusive, and Lots 28 through 34, inclusive, Block 8, VENETIAN VILLAGE REVISED, according to the plat thereof as recorded in Plat Book 11, Page 12, of the Public Records of Highlands County, Florida.

LAKE COUNTY

Parcel 1:

From West 1/4 corner of Section 14, Township 19 South, Range 25 East, Lake County, Florida, run thence South 89°29'53" East, 250.00 feet along an East-West mid-section line whose direction is indicated by an iron axle at the East 1/4 corner of said Section 14; thence North 00°26'00" East, 34.65 feet to a point on the Easterly right of way of Overton Drive, as shown by the Plat of Country Club View Subdivision, First Addition, according to the plat thereof as recorded in Plat Book 14, Page 37, Public Records of Lake County, Florida, said point being 66.00 feet Northerly of, by perpendicular measurement, the South right of way line of Morningside Drive, as shown on the Plat of Country Club View Subdivision, Fourth Addition, as recorded in Plat Book 25, Pages 67 and 68, Public Records of Lake County, Florida, said point being the point of beginning of this description; thence South 89°52'34" East, 1037.54 feet along a line that is parallel to and 66.00 feet northerly of, by perpendicular measurement, the Southerly right of way of Morningside Drive, as shown on Plat of Said Country Club View Subdivision, Fourth Addition, to a point that is 40.00 feet Westerly of the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 14; thence North 00°25'59" East, 903.77 feet along a line that is parallel to and 40.00 feet Westerly of the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 14; thence North 89°30'33" west, 400.00 feet for a Point of

Beginning; thence South 00°25'58" West, 158.33 feet; thence North 89°52'34" West, 237.73 feet to the point of curvature of a curve to the Northeast, said curve having a radius of 25.00 feet; thence Northeasterly along the arc of said curve thru a central angle of 93°27'15" a distance of 40.78 feet to the point of tangency; thence North 03°34'41" East, 132.82 feet to the point of curvature of a curve concave to the Southeast, said curve having a radius of 33.00 feet; thence Northeasterly along the arc of said curve thru a central angle of 37°07'03" a distance of 21.38 feet to the point of tangency thereof; thence North 40°41'44" East, 60.00 feet; thence South 72°22'17" East, 218.77 feet to the Point of Beginning and point of terminus.

Parcel 2:

Commence at the S.W. corner of Lot 1, MORNINGVIEW SUBDIVISION, according to the plat thereof as recorded in Plat Book 20, Page 20 of the Public Records of Lake County, Florida, run thence North along the West line of said MORNINGVIEW SUBDIVISION 94.35 to the Point of Beginning, from said P.O.B. continue North along said West line of MORNGVIEW SUBDIVISION 483.99 feet., thence West 100.00 feet, thence South parallel to said West line of MORNINGVIEW SUBDIVISION 483.99 feet, thence East 100.00 feet to the P.O.B. Containing 1.11 acres. Along with a 20 foot wide easement for ingress and egress running North form the existing County Road (Dis. 2-3411) to the aforementioned property and being adjacent to and parallel with the West line of said MORNINGVIEW SUBDIVISION.

Parcel 3:

A parcel of land being a portion of Lot 32, according to the Plat of Manhattan, Section 1, filed on the 15 day of Nov., 1911, and recorded in Plat Book 2, Page 13, in the Public Records of Lake County, Florida. North of Highway #40 as now established being more fully described as follows: commencing at the intersection of North R/W of Highway #40 and the East line of said Lot 32, thence run N 00°00'56" W along the East line of said Lot 32, a distance of 916.00 feet to a point to be known hereafter as the Point of Beginning; Thence continue N 00°00'56" W, along the East line of Lot 32 a distance of 355.10 feet, thence run S 89°58'07" W, a distance of 120.00 feet; thence run S 00°00'56" E, a distance of 354.93 feet, thence run S 89°57'03" E, a distance of 120.00 feet to the Point of Beginning. Lying in Lake County, Florida.

Parcel 4:

The North 380 feet of the South 580 feet, LESS the West 240 feet of the North 130 feet of the North 380 feet of the South 580 feet of Lot 11, Section 10 MANHATTAN, according to the plat thereof as recorded in Plat Book 2, Page 2, Public Records of Lake County, Florida.

Parcel 5:

Lot 41 of Western Shores Subdivision, First Addition, a Subdivision in Section 7, Township 19 South, range 26 East, Lake County, Florida and recorded at Plat Book 18, page 12, Public Records of Lake County, Florida, LESS that part of Lot 41 described as follows: Begin at the most Southeasterly corner of Lot 41, run thence North 14°35' West along the Easterly line of Lot 41 a distance of 48.45 feet; thence South 86°22'20" West 80.96 feet to the Westerly line of Lot 41; run thence South 0°45'00" West along said Westerly line of Lot 41 a distance of 47.60 feet to the most Southwesterly corner of Lot 41; run thence Easterly along the South line of said Lot 41 a distance of 102.60 feet to the point of beginning.

Parcel 6:

That certain tract of land shown and designated as "reserved for utilities", lying Northerly of and adjacent to Lot 1, all being a part of Valencia Terrace, as recorded in Plat Book 20, page 11, Public Records of Lake County, Florida.

AND ALSO:

That certain tract of land shown and designated as "reserved for utilities", lying West of and adjacent to Lot 24, all being a part of Valencia Terrace, as recorded in Plat Book 20, page 11, Public Records of Lake County, Florida.

AND ALSO:

A portion of Lot 24 of Valencia Terrace, a subdivision according to the Record Plat thereof as recorded in Plat Book 20, Pages 11 and 12 in the Public Records of Lake County, Florida bounded and described as follows: Begin at the Southwest corner of said Lot 24 and run N00°01'20"W, along the West line of said Lot 24 a distance of 88.92 feet to the northwest corner of said lot 24; thence S09°35'50"E, 90.18 feet to a point on the South line of said lot 24; thence S89°58'40"W along the South line of said Lot 24 a distance of 15.00 feet to the Point of Beginning.

Parcel 7:

From the NW corner of Block 11, CARLTON VILLAGE UNIT A, as recorded in Plat Book 12, Page 109, of the Public Records of Lake County, Florida, run East, along the North line of said Block 11, a distance of 133.18 feet for a point of beginning; run thence East 194.24 feet to a point 132.27 feet West of the NE corner of said Block 11, thence South 10°38' East 247.94 feet, thence South 77°27'10" West 181.32 feet, thence North 12°32'50" West 290.00 feet to the Point of Beginning.

Parcel 8:

A portion of Lot 44, of Block 27, Carlton Village, a subdivision in Sections 11 and 14, Township 18 South, Range 24 East, according to the plat thereof as recorded in Plat Book 12, Page 56, and pages 109 thought 112, more particularly described as follows:

Commence at the Easterly corner of Lot 44, Block 27, Carlton Village, Unit-D, as recorded in Plat Book 12, Page 111, Public Records of Lake County, Florida, said point being on the Westerly right of way of Orange Circle (being 50.00 feet wide); thence proceed N53°34'11"W, along the Northeasterly line of said Lot 44 a distance of 176.55 feet to the point of beginning of the following: From the Point of Beginning thus described continue N53°34'11"W, along the Northeasterly line of said Lot 44 a distance of 17.97 feet; thence departing from said line proceed S24°29'48"W, a distance of 20.59 feet; thence S64°59'37"E, a distance of 17.37 feet; thence N25°12'30"E, a distance of 17.03 feet to the point of beginning.

Together with an Easement for ingress and egress as set forth in Official Records Book 1200, Page 2398, Public Records of Lake County, Florida.

Parcel 9:

Parcel One

Part of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 20 South, Range 26 East, in Lake County, Florida, described as follows:

Commencing at the Southwest corner of said 1/4-1/4 Section; thence East along the South line of said 1/4-1/4 Section a distance of 273.20 feet; thence North 40 degrees, 32 minutes, 20 seconds East a distance of 172.99 feet; thence North 16 degrees, 10 minutes, 00 seconds East a distance of 226.80 feet; thence North 45 degrees, 12 minutes, 00 seconds East a distance of 232.58 feet to the Point of Beginning: thence North 48 degrees, 46 minutes, 33 seconds East a distance of 662.70 feet to the Westerly right of way line of Tammi Drive as shown on the Plat of Venetian Village, Fourth Addition according to the Plat thereof recorded in Plat Book 18, Page 21, of the Public Records of Lake County, Florida; thence South 05 degrees, 17 minutes, 40 seconds West a distance of 205.82 feet to the beginning of a curve concave Northeasterly and having a radius of 133.00 feet; thence Southeasterly along said curve through a central angle of 82 degrees, 09 minutes, 34 seconds a distance of 190.72 feet; thence South 76 degrees, 51 minutes, 54 seconds East along the Southerly right of way line of Tammi Drive a distance of 356.04 feet to the beginning of a curve concave Southerly having a radius of 117.00 feet; thence Southeasterly along said curve through a central angle of 22 degrees, 34 minutes, 14 seconds, a distance of 46.09 feet; thence North 89 degrees, 22 minutes, 00 seconds West a distance of 970.64 feet to the Point of Beginning.

Parcel 10:

Part of the Southwest ¼ of Section 11, Township 20 South, Range 26 East, in Lake County, Florida, described as follows:

Beginning at the Northwesterly most corner of Lot 32 in Venetian Village, Third Addition, the Plat of which is recorded in Plat Book 18, as Page 56, of the Public Records of Lake Country, Florida; thence North 66 degrees, 01 minutes, 15 seconds East on and along the Northerly line of said Lot 32 a distance of 71.0 feet to the Westerly right of way line of Tammi Drive being also the Northeasterly most corner of Lot 32; thence North 44 degrees, 43 minutes, 45 seconds West along said right of way line of Tammi Drive a distance of 60.0 feet; thence North 12 degrees, 43 minutes, 45 seconds West along the Westerly right of way line of Tammi Drive a distance of 281.0 feet; thence North 21 degrees, 08 minutes, 45 seconds West along said Westerly right of way line of Tammi Drive a distance of 126.0 feet to a point which is North 10 degrees, 22minutes, 04 seconds West of the Point of Beginning; thence South 10 degrees, 22 minutes, 04 seconds East a distance of 470.78 feet to the Point of Beginning.

Parcel 11: intentionally omitted

Parcel 12:

Parts of Lots 8 and 9, Block B, Picciola Island, Subdivision, according to the plat thereof as recorded in Plat Book 14, Pages 19-A and 19-B, of the Public Records of Lake County, Florida, more particularly described as follows: Begin at the NW corner of said Lot 8, and run N89°27'40"E, along the North line thereof 80.0 feet; thence S0°32'20"E, 143.34 feet; thence S89°27'40"W, 80.0 feet; thence N0°32'20"W, 143.34 feet to the P.O.B.

Parcel 13:

Beginning at the S.W. corner of Lot 24 of Stone Mountain Estates, as recorded in Plat Book 16, page 54 of the Public Records of Lake County, Florida, run thence S0°34'40"E, 125.00 feet; thence N89°45'20"E, 65.00 feet; thence N0°34'40"W, 125.00 feet to the South line of said Lot 24; thence S89°45'20"W, along said South line of Lot 24, a distance of 65.00 feet to the P.O.B. All being in Section 18, Township 20 South, Range 25 East, Lake County, Florida.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS: Beginning at the N.W. corner of Tract "B", Stone Mountain Estates as recorded in Plat Book 16, Page 54, Public Records of Lake County, Florida, run S89°45'20"W, 15.00 feet; thence S0°34'40"E, 217.00 feet; thence N89°45'20"E, 15.00 feet; thence N0°34'40"W, 20.00 feet to the S.W. corner of Lot 24 of said Stone Mountain Estates; thence continue N0°34'40"W along the West line of said Lot 24 and Tract "B" a distance of 197.00 feet to the P.O.B. All being in and a point of the NE 1/4 of the NE ¼ of Section 18, Township 20 South, Range 25 East, Lake County, Florida.

Parcel 14:

The North 35 feet of the East 70 feet of Lot 110, in Second Addition to East Lake Harris Estates, a subdivision in Lake County, Florida, according to the plat thereof recorded in Plat Book 16, Page 61, Public Records of Lake County, Florida.

Parcel 15: intentionally omitted

Parcel 16:

That part of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 18 South, range 25 East, Lake County, Florida, described as follows:

From the Southwest corner of aforesaid Northeast 1/4 of Northwest 1/4, run thence North 89 degrees 53'17" East along the South line thereof 238.00 feet; thence parallel with the West line of said Northeast 1/4 of Northwest 1/4 run North 00 degrees 11'56" West 298.49 feet to the Point of Beginning; from said Point of Beginning continue North 00 degrees 11'56" West 298.64 feet; thence North 89 degrees 48'04" East 125.77 feet; thence South 00 degrees 07'24" East 298.95 feet; thence South 89 degrees 56'34" West 125.38 feet to the Point of Beginning.

Parcel 17:

That part of Lot 15 in Block B in Imperial Mobile Terrace, a subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book 17, Page 16, Public Records of Lake County, Florida, bounded and described as follows: From a point on the South line of Lot 14 in said Block B that is 2 feet West of the Southeast corner of said Lot 14, run Northerly along a straight line to a point on the North line of said Lot 14 that is 10 feet West of the Northeast corner of said Lot 14; continue Northerly along an extension of the last described course a distance of 15 feet to the point of beginning of this description. From said point of beginning run thence North 89°59'00" East and parallel with the South line of Lots 13 and 14 in said Block B to the West line of Lot 12 in said Block B, thence Northerly along said West line of Lot 12 to the Northeast corner of said Lot 15, thence Westerly along the North line of Lot 15, 129.71 feet, thence South 0°06'03" West 65.07 feet to a point that is South 89°59'00" West of the point of beginning, thence North 89°59'00" East 84 feet to the point of beginning.

Parcel 18:

The North 33 feet of the East 125 feet of Lot 42, HOBBY HILL SUBDIVISION, recorded in Plat Book 14, Page 52, of the Public Records of Lake County, Florida, located in Section 28, Township 18 South, Range 24 East, Lake County, Florida. (LESS the East 8 feet for road right of way)

Parcel 19: intentionally omitted

Parcel 20:

Lot 40 and the West 50 feet of Lot 41, in Friendly Center Subdivision in the City Astatula, Florida, according to the plat thereof recorded in Plat Book 16, Page 11, Public Records of Lake County, Florida. ALSO that part of the East 1/2 of the alley, now vacated, as shown upon said plat lying West of said Lots 40 and 41.

Parcel 21:

Lot 35 in Fern Park, a subdivision in Lake County, Florida, according to the plat thereof recorded in Plat Book 15, Page 20, Public Records of Lake County, Florida; ALSO: An easement over and across the East 10 feet of Lots 34 and 36 in Fern Park, a subdivision in Lake County, Florida, according to the plat thereof recorded in Plat Book 15, Page 20, Public Records of Lake County, Florida.

Parcel 22:

Being at the Northwest corner of Lot 32, of SPRING LAKE MANOR, according to the Plat thereof recorded in Plat Book 15, Page 49, of the Public Records of Lake County, Florida, and run thence South 0°13'00" East along the West line thereof 35.33 feet; thence North 89°47'00" East 36.00 feet; thence North 0°13'00" West 40.0 feet to the North line of said Lot; thence South 82°19'40" West along said North line 36.31 feet to the Point of Beginning.

Parcel 23:

The "Well Site" in Grand Terrace, a subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book 29, Page 35, Public Records of Lake County, Florida.

Parcel 24:

Begin at the Northeasterly corner of Lot 82, PINEY WOODS SUBDIVISION, as per plat recorded in Plat Book 17, Page 11, Public Records of Lake County, Florida, run S 51 degrees 15'20" W, 225.77 feet; S 78°degrees 26'20" W, 26.82 feet to the West boundary line of Sec. 33, T 18 S, R 24 E; thence N 0 degrees 13'00" W, along said boundary line 261.07 feet; thence N 62 degrees 48'30" E, 91.61 feet; to the NW corner of Lot 85 of said Piney Woods Subdivision; thence along the arc of a curve to the left in a Southeasterly direction with a radius of 530.72 feet a distance of 199.33 feet to the P.O.B.

LESS AND EXCEPT:

That part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the

most Westerly corner of Lot 85 in Piney Woods Subdivision, recorded in Plat Book 17, Page 11, Public Records of Lake County, Florida, run South 64°44' West along a Westerly extension of the Northerly line of the said Lot 85 a distance of 88.75 feet to the West line of the Southwest 1/4 of the said Section 33; thence run South 00°13' East along the West line of the said Southwest 1/4 a distance of 66.25 feet; thence run North 89°47' East 151 feet to the most Southerly corner of the said Lot 85; thence run Northerly along the Westerly line of the said Lot 85 a distance of 129.04 feet to the Point of Beginning.

Parcel 25:

Lots 12, and 13, in Skycrest, a subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book 12, Page 72, Public Records of Lake County, Florida.

Parcel 26:

South ½ of Lot A, The Palms Mobile Home Estates, as recorded in Plat Book 16, Page 25, of the Public Records of Lake County, Florida.

PASCO COUNTY

Parcel 1:

Tract B in PALM TERRACE GARDENS UNIT 1, commence at the Southeast corner of Lot 349, PALM TERRACE GARDENS UNIT 1 as recorded in O.R. Book 544, Pages 387-389, Public Records of Pasco County, Florida for a Point of Beginning; thence North 290 feet; thence East 277 feet; thence South 290 feet; thence West 277 feet to the Point of Beginning.

Parcel 2:

Lot 594, unrecorded plat of PALM TERRACE GARDENS, UNIT TWO, as recorded in O.R. Book 628, pages 756, 757 and 758, Public Records of Pasco County, Florida.

Parcel 3:

Lot 595A, unrecorded plat of PALM TERRACE GARDENS, UNIT TWO, as recorded in O.R. Book 628, pages 756, 757 and 758, Public Records of Pasco County, Florida.

Parcel 4:

Lot 595B, unrecorded plat of PALM TERRACE GARDENS, UNIT TWO, as recorded in O.R. Book 628, pages 756, 757 and 758, Public Records of Pasco County, Florida.

Parcel 5:

Lot 595, unrecorded plat of PALM TERRACE GARDENS, UNIT TWO, as recorded in O.R. Book 628, pages 756, 757 and 758, Public Records of Pasco County, Florida.

Parcel 6:

Lot 596A, unrecorded plat of PALM TERRACE GARDENS, UNIT TWO, as recorded in O.R. Book 628, pages 756, 757 and 758, Public Records of Pasco County, Florida.

Parcel 7:

Lot 596B, unrecorded plat of PALM TERRACE GARDENS, UNIT THREE, as recorded in O.R. Book 640, pages 324 and 325, Public Records of Pasco County, Florida.

Parcel 8:

Lot 596, unrecorded plat of PALM TERRACE GARDENS, UNIT THREE, as recorded in O.R. Book 640, pages 324 and 325, Public Records of Pasco County, Florida.

Parcel 9:

Lot 597, unrecorded plat of PALM TERRACE GARDENS, UNIT THREE, as recorded in O.R. Book 640, pages 324 and 325, Public Records of Pasco County, Florida.

Parcel 10:

Lot 598, unrecorded plat of PALM TERRACE GARDENS, UNIT THREE, as recorded in O.R. Book 640, pages 324 and 325, Public Records of Pasco County, Florida.

Parcel 11:

Lot 599, unrecorded plat of PALM TERRACE GARDENS, UNIT THREE, as recorded in O.R. Book 640, pages 324 and 325, Public Records of Pasco County, Florida.

Parcel 12:

Lot 600, unrecorded plat of PALM TERRACE GARDENS, UNIT THREE, as recorded in O.R. Book 640, pages 324 and 325, Public Records of Pasco County, Florida.

Parcel 13:

Lot 23, PALM TERRACE, UNIT ONE, as shown on plat recorded in Plat Book 9, page 1, Public Records of Pasco County, Florida.

Parcel 14:

Commence at the NW corner of Section 17, township 26 South, range 21 East, Pasco County, Florida, and run S 00°28'22" E, along the West boundary of said Section 1343.46 feet to the SW corner of AMERICAN CONDIMINUM PARKS ZEPHYRHILLS PHASE II, as recorded in Plat Book 24, Pages 57-60, Public Records of Pasco County, Florida, thence run S 89°35'49" E, along the South boundary of said Subdivision 1290.53 feet for a Point of Beginning; thence continue S 89°35'49" E, 15.00 feet; thence S 00°21'19" W, along said boundary 68.23 feet; thence along same boundary N 54°33'44" E, 371.79 feet; thence S 35°26'16" E, 109.85 feet; thence S 54°33'44" W, 469.51 feet; thence N 00°21'19" E, 214.50 feet to the Point of Beginning. Also know as Sewer Plat "C".

Parcel 15:

Commence at the NE corner of Tract 42, ZEPHYRHILLS COLONY COMPANY LANDS in Section 17, township 26 South, Range 21 East, Pasco County, Florida, and run S 00°20'46" W, along the East boundary of said Tract, 22.44 feet for a Point of Beginning; thence run S 54°33'44" W, 76.27 feet; thence S 35°26'16" E, 41.00 feet; thence N 54°33'44" E, 21.00 feet; thence
S 35°26'16" E, 64.45 feet; thence N 54°33'44" E, 60.09 feet; thence N 33°47'50" W, 105.49 feet; thence S 54°33'44" W, 7.84 feet to the Point of Beginning. TOGETHER with an easement for ingress and egress over and across the following described parcel: Commence at the NE corner of said Tract 42 and run S 00°20'46" W, 22.44 feet; thence S 54°33'44" W, 76.27 feet; thence S 33°26'16" E, 41.00 feet; thence N 54°33'44" E, 21.00 feet; thence S 35°26'16" E, 64.45 feet for a Point of Beginning, thence continuing S 35°26'16" E, 69.55 feet to the Northerly R/W of CR 54; thence N 54°33'44" E, along said R/W/ 15.00 feet; thence N 35°26'16" W, 69.55 feet, thence S 54°33'44" W, 15.00 feet to the Point of Beginning. Also known as Water Plant

Parcel 16:

Commence at the NW corner of Section 17, Township 26 South, range 21 East, Pasco County, Florida, and run S 00°28'22" E, along the West boundary of said Section 1343.46 feet to the SW corner of AMERICAN CONDOMINIUM PARKS ZEPHYRHILLS PHASE II, as recorded in Plat Book 24, Pages 57-60, Public Records of Pasco County, Florida, thence run S 89°35'49" E, along the South boundary of said Subdivision 229.76 feet to a Point of Beginning; thence continue along said boundary S 89°35'49" E, 307.74 feet; thence S 00°28'22" E, 100.10 feet; thence N 89°35'49" W, 307.74 feet; thence N 00°28'22" W, 100.53 feet to the Point of Beginning. Subject to an easement for ingress and egress over and across the East 17.5 feet and West 17.5 feet thereof. Also known as Sewer Plat "D"

POLK COUNTY

Parcel 1: Intentionally Omitted

Parcel 2: **Intentionally Omitted**

Parcel 3: **Intentionally Omitted**

Parcel 4: **Intentionally Omitted**

Parcel 5: **Intentionally Omitted**

Parcel 6: **Intentionally Omitted**

Parcel 7: **Intentionally Omitted**

Parcel 8: **Intentionally Omitted**

Parcel 9:

A parcel of land being the North 208.00 Feet of the South 437.63 feet of the West 192 feet of the East 768.00 feet of the SE 1/4 of the NE 1/4 of Section 24, Township 27 South, Range 23 East, Polk County, Florida:

Together with:

A 25.00' Non-Exclusive Access Easement being the South 229.63 feet of the West 25.00 feet of the East 593.00 feet of the SE 1/4 of the NE 1/4 and that part of the West 25 feet of the East 593.00 feet of the NE 1/4 of the SE 1/4 lying Northerly of Daughtery Road right of way.

All being, lying and situate in Section 24, Township 27 South, Range 23 East, Polk County, Florida.

Parcel 10:

The East 15 acres of the SW 1/4 of the NE 1/4 of Section 24, Township 27 South, Range 23 East, all lying, being and situated in Polk County, Florida.

Parcel 11:

The East 400.00 feet of Block "A", LAKE GIBSON ESTATES, according to the Plat thereof as recorded in Plat Book 44, Page 25, Public Records of Polk County, Florida.

Parcel 12:

Begin at the Southeast corner of Lot 6, Block "C", LAKE GIBSON ESTATES, according to the Plat thereof as recorded in Plat Book 44, Page 25, Public Records of Polk County,

Florida, run North 60.0 feet, run West 20.0 feet to the Point of Beginning, thence run West 60.0 feet, thence run North to the North lot line, thence run Southeasterly along North lot line to a point North of the Point of Beginning, thence run South to the Point of Beginning.

Parcel 13:

The North 20.0 feet of the East 20.0 feet of Lot 8, Block "H", LAKE GIBSON ESTATES, according to the Plat thereof as recorded in Plat Book 44, Page 25, Public Records of Polk County, Florida.

Parcel 14:

Begin at the SE corner of Lot 4, Block "A" of HALES RESUBDIVISION of a portion of Gibsonia Unit #14, for the Point of Beginning, thence West 50.0 feet to a point, thence North 96.0 feet to the South line of Lot 3, Block "A", of HALES RESUBDIVISION, thence East 50.0 feet to a point, thence South 96.0 feet, to the Point of Beginning, all being in Section 24, Township 27 South, Range 23 East, according to the plat thereof recorded in Plat Book 42, Page 18, Public Records of Polk County, Florida.

Parcel 15:

Lot 2, Block 2, ORANGE HILL SUBDIVISION, according to the Plat thereof as recorded in Plat Book 58, Page 40, Public Records of Polk County, Florida.

AND a perpetual easement reserved over the following described real property as set forth in instrument recorded in O.R. Book 1728, page 2146 and in O.R. Book 1745, page 209, to wit:

The East 150 feet of the South 150 feet of Lot 19 of SUGAR CREEK SUBDIVISION, according to unrecorded plat thereof on file with the County Engineer of Polk County, Florida, being in Section 28, Township 28 South, Range 25 East, Polk County, Florida.

PUTNAM COUNTY

Parcel 1:

Lots 30 and 31, Block A, Unit 23, Subdivision Interlachen Lakes Estates, according to the map or plat thereof on file in the office of the Clerk of the Circuit Count, recorded in Plat Book 5, Page 36, Public Records of Putnam County, Florida.

Parcel 2:

WATER PLANT

A part of Section 17, Township 10 South, Range 26 East, Putnam County, Florida, also being a part of the land, described in Official Records Book 507, Page 1245 of the Public Records of said County, being more particularly described as follows:

For a point of Beginning commence at the northeasterly corner of lands in Deed Book 214, page 7, of said Public Records also being the northwesterly corner of said lands described in Official Records Book 507 Page 1245, thence N 84 degs., 08 min. 00 secs., E along the Southerly right-of-way line of Silver Lake Drive also being the Northerly line of said lands described in Official Records Book 507 Page 1245, a distance of 88.01 feet; thence S 06 degs., 33 mins., 00 secs., E, a distance of 50.00 feet; thence S 84 degs., 08 mins., 00 secs., W, a distance of 88.01 feet to the Westerly line of said lands described in Official Records Book 507 Page 1245, Thence N 06 degs., 33 mins., 00 secs., W, along said Westerly Line of the lands described in Official Records Book 507 Page 1245, a distance of 50.00 feet to the Point of Beginning.

SEWAGE TREATMENT PLANT

A part of Section 17, Township 10 South, Range 26 East, Putnam County, Florida, also being a part of lands described in Official Records Book 507 Page 1245 of the Public Records of said county, being more particularly described as follows: For a point of Reference commence at the northeasterly corner of the lands described in Deed Book 214 Page 7, of said Public Records, also being the northwesterly corner of said lands described in Official Records Book 507 page 1245; Thence N 84 degs., 08 mins., 00 secs., E, along the southerly right of way line of Silver Lake Drive also being the northerly line of said lands described in Official Records Book 507 Page 1245, a distance of 355.20 feet to the point of a curvature of a curve concave to southeasterly and having a radius of 1512.63 feet; thence northeasterly along the arc of said curve continuing being said northerly line of the lands described in Official Records Book 507 Page 1245; a chord bearing of N 86 degs. 30 mins., 44 secs., E and a chord distance of 127.52 feet to the Northeasterly corner of said lands described in Official Records Book 507 Page 1245; Thence South 01 degs. 04 mins. 00 secs. East along the Easterly line of said lands described in Official records Book 507 page 1245 a distance of 760.41 feet to the point of beginning; thence continue S 01 degs., 04 mins., 00 secs., E, along said easterly line of the lands described in Official Records Book 507 Page 1245; a distance of 125.72 feet; thence S 86 degs., 42 mins., 00 secs. W. a distance of 59.17 feet; thence N 04 degs., 03 mins., 58 secs., W. a distance of 31.77 feet; thence S 87 degs., 49 mins., 09 secs., W, a distance of 13.16 feet; thence N 03 degs., 16 mins., 09 secs., W, a distance of 19.47 feet; thence S 85 degs., 27 mins., 33 secs., W, a distance of 39.78 feet; thence N 02 degs., 01 mins., 52 secs., E, a distance of 78.50 feet; thence N 88 degs., 21 mins., 00 secs., E, a distance of 110.16 feet to the Point of Beginning.

Lot 11
A tract of land situated in the East 1/2 of the SE 1/4 of Section 17, Township 10 South, Range 26 East, being a part of lands described in O.R. Book 402 Page 1636 of the Public Records of Putnam County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the SE1/4 of Section 17, Township 10 South,

Range 26 East and run Thence N 88 degs., 53 mins., 00 secs., E, along the South line of said SE1/4, a distance of 33.0 feet to a concrete monument on the Easterly right-of-way of a paved County Road. Thence run N 0 degs.,20 mins., 00 secs., W, along said Easterly right-of-way, a distance of 852.9 feet to a cypress post. Thence run N 0 degs., 44 mins., W, along the Easterly right-of-way of said paved County Road, a distance of 572.8 feet to a concrete monument on the Southerly right-of-way of a paved County Road. Thence run N 84 degs., 08 mins., 0 secs., E, along said Southerly right-of-way, a distance of 1730.1 feet to the Northeasterly corner of lands described in Deed Book 214, page 7 of the public records of Putnam County, Florida, being the Northwesterly corner of lands described in O.R. Book 402, Page 1636, of said Public Records. Continue N 84 degs., 08 mins., 00 secs., E., along the Northerly line of said lands described in O.R. Book 402, Page 1636, being the Southerly right-of-way of a paved County Road, a distance of 200.02 feet to the Point of Beginning of this description. From Point of Beginning (1) run thence S 6 degs., 33 mins., 00 secs., E, parallel with the Westerly line of lands described in O.R. Book 402 Page 1636, a distance of 110.0 feet. (2) Thence run N 83 degs., 27 mins., 00 sees., E, perpendicular to preceding call, a distance of 135.79 feet. (3) Thence run N 3 degs., 48 mins., 30 secs. W, a distance of 108.44 feet, more or less to the Northerly line of lands described in O.R. Book 402 Page 1636, of said Public Records on the Southerly right-of-way of a paved County Road. (4) Thence run S 84 degs., 08 mins., 00 secs. W, along said Northerly line and said Southerly right-of-way, a distance of 140.99 feet, more or less, to the beginning and to close.

Parcel 3:

(Sewer Plant Site and Settling Pond)

Lot 8, Block, 2, Park Manor Subdivision, according to the plat thereof as recorded in Map Book 5, Page 87, of the Public Records of Putnam County, Florida, located in Section 18, Township 10 South, Range 25 East, Putnam County, Florida.

Parcel 4:

(Water Plant Site)

Lot 13, Block, 2, Park Manor Subdivision, according to the plat thereof as recorded in Map Book 5, Page 87, of the Public Records of Putnam County, Florida, located in Section 18, Township 10 South, Range 25 East, Putnam County, Florida

Parcel 5: Intentionally Omitted

Parcel 6:

A parcel of land lying in and being a part of Section 32, Township 11 South, Range 27 East, and all being more particularly described as follows:

All of lots 13, 14 and 15, Block "C" as shown on the plat of Pine Heights as recorded in Map Book 3, page 109 of the Public Records of Putnam County, Florida and the following described parcel commencing at the Southeast corner of Lot 13 as recorded on said plat of Pine Heights; thence North 1 Deg. 14 Min. 43 Sec. West, along the East line of Lots 13 and 14, for 55.55 feet to the point of beginning; thence North 56 Deg. 52 Min. 16 Sec. East, for 42.46 feet; thence North 33 Deg. 59 Min. 17 Sec. West, for 48.50 feet; thence South 52 Deg. 54 Min. 41 Sec. West, for 12.12 feet to a point on the east line of Lot 15; thence South 1 Deg. 14 Min. 43 Sec. East, along the East line of Lots 15 and 14, for 56.13 feet to the point of beginning and to close, all Lots are as shown on said plat of Pine Heights. Less and except from the above the North 38.50 feet of said Lot 15. All land lying and being in Putnam County, Florida.

Parcel 7:

A tract of land situated in Government Lot 6, Section 33, East of the St. Johns River, Township 10 South, Range 26 East, Putnam County, Florida, being more particularly described as follows:

Commencing at a concrete monument at the Southwest corner of Government Lot 5, Section 33, East of the St. Johns River, T10S, R26E, thence South 36, degrees 25 minutes East, 241.32 feet to a point; thence South 3 degrees 41 minutes 52 seconds East, 170.3 feet to a point; thence North 87 degrees 43 minutes 08 seconds East, 788.69 feet; to a point; thence North 67 degrees 38 minutes 08 seconds East, 80.99 feet to a point; thence North 29 degrees 40 minutes 22 seconds West, 100.2 feet to the point of beginning; thence continue North 29 degrees 40 minutes 22 seconds West, 75.0 feet to a point; thence North 67 degrees 38 minutes 08 seconds East, 55.00 feet to a point in the Southwesterly line of the 100.00 foot right of way of State Road S-309. As the same is now occupied and established; thence South 29 degrees 40 minutes 22 seconds East, along said Southwesterly line, 75.0 feet to a point therein; thence South 67 degrees 38 minutes 08 seconds West, 55.0 feet to the point of beginning.

Parcel 8:

Lot 8, Block C, River Groves Subdivision, according to the Plat thereof as recorded in Plat Book 4, Page 105, Public Records of Putnam County, Florida.

Parcel 9:

Lot 1, Block 6, St. Johns Riverside Estates, Highlands Unit 5, according to the plat thereof as recorded in Plat Book 5, Page 67, Public Records of Putnam County, Florida.

Parcel 10:

Lot 17, Block B, SARATOGA HARBOR ESTATES, AS PER PLAT THEREOF, IN Plat Book 4, page 161, of the Public Records of Putnam County, Florida.

Parcel 11:

Lot 10, Block 16, Unit One, Welaka Mobile Home Park, according to plat thereof, recorded in Plat Book 4, page 151, Public Records of Putnam County, Florida.

Parcel 12:

That part of the Triay Grant, Section 40, Township 12 South, Range 26 East, and being more particularly described as follows:

Commence at a point located on the West line of Front Street where the North line of said Grant Intersects said Street; thence East and along the North line of said Grant 656.26 feet to a point; thence South 2.5 feet to U.S.D.A. Mon. #19; thence continue South 2483 feet to U.S.D.A. Mon. #18; thence West 3176.85 feet and through U.S.D.A. Mon. #17; thence South at right angle, 221.08 feet for the Point of Beginning; said point being on the Southeasterly boundary of Lot 44, Beecher's Point Subdivision as located on the ground, said Beecher's Point Subdivision being recorded in Plat Book 5, page 76, Public Records of Putnam County, Florida; thence South 24 degrees 19 minutes 29 seconds East, a distance of 100 feet; thence North 65 degrees 40 minutes 31 seconds East a distance of 217.80 feet to a point; thence North 24 degrees 19 minutes 29 seconds West a distance of 100 feet to a point; thence South 65 degrees 40 minutes 31 seconds West a distance of 217.80 feet to said Point of Beginning.

Parcel 13:

A part of the Antonio J. Triay Grant, Section 40, Township 12 South, Range 26 East, more particularly described as follows:

From a concrete permanent reference marker on the Northerly Bank of Little Lake George, the same having a brass cap which bears the inscription U.S.D.A. #16, said marker being upon the Westerly boundary line of United States Government lands in this vicinity; measured thence Northerly a distance of 1713.00 feet to U.S.D.A. #17; thence Westerly, the same being the projection of a straight line from U.S.D.A. #18 to U.S.D.A. #17, a distance of 445.78 feet to the Westerly right of way line of an existing paved road, this point being 30.00 feet westerly from the center line of said existing pavement; thence Northerly along said right of way line a distance of 126.75 feet for a point of beginning; thence continuing Northerly along said right of way line, a distance of 200.00 feet; thence with a deflection angle to the left of 89 degrees 35 minutes 38 seconds, a distance of 200.00 feet; thence with a deflection angle to the left of 90 degrees 24 minutes 20 seconds, a distance of 202.43 feet; thence with a deflection angle to the left of 90 degrees 17 minutes 22 seconds, a distance of 200.00 feet to the Point of Beginning.

Parcel 14:

Lots 43, 44 and 45, BEECHER'S POINT SUBDIVISION, according to the plat thereof recorded in Map Book 5, page 76, of the Public Records of Putnam County, Florida.

Parcel 15:

Lots 46 and 47, BEECHER'S POINT SUBDIVISION, according to plat thereof recorded in Map Book 5, page 76, of the Public Records of Putnam County, Florida.

Parcel 16:

Lot 58, Palm Port, according to the plat thereof as recorded in Plat Book 5, Page 70, of the Public Record of Putnam County, Florida.

Parcel 17:

A part of Govan Grant, described in Deed Book 43, Page450, of the Public Records of Putnam County, Florida. All in Section 40, Township 9 South, Range 27 East, more particularly described as follows:

Beginning at a stake X bearing pine blazed, said stake set S. 60° E. 22 links from the intersection of public road from Foster's, Point to Palatka with line of Wm. Lanechart's land a ditch, thence South 60° E. 8.88 chains, along said public road to a lightwood stake X at fence post, thence South 10°25' W. 6.50 chains to margin of Cow Creek, on same course to the run of Cow Creek Stake X set at margin of Creek, thence North westerly along the run of Cow Creek to a point 22 links from intersection of line of Wm. Lanechart's no stake; thence North 21° W. along a line parallel with said Lanechart's line to an oak tree with X margin of swamp.

SEMINOLE COUNTY

Parcel 3:

Tract A, FLORIDA CENTRAL COMMERCE PARK, according to the plat thereof as recorded in Plat Book 27, Page 53, Public Records of Seminole County, Florida.

Parcel 4:

The North 60 feet of Lot 10, Block A, HARMONY HOMES, according to the plat thereof as recorded in Plat Book 13, Page 35, of the Public Records of Seminole County, Florida.

Parcel 10:

The SW 1/4 of the SE 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4, LESS the SW 1/4 of the SW 1/4 of said NW 1/4, all in Section 20, Township 21 South, Range 32 East, Seminole County, Florida.

Parcel 11:

That part of the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 21 South, Range 32 East, Seminole County, Florida described as follows:

Commence at the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/4, thence N89E50'37"E along North boundary of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 a distance of 981.54 feet to the Point of Beginning, thence continue N89°50'37"E along said line a distance of 346.81, feet to the Northeast corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/4, thence S00°08'19"W along the East boundary of the Northwest 1/4 of the Southeast 1/4 a distance of 151.19 feet, thence S88°55'50"W a distance of 147.95 feet to a point on a curve to the left whose radius point lies S88°55'50"W a distance of 50.00 feet, having a central angle of 138°11'23" and whose chord bears N70°09'51"W a distance of 93.42 feet, thence along said curve on an arc distance of 120.59 feet to a point of reverse curvature to the right having a radius of 25.00 feet, a central angle of 48°11'23" and whose chord bears S64°50'09"W a distance of 20.41 feet, thence along said curve on an arc distance of 21.03 feet to the point of tangency, thence S88°55'50"W a distance of 93.88 feet, thence N01°12'07"W a distance of 131.71 feet back to the Point of Beginning, Less portion taken for road right of way in Order of Taking recorded in Official Records Book 3941, page 1175, Public Records of Seminole County, Florida.

Less and Except

Commence at the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 21, township 21 South, Range 32 East, Seminole County, Florida and run thence N89°50'37E, along the North boundary thereof 981.54 feet; run thence S01°12'07"E, 4.23 feet to the Point of Beginning; continue S01°12'27"E 127.47 feet; run thence S88°55'50"W 0.03 feet; run thence N01°13'43"W 127.47 feet; run thence N89°54'35"E 0.09 feet to the Point of Beginning.

Also Less

Commence at the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 21 South, Range 32 East, Seminole County, Florida and run thence N89°50'37E, along the North boundary thereof 981.54 feet; run thence S01°12'07"E, 131.71 feet; run thence N88°55'50"E 93.88 feet to the beginning of a curve to the left having a radius of 25.00 feet and a central angle of 48°11'23"; run thence Northeasterly along said curve an arc distance of 21.03 feet to the beginning of a curve to the right having a radius of 50.00 feet and a central angle of 48°12'35"; run thence Northeasterly along said curve an arc distance of 42.07 feet to the Point of Beginning; continue thence along an extension of said curve thru a central angle of 89°59'20" and an arc distance of 78.53 feet; run thence S88°55'50"W 1.19 feet to a point of a curve having a radius of 50.00feet, a central angle of 88°37'39" and whose radius

point lies S 88°56'06"W; run thence Northwesterly along said curve an arc distance of 77.34 feet to the Point of Beginning.

Parcel 12:

Lot 1, Block 57, TOWN OF NORTH CHULUOTA, according to the plat thereof as recorded in Plat Book 2, Pages 54 through 58, Public Records of Seminole County, Florida.

Parcel 13:

Lot 2, Block 57, TOWNSITE OF NORTH CHULUOTA, according to the plat thereof as recorded in Plat Book 2, Pages 54 through 58, Public Records of Seminole County, Florida.

Parcel 14: Intentionally Omitted

Parcel 15:

Begin at the Southeast corner of Lot 1, Block 74, of TOWNSITE OF NORTH CHULUOTA, as recorded in Plat Book 2, Pages 54 through 58, Public Records of Seminole County, Florida, run thence North along the East line of said Lot 1 and extended to South line of alleyway running through center of Block 67, of said Plat, run thence West along said South line and extended to the center line of old S.R. No. 13, run thence South along said center line to a point 70.00 feet North of North right of way line of 10th Street, run thence East to easterly right of way line of said old S.R. 13, run thence North along said right of way line to a point of intersection within South line of said Lot 1 extended Westerly, run thence East along said South line and extended to P.O.B.

Parcel 16:

Lots 2, 3, 4 and the South 1/2 of the vacated alley adjacent on the North, Block 74, TOWN OF NORTH CHULUOTA, according to the plat thereof as recorded in Plat Book 2, Pages 54 through 58, Public Records of Seminole County, Florida, together with easement from said property in Joe's Pond, according to said plat for the purpose of operation of a sewage disposal plant.

Parcel 18:

Beginning at the northwesterly corner of Block X of Lake Mills Shores, according to Plat Book 11, pages 14 and 15, Public Records of Seminole County, Florida run thence northeasterly along Mill Shore Drive a distance of 15 feet, thence run southeasterly at right angles to said Mill Shore Drive a distance of 55 feet, thence run southwesterly 15 feet to the southwesterly line of said Block X, thence run northwesterly along said southwesterly line 55 feet to the point of beginning.

VOLUSIA COUNTY

Parcel 1:

Lot 15, Twin River Estates, as recorded in Map Book 26, Page 101, Public Records of Volusia County, Florida.

LESS and EXCEPT the Southerly 7 feet of Lot 15, Twin River Estates as recorded in Map Book 26, Page 101, Public Records of Volusia County, Florida, as heretofore deeded to James F. Townsend and Beverly Y. Townsend, by Warranty Deed dated July 23, 1970, and recorded August 20, 1970, in Official Records Book 1222, Page 137, Public Records of Volusia County, Florida; and also LESS and EXCEPT, that part of Lot 15, Twin River Estates, starting at the S.W. Corner and running East a distance of 80 feet and thence running along the driveway in a Southwesterly direction and a distance of 100 feet to intersect with the West line of Lot 15, and thence North a distance of 30 feet to the point of beginning; said parcel having been heretofore deeded to Edgar E. Farmer and Nancy L. Farmer by Warranty Deed dated August 29, 1968 and recorded in Official Records Book 1039, Page 514, and rerecorded in Official records Book 1084, Page 511, Public Records of Volusia County, Florida.

Parcel 2:

Lot 3, less the Westerly 15 feet thereof, Tomoka View Unit No. 2, according to the map or plat thereof as recorded in Plat Book 27, Page 162, Public Records of Volusia County, Florida.

Parcel 3:

The Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 15 South, Range 28 East, Volusia County, Florida.

TOGETHER WITH:
A 15' wide access and utilities easement being the South 15.00 feet of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 15 South, Range 28 East, Volusia County, Florida, less the East 8.38 feet thereof.

TOGETHER WITH:
The East 8.38 feet of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 15 South, Range 28 East, Volusia County, Florida.

Parcel 4:

That part of the South 135.0 feet of the West 375 feet of Section 20, Township 15 South, Range 28 East, lying East of Alice Drive, Volusia County, Florida.

WASHINGTON COUNTY

Parcel 1:

Tract "C" of SUNNY HILLS UNIT NINE, according to the plat thereof recorded in Plat Book 2, Pages 103 through 107 inclusive of the Public Records of Washington County, Florida.

Parcel 2:

Tract "A" of SUNNY HILLS UNIT THIRTEEN, according to the plat thereof recorded in Plat Book 3, Pages 1 through 9 inclusive of the Public Records of Washington County, Florida.

Parcel 3:

Tract "Y" of SUNNY HILLS UNIT FOURTEEN, according to the plat thereof recorded in Plat Book 3, Pages 10 through 25 inclusive of the Public Records of Washington County, Florida.

Parcel 4:

Tract "H" of SUNNY HILLS UNIT FIFTEEN, according to the plat thereof recorded in Plat Book 3, Pages 26 through 48 inclusive of the Public Records of Washington County, Florida.

Parcel 5:

Lot 1 of Block 1105 of SUNNY HILLS UNIT NINETEEN, according to the plat thereof recorded in Plat Book 3, Pages 65 through 79 inclusive of the Public Records of Washington County, Florida.

Parcel 6:

Tract "M" of SUNNY HILLS UNIT NINETEEN, according to the plat thereof recorded in Plat Book 3, Pages 65 through 79 inclusive of the Public Records of Washington County, Florida.

Parcel 7:

That certain parcel of land lying in and being a part of SUNNY HILLS UNIT TWENTY THREE, according to the plat thereof recorded in Plat Book 3, Pages 136 through 156 inclusive of the Public Records of Washington County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 21, Township 2 North, Range 13 West, Washington County, Florida; thence N87°58'46"E, a distance of 603.49 feet to the Southwesterly right of way line of Deltona Blvd. (a 100 foot right of way); thence along said right of way line N20°24'19"W, a distance of 342.63 feet; thence leaving said Southwesterly right of way line, N69°35'41"E, a distance of 100 feet to the Northeasterly right of way line of said Deltona Blvd. And the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue N69°35'41"E, a distance of 228.02 feet; thence N19°52'46"E, a distance of 127.58 feet; thence N43°43'19"E, a distance of 334.18 feet; thence N08°54'41"E, a distance of 259.90 feet; thence N55°49'51"W, a distance of 99.89 feet to a point on the arc of a circular curve concave to the Northwest having a radius of 640.00 feet and bears S55°49'51"E, from the center of the circle of said curve; thence run Southwesterly along the arc of said curve, through a central angle of 34°00'41", and arc distance of 379.91 feet to the end of said curve; thence S68°10'50"W, a distance of 301.08 feet to a point of curvature of a circular curve to the left having a radius of 25.00 feet; thence run Southwesterly, Southerly and Southeasterly along the arc of said curve, through a central angle of 88°35'10" an arc distance of 38.65 feet to aforesaid Northeasterly right of way line of Deltona Blvd.; thence run along said right of way line S20°24'19"E, a distance of 400.44 feet to the POINT OF BEGINNING.

Parcel 8:

All of Tract "E" of SUNNY HILLS UNIT EIGHT, according to the plat thereof recorded in Plat Book 2, Pages 88 through 101 inclusive of the Public Records of Washington County, Florida.

All of Tract "A" of SUNNY HILLS UNIT NINETEEN, according to the plat thereof recorded in Plat Book 3, Pages 65 through 79 inclusive of the Public Records of Washington County, Florida.

End of Exhibit "B"
Legal Description

EXHIBIT 3.5 (a)
Real Property Where
Florida Water is Lessee

	County	Agreement	Lessor	Lessee	Type of Lease	Notes
1.	Lake	Lease	Dale E. Bartch, Trustee of the Dale E. Bartch Living Trust	Florida Water	Office	Terminates July 4, 2004. Monthly rental of $668.75.
2.	Orange	Agreement as modified by Lease Extension Agreement and Assignment of Lease	Tangerine Improvement Society	Tangerine Water Company in Agreement and Lease Extension Florida Water in Assignment of Lease	Land	99 year lease Obligation to furnish water No rental payment
3.	Putnam	Lease Agreement for Utility Site	Charles and Dena Pitts	Florida Water	Well Site	99 year lease. One time payment of $2.000.
4.	Putnam	Lease Agreement	John E. Spillers, III and Jennifer Sharon Spillers	Florida Water	Office	Terminates September 1, 2004. Monthly rental of $668.75.
5.	Seminole	Lease Agreement for Irrigation of Property	Mary Preston Gross	Southern States Utilities	Reclaimed Water Disposal	

EXHIBIT 3.5 (b)
Real Property Where
Florida Water is Lessor

	County	Agreement	Lessor	Lessee	Type of Lease	Notes
1.	Pasco	Lease Agreement With Option to Purchase	Florida Water	Six Mile Pond Investments, L.C.	Land (vacant)	99 year lease. Minimum annual rent of $700.

EXHIBIT 3.5 (c)
Personal Property Leases
Florida Water is Lessee

	County	Agreement	Lessor	Lessee	Type of Lease	Notes
	Lake, Polk, Putnam. Seminole & Washington	Lease Agreement	)onlen Corporation	Florida Water	Vehicles ınd Other Equipment	Florida Water leases vehicles and equipment from Donlen for use in its ıtility operations.
.	Lake	Agreement	;tiles-Kem	Florida Water	Chemical Containers	Containers owned by vendors. Part of chemical supply services. No formal agreement.
.	Lake, Polk &Putnam	Agreement	Suburban Propane	Florida Water	Chemical Containers	Containers owned by vendors. Part of chemical supply services. No formal agreement.
4.	Volusia & Seminole	Agreement	Dumont Company	Florida Water	Chemical Containers	Containers owned by vendors. Part of chemical supply services. No formal agreement.
5.	Polk & Seminole	Agreement	Amerigas	Florida Water	Chemical Containers	Containers owned by vendors. Part of chemical supply services. No formal agreement.
6.	Highlands, Lake, Seminole	Agreement	Brenntag	Florida Water	Chemical Containers	Containers owned by vendors. Part of chemical supply services. No formal agreement.
7.	Lake, Orange, Pasco, Polk	Agreement	Davis Chemicals	Florida Water	Chemical Containers	Containers owned by vendors. Part of chemical supply services. No formal agreement.

EXHIBIT 3.7 (a)
Pending or Threatened Proceedings

Pending Litigation

	Name/Venue	Description	Plant
Putnam			
1.	Carolyn Elizabeth Rehbaum v. Florida Water Services and The Houck Holding Limited Partnership Circuit Court of the 7th Judicial Circuit, in and for Putnam County, FL 03-377-CA-53	Suit for declaratory judgment as to the location of Fl Water's Wootens wtp. Rehbaum alleges it is on her property. Fl Water has lease with adjacent land owner	Wootens
2.	Philip Cobb and Sharon Cobb v. Florida Water Services Circuit Court (7th), Putnam County	Suit for trespass and damages arising out of allegations that force main is constructed outside of public right of way / Beecher's Point	Beechers Point
Seminole			
3.	Sanctuary-Oveido L.P. "SOLP"	Blanket access easement over sprayfield and property of 2nd party (sanctuary-Oviedo, L.P. "SOLP"). SOLP may file suit vs. benefited party to define extent of easement or remove. Florida Water may be joined as indispensable party.	Chuluota

Threatened Litigation

	Name	Description	Plant
Lake			
1.	Georgina Giallanza	Allegation that Fl Water needs utility easements over rights of way	Holiday Haven
2.	City of Leesburg	Threatened Condemnation Action	Fern Terrace, Morning view, Palms Mobile Home Park, Silver Lake Estates, Western Shores, Stone Mountain and Valencia Terrace

Possible Disputes

	Name	Description	Plant
Pasco			
1.	Tampa Bay Water	Policies regarding expansion of franchise of private water utilities	Plants in Hillsborough and Pasco Counties

Pending PSC Dockets to be Retained by Seller

	Case	Docket # Date Opened	Status
1.	Gain on Sale Orange County	980744-WS Opened 1998	Final Hearing – July 21, 2004 Joint Motion for Continuance filed Dec. 19, 2003
2.	Gain on Sale Martin County	031060-WS Nov. 18, 2003	Scheduling Record reflects Staff Rec. Sep. 9, 2004 and PAA Oct. 11, 2004 If Order is protested – final hearing would be in 2005
3.	Gain on Sale Marion County	031061-WS Nov. 18, 2003	same schedule as Martin
4.	Gain on Sale GUA/Lee County	031062-WS Nov. 18. 2003	same schedule as Martin
5.	Gain on Sale Osceola County	031063-WU Nov. 18, 2003	same schedule as Martin
6.	Gain on Sale Clay County	03106 4-WU Nov. 18, 2003	same schedule as Martin
7.	Gain on Sale City of Deltona	031065-WS Nov. 18. 2003	same schedule as Martin
8.	Gain on Sale Charlotte County	040023-WS Jan 9. 2004	same schedule as Martin
9.	Gain on Sale Nassau County	040024-WS Jan 9, 2004	same schedule as Martin
10.	Gain on Sale Jacksonville Electric Authority	040025-WU Jan 9, 2004	same schedule as Martin
11.	Transfer approval Groveland	031071-WS Jan 20, 2004 031071-WS Jan 26, 2004	Approved at Jan. 26 Agenda Conference. Docket opened to investigate Groveland Gain on Sale.

Anticipated PSC Dockets to be Retained by Seller

	Case	Docket #	Status
1.	Gain on Sale Remaining Systems	N/A	Florida Water anticipates that the FPSC will also open a Gain on Sale Docket regarding the sale of the remaining systems

Pending and Anticipated PSC Mattersto be Assumed by Buyer

	Case	Docket #	Status
1.	**Territory Deletion** Seminole County	030637-WS	In Nov. 2003, Staff recommended approval of Settlement Agreement between Sanlando, Alafaya Utilities and FL Water. We are waiting for PSC approval of staff rec.
2.	Investigation of rates and earnings of Chuluota water and wastewater system	N/A	Florida Water received a letter from the FPSC dated March 11, 2004 requesting accounting information to facilitate a review of the rates and earnings of the Chuluota water and wastewater systems.
3.	Territory Amendment in Polk County	N/A	Failure of a private water system partially within Florida Water territory with 8 customers (5 inside/3 outside).

Anticipated Matter Involving Buyer and Seller

	Description
1.	Florida Public Service Commission Application for Transfer

EXHIBIT 3.7 (b)
Orders Prohibiting Employees or Agents from Conducting Seller Business

NONE

EXHIBIT 3.7 (c)
Non-Compliance with Orders

- Those items set forth in Exhibits 3.7(a), 3.9(a) and 3.9(b)

EXHIBIT 3.8
Exceptions to Conduct or Seller's Business and Ordinary Course of Business

NONE

EXHIBIT 3.9 (a)
Non-Compliance With Environmental Laws

1. Florida Water Services has received a letter from the St. Johns River Water Management District dated February 2, 2004 regarding the Hobby Hills Consumptive Use Permit (No. 2613). Florida Water's response was accepted. At the District's request, Florida Water performed meter calibrations and forwarded the results to the District. Not an issue at this time.

2. Florida Water Services has received an e-mail from the St. Johns River Water Management District dated January 27, 2004 regarding the Imperial Terrace Consumptive Use Permit (No. 4493). Florida Water's response was accepted. At the District's request, Florida Water performed meter calibrations and forwarded the results to the District.

3. During 2003, Florida Water exceeded the water use quantities stated in Consumptive Use Permit No. 8362 for the Chuluota water system. Florida Water has submitted an application for modification of the Consumptive Use Permit.

4. All matters listed on Exhibit 3.9(b).

Exhibit 3.9(b)
Pending or Threatened Claims Under Environmental Laws

	Item	Title	Description	Notes
1	Internal Chart	2004 Regulatory Correspondence Log		
2	Internal Chart	2003 – Internal Summary of Unaccounted for Water	Gallons pumped, purchased, sold, etc, and unaccounted for amounts for each plant.	
3	DEP Permit #FLA012773	Palm Terrace Gardens WWTP (3-18-04)	Schedule from WWTP facility permit	DEP would like a percolation pond resting schedule to be developed. Schedule sent to DEP 6-1-04.
4	Letter from DEP dated 3/8/04	Florida Central Commerce Park WWTP (3-8-04)	DEP follow-up regarding reuse study required by the WWTP facility permit	Need to continue reuse study.
5	DEP Permit #FLA011742	Palm Port WWTP (10-10-03)	Facility permit condition #10 Re: effluent pond emergency overflow	DEP reserves the right to require an NPDES permit.
6	Letter from DEP dated 2/25/04 Response letter from Florida Water dated3/9/04	Jungle Den WWTP (2-25-04) DEP Inspection Letter & Response	Facility inspection response letter from Florida Water and subsequent activities	DEP states that #3 effluent ponding was observed at sprayfield. Extensive clearing performed at the site allowing drying via direct sunlight. Issues resolved.
7	Letter from Polk County DOH dated 3/23/04	Orange Hill – Sugar Creek (3-23-04)	DOH Inspection letter received 3-26-04	Response due 4-26-04 addressing 4 items. Response submitted. Issues resolved.
8	Letter from DEP dated 3/18/04	Harmony Homes (3-18-04)	DEP letter addressing odor MCL	
9	Letter from DEP dated 9/24/03	Leisure Lakes WTP (3-24-03)	DEP request for a capacity analysis report by 8-28-04	to a system leak DEP changed requirement for reporting. Reporting no longer required.
10	Letter from DEP dated 2/4/04	Hermits Cove (2-4-04)	DEP request for a capacity analysis report by 8-28-04	DEP changed requirement for reporting. Reporting no longer required.
11	Letter from DEP dated 2/4/04	Palm Port WTP (2-4-04)	DEP request for a capacity analysis report by 8-28-04	DEP changed requirement for reporting. Reporting no longer required.

Exhibit 3.9(b)
Pending or Threatened Claims Under Environmental Laws

	Item	Title	Description	Notes
2	Email from DEP dated 7/15/03	DEP Ft. Myers correspondence Leisure Lakes 7-21-03)	DEP information on WTP capacities within District	No response required.
3	Report on Telephone call from DEP dated 7/3/03	DEP – Pensacola – Sunny Hills 7-3-03)	DEP information on WTP capacity at Sunny Hills	No response required.
4	Letter from DEP dated 7/17/03	DOH – Volusia County – Tomoka and Twin Rivers 7-17-03)	DEP information on WTP capacity	No response required.
5	Data from DEP dated 7/17/03	DEP – Orlando 6-26-03)	DEP information on WTP capacity	No response required.
6	Letter from DEP dated 8/28/03	DEP – Tampa 8-28-03)	DEP request for information on WTP in order to calculat capacities	No response required.
17	Letter from FWS to Polk County DOH dated 6/26/03	DOH – Polk County (6-26-03)	FWS request for WTP plant capacities	Note: Polk County did not respond No response required.
18	Letter from SJRWMD dated 2/26/04	Hobby Hills (2-26-04)	SJRWMD letter regarding pumping over permit limits	FWS response attached. Florida Water responded. SJRWMD thanked us for explanation and asked that Florida Water calculate its meter.
19	Letter from SJRWMD dated 3/3/04	Venetian Village (2-6-03)	SJRWMD letter regarding meter calibrations and wate use exceeding allocations	Florida Water has submitted permit modification. Expect permit to be issued in several weeks.
20	Letter from SJRWMD dated 5/1/02	Skycrest (5-1-02)	SJRWMD letter regarding pumping over permit limits	Excess is less than 5%
21	Letters fro Florida Water dat 3/3/04 and 3/12/04	Palm Terrace (C.L. Smith WTP) (3-12-04) and Palm Terrace (3-3-04)	Sent letters to DEP explaining compliance strategy with new 62-555 regulations. Received lette from DEP asking how Florida Water plans to comply with new rule 62-5.	No response required

Exhibit 3.9(b)
Pending or Threatened Claims Under Environmental Laws

	Item	Title	Description	Notes
22	Internal Chart	WTF CUP Allocation Compliance Report		Re: CUP Compliance
23	Internal Chart	2003 Compliance Log		Shows regulatory correspondence for 2003

EXHIBIT 3.9 (c)
Presence of Hazardous Materials

NONE

Florida Water Services
2003 Water Quality Report
BEECHER'S POINT

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the distribution system serving Beecher's Point. We purchase water from the Town of Welaka. The water source is groundwater from the Floridan Aquifer and is aerated and chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Beecher's Point area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Beecher's Point - PWS ID # 2540070****. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Inorganic Contaminants – Town of Welaka Distribution System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Antimony (ppb)	06/03	N	3.0	N/A	6	6	Discharge from petroleum refineries; fire retardants; ceramics; electronics; solder
Sodium (ppm)	06/03	N	48.2	N/A	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water) – Beecher's Point Distribution System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08/02	N	0.265	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08/02	N	1.95	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

The Town of Welaka failed to complete the Certification of Delivery of Consumer Confidence Report form in 2003. The form is required by FDEP.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
CARLTON VILLAGE

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Carlton Village. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Carlton Village area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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"ND" means not detected and indicates that the substance was not found by laboratory analysis.

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" means not applicable

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

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(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Carlton Village - PWS ID # 3350152.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	1.5	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	0.8	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.011	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.17	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	1.3	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	6.1	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL. (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	07/02	N	0.15	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

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Florida Water Services
2003 Water Quality Report
CHULUOTA

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Chuluota. Our water source is groundwater from the Floridan Aquifer and is aerated and chloraminated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Chuluota area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

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WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

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(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Chuluota - PWS ID # 3590186.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	03/03	N	3.3	2.0 – 3.3	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	03/03	N	2.5	1.1 - 2.5	0	5	Erosion of natural deposits

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	03/03	N	0.020	0.019 – 0.020	2	2	Discharge of drilling wastes; discharge from **metal refineries; erosion of natural deposits**
Beryllium (ppb)	03/03	N	0.17	ND - 0.17	4	4	**Discharge from metal refineries and coal-**burning factories; discharge from electrical, aerospace, and defense industries.
Cyanide (ppb)	03/03	N	79	24 – 79	200	200	**Discharge from steel/metal factories; discharge from plastic and fertilizer factories.**
Fluoride (ppm)	03/03	N	0.16	0.14 – 0.16	4	4	**Erosion of natural deposits; water additive** which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	01, 03, 06/03	N	0.15	0.024 – 0.15	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural **deposits**
Selenium (ppb)	03/03	N	2.5	ND – 2.5	50	50	**Discharge from petroleum and metal** refineries; erosion of natural deposits; discharge from mines.
Sodium (ppm)	03/03	N	73	60 – 73	N/A	160	Salt water intrusion, leaching from soil

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected	Range of Results	MCLG	MCL	Likely Source of Contamination
TTHM [Total trihalomethanes](ppb)	2001	N	26	5.6 – 66	N/A	100	By-product of drinking water disinfection

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
(ppm)							erosion of natural deposits; leaching from wood preservatives

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The Chuluota system has been monitoring for unregulated contaminants (UCs) as part of a study to help the U.S Environmental Protection Agency (EPA) determine the occurrence in drinking water of UCs and whether or not these contaminants need to be regulated. At present, no health standards (for example. Maximum contaminant levels) have been established for UCs. However, we are required to publish the analytical results of our UC monitoring in our annual water quality report. All contaminants monitored for Chuluota were reported to be below detection levels This information is available to the interested customer and can be obtained by calling your Florida Water Services Representative at 1-800-432-4501. If you would like more information on the EPA's Unregulated Contaminants Monitoring Rule, please call the Safe Drinking Water Hotline at (800) 426-4791.

Florida Water Services
2003 Water Quality Report
COVERED BRIDGE/LEISURE LAKES

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Covered Bridge/Leisure Lakes. Our water source is groundwater from the Floridan Aquifer and is aerated and chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Covered Bridge/Leisure Lakes area is not available at this time.

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WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

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Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

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Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02, 03/03	N	4.2 range (2.9 – 4.2)	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02, 03/03	N	1.6 range (1.4 - 1.6)	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Arsenic (ppb)	02/03	N	6.3	N/A	50	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium (ppm)	02/03	N	0.12	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.15	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.029	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	8.1	N/A	160	Salt water intrusion, leaching from soil

Arsenic- While your drinking water meets USEPA'S standard for arsenic, it does contain low levels of arsenic. USEPA's standard balances the current understanding of arsenic's possible health effects against the cost of removing arsenic from drinking water. USEPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

Synthetic Organic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Di(2-ethylhexyl)phthalate (ppb)	02, 03, 05, 08 10/03	N	5.9 range (ND – 5.9)	0	6	Discharge from rubber and chemical factories

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08 – 09/02	N	0.85	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08 – 09/02	N	1.1	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 03, 05, 06/03	Y	53	ND – 53	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

Total Residual Chlorine Violation –On May 20, 2003, we failed to maintain the minimum chlorine disinfectant level of 0.2 mg/l at the point of entry to the distribution system. The residual dropped to 0.09 mg/l during a peak demand time. The low residual was caused by the failure of the automatic switchover for the gas chlorine tanks. Chlorine is a water additive used to disinfect the water. Bacteriological samples collected on this day indicate the absence of coliform contamination. The chlorine equipment was repaired on May 21, 2003 and the chlorine levels were normal. Coliform bacteria were not detected in subsequent samples.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
FERN TERRACE

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Fern Terrace. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Fern Terrace area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants****, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants****, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides****, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants****, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Fern Terrace - PWS ID # 3350370. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	8.5	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	1.0	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.0080	N/A	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.14	N/A	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	01, 02, 04, 07, 10/03	N	7.2	5.4 – 7.2	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	8.2	N/A	N/A	160	Salt water intrusion, leaching from soil

***Nitrate** - Nitrate in drinking water at levels above 10 ppm is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant you should ask advice from your health care provider.*

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	07/02	N	0.15	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
FRIENDLY CENTER/EAST LAKE HARRIS

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Friendly Center/East Lake Harris. Our water is obtained from groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Friendly Center/East Lake Harris area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

*"**ND**" means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter *(pCi/L) - measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

*"**N/A**" means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Friendly Center - PWS ID # 3350426 and East Lake Harris – PWS ID # 3350322.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	1.0	0.8 – 1.0	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	0.5	0.4 – 0.5	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.0087	0.0077 – 0.0087	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Cyanide (ppb)	02/03	N	16	ND – 16	200	200	Discharge from steel/metal factories; discharge from plastic and fertilizer factories
Fluoride (ppm)	02/03	N	0.16	0.13 – 0.16	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.10	0.086 – 0.10	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	14	5.0 – 14	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water) – Friendly Center Distribution System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	06/02	N	0.50	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	06/02	N	6.1	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Lead and Copper (Tap Water) – East Lake Harris Distribution System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	06/02	N	0.42	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	06/02	N	1.8	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 04, 05/03	Y	24	ND – 24	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
GIBSONIA ESTATES

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Gibsonia Estates. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Gibsonia Estates area is not available at this time.

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"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

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Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

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(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

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Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Gibsonia Estates - PWS ID # 6530079.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	03/03	N	4.5	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	03/03	N	2.2	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Arsenic (ppb)	03/03	N	4.9	N/A	50	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium (ppm)	03/03	N	0.0041	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	03/03	N	0.32	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	03/03	N	0.027	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	03/03	N	7.4	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08/02	N	0.39	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08/02	N	6.3	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	01/03 – 12/03	Y	4.4	ND – 4.4	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

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Florida Water Services
2003 Water Quality Report
GRAND TERRACE

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Grand Terrace. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Grand Terrace area is not available at this time.

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Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

*"**N/A**" means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants***, *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants***, *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides***, *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants***, *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants***, *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Grand Terrace - PWS ID # 3354697. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	1.5	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	0.9	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	04/03	N	0.0065	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.12	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.0087	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	04/03	N	12	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	06/01	N	0.23	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 04, 05/03	Y	11	ND - 11	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
HARMONY HOMES

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Harmony Homes. The City of Altamonte Springs, through an interconnection, provides water from groundwater sources from the Floridan Aquifer and aerates and chlorinates the water for disinfection purposes. Fluoride and a corrosion control inhibitor are also added to the water. Additionally, water is obtained from our own groundwater sources from the Floridan Aquifer, is chlorinated for disinfection purposes and a corrosion control chemical is added. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Harmony Homes area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants****, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants****, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides****, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants****, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Harmony Homes - PWS ID # 3590497****. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	03/03	N	2.9	N/A	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	03/03	N	0.3	N/A	0	5	Erosion of natural deposits

Alpha emitters (pCi/l)	03/02	N	1.4	ND – 1.4	0	15	Erosion of natural deposits

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.) (Harmony Homes)	MCL Violation Y/N	Level Detected* (Harmony Homes)	Level Detected* (Altamonte Springs) (03/02)	Range of Results (Altamonte Springs) (03/02)	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	03/03	N	0.0048	0.0111	0.0067 – 0.0111	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Cadmium (ppb)	03/03	N	N/A	0.14	0.05 – 0.14	5	5	Corrosion of galvanized pipes; erosion of natural deposits; discharge from metal refineries; runoff from waste batteries and paints
Fluoride (ppm)	03/03	N	0.20	0.999	0.139 – 0.999	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	03/03	N	0.26 range (0.0092 – 0.26)	0.23 (03/03)	0.16 – 0.23 (03/03)	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	03/03	N	16	4.66	4.4 – 4.66	N/A	160	Salt water intrusion, leaching from soil

Stage 1 Disinfectant/Disinfection By-Product (D/DBP) Parameters – Altamonte Springs Distribution System

The result in the Level Detected column for TTHMs is the highest of the four quarterly running annual averages of results from all sampling sites.

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected	Range of Results	MCLG	MCL	Likely Source of Contamination
TTHM [Total trihalomethanes] (ppb)	01/03 – 12/03	N	31 (annual average)	23 – 37	N/A	100	By-product of drinking water disinfection

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	07/02	N	0.29	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	03, 06 09, 10/03	Y	15	ND – 15	3	Naturally occurring organics

Odor (threshold odor number)	03, 04, 11/02	Y	8	ND - 8	3	Naturally occurring organics

Odor Violation Harmony Homes System – As seen in the table, the Harmony Homes system exceeded the odor MCL. There are no serious health concerns associated with these results. The highest result was due to chlorine in the sample. Chlorine is the chemical we use as our primary disinfectant. Two samples exceeded the MCL in March. After March, additional samples were collected with results below the MCL.

Odor Violation Altamonte Springs system – As seen in the table, the Altamonte Springs system exceeded the odor MCL for the initial samples collected in March 2002. There are no serious health concerns associated with these results. Subsequent retesting in April and November 2002 resulted in satisfactory results for odor.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
HERMIT'S COVE/ST. JOHNS HIGHLANDS

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Hermit's Cove/St. Johns Highlands. Our water source is groundwater from the Floridan Aquifer and is aerated and chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Hermit's Cove/St. Johns Highlands area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

*"**ND**" means not detected and indicates that the substance was not found by laboratory analysis*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

*"**N/A**" means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Hermit's Cove - PWS ID # 2540482 and St. Johns Highlands – PWS ID # 2540489. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	3.4	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	1.4	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.014	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.25	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.10	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	82	N/A	160	Salt water intrusion, leaching from soil

Synthetic Organic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Di(2-ethylhexyl)phthalate (ppb)	02, 04/03	N	2.3 range (ND-2.3)	0	6	Discharge from rubber and chemical factories

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08, 09/02	N	0.11	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08, 09/02	N	1.5	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	MCL	Likely Source of Contamination
Odor (threshold odor number)	03, 04/03	Y	6.0 range (2.0 – 6.0)	3	Naturally occurring organics
Total Dissolved Solids (ppm)	02, 04/03	Y	660 range (570-660)	500	Natural occurrence from soil leaching

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

Total Dissolved Solids Violation – As seen in the table, we exceeded the Total Dissolved Solids MCL. There are no serious health concerns associated with these results.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
HOBBY HILLS

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Hobby Hills. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Hobby Hills area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Hobby Hills - PWS ID # 3350544.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	2.6	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	0.5	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.012	N/A	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.13	N/A	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	01, 02, 04, 07/03	N	4.9	4.2 - 4.9	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	8.4	N/A	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	09/02	N	0.08	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	09/02	N	4.1	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
HOLIDAY HAVEN

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water distribution system serving Holiday Haven. Water service is provided through an interconnection with the St. Johns River Utility, Inc. using groundwater from the Floridan Aquifer and is filtered for iron removal and then chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Holiday Haven area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" means not detected and indicates that the substance was not found by laboratory analysis.

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *-- one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter *(pCi/L) - measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" means not applicable

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants****, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants****, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides****, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants****, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Imperial Terrace - PWS ID # 350584. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

Microbiological Contaminants –

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Monthly Number of Positive Samples	MCLG	MCL	Likely Source of Contamination
Total Coliform Bacteria	01 –12/03	Y	2 10/03	0	For systems collecting fewer than 40 samples per month: presence of coliform bacteria in 1 or more samples collected during a month.	Naturally present in the environment

Total Coliform Bacteria- As you can see from the Table, we were in violation of the Total Coliform MCL. Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially-harmful, bacteria may be present. Coliforms were found in more samples than allowed and this was a warning of potential problems. The Total Coliform Rule requires water systems to meet a stricter limit for coliform bacteria. Coliform bacteria are usually harmless, but their presence in water can be an indication of disease-causing bacteria. When coliform bacteria are found, special follow-up tests are done to determine if harmful bacteria are present in the water supply. If the harmful bacteria are present, the water supplier must notify the public by newspaper, television or radio. On October 2, 2003, two samples from the distribution system tested positive for total coliform. Follow-up tests did not indicate the presence of harmful bacteria. Due to the MCL violation, the public was notified by newspaper (The Daily Commercial) on December 12, 2003. Repeat samples in October were free of coliform bacteria.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	1.7	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	0.9	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	04/03	N	0.011	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.19	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Sodium (ppm)	04/03	N	7.1	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	06/02	N	0.15	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	06/02	N	1.7	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 04, 05/03	Y	7	ND - 7	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

Florida Water Services
2003 Water Quality Report
IMPERIAL TERRACE

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Imperial Terrace. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Imperial Terrace area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" means not applicable

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Imperial Terrace - PWS ID # 350584. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

Microbiological Contaminants –

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Monthly Number of Positive Samples	MCLG	MCL	Likely Source of Contamination
Total Coliform Bacteria	01 –12/03	Y	2 10/03	0	For systems collecting fewer than 40 samples per month: presence of coliform bacteria in 1 or more samples collected during a month.	Naturally present in the environment

Total Coliform Bacteria- As you can see from the Table, we were in violation of the Total Coliform MCL. Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially-harmful, bacteria may be present. Coliforms were found in more samples than allowed and this was a warning of potential problems. The Total Coliform Rule requires water systems to meet a stricter limit for coliform bacteria. Coliform bacteria are usually harmless, but their presence in water can be an indication of disease-causing bacteria. When coliform bacteria are found, special follow-up tests are done to determine if harmful bacteria are present in the water supply. If the harmful bacteria are present, the water supplier must notify the public by newspaper, television or radio. On October 2, 2003, two samples from the distribution system tested positive for total coliform. Follow-up tests did not indicate the presence of harmful bacteria. Due to the MCL violation, the public was notified by newspaper (The Daily Commercial) on December 12, 2003. Repeat samples in October were free of coliform bacteria.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	1.7	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	0.9	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	04/03	N	0.011	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.19	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Sodium (ppm)	04/03	N	7.1	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	06/02	N	0.15	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	06/02	N	1.7	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 04, 05/03	Y	7	ND - 7	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE** DRINKING WATER HOTLINE (1-800-426-4791).

Florida Water Services
2003 Water Quality Report
INTERLACHEN LAKE ESTATES/PARK MANOR

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Florida Water Services operates the water treatment and distribution system serving Interlachen Lake Estates/Park Manor. Our water source is groundwater from the Floridan Aquifer and is aerated and chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Interlachen Lake Estates/Park Manor area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

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In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Interlachen Lake Estates / Park Manor - PWS ID # 2540545****. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Radium 226 or combined radium (pCi/l)	03/03	N	0.7	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	03/03	N	0.0038	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	03/03	N	0.16	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	03/03	N	0.012	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	03/03	N	7.2	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08 – 09/02	N	0.04	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
JUNGLE DEN

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the distribution system serving Jungle Den. Water is purchased through an interconnection with the St. Johns River Utility, Inc. (PWS ID# 3350044) using groundwater from three wells in the Floridan Aquifer. The water treatment process includes aeration, iron removal, corrosion control, and disinfection using free chlorine. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Jungle Den area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" means not applicable

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants****, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants****, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides****, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants****, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Jungle Den - PWS ID # 3644127. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

* Results in the Level Detected column for inorganic contaminants, are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Inorganic Contaminants – St. Johns River Utility, Inc.

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Fluoride (ppm)	02/03	N	0.12	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories

Lead and Copper (Tap Water) – Jungle Den Distribution System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	06/03	N	0.6	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	06/03	N	5.5	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).

Florida Water Services
2003 Water Quality Report
KINGSWOOD MANOR

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water distribution system serving Kingswood Manor. Water service is provided through an interconnection with Brevard County Utilities using groundwater from the Floridan Aquifer and is lime softened, chloraminated for disinfection purposes and a corrosion inhibitor is added. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Kingswood Manor area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" means not detected and indicates that the substance was not found by laboratory analysis.

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" means not applicable

Million fibers per liter (MFL) *- measure of the presence of asbestos fibers that are longer than 10 micrometers.*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants****, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants****, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

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(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Kingswood Manor - PWS ID # 3054101****. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Monthly Number of Positive Samples	MCLG	MCL	Likely Source of Contamination
Total Coliform Bacteria	01 – 12/03	N	1 04/03	0	For systems collecting fewer than 40 samples per month: presence of coliform bacteria in 1 or more samples collected during a month.	Naturally present in the environment

Monitoring Violation- We failed to collect a repeat sample from the sampling tap where the original total-coliform positive was taken on April 2, 2003; however, we collected repeat samples both upstream and downstream of the sampling tap on April 4 and April 5, 2003. Total coliforms were absent in all of the repeat samples. We do not believe that your health was at risk during this period.

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	10/02	N	1.4	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	10/02	N	0.2	0	5	Erosion of natural deposits

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Asbestos (MFL)	10/02				7	7	Decay of asbestos cement water mains; erosion of natural deposits
Fluoride (ppm)	10/02	N	1.3	N/A	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	06/03	N	0.28	N/A	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Nitrite (as Nitrogen) (ppm)	06/03	N	0.42	N/A	1	1	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	10/02	N	21	N/A	N/A	160	Salt water intrusion, leaching from soil

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	09/01	N	0.036	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
LAKE GIBSON ESTATES

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded minimum detection limits are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Lake Gibson Estates. Our water source is groundwater from two wells in the Floridan Aquifer. The groundwater is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Lake Gibson Estates area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" means not detected and indicates that the substance was not found by laboratory analysis

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of contaminant to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of contaminant to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" means not applicable

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants****, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants****, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

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(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

*Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for **Lake Gibson - PWS ID # 6532347**. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	03/03	N	2.5	2.4 – 2.5	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	03/03	N	1.0	0.2 – 1.0	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Arsenic (ppb)	03/03	N	6.3	ND – 6.3	N/A	50	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium (ppm)	03/03	N	0.0033	0.0031 – 0.0033	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	03/03	N	0.35	0.28 – 0.35	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	03/03	N	0.93	0.026 – 0.93	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	03/03	N	76	4.8 - 76	N/A	160	Salt water intrusion, leaching from soil

Arsenic - "While your drinking water meets USEPA's standard for arsenic, it does contain low levels of arsenic. USEPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. USEPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems."

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08/02	N	0.46	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08/02	N	1.8	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Please note that for Lake Gibson Well No. 1, the lab analysis conducted in March 2003 for the majority of the inorganic and secondary contaminants was performed on unpreserved or improperly preserved samples. The contaminants will be re-sampled in 2004.

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Florida Water Services
2003 Water Quality Report
MORNINGVIEW

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Morningview. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Morningview area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

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Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Morningview - PWS ID # 3350852****. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

Microbiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Monthly Number of Positive Samples	MCLG	MCL	Likely Source of Contamination
Total Coliform Bacteria	01 –12/03	N	1 07/03	0	For systems collecting fewer than 40 samples per month: presence of coliform bacteria in 1 or more samples collected during a month.	Naturally present in the environment

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	1.8	0	15	Erosion of natural deposits
Radium 226 or combined radium	02/03	N	1.0	0	5	Erosion of natural deposits

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.0084	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.12	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02, 07/03	N	0.021 range (ND – 0.021)	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	7.3	N/A	160	Salt water intrusion, leaching from soil

Volatile Organic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Xylenes (ppm)	02, 04, 06, 07, 10/03	N	0.00063	ND – 0.00063	10	10	Discharge from petroleum factories; discharge from chemical factories

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	07/02	N	0.4	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	07/02	N	1.2	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 04, 05/03	Y	18	ND – 18	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy,**

persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).

Florida Water Services
2003 Water Quality Report
OAKWOOD MANOR

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If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

Million fibers per liter (MFL) *- measure of the presence of asbestos fibers that are longer than 10 micrometers.*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Oakwood Manor - PWS ID # 3054100.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

Microbiological Contaminants – Oakwood Manor System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Monthly Number of Positive Samples	MCLG	MCL	Likely Source of Contamination
Total Coliform Bacteria	01 – 12/03	N	1 08/03	0	For systems collecting fewer than 40 samples per month: presence of coliform bacteria in 1 or more samples collected during a month.	Naturally present in the environment

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants – Brevard County System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	10/02	N	1.4	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	10/02	N	0.2	0	5	Erosion of natural deposits

Inorganic Contaminants – Brevard County System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Asbestos (MFL)	10/02	N	0.8	N/A	7	7	Decay of asbestos cement water mains; erosion of natural deposits
Fluoride (ppm)	10/02	N	1.3	N/A	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	06/03	N	0.28	N/A	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Nitrite (as Nitrogen) (ppm)	06/03	N	0.42	N/A	1	1	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	10/02	N	21	N/A	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water) – Oakwood Manor System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	09/01	N	0.12	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	09/01	N	1.5	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
ORANGE HILL/SUGAR CREEK

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Orange Hill/Sugar Creek. Our water source is groundwater from two Floridan Aquifer wells located at separate plant sites. The groundwater is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Orange Hill/Sugar Creek area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

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Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" means not applicable

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants***, *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants***, *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides***, *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants***, *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants***, *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

*Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for **Orange Hill / Sugar Creek - PWS ID # 6531305**. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	03/03	N	5.9	4.0 – 5.9	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	03/03	N	2.2	1.5 – 2.2	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	03/03	N	0.015	0.010 – 0.015	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	03/03	N	0.22	0.21 – 0.22	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	03/03	N	1.8	0.11 – 1.8	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposi**
Sodium (ppm)	03/03	N	14	13 – 14	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08/02	N	0.5	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08/02	N	2.5	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	03/03	Y	26	1.0 – 26	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

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Florida Water Services
2003 Water Quality Report
PALM PORT

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Florida Water Services operates the water treatment and distribution system serving Palm Port. Our water source is groundwater from the Floridan Aquifer and is aerated and chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Palm Port area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

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Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Palm Port - PWS ID # 2540865. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	03/03	N	1.4	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	03/03	N	1.0	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	03/03	N	0.015	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	03/03	N	0.29	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	03/03	N	0.061	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	03/03	N	57	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	09/01	N	0.55	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	09/01	N	8.0	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
PALMS MOBILE HOME PARK

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Florida Water Services operates the water treatment and distribution system serving Palms Mobile Home Park. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Palms Mobile Home Park area is not available at this time.

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Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

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WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

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Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

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Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	1.7	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	0.9	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Antimony (ppb)	2/03	N	5.9	6	6	Discharge from petroleum refineries; fire retardants; ceramics; electronics; solder
Barium (ppm)	02/03	N	0.0070	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.10	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Lead (point of entry) (ppb)	02/03	N	1.4	N/A	15	Residue from man-made pollution such as auto emissions and paint; lead pipe, casing, and solder
Nitrate (as Nitrogen) (ppm)	02/03	N	1.3	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
[redacted]	02/03	N	20	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08 – 09/02	N	0.40	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08 – 09/02	N	4.9	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
PALM TERRACE / C.L. SMITH

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Palm Terrace/C.L. Smith. The water is obtained from groundwater sources in the Floridan Aquifer and is chlorinated for disinfection purposes. We also purchase water through interconnections with Pasco County to serve Palm Terrace. The West Pasco County water consists of a blend of groundwater from the Floridan Aquifer and surface water provided by the Tampa Bay Water Authority. For more information or questions concerning Tampa Bay's water quality to the West Pasco water system, please call (813) 910-3297. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Palm Terrace/C.L. Smith area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants****, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants****, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides****, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants****, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES

AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Palm Terrace (El Nar) - PWS ID # 6511331 and C.L. Smith – PWS ID # 6511330.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

Microbiological Contaminants – Palm Terrace

Measurement	sampling (mo./yr.)	Violation Y/N	Monthly Number of Positive Samples	MCLG	MCL	Likely Source of Contamination
Total Coliform Bacteria	01 - 12/03		11/03	0	For systems collecting fewer than 40 samples per month: presence of coliform bacteria in 1 or more samples collected during a month.	Naturally present in the environment

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Monthly Number of Positive Samples	MCLG	MCL	Likely Source of Contamination
Total Coliform Bacteria	2/03 9/03 10/03 12/03	N N N N	1 1 1 3	0	For systems collecting at least 40 samples per month: presence of coliform bacteria in 5% or more of monthly samples.	Naturally present in the environment

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants – Palm Terrace / C.L. Smith

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	03/03	N	2.0	N/A	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	03/03	N	1.0	N/A	0	5	Erosion of natural deposits

Radiological Contaminants – West Pasco County

Alpha emitters (pCi/l)	***2003	N	13.8	ND – 13.8	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	***2003	N	2.8	ND – 2.8	0	5	Erosion of natural deposits

ontaminant and nit of leasurement	Dates of sampling (mo./yr.) (FWS)	MCL Violation Y/N	Level Detected* (FWS)	Level Detected* (West Pasco Co.) (**03/03)	Range of Results (West Pasco Co.)	MCLG	MCL	Likely Source of Contamination
rsenic (ppb)	03/03	N	ND	9.46	N/A	N/A	50	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
arium (ppm)	03/03	N	0.011	0.062	N/A	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
luoride (ppm)	03/03	N	0.23	ND	N/A	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Lead (ppb) point of entry	03/03	N	ND	7.07	N/A	N/A	15	Residue from manmade pollution such as auto emissions and paint; lead pipe, casing, and solder
Nickel (ppb)	03/03	N	ND	3.62	N/A	N/A	100	Pollution from mining and refining operations. Natural occurrence in soil.
Nitrate (as Nitrogen) (ppm)	03/03	N	5.4 Quarterly 2003 (0.021 – 5.4)	ND	N/A	10	10	**Runoff from fertilizer use; leaching** from septic tanks, sewage; erosion of natural deposits
Nitrate (as Nitrogen) (ppm)	***2003	N	ND	7.14 (annual average-Moog Rd. Well)	5.90 – 7.66	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits

Nitrate (as Nitrogen) (ppm)	***2003	N	ND	6.31 (annual average-Tilson Well)	5.12 – 6.99	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	03/03	N	30	6.08	N/A	N/A	160	Salt water intrusion, leaching from soil

***** Samples collected more than one time during the year 2003.**

West Pasco County System and C.L. Smith System

Nitrate *- Nitrate in drinking water at levels above 10 ppm is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant you should ask advice from your health care provider.*

West Pasco County System

Arsenic *- While your drinking water meets USEPA's standard for arsenic, it does contain low levels of arsenic. USEPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. USEPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.*

Stage 1 Disinfectant/Disinfection By-Product (D/DBP) Parameters – CL Smith System

The result in the Level Detected column for TTHMs is the highest of the four quarterly running annual averages of results from all sampling sites.

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected	Range of Results	MCLG	MCL	Likely Source of Contamination
TTHM [Total trihalomethanes] (ppb)	03/03	N	6.2	N/A	N/A	100	By-product of drinking water disinfection

Stage 1 Disinfectant/Disinfection By-Product (D/DBP) Parameters – West Pasco County System

Note: The result in the Level Detected column for TTHMs is the highest of the four quarterly running annual averages of results from all sampling sites.

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected	Range of Results	MCLG	MCL	Likely Source of Contamination
TTHM [Total trihalomethanes] (ppb)	***2003	N	60.31 (annual	2.63 - 120	N/A	80/100	By-product of drinking water disinfection

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	07, 08/03	Y	1.6	3	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	07, 08/03	N	4.6	1	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	03, 04/03 07, 08/03	Y N	1.8 0.94	8 1	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	03, 04/03 07, 08/03	N N	4.2 14	0 2	0	15	Corrosion of household plumbing systems, erosion of natural deposits

COPPER - As you can see from the Table, the copper value for the Tap Water Lead and Copper Monitoring Program was in violation of the AL. Eleven locations from the distribution system had copper concentrations greater than 1.3 ppm. These samples were collected under the worst case situation. Customers were asked to sample their water at the kitchen or bathroom sink after the water in the house had not been used for a minimum of 6 hours. This usually meant they would collect our sample the very first thing in the morning. Copper is an essential nutrient, but some people who drink water containing copper in excess of the action level over a relatively short amount of time could experience gastrointestinal distress. Some people who drink water containing copper in excess of the action level over many years could suffer liver or kidney damage. People with Wilson's disease should consult their personal doctor. Florida Water Services is currently working with both the Pasco County Water system and the state Department of Environmental Protection to reduce the copper levels in the Palm Terrace distribution system.

LEAD – Infants and young children are typically more vulnerable to lead in drinking water than the general population. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your home's plumbing. If you are concerned about elevated lead levels in your home's water, you may wish to have your water tested and flush your tap for 30 seconds to 2 minutes before using tap water. Additional information is available from the Safe Drinking Water Hotline (1-800-426-4791).

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	03/03	Y	7.6	(ND - 7.6)	3	Naturally occurring organics

Florida Water Services
2003 Water Quality Report
PICCIOLA ISLAND

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Picciola Island. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Picciola Island area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter *(pCi/L) - measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants****, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

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(C) ***Pesticides and herbicides****, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants****, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Picciola Island - PWS ID # 3351009. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	0.5	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	0.7	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.0074	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.15	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	1.5	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	5.8	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	06/02	N	0.15	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	06/02	N	1.9	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
PINEY WOODS/SPRING LAKE

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Florida Water Services operates the water treatment and distribution system serving Piney Woods/Spring Lake. Our water source is groundwater from the Floridan Aquifer and is aerated and chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Piney Woods/Spring Lake area is not available at this time.

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(D) ***Organic chemical contaminants****, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

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Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

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* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	2.7	1.3 – 2.7	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	1.3	0.3 – 1.3	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Arsenic (ppb)	02/03	N	3.5	ND – 3.5	N/A	50	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium (ppm)	02/03	N	0.013	0.013	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.17	0.16 – 0.17	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.38	0.19 – 0.38	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	14	14	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	07 –09/02	N	0.44	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 04, 05/03	Y	7.1	ND – 7.1	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
POMONA PARK

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Pomona Park. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Pomona Park area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Pomona Park - PWS ID # 2540905. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	0.8	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	0.7	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.0070	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.095	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.31	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	8.7	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08/02	N	0.37	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08/02	N	1.3	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	03, 04/03	Y	5.2	1.0 – 5.2	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
QUAIL RIDGE

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Quail Ridge. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Quail Ridge area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter *(pCi/L) - measure of the radioactivity in water.*

Action Level *(AL): The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants****, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants****, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides****, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

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(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Quail Ridge - PWS ID # 3354867.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	0.8	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	1.0	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.0084	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.19	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.048	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	8.8	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	06/02	N	0.058	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	06/02	N	1.2	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 04, 05/03	Y	4.1	ND - 4.1	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
RIVER GROVE

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving River Grove. Our water source is groundwater from the Floridan Aquifer and is aerated and chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the River Grove area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

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Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants****, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants****, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides****, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

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(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for River Grove - PWS ID # 2540959. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

Microbiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Monthly Number of Positive Samples	MCLG	MCL	Likely Source of Contamination
Total Coliform Bacteria	01 –12/03	N	1 10/03	0	For systems collecting fewer than 40 samples per month: presence of coliform bacteria in 1 or more samples collected during a month.	Naturally present in the environment

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	0.7	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	1.1	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.019	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.21	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.16	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	77	N/A	160	Salt water intrusion, leaching from soil

Volatile Organic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Trichloroethylene (ppb)	02, 04/03	N	0.57 range (0.36 – 0.57)	0	3	Discharge from rubber and chemical factories

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	09/01	N	0.22	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 03/03	Y	4.2	2.6 – 4.2	3	Naturally occurring organics
Total Dissolved Solids (ppm)	02, 04/03	Y	640	560 - 640	500	Natural occurrence from soil leaching

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

Total Dissolved Solids Violation – As seen in the table, we exceeded the Total Dissolved Solids MCL. There are no serious health concerns associated with these results.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
SARATOGA HARBOUR

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Saratoga Harbour. Our water source is groundwater from the Floridan Aquifer and is aerated and chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Saratoga Harbour area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" means not applicable

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

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Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Saratoga Harbour - PWS ID # 2541008.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Radium 226 or combined radium (pCi/l)	03/03	N	0.4	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	03/03	N	0.0038	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	03/03	N	0.43	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	03/03	N	0.068	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	03/03	N	57	N/A	160	Salt water intrusion, leaching from soil

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	09/01	N	0.16	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	09/01	N	3.2	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
SILVER LAKE ESTATES/WESTERN SHORES

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Silver Lake Estates/Western Shores. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Silver Lake Estates/Western Shores area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES

AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

*Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for **Silver Lake Estates - PWS ID # 3351182 and Western Shores – PWS ID # 3351484.** The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	MCL Violation Y/N	Level Detected* Silver Lake Est.	Level Detected* Western Shores (04/03)	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	N	1.4 (03/02)	1.3	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	N	1.8 (10/03)	0.9	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	MCL Violation Y/N	Level Detected* Silver Lake Est. (03/02)	Level Detected* Western Shores (04/03)	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	N	0.012	0.011	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	N	0.062	0.15	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Mercury (inorganic) (ppb)	N	0.2	N/A	2	2	Erosion of natural deposits; discharge from refineries and factories; runoff from landfills; runoff from cropland
Nitrate (as Nitrogen) (ppm)	N	1.7 (10/03)	0.10	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	N	6.0	3.8	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water) – Silver Lakes Estates

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08/02	N	0.54	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08/02	N	3.3	1	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Lead and Copper (Tap Water) – Western Shores

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	07 – 09/02	N	0.38	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	07 – 09/02	N	13	1	0	15	Corrosion of household plumbing systems, erosion of natural deposits

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
SILVER LAKE OAKS

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Silver Lake Oaks. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Silver Lake Oaks area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants***, *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants***, *such as salts and metals, which can be naturally-occuring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides***, *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants***, *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants***, *which can be naturally occuring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Silver Lake Oaks - PWS ID # 2544258. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

Microbiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Monthly Number of Positive Samples	MCLG	MCL	Likely Source of Contamination
Total Coliform Bacteria	01 – 12/03	N	1 10/03	0	For systems collecting fewer than 40 samples per month: presence of coliform bacteria in 1 or more samples collected during a month.	Naturally present in the environment

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Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	03/03	N	0.7	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	03/03	N	1.6	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	03/03	N	0.010	N/A	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	03/03	N	0.24	N/A	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Lead (point of entry) (ppb)	03, 06/03	N	4.4	ND – 4.4	N/A	15	Residue from man-made pollution such as auto emissions and paint; lead pipe, casing, and solder
Nitrate (as Nitrogen) (ppm)	03, 10/03	N	0.14	0.13 – 0.14	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	03/03	N	86	N/A	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08 – 09/02	N	0.16	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08 – 09/02	N	5.9	1	0	15	Corrosion of household plumbing systems, erosion of natural deposits

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
SKYCREST

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Skycrest. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Skycrest area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

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(B) ***Inorganic contaminants****, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides****, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants****, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

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Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Skycrest - PWS ID # 3351205. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	3.4	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	1.3	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.020	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.18	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.026	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	6.7	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	06/02	N	0.17	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	06/02	N	4.1	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 04, 05/03	Y	12	ND - 12	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

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Florida Water Services
2003 Water Quality Report
STONE MOUNTAIN

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Florida Water Services operates the water treatment and distribution system serving Stone Mountain. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Stone Mountain area is not available at this time.

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Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Stone Mountain - PWS ID # 3351282.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	2.2	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	1.0	0	5	Erosion of natural deposits

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.0087	N/A	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.16	N/A	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	01, 02, 04, 07, 10/03	N	6.9	0.052 – 6.9	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	9.3	N/A	N/A	160	Salt water intrusion, leaching from soil

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	07/02	N	0.59	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 04, 05/03	Y	32	ND – 32	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
SUNNY HILLS

This report shows our water quality results and what they mean. We are pleased to report that our drinking water meets all federal and state requirements. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Sunny Hills. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Sunny Hills area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact Florida Water Services' Customer Services Supervisor at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occuring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occuring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	10/03	N	1.3	0.5 – 1.3	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	07/03	N	0.2	ND – 0.2	0	5	Erosion of natural deposits

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	05/03	N	0.020	0.015 - 0.020	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	05/03	N	0.14	0.085 – 0.14	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	05/03	N	0.033	0.010 – 0.033	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposit
Sodium (ppm)	05/03	N	4.7	3.0 – 4.7	N/A	160	Salt water intrusion, leaching from soil

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Di(2-ethylhexyl)phthalate (ppb)	05, 06, 07, 12/03	N	4.5 (average)	ND – 4.5	0	6	Discharge from rubber and chemical factories

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08/02	N	0.119	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08/02	N	4.0	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).

Florida Water Services
2003 Water Quality Report
TANGERINE

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Tangerine. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Tangerine area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter *(pCi/L) - measure of the radioactivity in water.*

Action Level *(AL): The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants****, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants****, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides****, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants****, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Tangerine - PWS ID # 3481329. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	1.4	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	2.3	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.022	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.20	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.019	10	10	Runoff from fertilizer use; leaching from septic tanks, ..wage; erosion of natural deposits
Sodium (ppm)	02/03	N	19	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08/02	N	0.42	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08/02	N	4.8	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 04, 05/03	Y	17	ND - 17	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
TOMOKA VIEW/TWIN RIVERS

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Twin Rivers/Tomoka View. Our water source is groundwater from the Floridan Aquifer and is aerated. The Twin Rivers system adds chlorine and ammonia (chloramines) to the water for disinfection purposes and to control disinfection byproduct formation. The Tomoka View system adds chlorine for disinfection purposes; and both systems add a small amount of blended phosphate for corrosion control purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Twin Rivers/Tomoka View area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" means not applicable

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

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(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

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Florida Water SERVICES

AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Tomoka View - PWS ID # 3641373 and Twin Rivers – PWS # 3641399. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants – Tomoka View System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	03/03	N	1.4	N/A	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	03/03	N	1.0	N/A	0	5	Erosion of natural deposits

Radiological Contaminants – Twin Rivers System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	03/03	N	5.5	N/A	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	03/03	N	1.2	N/A	0	5	Erosion of natural deposits

Inorganic Contaminants – Tomoka View System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	03/03	N	0.011	N/A	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	03/03	N	0.17	N/A	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	03/03	N	0.026	N/A	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	03/03	N	64	N/A	N/A	160	Salt water intrusion, leaching from soil

Inorganic Contaminants – Twin Rivers System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	03/03	N	0.021	N/A	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	03/03	N	0.17	N/A	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	03/03	N	0.032	N/A	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	03/03	N	45	N/A	N/A	160	Salt water intrusion, leaching from soil

Stage 1 Disinfectant/Disinfection By-Product (D/DBP) Parameters – Twin Rivers System

Distribution System Samples before and after changing disinfection practices.

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Level Detected	Range of Results	MCLG	MCL	Likely Source of Contamination
TTHM [Total trihalomethanes] (ppb) before	06/03	Y	170	N/A	N/A	100	By-product of drinking water disinfection
TTHM [Total trihalomethanes] (ppb) after	07/03, 10/03	N	29	25 - 29	N/A	100	By-product of drinking water disinfection

TTHMs [Total Trihalomethanes] Violation – We exceeded the MCL for total trihalomethanes for our Twin Rivers system in June 2003. Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous systems, and may have an increased risk of getting cancer. If the MCL is exceeded, a person has a one-in-a-million chance of experiencing the listed health effect. The disinfection method for the Twin Rivers system was changed to chloramination on June 23, 2003 in order to reduce TTHMs. There was no MCL exceedance of TTHMs after changing disinfection practices.

Lead and Copper (Tap Water) – Tomoka View System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	05/03	N	1.3	1	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Copper (tap water) (ppm)	10/03	N	1.1	1	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	5/03	N	2.8	1	0	15	Corrosion of household plumbing systems, erosion of natural deposits
Lead (tap water) (ppb)	10/03	N	2.7	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	05/03	N	1.2	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	05/03	N	4.1	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	03/03	Y	4.0	2.4 – 4.0	3	Naturally occurring organics
Total Dissolved Solids (ppm)	03/03	Y	520	N/A	500	Natural occurrence from soil leeching

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

Total Dissolved Solids Violation – As seen in the table, we exceeded the Total Dissolved Solids MCL. There are no serious health concerns associated with these results.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).

Florida Water Services
2003 Water Quality Report
VALENCIA TERRACE

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Valencia Terrace. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Valencia Terrace area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" means not detected and indicates that the substance was not found by laboratory analysis.

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" means not applicable

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occuring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Valencia Terrace - PWS ID # 3351421.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	3.3	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	2.1	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.018	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.14	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.45	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	5.4	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08 – 09/02	N	0.13	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02/, 04, 05/03	Y	14	ND – 14	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. The highest result was due to chlorine in the sample. Chlorine is the chemical we use as our primary disinfectant. Two samples exceeded the MCL in February. After February, additional samples were collected with results below the MCL.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
VENETIAN VILLAGE

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Venetian Village. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Venetian Village area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants****, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants****, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides****, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants****, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants****, which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Venetian Village - PWS ID # 3351426.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	3.0	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	2.0	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.020	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.13	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.018	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	12	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	07/02	N	0.62	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	07/02	N	3.7	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	02, 04, 05/03	Y	18	ND – 18	3	Naturally occurring organics

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
WELAKA MOBILE HOME PARK

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Welaka Mobile Home Park. Our water source is groundwater from the Floridan Aquifer and is chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Welaka Mobile Home Park area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" *means not detected and indicates that the substance was not found by laboratory analysis.*

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" *means not applicable*

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for ***Welaka - PWS ID # 2541242.*** *The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.*

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	0.3	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	0.2	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.0024	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	02/03	N	0.14	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Lead (ppb)	02/03	N	2.7	N/A	15	Residue from manmade pollution such as auto emissions and paint; lead pipe, casing, and solder
Nitrate (as Nitrogen) (ppm)	02/03	N	0.24	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	02/03	N	5.7	N/A	160	Salt water intrusion, leaching from soil

Synthetic Organic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Di(2-ethylhexyl)phthalate (ppb)	02, 04/03	N	3.2	ND - 3.2	0	6	Discharge from rubber and chemical factories

Volatile Organic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contamination
Trichloroethylene (ppb)	02, 04/03	N	0.42	ND – 0.42	0	3	Discharge from metal degreasing sites and other factories

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08/02	N	0.017	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
WOOTENS

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Wootens. Our water source is groundwater from the Floridan Aquifer and is aerated and chlorinated for disinfection purposes. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Wootens area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

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Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" means not detected and indicates that the substance was not found by laboratory analysis.

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" means not applicable

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.**

Florida Water SERVICES
AN ALLETE COMPANY

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Wootens - PWS ID # 2541280. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	1.2	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	0.4	0	5	Erosion of natural deposits

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Barium (ppm)	02/03	N	0.011	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Beryllium (ppb)	02/03	N	0.16	4	4	Discharge from metal refineries and coal-burning factories; discharge from electrical, aerospace, and defense industries
Fluoride (ppm)	02/03	N	0.24	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate (as Nitrogen) (ppm)	02/03	N	0.41	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	04/00	N	82	N/A	160	Salt water intrusion, leaching from soil

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08/01	N	0.83	1	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	08/01	N	3.5	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Secondary Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCL	Likely Source of Contamination
Odor (threshold odor number)	03, 04/03	Y	4.0	1.0 – 4.0	3	Naturally occurring organics
Total Dissolved Solids (ppm)	02, 04/03	Y	520	510 – 520	500**	Natural occurrence from soil leaching
** Note: TDS may be greater than 500, if no other MCL is exceeded.						

Odor Violation – As seen in the table, we exceeded the odor MCL. There are no serious health concerns associated with these results. Additional samples were collected with results below the MCL.

Total Dissolved Solids Violation – As seen in the table, we exceeded the Total Dissolved Solids MCL. There are no serious health concerns associated with these results.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Florida Water Services
2003 Water Quality Report
ZEPHYR SHORES/AMERICAN CONDOMINIUMS

This report shows our water quality results and what they mean. It also provides important information about your water and how it relates to your health. The information in this report is based primarily on 2003 facts and figures. However, the U.S. Environmental Protection Agency (EPA) does not require us to perform all tests every year. When necessary, some data was obtained from prior years. As directed by the agencies that regulate our industry, only values from these tests that exceeded specified criteria are included. We will notify you immediately if there is any reason for concern about our water.

Florida Water Services operates the water treatment and distribution system serving Zephyr Shores and American Condominiums. Our water source is groundwater from the Floridan Aquifer. The groundwater is chlorinated for disinfection purposes. There is also an interconnection with Pasco County if additional treated water is needed to serve the community. In 2003, no significant quantity of water was purchased from Pasco County for these systems.

Pasco County Utilities drinking water includes groundwater taken from the Floridan Aquifer. The Southeast #1 Water System supplies an estimated 70% of the water, while Tampa Bay Water, a regional water supplier of which Pasco County is a member, had supplied an estimated 30%. Please note that, since May 2002, Tampa Bay Water has not contributed water supply to the Southeast No. 1 system due to conversion of their system to chloraminated disinfection. For more information or questions concerning Tampa Bay Water's water quality, please call (813) 910-3297. The Florida Department of Environmental Protection (DEP) plans to perform assessments of all the watersheds in the State within the next several years. An assessment of the Zephyr Shores and American Condominiums area is not available at this time.

If you have any questions about this report or concerns about your water utility, please contact your Florida Water Services Representative at 1-800-432-4501. You may also visit the DEP web site at www.myflorida.com or call the EPA Safe Drinking Water Hotline at 1-800-426-4791. We want our valued customers to be informed about their water utility. If you would like to learn more, please call us for information about the next opportunity for public participation in decisions about your drinking water.

HOW DO I READ THIS?

It's easy. The table shows the results of our water-quality analyses. The column marked "Level Detected" shows the highest results from the last time tests were performed. "Likely Sources" shows where this substance usually originates. Descriptions below explain other important details. In this table you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL: *The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.*

Maximum Contaminant Level Goal or MCLG: *The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.*

"ND" means not detected and indicates that the substance was not found by laboratory analysis.

Parts per million (ppm) or Milligrams per liter (mg/l) *– one part by weight of analyte to 1 million parts by weight of the water sample, which corresponds to one minute in two years or a penny in $10,000.*

Parts per billion (ppb) or Micrograms per liter (µg/l) *– one part by weight of analyte to 1 billion parts by weight of the water sample, which corresponds to one minute in 2,000 years or a penny in $10,000,000.*

Picocurie per liter (pCi/L) *- measure of the radioactivity in water.*

Action Level (AL): *The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.*

"N/A" means not applicable

WHAT CAN I EXPECT TO FIND IN MY DRINKING WATER?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) ***Microbial contaminants,*** *such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.*

(B) ***Inorganic contaminants,*** *such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.*

(C) ***Pesticides and herbicides,*** *which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.*

(D) ***Organic chemical contaminants,*** *including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.*

(E) ***Radioactive contaminants,*** *which can be naturally occurring or be the result of oil and gas production and mining activities.*

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. **The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426- 4791.**

Florida Water SERVICES

2003 ANNUAL DRINKING WATER QUALITY TEST RESULTS

Florida Water Services routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2003 for Zephyr Shores - PWS ID # 6512018 and Americas Condos – PWS ID # 6515213. The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

* Results in the Level Detected column for radiological contaminants, inorganic contaminants, synthetic organic contaminants including pesticides and herbicides, and volatile organic contaminants are the highest average at any of the sampling points or the highest detected level at any sampling point, depending on the sampling frequency.

Radiological Contaminants – Zephyr Shores System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/l)	02/03	N	1.1	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	02/03	N	0.8	0	5	Erosion of natural deposits

Radiological Contaminants – Pasco County Southeast #1 System

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected*	Range of Results	MCLG	MCL	Likely Source of Contaminatio
Alpha emitters (pCi/l)	**2003	Y	28.0	ND – 28.0	0	15	Erosion of natural deposits
Radium 226 or combined radium (pCi/l)	**2003	Y	13.5	0.2 – 13.5	0	5	Erosion of natural deposits

Pasco County MCL Violation – Pasco County had an MCL violation for Combined Radium 226/228 and Alpha Emitters during the 2003 testing year. Some people who drink water containing radium 226 or 228 in excess of the MCL over many years may have an increased risk of getting cancer. Certain minerals are radioactive and may emit a form of radiation known as alpha radiation (alpha emitters). Some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer. We are continuing to monitor the well that contained the elevated level of alpha emitters. Please note that the well containing the elevated level of alpha emitters and combined radium was taken off-line shortly after results were received, and has remained out of the system since that time.

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.) (Pasco County)	MCL Violation Y/N	Level Detected (Pasco County)	Range of Results (Pasco County)	Level Detected* (Zephyr Shores) (02/03)	MCLG	MCL	Likely Source of Contamination
Antimony (ppb)	***03/02	N	1.36	ND – 1.36	ND	6	6	Discharge from petroleum refineries; fire retardants; ceramics; electronics; solder
Arsenic (ppb)	***03/02	N	4.4	ND – 4.4	3.3	N/A	50	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium (ppm)	***03/02	N	0.013	0.0036 – 0.013	0.014	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Chromium (ppb)	***03/02	N	8.9	7.2 – 8.9	ND	100	100	Discharge from steel and pulp mills; erosion of natural deposits
Fluoride (ppm)	***03/02	N	0.35	0.21 – 0.35	0.19	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Lead (ppb) point of entry	***03/02	N	1.2	ND – 1.2	2.5	N/A	15	Residue from man-made pollution such as auto emissions and paint.; lead pipe, casing, and solder
Nickel (ppb)	***03/02	N	1.99	1.21 – 1.99	ND	N/A	100	Pollution from electroplating operations
Nitrate (as Nitrogen) (ppm)	***01/03	N	2.23	ND – 2.23	0.53	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Selenium (ppb)	***03/02	N	2.38	ND – 2.38	ND	50	50	Discharge from petroleum and metal refineries; erosion of natural deposits; discharge from mines
Sodium (ppm)	***03/02	N	9.18	3.84 – 9.18	7.5	N/A	160	Salt water intrusion, leaching from soil

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	06/03	N	0.14	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	06/03	N	5.9	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	06/03	N	0.16	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	06/03	N	7.8	0	0	15	Corrosion of household plumbing systems, erosion of natural deposits

Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Highest Result	Range of Results	MCLG	MCL	Likely Source Of Contamination
Iron (ppm)	***03/02	Y	0.36	0.02 –0.36	N/A	0.3	Natural occurrence from soil leaching
****TTHM [Total trihalomethanes] (ppb)	***07/03	N	46.6	ND – 46.6	N/A	80/100	By-product of drinking water chlorination

** Samples collected quarterly during the year 2003.
*** Samples collected in beginning of three-year sampling cycle, 2003.
**** The result in the Level Detected column for TTHMs is the average of results from all sampling sites. Per regulation, samples were collected during a warm-weather month in 2003.

Pasco County Iron Violation – Pasco County had an MCL Violation for Iron during the 2002 testing year. No further action is required at this time. Please note that this contaminant is not associated with serious health risks.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect. **Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the SAFE DRINKING WATER HOTLINE (1-800-426-4791).**

Exhibit 3.15
Seller Contracts Invalid or in Default

NONE

Exhibit 3.16
Real Property

(a) None, except as shown in the Title Commitment as may be endorsed.

(c)

Lake 10, Rights of Gary Schultz (or his successors and assigns) in possession of all or a portion of the property under an unrecorded arrangement with respect to a 4" well and certain piping.

Lake 22, Adjacent land owner (Savino) has a portion of a concrete driveway and a fence encroaching on Lake 22. Fl Water is negotiating an easement or license with Savino for the driveway encroachment. Florida Water has asked that the fence be moved from Lake 22.

Pasco 14, Lease Agreement With Option to Purchase by and between Florida Water and Six Mile Pond Investment, L.I. Florida Water is Lessor.

	County	Agreement	Lessor	Lessee	Type of Lease	Notes
1.	Lake	Agreement	Stiles-Kem	Florida Water	Chemical Containers	Containers owned by vendors. Part of chemical supply services. No formal agreement.
2.	Lake, Polk & Putnam	Agreement	Suburban Propane	Florida Water	Chemical Containers	Containers owned by vendors. Part of chemical supply services. No formal agreement.
3.	Volusia & Seminole	Agreement	Dumont Company	Florida Water	Chemical Containers	Containers owned by vendors. Part of chemical supply services. No formal agreement.
4.	Polk & Seminole	Agreement	Amerigas	Florida Water	Chemical Containers	Containers owned by vendors. Part of chemical supply services. No formal agreement.
5.	Highlands, Lake & Seminole	Agreement	Brenntag	Florida Water	Chemical Containers	Containers owned by vendors. Part of chemical supply services. No formal agreement.

	County	Agreement	Lessor	Lessee	Type of Lease	Notes
6.	Lake, Orange, Pasco, Polk	Agreement	Davis Chemicals	Florida Water	Chemical Containers	Containers owned by vendors. Part of chemical supply services. No formal agreement.

and except as shown in the Title Commitment as may be endorsed.

(d)

- Utility Easement by and between Silver Lake Golf and Country Club of Lake County, Inc. and Southern States Utilities, Inc. as recorded in OR Book 957, Page 1373, Public Records of Lake County, Florida

	Document or Matter	Requires Notice Only	Pric Consent Required	Comment
	LAKE			
1.	Lease by and between Florida Water Services. and Dale E. Bartch, Trustee of the Dale E. Bartch Living Trust dated July 1, 2003.		X	Lease for Leesburg office expires in July 2004. Not a default by tenant until landlord has given 15 days notice.
	PUTNAM			
2.	Lease Agreement by and between Florida Water Services Corporation and John E. Spillers, III, and Jennifer Sharon Spillers dated September 1, 2003.		X	Lease expires Aug. 31, 2004. Consent shall not be unreasonably withheld if assignee is at least as financially responsible as lessee.

and except as shown in the Title Commitment as may be endorsed.

EXHIBIT 3.18
Permits Not Obtained

NONE

Exhibit 3.19
Seller's Insurance

ALLETE - SUMMARY OF INSURANCE COVERAGES FOR FLORIDA WATER SERVICES (excludes Heater)

Policy	Policy Term	Limit	Deductible	Insurance Carrier	Broker	Contacts for Certificates & Auto ID Card	Contact for Claims
Liability							
Commercial[1)] General Liability Policy # TB1-641-004355-044	2/1/04-2/1/05	$1,000,000 per occ./ $1,000,000 aggregate	$50,000	Liberty Mutual	Lori Lock – Hays Companies 80 S. 8th Street, Suite 700 Minneapolis, MN 55402 ph. 612-373-7286 fax 612-373-7286 email: llock@hayscompanies.com	Roni Salo, Minnesota Power ph. 218-722-5642, ext. 3550 fax 218-723-3912 **OR** /Katie Sahlstrom at Hays Co's. ph. 612-486-4700 fax 612-373-7270 email: ksahlstrom@hayscompanies.com	Liberty Mutual ph. 1-800-899-7845 **OR** fax 800-962-8597
Automobile Liability[1)] Policy # **AS1-641-004355-024**	2/1/04-2/1/05	$1,000,000 combined single limit	$50,000 Self-ins. Physical	Liberty Mutual	Lori Lock	Roni Salo at MP or Katie Sahlstrom at Hays Companies	Liberty Mutual
Workers Compensation[1)] Employers Liability Policy # WA1-64D-004355-054	2/1/04-2/1/05	Statutory $500,000	$50,000	Liberty Mutual	Lori Lock	Roni Salo at MP or Katie Sahlstrom at Hays Companies	Liberty Mutual
Excess Liability Policy #X0284A1A03	11/15/03-11/15/04	$35,000,000 $75,000,000 excess of $35M		AEGIS Energy Ins. Mutual	Mike Prins – Hays Companies 80 S. 8th Street, Suite 700 Minneapolis, MN 55402 ph. 612-486-4736 fax 612-486-4736 email: mprins@hayscompanies.com	Roni Salo at MP or Mike Prins at Hays Companies	Roni Salo Mike Prins
Directors & Officers (D&O) Policy #D0284A1A04	5/1/04-5/1/05	$75,000,000	$500,000/ Org.	AEGIS	Mike Prins	Roni Salo at MP or Mike Prins at Hays Companies	Roni Salo Mike Prins
Fiduciary Policy #F0284A1A04	5/1/04-5/1/05	$25,000,000	$500,000/ Org.	AEGIS	Mike Prins	Roni Salo at MP or Mike Prins at Hays Companies	Roni Salo Mike Prins
Bonds		Varies		St. Paul Companies	Jon Welles, Liscomb-Hood-Mason 400 Lonsdale Bldg., 302 W. Superior Street, Duluth, MN 55802 ph. 218-722-7472 fax: 218-722-7896	Jon Welles, Liscomb-Hood-Mason 400 Lonsdale Bldg., 302 W. Superior Street, Duluth, MN 55802 ph. 218-722-7472 fax: 218-722-7896	Roni Salo Jon Welles
Property							
All-Risk Policy #FR154	11/1/03-11/1/04	Blanket	$50,000	FM Global	Tim Brown, Hays Companies 80 S. 8th St. #700 Minneapolis, MN 55402 612-486-4743 Email: tbrown@hayscompanies.com	Roni Salo at MP or Tim Brown, Hays Companies or Danette Hedican **Ph. 612-486-4743** **Fax: 612-373-7270**	Roni Salo Tim Brown
Crime Policy #002144874	5/1/04-5/1/05	$10,000,000	$100,000	National Union/AIG	Mike Prins	Roni Salo at MP or Mike Prins at Hays Companies	Roni Salo Mike Prins

[1)]Minnesota Power Group Program Using Liberty Mutual.
[2)]Premium for all coverages under Group Self Insured Program.

EXHIBIT 4.3
Pending or Threatened Proceedings Challenging the Contemplated Transaction

NONE

Exhibit 7.4
Form of Seller's Opinion Letter

April____, 2004

Buyer

Ladies and Gentlemen:

I have acted as counsel to Florida Water Services Corporation, a Florida corporation ("Seller"), in connection with the preparation of the Asset Purchase Agreement dated _____2004, (the "Agreement"), and have participated on Seller's behalf in connection with the asset purchase and sale transaction regarding the System described in the Agreement. This opinion letter is provided to you pursuant to Section 7.4 of the Agreement.

As used in this opinion letter, the term "Other Agreements" means all agreements of which we are aware to which Seller is a party, and the term "Court Orders" means all court orders of which we are aware (if any) that specifically name Seller and which purport to restrict such entity's ability to enter into contracts, purchase assets, or expend money. Other terms used in this opinion letter which are defined in the Agreement are used herein with the same meanings unless otherwise defined herein. References in this opinion letter to our "knowledge," or similar references mean the conscious awareness of facts or other information by those lawyers who had active involvement in negotiating or preparing the Agreement, the documents to be executed and delivered at the Closing (as defined in the Agreement), or this opinion letter.

I have examined fully executed originals or copies, certified or otherwise identified to my satisfaction, of the following:

(1) the Agreement;

(2) the Bill of Sale dated the date hereof;

(3) Seller's Non Foreign Affidavit dated the date hereof;

(4) the Special Warranty Deed dated the date hereof for the Fee Parcels;

(5) the Assignments of Easements dated the date hereof;

(6) Buyer's Counsel Closing Opinion Letter pursuant to Section 8.3 of the Agreement dated the date hereof;

(7) the Assignment of Construction Contracts dated the date hereof;

(8) Title Insurance Commitment, as marked–up at Closing dated the date hereof;

(9) Assignment and Assumption of Developer Agreements dated the date hereof;

(10) Assignment and Assumption of Permits and Government Approvals dated the date hereof;

(11) Assignment of Rights under Service Agreements dated the date hereof; and

(12) Assignment and Assumption of Assumed Liabilities dated the date hereof.

The documents listed in items one through twelve (12) are collectively referred to as the "Transaction Documents."

I have also examined the following:

(a) the Articles of Incorporation of Seller, certified by the Florida Department of State, Division of Corporations as of October 30, 2003;

(b) the Bylaws of Seller, complete and in full force and effect;

(c) the certificate issued by the Florida Department of State, Division of Corporations dated October 30, 2003, indicating that Seller is in good standing in the State of Florida;

(d) resolutions duly adopted by the Board of Directors of Seller;

(e) resolutions duly adopted by the Shareholder of Seller; and

(f) such other documents as I have deemed necessary in order to render the opinions expressed below.

For purposes of the opinions set forth herein, I have assumed that:

(a) You have satisfied those legal requirements that are applicable to you to the extent necessary to make the Transaction Document to which you are a party enforceable against you.

(b) You have complied with all legal requirements pertaining to your status as such status relates to your rights to enforce the Transaction Documents against Seller.

(c) Each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine.

(d) There has not been any mutual mistake of fact or misunderstanding, fraud, duress, or undue influence.

(e) The conduct of each party to each of the Transaction Documents has complied with any requirement of good faith, fair dealing, and conscionability.

(f) You and any agent acting for you and any other party to any Transaction Document in connection with the transactions described in such Transaction Document has acted in good faith and without notice of any defense against the enforcement of any rights created by such Transaction Document.

(g) There are no agreements or understandings between the parties to any Transaction Document, written or oral, and there is no usage of trade or course of prior dealing between such parties, that would, in either case, define, supplement, or qualify the terms of any Transaction Document.

(h) Buyer will not in the future take any discretionary action (including a decision not to act) permitted under any Transaction Document that would result in a violation of law or constitute a breach or default under any Other Agreement or Court Order.

The law covered by the opinions expressed herein is limited to the federal law of the United States of America and the law of the State of Florida including for purposes of opinions 2, 4, 5, and 7 the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, cities, municipalities, and political subdivisions, and judicial decisions to the extent that they deal with any of the foregoing. Our opinion as to the construction of Other Agreements are given as if they were to be governed by Florida law without regard to whether they so provide.

Based upon and subject to the foregoing and to the qualifications and limitations hereinafter set forth, I am of the opinion that:

1. Seller is a corporation validly existing and in good standing under the laws of the State of Florida.

2. Seller has the corporate power and corporate authority to enter into and to perform each Transaction Document; the execution and delivery of each Transaction Document has been duly authorized by all necessary corporate action on the part of Seller; and each Transaction Document constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws from time to time in effect which affect creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding at law or in equity).

3. To the best of my knowledge the Transaction Documents convey the assets purportedly conveyed thereby free and clear of any lien or encumbrance which could reasonably be expected to have a material and adverse effect upon the ability of the Buyer to own or use such assets as part of the Utility System.

4. Execution and delivery by Seller of, and performance of its agreements in, the Transaction Documents do not: (a) violate the articles of incorporation or bylaws of Seller; (b) breach, or result in a default under, any existing obligation of Seller under an Other Agreement; (c) breach or otherwise violate any existing obligation of Seller under a Court Order; or (d) result in the creation or imposition of any lien on the property of Seller under the terms of an Other Agreement or a Court Order.

5. Execution and delivery by Seller of, and performance by it of its agreements in, each Transaction Document does not violate applicable provisions of statutory law or regulation.

6. Except as stated in the Agreement, there is no permit, consent, approval, or authorization of, or declaration to or filing with, any governmental or regulatory authority required in connection with the execution, delivery, or performance by Seller of any Transaction Document or the consummation by it of the transactions described in such Transaction Document that has not been obtained or completed as required.

7. To the best of my knowledge and except as set forth in the exhibits to the Agreement, there are no actions, suits, or proceedings pending or threatened against, relating to or affecting Seller, including, without limitation, actions, suits, or proceedings seeking to restrain or prevent the carrying out of the transactions contemplated by the Transaction Documents or seeking damages in connection therewith.

The foregoing opinions are subject to the following qualifications and limitations:

A. My opinions are subject to generally applicable rules of law which:

(1) limit or effect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence, and reasonableness;

(2) provide that forum selection clauses in contracts are not necessarily binding on the courts in the forum selected;

(3) limit the availability of a remedy under certain circumstances where another remedy has been elected;

(4) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct, or unlawful conduct;

(5) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange;

(6) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs; or

(7) may permit a party who has materially failed to render or offer performance required by the contract to cure that failure unless (a) permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance, or (b) it was important in the circumstances to the aggrieved party that performance occur by the date stated in the contract.

B. I express no opinion as to what law governs the enforceability or interpretation of any contract unless that contract expressly provides that it is to be governed by the law of the State of Florida.

C. My opinions do not extend to any action or conduct of the Seller or Buyer that the Transaction Documents may permit but do not require, including, but not limited to, blanket quit-claim deeds.

D. My opinions deal only with the specific legal issues explicitly addressed herein and do not address any other matters.

E. My opinions do not address any of the following legal issues:

(1) federal and state securities laws and regulations;

(2) federal and state antitrust and unfair competition laws and regulations;

(3) compliance with fiduciary duty requirements;

(4) fraudulent transfer and fraudulent conveyance laws;

(5) federal and state tax laws and regulations; and

(6) federal and state laws, regulations, and policies concerning (a) national and local emergency or (b) possible judicial deference to acts of sovereign states.

F. This opinion letter speaks only as of its date. I undertake no obligation to advise you (or any third party) of changes of law or fact that occur after the date hereof - even though the change may affect the legal conclusions herein.

G. I am not providing you with any legal or other analysis beyond that expressly set forth in this letter, such as the broader guidance and counsel that we might provide to our own client.

H. No one other than you shall be entitled to rely on the foregoing opinions, and you may rely on such opinions only for the purpose contemplated by the Agreement.

Sincerely,

Lowndes, Drosdick, Doster, Kantor & Reed
Counsel for Seller

Exhibit 8.3
Form of Buyer's Legal Opinion

April____, 2004

Seller

Ladies and Gentlemen:

I have acted as counsel to _____, a _____ corporation ("Buyer"), in connection with the preparation of the Asset Purchase Agreement dated _____2004, (the "Agreement"), and have participated on Buyer's behalf in connection with the asset purchase and sale transaction regarding the System described in the Agreement. This opinion letter is provided to you pursuant to Section 8.3 of the Agreement.

As used in this opinion letter, the term "Other Agreements" means all agreements of which we are aware to which Buyer is a party, and the term "Court Orders" means all court orders of which we are aware (if any) that specifically name Buyer and which purport to restrict such entity's ability to enter into contracts, purchase assets, or expend money. Other terms used in this opinion letter which are defined in the Agreement are used herein with the same meanings unless otherwise defined herein. References in this opinion letter to our "knowledge," or similar references mean the conscious awareness of facts or other information by those lawyers who had active involvement in negotiating or preparing the Agreement, the documents to be executed and delivered at the Closing (as defined in the Agreement), or this opinion letter.

I have examined fully executed originals or copies, certified or otherwise identified to my satisfaction, of the following:

(1) the Agreement;

(2) the Bill of Sale dated the date hereof;

(3) Buyer's Non Foreign Affidavit dated the date hereof;

(4) the Special Warranty Deed dated the date hereof for the Fee Parcels;

(5) the Assignments of Easements dated the date hereof;

(6) Seller's Counsel Closing Opinion Letter pursuant to Section 7.4 of the Agreement dated the date hereof;

(7) the Assignment of Construction Contracts dated the date hereof;

(8) Title Insurance Commitment, as marked–up at Closing dated the date hereof;

(9) Assignment and Assumption of Developer Agreements dated the date hereof;

(10) Assignment and Assumption of Permits and Government Approvals dated the date hereof;

(11) Assignment of Rights under Service Agreements dated the date hereof; and

(12) Assignment and Assumption of Assumed Liabilities dated the date hereof.

The documents listed in items one through twelve (12) are collectively referred to as the "Transaction Documents."

I have also examined the following:

(a) the Articles of Incorporation of Buyer, certified by the Florida Department of State, Division of Corporations as of October 30, 2003;

(b) the Bylaws of Buyer, complete and in full force and effect;

(c) the certificate issued by the Florida Department of State, Division of Corporations dated _____, indicating that Buyer is in good standing in the State of _____

(d) resolutions duly adopted by the Board of Directors of Buyer;

(e) resolutions duly adopted by the Shareholder of Buyer; and

(f) such other documents as I have deemed necessary in order to render the opinions expressed below.

For purposes of the opinions set forth herein, I have assumed that:

(a) You have satisfied those legal requirements that are applicable to you to the extent necessary to make the Transaction Document to which you are a party enforceable against you.

(b) You have complied with all legal requirements pertaining to your status as such status relates to your rights to enforce the Transaction Documents against Buyer.

(c) Each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine.

(d) There has not been any mutual mistake of fact or misunderstanding, fraud, duress, or undue influence.

(e) The conduct of each party to each of the Transaction Documents has complied with any requirement of good faith, fair dealing, and conscionability.

(f) You and any agent acting for you and any other party to any Transaction Document in connection with the transactions described in such Transaction Document has

acted in good faith and without notice of any defense against the enforcement of any rights created by such Transaction Document.

(g) There are no agreements or understandings between the parties to any Transaction Document, written or oral, and there is no usage of trade or course of prior dealing between such parties, that would, in either case, define, supplement, or qualify the terms of any Transaction Document.

(h) Seller will not in the future take any discretionary action (including a decision not to act) permitted under any Transaction Document that would result in a violation of law or constitute a breach or default under any Other Agreement or Court Order.

The law covered by the opinions expressed herein is limited to the federal law of the United States of America and the law of the State of Florida including for purposes of opinions 2, 4, 5, and 7 the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, cities, municipalities, and political subdivisions, and judicial decisions to the extent that they deal with any of the foregoing. Our opinion as to the construction of Other Agreements are given as if they were to be governed by Florida law without regard to whether they so provide.

Based upon and subject to the foregoing and to the qualifications and limitations hereinafter set forth, I am of the opinion that:

1. Buyer is a corporation validly existing and in good standing under the laws of the State of Florida.

2. Buyer has the corporate power and corporate authority to enter into and to perform each Transaction Document; the execution and delivery of each Transaction Document has been duly authorized by all necessary corporate action on the part of Buyer; and each Transaction Document constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws from time to time in effect which affect creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding at law or in equity).

3. To the best of my knowledge the Transaction Documents convey the assets purportedly conveyed thereby free and clear of any lien or encumbrance which could reasonably be expected to have a material and adverse effect upon the ability of the Buyer to own or use such assets as part of the Utility System.

4. Execution and delivery by Buyer of, and performance of its agreements in, the Transaction Documents do not: (a) violate the articles of incorporation or bylaws of Buyer ; (b) breach, or result in a default under, any existing obligation of Buyer under an Other Agreement; (c) breach or otherwise violate any existing obligation of Buyer under a Court Order; or (d) result in the creation or imposition of any lien on the property of Buyer under the terms of an Other Agreement or a Court Order.

5. Execution and delivery by Buyer of, and performance by it of its agreements in, each Transaction Document does not violate applicable provisions of statutory law or regulation.

6. Except as stated in the Agreement, there is no permit, consent, approval, or authorization of, or declaration to or filing with, any governmental or regulatory authority required in connection with the execution, delivery, or performance by Buyer of any Transaction Document or the consummation by it of the transactions described in such Transaction Document that has not been obtained or completed as required.

7. To the best of my knowledge and except as set forth in the exhibits to the Agreement, there are no actions, suits, or proceedings pending or threatened against, relating to or affecting Buyer, including, without limitation, actions, suits, or proceedings seeking to restrain or prevent the carrying out of the transactions contemplated by the Transaction Documents or seeking damages in connection therewith.

The foregoing opinions are subject to the following qualifications and limitations:

A. My opinions are subject to generally applicable rules of law which:

(1) limit or effect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence, and reasonableness;

(2) provide that forum selection clauses in contracts are not necessarily binding on the courts in the forum selected;

(3) limit the availability of a remedy under certain circumstances where another remedy has been elected;

(4) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct, or unlawful conduct;

(5) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange;

(6) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs; or

(7) may permit a party who has materially failed to render or offer performance required by the contract to cure that failure unless (a) permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance, or (b) it was important in the circumstances to the aggrieved party that performance occur by the date stated in the contract.

B. I express no opinion as to what law governs the enforceability or interpretation of any contract unless that contract expressly provides that it is to be governed by the law of the State of Florida.

C. My opinions do not extend to any action or conduct of the Buyer or Seller that the Transaction Documents may permit but do not require, including, but not limited to, blanket quit-claim deeds.

D. My opinions deal only with the specific legal issues explicitly addressed herein and do not address any other matters.

E. My opinions do not address any of the following legal issues:

(1) federal and state securities laws and regulations;

(2) federal and state antitrust and unfair competition laws and regulations;

(3) compliance with fiduciary duty requirements;

(4) fraudulent transfer and fraudulent conveyance laws;

(5) federal and state tax laws and regulations; and

(6) federal and state laws, regulations, and policies concerning (a) national and local emergency or (b) possible judicial deference to acts of sovereign states.

F. This opinion letter speaks only as of its date. I undertake no obligation to advise you (or any third party) of changes of law or fact that occur after the date hereof - even though the change may affect the legal conclusions herein.

G. I am not providing you with any legal or other analysis beyond that expressly set forth in this letter, such as the broader guidance and counsel that we might provide to our own client.

H. No one other than you shall be entitled to rely on the foregoing opinions, and you may rely on such opinions only for the purpose contemplated by the Agreement.

Sincerely,

Piper Rudnick
Counsel for Buyer

Exhibit 10.12
Example of Accounts Receivable and Unbilled Customer Revenues

Florida Water SERVICES
AN ALLETE COMPANY

Example of Unbilled & Accounts Receivable pre-closing estimate.

October 24, 2003

BY E-MAIL

Mr. Kevin Mulshine
Managing Director
Prager, Sealy & Co.
4097 St. Lucia Street
Boulder, CO 80301

Dear Mr. Mulshine:

In accordance with the First Amended and Restated Utility System Asset Acquisition Agreement between the City of Deltona, among others, and Florida Water Services Corporation, Section 9.04 (A), Florida Water has calculated the Unbilled Revenue through the date of the Deltona closing, November 6, 2003, to be $970,677.96 (98% of which is $951,264), the aged accounts receivable to be $653,171.45 and the credit due to the City of Deltona for customer receipts from October 27 through November 6 to be $321,154.21, for a net due Florida Water at closing of $1,283,281.24.

The unbilled revenue number was calculated by a computer program that looked at each customer's last read date, and prorated the base facility charge from that read date through November 6. The program also took each customer's October consumption, divided that consumption by 30 days to get an average daily consumption, and applied that average to the number of days the customer had not been billed through November 6. The final number is supported by the facts that (1) there is an average of 15 days of unbilled revenue at any point in time because the meters are read daily, (2) there is an additional ten days lag time between when the meters are read and when the customer is billed; and (3) there is an additional ten days that are unbilled from October 27, the day of the estimate, through closing, November 6. Applying 35 days of unbilled revenue to the October 2003 actual revenue results in unbilled revenue of $1,050,734, a number actually greater than what has been provided for closing.

The aged accounts receivable balance of $653,171.45 consists of $595,426 for accounts less than 30 days old, and $57,745 for accounts 31-60 days old. This information actually comes directly from our customer billing system.

Florida Water Services Corporation / P.O. Box 609520 / Orlando, Florida 32860-9520
Phone 407/598-4100 / Fax 407/598-4130

The credit due to the City of Deltona for customer receipts from October 27 through November 6 of $321,154.21 was arrived at by using actual cash collections for the same ten-day period in the preceding month.

Please use the above numbers in the closing documents.

Sincerely,

Judith J. Kimball

Judith J. Kimball
Vice President and Chief Financial Officer

JJK:SMF

c: F. Ludsen
P. Gildan

CATION: DELTONA
AGED ACCOUNTS RECEIVABLE / UNBILLED REVENUE - (as of October 27, 2003)

County	PI #	Plant Name	Unbilled 10-27-2003
		Total Unbilled	970,677.96
		98 % of Unbilled	951,264.00
		Estimate Aging (Under 60 Day)	653,171.45
		Total	1,604,435.45
		Estimate CREDIT to Buyer at Closing (Cash Collected)	(321,154.21)
		Net Due at Closing	1,283,281.24
		Deposits	343,777.88
		Accrued Interest	9,724.56
			353,502.44

Exhibit 10.13

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (hereafter "Agreement"), is made and entered into as of this _____ day of April, 2004, by and between Aqua Utilities Florida, Inc., a Florida corporation (hereinafter the "Client") and Florida Water Services Corporation, a Florida corporation (hereinafter the "Operator").

WHEREAS, the Client and Operator entered into the Asset Purchase Agreement on April ___, 2004 (hereafter "Purchase Agreement");

WHEREAS, Section 10.13 of the Purchase Agreement, entitled Transition Services Agreement, allows the Client and the Operator to enter into a Transition Services Agreement. This contract delineates cooperation for certain services to be provided by the Client to the Operator and by the Operator to the Client, as an accommodation by Operator to Client to facilitate the transition to Client's ownership and operation of the Utility System;

WHEREAS, this Agreement is intended to satisfy the provisions of Section 10.13 of the Purchase Agreement;

WHEREAS, the Client desires to hire Operator to provide billing and customer service services for the Utility System (defined below) and the Operator desires to provide such services to the Client.

WHEREAS, a public purpose for entering into this Agreement exists because the Operator will provide a needed service to the Client intended to assist in a smooth transition of the acquisition of the Utility System by the Client.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I
DEFINITIONS

"Base Compensation" is defined in Section 6.1(a).

"Baseline Postage Rate" shall mean the mailing rates set by the United States Postal Service in effect as of the Commencement Date.

"Basic Billing and Customer Service" shall mean the provision and performance by the Operator of the billing and customer services described in Article III. To define its scope, the term shall specifically include, by way of example and not limitation, the Basic Billing and Customer Service Performance Standards.

"Basic Billing and Customer Service Performance Standards" is defined in Section 3.1(b).

"Basic Billing and Customer Service Reports" shall mean those reports listed in **Schedule 3.4** to this Agreement required to be prepared by the Operator for the Basic Billing and Customer Service and as provided in Article III.

"Commencement Date" is defined in Section 5.1(a) of this Agreement.

"Utility System" is defined as the water and wastewater utility system acquired by the Client from the Operator through that certain Asset Purchase Agreement by and between Florida Water Services Corporation and Aqua Utilities Florida, Inc. executed on April 2, 2004.

ARTICLE II
PURPOSE

During the term of this Agreement, the Client shall engage the Operator as an independent contractor to provide billing and customer service functions, and the Operator shall perform such utility billing and customer service functions in accordance with the terms and conditions of this Agreement using Operator's standards, policies and practices in place at the time of transfer of the Utility System to Client. Each party hereto shall cooperate in good faith with the other and its agents, employees, representatives, officers, contractors and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

ARTICLE III
UTILITY BILLING AND CUSTOMER SERVICE

Section 3.1 - General Billing and Customer Service Responsibilities for the Operator

(a) The Basic Billing and Customer Service shall be required of and timely provided by the Operator.

(b) The Operator shall have responsibility to provide all billing and customer services in a manner consistent with the standards, policies and practices in place at the time of transfer of the Utility System to Client, (hereinafter "Basic Billing and Customer Service Performance Standards"):

(i) Field Services.

(A) The Operator shall provide notice to the Client so that Client's field personnel can accomplish or respond to the following service functions:

(1) Meter reading using operator provided meter reading schedules and hand devices;

(2) Verify meter reading accuracy (re-reads);

(3) Turn-on and turn-off of customer meters in response to account changes,

(4) Customer complaints, customer requests, or emergencies;

(5) Meet with customers at the customer's property to discuss and evaluate disputes and make a report to customer service;

(6) Meet with customers at the customer's property to explain how to read meters, typical usage of water, and conservation measures that the customer can implement; and

(7) Bench test and field test customer meters.

(8) Report line breaks of which the Operator is informed.

Section 3.2 - Processing Utility Bills; Problem Resolutions.

(a) The Operator shall process and print single page customer bills for each customer of the Client in accordance with Operator's standard billing practices in place at the time of transfer of the Utility Systems to the Client, and mail the customer bills monthly. Customer bills will be in the same form and format as the Operator's current customer bill containing the Operator's logo with a notation stating that Operator is acting as billing agent for the Client, the form of which is attached as **Exhibit "A."** Any changes to the standard bill format will require Operator's approval and, if approved, such changes will be made at a fee of $150.00 per man-hour. Customer bills shall be prepared in such cycles as utilized at the time of transfer of the Utility System to the Client. The Baseline Postage Rate shall be at the expense of the Operator. Increases in the cost of postage imposed by the United States Postal Service during the term of this Agreement that exceed the Baseline Postage Rate shall be at the expense of the Client. Correction of any changes or errors in the rates and charges for utility service furnished to the Operator by the Client will be provided for an additional fee of $150.00 per man-hour not included in the Base Compensation, provided, however, that any changes in rate structures will require the prior approval of the Operator that such changes can be accommodated by the Operator.

(b) The Operator shall undertake and perform all billing services required to timely and regularly process customer utility bills in accordance with the standards utilized by the Operator at the time of transfer of the Utility System to the Client. For an additional fee not included in the Base Compensation, the Operator shall:

(i) Mail Client provided single page (8.5" x 11") special notices in envelopes to customers separate from the Client bill at a rate of $0.15 per bill plus postage, and

(ii) Insert Client provided single page "bill stuffers" (not larger than 8.5" x 11") with the Client bill at a rate of $0.15 per bill.

(c) The Operator shall provide the following payment services:

(i) lock box

(ii) offsite payment location at Winn Dixie/First Data and Ace Cash Express

(iii) credit card payments (via internet, phone or recurring charge)

(iv) check payments (via internet, phone or recurring charge/direct debit)

Section 3.3 - Computer Processing and Related Services.

During the term of this Agreement, the Operator shall maintain, on its own computer system, the master customer records of the Client's customers. After the termination of this Agreement, the current and historical master customer records for three years prior to the date of this Agreement shall be forthwith delivered by the Operator to the Client in an electronic format used by Operator.

Section 3.4 - Basic Billing and Customer Service Reports.

The Operator shall timely prepare and deliver to the Client the customer billing and customer service reports listed in Schedule 3.4.

Section 3.5 - General Customer Service Responsibility of the Operator.

The following general customer services shall be required of and timely provided by the Operator.

(a) The Operator shall be responsible for maintaining customer information, such as deposits, new accounts, file information, changes to accounts and charges.

(b) Customer accounts shall be closed and finalized upon the request of the customer in accordance with Operator's standards in place at the time of transfer of the Utility System to Client.

(c) The Operator shall be responsible for delivering delinquent notices to each individual customer via the U.S. Postal Service and, if necessary, to issue any work orders to the Client's personnel for discontinuance of service.

(d) Whenever customers raise questions, point out billing errors, express concerns, or otherwise dispute any bill, the Operator shall attempt to resolve them in accordance with Operator's standards in place at the time of transfer of the Utility System to Client. The Operator shall be authorized to make customer adjustments under $500 per customer. For customer adjustments over $500 per customer, Operator will forward such adjustments to the Client for determination and approval.

Section 3.6 – Central Office Telephone Customer Service.

(a) The Operator, at its sole cost and expense and through the employ of its own personnel, shall maintain a centralized customer service center in Orange County, Florida. The location of the customer service center can be moved without the consent of the Client; however,

the Operator must provide the Client 30 days advance written notice and the address and telephone number of the new location. The customer service center shall:

(i) Receive phone calls from 8 am to 5 pm, Monday through Friday, excluding the holidays attached as Schedule 3.6(a)(i).;

(ii) During periods when the customer service center is not open, provide an answering service to take emergency incoming calls or otherwise direct emergency incoming calls to the Client's staffed location; and

(iii) Be staffed with personnel to receive and respond to customer and emergency calls, process and dispatch customer service and other work orders, accept customer payments over the phone, and process changes to customer accounts.

(b) The Operator shall respond to all customer inquiries including, by way of example and not limitation, bill inquiries and inquiries pertaining to service initiation and termination, and reports of water breaks, low water pressure, water quality concerns, odors and wastewater discharge. The Operator's customer service personnel shall also be prepared to answer commonly asked questions without referral to other personnel. Commonly asked questions include, by way of example and not limitation, typical annual usage, account balance, how a bill was calculated, last payment and date, when the last bill was issued, detailed and summary information concerning the customer's account for the current year or within a two (2) year history, the due dates, and mailing and service address.

(c) The Operator shall be responsible for answering customer questions regarding delinquent account information.

(d) For existing connections to the Utility System where utility service has been provided, the Operator shall be responsible for setting up new accounts, collecting necessary deposits, and closing accounts. A Customer Application Form to be used by the Operator is attached as **Exhibit "B**."

(e) For new connections to the Utility System, the Operator shall be responsible for inputting data provided by the Client to the Operator for new customer accounts where there formerly was no utility service provided. Such data shall include, but not be limited to, customer name, mailing and service address, home and work telephone number, social security or tax id number, amount of deposit, meter size, type of service, class of customer, whether the customer is the owner or builder of the premises, utility plant service area, driver's license number, lot, block and unit of premise, subdivision name, and strap number. In addition, the completed meter install work order shall be supplied so that the customer account can be input into Operator's computer system. The completed meter install work order shall include, but not be limited to, the meter number(s), type of meter to include manufacturer and touch or standard read, number of fixed digits, start read and connect date.

Section 3.7 - Remittance of Funds to Client.

(f) All receipts by the Operator of payment for utility service will be forwarded daily to the Operator's lock box or bank account (direct deposit, credit card payments, internet payments, etc) in accordance with the billing collection procedures in place at the time of transfer of the Utility System to Client. Such receipts shall be combined daily for deposit in the Operator's bank account. These moneys will be deposited within twenty four (24) hours of receipt except for Federal holidays, weekends, and natural disasters beyond the control of the Operator. The Operator shall remit by wire transfer all deposit receipts to the Client weekly as directed by the Client. The cost of the wire transfer shall be paid by Client. The Operator shall obtain a surety bond securing its obligation with respect to remitting funds as required under this Agreement, which names the Client as the payee in the event of a loss. The amount of the surety bond shall be specified by Client. Client shall pay the cost of the premium on the surety bond.

(g) A monthly sales journal will be delivered to the Client by the Operator and shall identify receipts by water, wastewater and miscellaneous service charges (turn on, turn off, premise visit, etc).

(c) A monthly cash receipt journal will be delivered to the Client by the Operator and shall identify cash receipts from sales and customer deposits.

Section 3.8 - Insurance

The Operator shall procure and maintain, at it sole cost and expense, comprehensive general liability insurance with a minimum of one million dollars ($1,000,000) liability coverage and shall deliver to the Client a Certificate of Insurance within seven days after the Client acquires ownership of the Utility System. To the extent that it can be obtained from the insurance company, the Client shall be named as an additional insured on the Operator's policy. The policy shall provide that no material alteration, cancellation, including expiration and non-renewal, shall be effective until 30 days after the Client receives written notice of same. The Operator shall also maintain Workers Compensation insurance for all of its employees performing any services under this Agreement.

ARTICLE IV
RESPONSIBILITIES OF THE CLIENT

Section 4.1 - Client's Representatives.

On or before the Commencement Date, the Client shall designate an authorized representative ("Authorized Representative") to administer this Agreement. The Client shall provide written notice of any change to the Authorized Representative promptly after such change.

Section 4.2 – Meter Reading/Field Personnel.

The Client shall be responsible for retaining meter reading personnel to timely read all meters in accordance with the meter reading schedule maintained by the Operator at the time of transfer of the Utility System to the Client and using the Itron meter reading devices provided by Operator.

The Client shall promptly upload all meter reading data to the Operator in a format readable and useable by the Operator. Operator's obligations under this Agreement are contingent on the timely receipt of accurate meter reading data from the Client's meter reading personnel. The Client shall also be responsible for retaining operations field personnel to timely administer the customer service directives from the Operator in accordance with the requirements of this Agreement. At a minimum, Client's personnel shall perform the following service functions:(1) Meter reading using operator provided meter reading schedules;

(2) Verify meter reading accuracy (re reads);

(3) Turn on and turn off customers meters in response to account changes;

(4) Customer complaints, customer requests, or emergencies;

(5) Meet with customer at property to discuss and evaluate disputes and make a report to customer service;

(6) Meet with customer at property on how to read meter, typical usage of water, and conservation measures that customer can implement; and

(7) Bench test and field test customer meters;

(8) Report line breaks and boil water notices immediately

Section 4.3 - Taxes.

The Client shall be responsible for the payment of all applicable real estate, personal property, sales, excise and utility taxes with respect to the Utility System from and after the date of the closing of the Purchase Agreement. The Operator shall be responsible for the payment of all income taxes due and owing by the Operator and for the payment of all Operator-employee related wages and taxes.

Section 4.4 - Support.

In order for the Operator to fulfill its obligations to the Client under this Agreement, the Client shall permit use by the Operator, without charge, of all current customer service field offices and personal property (including access to and use of current computer systems, equipment room, printers, faxes and other related customer service equipment which shall remain available for Operator's use in conjunction with this Agreement), and of all other offices, buildings, equipment, structures, and facilities of Client as reasonably requested by Operator. The Client shall provide the Operator with all information available to perform its services under this Agreement. For new connections to the Utility Systems, the Client shall provide the Operator data for new customer accounts where there formerly was no utility service provided to enable the Operator to begin billing such new customer accounts. Such data shall include, but not be limited to, customer name, mailing and service address, home and work telephone number, social security number/tax id, amount of deposit, meter size, type of service, class of customer, whether the customer is the owner or builder of the premises, utility plant service area,

drivers license number, lot, block and unit of premise, subdivision name, and strap number. In addition, the completed meter install work order shall be supplied so that the customer account can be input into Operator's computer system. The completed meter install work order shall include, but not be limited to, the meter number(s), type of meter to include manufacturer and touch or standard read, number of fixed digits, start read and connect date.

Section 4.5 - General Authority.

The Client shall perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Utility System and the performance of billing, collection, and customer service functions not expressly assumed by the Operator pursuant to the terms of this Agreement.

Section 4.6 – Regulatory Requirement.

The Client shall be responsible for compliance with all regulatory requirements, including, but not limited to, emergency line break and low pressure event notification to regulatory agencies and boil water notices to customers.

Section 4.7 – Developer Agreements.

The Client shall be responsible for administering all developer agreements and service extension functions.

ARTICLE V
TERM AND TERMINATION

Section 5.1 - Term.

(a) This Agreement will commence on the date that the Client acquires the Utility System from the Operator (the "Commencement Date") and will continue for a period of one month. Thereafter, this Agreement may be renewed only with the written consent of both parties.

Section 5.2 - Termination.

(a) The failure of either party to comply with the material terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send a written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party ten days to cure the default. If the default is capable of being cured within ten days but is not cured within ten days, this Agreement shall terminate at midnight of the tenth day following receipt of the notice. In the case of a default that cannot be cured within ten days, this Agreement shall not terminate so long as the defaulting party has given written notice of the inability to cure within ten days to the non-defaulting party and the defaulting party has commenced and is diligently pursuing a cure. Evidence of such cure and its diligent pursuit shall be provided from the defaulting party to the reasonable satisfaction of the non-defaulting party.

(b) In the event of the termination of this Agreement under (a) above, the Client shall pay the Operator for the services provided by the Operator up to the effective date of termination. Payment shall be made within thirty (30) days of the date of termination.

ARTICLE VI
COMPENSATION

Section 6.1 - Base Compensation.

Beginning on the Commencement Date, the Client shall pay the Operator fees in the amount of Thirty One Thousand One Hundred Forty Dollars ($31,140.00) per month (the "Base Compensation"). The Base Compensation shall be payable monthly, in arrears, on the fifteenth day of each and every month during the term of this Agreement.

Section 6.2 - Other Fees and Expenses.

Upon presentation of a written receipt therefor with an explanation for the need for incurring such additional cost, expense or service, the Client shall reimburse and/or pay the Operator for all direct costs and expenses and additional services provided by the Operator on behalf of the Client that are not included as part of the Basic Billing and Customer Services.

Section 6.3 - Accounting Records.

The Operator shall maintain current (defined as reflecting transactions within one week of their occurrence) financial and accounting records as they apply to the services rendered by the Operator under the terms of this Agreement. All records must be kept in accordance with Operator's standard accounting practices and made available to the Client within fifteen (15) working days of Client's written request.

ARTICLE VII
DISPUTE RESOLUTION

Section 7.1 - Applicability.

To effect a timely and efficient resolution of disputes that may arise during the term of this Agreement, the parties hereto agree that all claims, controversies and disputes, shall be resolved pursuant to Section 7.2.

Section 7.2 - Disputes.

If a dispute arises pursuant to this Agreement and is not resolved by mutual agreement within sixty (60) calendar days, such dispute shall be subject first to mediation, and if not resolved by mediation within sixty (60) calendar days, such dispute shall be submitted to arbitration. Each party shall bear the cost of its own attorney's fees and costs, and shall share equally in the cost of the mediation and arbitration proceedings.

Section 7.3 - Covenant to Continue Work.

During resolution of any dispute under this Article, the Operator and the Client shall each continue to perform all of their respective obligations under this Agreement without interruption or delay.

ARTICLE VII
MISCELLANEOUS

Section 7.4 - Relationship.

The relationship of the Operator to the Client is that of independent contractor for all purposes under this Agreement, including for the purposes of applicable wage, tax, fringe benefit and worker compensation laws. This Agreement is not intended to create, and shall not be construed as creating, between the Operator and the Client, the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

Section 7.5 - Entire Agreement; Amendments.

This Agreement contains the entire agreement between the Client and the Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements between the Operator and the Client related to customer service and billing. This Agreement may be modified only by a written amendment signed by both parties.

Section 7.6 - Headings, Attachments and Exhibits

The headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Schedules, Appendices, attachments and Exhibits (if any) to this Agreement shall be construed as an integral part of this Agreement.

Section 7.7 - Waiver

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

Section 7.8 - Assignment.

This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Operator may assign this Agreement to any party acquiring Operator's Apopka headquarters.

Section7.9 - Force Majeure.

A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such

event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

Section 7.9 - Governing Law and Venue.

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the venue of any action arising from this Agreement shall be in the appropriate State court having competent jurisdiction located in the county where the Client maintains its principal place of operation.

Section 7.11 – Signatory

Both parties executing this Agreement on behalf of the Operator and the Client hereby represent to the other that (s)he has full authority to sign this Agreement and that (s)he has the authority to fully bind the party (s)he purports to represent to the terms and conditions set forth in this Agreement.

Section 7.12 -- Notices.

All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the Operator will be addressed to:

Judy Kimball, CFO
Florida Water Services Corporation
1000 Color Place
Apopka, Florida 32703

with a copy to:

Carlyn Kowalsky, General Counsel
Florida Water Services Corporation
1000 Color Place
Apopka, Florida 32703

Notices required to be given to the Client will be addressed to:

Aqua Utilities Florida, Inc.

762 West Lancaster Avenue

Bryn Mawr, Pennsylvania 19010

Attention: Roy H. Stahl, Esquire

with a copy to: Piper Rudnick LLP

One Liberty Place

1650 Market Street, suite 4900

Philadelphia, Pennsylvania 19103

Attention: Peter J. Tucci, Esquire

Section 7.13 - Severability.

Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first set forth above.

AQUA UTILITIES, FLORIDA, INC

Attest: By:

_____

Its:_____

FLORIDA WATER SERVICES CORPORATION

Attest: By:

_____

Its: _____

SCHEDULE 3.4
BASIC BILLING AND CUSTOMER SERVICE REPORTS

Section 1 — Basic Billing and Customer Services.
In addition to the reports required as described elsewhere in the Agreement pertaining to Basic Billing and Customer Services, the Operator shall submit or make available to the Client, the following reports:

REPORT	CONTENT	REPORTING PERIOD
Aged Account Receivable Report	A summary report listing total accounts receivable balance, current, 30, 60, 90, and 120 day balances	Available once monthly
Closed Account Report	A report listing all accounts closed during the month	Available once monthly
New Connect Report	A report that lists every account that had a meter installed during the current month	Available once monthly
Revenue, Bills, and Consumption Report	A summary report listing the revenues, bills and consumption for the current report	Available once monthly

Schedule 3.6(1)(i)

Company Holidays

Holiday	Day of Week	Date
New Year's Day	Wednesday	January 1, 2003
Memorial Day	Monday	May 26, 2003
Independence Day	**Friday**	**July 4, 2003**
Labor Day	Monday	September 1, 2003
Thanksgiving	Thursday	November 27, 2003
Day after Thanksgiving	Friday	November 28, 2003
Christmas Eve	Wednesday	December 24, 2003
Christmas	Thursday	December 25, 2003
New Year's Day	**Thursday**	**January 1, 2004**

Exhibit 13.13(d)
Condemnation Proceedings

Threatened Condemnation

1. The City of Leesburg has threatened condemnation. Florida Water has rejected the City's offer and will defend against the condemnation

EXHIBIT E

A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

All regulatory assessment fees for Florida Water were paid as part of the closing costs There are no fines or refunds owed.

EXHIBIT F

A statement describing the financing of the purchase.

Aqua Utilities financed the acquisition with equity issued to its ultimate parent, Aqua America, Inc. ("Aqua America"). As with the subsidiaries of Aqua America, which were acquired from AquaSource, the utilities' capital structure is 100 % equity.

EXHIBIT G

A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent of ownership interest in the utility.

None.

EXHIBIT H

The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

Rate base for the Chuluota water and wastewater systems was established by the Commission in Order No. PSC-96-1320-FOF-WS issued 10/30/96 in Docket No. 950495-WS – In re: Application for rate increase and increase in service availability charges by Southern States Utilities, Inc. for Orange-Osceola Utilities, Inc. in Brevard, Charlotte, Citrus, Clay, Collier, Duval, Highlands, Lake, Lee, Marion, Martin, Nassau, Orange, Pasco, Putnam, Seminole, St. Johns, St. Lucie, Volusia, and Washington Counties.

For the net book value of the systems, please refer to Appendix "H-1," attached hereto.

APPENDIX H-1

CHULUOTA

PLANT INVESTMENT - JUNE 30, 2003

	Chuluota	Notes
PLANT		
Plant in Service (including Land)		
Water	4,062,495.88	
Wastewater	2,325,046.48	
General Plant	111,970.27	[1]
	6,499,512.63	
Plant Held for Future Use		
Accumulated Depreciation	(1,185,379.98)	
Net Plant in Service	5,314,132.65	
CWIP	375,583.22	
CIAC	(2,450,097.78)	
CIAC - Amort	328,741.68	
Acquis Adjustment	68,390.24	
Acquis Adjustment - Amort	(32,228.52)	
Meter Inventory		
Extraordinary Abandonment		
FPSC Surcharge	38,949.00	
Certificate Tsfr Invest	**3,643,470.49**	

NOTES:

[1] General Plant does not include any allocated General Plant.

EXHIBIT I

A statement setting forth the reasons for an acquisition adjustment, if one is requested.

Because the purchase price paid by Aqua Utilities Florida, Inc. for the water and wastewater assets of Florida Water Services Corporation located in Florida will be less than original cost, a credit acquisition adjustment will result. Although the purchase price is expected to be approximately 80% of original cost rate base, any potential acquisition adjustment can only be determined after a finding by the Commission of original cost, which will determine the final purchase price.

EXHIBIT J

A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

Copies of Florida Water's federal income tax returns were made available to the Buyer for review at Florida Water's main office.

EXHIBIT K

A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection.

After reasonable investigation, Aqua Utilities has determined that, with the exception of specific items noted below, the systems acquired from Florida Water on June 30, 2004, were and are in satisfactory condition and are in compliance with all applicable standards set by the Florida Department of Environment Protection ("FD EP"), and do not have any outstanding Notices of Violation or Consent Orders with the Florida DEP.

1) By letter dated July 8, 2004, following up on an inspection conducted June 28, 2004, the FDEP directed actions to address blackwater/hydrogen sulfide complaints in the Chuluota Water System (PWS ID #3590186). Aqua Utilities successfully addressed these complaints and continues to investigate their cause and work on short term and long term measures to avoid their recurrence. A report is being prepared by an independent Professional Engineer which may recommend certain capital improvements. At this time, the cost of these improvements is not expected to exceed $100,000.

2) In 2003 the Chuluota Water System exceeded its allocated withdrawal limit from the St. Johns River Water Management District ("SJRWMD"). Anticipating the increased withdrawals due to projected customer growth, Florida Water filed an application in July 2002 for an allocation increase. Florida Water performed aquifer tests and modeling in support of that application. Aqua Utilities continues to seek an increased allocation for the four wells in this system and has filed with SJRWMD a technical report on the aquifer tests. SJRWMD may require additional testing and investigation in support of the allocation application. At this time, costs associated with these tests are not expected to exceed $150,000. Aqua Utilities has also filed a Temporary Consumptive Use Permit ("TCUP") application for withdrawals anticipated to exceed the annual allocation for the system in August, and Aqua Utilities expects to file TCUP applications monthly through the end of 2004 or until an increased allocation is granted.

EXHIBIT L

An affidavit that the notice of actual application was given in accordance with Section 367.045(1), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail.

Exhibit L will be a late-filed exhibit.

EXHIBIT M

An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred.

Exhibit M will be a late-filed exhibit

EXHIBIT N

Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit.

Exhibit N will be a late-filed exhibit.

EXHIBIT O

Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

Each parcel of land that is owned by the utility is identified with a unique parcel identification number ("PIN"). Not every parcel owned by the utility has utility treatment facilities located upon it. Each recorded instrument conveying ownership from Florida Water describes each parcel conveyed by PIN and the full legal description. PINs are not used to identify parcels upon which utility treatment facilities are located: (1) in instances where the utility has other than a fee interest in the parcel (i.e., a lease or easement); and (2) in Florida Water's source deeds (as provided in Appendix "C").

Attached hereto as Appendix "A" is a chart that identifies the service area subject to this application (by county and type of service), the PINs for the utility owned parcels that have utility treatment facilities located upon them, and the recording information for the source deed through which Florida Water took title to the PIN. In instances where the utility's interest in a parcel with utility treatment facilities is less than fee, additional explanatory notes are provided.

Attached hereto as Appendix "B" is a copy of the recorded Special Warranty Deed conveying title to all the parcels (including those with utility treatment facilities) from Florida Water to Aqua Utilities.

Attached hereto as Appendix "C" are copies of the recorded "source deeds" through which Florida Water took ownership of certain parcels including, but not limited to, those with utility treatment facilities. Because of partial conveyances or "carve-outs," during the time Florida Water owned a parcel, legal descriptions provided in source deeds may not match those provided in the conveyance deeds from Florida Water to Aqua Utilities.

APPENDIX A

		PARCEL IDENTIFICATION	UTILITY TREATMENT	SOURCE DEED FOR PIN	
Seminole	Chuluota - water	Parcels 11, 12, 13	water treatment facility	2260/0446, 3722/0838, 1190/1957	
	Chuluota - sewer	Parcels 15, 16	wastewater treatment facility	1359/1870, 1190/1957	

APPENDIX B

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05379 PGS 0647-0656
CLERK'S # 2004108513
RECORDED 07/12/2004 12:44:20 PM
DEED DOC TAX 25,648.00
RECORDING FEES 86.50
RECORDED BY S O'Kelley

This Instrument Prepared by
and Return to:
Barry J. Sobering, Esq.
Attorney For Grantor
SOBERING, WHITE & LUCZAK, P.A.
558 West New England Avenue, Suite 240
Winter Park, FL 32789 407/647-9300

SPECIAL WARRANTY DEED

(Seminole County)

THIS SPECIAL WARRANTY DEED is made, executed and delivered as of the 30th day of June, 2004, by (1) **FLORIDA WATER SERVICES CORPORATION**, a Florida corporation, whose post office address is 1000 Color Place, Apopka, Florida 32703, hereinafter called the "Grantor", to (2) **AQUA UTILITIES FLORIDA, INC.**, a Florida corporation whose post office address is 762 West Lancaster Avenue, Bryn Mawr, PA 19010, hereinafter called the "Grantee":

[Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.]

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto the Grantee, the following described property situate in Seminole County, Florida (the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto of Grantor, if any, belonging or in anywise appertaining to the Property, subject to (1) real estate taxes and assessments for the year 2004 and subsequent years, (2) zoning and other governmental laws, codes, rules, regulations and restrictions, (3) all valid covenants, conditions, restrictions, easements and limitations of record, if any, and the matters set forth on Exhibit B attached hereto and made a part hereof, the reference to shall not operate to reimpose the same.

AND, Grantor does hereby specially warrant the title to said Property only against the lawful claims of persons claiming by, through, or under Grantor, but against no others and subject to the exceptions set forth herein.

TO HAVE AND TO HOLD the Property described in Exhibit A attached hereto in fee simple, subject to the exceptions contained herein.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed in favor of Grantee to be signed in its name, and its corporate seal to be affixed, by its proper officers duly authorized the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

Melissa Maurer
(signature)
Name: Melissa Maurer
(print)

Nancy O. Honsa
(signature)
Name: NANCY O. HONSA
(print)

FLORIDA WATER SERVICES CORPORATION, a Florida corporation

By: Judith J. Kimball
Name: Judith J. Kimball
Title: Vice President

(the "Grantor")

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29th day of June, 2004, by Judith J. Kimball, Vice President of Florida Water Services Corporation, on behalf of the corporation. She is [✓] personally known to me or [ ] she has produced _____ as identification.

NOTARY PUBLIC:
Sign Nancy O. Honsa
Print U
State of Florida at Large
My Commission Expires:

(Seal)
Nancy O. Honsa
MY COMMISSION # DD115486 EXPIRES
July 22, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBITS TO SPECIAL WARRANTY DEED
Exhibit A - Legal Description of Property
Exhibit B - Permitted Encumbrances

Exhibit "A"
Legal Description
SEMINOLE COUNTY

Parcel 1: Intentionally Omitted.

Parcel 2: Intentionally Omitted.

Parcel 3:

Tract A, FLORIDA CENTRAL COMMERCE PARK, according to the plat thereof as recorded in Plat Book 27, Page 53, Public Records of Seminole County, Florida.

Parcel 4:

The North 60 feet of Lot 10, Block A, HARMONY HOMES, according to the plat thereof as recorded in Plat Book 13, Page 35, of the Public Records of Seminole County, Florida.

Parcel 5: Intentionally Omitted.
Parcel 6: Intentionally Omitted.
Parcel 7: Intentionally Omitted.
Parcel 8: Intentionally Omitted.
Parcel 9: Intentionally Omitted.

Parcel 10:

The SW 1/4 of the SE 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4, LESS the SW 1/4 of the SW 1/4 of said NW 1/4, all in Section 20, Township 21 South, Range 32 East, Seminole County, Florida.

Parcel 11:

That part of the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 21 South, Range 32 East, Seminole County, Florida described as follows:

Commence at the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/4, thence N89E50'37"E along North boundary of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 a distance of 981.54 feet to the Point of Beginning, thence continue N89°50'37"E along said line a distance of 346.81, feet to the Northeast corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/4, thence S00°08'19"W along the East boundary of the Northwest 1/4 of the Southeast 1/4 a distance of 151.19 feet, thence S88°55'50"W a distance of 147.95 feet to a point on a curve to the left whose radius point lies S88°55'50"W a distance of 50.00 feet, having a central angle of 138°11'23" and whose chord bears N70°09'51"W a distance of 93.42 feet, thence along

said curve on an arc distance of 120.59 feet to a point of reverse curvature to the right having a radius of 25.00 feet, a central angle of 48°11'23" and whose chord bears S64°50'09"W a distance of 20.41 feet, thence along said curve on an arc distance of 21.03 feet to the point of tangency, thence S88°55'50"W a distance of 93.88 feet, thence N01°12'07"W a distance of 131.71 feet back to the Point of Beginning, Less portion taken for road right of way in Order of Taking recorded in Official Records Book 3941, page 1175, Public Records of Seminole County, Florida.

Less and Except

Commence at the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 21, township 21 South, Range 32 East, Seminole County, Florida and run thence N89°50'37E, along the North boundary thereof 981.54 feet; run thence S01°12'07"E, 4.23 feet to the Point of Beginning; continue S01°12'27"E 127.47 feet; run thence S88°55'50"W 0.03 feet; run thence N01°13'43"W 127.47 feet; run thence N89°54'35"E 0.09 feet to the Point of Beginning.

Also Less

Commence at the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 21 South, Range 32 East, Seminole County, Florida and run thence N89°50'37E, along the North boundary thereof 981.54 feet; run thence S01°12'07"E, 131.71 feet; run thence N88°55'50"E 93.88 feet to the beginning of a curve to the left having a radius of 25.00 feet and a central angle of 48°11'23"; run thence Northeasterly along said curve an arc distance of 21.03 feet to the beginning of a curve to the right having a radius of 50.00 feet and a central angle of 48°12'35"; run thence Northeasterly along said curve an arc distance of 42.07 feet to the Point of Beginning; continue thence along an extension of said curve thru a central angle of 89°59'20" and an arc distance of 78.53 feet; run thence S88°55'50"W 1.19 feet to a point of a curve having a radius of 50.00feet, a central angle of 88°37'39" and whose radius point lies S88°56'06"W; run thence Northwesterly along said curve an arc distance of 77.34 feet to the Point of Beginning.

Parcel 12:

Lot 1, Block 57, TOWN OF NORTH CHULUOTA, according to the plat thereof as recorded in Plat Book 2, Pages 54 through 58, Public Records of Seminole County, Florida.

Parcel 13:

Lot 2, Block 57, TOWNSITE OF NORTH CHULUOTA, according to the plat thereof as recorded in Plat Book 2, Pages 54 through 58, Public Records of Seminole County, Florida.

Parcel 14: Intentionally Omitted

Parcel 15:

Begin at the Southeast corner of Lot 1, Block 74, of TOWNSITE OF NORTH CHULUOTA, as recorded in Plat Book 2, Pages 54 through 58, Public Records of Seminole County, Florida, run thence North along the East line of said Lot 1 and extended to South line of alleyway running through center of Block 67, of said Plat, run thence West along said South line and extended to the center line of old S.R. No. 13, run thence South along said center line to a point 70.00 feet North of North right of way line of 10th Street, run thence East to easterly right of way line of said old S.R. 13, run thence North along said right of way line to a point of intersection within South line of said Lot 1 extended Westerly, run thence East along said South line and extended to P.O.B.

Parcel 16:

Lots 2, 3, 4 and the South 1/2 of the vacated alley adjacent on the North, Block 74, TOWN OF NORTH CHULUOTA, according to the plat thereof as recorded in Plat Book 2, Pages 54 through 58, Public Records of Seminole County, Florida, together with easement from said property in Joe's Pond, according to said plat for the purpose of operation of a sewage disposal plant.

Parcel 17: Intentionally Omitted.

Parcel 18:

Beginning at the northwesterly corner of Block X of Lake Mills Shores, according to Plat Book 11, pages 14 and 15, Public Records of Seminole County, Florida run thence northeasterly along Mill Shore Drive a distance of 15 feet, thence run southeasterly at right angles to said Mill Shore Drive a distance of 55 feet, thence run southwesterly 15 feet to the southwesterly line of said Block X, thence run northwesterly along said southwesterly line 55 feet to the point of beginning.

End of Exhibit "A"
Legal Description

Exhibit "B"
To Special Warranty Deed
SEMINOLE COUNTY

Parcel 1: Intentionally Omitted.

Parcel 2: Intentionally Omitted.

Parcel 3:

1. Intentionally Omitted.

2. Taxes and assessments for the year 2004 and subsequent years:
   Tax Parcel I.D. Number: 06-21-30-510-0A00-0000

3. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

4. Intentionally Omitted.

5. Intentionally Omitted.

6. Matters as shown and noted on the Plat of Florida Central Commerce Park, according to the plat thereof as recorded in Plat Book 27, Pages 53 through 58, Public Records of Seminole County, Florida.

7. Reservation(s) in favor of State of Florida as set forth in deed recorded in Deed Book 125 Page 41, Public Records of Seminole County, Florida.

8. Easement Agreement recorded in Official Records Book 3013, page 1767, Public Records of Seminole County, Florida.

9. Reservation and Reverter contained in Warranty Deed recorded in Official Records Book 1938, Page 702, re-recorded in Official Records Book 1987, Page 1335, as Assigned in Warranty Deed recorded in Official Records Book 2003, Page 655, Public Records of Seminole County, Florida.

Parcel 4:

1. Intentionally Omitted.
2. Taxes and assessments for the year 2004 and subsequent years.

3. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

4. Intentionally Omitted.

5. Intentionally Omitted.

6. Matters as shown and noted on the plat of HARMONY HOMES, according to the plat thereof as recorded in Plat Book 13, Page 35, of the Public Records of Seminole County, Florida.

7. Agreement recorded in Official Records Book 443, page 403, Public Records of Seminole County, Florida.

8. Easement to Florida Power Corporation recorded in Deed Book 150, page 336, Public Records of Seminole County, Florida.

Parcel 5: Intentionally Omitted.

Parcel 6: Intentionally Omitted.

Parcel 7: Intentionally Omitted.

Parcel 8: Intentionally Omitted.

Parcel 9: Intentionally Omitted.

Parcel 10:

1. Intentionally Omitted.

2. Taxes and assessments for the year 2004 and subsequent years.

3. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

4. Intentionally Omitted.

5. Intentionally Omitted.

6. Easement as set forth in Warranty Deed recorded in Official Records Book 191, Page 133, Public Records of Seminole County, Florida.

Parcel 11:

1. Intentionally Omitted.

2. Taxes and assessments for the year 2004 and subsequent years:
Tax Parcel I.D. Number: 21-21-32-300-012A-0000

3. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

4. Intentionally Omitted.

5. Intentionally Omitted.

6. Reservation for an undivided 1/2 interest in all gas, oil and other minerals in, on or under the herein described property as reserved in Warranty Deed recorded in Deed Book 170, page 375, Public Records of Seminole County, Florida.

7. Seminole County Development Order recorded in Official Records Book 4271, Page 532, Public Records of Seminole County, Florida.

Parcel 12:

1. Intentionally Omitted.

2. Taxes and assessments for the year 2004 and subsequent years:
Tax Parcel I.D. Number: 21-21-32-5CF-5700-0010

3. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

4. Intentionally Omitted.

5. Intentionally Omitted.

Parcel 13:

1. Intentionally Omitted.

2. Taxes and assessments for the year 2004 and subsequent years:
Tax Parcel I.D. Number: 21-21-32-5CF-5700-0020

3. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

4. Intentionally Omitted.

5. Intentionally Omitted.

Parcel 14: Intentionally Omitted

Parcel 15:

1. Intentionally Omitted.
2. Taxes and assessments for the year 2004 and subsequent years:
   Tax Parcel I.D. Number: 21-21-32-5CF-7400-0010

3. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

4. Intentionally Omitted.

5. Intentionally Omitted.

Parcel 16:

1. Intentionally Omitted.
2. Taxes and assessments for the year 2004 and subsequent years:
   Tax Parcel I.D. Number: 21-21-32-5CF-7400-0020

3. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

4. Intentionally Omitted.

5. Intentionally Omitted.

Parcel 17: Intentionally Omitted.

Parcel 18:

1. Intentionally Omitted.
2. Taxes and assessments for the year 2004 and subsequent years:
   Tax Parcel I.D. Number: 28-21-32-501-0X01-0000

3. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

4. Intentionally Omitted.

5. Intentionally Omitted.

6. Agreement recorded in Official records Book 212, page 87, Public Records of Seminole County, Florida.

7. Ordinance recorded in Official Records Book 2136, page 1344, Public Records of Seminole County, Florida.

End of Exhibit "B"

APPENDIX C

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED

118499

1991 JAN 25 AM 8:40

OFFICIAL RECORDS BOOK 260 PAGE 0446 SEMINOLE CO. FL.

CORRECTIVE WAPRANTY DEED

THIS CORRECTIVE WARRANTY DEED, made and executed this 5th day of November, 1990, by O.B. YEILDING, individually and as Trustee, hereinafter referred to as "Grantor", to SOUTHERN STATES UTILITIES, INC., a Florida corporation, whose Post Office address is: 1000 Color Place, Apopka, FL 32703, Federal Identification Number is 59-0948672, hereinafter called the "Grantee":

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land ("Property") situate in Seminole County, Florida, to-wit:

Documentary Tax Pd. $ 550 Intangible Tax Pd. $ ____ County Seminole D.C.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

This deed is given for the purpose of correcting the legal description as set forth in that certain Warranty Deed from Grantor to Grantee dated the 22nd day of January, 1986, and recorded the 3rd day of February, 1986, at O.R. Book 1707, Page 814, Public Records of Seminole County, Florida.

The above-described real property does not constitute the residence of the Grantor and, therefore, is not homestead property within the meaning of Article X of the Constitution of the State of Florida.

Ad Valorem Property Tax Identification No. 21-21-32-300-012A-0000-0-6.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land to the 22nd day of January, 1986 and will defend the same against the lawful claims of all persons whomsoever occurring prior to January 22, 1986; and that said land is free of all encumbrances, except taxes; and Easements and Restrictions of record, but reference hereto shall not serve to reimpose same.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Alexander C. Mackinnon

Janet L. Beutell

O. B. Yeilding L.S.
O. B. YEILDING, individually and as Trustee

This instrument prepared by:
ALEXANDER C. MACKINNON, ESQ.
SMITH &, MACKINNON, P.A.
Post Office Box 2254
Orlando, FL 32802-2254
(03-3053-22)

RETURN TO:

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared O. B. YEILDING individually and as Trustee, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of ~~August~~ November, 1990.

OFFICIAL RE CRDS
BOOK
PAGE
2260 0447
SEMINOLE CO. FL.

Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 2, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

NOTARY PUBLIC STATE OF FLORIDA

EXHIBIT "A"

That part of the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 21 South, Range 32 East, Seminole County, Florida described as follows:

Commence at the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/4, thence N 89°50'37"E along North Boundary of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 a distance of 981.54 feet to the Point of Beginning, thence continue N 89°50'37"E along said line a distance of 346.81, feet to the Northeast corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/4, thence S 00°08'1[illegible]"W along the East Boundary of the Northwest 1/4 of the Southeast 1/4 a distance of 151.19 feet, thence S 88°55'50"W a distance of 147.95 feet to a point on a curve to the left whose radius point lies S 88°55'50"W a distance of 50.00 feet, having a central angle of 138°11'23" and whose chord bears N 70°09'51"W a distance of 93.42 feet, thence along said curve on an arc distance of 120.59 feet to a point of reverse curvature to the right having a radius of 25.00 feet, a central angle of 48°11'23" and whose chord bears S 64°50'09"W a distance of 20.41 feet, thence along said curve on an arc distance of 21.03 feet to the point of tangency, thence S 88°55'50"W a distance of 93.88 feet, thence N 01°12'07"W a distance of 131.71 feet back to the Point of Beginning.

SEMINOLE CO. FL
2260 0448
OFFICIAL RECORDS BOOK PAGE

sm ssu\yield.lg3

S In & Ret Land Title
139 King St.
St. Augustine, FL 32084
File # L-17630

MARYANNE MORSE
CLERK OF CIRCUIT COURT
433797

Prepared by: J. Russell Collins
Land Title of America Group
139 King Street
St. Augustine, Florida 32084
File No.: L17630

[Space Above This Line for Recording Data]

Parcel I.D. No.: 21-21-32-5"CF"-5700-0010

WARRANTY DEED

1 DOT

This Indenture made this 15th day of July, 1999 BETWEEN EILEEN D. BARCLAY, VADA M. KOVOLSKI, BETTY J. HARTLEY and EDGAR L. COOKSEY, GRANTOR*, whose post office address is 1600 Woodlawn Road St. Augustine, Florida 32085, and FLORIDA WATER SERVICES CORPORATION, a Florida corporation, GRANTEE*, whose post office address is 1000 Color Place, Apopka, Florida 32703.

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
SEP 10 PM 3:38

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in the County of Seminole, State of Florida, to-wit:

Lot 1, Block 57, TOWN OF NORTH CHULUOTA, as recorded in Plat Book 2, Page 56, Public Records of Seminole County, Florida.

SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS and RESERVATIONS of record, if any; However, this reference does not operate to reimpose same: SUBJECT TO Zoning Ordinances that may affect subject property; SUBJECT TO Taxes for the year 1999 and Subsequent Years.

3722
SEMINOLE COUNTY
OFFICIAL RECORDS
BOOK
PAGES

THE GRANTOR WARRANTS THAT THE ABOVE DESCRIBED PROPERTY IS NOT THE GRANTOR'S HOMESTEAD AS THAT TERM IS DEFINED PURSUANT TO ARTICLE X, SECTION 4, CONSTITUTION OF THE STATE OF FLORIDA BECAUSE NEITHER THE GRANTOR NOR ANY DEPENDENTS OF GRANTOR RESIDE ON THE ABOVE DESCRIBED REAL PROPERTY OR UPON ANY REAL PROPERTY CONTIGUOUS THERETO.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

WITNESSES

Typed Name: J. RUSSELL COLLINS

Typed Name: JENNIFER P. PRICE

Eileen D. Barclay
EILEEN D. BARCLAY

Vada M. Kovolski
VADA M. KOVOLSKI

Betty J. Hartley
BETTY J. HARTLEY

Edgar L. Cooksey
EDGAR L. COOKSEY

COUNTY OF ST. JOHNS
STATE OF FLORIDA

THE FOREGOING INSTRUMENT was acknowledged before me on July 15th, 1999 by EILEEN D. BARCLAY, VADA M. KOVOLSKI, BETTY J. HARTLEY and EDGAR L. COOKSEY who are personally known to me or have produced their Driver's Licenses as identification.

[Seal] J. RUSSELL COLLINS
Notary Public, State of Florida
My Comm. expires April 5, 2000
Comm. No. CC544486

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
Name: J. RUSSELL COLLINS
COMMISSION EXPIRATION:

Documentary Tax Pd. $ 210.00
$ — Intangible Tax Pd.
Maryanne Morse, Clerk Seminole
County By: D.C.

WARRANTY DEED
FROM CORPORATION TO CORPORATION

1190 357

RAMCO FORM 33A

This Warranty Deed Made and executed the 5th day of October A. D. 1978 by CENTRAL FLORIDA UTILITIES, INC.

a corporation existing under the laws of Florida, and having its principal place of business at 3720 N. Orange Blossom Trail, Orlando, Florida, hereinafter called the grantor, to SOUTHERN STATES UTILITIES, INC.

a corporation existing under the laws of the State of Florida, with its permanent postoffice address at 1450 N.E. 123rd Street, North Miami, Florida, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Seminole County, Florida, viz:

(See Attachment)

DOCUMENTARY SURTAX
FLORIDA
OCT 1978
55.00

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 1978
150.00

OCT 5 2 55 PM '78

0469304

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances

(CORPORATE SEAL)

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: David A. Stewart Asst. Secretary

CENTRAL FLORIDA UTILITIES, INC.

Signed, sealed and delivered in the presence of:

Charles R. Ford

By George H. Stewart President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared George H. Stewart and David A. Stewart

well known to me to be the President and Asst. Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, A.D. 1978

Notary Public
My Commission Expires:

This instrument prepared by: A. Franklin Berry, Jr., Attorney at Law
132 East Colonial Drive, Suite 316, Orlando, Florida 32801

1190 :958

BOOK PAGE
SEMINOLE COUNTY
FLORIDA

Attachment to Warranty Deed

Parcel A

Lot 2, Block 57, the Townsite of Chuluota according to plat thereof recorded in Plat Book 2, pages 54 to 58 inclusive, public records of Seminole County, Florida.

Parcel B

Lot 16, Block "A", DOL-RAY MANOR according to the plat thereof as recorded in Plat Book 11, page 98, public records of Seminole County, Florida.

The above described property shall only be used for a water well and necessary plant equipment for the operation of a water plant.

Parcel C

Begin at the intersection of the northerly extension of the West line of Lot 8, Block 20, and the easterly extension of the South line of Lot 16, Block 16, of the Townsite of North Chuluota, according to Plat Book 2, pages 54-58, public records of Seminole County, thence run easterly parallel to the North line of said Block 20, 200 feet, thence run North to the North line of the SE 1/4 of the SE 1/4 of Section 21, Township 21 South, Range 32 East, thence run West along said North line 200 feet, thence South to point of beginning.

@ 1707/813
SSU to
Yielding Investor

Parcel D

The East 50 feet of Lot 12, Block "B" of BRETTON WOODS, according to the plat thereof as recorded in Plat Book 11, Page 25, public records of Seminole County, Florida, LESS so much as used for right-of-way purposes in the Northeast corner of said lot by agreement filed in Official Records Book 591, Page 626, and in Official Records Book 593, Page 680 of the Public Records of Seminole County, Florida.

The Grantors reserve unto themselves, their heirs and assigns an ingress and egress easement over the South 10 feet of the above described property.

The above described property is to be used for a water system only.

All parcels are subject to all easements, rights of way and restrictions of record which do not affect its present use or at the present time the Grantee's intended use of the land.

Parcel E

Lots 2, 3, and 4, Block 74, TOWNSITE OF NORTH CHULUOTA, according to the Plat thereof as recorded in Plat Book 2, Page 54 thru 58 of the Public Records of Seminole County, Florida, together with easement from said property in Joe's Pond according to said plat for the purpose of operation of a sewage disposal plant.

Parcel F

Beginning at the Northwesterly corner of Block "X", LAKE MILLS SHORES according to the plat thereof as recorded in Plat Book 11, Pages 14 and 15 of the Public Records of Seminole County, Florida, run thence Northeasterly along MILL SHORE DRIVE a distance of 15 feet; thence run Southeasterly at right angles to said

MILL SHORE DRIVE a distance of 55-feet; thence run Southwesterly 15 feet to the Southwesterly line of said Block "X"; thence run Northwesterly along said Southwesterly line 55 feet to the point of beginning.

1190 1959

BOOK
SEMINOLE COUNTY
FLORIDA

OFFICIAL RECORDS

WARRANTY DEED
(FROM CORPORATION TO CORPORATION)

1359 1870

MAMCO FORM 35½

SEMINOLE CO. FL

Warranty Deed

This Indenture, *Made, this* 23rd *day of* September *, A. D. 19*81*,*

BETWEEN VISUAL ARTS PRODUCTIONS, INC.,

, a corporation

existing under the laws of the State of Florida *, having its principal place of*

business in the County of Orange, *and State of* Florida

and lawfully authorized to transact business in the State of Florida, party of the first part, and

SOUTHERN STATES UTILITIES, INC.,

a corporation existing under the laws of the State of Florida *, having its*

principal place of business in the County of Dade *and State of* Florida *,*

and lawfully authorized to transact business in the State of Florida, party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of
TEN AND NO/100 ----------

Dollars

to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Seminole,

and State of Florida, to-wit:

Begin at SE corner of Lot 1, Block 74, of TOWNSITE OF NORTH CHULUOTA as recorded in Plat Book 2, Pages 54-58, Public Records of Seminole County, Florida, run thence North along East line of said Lot 1 and extend to South line of alleyway running through center of Block 67 of said Plat, run thence West along said South line and extended to the center line of old S.R. No. 13, run thence South along said center line to a point 70.00 feet North of North right of way line of 10th Street, run thence East to easterly right of way line of said old S.R. 13, run thence North along said right of way line to a point of intersection within South line of said Lot 1 extended Westerly, run thence East along said South line and extend to P.O.B.

SUBJECT TO:
1. Taxes for the year 1981 and subsequent years thereafter.
2. Matters appearing on the Plat of Townsite of North Chuluota as recorded in Plat Book 2, Pages 54-58, Public Records of Seminole County, Florida.
3. Littoral and riparian rights, if any, in unnamed Pond on said property.

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT OF REVENUE 0045

8 3 35 PM '81

031397

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This Instrument prepared by:
Address

[redacted]

Southern States Utilities
1000 W Colonial Dr
Apopka FL 32703

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

VISUAL ARTS PRODUCTIONS, INC.

Attest: Ruth E. Weidenheimer Secretary. By Jean E. Anders President.

Signed, sealed and delivered in the presence of us:

Susan P. Llewellyn

Mable E. Johnson

State of Florida,

County of SEMINOLE

I Hereby Certify, that on this 23rd day of September A. D. 19 81, before me personally appeared JEAN E. ANDERS and RUTH E. WEIDENHEIMER President and Treasurer respectively of VISUAL ARTS PRODUCTIONS, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal at Oviedo in the County of Seminole and State of Florida, the day and year last aforesaid.

Mable E. Johnson (Seal)
Notary Public, State of Florida

My Commission Expires:
Notary Public, State Of Florida At Large
My Commission Expires Dec. 11, 1982
Bonded By Reserve Insurance Co.

OFFICIAL RECORDS BOOK 1359 PAGE 1871 SEMINOLE CO. FL.

Entered

ABSTRACT OF DESCRIPTION

TO

FROM

Warranty Deed

(FROM CORPORATION TO CORPORATION)

RANCO FORM 35%

EXHIBIT P

The Original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems that are being acquired, are attached hereto.

Attached are the existing tariffs for the systems being acquired, including the existing rates and charges and the territory descriptions of the water and/or wastewater systems.

WATER TARIFF

AQUA UTILITIES FLORIDA, INC.

6960 Professional Parkway, E.
Suite 400
Sarasota, FL 34240

FILED WITH

THE FLORIDA PUBLIC SERVICE COMMISSION

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SUMMARY OF TERRITORY SERVED

Plant Name	County Name	Cert. No.	Order Number	Order Issued	Docket Number	Filing Type
Amelia Island	Nassau	171-W	19393	05/31/88	870571-WS	Transfer
Apple Valley	Seminole	279-W	0414	03/27/95	930130-WS	Additional Territory
Apple Valley	Seminole	279-W	9843	03/03/81	780952-W	Additional Territory
Apple Valley	Seminole	279-W	9843	03/03/81	780813-WS	Additional Territory
Apple Valley	Seminole	279-W	9843	03/03/81	780727-W(EX)	Additional Territory
Apple Valley	Seminole	279-W	7713	03/24/77	760768-WS(EX)	Additional Territory
Apple Valley	Seminole	279-W	7588	01/17/77	750760-W	Original Certificate
Bay Lake Estates	Osceola	066-W	19192	04/20/88	871139-WU	Trnsfr: Add'l. Terr.
Beacon Hills	Duval	177-W	18512	12/08/87	851092-WS	Additional Territory
Beacon Hills	Duval	177-W	16377	07/18/86	860404-WS	Additional Territory
Beacon Hills	Duval	177-W	10836	06/03/82	810469-WS(TC)	Trnsfr; Add'l. Terr.
Beecher's Point	Putnam	076-W	1293	09/07/93	930443-WS	Additional Territory
Beecher's Point	Putnam	076-W	20469	12/20/88	880292-WS	Trnsfr: Add'l. Terr.
Buenaventura Lakes	Osceola	066-W	1325	10/31/95	941151-WS	Trnsfr; Add'l. Terr.
Burnt Store	Charlotte/Lee	306-W	PSC-00-0279-FOF-WS	02/10/00	990945-WS	Additional Territory
Burnt Store	Charlotte/Lee	306-W	PSC-97-0932-S-WS	08/05/97	960907-WS	Additional Territory
Burnt Store	Charlotte/Lee	306-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Burnt Store	Charlotte/Lee	306-W	PSC-93-0500-FOF-WS	04/05/93	930086-WS	Corp. Reorg.
Burnt Store	Charlotte/Lee	306-W	24411	04/22/91	900969-WS	Additional Territory
Burnt Store	Charlotte/Lee	306-W	21632	07/31/89	881340-WS	Transfer
Burnt Store	Charlotte/Lee	306-W	8334	06/05/78	770391-W	Original Certificate
Carlton Village	Lake	106-W	8075	12/02/77	770578-W(TC)	Trnsfr; Add'l. Terr.
Chuluota	Seminole	279-W	PSC-00-0734-FOF-WS	04/14/00	980657-WS	Territory Amentment
Chuluota	Seminole	279-W	PSC-95-0414-FOF-WS	03/27/95	930130-WS	Additional Territory
Chuluota	Seminole	279-W	16162	05/28/86	860585-WS	Additional Territory
Chuluota	Seminole	279-W	9988	05/05/81	780278-WS(TC)	Trnsfr; Terr. Amend.
Citrus Park	Marion	373-W	16108	05/13/86	850976-WS	Transfer
Deep Creek	Charlotte	570-W	PSC-00-0575-PAA-WS	03/22/00	980261-WS	Territory Amend.
Deep Creek	Charlotte	570-W	PSC-95-1164-FOF-WS	09/20/95	941301-WS	Grandfather Cert.

SUMMARY OF TERRITORY SERVED (Cont.)

Plant Name	County	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Deltona	Volusia	238-W	98-1560	11/23/98	980750-WS	Correction of Terr.
Deltona	Volusia	238-W	1449	10/04/93	930153-WS	Add & Delete Terr.
Deltona	Volusia	238-W	25575	01/07/92	910662-WS	Corp. Reorg.
Deltona Utilities	Volusia	047-W	22307	12/12/89	881501-WS	Trnsfr. Org. Control
Deltona Utilities	Volusia	047-W	21297	05/30/89	890464-WS	Additional Territory
Deltona Utilities	Volusia	047-W	20417	12/05/88	881172-WU	Additional Territory
Deltona Utilities	Volusia	047-W	14811	08/29/85	850187-WS	Additional Territory
Deltona Utilities	Volusia	047-W	9452	07/16/80	800489-W	Additional Territory
Deltona Utilities	Volusia	047-W	9377	05/21/80	790324-WS(TC)	Trnsfr. to Subsidiary
Deltona Utilities	Volusia	047-W	8957	07/16/79	780849-W(EX)	Additional Territory
Deltona Utilities	Volusia	047-W	8352	06/12/78	770912-W(EX)	Additional Territory
Deltona Utilities	Volusia	047-W	8298	05/05/78	770548-W(EX)	Additional Territory
Deltona Utilities	Volusia	047-W	7873	06/28/77	760925-W(EX)	Additional Territory
Deltona Utilities	Volusia	047-W	7637	02/10/77	760828-W(EX)	Additional Territory
Deltona Utilities	Volusia	047-W	6713-A	11/02/76	74041-W(EX)	Correction
Deltona Utilities	Volusia	047-W	7451	09/27/76	760524-W(EX)	Additional Territory
Deltona Utilities	Volusia	047-W	6713	06/11/75	74041-W(EX)	Additional Territory
Deltona Utilities	Volusia	107-WS	4771	10/09/69	69296-W	Original Certificate
Dol Ray Manor	Seminole	279-W	0414	03/27/95	930130-WS	Additional Territory
Dol Ray Manor	Seminole	279-W	9988	05/05/81	780278-WS(TC)	Trnsfr; Terr. Amend.
Druid Hills	Orange	084-W	0567	05/08/95	930439-WS	Additional Territory
Druid Hills	Seminole	279-W	0414	03/27/95	930130-WS	Additional Territory
Druid Hills	Seminole	279-W	9988	05/05/81	780278-WS(TC)	Trnsfr; Terr. Amend.
E Lake Harris Estates	Lake	106-W	8144	01/25/78	770579-W(TC)	Trnsfr; Add'l. Terr.
Fern Park	Seminole	279-W	0414	03/27/95	930130-WS	Additional Territory
Fern Park	Seminole	279-W	7588	01/17/77	750760-W	Original Certificate
Fern Terrace	Lake	106-W	1150	08/09/93	930129-WU	Additional Territory
Fern Terrace	Lake	106-W	5595	12/07/72	C-72505-W	Original Certificate
Fisherman's Haven	Martin	368-W	0992-A	08/30/94	930699-WS	Additional Territory
Fisherman's Haven	Martin	368-W	21758	08/21/89	881502-WS	Trnsfr; Add'l. Terr.
Fountains	Osceola	066-W	0458	06/05/92	911212-WU	Additional Territory
Fox Run	Martin	368-W	0992-A	08/30/94	930699-WS	Additional Territory
Fox Run	Martin	368-W	0992	08/16/94	930699-WS	Additional Territory
Fox Run	Martin	368-W	19860-A	09/13/88	880294-WS	Correction
Fox Run	Martin	368-W	19860	08/22/88	880294-WS	Trnsfr; Add'l. Terr.
Friendly Center	Not required at time of acquisition.					
Geneva Lake Estates	Bradford	554-W	0713	05/10/93	921264-WU	Grandfather Cert.

SUMMARY OF TERRITORY SERVED (Cont.)

Plant Name	County Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Grand Terrace	Lake	106-W	24230	03/12/91	900702-WU	Additional Territory
Grand Terrace	Lake	106-W	23656	10/23/90	891320-WU	Trnsfr: Add'l. Terr.
Harmony Homes	Seminole	279-W	7588	01/17/77	750760-W	Original Certificate
Hermits Cove	Putnam	076-W	13519	07/17/84	840023-WU	Trnsfr; Add'l. Terr.
Hobby Hills	Lake	106-W	1150	08/09/93	930129-WU	Additional Territory
Hobby Hills	Lake	106-W	8076	12/02/77	770577-W(TC)	Trnsfr: Add'l. Terr.
Holiday Haven	Lake	106-W	1150	08/09/93	930129-WU	Additional Territory
Holiday Haven	Lake	106-W	20869	03/09/89	880605-WS	Trnsfr; Add'l. Terr.
Imperial Mobile Terrace	Lake	106-W	1306	09/08/93	930129-WU	Additional Territory
Imperial Mobile Terrace	Lake	106-W	21636	07/31/89	890348-WU	Trnsfr: Add'l. Terr.
Intercession City	Osceola	066-W	7512	11/16/76	760628-W(TC)	Transfer
Interlachen Lake Est.	Putnam	076-W	1293	09/07/93	930443-WS	Additional Territory
Interlachen Lake Est.	Putnam	076-W	14059	02/05/85	840359-WS	Trnsfr: Add'l. Terr.
Jungle Den	Volusia	238-W	1449	10/04/93	930153-WS	Additional Territory
Jungle Den	Volusia	238-W	20869	03/09/89	880605-WS	Trnsfr; Add'l. Terr.
Keystone Club Estates	Bradford	554-W	0713	05/10/93	921264-WU	Grandfather Cert.
Keystone Heights	Clay	003-W	15598	01/28/86	850552-WU	Transfer
Kingswood	Brevard	002-W	19505	06/16/88	880206-WU	Transfer
Lake Ajay Estates	Osceola	066-W	21200	05/08/89	881200-WU	Trnsfr; Add'l. Terr.
Lake Brantley	Seminole	279-W	0414	03/27/95	930130-WS	Additional Territory
Lake Brantley	Seminole	279-W	7588	01/17/77	750760-W	Original Certificate
Lake Harriet Estates	Seminole	279-W	0414	03/27/95	930130-WS	Additional Territory
Lake Harriet Estates	Seminole	279-W	7588	01/17/77	750760-W	Original Certificate
Lakeview Villas	Clay	003-W	22915	05/09/90	891317-WU	Trnsfr; Add'l. Terr.
Lehigh	Lee	306-W	0500	04/05/93	930086-WS	Corp. Reorg.
Lehigh Utilities	Lee	9-W	25391	11/25/91	910781-WS	Trsnfr. Org. Control
Lehigh Utilities	Lee	9-W	12167	06/23/83	830240-WS(EX)	Additional Territory
Lehigh Utilities	Lee	9-W	4937	09/08/70	70164-W	Original Certificate
Leilani Heights	Martin	368-W	99-0430	03/03/99	990086-WS	Correction of Dscrptn.
Leilani Heights	Martin	368-W	0992-A	08/30/94	930699-WS	Additional Territory
Leilani Heights	Martin	368-W	0992	08/16/94	930699-WS	Additional Territory
Leilani Heights	Martin	368-W	11246	10/14/82	810064-WS(CR)	Original Certificate

SUMMARY OF TERRITORY SERVED (Cont.)

Plant Name	County Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Leisure Lakes (Covered Bridge)	Highlands	422-W	22916	05/09/90	891250-WS	Transfer
Marion Oaks	Marion	373-W	PSC-99-2191-FOF-WS	11/08/99	980467-WS	Additional Territory
Marion Oaks	Marion	373-W	PSC-99-1915-FOF-WS	09/27/99	980467-WS	Additional Territory
Marion Oaks	Marion	373-W	25575	01/07/92	910662-WS	Corp. Reorg.
Marion Oaks Utilities	Marion	379-W	22307	12/12/89	881501-WS	Trnsfr. Org. Control
Marion Oaks Utilities	Marion	379-W	15878	03/24/86	860215-WU	Additional Territory
Marion Oaks Utilities	Marion	379-W	11474	12/29/82	820424-WS	Original Certificate
Meredith Manor	Seminole	279-W	PSC-95-0414-FOF-WS	03/27/95	930130-WS	Additional Territory
Meredith Manor	Seminole	279-W	7891	07/07/77	770434-W(TC)	Trnsfr; Add'l. Terr.
Morningview	Lake	106-W	8299	05/05/78	780057-WS(TC)	Trnsfr; Add'l. Terr.
Oakwood	Brevard	002-W	PSC-94-1011-FOF-WU	08/22/94	930737-WU	Additional Territory
Oakwood	Brevard	002-W	19505	06/16/88	880206-WU	Transfer
Palisades Country Club	Lake	106-W	PSC-01-2501-FOF-WU	12/21/01	991666-WU	Additional Territory
Palisades Country Club	Lake	106-W	24792	07/10/91	910394-WU	Additional Territory
Palm Port	Putnam	076-W	PSC-93-1293-FOF-WS	09/07/93	930443-WS	Additional Territory
Palm Port	Putnam	076-W	9845-A	04/07/81	800368-WS(MC)	Correction
Palm Port	Putnam	076-W	9845	03/03/81	800368-WS(TC)	Trnsfr; Add'l. Terr.
Palm Terrace	Pasco	209-W	21146	04/28/89	890202-WS	Additional Territory
Palm Terrace	Pasco	209-W	20140	10/10/88	880472-WS	Trnsfr; Add'l. Terr.
Palm Valley	St. Johns	562-W	PSC-94-0519-FOF-WU	04/29/94	931113-WU	Grandfather Cert.
Palms Mobile Home Park	Not required at time of acquisition.					
Park Manor	Putnam	076-W	13844	11/09/84	840395-WU	Additional Territory
Picciola Island	Lake	106-W	PSC-93-1150-FOF-WU	08/09/93	930129-WU	Additional Territory
Picciola Island	Lake	106-W	9988	05/05/81	780278-W(TC)	Trnsfr; Add'l. Terr.
Pine Ridge Estates	Osceola	066-W	PSC-92-0004-FOF-WU	03/03/92	910831-WU	Additional Territory
Pine Ridge Estates	Osceola	066-W	17031	12/30/86	860043-WU	Trnsfr; Add'l. Terr.

SUMMARY OF TERRITORY SERVED (Cont.)

Plant Name	County Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Piney Woods	Lake	106-W	1150	08/09/93	930129-WU	Additional Territory
Piney Woods	Lake	106-W	5595	12/07/72	C-72505-W	Original Certificate
Pomona Park	Putnam	076-W	9907	03/31/81	800638-W(TC)	Trnsfr; Add'l. Terr.
Postmaster Village	Clay	003-W	0071	01/21/94	930744-WU	Additional Territory
Postmaster Village	Clay	003-W	17359	04/03/87	861370-WU	Trnsfr; Add'l. Terr.
Quail Ridge	Lake	106-W	23505	09/18/90	900556-WU	Trnsfr; Add'l. Terr.
Remington Forest	St. Johns	562-W	0519	04/29/94	931113-WU	Grandfather Cert.
River Grove	Putnam	076-W	9389	05/23/80	791040-W	Transfer
Salt Springs	Marion	373-W	1314	09/09/93	930412-WS	Additional Territory
Salt Springs	Marion	373-W	16108	05/13/86	850976-WS	Transfer
Samira Villas	Marion	373-W	22968	05/22/90	891318-WU	Transfer
Saratoga Harbour	Putnam	076-W	1293	09/07/93	930443-WS	Additional Territory
Saratoga Harbour	Putnam	076-W	13519	07/17/84	840023-WU	Trnsfr; Add'l. Terr.
Silver Lake Estates	Lake	106-W	PSC-03-1235-FOF-WU	11/03/03	021137-WU	Additional Territory
Silver Lake Estates	Lake	106-W	PSC-02-1427-FOF-WU	10/18/02	990054-WU	Add, Delete Terr.
Silver Lake Estates	Lake	106-W	0754-A	06/07/93	921044-WU	Correction
Silver Lake Estates	Lake	106-W	0754	05/18/93	921044-WU	Additional Territory
Silver Lake Estates	Lake	106-W	23459	09/11/90	900227-WU	Additional Territory
Silver Lake Estates	Lake	106-W	20647	01/24/89	881011-WU	Trnsfr; Add'l. Terr.
Silver Lake Oaks	Putnam	076-W	23397	08/23/90	891187-WS	Trnsfr; Add'l. Terr.
Skycrest	Lake	106-W	1150	08/09/93	930129-WU	Additional Territory
Skycrest	Lake	106-W	5595	12/07/72	C-72505-W	Original Certificate

SUMMARY OF TERRITORY SERVED (Cont.)

Plant Name	County Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Spruce Creek	Marion/Sumter	373-W	PSC-01-2311-PAA-WS	11/26/01	001122-WS	Transfer
Spruce Creek	Marion/Sumter	511-W	PSC-00-2256-FOF-WS	11/28/00	000732-WS	Territory Amend.
Spruce Creek	Marion/Sumter	511-W	PSC-98-1208-FOF-WS	09/09/98	980238-WS	Transfer
Spruce Creek	Marion/Sumter	511-W	PSC-98-0380-FOF-WS	03/10/98	971404-WS	Territory Amend.
Spruce Creek	Marion/Sumter	511-W	PSC-96-1484-FOF-WS	12/04/96	960134-WS	Amend. & Consolid.
Spruce Creek	Marion/Sumter	511-W	PSC-96-1105-FOF-WS	08/29/96	960699-WS	Territory Amend.
Spruce Creek	Marion/Sumter	511-W	PSC-96-0958-FOF-WS	07/24/96	960380-WS	Territory Amend.
Spruce Creek	Marion/Sumter	511-W	PSC-95-1226-FOF-WU	10/03/95	950713-WU	Name Change
Spruce Creek	Marion/Sumter	511-W	20933	03/24/89	881597-WS	Original
St. Johns Highlands	Putnam	076-W	14059	02/05/85	840359-WS	Trnsfr; Add'l. Terr.
Stone Mountain	Lake	106-W	15295	10/25/85	850695-WU	Additional Territory
Stonecrest	Marion	373-W	PSC-02-0485-PAA-WS	04/08/02	010119-WS	Transfer
Stonecrest	Marion	515-W	PSC-97-1508-FOF-WS	11/26/97	970897-WS	Amendment
Stonecrest	Marion	515-W	21063	04/18/89	890145-WS	Original Certificate
Sunny Hills	Washington	501-W	25575	01/07/92	910662-WS	Corp. Reorg.
Sunny Hills Utilities	Washington	501-W	22307	12/12/89	881501-WS	Trnsfr. Org. Control
Sunny Hills Utilities	Washington	501-W	18902	02/22/88	870984-WS	Original Certificate
Sunshine Parkway	Lake	106-W	0569	05/08/95	950163-WS	Additional Territory
Sunshine Parkway	Lake	106-W	1150	08/09/93	930129-WU	Additional Territory
Sunshine Parkway	Lake	106-W	17180	02/11/87	861177-WS	Trnsfr; Add'l. Terr.

SUMMARY OF TERRITORY SERVED (Cont.)

Plant Name	County Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Tangerine	Orange	084-W	PSC-00-1515-PAA-WU	08/21/00	000333-WU	Transfer
Tangerine	Orange	096-W	9568	09/26/80	800048-W (EX)	Extension of Cert.
Tangerine	Orange	096-W	5446	06/08/72	71559-W	Original Certificate
Tomoka	Volusia	238-W	PSC-00-1659-PAA-WU	09/18/00	000334-WU	Transfer
Tomoka	Volusia	081-W	5397	05/02/72	71583-W	Original Certificate
Tropical Park	Osceola	066-W	PSC-94-1427-FOF-WU	11/21/94	930437-WU	Additional Territory
Tropical Park	Osceola	066-W	9883	03/17/81	790097-W(TC)	Trnsfr; Add'l. Terr.
Valencia Terrace	Lake	106-W	0268	02/28/95	940091-WS	Trnsfr; Add'l. Terr.
Venetian Village	Lake	106-W	1150	08/09/93	930129-WU	Additional Territory
Venetian Village	Lake	106-W	10109-A	07/31/81	800636-WS(MC)	Correctn; Add'l. Terr.
Venetian Village	Lake	106-W	10109	06/29/81	800636-WS(TC)	Transfer
Welaka	Putnam	076-W	13519	07/17/84	840023-WU	Trnsfr: Add'l. Terr.
Western Shores	Lake	106-W	0754-A	06/07/93	921044-WU	Correction
Western Shores	Lake	106-W	0754	05/18/93	921044-WU	Additional Territory
Western Shores	Lake	106-W	9688	12/10/80	791043-W(TC)	Supplement Order
Western Shores	Lake	106-W	9483	08/05/80	791043-W	Trnsfr; Add'l. Terr.
Windsong	Osceola	066-W	17031	12/30/86	860043-WU	Trnsfr; Add'l. Terr.
Woodmere	Duval	177-W	9909	03/31/81	810029-WS(TC)	Transfer
Wootens	Putnam	076-W	1293	09/07/93	930443-WS	Additional Territory
Wootens	Putnam	076-W	13519	07/17/84	840023-WU	Trnsfr; Add'l. Terr.
Zephyr Shores	Pasco	209-W	18243	10/05/87	870572-WS	Transfer

SUMMARY OF COMMUNITIES SERVED

Plant Name	County	Development Name
Amelia Island	Nassau	Amelia Island
Apple Valley	Seminole	Apple Valley/Sanlando
Apple Valley	Seminole	Robin Hills
Apple Valley	Seminole	Sanlando Estates
Apple Valley	Seminole	Victoria Park
Bay Lake Estates	Osceola	Bay Lake Estates
Beacon Hills	Duval	Beacon Hills
Beecher's Point	Putnam	Riverbend
Buenaventura Lakes	Osceola	Buenaventura Lakes
Burnt Store	Charlotte/Lee	Burnt Store
Carlton Village	Lake	Carlton Village
Chuluota	Seminole	Chuluota
Citrus Park	Marion	Citrus Park
Citrus Park	Marion	Courtney Plaza
Citrus Park	Marion	Shadow Wood
Deep Creek	Charlotte	Punta Gorda Isles Section 20
Deep Creek	Charlotte	Punta Gorda Isles Section 23
Deltona	Volusia	Deltona Lakes
Deltona	Volusia	Enterprise
Deltona	Volusia	Enterprise Elementary School
Deltona	Volusia	Florida Lakes Park
Deltona	Volusia	Orange City Estate
Dol Ray Manor	Seminole	Dol Ray Manor

SUMMARY OF COMMUNITIES SERVED (Cont.)

Plant Name	County Name	Development Name
Druid Hills	Orange	Druid Hills
Druid Hills	Seminole	Bretton Woods
Druid Hills	Seminole	Druid Hill Park
Druid Hills	Seminole	Hidden Estates
East Lake Harris Estates	Lake	East Lake Harris Estates
Fern Park	Seminole	Fern Park
Fern Park	Seminole	Prairie Lake Heights
Fern Park	Seminole	Prairie Lake Manor
Fern Terrace	Lake	Fern Terrace
Fisherman's Haven	Martin	Fisherman's Haven
Fountains	Osceola	Fountains
Fox Run	Martin	Fox Run
Friendly Center	Lake	Friendly Center
Geneva Lake Estates	Bradford	Geneva Lake Estates
Grand Terrace	Lake	Grand Terrace
Harmony Homes	Seminole	Harmony Homes
Hermits Cove	Putnam	Hermits Cove
Hobby Hills	Lake	Hobby Hills
Holiday Haven	Lake	Holiday Haven
Imperial Mobile Terrace	Lake	Imperial Mobile Terrace
Intercession City	Osceola	Intercession City
Interlachen Lake Estates	Putnam	Interlachen Lake Estates
Jungle Den	Volusia	Jungle Den

SUMMARY OF COMMUNITIES SERVED (Cont.)

Plant Name	County Name	Development Name
Keystone Club Estates	Bradford	Keystone Club Estates
Keystone Heights	Clay	Keystone Heights
Kingswood	Brevard	Kingswood
Lake Ajay Estates	Osceola	Lake Ajay Estates
Lake Brantley	Seminole	Lake Brantley Isles
Lake Harriet Estates	Seminole	Lake Harriet Estates
Lakeview Villas	Clay	Lakeview Villas
Lehigh	Lee	Lehigh
Leilani Heights	Martin	Leilani Heights
Leisure Lakes	Highlands	Covered Bridge
Marion Oaks	Marion	Marion Oaks
Meredith Manor	Seminole	Brantley Harbor
Meredith Manor	Seminole	East Lake Brantley Shores
Meredith Manor	Seminole	Gene Gables
Meredith Manor	Seminole	Golfview Estates
Meredith Manor	Seminole	Mobile Manor
Meredith Manor	Seminole	Sanlando Estates
Morningview	Lake	Morningview

SUMMARY OF COMMUNITIES SERVED (Cont.)

Plant Name	County Name	Development Name
Oakwood	Brevard	Oakwood
Palisades Country Club	Lake	Palisades
Palisades Country Club	Lake	The Summit
Palm Port	Putnam	Palm Port
Palm Terrace	Pasco	Executive Woods
Palm Terrace	Pasco	Palm Terrace Estate
Palm Terrace	Pasco	Palm Terrace Gardens
Palm Terrace	Pasco	Port Richey
Palm Valley	St. Johns	Palm Valley
Palms Mobile Home Park	Lake	Palms Mobile Home Park
Park Manor	Putnam	Park Manor
Picciola Island	Lake	Picciola Island
Pine Ridge Estates	Osceola	Pine Ridge Estates
Pine Ridge Estates	Osceola	Windmill Point
Piney Woods	Lake	Piney Woods
Piney Woods	Lake	Spring Lake Manor
Pomona Park	Putnam	Pomona Park
Postmaster Village	Clay	Postmaster Village
Quail Ridge	Lake	Quail Ridge
Remington Forest	St. Johns	Remington Forest
River Grove	Putnam	River Grove

SUMMARY OF COMMUNITIES SERVED (Cont.)

Plant Name	County Name	Development Name
Salt Springs	Marion	American Resort
Salt Springs	Marion	Salt Springs
Samira Villas	Marion	Samira Villas
Saratoga Harbour	Putnam	Saratoga Harbour
Silver Lake Estates	Lake	Scottish Highland
Silver Lake Estates	Lake	Silver Lake Estates
Silver Lake Oaks	Putnam	Silver Lake Oaks
Skycrest	Lake	Skycrest
Spruce Creek	Marion	Spruce Creek Golf & Country Club
Spruce Creek	Marion	Spruce Creek Preserve
Spruce Creek	Marion	Spruce Creek South
Spruce Creek	Sumter	Spruce Creek South
St. Johns Highlands	Putnam	St. Johns Highlands
Stone Mountain	Lake	Stone Mountain
Stonecrest	Marion	Stonecrest
Sunny Hills	Washington	Sunny Hills
Sunshine Parkway	Lake	Sunshine Parkway
Tangerine	Orange	Tangerine
Tomoka	Volusia	Tanglewood Forest
Tomoka	Volusia	Tomoka View
Tomoka	Volusia	Twin River Estates
Tropical Park	Osceola	Tropical Park
Valencia Terrace	Lake	Valencia Terrace
Venetian Village	Lake	Venetian Village

SUMMARY OF COMMUNITIES SERVED (Cont.)

Plant Name	County Name	Development Name
Welaka	Putnam	Welaka Mobile Home Park
Western Shores	Lake	Western Shores
Windsong	Osceola	Windsong
Woodmere	Duval	Woodmere
Wootens	Putnam	Wootens
Zephyr Shores	Pasco	American Condominium Park
Zephyr Shores	Pasco	Zephyr Shores

SEMINOLE COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Chuluota	279-W	PSC-00-0734-FOF-WS	04/14/00	980657-WS	Territory Amendment
Chuluota	279-W	PSC-95-0414-FOF-WS	03/27/95	930130-WS	Additional Territory
Chuluota	279-W	16162	05/28/86	860585-WS	Additional Territory
Chuluota	279-W	9988	05/05/81	780278-WS(TC)	Trnsfr; Terr. Amend.
Harmony Homes	279-W	7588	01/17/77	750760-W	Original Certificate

SEMINOLE COUNTY

Communities Served

Plant Name	Development Name
Chuluota	Chuluota
Harmony Homes	Harmony Homes

SEMINOLE COUNTY

Description Of Territory Served

CHULUOTA

Township 21 South, Range 32 East, Seminole County, Florida.

Sections 16 and 17

Beginning at the Southeast corner of the of the Southwest ¼ of said Section 16, run North to the Northeast corner of the South ½ of the Northeast ¼ of the Southwest ¼ of said Section 16, thence run West 721 feet, thence South 54 degrees 30 minutes West 2693 feet to the Easterly Right-of-Way of F.E.C.R.R., thence Southeast along said Right-of-Way to the South line of said Section 17, thence East, to the Point of Beginning.

Section 20

The East ½ of said Section 20.

Section 21

The West ¾ of said Section 21; the Southeast ¼ of the Northeast ¼ less the East 200 feet of said Section 21; and the North ½ of the Northeast ¼ of the Southeast ¼ less the East 200 feet of said Section 21.

Section 28

The West ½ of said Section 28 and the West ½ of the Northeast ¼ of said Section 28.

Section 29

The East ½ of the Northeast ¼ of said Section 29; the Southeast ¼ of the Northwest ¼ of the Northeast ¼ of said Section 29; the Southwest ¼ of the Northeast ¼ of said Section 29; the Southeast ¼ of said Section 29; and the East ½ of the Southwest ¼ of said Section 29.

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RULES AND REGULATIONS

TECHNICAL TERMS & ABBREVIATIONS

1.0 **"APPLICANT"** - Any person, firm, association, corporation, governmental agency, or similar organization that has applied (completed appropriate Company forms and paid the necessary fees) for service with the Company; or who has applied (completed appropriate Company forms and paid the necessary fees) to have a main extended to make service available to property not presently being served by the Company.

2.0 **"BFC"** - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the Company's bills to its customers.

3.0 **"CERTIFICATE"** - A document issued by the Commission authorizing the Company to provide service in a specific territory.

4.0 **"CERTIFICATED AREA"** - The specific area in which the Company is granted exclusive authority by the Commission to provide services.

5.0 **"COMMISSION"** - "Commission" refers to the Florida Public Service Commission.

6.0 **"COMMUNITIES SERVED"** - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separated from another area or locality.

7.0 **"COMPANY"** - AQUA UTILITIES FLORIDA, INC.

8.0 **"CONSUMER"** - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.

9.0 **"CUSTOMER"** - Any person, firm, or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.

10.0 **"LETTER OF ACCEPTANCE"** - The letter sent by the Company, after the developer completes the Company's application for extension and supplies all supporting documents for said application, in which the Company states the terms and conditions under which it will allow the developer to connect to its mains.

11.0 **"MAIN"** - A pipe, conduit, or facility used for conveying water service to individual service lines or to other mains.

12.0 **"METER"** - Any device used to measure service rendered to a Customer by the Company.

13.0 **"PLANT CAPACITY CHARGE"** - The amount authorized by the Commission which is designed to recover a portion of the costs of plant facilities.

(Continued to Section III Sheet 2.1)

TECHNICAL TERMS & ABBREVIATIONS (Cont.)

(Continued from Section III Sheet 2.0)

14.0 **"POINT OF DELIVERY"** - The "point of delivery" for service shall be the outlet connection of the Company's meter, except in cases where 1) there is no meter, 2) the meter is not located at the property boundary, or 3) the meter is located within a multi-family dwelling unit. In each of these three exceptions, the "point of delivery" for service shall be the point at which the Company's piping connects with the on-site pipes at or near the property boundary.

15.0 **"QUALIFIED PROPERTY"** - The (off-site) property or properties through which an extension has been made in accordance with a Refundable Advance Agreement in order to extend facilities to the Applicant's (on-site) property; and for which the Applicant may be due a refund under the terms and conditions of the Service Availability Policy, Service Contract, or Developer's Agreement.

16.0 **"RATE SCHEDULE"** - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate(s) or charge(s).

17.0 **"RATE STRUCTURE"** - Refers to the classification system used in justifying different rates and, more specifically, to the rate relationship between various customer classes as well as the rate relationship between members of a customer class.

18.0 **"SERVICE"** - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

19.0 **"SERVICE AVAILABILITY POLICY"** - The section of the Company's tariff which sets forth a uniform method of determining the charges to be paid and the conditions to be met by applicants in order to obtain service from the Company.

20.0 **"SERVICE CONNECTION"** - The point of connection of the Customer's piping with the meter or service pipe owned by the Company.

21.0 **"SERVICE CONTRACT"** - A written agreement setting forth in detail the terms and conditions under which the Company will render service to a single residence or single commercial facility.

22.0 **"SERVICE LINES"** - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the Customer's premises excluding the meter.

23.0 **"SINGLE RESIDENCE OR SINGLE COMMERCIAL FACILITY"** - A Customer with an end use of less than three (3) ERC's.

(Continued to Section III Sheet 2.2)

TECHNICAL TERMS & ABBREVIATIONS (Cont.)

(Continued from Section III Sheet 2.1)

24.0 **"TARIFF"** - Refers to the assembled volume containing the "rules", "regulations", "rate schedules", "standard forms", "contracts" and other materials required by Florida Administrative Code, Chapter 25-9.

25.0 **"TERRITORY"** - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality, and may include areas in more than one county.

26.0 **"UTILITY"** - AQUA UTILITIES FLORIDA, INC.

RULES AND REGULATIONS

1.0 **GENERAL INFORMATION** - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules, applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

In the event that a portion of these Rules and Regulations is declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

The Company shall provide service to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapters 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

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

3.0 **WATER SERVICE** - To obtain water service, application should be made at the office of the Company.

4.0 **SIGNED APPLICATION REQUIRED** - Water service is furnished only after a signed application or agreement and payment of the initial connection fee are accepted by the Company. The conditions of such application or agreement are binding upon the Customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the Applicant on request. The Applicant shall furnish to the Company the correct name and street address or lot and block number at which water service is to be rendered.

5.0 **APPLICATIONS BY AGENTS** - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

(Continued to Section III Sheet No. 3.1)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.0)

6.0 **WITHHOLDING S ERVICE** - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for water service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any Rule or Regulation set forth in this tariff.

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

The Company will make such extensions to its existing facilities as may be required by one or more Customers provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the cost of providing and rendering the water service. Otherwise, the Company will require from the Customer or future Customer pre-payments, cash advances, minimum guarantees, service guarantees, contribution in aid of construction, or other arrangements with the Customer, whereby the Company will be enabled to earn a fair and reasonable return on the cost of providing and rendering the required water service. Required pre-payments, cash advances, other guarantees or contribution in aid of construction will be approved by the Commission.

8.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

9.0 **TAX CLAUSE** - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated in the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers. This charge must be approved by the Commission before being incorporated in the Customers' bills.

(Continued to Section III Sheet No. 3.2)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.1)

10.0 **LIMITATION OF USE** - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

Water service furnished to the Customer shall be rendered directly to the Customer through the Company's individual meter and may not be remetered by the Customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others, and under no circumstances shall the Customer or Customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter, even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

11.0 **CONTINUITY OF SERVICE** - The Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice, unless interruption is caused by sudden, accidental and/or unforeseen occurrence.

12.0 **TYPE AND MAINTENANCE** - The Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service or which may in any manner become a cross connection of other water source to the Company's water system; the Company reserves the right to discontinue or withhold water service to such apparatus or device and to charge customer accounts with costs of remedial action.

(Continued to Section III Sheet No. 3.3)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.2)

13.0 **CHANGE OF CUSTOMER'S INSTALLATION** - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

14.0 **INSPECTION OF CUSTOMER'S INSTALLATION** - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local Governmental or other rules as may be in effect. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

15.0 **INDEMNITY TO COMPANY** - The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage, or injury to persons or property, in any manner directly or indirectly connected with, growing out of the transmission and use of water by the Customer at or on the Customer's side of the Point of Delivery.

16.0 **PROTECTION OF COMPANY'S PROPERTY** - The Customer shall exercise reasonable diligence to protect the Company's property on the Customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

17.0 **ACCESS TO PREMISES** - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, inspecting, or removing Company property; reading the meter; temporarily shutting off service at the meter or at any point of the Company's property while repairs or investigations are performed; or for performance under or termination of the Company's agreement with the Customer; and in so doing, the Company shall not be liable for trespass. This shall include the right of access to individual units, for any of the purposes stated above, where the meter is or will be located within a unit of a condominium, apartment, cooperative or multi-family complex.

18.0 **RIGHT OF WAY OR EASEMENTS** - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

(Continued to Section III Sheet No. 3.4)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.3)

19.0 **METERS** - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The Customer shall provide meter space to the Company at a suitable and readily accessible location; and when the Company considers it advisable, within the premises to be served, the Customer shall also provide adequate and proper space for the installation of the meter and other similar devices.

20.0 **ALL WATER THROUGH METER** - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

21.0 **EVIDENCE OF CONSUMPTION** - When water service is measured by meters, the Company's accounts thereof shall be accepted and received at all times, places and courts, as prima facie evidence of the quantity of water used by the Customer.

22.0 **BILLING PERIODS** - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedules and are due when rendered and shall be considered as received by the Customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the Customer shall not release or diminish the obligation of the Customer with respect to payment thereof.

23.0 **ADJUSTMENT OF BILLS** - When a Customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the Customer as the case may be in pursuant to Rule 25-30.350, Florida Administrative Code.

24.0 **BACKBILLING** - The Company may backbill Customers for a period of no greater than twelve (12) months for any undercharge in water billing which is the result of the Company's mistake. The Company shall allow the Customer to pay for the unbilled water service over the same time period as the time period during which the underbilling occurred or some other mutually agreeable time period.

25.0 **MULTIPLE SERVICE ON SINGLE SERVICE** - When one water service is to supply more than one house and/or store, as subdivided by partitioning walls, billing will be in accord with existing Commission's orders, Rules or Regulations, or rate schedules filed by the Company.

26.0 **REIMBURSEMENT FOR EXTRA EXPENSES** - The Customer shall reimburse the Company for all extra expenses (such as special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of the Customer's violation of the contract for service or of the Company's rules and regulations.

(Continued to Section III Sheet No. 3.5)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.4)

27.0 **DELINQUENT BILLS** - Bills for water service are due when rendered. However, the Company shall not consider the Customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the Customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and penalties, and reconnect charges from the Customer.

There shall be no liability of any kind against the Company for the discontinuance of water service to a Customer for that Customer's failure to pay the bills on time.

28.0 **NO PARTIAL PAYMENT** - Partial payment of a bill for water service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

29.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the Customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently.

The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service charges and all the other expenses or charges established or provided for by these Rules and Regulations are paid.

30.0 **TEMPORARY DISCONTINUANCE OF SERVICE** - If service is terminated and resumed at the same address to the same Customer within twelve (12) months or less from the date of termination, a monthly standby charge equivalent to the Base Facility Charge, will be collected by the Company as a condition precedent to restoration of service to that Customer. If the Base Facility rate structure is not in effect, one half of the approved minimum bill will be charged for each billing period. The standby charge will be collected for each month, not to exceed twelve (12) months.

During a period that service is not being furnished to the premises, upon application to the Company by the Customer, as confirmed by the Company, a standby charge will be made.

(Continued to Section III Sheet No. 3.6)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.5)

31.0 **CHANGE OF OCCUPANCY** - When a change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing Customer. The outgoing Customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The Customer's deposit may be transferred from one service location to another, if both locations are supplied water service by the Company; the Customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its Customers, to discontinue or transfer water service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

32.0 **UNAUTHORIZED CONNECTIONS - WATER** - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.

33.0 **SHUT OFF OF SERVICE** - The Company will shut off the water service if the Customer so requests in writing.

34.0 **CUSTOMER DEPOSITS - ESTABLISHMENT OF CREDIT** - Before rendering service, the Company will require an Applicant for service to establish credit satisfactorily, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment of bills. Credit will be deemed so established, in accordance with Rule 25-30.311(1), Florida Administrative Code, if:

(a) the Applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested,
(b) the Applicant pays a cash deposit,
(c) the Applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

The amounts of initial deposit are shown in the Schedule of Customer Deposits in Section VII.

(Continued to Section III Sheet No. 3.7)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.6)

35.0 **ADDITIONAL DEPOSIT** - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills. The Company shall provide the Customer with reasonable written notice of such deposit of not less than 30 days, such request or notice being separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the Customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

36.0 **INTEREST ON DEPOSIT** - The Company shall pay interest at a rate of 6% per annum (8% for Spruce Creek in Marion/Sumter County and Stonecrest in Marion County) on Customer deposits pursuant to Rule 25-30.311(4), Florida Administrative Code. The Company shall pay interest at a rate of 7% per annum (9% for Spruce Creek in Marion/Sumter County and Stonecrest in Marion County) on deposits of non-residential customers qualifying under Rule No. 37.0 below when the Company elects not to refund such a deposit after 23 months. The deposit interest shall be simple interest in all cases, and payment of interest shall be made once each year as a credit on regular bills or, when service is discontinued, as a credit on final bills . No Customer depositor will receive interest on his or her deposit until and unless a Customer relationship and the deposit have been in existence for a continuous period of six (6) months. At such time, the Customer depositor shall be entitled to receive interest from the day of the commencement of the Customer relationship and the placement of the deposit.

37.0 **REFUND OF DEPOSIT** - Pursuant to Rule 25-30.311(5), Florida Administrative Code, after a Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the residential Customers' deposits and shall, at its option, either refund or pay the higher rate of interest specified above in Rule No. 36.0 for non-residential deposits, providing the Customer has not, in the preceding 12 months:

(a) made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
(b) paid with a check refused by a bank,
(c) been disconnected for non-payment,
(d) at any time, tampered with the meter, or
(e) at any time, used service in a fraudulent or unauthorized manner.

Nothing in this rule shall prohibit the Company from refunding at any time a Customer's deposit with any accrued interest.

Pursuant to Rule 25-30.311(6), Florida Administrative Code, upon termination of service, any remaining deposit and accrued interest may be credited against the final account, and the balance, if any, shall be returned to the Customer no later than fifteen (15) days after service is discontinued.

(Continued to Section III Sheet No. 3.8)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.7)

38.0 **PROPERTY GRADE** - On the initial application for connection and turn on of water, the Customer shall furnish the Company with the final grade of the property, and the Company shall set the meter box and meter accordingly. If, when the final grade is made of the Customer's property, the meter and/or the meter box are incorrectly set, due to the Customer's not having given the Company any finished grade at the time of application, or due to the Customer's having given the Company the wrong finished grade, the Company will reset the meter and/or meter box, and the Customer shall pay the actual cost for said work.

39.0 **RATES** - The Company reserves the right to revise the rates and charges for water service as approved by the Commission.

40.0 **MISCELLANEOUS SERVICE CHARGES** - The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

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

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

C. VIOLATION RECONNECTION - This charge would be levied each time service has to be disconnected or reconnected for existing customers who have been disconnected for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

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

These charges are shown in the Miscellaneous section.

41.0 **METER ACCURACY REQUIREMENTS** - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a Customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.

(Continued to Section III Sheet No. 3.9)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.8)

42.0 **ADJUSTMENT OF BILLS FOR METER ERROR** - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, F lorida Administrative Code.

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SERVICE AVAILABILITY POLICY

TERMS & ABBREVIATIONS

1.0 **"ACTIVE CONNECTION"** - Means a connection to the Company's system at the point of delivery of service, whether or not service is currently being provided.

2.0 **"BACK FLOW PREVENTOR"** - Means a valve or device installed in order to prevent contamination of the potable water in the lines of the Company by virtue of a cross connection or flow from the Customers' property into the Company's system.

3.0 **"CONTRIBUTION(S)-IN-AID-OF-CONSTRUCTION" (CIAC)** - Means any amount or item of money, services, or property received by the Company from an Applicant, any portion of which is provided at no cost to the Company, which represents an addition or transfer to the capital of the Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Company's property, facilities, or equipment used to provide utility services to the public. The term includes plant capacity charges, main extension charges, meter and service installation charges.

4.0 **"CONTRIBUTOR"** - Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.

5.0 **"CUSTOMER CONNECTION CHARGE"** - Means any payment made to the Company for the cost of installing a connection from the Company's water or wastewater lines, including but not limited to the cost of piping and the meter installation fee.

6.0 **"CUSTOMER INSTALLATION"** - Means all pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature which are located on the Customer's side of the "Point of Delivery" and used in connection with or forming part of the installation necessary for rendering water service to the Customer's premises regardless of whether such installation is owned by the Customer or used by the Customer under lease or other agreement.

7.0 **"DEVELOPER'S AGREEMENT"** - Means a written agreement setting forth in detail the terms and conditions under which the Company will render services to a developer's property.

8.0 **"ECONOMIC FEASIBILITY"** - Means a test by which the operating income of the Company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Company will earn a fair return on its investment in the proposed extension.

9.0 **"EQUIVALENT RESIDENTIAL CONNECTION" (ERC)** - Means (a) 350 gallons per day, (b) the number of gallons the Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Regulation for a single residential unit.

(Continued to Section IV Sheet No. 2.1)

TERMS & ABBREVIATIONS (Cont.)

(Continued from Section IV Sheet No. 2.0)

10.0 **"GUARANTEED REVENUE AGREEMENT"** - Means a written agreement by which an applicant agrees to pay a charge designed to cover the Company's costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Company or its existing customers.

11.0 **"HYDRAULIC SHARE"** - Means the pro rata share of the capabilities of the Company's facilities to be made available for service to the contributor. The pro rata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.

12.0 **"INSPECTION FEE"** - Means either the actual or the average cost to the Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Company.

13.0 **"MAIN EXTENSION CHARGE"** - Means a charge made by the Company for the purpose of covering all or part of the Company's capital costs in extending its off-site water or wastewater facilities to provide service to specified property. The charge is determined on the "Hydraulic Share" basis or other acceptable method reasonably related to the cost of providing the service.

14.0 **"METER INSTALLATION FEE"** - Means the amount authorized by the Commission which is designed to recover the cost of installing the water measuring device at the Point of Delivery including materials and labor required.

15.0 **"OFF-SITE FACILITIES"** - Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations, the purpose of which is either to provide water service to properties within the service territory of the service Company or to collect wastewater received from properties within the territory.

16.0 **"ON-SITE FACILITIES"** - Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer's property, exclusive of the off-site facilities.

17.0 **"REFUNDABLE ADVANCE"** - Means money paid or property transferred to the Company by the Applicant for the installation of facilities which may not be used and useful for a period of time. The advance is made to temporarily defray the Company's costs so that the proposed extension may be rendered economically feasible and, in turn, so that service may be obtained. As additional Customers connect to the system, portions of the advance will be returned to the Applicant over a specified period of time in accordance with a written agreement.

(Continued to Section IV Sheet No. 2.2)

TERMS & ABBREVIATIONS (Cont.)

(Continued from Section IV Sheet No. 2.1)

18.0 **"SERVICE AVAILABILITY POLICY"** - Means the section of the Company's tariff which sets forth a uniform method of determining the plant capacity charge or other charges to be paid and conditions to be met, by Applicants for service in order to obtain water or wastewater service.

19.0 **"SPECIAL SERVICE AVAILABILITY CONTRACT"** - Means an agreement for charges for the extension of service which is not provided for in the Company's Service Availability Policy.

20.0 **"SYSTEM (PLANT) CAPACITY CHARGE"** - Means the charge made by the Company for each new connection to the system which charge is designed to defray a portion of the cost of the utility system.

21.0 **"UTILITY SERVICE FEES"** - Means fees that the Company will credit against the Service Availability Charges that are effective at the time application for service is made.

22.0 **"TREATMENT FACILITIES"** - Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of wastewater.

SERVICE AVAILABILITY POLICY

I. **PURPOSE** The Company is implementing this Service Availability Policy (hereinafter "Policy") to set forth the terms and conditions under which the Company will be the sole provider of service from Company facilities to individual or developer Applicants within its certificated area; and describes the charges which are intended to defray portions of the costs associated with existing and new facilities of the Company in a fair and nondiscriminatory manner.

II. **APPLICABILITY** The provisions of this policy are applicable to all Customers and potential customers within the Certificated Service Area of the Company, except Buenaventura Lakes in Osceola County. Buenaventura Lakes is governed by the Service Availability Policy set forth in Paragraph VIII below.

III. **GENERAL PROVISIONS** The following provisions apply, except where Order No. 22307 mandates the Company to honor commitments to lots sold by Deltona Corporation as outlined in Sub-section IV-SPECIAL PROVISIONS, to all extensions to the Company's facilities. No service will be provided until the Company receives the Commission's approval, as provided below, and where applicable, all terms of Section 367.045, Florida Statutes are met. The Applicant must agree to pay all costs associated with a request for service that requires an expansion of the Company's exclusive service area which is set forth in its Certificate of Authorization.

1. **Commission Approval** The terms and conditions of the Company's Service Contracts, Developer's Agreements and Refundable Advance Agreements are subject to the approval of the Commission as outlined below:

   a. Extensions that are in accordance with the Standard Service Contract, Standard Developer's and/or Standard Refundable Advance Agreements, approved by the Commission for use with this Service Availability Policy, will not need additional Commission approval.

   b. Where situations exist that are not provided for in the Company's standard agreements, the Company may enter into a Special Service Availability Contract with a developer provided, however, that the Commission approve said Special Service Availability Contract before any extension is made.

   c. Approval of a developer's agreement does not preclude the Commission from affecting its provisions in the future if, pursuant to Commission approval, the terms and conditions of the Company's service availability policy are changed.

(Continued to Section IV Sheet No. 3.1)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.0)

2. **Extension Only Within Certificated Service Areas** The Company will make extensions to its facilities, to all customers within its certificated service area as may be required by one or more customers, provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the Company's investment in providing the service. To this end the Company will require, depending upon the specific circumstances, conveyance of title as described in Section V-3-b of this Service Availability Policy, service availability charges, refundable advances, contributions-in-aid-of-construction (CIAC), and/or allowance for funds prudently invested (AFPI) charges be paid by the Applicant.

3. **Extensions Where Economically and Operationally Feasible** If service is requested for property not in the Company's existing Certificated Service Area, the Company may agree to provide service where economically and operationally feasible subject to appropriate approval(s) from regulatory authorities.

4. **Obligations of the Company** As provided in this policy, the Company's obligations are to extend its existing facilities within its Certificated Service Area, and to provide service to all customers within its certificated area under the terms and conditions herein. The Company will respond to each Applicant within 30 days. Where a proposed main extension is involved, only those services specifically provided for in the Company's Commission-approved Service Contracts, Developer's Agreements or Refundable Advance Agreements, which are properly executed by the Applicant and the Company, shall obligate the Company to perform any task, or furnish any service to an Applicant or any other party.

5. **General Application for Service** The Commission requires that all Applicants for utility services within its certificated area shall make a written request (Application) for the service desired from the Company. (The Company's Application Form is in SECTION VII - MISCELLANEOUS of this tariff). This application is notice to the Company that service is desired and an expression of the Applicant's willingness to conform to the Company's policies, tariffs, rules and regulations which are in effect and on file with the Commission.

6. **On-Site Facilities** The Company shall be entitled to inspect all connections (including on-site facilities) to Company facilities. The Applicant shall reimburse the Company for all costs associated with the performance of these inspections.

(Continued to Section IV Sheet No. 3.2)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.1)

7. **Refusal of Service** The Company may refuse commencement of service to an Applicant for any of the following reasons:

   a. **Proposed Service is not lawful.** The proposed service is not lawful under the current Statutes and Rules of the Commission, or

   b. **Conditions not yet met.** A condition of the Service Availability Policy, Service Contract, Developer's Agreement or Refundable Advance Agreement has not yet been met, or

   c. **Adverse effects on existing customers.** The proposed service would adversely affect the quality or reliability of service to existing customers (e.g. capacity of existing Company facilities is insufficient), or

   d. **Economic feasibility.** The proposed service is not economically feasible as defined in Chapter 25-30.515, Florida Administrative Code (Commission Rules), or

   e. **Property outside certificated service area.** Property for which service is requested is outside of the Company's certificated service area and the Company has determined that extension of its certificated service area is not economically justified.

IV. SPECIAL PROVISIONS

This section is the result of FPSC Docket No. 22307 and is applicable in the situations described herein. An outcome of Docket No. 22307 approving the transfer of ownership of Deltona Corporation's utility operations to Topeka Group Inc., (TGI) was the delineation of several service availability extension situations depending on the timing and terms of property sales contracts related to lots in the certificated area. The reason for such delineation by the Commission was to ensure that people who bought lots in long-term installment sales contracts, and to whom the Deltona Corporation implied that utilities would be provided as part of the real estate transaction would not be adversely affected by the transfer.

Policy provisions are separated into three categories: 1. Contracted lots sold by Deltona Corporation or its successors under contracts prior to September 1, 1989 which generally excluded from the sales price, the cost of extending mains and related utility facilities; 2. Unsold lots sold by Deltona Corporation under contracts after September 1, 1989 which generally include as part of the cost of extending mains and provisions for the buyer to pay a Utility Service Fee and; 3. Any properties not covered in sub-sections IV-1 or IV-2 including properties which are added to the certificated area as a result of territory expansions. These categories are described in more details as follows:

(Continued to Section IV Sheet No. 3.3)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.2)

1. **Contracted lots sold by Deltona Corporation or its successors under contracts prior to September 1, 1989.**

   a. Extensions will be made as soon as reasonably practical following:

      (1) receipt from the Applicant of a completed Application for Service form, and

      (2) receipt from the Applicant of satisfactory evidence that construction of a building is scheduled to commence and,

      (3) the lot is served by an asphalt paved street or road which abuts such lot and,

      (4) receipt of payment for all applicable fees.

   b. TGI will fund, in accordance with a refundable advance for construction agreement, all extensions of less than one-half (½) mile.

   c. If the extension is over one-half (½) mile but less than one (1) mile, TGI may try to exchange lots. Otherwise, TGI will fund, in accordance with a refundable advance for construction agreement.

   d. If the extension is over one (1) mile, Deltona Corporation, TGI and/or the Company may try to exchange lots; or TGI and/or Deltona Corporation will fund, in accordance with a refundable advance for construction agreement; or Deltona Corporation may provide alternative utility services until the Company has its services within one mile.

2. **Unsold lots sold by Deltona Corporation or its successors under contracts after September 1, 1989.**

   a. through d. as in IV-1 above and,

   e. Properties sold by Deltona Corporation or its successors include as part of the sales agreement, provisions for the buyer to pay a Utility Service Fee. The Utility Service Fee, which are subject to periodic adjustments, are currently set at $500.00 for water service and $1,000.00 for wastewater service, and

   f. Lot owners may not demand service until the contract period (usually 1½ to 10 years) provided in the land purchase agreement has expired.

(Continued to Section IV Sheet No. 3.4)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.3)

3. **Any properties not covered in IV-1 or IV-2 including properties which are added to the certificated area as a result of territory expansions. The remaining rules are applicable for all situations other than those described in items IV-1 and IV-2 above. Charges to these customers may include one or more of the following:**

   a. **Predetermined Service Availability Charges.** The tariffed charges, described in this portion of the tariff as Service Availability Charges, and whose amounts are listed in the rates portion of this tariff, apply if the main is already installed.

   b. **Main Extension Charges.** If the main is not in place, the costs associated with the necessary extension of, for example, off-site facilities apply as described more fully under Service Availability Charges below; and as ratified in a Service Contract, a Developer's Agreement and/or a Refundable Advance Agreement which are discussed more fully under **SPECIAL CONDITIONS**.

V. **MAIN EXTENSION RULES** Where there is not an existing main available, the Company will extend its main to provide service, except for lots described in Parts IV-1 and IV-2 of the SPECIAL PROVISIONS section, provided the Applicant has first entered into a Commission-approved Service Contract, Developer's Agreement or Refundable Advance Agreement with the Company.

1. **Applications for Main Extensions** Whenever an extension to one of the Company's mains is involved, it shall be in accordance with the following rules:

   Any Applicant shall, in addition to the general application for service, make a written request regarding the specific main extension desired from the Company. Said application, as required by Commission Rules (Chapter 25-30.525, Florida Administrative Code) shall include, but not be limited to the following information, if applicable:

   a. A legal description of the property including reference to section, township and range.
   b. A drawing of the property showing its boundaries.
   c. The present zoning classification of the property.
   d. A plat map.
   e. Three sets of a site and utility plan (and floor plan for commercial developments).
   f. The intended land use of the development, including densities and types of use.
   g. The name and address of the person or entity making the application for extension of service.

(Continued to Section IV Sheet No. 3.5)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.4)

h. The nature of the Applicant's title to or interest in the described property.
i. The date, or estimated date, service will be needed.

2. **Rules for Extending Mains to a Single Residence or a Single Commercial Facility** Where an extension of the Company's facilities is required to provide service to a single residence or a single commercial facility, the Company will furnish a cost estimate of the proposed extension, a preliminary sketch of the extension, and the terms and conditions to be contained in the Service Contract necessary for service to be extended.

3. **Rules for Extending Mains to Developer Facilities** Service to a developer requiring an extension of the Company's facilities will be conducted under the terms and conditions of a Developer's Agreement or a Refundable Advance Agreement wherein the Company will negotiate with the developer whether it will design, construct and install extensions from existing facilities to the property to be served or have the developer undertake these activities. If the company installs the necessary facilities, it will prepare a Developer's Agreement detailing the cost estimate and other items necessary for such extensions to be made. If the developer is to perform the design, construction and installation, the developer must obtain approval of the Company as outlined in the Commission's Rules. Developer's Agreements are subject to the approval of the Commission and shall be in accordance with the following:

   a. **Existing facilities to a development.** If the request is for service to a development, and the provision of service will be by the extension of existing facilities through Company investment, the Company shall be responsible for all engineering, planning, design, and construction.

   b. **Developer providing facilities.** If the request is for service to a development and the developer will be providing the necessary facilities for the extension, or will be paying for the construction of the facilities, the developer shall be responsible for the planning, design, and development of construction drawings needed to extend the existing facilities to serve the proposed development. The plans, designs and development drawings shall be in accordance with applicable laws or ordinances. The Company will furnish general construction specifications, an estimate of all costs to be borne by the developer (including all applicable Service Availability Charges) that are in addition to the costs of the facilities the developer is to construct, and a quotation of advances to be made upon execution of a Developer's Agreement. By way of further explanation, the Developer will be responsible for the following:

(Continued to Section IV Sheet No. 3.6)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.5)

(1) **Design of new water facilities.** The developer will retain the services of a registered professional engineer to prepare all plans and specifications for water facilities (hereinafter "facilities") to connect to the Company's facilities at points designated by the Company. Said plans and specifications must be approved by the Company prior to submission to any regulatory agency for review.

(2) **Approvals and permits.** The developer shall be required to obtain all necessary approvals and permits for construction of the new facilities from the appropriate regulatory agencies.

(3) **Construction of facilities.** The developer will, at its own expense, construct and install all facilities in accordance with the plans and specifications as approved by the Company. Additionally, the developer shall be responsible for certifying to the appropriate regulatory agency that the facilities have been installed and tested in accordance with the plans and specifications prepared by the developer's engineer.

(4) **Warranty on workmanship.** The developer shall warrant all facilities against defect in materials and workmanship for a period of one year from the date of acceptance of said facilities by the Company.

(5) **Inspection of facilities.** The Company shall have the right to inspect the construction of the facilities and to recommend reasonable changes. Additionally, within sixty (60) days after the completion and certification of the facilities, the Company may perform an inspection of the facilities. The developer shall reimburse the Company for all costs associated with the performance of these inspections, as provided for in this tariff.

(6) **Conveyance of title.** Prior to a letter of acceptance being issued by the Company, the developer shall immediately convey title of the facilities to the Company, and before accepting the responsibility for operation and maintenance of the facilities, the developer shall provide, without charge to the Company, the following information:

(Continued to Section IV Sheet No. 3.7)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.6)

(a) Cost Report - which shall detail, as provided for in the National Association of Regulatory Commissioners (NARUC) Uniform System of Accounts, all costs incurred in the construction of the facilities, including engineering, inspection, and administrative costs,

(b) Three copies of "As-Built-Plans" - Shall be 24"x36" Mylar, showing precise location of all lines and appurtenances in relation to an identifiable property line or referenced monument,

(c) Easements - as required,

(d) Contractor's waiver and release of lien,

(e) Contractor's Letter of Warranty or Developer's Contract Bond,

(f) Absolute Bill of Sale,

(g) All required fees and charges.

4. **Company Extends for Its Own Future Benefit** If the company installs (or has installed) facilities for its future benefit capacity in excess of what would normally be required for the requested extension, the incremental cost for this excess capacity shall not be included in cost estimates to Applicants; and shall be the Company investment or recovered by a Refundable Advance Agreement.

VI. **SERVICE AVAILABILITY CHARGES** The following charges will be applied, if applicable. The charges are subject to change from time to time as deemed necessary by the Company and the Commission. These charges are defined as a CIAC, and do not entitle the Applicant to any rights of ownership. The Company will own and maintain the facilities for which these charges are levied. The specific charges, as approved by the Commission and provided in the rates portion of this tariff, are described as follows:

1. **Plant Capacity Charges** The Company will collect a fee, designed to defray a portion of the cost of the facilities not covered in other Service Availability Charges.

2. **Meter Installation Charges** The Company will collect, for water service installations, a fee to cover the costs required to install a meter, including meter boxes, fittings, etc. at the point of delivery.

(Continued to Section IV Sheet No. 3.8)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.7)

3. **Service Installation Charges** The Company will collect a fee to cover the costs required to install a service line from the Company's main to the point of delivery.

   a. **Short Service** - Tapping into the main line, which would be located on the same side of the street as property to be served and putting in the service line.

   b. **Long Service** - Tapping into the main line, which would be located on the opposite side of an "unpaved" road of the property to be served and putting in the service line.

   c. **Long Service** - Tapping into the main line, which would be located on the opposite side of "paved" road of property to be served. Putting in the service line by method of jacking or boring the service line under the street.

4. **Main Extension Charges** The Company will collect a fee to offset a portion of the cost of the mains. Where there is an existing main available, the charges to the Applicant will be the charges as provided in this tariff. Where there is not an existing main available, the charges to the Applicant for the Company to extend its main to service the Applicant will be the actual cost, which will be recovered either through a Service Contract, Developers Agreement or Refundable Advance Agreement, all of which are subject to prior Commission approval. See Section IV - SPECIAL PROVISIONS of this policy for an explanation on those extensions of mains for which Topeka has agreed to fund extensions to certain lots sold or to be sold by the Deltona Corporation or the circumstances where any Utility Service Fee paid by the lot owner will be applied against the required tariffed Service Availability Charges.

5. **Allowance for Funds Prudently Invested (AFPI)** The Company will collect commission-approved fee designed to cover the carrying costs of actual company investment in plant prudently constructed for future customer use. Such investment will include plant and may include distribution lines, and will be applicable to all NEW connections utilizing such plant. When application is made for service, AFPI charges will be collected at the same time that payment(s) are made for other Service Availability Charges. The AFPI charge will increase for the maximum period allowed by the Commission, after which time it will remain constant. It will continue to be charged to all NEW connections until such time as the total Equivalent Residential Connections (ERC's) equal or exceed the capacity of the plant for which the charge is being collected.

6. **Inspection Fee** See Sub-section V-3-b.

7. **Backflow Prevention Device** Customers who wish to have reclaimed water service must pay a fee for a backflow prevention device which the Company will install on the Customer's water service line. This requirement is mandated by the Florida Department

(Continued to Section IV Sheet No. 3.9)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.8)

of Environmental Protection to prevent any possible cross-connection or backflow from contaminating the water supply line with reclaimed water. The Company may also require Customers with other cross-connection hazards to install and pay for a backflow prevention device as specified by Company engineers.

VII. **SPECIAL CONDITIONS** Under certain circumstances, as outlined below, special funding arrangements will be necessary or have been arranged for payment of the charges described in this Service Availability Policy.

1. **Refundable Advances** Where extensions are required for contiguous properties for which service has not yet been provided (hereinafter "Qualified Property") and, where the Company determines that an extension is economically justified or is appropriate to improve system reliability or enhance the quality of service to existing customers; a separate Refundable Advance Agreement may be undertaken by the Applicant and the Company, at the time of the request for service, temporarily defray the cost of any off-site extension of mains and other facilities necessary to provide service to the Applicant's property.

   a. **Basis of Refundable Advance.** The amount of the refundable advance will be based on the actual cost of the off-site mains and other facilities. Such facilities shall be designed and constructed in accordance with the Company's plans for service to the immediate surrounding area.

   b. **Charges Paid by the Applicant.** Charges paid by the Applicant over and above the Applicant's hydraulic share of the facilities shall be refunded, interest free, in accordance with the terms and conditions of a Commission-approved Refundable Advance Agreement which the Company will execute with the Applicant.

   c. **Prorated Share of the Capacity.** The Company will collect fees from other Applicants of the Qualified Property based upon their prorated hydraulic share of the facilities. Within sixty (60) days of collection of said fees by the Company, a refund of said fees shall be made to the Applicant in accordance with the Refundable Advance Agreement.

   d. **Limits on Refund.** Notwithstanding any other provisions of this section, the life of the Refundable Advance Agreement shall be as provided in the Agreement, after which time the balance of any possible refund not already made to the Applicant pursuant to the terms and conditions of the Refundable Advance Agreement will be retained by the Company and such Refundable Advance Agreement will be canceled. In no event shall an Applicant recover an amount (without interest) greater than the difference between the capitalized cost of such improvements and the Applicant's own hydraulic share of the cost of such improvements.

(Continued to Section IV Sheet No. 3.10)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.9)

2. **Topeka-Deltona Agreement** Agreements between the Company, Deltona Corporation and the Topeka Group set forth certain responsibilities of these parties for funding construction costs related to extending water mains to serve certain lots sold by Deltona Corporation. A copy of the development agreement between Deltona Corporation and the Company is on file at the local utility office and may be examined by any interested Applicant during regular business hours. Provisions of this agreement are outlined above in Sub-section IV - SPECIAL PROVISIONS.

3. **Deferring or Waiving Service Availability Policies and Charges** If allowed by the Commission, the Company may defer or waive, with or without conditions, all or portions of its service availability charges and service availability policies for a prospective customer or group of customers in cases where exceptional circumstances exist. Exceptional circumstances are evaluated on a case-by-case basis. By Order No. PSC-97-0932-S-WS, issued August 5, 1997, in Docket No. 960907-WS, the Commission agreed exceptional circumstances existed as to the current connections within the Burnt Store Colony mobile home park in Charlotte County and that plant capacity charges were appropriately waived where: (1) the park's treatment plant failed, (2) the park's distribution facilities were transferred to the Company and the value thereof booked as contributions, (3) the park paid for the interconnection to the Company's existing lines, (4) the park retained ownership of and dismantled its treatment plant, (5) the Company had sufficient existing supply and treatment capacity to serve the park, and (6) the Company's existing customer base would benefit from the transaction with the park.

VIII. **SERVICE AVAILABILITY POLICY FOR BUENAVENTURA LAKES IN OSCEOLA COUNTY**
The Company provides all facilities employed to make its water service available to lots within the Buenaventura Lakes certificated territory. Service to each specific lot will be initiated upon the payment of a water system capacity fee, a water meter installation fee, and the posting of authorized deposits, all of which are specified in the Company's tariff sheets for Service Availability Charges.

IX. **SERVICE AVAILABILITY POLICY FOR SPRUCE CREEK IN MARION/SUMTER COUNTY**
Transmission and distribution lines, as well as the water treatment plant, are installed and constructed by the Company. The Company collects a plant capacity charge and a main extension charge as shown in Section VI, Sheet No. 3.6 when water service is requested.

X. **SERVICE AVAILABILITY POLICY FOR STONECREST IN MARION COUNTY**
The Company will provide service to any customer within its certificated territory requesting same upon application or execution of a developer agreement and payment of the required meter installation charge and system capacity charges as listed in Section VI, Sheet No. 3.7 of this tariff, and compliance with such other requirements as may be appropriate under the provisions of the Company's tariff and the rules or statutes of the Florida Public Service Commission.

TABLE OF DAILY FLOWS

Types of Establishment	Estimated Daily Flows		
Apartment Buildings (per apartment)	250	gpd	*[1]*
Banquet Halls	25	gpd	
Bars and Cocktail Lounges	5	gpcd	*[2]*
Bathrooms (non-residential, per toilet or urinal)	300	gpd	
Beauty Shops (per seat)	170	gpd	
Boarding Schools (students and staff)	75	gpcd	
Boarding Houses	75	gpcd	
Bowling Alleys (toilet wastes only, per lane)	100	gpd	
Churches (per seat)	3	gpd	
Country Clubs (per member)	25	gpcd	
Day Schools (with cafeteria, no gymnasium or showers)	15	gpcd	
Day Schools (with cafeteria, gymnasium or showers)	25	gpcd	
Day Workers at Offices and Schools	20	gpcd	
Drive-in Theaters (per car space)	5	gpd	
Factories (with showers)	30	gpcd	
Factories (no showers)	10	gpd/100 sq. ft.	
Funeral Homes	10	gpd/100 sq. ft.	
Gas Stations (no car wash)	450	gpd	
Hospitals (with laundry)	250	gpd/bed	
Hospitals (no laundry)	200	gpd/bed	
Hotels and Motels (per room & unit)	125	gpd	
Laundromats (per washing machine)	225	gpd	
Mobile Home Parks (per trailer)	225	gpd	
Movie Theaters and Auditoriums (per seat)	3	gpd	
Nursing Homes	150	gpd/100 sq. ft.	
Office Buildings	17	gpd/100 sq. ft.	
Public Institutions (other than those listed herein)	75	gpcd	
Restaurants & Cocktail Lounges (per seat)	50	gpd	
Restaurants (take-out)	50	gpd/100 sq. ft. (350 gpd minimum)	
Restaurants (fast food, per seat)	35	gpd	
Single Family Residences	350	gpd	
Townhouse Residences	280	gpcd	
Shopping Centers	17	gpd/100 sq. ft.	
Stadiums, Frontons, Ball Parks, etc. (per seat)	3	gpd	
Stores (without kitchen wastes)	5	gpd/100 sq. ft.	
Speculative Buildings	30	gpd plus 10 gpd per 100 sq. ft.	
Warehouses	30	gpd plus 10 gpd per 1,000 sq. ft.	

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

THE ABOVE ESTIMATED DAILY FLOWS WILL APPLY EXCEPT WHERE OTHERWISE INDICATED. HISTORICAL DATA SHOULD BE USED WHEN AVAILABLE.

TABLE OF DAILY FLOWS

For Deep Creek in Charlotte County Only

Types of Establishment	Estimated Daily Flows		
Apartments	155	gpd	*[1]*
Bars and Cocktail Lounges (per seat)	5	gpd	
Boarding Schools (students and staff)	75	gpcd	*[2]*
Bowling Alleys (toilet wastes only, per lane)	100	gpd	
Country Clubs (per member)	25	gpcd	
Day Schools (students and staff)	10	gpcd	
Drive-in Theaters (per car space)	5	gpd	
Factories (with showers)	30	gpcd	
Factories (no showers)	10	gpd/100 sq. ft.	
Hospitals (with laundry; per bed)	250	gpd	
Hospitals (no laundry; per bed)	200	gpd	
Hotels and Motels (no restaurants or laundry; per room or unit)	150	gpd	*[3]*
Laundromats (per washing machine)	225	gpd	
Mobile Home Parks (per trailer)	185	gpd	
Movie Theaters, Auditoriums, Churches (per seat)	3	gpd	
Nursing Homes (per bed)	100	gpd	
Office Buildings	10	gpd/100 sq. ft.	
Public Institutions (other than those listed herein)	75	gpcd	
Restaurants (per seat)	50	gpd	
Restaurants (fast food; per seat)	30	gpd	
Single Family Residences:			
Water: 5/8" x 3/4" meter	225	gpd	
1" meter	315	gpd	
1 1/2" meter	410	gpd	
Sewer:	190	gpd	
Townhouse Residences	155	gpd	*[4]*
Stadiums, Frontons, Ball Parks, etc. (per seat)	3	gpd	
Stores (without kitchen wastes)	5	gpd/100 sq. ft.	
Speculative Buildings	30	gpd plus 10 gpd per 100 sq. ft.	
Warehouses	30	gpd plus 10 gpd per 1,000 sq. ft.	

[1] gpd - gallons per day
[2] gpcd - gallons per capita per day
[3] Motels and hotels with other facilities to be qualified as per schedule (i.e., with laundry, add 50 gpd; with restaurant, add 50 gpd per seat).
[4] Condominiums shall be rated in accordance with the type - Apartments, Townhouses, etc.

THE ABOVE ESTIMATED DAILY FLOWS WILL APPLY EXCEPT WHERE OTHERWISE INDICATED. HISTORICAL DATA SHOULD BE USED WHEN AVAILABLE.

RATE SCHEDULE: CHULUOTA - RG & MF
RESIDENTIAL, GENERAL & MULTI-FAMILY MASTER METER SERVICES

AVAILABILITY:

Available throughout the area served by the following plants:

Plant	County	Previous Sheet No.	Previous Effective Date	Previous Order No.
CHULUOTA	SEMINOLE	N/A	N/A	N/A

APPLICABILITY:

To any Customers for which no other rate schedule applies.

LIMITATIONS:

Subject to all of the Company's Rules and Regulations of this tariff, all applicable service agreement conditions, and all applicable riders.

All the rates, conditions and regulations referred to herein are subject to approval, amendment and change by any regulatory body having jurisdiction thereof.

TERMS OF PAYMENT:

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

TYPE OF FILING:

Filing Description:	2004 Sale of Facilities
Rate Description:	Rates Reflecting 2002 Index Factor
Filing Date:	
Authority No.:	Refer to stamp on reverse side
Docket No.:	N/A
Order No.:	N/A
Order Date:	N/A

NOTES:

RATE SCHEDULE: CHULUOTA - RG & MF
RESIDENTIAL, GENERAL & MULTI-FAMILY MASTER METER SERVICES

BILLING PERIOD:

Monthly billing cycle.

RATE:

Base Facility Charge:

Meter Size	Charge Per Billing Period
5/8" x 3/4"	$9.96
3/4"	$14.95
1"	$24.89
1-1/2"	$49.81
2"	$79.69
3"	$159.37
4"	$249.02
6"	$498.05
8"	$796.87
10"	$1,145.51

Gallonage Charge:

All Gallonage $3.77 per 1,000 gallons

Minimum Charge:

Base Facility Charge

Utility Tax Rider:

See Section VII

OTHER CHARGES:

Allowance For Funds Prudently Invested (AFPI) Charges	See Section VI
Customer Deposits	See Section VII
Meter Test Deposits	See Section VII
Miscellaneous Service Charges	See Section VII
Service Availability Charges	See Section VI

RATE SCHEDULE: CHULUOTA - PF
PRIVATE FIRE PROTECTION SERVICE

AVAILABILITY:

Available throughout the area served by the following plants:

Plant	County	Previous Sheet No.	Previous Effective Date	Previous Order No.
CHULUOTA	SEMINOLE	N/A	N/A	N/A

APPLICABILITY:

To private service lines for fire protection purposes.

LIMITATIONS:

Subject to all of the Company's Rules and Regulations of this tariff, all applicable service agreement conditions, and all applicable riders.

All the rates, conditions and regulations referred to herein are subject to approval, amendment and change by any regulatory body having jurisdiction thereof.

TERMS OF PAYMENT:

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

TYPE OF FILING:

Filing Description:	2004 Sale of Facilities
Rate Description:	Rates Reflecting 2002 Index Factor
Filing Date:	
Authority No.:	Refer to stamp on reverse side
Docket No.:	N/A
Order No.:	N/A
Order Date:	N/A

NOTES:

RATE SCHEDULE: CHULUOTA - PF
PRIVATE FIRE PROTECTION SERVICE

BILLING PERIOD:

Monthly billing cycle.

RATE:

Base Facility Charge:

Meter Size	Charge Per Billing Period
2"	$6.65
3"	$13.28
4"	$20.75
6"	$41.49
8"	$66.40
10"	$95.46

Gallonage Charge:

Not Applicable

Minimum Charge:

Base Facility Charge

Utility Tax Rider:

See Section VII

OTHER CHARGES:

Allowance For Funds Prudently Invested (AFPI) Charges	See Section VI
Customer Deposits	See Section VII
Meter Test Deposits	See Section VII
Miscellaneous Service Charges	See Section VII
Service Availability Charges	See Section VI

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SERVICE AVAILABILITY CHARGES

ALLOWANCE FOR FUNDS PRUDENTLY INVESTED
(AFPI)

AVAILABILITY:

Available throughout the area served by the system.

APPLICABILITY:

For all future water Customers connecting to the system.

LIMITATIONS:

Subject to all the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

CHARGES:

A one time charge based upon the month of initial connection.

SERVICE AVAILABILITY CHARGES

Allowance For Funds Prudently Invested (Cont.)

CHULUOTA
Seminole County

TREATMENT PLANT

	1997	1998	1999	2000	2001
January	0.00	4.00	7.00	11.00	16.00
February	1.00	4.00	8.00	12.00	16.00
March	1.00	4.00	8.00	12.00	17.00
April	1.00	5.00	8.00	12.00	17.00
May	1.00	5.00	9.00	13.00	17.00
June	2.00	5.00	9.00	13.00	18.00
July	2.00	6.00	9.00	14.00	18.00
August	2.00	6.00	10.00	14.00	18.00
September	3.00	6.00	10.00	14.00	19.00
October	3.00	6.00	10.00	15.00	19.00
November	3.00	7.00	11.00	15.00	20.00
December	3.00	7.00	11.00	15.00	20.00

Notes:

1. The amounts indicated above are per ERC. **(ERC = 217 gpd)**
2. The number of remaining ERC's is 994.
3. If the number of remaining ERC's has not connected by December 31, 2001, the maximum charge of $20 remains in effect after December 31, 2001.

Effective Date:

By: _____
Kathy L. Pape, Vice President and Treasurer

SERVICE AVAILABILITY CHARGES

Allowance For Funds Prudently Invested (Cont.)

CHULUOTA
Seminole County

TRANSMISSION / DISTRIBUTION

	1997	1998	1999	2000	2001
January	12.00	155.00	310.00	480.00	665.00
February	24.00	168.00	325.00	495.00	682.00
March	35.00	181.00	339.00	511.00	698.00
April	47.00	193.00	353.00	526.00	700.00
May	59.00	206.00	367.00	541.00	700.00
June	71.00	219.00	381.00	557.00	700.00
July	83.00	232.00	395.00	572.00	700.00
August	95.00	245.00	409.00	587.00	700.00
September	106.00	258.00	423.00	603.00	700.00
October	118.00	271.00	437.00	618.00	700.00
November	130.00	284.00	451.00	633.00	700.00
December	142.00	296.00	465.00	648.00	700.00

Notes:

1. The amounts indicated above are per ERC. (ERC = 217 gpd)
2. The number of remaining ERC's is 227.
3. If the number of remaining ERC's has not connected by December 31, 2001, the maximum charge of $700 remains in effect after December 31, 2001.

SERVICE AVAILABILITY CHARGES

AVAILABILITY:

See Sheets Nos. 3.1 - 3.3 for List of Plants.

Main Extension Charges:

Per ERC	$446.00
Per Foot Equivalent	$5.81 (1)

Meter Installation Charges:

Standard Meter:

Per Connection -	5/8" X 3/4"	$90.00
Per Connection -	3/4"	$110.00
Per Connection -	1"	$140.00
Per Connection -	1-1/2"	$300.00
Per Connection -	2"	$385.00
Per Connection -	Over 2"	Actual Cost

Meter With Built-In Backflow Preventer:

All Meter Sizes	Actual Cost

Stand Alone Backflow Prevention Device:

All Types	Actual Cost

Service Installation Charges:

Per Connection -	5/8" X 3/4"	$143.00
Per Connection -	3/4"	$143.00
Per Connection -	1"	$154.00
Per Connection -	1-1/2"	$202.50
Per Connection -	2"	$245.00
Per Connection -	Over 2"	Actual Cost

Plant Capacity Charges:

Per ERC	$700.00
Per Gallon Equivalent	$2.74 (2)

(1) Per foot equivalent based upon 83 feet per lot.
(2) Per gallon equivalent based upon average usage of 255 gallons per day per ERC.

SERVICE AVAILABILITY CHARGES

AVAILABILITY: List of Plants (Reference from Sheet No. 3.0)

Plant	County
Amelia Island	Nassau
Apple Valley	Seminole
Bay Lake Estates	Osceola
Beacon Hills	Duval
Beecher's Point	Putnam
Buenaventura Lakes	Osceola
Burnt Store	Charlotte/Lee
Carlton Village	Lake
Chuluota	Seminole
Citrus Park	Marion
Deep Creek	Charlotte
Deltona	Volusia
Dol Ray Manor	Seminole
Druid Hills	Seminole
East Lake Harris Estates	Lake
Fern Park	Seminole
Fern Terrace	Lake
Fisherman's Haven	Martin
Fountains	Osceola
Fox Run	Martin
Friendly Center	Lake
Geneva Lake Estates	Bradford
Gibsonia Estates	Polk
Grand Terrace	Lake
Harmony Homes	Seminole
Hermits Cove	Putnam
Hobby Hills	Lake
Holiday Haven	Lake
Imperial Mobile Terrace	Lake
Intercession City	Osceola
Interlachen Lake Estates/Park Manor	Putnam

SERVICE AVAILABILITY CHARGES

AVAILABILITY: List of Plants (Reference from Sheet No. 3.0) - cont.

Plant	County
Jungle Den	Volusia
Keystone Club Estates	Bradford
Keystone Heights	Clay
Kingswood	Brevard
Lake Ajay Estates	Osceola
Lake Brantley	Seminole
Lake Gibson Estates	Polk
Lake Harriet Estates	Seminole
Lakeview Villas	Clay
Lehigh	Lee
Leilani Heights	Martin
Leisure Lakes	Highlands
Marion Oaks	Marion
Meredith Manor	Seminole
Morningview	Lake
Oakwood	Brevard
Orange Hill/Sugar Creek	Polk
Palisades Country Club	Lake
Palm Port	Putnam
Palm Terrace	Pasco
Palm Valley	St. Johns
Palms Mobile Home Park	Lake
Picciola Island	Lake
Pine Ridge Estates	Osceola
Piney Woods	Lake
Pomona Park	Putnam
Postmaster Village	Clay
Quail Ridge	Lake
Remington Forest	St. Johns

SERVICE AVAILABILITY CHARGES

AVAILABILITY: List of Plants (Reference from Sheet No. 3.0) - cont.

Plant	County
River Grove	Putnam
Salt Springs	Marion
Samira Villas	Marion
Silver Lake Estates/Western Shores	Lake
Silver Lake Oaks	Putnam
Skycrest	Lake
St. Johns Highlands	Putnam
Stone Mountain	Lake
Sunny Hills	Washington
Sunshine Parkway	Lake
Tomoka	Volusia
Tropical Park	Osceola
Valencia Terrace	Lake
Venetian Village	Lake
Welaka/Saratoga Harbour	Putnam
Windsong	Osceola
Woodmere	Duval
Wootens	Putnam
Zephyr Shores	Pasco

HELD FOR FUTURE USE

SERVICE AVAILABILITY CHARGES

AVAILABILITY: List of Plants (Reference from Sheet No. 3.0) - cont.

Plant	County
Jungle Den	Volusia
Keystone Club Estates	Bradford
Keystone Heights	Clay
Kingswood	Brevard
Lake Ajay Estates	Osceola
Lake Brantley	Seminole
Lake Gibson Estates	Polk
Lake Harriet Estates	Seminole
Lakeview Villas	Clay
Lehigh	Lee
Leilani Heights	Martin
Leisure Lakes	Highlands
Marion Oaks	Marion
Meredith Manor	Seminole
Morningview	Lake
Oakwood	Brevard
Orange Hill/Sugar Creek	Polk
Palisades Country Club	Lake
Palm Port	Putnam
Palm Terrace	Pasco
Palm Valley	St. Johns
Palms Mobile Home Park	Lake
Picciola Island	Lake
Pine Ridge Estates	Osceola
Piney Woods	Lake
Pomona Park	Putnam
Postmaster Village	Clay
Quail Ridge	Lake
Remington Forest	St. Johns

SERVICE AVAILABILITY CHARGES

AVAILABILITY: List of Plants (Reference from Sheet No. 3.0) - cont.

Plant	County
River Grove	Putnam
Salt Springs	Marion
Samira Villas	Marion
Silver Lake Estates/Western Shores	Lake
Silver Lake Oaks	Putnam
Skycrest	Lake
St. Johns Highlands	Putnam
Stone Mountain	Lake
Sunny Hills	Washington
Sunshine Parkway	Lake
Tomoka	Volusia
Tropical Park	Osceola
Valencia Terrace	Lake
Venetian Village	Lake
Welaka/Saratoga Harbour	Putnam
Windsong	Osceola
Woodmere	Duval
Wootens	Putnam
Zephyr Shores	Pasco

HELD FOR FUTURE USE

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MISCELLANEOUS SERVICE CHARGES

APPLICABILITY: For the following services to all customers within the certificated service areas of the Company. See SECTION II - TERRITORY SERVED for a list of all applicable systems.

1. **Initial Connection** - This charge would be levied for service initiation at a location where service did not exist previously.

2. **Normal Reconnection** - This charge would be levied for transfer of service to a new customer account at a previously served location, or reconnection of service subsequent to a customer requested disconnection.

3. **Violation Reconnection** - This charge would be levied each time service has to be disconnected or reconnected for existing customers who have been disconnected for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

4. **Premise Visit Charge (In Lieu Of Disconnection)** - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

CHARGES: The charges assessed for these services will be in accordance with the most recent revision of FPSC Staff Advisory Bulletin No. 13.

Type of Service	Fee
Initial Connection	$15.00
Normal Reconnection	$15.00
Violation Reconnection	$15.00
Premises Visit	$10.00

CUSTOMER DEPOSITS

APPLICABILITY: For service to all customers within the certificated service areas of the Company.

CHARGES: In accordance with Rule 25-30.311, Florida Administrative Code, the total amount of deposit will be equal to the average monthly billing for water and/or wastewater service for two billing periods.

These charges are listed on Sheet Nos. 3.1 through 3.3 and will be updated annually.

CUSTOMER DEPOSITS (Cont.)

SYSTEM NAME	COUNTY	DEPOSIT
Amelia Island	Nassau	$50.00
Apple Valley	Seminole	
Bay Lake Estates	Osceola	$10.00
Beacon Hills	Duval	
Beecher's Point	Putnam	$20.00
Buenaventura Lakes	Osceola	$35.00
Burnt Store	Charlotte/Lee	$30.00
Carlton Village	Lake	
Chuluota	Seminole	
Citrus Park	Marion	
Deep Creek	Charlotte	$100.00
Deltona	Volusia	$20.00
Dol Ray Manor	Seminole	
Druid Hills	Seminole	
East Lake Harris Estates	Lake	
Fern Park	Seminole	
Fern Terrace	Lake	
Fisherman's Haven	Martin	$10.00
Fountains	Osceola	
Fox Run	Martin	
Friendly Center	Lake	
Geneva Lake Estates	Bradford	$45.00
Gibsonia Estates	Polk	$20.00
Grand Terrace	Lake	$40.00
Harmony Homes	Seminole	
Hermits Cove	Putnam	
Hobby Hills	Lake	
Holiday Haven	Lake	
Imperial Mobile Terrace	Lake	$35.00
Intercession City	Osceola	
Interlachen Lakes/Park Manor	Putnam	
Jungle Den	Volusia	$25.00

CUSTOMER DEPOSITS (Cont.)

SYSTEM NAME	COUNTY	DEPOSIT
Keystone Club Estates	Bradford	$30.00
Keystone Heights	Clay	
Kingswood	Brevard	$15.00
Lake Ajay Estates	Osceola	$50.00
Lake Brantley	Seminole	
Lake Gibson Estates	Polk	$25.00
Lake Harriet Estates	Seminole	
Lakeview Villas	Clay	$10.00
Lehigh	Lee	$35.00
Leilani Heights	Martin	
Leisure Lakes (Covered Bridge)	Highlands	$30.00
Marion Oaks	Marion	$20.00
Meredith Manor	Seminole	
Morningview	Lake	
Oakwood	Brevard	$15.00
Orange Hill/Sugar Creek	Polk	$40.00
Palisades Country Club	Lake	
Palm Port	Putnam	
Palm Terrace	Pasco	$10.00
Palm Valley	St. Johns	$25.00
Palms Mobile Home Park	Lake	
Picciola Island	Lake	
Pine Ridge Estates	Osceola	
Piney Woods	Lake	
Pomona Park	Putnam	
Postmaster Village	Clay	
Quail Ridge	Lake	$25.00
Remington Forest	St. Johns	$25.00
River Grove	Putnam	
Salt Springs	Marion	

CUSTOMER DEPOSITS (Cont.)

SYSTEM NAME	COUNTY	DEPOSIT
Samira Villas	Marion	$50.00
Silver Lake Oaks	Putnam	$30.00
Silver Lake Estates/Western Shores	Lake	$10.00
Skycrest	Lake	
Spruce Creek	Marion/Sumter	$40.00
St. Johns Highlands	Putnam	
Stone Mountain	Lake	
Stonecrest	Marion	$45.00 (Res 5/8" x 3/4") 2 times avg. bill (All others)
Sunny Hills	Washington	$25.00
Sunshine Parkway	Lake	
Tangerine	Orange	$58.00
Tomoka	Volusia	5/8" x 3/4": $10; 1": $12.50; 1½": $15.00
Tropical Park	Osceola	
Valencia Terrace	Lake	$10.00
Venetian Village	Lake	
Welaka/Saratoga Harbour	Putnam	
Windsong	Osceola	
Woodmere	Duval	
Wootens	Putnam	
Zephyr Shores	Pasco	

RETURNED CHECK CHARGE

APPLICABILITY: For service to all customers within the certificated service areas of the Company.

CHARGES: The Company will charge the maximum amount allowed in accordance with Florida Statutes, Section 68.065 and Section 832.08(5). Any bank fees incurred by the Company may also be charged to the maker or drawer of the instrument. The service charge and bank fees shall be added to the customer's bill.

WASTEWATER TARIFF

AQUA UTILITIES FLORIDA, INC.

6960 Professional Parkway, E.
Suite 400
Sarasota, FL 34240

FILED WITH

THE FLORIDA PUBLIC SERVICE COMMISSION

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Plant Name	County Name	Cert. No.	Order Number	Order Issued	Docket Number	Filing Type
Amelia Island	Nassau	122-S	19393	05/31/88	870571-WS	Transfer
Apple Valley	Seminole	226-S	0414	03/27/95	930130-WS	Additional Territory
Apple Valley	Seminole	226-S	9843	03/03/81	780813-WS	Additional Territory
Apple Valley	Seminole	226-S	7713	03/24/77	760768-WS(EX)	Additional Territory
Apple Valley	Seminole	226-S	7588	01/17/77	750761-S	Original Certificate
Beacon Hills	Duval	124-S	18512	12/08/87	851092-WS	Additional Territory
Beacon Hills	Duval	124-S	16377	07/18/86	860404-WS	Additional Territory
Beacon Hills	Duval	124-S	10836	06/03/82	810469-WS(TC)	Trnsfr; Add'l. Terr.
Beecher's Point	Putnam	284-S	1293	09/07/93	930443-WS	Additional Territory
Beecher's Point	Putnam	284-S	20469	12/20/88	880292-WS	Trnsfr: Add'l. Terr.
Buenaventura Lakes	Osceola	289-S	1325	10/31/95	941151-WS	Trnsfr; Add'l. Terr.
Burnt Store	Charlotte/Lee	255-S	PSC-00-0279-FOF-WS	02/10/00	990945-WS	Additional Territory
Burnt Store	Charlotte/Lee	255-S	PSC-97-0932-S-WS	08/05/97	960907-WS	Additional Territory
Burnt Store	Charlotte/Lee	255-S	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Burnt Store	Charlotte/Lee	255-S	PSC-93-0500-FOF-WS	04/05/93	930086-WS	Corp. Reorg.
Burnt Store	Charlotte/Lee	255-S	24411	04/22/91	900969-WS	Additional Territory
Burnt Store	Charlotte/Lee	255-S	21632	07/31/89	881340-WS	Transfer
Burnt Store	Charlotte/Lee	255-S	8334	06/05/78	770392-S	Original Certificate
Chuluota	Seminole	226-S	PSC-00-0734-FOF-WS	04/14/00	980657-WS	Territory Amend.
Chuluota	Seminole	226-S	PSC-95-0414-FOF-WS	03/27/95	930130-WS	Additional Territory
Chuluota	Seminole	226-S	16162	05/28/86	860585-WS	Additional Territory
Chuluota	Seminole	226-S	9988	05/05/81	780278-WS(TC)	Trnsfr; Terr. Amend.
Citrus Park	Marion	322-S	16108	05/13/86	850976-WS	Transfer
Deep Creek	Charlotte	496-S	PSC-00-0575-PAA-WS	03/22/00	980261-WS	Territory Amend.
Deep Creek	Charlotte	496-S	PSC-95-1164-FOF-WS	09/20/95	941301-WS	Grandfather Cert.
Deltona	Volusia	182-S	98-1560	11/23/98	980750-WS	Correction of Terr.
Deltona	Volusia	182-S	1449	10/04/93	930153-WS	Add & Delete Terr.
Deltona	Volusia	182-S	25575	01/07/92	910662-WS	Corp. Reorg.
Deltona Utilities	Volusia	048-S	22307	12/12/89	881501-WS	Trnsfr. Org. Control
Deltona Utilities	Volusia	048-S	21297	05/30/89	890464-WS	Additional Territory
Deltona Utilities	Volusia	048-S	14811	08/29/85	850187-WS	Additional Territory
Deltona Utilities	Volusia	048-S	9560	09/22/80	800152-S	Additional Territory
Deltona Utilities	Volusia	048-S	9377	05/21/80	790324-WS(TC)	Trnsfr. to Subsidiary
Deltona Utilities	Volusia	048-S	6713-A	11/02/76	74042-S(EX)	Correction
Deltona Utilities	Volusia	048-S	7210	04/19/76	760252-S(EX)	Additional Territory
Deltona Utilities	Volusia	048-S	6713	06/11/75	74042-S(EX)	Additional Territory
Deltona Utilities	Volusia	SS-89	4771	10/09/69	69297-S	Original Certificate

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Plant Name	County Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Fisherman's Haven	Martin	319-S	PSC-94-0992-FOF-WU	08/16/94	930699-WS	Additional Territory
Fisherman's Haven	Martin	319-S	21758	08/21/89	881502-WS	Trnsfr: Add'l. Terr.
Florida Cntrl. Com. Park	Seminole	226-S	21913	09/19/89	881573-SU	Trnsfr; Add'l. Terr.
Fox Run	Martin	319-S	19860-A	09/13/88	880294-WS	Correction
Fox Run	Martin	319-S	19860	08/22/88	880294-WS	Trnsfr; Add'l. Terr.
Holiday Haven	Lake	120-S	20869	03/09/89	880605-WS	Trnsfr: Add'l. Terr.
Jungle Den	Volusia	182-S	PSC-93-1449-FOF-WS	10/04/93	930153-WS	Additional Territory
Jungle Den	Volusia	182-S	20869	03/09/89	880605-WS	Trnsfr; Add'l. Terr.
Lehigh	Lee	255-S	PSC-93-0500-FOF-WS	04/05/93	930086-WS	Corp. Reorg.
Lehigh Utilities	Lee	7-S	25391	11/25/91	910781-WS	Trnsfr. Org. Control
Lehigh Utilities	Lee	7-S	12167	06/23/83	830240-WS(EX)	Additional Territory
Lehigh Utilities	Lee	7-S	4937	09/08/70	70165-S	Original Certificate
Leilani Heights	Martin	319-S	PSC-99-0430-FOF-WS	03/03/99	990086-WS	Correction of Dscrptn.
Leilani Heights	Martin	319-S	PSC-94-0992A-FOF-WS	08/30/94	930699-WS	Additional Territory
Leilani Heights	Martin	319-S	15942	04/03/86	860378-SU	Additional Territory
Leilani Heights	Martin	319-S	11246	10/14/82	810064-WS(CR)	Original Certificate
Leisure Lakes (Covered Bridge)	Highlands	359-S	22916	05/09/90	891250-WS	Transfer
Marion Oaks	Marion	322-S	PSC-99-2191-FOF-WS	11/08/99	980467-WS	Additional Territory
Marion Oaks	Marion	322-S	PSC-99-1915-FOF-WS	09/27/99	980467-WS	Additional Territory
Marion Oaks	Marion	322-S	PSC-93-1314-FOF-WS	09/09/93	930412-WS	Additional Territory
Marion Oaks	Marion	322-S	25575	01/07/92	910662-WS	Corp. Reorg.
Marion Oaks Utilities	Marion	326-S	22307	12/12/89	881501-WS	Trnsfr. Org. Control
Marion Oaks Utilities	Marion	326-S	11474	12/29/82	820424-WS	Original Certificate
Meredith Manor	Seminole	226-S	PSC-04-0594-FOF-SU	06/15/04	040296-SU	Additional Territory
Meredith Manor	Seminole	226-S	PSC-95-0414-FOF-WS	03/27/95	930130-WS	Additional Territory
Meredith Manor	Seminole	226-S	9254	02/19/80	790816-S(EX)	Additional Territory
Morningview	Lake	120-S	8299	05/05/78	780057-WS(TC)	Trnsfr; Add'l. Terr.
Palm Port	Putnam	284-S	PSC-93-1293-FOF-WS	09/07/93	930443-WS	Additional Territory
Palm Port	Putnam	284-S	9845-A	04/07/81	800368-WS(MC)	Correction
Palm Port	Putnam	284-S	9845	03/03/81	800368-WS(TC)	Trnsfr; Add'l. Terr.
Palm Terrace	Pasco	154-S	21146	04/28/89	890202-WS	Additional Territory
Palm Terrace	Pasco	154-S	20140	10/10/88	880472-WS	Trnsfr; Add'l. Terr.

SUMMARY OF TERRITORY SERVED (Cont.)

Plant Name	County Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Park Manor	Putnam	284-S	13844	11/09/84	840395-WU	Additional Territory
Salt Springs	Marion	322-S	PSC-93-1314-FOF-WS	09/09/93	930412-WS	Additional Territory
Salt Springs	Marion	322-S	16108	05/13/86	850976-WS	Transfer
Silver Lake Oaks	Putnam	284-S	23397	08/23/90	891187-WS	Trnsfr; Add'l. Terr.
South Forty	Marion	322-S	PSC-97-0186-FOF-SU	02/18/97	961183-SU	Additional Territory
South Forty	Marion	322-S	16108	05/13/86	850976-WS	Transfer
Spruce Creek	Marion/Sumter	322-S	PSC-01-2311-PAA-WS	11/26/01	001122-WS	Transfer
Spruce Creek	Marion/Sumter	467-S	PSC-00-2256-FOF-WS	11/28/00	000732-WS	Territory Amend.
Spruce Creek	Marion/Sumter	467-S	PSC-98-1208-FOF-WS	09/09/98	980238-WS	Transfer
Spruce Creek	Marion/Sumter	467-S	PSC-98-0380-FOF-WS	03/10/98	971404-WS	Territory Amend.
Spruce Creek	Marion/Sumter	467-S	PSC-96-1484-FOF-WS	12/04/96	960134-WS	Amend. & Consolid.
Spruce Creek	Marion/Sumter	467-S	PSC-96-1105-FOF-WS	08/29/96	960699-WS	Territory Amend.
Spruce Creek	Marion/Sumter	467-S	PSC-96-0958-FOF-WS	07/24/96	960380-WS	Territory Amend.
Spruce Creek	Marion/Sumter	467-S	25157	10/03/91	910746-SU	Original
Stonecrest	Marion	322-S	PSC-02-0485-PAA-WS	04/08/02	010119-WS	Transfer
Stonecrest	Marion	447-S	PSC-97-1508-FOF-WS	11/26/97	970897-WS	Amendment
Stonecrest	Marion	447-S	21063	04/18/89	890145-WS	Original Certificate

SUMMARY OF TERRITORY SERVED (Cont.)

Plant Name	County Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Sunny Hills	Washington	435-S	25575	01/07/92	910662-WS	Corp. Reorg.
Sunny Hills Utilities	Washington	435-S	22307	12/12/89	881501-WS	Trnsfr. Org. Control
Sunny Hills Utilities	Washington	435-S	18902	02/22/88	870984-WS	Original Certificate
Sunshine Parkway	Lake	120-S	PSC-95-0569-FOF-WS	05/08/95	950163-WS	Additional Territory
Sunshine Parkway	Lake	120-S	17180	02/11/87	861177-WS	Trnsfr; Add'l. Terr.
Valencia Terrace	Lake	120-S	PSC-95-0268-FOF-WS	02/28/95	940091-WS	Trnsfr; Add'l. Terr
Venetian Village	Lake	120-S	10109-A	07/31/81	800636-WS(MC)	Correctn; Add'l. Terr.
Venetian Village	Lake	120-S	10109	06/29/81	800636-WS(TC)	Transfer
Woodmere	Duval	124-S	9909	03/31/81	810029-WS(TC)	Transfer
Zephyr Shores	Pasco	154-S	18243	10/05/87	870572-WS	Transfer

SUMMARY OF COMMUNITIES SERVED

Plant Name	County Name	Development Name
Amelia Island	Nassau	Amelia Island
Apple Valley	Seminole	Apple Valley
Beacon Hills	Duval	Beacon Hills
Beecher's Point	Putnam	Riverbend
Buenaventura Lakes	Osceola	Buenaventura Lakes
Burnt Store	Charlotte/Lee	Burnt Store
Chuluota	Seminole	Chuluota
Citrus Park	Marion	Citrus Park
Deep Creek	Charlotte	Harbour Heights Section Two (Revised)
Deep Creek	Charlotte	Harbour Heights Section Five
Deep Creek	Charlotte	Harbour Heights Section Eight
Deep Creek	Charlotte	Harbour Heights Section Nine (Part One)
Deep Creek	Charlotte	Punta Gorda Isles Section 20
Deep Creek	Charlotte	Punta Gorda Isles Section 23
Deltona	Volusia	Deltona Lakes
Deltona	Volusia	Enterprise
Fisherman's Haven	Martin	Fisherman's Haven
Florida Central Commerce Park	Seminole	Florida Central Commerce Park
Fox Run	Martin	Fox Run
Holiday Haven	Lake	Holiday Haven
Jungle Den	Volusia	Jungle Den
Lehigh	Lee	Lehigh
Leilani Heights	Martin	Leilani Heights
Leisure Lakes	Highlands	Covered Bridge

SUMMARY OF COMMUNITIES SERVED (Cont.)

Plant Name	County Name	Development Name
Marion Oaks	Marion	Marion Oaks
Meredith Manor	Seminole	Brantley Harbor
Morningview	Lake	Morningview
Palm Port	Putnam	Palm Port
Palm Terrace	Pasco	Executive Woods
Palm Terrace	Pasco	Palm Terrace Estates
Palm Terrace	Pasco	Palm Terrace Gardens
Park Manor	Putnam	Park Manor
Salt Springs	Marion	American Resort
Salt Springs	Marion	Salt Springs
Silver Lake Oaks	Putnam	Silver Lake Oaks
South Forty	Marion	South Forty
Spruce Creek	Marion	Spruce Creek Golf & Country Club
Spruce Creek	Marion	Spruce Creek Preserve
Spruce Creek	Marion	Spruce Creek South
Spruce Creek	Sumter	Spruce Creek South
Stonecrest	Marion	Stonecrest
Sunny Hills	Washington	Sunny Hills
Sunshine Parkway	Lake	Sunshine Parkway

SUMMARY OF COMMUNITIES SERVED (Cont.)

Plant Name	County Name	Development Name
Valencia Terrace	Lake	Valencia Terrace
Venetian Village	Lake	Venetian Village
Woodmere	Duval	Woodmere
Zephyr Shores	Pasco	Zephyr Shores

SEMINOLE COUNTY

Territory Served

Plant Name	Cert. No.	Order No.	Order Issued	Docket Number	Filing Type
Chuluota	226-S	PSC-00-0734-FOF-WS	04/14/00	980657-WS	Territory Amendment
Chuluota	226-S	PSC-95-0414-FOF-WS	03/27/95	930130-WS	Additional Territory
Chuluota	226-S	16162	05/28/86	860585-WS	Additional Territory
Chuluota	226-S	9988	05/05/81	780278-WS(TC)	Trnsfr; Terr. Amend.
Florida Central Commerce Park	226-S	21913	09/19/89	881573-SU	Trnsfr; Add'l. Terr.

SEMINOLE COUNTY

Communities Served

Plant Name	Development Name
Chuluota	Chuluota
Florida Central Commerce Park	Florida Central Commerce Park

SEMINOLE COUNTY

Description Of Territory Served

CHULUOTA

Township 21 South, Range 32 East, Seminole County, Florida.

Sections 16 and 17

Beginning at the Southeast corner of the of the Southwest 1/4 of said Section 16, run North to the Northeast corner of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 16, thence run West 721.00 feet, thence South 54° 30' 00" West 2,693 feet to the Easterly right-of-way of F.E.C.R.R., thence Southeast along said right-of-way to the South line of said Section 17, thence East, to the Point of Beginning.

Section 20

The East 1/2 of the East 1/2 of said Section 20 and the West 1/2 of the East 1/2 of said Section 20 lying northerly of County Road 419; together with the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 20 lying Southerly of County Road 419.

Section 21

The West 3/4 of said Section 21; the Southeast 1/4 of the Northeast 1/4 less the East 200.00 feet of said Section 21; and the North 1/2 of the Northeast 1/4 of the Southeast 1/4 less the East 200.00 feet of said Section 21.

Section 28

The West 1/2 of said Section 28 and the West 1/2 of the Northeast 1/4 of said Section 28.

Section 29

The East 1/2 of the Northeast 1/4 of said Section 29; the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 29; the Southwest 1/4 of the Northeast 1/4 of said Section 29; the Southeast 1/4 of said Section 29; and the East 1/2 of the Southwest 1/4 of said Section 29.

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RULES AND REGULATIONS

TECHNICAL TERMS & ABBREVIATIONS

1.0 **"APPLICANT"** - Any person, firm, association, corporation, governmental agency, or similar organization that has applied (completed appropriate Company forms and paid the necessary fees) for service with the Company; or who has applied (completed appropriate Company forms and paid the necessary fees) to have a main extended to make service available to property not presently being served by the Company.

2.0 **"BFC"** - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for wastewater consumption on the Company's bills to its customers.

3.0 **"CERTIFICATE"** - A document issued by the Commission authorizing the Company to provide service in a specific territory.

4.0 **"CERTIFICATED AREA"** - The specific area in which the Company is granted exclusive authority by the Commission to provide services.

5.0 **"COMMISSION"** - "Commission" refers to the Florida Public Service Commission.

6.0 **"COMMUNITIES SERVED"** - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separated from another area or locality.

7.0 **"COMPANY"** - AQUA UTILITIES FLORIDA, INC.

8.0 **"CONSUMER"** - Any person, firm, association, corporation, governmental agency or similar organization supplied with wastewater service by the Company.

9.0 **"CUSTOMER"** - Any person, firm, or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.

10.0 **"LETTER OF ACCEPTANCE"** - The letter sent by the Company, after the developer completes the Company's application for extension and supplies all supporting documents for said application, in which the Company states that the terms and conditions under which it will allow the developer to connect to its mains.

11.0 **"MAIN"** - A pipe, conduit, or facility used for conveying wastewater service to individual service lines or to other mains.

12.0 **"METER"** - Any device used to measure service rendered to a Customer by the Company.

(Continued to Section III Sheet 2.1)

TECHNICAL TERMS & ABBREVIATIONS (Cont.)

(Continued from Section III Sheet 2.0)

13.0 **"PLANT CAPACITY CHARGE"** - The amount authorized by the Commission which is designed to recover a portion of the costs of plant facilities.

14.0 **"POINT OF COLLECTION"** - For wastewater systems, "point of collection" shall mean the point at which the Company's piping, fittings and valves connect with the customer's piping, fittings and valves.

15.0 **"QUALIFIED PROPERTY"** - Means the (off-site) property or properties through which an extension has been made in accordance with a Refundable Advance Agreement in order to extend facilities to the Applicant's (on-site) property; and for which the Applicant may be due a refund under the terms and conditions of the Service Availability Policy, Service Contract, or Developer's Agreement.

16.0 **"RATE SCHEDULE"** - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate(s) or charge(s).

17.0 **"RATE STRUCTURE"** - Refers to the classification system used in justifying different rates and, more specifically, to the rate relationship between various customer classes as well as the rate relationship between members of a customer class.

18.0 **"SERVICE"** - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all wastewater service required by the customer, the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

19.0 **"SERVICE AVAILABILITY POLICY"** - The section of the Company's tariff which sets forth a uniform method of determining the charges to be paid and the conditions to be met by applicants in order to obtain service from the Company.

20.0 **"SERVICE CONNECTION"** - The point of connection of the Customer's piping with the meter or service pipe owned by the Company.

21.0 **"SERVICE CONTRACT"** - A written agreement setting forth in detail the terms and conditions under which the Company will render service to a single residence or single commercial facility.

22.0 **"SERVICE LINES"** - The pipe between the Company's mains and the point of collection which includes all of the pipe, fittings and valves necessary to make the connection to the Customer's premises.

(Continued to Section III Sheet 2.2)

TECHNICAL TERMS & ABBREVIATIONS (Cont.)

(Continued from Section III Sheet 2.1)

23.0 **"SINGLE RESIDENCE OR SINGLE COMMERCIAL FACILITY"** - A customer with an end use of less than three (3) ERC's.

24.0 **"TARIFF"** - Refers to the assembled volume containing the "rules", "regulations", "rate schedules", "standard forms", "contracts" and other materials required by Florida Administrative Code, Chapter 25-9.

25.0 **"TERRITORY"** - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality, and may include areas in more than one county.

26.0 **"UTILITY"** - AQUA UTILITIES FLORIDA, INC.

RULES AND REGULATIONS

1.0 **GENERAL INFORMATION** - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

In the event that a portion of these Rules and Regulations is declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for wastewater service unless such court order or decision shall so direct.

The Company shall provide service to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

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

3.0 **WASTEWATER SERVICE** - To obtain wastewater service, application should be made at the office of the Company.

4.0 **SIGNED APPLICATION REQUIRED** - Wastewater service is furnished only after a signed application or agreement and payment of the initial connection fee are accepted by the Company. The conditions of such application or agreement are binding upon the Customer as well as upon the Company. A copy of the application or agreement for wastewater service accepted by the Company will be furnished to the applicant on request. The Applicant shall furnish to the Company the correct name and street address or lot and block number at which wastewater service is to be rendered.

5.0 **APPLICATIONS BY AGENTS** - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When wastewater service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such wastewater service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such wastewater service is rendered.

(Continued to Section III Sheet No. 3.1)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.0)

6.0 **WITHHOLDING SERVICE** - The Company may withhold or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for wastewater service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any Rule or Regulation set forth in this tariff.

7.0 **PROPERTY GRADE** - On the initial application for wastewater service, the Customer shall furnish the Company with the final grade of the property, and the Company shall set the meter box and meter accordingly. If, when the final grade is made of the Customer's property, the meter and/or the meter box are incorrectly set, due to the Customer's not having given the Company any finished grade at the time of application, or due to the Customer's having given the Company the wrong finished grade, the Company will reset the meter and/or meter box, and the Customer shall pay the actual cost for said work.

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

The Company will make such extensions to its existing facilities as may be required by one or more Customers provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the cost of providing and rendering the water service. Otherwise, the Company will require from the Customer or future Customer pre-payments, cash advances, minimum guarantees, service guarantees, contribution in aid of construction, or other arrangements with the Customer, whereby the Company will be enabled to earn a fair and reasonable return on the cost of providing and rendering the required water service. Required pre-payments, cash advances, other guarantees or contribution in aid of construction will be approved by the Commission.

9.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

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

(Continued to Section III Sheet No. 3.2)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.1)

11.0 **LIMITATION OF USE** - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the Application for Wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property through one meter, even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

12.0 **CONTINUITY OF SERVICE** - The Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice, unless interruption is caused by sudden, accidental and/or unforeseen occurrence.

13.0 **TYPE AND MAINTENANCE** - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service, and the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

14.0 **CHANGE OF CUSTOMER'S INSTALLATION** - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

(Continued to Section III Sheet No. 3.3)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.2)

15.0 **INSPECTION OF CUSTOMER'S INSTALLATION** - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local Governmental or other rules as may be in effect. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

16.0 **INDEMNITY TO COMPANY** - The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage, or injury to persons or property, in any manner directly or indirectly connected with, growing out of the transmission and use of water by the Customer at or on the Customer's side of the Point of Delivery.

17.0 **PROTECTION OF COMPANY'S PROPERTY** - The Customer shall exercise reasonable diligence to protect the Company's property on the Customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

18.0 **ACCESS TO PREMISES** - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, inspecting, or removing Company property; reading the meter; temporarily shutting off service at the meter or at any point of the Company's property while repairs or investigations are performed; or for performance under or termination of the Company's agreement with the Customer; and in so doing, the Company shall not be liable for trespass. This shall include the right of access to individual units, for any of the purposes stated above, where the meter is or will be located within a unit of a condominium, apartment, cooperative or multi-family complex.

19.0 **RIGHT OF WAY OR EASEMENTS** - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.

20.0 **EVIDENCE OF CONSUMPTION** - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

(Continued to Section III Sheet No. 3.4)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.3)

21.0 **BILLING PERIODS** - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedules and are due when rendered and shall be considered as received by the Customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by the Customer shall not release or diminish the obligation of the Customer with respect to payment thereof.

22.0 **ADJUSTMENT OF BILLS** - When a Customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the Customer as the case may be in pursuant to Rule 25-30.350, Florida Administrative Code.

23.0 **BACKBILLING** - The Company may backbill Customers for a period of no greater than twelve (12) months for any undercharge in wastewater billing which is the result of the Company's mistake. The Company shall allow the Customer to pay for the unbilled wastewater service over the same time period as the time period during which the underbilling occurred or some other mutually agreeable time period.

24.0 **MULTIPLE SERVICE ON SINGLE SERVICE** - When one wastewater service is to supply more than one house and/or store, as subdivided by partitioning walls, billing will be in accord with existing Commission's orders, Rules or Regulations, or rate schedules filed by the Company.

25.0 **REIMBURSEMENT FOR EXTRA EXPENSES** - The Customer shall reimburse the Company for all extra expenses (such as special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of the Customer's violation of the contract for service or of the Company's rules and regulations.

26.0 **DELINQUENT BILLS** - Bills are due when rendered. However, the Company shall not consider the Customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the Customer for payment. Wastewater service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code. Wastewater service shall be restored only after the Company has received payment for all past-due bills and penalties, and reconnect charges from the Customer.

There shall be no liability of any kind against the Company for the discontinuance of wastewater service to a Customer for that Customer's failure to pay the bills on time.

27.0 **NO PARTIAL PAYMENT** - Partial payment of a bill for wastewater service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

(Continued to Section III Sheet No. 3.5)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.4)

28.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the Customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently.

The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service charges and all the other expenses or charges established or provided for by these Rules and Regulations are paid.

29.0 **TEMPORARY DISCONTINUANCE OF SERVICE** - If service is terminated and resumed at the same address to the same Customer within twelve (12) months or less from the date of termination, a monthly standby charge equivalent to the Base Facility Charge, will be collected by the Company as a condition precedent to restoration of service to that Customer. If the Base Facility rate structure is not in effect, one half of the approved minimum bill will be charged for each billing period. The standby charge will be collected for each month, not to exceed twelve (12) months.

During a period that service is not being furnished to the premises, upon application to the Company by the Customer, as confirmed by the Company, a standby charge will be made.

30.0 **CHANGE OF OCCUPANCY** - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing Customer. The outgoing Customer shall be held responsible for all wastewater service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. The Customer's deposit may be transferred from one service location to another, if both locations are supplied wastewater service by the Company; the Customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its Customers, to discontinue or transfer wastewater service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

(Continued to Section III Sheet No. 3.6)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.5)

31.0 **UNAUTHORIZED CONNECTIONS - WASTEWATER** - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.

32.0 **STOPPAGE IN WASTEWATER SERVICE LINE** - The Customer is responsible for cleaning and maintaining the wastewater service line to the wastewater main. The Company is not responsible for roots from trees, shrubbery or any foreign matter entering the wastewater lateral at any point prior to entering the main line.

33.0 **STORM AND WELL WATER** - The Customer shall not drain or dispose of any storm water or any water from water wells into the wastewater system installed by the Company or service lines installed by the Customer.

34.0 **CUSTOMER DEPOSITS - ESTABLISHMENT OF CREDIT** - Before rendering wastewater service, the Company will require an Applicant for service to establish credit satisfactorily, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment of bills. Credit will be deemed so established, in accordance with Rule 25-30.311(1), Florida Administrative Code, if:

(a) the Applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested,
(b) the Applicant pays a cash deposit,
(c) the Applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

The amounts of initial deposit are shown in the Schedule of Customer Deposits in Section VII.

35.0 **ADDITIONAL DEPOSIT** - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills. The Company shall provide the Customer with reasonable written notice of such deposit of not less than 30 days, such request or notice being separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for wastewater service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the Customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Section III Sheet No. 3.7)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.6)

36.0 **INTEREST ON DEPOSIT** - The Company shall pay interest at a rate of 6% per annum (8% for Stonecrest in Marion County) on Customer deposits pursuant to Rule 25-30.311(4), Florida Administrative Code. The Company shall pay interest at a rate of 7% per annum (9% for Stonecrest in Marion County) on deposits of non-residential customers qualifying under Rule No. 37.0 below when the Company elects not to refund such a deposit after 23 months. The deposit interest shall be simple interest in all cases, and payment of interest shall be made once each year as a credit on regular bills or, when service is discontinued, as a credit on final bills . No Customer depositor will receive interest on his or her deposit until and unless a Customer relationship and the deposit have been in existence for a continuous period of six (6) months. At such time, the Customer depositor shall be entitled to receive interest from the day of the commencement of the Customer relationship and the placement of the deposit.

37.0 **REFUND OF DEPOSIT** - Pursuant to rule 25-30.311(5), Florida Administrative Code, after a Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the residential Customers' deposits and shall, at its option, either refund or pay the higher rate of interest specified above in Rule No. 36.0 for non-residential deposits, providing the customer has not, in the preceding 12 months:

(a) made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
(b) paid with a check refused by a bank,
(c) been disconnected for non-payment,
(d) at any time, tampered with the meter, or
(e) at any time, used service in a fraudulent or unauthorized manner.

Nothing in this rule shall prohibit the Company from refunding at any time a Customer's deposit with any accrued interest.

Pursuant to rule 25-30.311(6) Florida Administrative Code, upon termination of service, any remaining deposit and accrued interest may be credited against the final account, and the balance, if any, shall be returned to the Customer no later than fifteen (15) days after service is discontinued.

38.0 **RATES** - The Company reserves the right to revise the rates and charges for wastewater service as approved by the Commission.

(Continued to Section III Sheet No. 3.8)

RULES AND REGULATIONS (Cont.)

(Continued from Section III Sheet No. 3.7)

39.0 **MISCELLANEOUS SERVICE CHARGES** - The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

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

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

C. VIOLATION RECONNECTION - This charge would be levied each time service has to be disconnected or reconnected for existing customers who have been disconnected for cause according to Rule 2530.320(2), Florida Administrative Code, including a delinquency in bill payment.

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

These charges are shown in the Miscellaneous section.

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SERVICE AVAILABILITY POLICY

TERMS & ABBREVIATIONS

1.0 **"ACTIVE CONNECTION"** - Means a connection to the Company's system at the point of delivery of service, whether or not service is currently being provided.

2.0 **"BACK FLOW PREVENTOR"** - Means a valve or device installed in order to prevent contamination of the potable water in the lines of the Company by virtue of a cross connection or flow from the Customers' property into the Company's system.

3.0 **"CONTRIBUTION(S)-IN-AID-OF-CONSTRUCTION" (CIAC)** - Means any amount or item of money, services, or property received by the Company from an Applicant, any portion of which is provided at no cost to the Company, which represents an addition or transfer to the capital of the Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Company's property, facilities, or equipment used to provide utility services to the public. The term includes plant capacity charges, main extension charges, meter and service installation charges.

4.0 **"CONTRIBUTOR"** - Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.

5.0 **"CUSTOMER CONNECTION CHARGE"** - Means any payment made to the Company for the cost of installing a connection from the company's water or wastewater lines, including but not limited to the cost of piping and the meter installation fee.

6.0 **"CUSTOMER INSTALLATION"** - Means all pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature which are located on the Customer's side of the "Point of Delivery" and used in connection with or forming part of the installation necessary for rendering water service to the Customer's premises regardless of whether such installation is owned by the Customer or used by the Customer under lease or other agreement.

7.0 **"DEVELOPER'S AGREEMENT"** - Means a written agreement setting forth in detail the terms and conditions under which the Company will render services to a developer's property.

8.0 **"ECONOMIC FEASIBILITY"** - Means a test by which the operating income of the Company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Company will earn a fair return on its investment in the proposed extension.

9.0 **"EQUIVALENT RESIDENTIAL CONNECTION" (ERC)** - Means (a) 200 gallons per day, (b) the number of gallons the Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Regulation for a single residential unit.

(Continued to Section IV Sheet No. 2.1)

TERMS & ABBREVIATIONS (Cont.)

(Continued from Section IV Sheet No. 2.0)

10.0 **"GUARANTEED REVENUE AGREEMENT"** - Means a written agreement by which an applicant agrees to pay a charge designed to cover the Company's costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Company or its existing customers.

11.0 **"HYDRAULIC SHARE"** - Means the pro rata share of the capabilities of the Company's facilities to be made available for service to the contributor. The pro rata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.

12.0 **"INSPECTION FEE"** - Means either the actual or the average cost to the Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Company.

13.0 **"MAIN EXTENSION CHARGE"** - Means a charge made by the Company for the purpose of covering all or part of the Company's capital costs in extending its off-site water or wastewater facilities to provide service to specified properties. The charge is determined on the "Hydraulic Share" basis or other acceptable method reasonably related to the cost of providing the service.

14.0 **"OFF-SITE FACILITIES"** - Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations, the purpose of which is either to provide water service to properties within the service territory of the service Company or to collect wastewater received from properties within the territory.

15.0 **"ON-SITE FACILITIES"** - Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer's property, exclusive of the off-site facilities.

16.0 **"REFUNDABLE ADVANCE"** - Means money paid or property transferred to the Company by the Applicant for the installation of facilities which may not be used and useful for a period of time. The advance is made to temporarily defray the Company's costs so that the proposed extension may be rendered economically feasible and, in turn, so that service may be obtained. As additional Customers connect to the system, portions of the advance will be returned to the Applicant over a specified period of time in accordance with a written agreement.

17.0 **"SERVICE AVAILABILITY POLICY"** - Means the section of the Company's tariff which sets forth a uniform method of determining the plant capacity charge or other charges to be paid and conditions to be met, by Applicants for service in order to obtain water or wastewater service.

(Continued to Section IV Sheet No. 2.2)

TERMS & ABBREVIATIONS (Cont.)

(Continued from Section IV Sheet No. 2.1)

18.0 **"SPECIAL SERVICE AVAILABILITY CONTRACT"** - Means an agreement for charges for the extension of service which is not provided for in the Company's Service Availability Policy.

19.0 **"SYSTEM (PLANT) CAPACITY CHARGE"** - Means the charge made by the Company for each new connection to the system which charge is designed to defray a portion of the cost of the utility system.

20.0 **"UTILITY SERVICE FEES"** - Means fees that the Company will credit against the Service Availability Charges that are effective at the time application for service is made.

21.0 **"TREATMENT FACILITIES"** - Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of sewage.

(Continued to Section IV Sheet No. 3.1)

SERVICE AVAILABILITY POLICY

I. **PURPOSE** The Company is implementing this Service Availability Policy (hereinafter "Policy") to set forth the terms and conditions under which the Company will be the sole provider of service from Company facilities to individual or developer Applicants within its certificated area; and describes the charges which are intended to defray portions of the costs associated with existing and new facilities of the Company in a fair and nondiscriminatory manner.

II. **APPLICABILITY** The provisions of this policy are applicable to all customers and potential customers within the Certificated Service Area of the Company, except Buenaventura Lakes in Osceola County. Buenaventura Lakes is governed by the Service Availability Policy set forth in Paragraph VIII below.

III. **GENERAL PROVISIONS** The following provisions apply, except where Order No. 22307 mandates the Company to honor commitments to lots sold by Deltona Corporation, as outlined in Sub-section IV - SPECIAL PROVISIONS, to all extensions to the Company's facilities. No service will be provided until the Company receives the Commission's approval, as provided below, and where applicable, all terms of Section 367.045, Florida Statutes are met. The Applicant must agree to pay all costs associated with a request for service that requires an expansion of the Company's exclusive service area which is set forth in its Certificate of Authorization.

1. **Commission Approval** The terms and conditions of the Company's Service Contracts, Developer's Agreements and Refundable Advance Agreements are subject to the approval of the Commission as outlined below:

   a. Extensions that are in accordance with the standard Service Contract, Standard Developer's and/or Standard Refundable Advance Agreements, approved by the Commission for use with this Service Availability Policy, will not need additional Commission approval.

   b. Where situations exist that are not provided for in the Company's standard agreements, the Company may enter into a Special Service Availability Contract with a developer provided, however, that the Commission approve said Special Service Availability Contract before any extension is made.

   c. Approval of a developer's agreement does not preclude the Commission from affecting its provisions in the future if, pursuant to Commission approval, the terms and conditions of the Company's service availability policy are changed.

(Continued to Section IV Sheet No. 3.1)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.0)

2. **Extension Only Within Certificated Service Areas** The Company will make extensions to its facilities, to all customers within its certificated service area as may be required by one or more customers, provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the Company's investment in providing the service. To this end the Company will require, depending upon the specific circumstances, conveyance of title as described in Section V-3-b of this Service Availability Policy, service availability charges, refundable advances, contributions-in-aid-of-construction (CIAC), and/or allowance for funds prudently invested (AFPI) charges be paid by the Applicant.

3. **Extensions Where Economically and Operationally Feasible** If service is requested for property not in the Company's existing Certificated Service Area, the Company may agree to provide service where economically and operationally feasible subject to appropriate approval(s) from regulatory authorities.

4. **Obligations of the Company** As provided in this policy, the Company's obligations are to extend its existing facilities within its Certificated Service Area, and to provide service to all customers within its certificated area under the terms and conditions herein. The Company will respond to each Applicant within 30 days. Where a proposed main extension is involved, only those services specifically provided for in the Company's Commission-approved Service Contracts, Developer's Agreements or Refundable Advance Agreements, which are properly executed by the Applicant and the Company, shall obligate the Company to perform any task, or furnish any service to an Applicant or any other party.

5. **General Application for Service** The Commission requires that all Applicants for utility services within its certificated area shall make a written request (Application) for the service desired from the Company. (The Company's Application Form is in SECTION VII - MISCELLANEOUS of this tariff). This application is notice to the Company that service is desired and an expression of the Applicant's willingness to conform to the Company's policies, tariffs, rules and regulations which are in effect and on file with the Commission.

6. **On-Site Facilities** The Company shall be entitled to inspect all connections (including on-site facilities) to Company facilities. The Applicant shall reimburse the Company for all costs associated with the performance of these inspections.

(Continued to Section IV Sheet No. 3.2)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.1)

7. **Refusal of Service** The Company may refuse commencement of service to an Applicant for any of the following reasons:

   a. **Proposed Service is not lawful.** The proposed service is not lawful under the current Statutes and Rules of the Commission, or

   b. **Conditions not yet met.** A condition of the Service Availability Policy, Service Contract, Developer's Agreement or Refundable Advance Agreement has not yet been met, or

   c. **Adverse effects on existing customers.** The proposed service would adversely affect the quality or reliability of service to existing customers (e.g. capacity of existing Company facilities is insufficient), or

   d. **Economic feasibility.** The proposed service is not economically feasible as defined in Chapter 25-30.515, Florida Administrative Code (Commission Rules), or

   e. **Property outside certificated service area.** Property for which service is requested is outside of the Company's certificated service area and the Company has determined that extension of its certificated service area is not economically justified.

IV. **SPECIAL PROVISIONS**

This section is the result of FPSC Docket No. 22307 and is applicable in the situations described herein. An outcome of Docket No. 22307 approving the transfer of ownership of Deltona Corporation's utility operations to Topeka Group Inc., (TGI) was the delineation of several service availability extension situations depending on the timing and terms of property sales contracts related to lots in the certificated area. The reason for such delineation by the Commission was to ensure that people who bought lots in long-term installment sales contracts, and to whom the Deltona Corporation implied that utilities would be provided as part of the real estate transaction would not be adversely affected by the transfer.

Policy provisions are separated into three categories: 1. Contracted lots sold by Deltona Corporation or its successors under contracts prior to September 1, 1989 which generally excluded from the sales price, the cost of extending mains and related utility facilities; 2. Unsold lots sold by Deltona Corporation under contracts after September 1, 1989 which generally include as part of the cost of extending mains and provisions for the buyer to pay a Utility Service Fee and; 3. Any properties not covered in IV-1 or IV-2 including properties which are added to the certificated area as a result of territory expansions. These categories are described in more details as follows:

(Continued to Section IV Sheet No. 3.3)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.2)

1. **Contracted lots sold by Deltona Corporation or its successors under contracts prior to September 1, 1989.**

   a. Extensions will be made as soon as reasonably practical following:

      (1) receipt from the Applicant of a completed Application for Service form, and

      (2) receipt from the Applicant of satisfactory evidence that construction of a building is scheduled to commence and,

      (3) the lot is served by an asphalt paved street or road which abuts such lot and,

      (4) receipt of payment for all applicable fees.

   b. TGI will fund, in accordance with a refundable advance for construction agreement, all extensions of less than one-half (½) mile.

   c. If the extension is over one-half (½) mile but less than one (1) mile, TGI may try to exchange lots. Otherwise, TGI will fund, in accordance with a refundable advance for construction agreement.

   d. If the extension is over one (1) mile, Deltona Corporation, TGI and/or the Company may try to exchange lots; or TGI and/or Deltona Corporation will fund, in accordance with a refundable advance for construction agreement; or Deltona Corporation may provide alternative utility services until the Company has its services within one mile.

2. **Unsold lots sold by Deltona Corporation or its successors under contracts after September 1, 1989.**

   a. through d as in IV-1 above and,

   e. Properties sold by Deltona Corporation or its successors include as part of the sales agreement, provisions for the buyer to pay a Utility Service Fee. The Utility Service Fee, which are subject to periodic adjustments, are currently set at $500.00 for water service and $1,000.00 for wastewater service, and

   f. Lot owners may not demand service until the contract period (usually 1½ to 10 years) provided in the land purchase agreement has expired.

(Continued to Section IV Sheet No. 3.4)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.3)

3. **Any properties not covered in IV-1 or IV-2 including properties which are added to the certificated area as a result of territory expansions. The remaining rules are applicable for all situations other than those described in items IV-1 and IV-2 above. Charges to these customers may include one or more of the following:**

   a. **Predetermined Service Availability Charges.** The tariffed charges, described in this portion of the tariff as Service Availability Charges, and whose amounts are listed in the rates portion of this tariff, apply if the main is already installed.

   b. **Main Extension Charges.** If the main is not in place, the costs associated with the necessary extension of, for example, off-site facilities apply as described more fully under Service Availability Charges below; and as ratified in a Service Contract, a Developer's Agreement and/or a Refundable Advance Agreement which are discussed more fully under **SPECIAL CONDITIONS**.

V. **MAIN EXTENSION RULES** Where there is not an existing main available, the Company will extend its main to provide service, except for lots described in Parts IV-1 and IV-2 of the SPECIAL PROVISIONS section, provided the Applicant has first entered into a Commission-approved Service Contract, Developer's Agreement or Refundable Advance Agreement with the Company.

1. **Applications for Main Extensions** Whenever an extension to one of the Company's mains is involved, it shall be in accordance with the following rules:

   Any Applicant shall, in addition to the general application for service, make a written request regarding the specific main extension desired from the Company. Said application, as required by Commission Rules (Chapter 25-30.525, Florida Administrative Code) shall include, but not be limited to the following information, if applicable:

   a. A legal description of the property including reference to section, township and range.
   b. A drawing of the property showing its boundaries.
   c. The present zoning classification of the property.
   d. A plat map.
   e. Three sets of a site and utility plan (and floor plan for commercial developments).
   f. The intended land use of the development, including densities and types of use.
   g. The name and address of the person or entity making the application for extension of service.

(Continued to Section IV Sheet No. 3.5)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.4)

h. The nature of the Applicant's title to or interest in the described property.
i. The date, or estimated date, service will be needed.

2. **Rules for Extending Mains to a Single Residence or a Single Commercial Facility** Where an extension of the Company's facilities is required to provide service to a single residence or a single commercial facility, the Company will furnish a cost estimate of the proposed extension, a preliminary sketch of the extension, and the terms and conditions to be contained in the Service Contract necessary for service to be extended.

3. **Rules for Extending Mains to Developer Facilities** Service to a developer requiring an extension of the Company's facilities will be conducted under the terms and conditions of a Developer's Agreement or a Refundable Advance Agreement wherein the Company will negotiate with the developer whether it will design, construct and install extensions from existing facilities to the property to be served or have the developer undertake these activities. If the company installs the necessary facilities, it will prepare a Developer's Agreement detailing the cost estimate and other items necessary for such extensions to be made. If the developer is to perform the design, construction and installation, the developer must obtain approval of the Company as outlined in the Commission's Rules. Developer's Agreements are subject to the approval of the Commission and shall be in accordance with the following:

   a. **Existing facilities to a development.** If the request is for service to a development, and the provision of service will be by the extension of existing facilities through Company investment, the Company shall be responsible for all engineering, planning, design, and construction.

   b. **Developer providing facilities.** If the request is for service to a development and the developer will be providing the necessary facilities for the extension, or will be paying for the construction of the facilities, the developer shall be responsible for the planning, design, and development of construction drawings needed to extend the existing facilities to serve the proposed development. The plans, designs and development drawings shall be in accordance with applicable laws or ordinances. The Company will furnish general construction specifications, an estimate of all costs to be borne by the developer (including all applicable Service Availability Charges) that are in addition to the costs of the facilities the developer is to construct, and a quotation of advances to be made upon execution of a Developer's Agreement. By way of further explanation, the Developer will be responsible for the following:

(Continued to Section IV Sheet No. 3.6)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.5)

(1) **Design of new facilities.** The developer will retain the services of a registered professional engineer to prepare all plans and specifications for water facilities (hereinafter "facilities") to connect to the Company's facilities at points designated by the Company. Said plans and specifications must be approved by the Company prior to submission to any regulatory agency for review.

(2) **Approvals and permits.** The developer shall be required to obtain all necessary approvals and permits for construction of the new facilities from the appropriate regulatory agencies.

(3) **Construction of facilities.** The developer will, at its own expense, construct and install all facilities in accordance with the plans and specifications as approved by the Company. Additionally, the developer shall be responsible for certifying to the appropriate regulatory agency that the facilities have been installed and tested in accordance with the plans and specifications prepared by the developer's engineer.

(4) **Warranty on workmanship.** The developer shall warrant all facilities against defect in materials and workmanship for a period of one year from the date of acceptance of said facilities by the Company.

(5) **Inspection of facilities.** The Company shall have the right to inspect the construction of the facilities and to recommend reasonable changes. Additionally, within sixty (60) days after the completion and certification of the facilities, the Company may perform an inspection of the facilities. The developer shall reimburse the Company for all costs associated with the performance of these inspections, as provided for in this tariff.

(6) **Conveyance of title.** Prior to a letter of acceptance being issued by the Company, the developer shall immediately convey title of the facilities to the Company, and before accepting the responsibility for operation and maintenance of the facilities, the developer shall provide, without charge to the Company, the following information:

(Continued to Section IV Sheet No. 3.7)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.6)

(a) Cost Report - which shall detail, as provided for in the National Association of Regulatory Commissioners (NARUC) Uniform System of Accounts, all costs incurred in the construction of the facilities, including engineering, inspection, and administrative costs,

(b) Three copies of "As-Built-Plans" - Shall be 24"x36" Mylar, showing precise location of all lines and appurtenances in relation to an identifiable property line or referenced monument,

(c) Easements - as required,

(d) Contractor's waiver and release of lien,

(e) Contractor's Letter of Warranty or Developer's Contract Bond,

(f) Absolute Bill of Sale,

(g) All required fees and charges.

4. **Company Extends for Its Own Future Benefit** If the company installs (or has installed) facilities for its future benefit capacity in excess of what would normally be required for the requested extension, the incremental cost for this excess capacity shall not be included in cost estimates to Applicants; and shall be the Company investment or recovered by a Refundable Advance Agreement.

VI. **SERVICE AVAILABILITY CHARGES** The following charges will be applied, if applicable. The charges are subject to change from time to time as deemed necessary by the Company and the Commission. These charges are defined as a CIAC, and do not entitle the Applicant to any rights of ownership. The Company will own and maintain the facilities for which these charges are levied. The specific charges, as approved by the Commission and provided in the rates portion of this tariff, are described as follows:

1. **Plant Capacity Charges** The Company will collect a fee, designed to defray a portion of the cost of the facilities not covered in other Service Availability Charges.

2. **Meter Installation Charges** The Company will collect, for water service installations, a fee to cover the costs required to install a meter, including meter boxes, fittings, etc. at the point of delivery.

(Continued to Section IV Sheet No. 3.8)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.7)

3. **Service Installation Charges** The Company will collect a fee to cover the costs required to install a service line from the Company's main to the point of delivery.

   a. **Short Service** - Tapping into the main line, which would be located on the same side of the street as property to be served and putting in the service line.

   b. **Long Service** - Tapping into the main line, which would be located on the opposite side of an "unpaved" road of the property to be served and putting in the service line.

   c. **Long Service** - Tapping into the main line, which would be located on the opposite side of "paved" road of property to be served. Putting in the service line by method of jacking or boring the service line under the street.

4. **Main Extension Charges** The Company will collect a fee to offset a portion of the cost of the mains. Where there is an existing main available, the charges to the Applicant will be the charges as provided in this tariff. Where there is not an existing main available, the charges to the Applicant for the Company to extend its main to service the Applicant will be the actual cost, which will be recovered either through a Service Contract, Developers Agreement or Refundable Advance Agreement, all of which are subject to prior Commission approval. See Section IV - SPECIAL PROVISIONS of this policy for an explanation on those extensions of mains for which Topeka has agreed to fund extensions to certain lots sold or to be sold by the Deltona Corporation or the circumstances where any Utility Service Fee paid by the lot owner will be applied against the required tariffed Service Availability Charges.

5. **Allowance for Funds Prudently Invested (AFPI)** The Company will collect commission-approved fee designed to cover the carrying costs of actual company investment in plant prudently constructed for future customer use. Such investment will include plant and may include distribution lines, and will be applicable to all NEW connections utilizing such plant. When application is made for service, AFPI charges will be collected at the same time that payment(s) are made for other Service Availability Charges. The AFPI charge will increase for the maximum period allowed by the Commission, after which time it will remain constant. It will continue to be charged to all NEW connections until such time as the total Equivalent Residential Connections (ERC's) equal or exceed the capacity of the plant for which the charge is being collected.

6. **Inspection Fee** - See Sub-section V-3-b

(Continued to Section IV Sheet No. 3.9)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.8)

VII. **SPECIAL CONDITIONS** Under certain circumstances, as outlined below, special funding arrangements will be necessary or have been arranged for payment of the charges described in this Service Availability Policy.

1. **Refundable Advances** Where extensions are required for contiguous properties for which service has not yet been provided (hereinafter "Qualified Property") and, where the Company determines that an extension is economically justified or is appropriate to improve system reliability or enhance the quality of service to existing customers; a separate Refundable Advance Agreement may be undertaken by the Applicant and the Company, at the time of the request for service, temporarily defray the cost of any off-site extension of mains and other facilities necessary to provide service to the Applicant's property.

   a. **Basis of Refundable Advance.** The amount of the refundable advance will be based on the actual cost of the off-site mains and other facilities. Such facilities shall be designed and constructed in accordance with the Company's plans for service to the immediate surrounding area.

   b. **Charges Paid by the Applicant.** Charges paid by the Applicant over and above the Applicant's hydraulic share of the facilities shall be refunded, interest free, in accordance with the terms and conditions of a Commission-approved Refundable Advance Agreement which the Company will execute with the Applicant.

   c. **Prorated Share of the Capacity.** The Company will collect fees from other Applicants of the Qualified Property based upon their prorated hydraulic share of the facilities. Within sixty (60) days of collection of said fees by the Company, a refund of said fees shall be made to the Applicant in accordance with the Refundable Advance Agreement.

   d. **Limits on Refund.** Notwithstanding any other provisions of this section, the life of the Refundable Advance Agreement shall be as provided in the Agreement, after which time the balance of any possible refund not already made to the Applicant pursuant to the terms and conditions of the Refundable Advance Agreement will be retained by the Company and such Refundable Advance Agreement will be canceled. In no event shall an Applicant recover an amount (without interest) greater than the difference between the capitalized cost of such improvements and the Applicant's own hydraulic share of the cost of such improvements.

(Continued to Section IV Sheet No. 3.10)

SERVICE AVAILABILITY POLICY (Cont.)

(Continued from Section IV Sheet No. 3.9)

2. **Topeka-Deltona Agreement** Agreements between the Company, Deltona Corporation and the Topeka Group set forth certain responsibilities of these parties for funding construction costs related to extending water mains to serve certain lots sold by Deltona Corporation. A copy of the development agreement between Deltona Corporation and the Company is on file at the local utility office and may be examined by any interested Applicant during regular business hours. Provisions of this agreement are outlined above in Sub-section IV - SPECIAL PROVISIONS.

3. **Deferring or Waiving Service Availability Policies and Charges** If allowed by the Commission, the Company may defer or waive, with or without conditions, all or portions of its service availability charges and service availability policies for a prospective customer or group of customers in cases where exceptional circumstances exist. Exceptional circumstances are evaluated on a case-by-case basis. By Order No. PSC-97-0932-S-WS, issued August 5, 1997, in Docket No. 960907-WS, the Commission agreed exceptional circumstances existed as to the current connections within the Burnt Store Colony mobile home park in Charlotte County and that plant capacity charges were appropriately waived where: (1) the park's treatment plant failed, (2) the park's distribution facilities were transferred to the Company and the value thereof booked as contributions, (3) the park paid for the interconnection to the Company's existing lines, (4) the park retained ownership of and dismantled its treatment plant, (5) the Company had sufficient existing supply and treatment capacity to serve the park, and (6) the Company's existing customer base would benefit from the transaction with the park.

VIII **SERVICE AVAILABILITY POLICY FOR BUENAVENTURA LAKES IN OSCEOLA COUNTY**
The Company provides all facilities employed to make its sewer service available to lots within the Buenaventura Lakes certificated territory. Service to each specific lot will be initiated upon the payment of a sewer system capacity fee and the posting of authorized deposits, all of which are specified in the Company's Service Availability Charges tariff sheets.

IX. **SERVICE AVAILABILITY POLICY FOR SPRUCE CREEK IN MARION/SUMTER COUNTY**
Collection lines, as well as the wastewater treatment plant, are installed and constructed by the Company. The Company collects a plant capacity charge and a main extension charge as shown in Section VI, Sheet No. 3.4 when wastewater service is requested.

X. **SERVICE AVAILABILITY POLICY FOR STONECREST IN MARION COUNTY**
The Company will provide service to any customer within its certificated territory requesting same upon application or execution of a developer agreement and payment of the required system capacity charges as listed in Section VI, Sheet No. 3.5 of this tariff, and compliance with such other requirements as may be appropriate under the provisions of the Company's tariff and the rules or statutes of the Florida Public Service Commission.

TABLE OF DAILY FLOWS

Types of Establishment	Estimated Daily Flows		
Apartment Buildings (per apartment)	250	gpd	*[1]*
Banquet Halls (per seat)	15	gpd	
Bars and Cocktail Lounges	5	gpcd	*[2]*
Bathrooms (non-residential, per toilet or urinal)	250	gpd	
Beauty Shops (per seat)	150	gpd	
Boarding Schools (students and staff)	50	gpcd	
Boarding Houses	50	gpcd	
Bowling Alleys (toilet wastes only, per lane)	75	gpd	
Churches (per seat)	3	gpd	
Country Clubs (per member)	15	gpcd	
Day Schools (with cafeteria, no gymnasium or showers)	8	gpcd	
Day Schools (with cafeteria, gymnasium or showers)	12	gpcd	
Day Schools (with cafeteria, gymnasium and showers)	20	gpcd	
Day Workers at Offices and Schools	15	gpcd	
Drive-in Theaters (per car space)	5	gpd	
Factories (with showers)	25	gpcd	
Factories (no showers)	10	gpd/100 sq. ft.	
Funeral Homes	10	gpd/100 sq. ft.	
Gas Stations (no car wash)	400	gpd	
Hospitals (with laundry)	200	gpd/bed	
Hospitals (no laundry)	150	gpd/bed	
Hotels and Motels (per room & unit)	100	gpd	
Laundromats (per washing machine)	200	gpd	
Mobile Home Parks (per trailer)	200	gpd	
Movie Theaters and Auditoriums (per seat)	3	gpd	
Nursing Homes	125	gpd/bed	
Office Buildings	10	gpd/100 sq. ft.	
Public Institutions (other than those listed herein)	75	gpcd	
Restaurants (per seat)	35	gpd	
Restaurants (take-out)	35	gpd/100 sq. ft. (350 gpd minimum)	
Restaurants (fast food, per seat)	25	gpd	
Single Family Residences	200	gpd	
Shopping Centers	10	gpd/100 sq. ft.	
Stadiums, Frontons, Ball Parks, etc. (per seat)	3	gpd	
Stores (without kitchen wastes)	5	gpd/100 sq. ft.	
Speculative Buildings	10	gpd plus 10 gpd per 100 sq. ft.	
Townhouse Residences	160	gpcd	
Warehouses	30	gpd plus 10 gpd per 1000 sq. ft.	

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

THE ABOVE ESTIMATED DAILY FLOWS WILL APPLY EXCEPT WHERE OTHERWISE INDICATED. HISTORICAL DATA SHOULD BE USED WHEN AVAILABLE.

Effective Date:

By: _____
Kathy L. Pape, Vice President and Treasurer

TABLE OF DAILY FLOWS

For Deep Creek in Charlotte County Only

Types of Establishment	Estimated Daily Flows		
Apartments	155	gpd	*[1]*
Bars and Cocktail Lounges (per seat)	5	gpd	
Boarding Schools (students and staff)	75	gpcd	*[2]*
Bowling Alleys (toilet wastes only, per lane)	100	gpd	
Country Clubs (per member)	25	gpcd	
Day Schools (students and staff)	10	gpcd	
Drive-in Theaters (per car space)	5	gpd	
Factories (with showers)	30	gpcd	
Factories (no showers)	10	gpd/100 sq. ft.	
Hospitals (with laundry; per bed)	250	gpd	
Hospitals (no laundry; per bed)	200	gpd	
Hotels and Motels (no restaurants or laundry; per room or unit)	150	gpd	*[3]*
Laundromats (per washing machine)	225	gpd	
Mobile Home Parks (per trailer)	185	gpd	
Movie Theaters, Auditoriums, Churches (per seat)	3	gpd	
Nursing Homes (per bed)	100	gpd	
Office Buildings	10	gpd/100 sq. ft.	
Public Institutions (other than those listed herein)	75	gpcd	
Restaurants (per seat)	50	gpd	
Restaurants (fast food; per seat)	30	gpd	
Single Family Residences:			
Water: 5/8" x 3/4" meter	225	gpd	
1" meter	315	gpd	
1 1/2" meter	410	gpd	
Sewer:	190	gpd	
Townhouse Residences	155	gpd	*[4]*
Stadiums, Frontons, Ball Parks, etc. (per seat)	3	gpd	
Stores (without kitchen wastes)	5	gpd/100 sq. ft.	
Speculative Buildings	30	gpd plus 10 gpd per 100 sq. ft.	
Warehouses	30	gpd plus 10 gpd per 1,000 sq. ft.	

[1] gpd - gallons per day
[2] gpcd - gallons per capita per day
[3] Motels and hotels with other facilities to be qualified as per schedule (i.e., with laundry, add 50 gpd; with restaurant, add 50 gpd per seat).
[4] Condominiums shall be rated in accordance with the type - Apartments, Townhouses, etc.

THE ABOVE ESTIMATED DAILY FLOWS WILL APPLY EXCEPT WHERE OTHERWISE INDICATED. HISTORICAL DATA SHOULD BE USED WHEN AVAILABLE.

RATE SCHEDULE: CHULUOTA - RS
RESIDENTIAL SERVICE

AVAILABILITY:

Available throughout the area served by the following plants:

Plant	County	Previous Sheet No.	Previous Effective Date	Previous Order No.
CHULUOTA	SEMINOLE	N/A	N/A	N/A

APPLICABILITY:

For all purposes in private residences or individually metered apartment units.

LIMITATIONS:

Subject to all of the Company's Rules and Regulations of this tariff, all applicable service agreement conditions, and all applicable riders.

All the rates, conditions and regulations referred to herein are subject to approval, amendment and change by any regulatory body having jurisdiction thereof.

TERMS OF PAYMENT:

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

TYPE OF FILING:

Filing Description:	2004 Sale of Facilities
Rate Description:	Rates Reflecting 2002 Index Factor
Filing Date:	
Authority No.:	Refer to stamp on reverse side
Docket No.:	N/A
Order No.:	N/A
Order Date:	N/A

NOTES:

RATE SCHEDULE: CHULUOTA - RS
RESIDENTIAL SERVICE

BILLING PERIOD:

Monthly billing cycle.

RATE:

Base Facility Charge:

Meter Size	Charge Per Billing Period
5/8" x 3/4"	$21.60
3/4"	$21.60
1"	$21.60
1-1/2"	$21.60
2"	$21.60
3"	$21.60
4"	$21.60
6"	$21.60
8"	$21.60
10"	$21.60

Gallonage Charge:

0 - 6,000	$7.86 per 1,000 gallons
All Excess Gallons	No Charge

Minimum Charge:

Base Facility Charge

Utility Tax Rider:

Not Applicable

OTHER CHARGES:

Allowance For Funds Prudently Invested (AFPI) Charges	See Section VI
Customer Deposits	See Section VII
Miscellaneous Service Charges	See Section VII
Service Availability Charges	See Section VI

Effective Date:

By: _____
Kathy L. Pape, Vice President and Treasurer

RATE SCHEDULE: CHULUOTA - RWO
RESIDENTIAL WASTEWATER ONLY SERVICE

AVAILABILITY:

Available throughout the area served by the following plants:

Plant	County	Previous Sheet No.	Previous Effective Date	Previous Order No.
CHULUOTA	SEMINOLE	N/A	N/A	N/A

APPLICABILITY:

For all purposes in private residences or individually metered apartment units with sewer service only.

LIMITATIONS:

Subject to all of the Company's Rules and Regulations of this tariff, all applicable service agreement conditions, and all applicable riders.

All the rates, conditions and regulations referred to herein are subject to approval, amendment and change by any regulatory body having jurisdiction thereof.

TERMS OF PAYMENT:

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

TYPE OF FILING:

Filing Description:	2004 Sale of Facilities
Rate Description:	Rates Reflecting 2002 Index Factor
Filing Date:	
Authority No.:	Refer to stamp on reverse side
Docket No.:	N/A
Order No.:	N/A
Order Date:	N/A

NOTES:

+

Effective Date:

By: _____
Kathy L. Pape, Vice President and Treasurer

RATE SCHEDULE: CHULUOTA - RWO
RESIDENTIAL WASTEWATER ONLY SERVICE

BILLING PERIOD:

Monthly billing cycle.

RATE:

Base Facility Charge:

Meter Size	Charge Per Billing Period
All	$53.99

Gallonage Charge:

Not Applicable

Minimum Charge:

Flat Rate

Utility Tax Rider:

Not Applicable

OTHER CHARGES:

Allowance For Funds Prudently Invested (AFPI) Charges	See Section VI
Customer Deposits	See Section VII
Miscellaneous Service Charges	See Section VII
Service Availability Charges	See Section VI

RATE SCHEDULE: CHULUOTA - GS & MF
GENERAL AND MULTI-FAMILY MASTER METER SERVICES

AVAILABILITY:

Available throughout the area served by the following plants:

Plant	County	Previous Sheet No.	Previous Effective Date	Previous Order No.
CHULUOTA	SEMINOLE	N/A	N/A	N/A

APPLICABILITY:

To any Customers for which no other rate schedule applies.

LIMITATIONS:

Subject to all of the Company's Rules and Regulations of this tariff, all applicable service agreement conditions, and all applicable riders.

All the rates, conditions and regulations referred to herein are subject to approval, amendment and change by any regulatory body having jurisdiction thereof.

TERMS OF PAYMENT:

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

TYPE OF FILING:

Filing Description:	2004 Sale of Facilities
Rate Description:	Rates Reflecting 2002 Index Factor
Filing Date:	
Authority No.:	Refer to stamp on reverse side
Docket No.:	N/A
Order No.:	N/A
Order Date:	N/A

NOTES:

RATE SCHEDULE: CHULUOTA - GS & MF
GENERAL AND MULTI-FAMILY MASTER METER SERVICES

BILLING PERIOD:

Monthly billing cycle.

RATE:

Base Facility Charge:

Meter Size	Charge Per Billing Period
5/8" x 3/4"	$21.60
3/4"	$32.41
1"	$54.01
1-1/2"	$108.01
2"	$172.83
3"	$345.65
4"	$540.09
6"	$1,080.16
8"	$1,728.26
10"	$2,484.39

Gallonage Charge:

All Gallonage $9.42 per 1,000 gallons

Minimum Charge:

Base Facility Charge

Utility Tax Rider:

Not Applicable

OTHER CHARGES:

Allowance For Funds Prudently Invested (AFPI) Charges	See Section VI
Customer Deposits	See Section VII
Miscellaneous Service Charges	See Section VII
Service Availability Charges	See Section VI

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Buenaventura Lakes	2.6
Burnt Store	2.6.5
Chuluota	2.7
Citrus Park	2.8.5
Deep Creek	2.11
Deltona	2.12
Fisherman's Haven	2.13.5
Florida Central Commerce Park	2.14
Holiday Haven	2.16
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Service Availability Charges for Stonecrest in Marion County	3.5

SERVICE AVAILABILITY CHARGES

ALLOWANCE FOR FUNDS PRUDENTLY INVESTED (AFPI)

AVAILABILITY:

Available throughout the area served by the system.

APPLICABILITY:

For all future wastewater Customers connecting to the system.

LIMITATIONS:

Subject to all the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

CHARGES:

A one time charge based upon the month of initial connection.

SERVICE AVAILABILITY CHARGES

Allowance For Funds Prudently Invested (Cont.)

CHULUOTA
Seminole County

	1997	1998	1999	2000	2001
January	81.00	1,064.00	1,300.00	1,300.00	1,300.00
February	163.00	1,152.00	1,300.00	1,300.00	1,300.00
March	244.00	1,240.00	1,300.00	1,300.00	1,300.00
April	325.00	1,300.00	1,300.00	1,300.00	1,300.00
May	407.00	1,300.00	1,300.00	1,300.00	1,300.00
June	488.00	1,300.00	1,300.00	1,300.00	1,300.00
July	569.00	1,300.00	1,300.00	1,300.00	1,300.00
August	650.00	1,300.00	1,300.00	1,300.00	1,300.00
September	732.00	1,300.00	1,300.00	1,300.00	1,300.00
October	813.00	1,300.00	1,300.00	1,300.00	1,300.00
November	894.00	1,300.00	1,300.00	1,300.00	1,300.00
December	976.00	1,300.00	1,300.00	1,300.00	1,300.00

Notes:

1. The amounts indicated above are per ERC. (ERC = 155 gpd)
2. The number of remaining ERC's is 19.
3. If the number of remaining ERC's has not connected by December 31, 2001, the maximum charge of $1300 remains in effect after December 31, 2001.

SERVICE AVAILABILITY CHARGES

Allowance For Funds Prudently Invested (Cont.)

CHULUOTA
Seminole County

TREATMENT AND DISPOSAL

	1997	1998	1999	2000	2001
January	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00
February	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00
March	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00
April	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00
May	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00
June	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00
July	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00
August	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00
September	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00
October	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00
November	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00
December	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00

Notes:

1. The amounts indicated above are per ERC. (ERC = 155 gpd)
2. The number of remaining ERC's is 178.
3. If the number of remaining ERC's has not connected by December 31, 2001, the maximum charge of $1300 remains in effect after December 31, 2001.

SERVICE AVAILABILITY CHARGES

AVAILABILITY:

See Sheets Nos. 3.1 - 3.2 for List of Plants.

Main Extension Charges:

Per ERC	$480.00
Per Foot Equivalent	$7.38 (1)

Service Installation Charges:

Per Connection (Unpaved) -	4"	$170.00
Per Connection (Unpaved) -	6"	$227.00
Per Connection (Paved) -	4"	$548.00
Per Connection (Paved) -	6"	$605.00

Plant Capacity Charges:

Per ERC	$1,300.00
Per Gallon Equivalent	$7.59 (2)

(1) Per foot equivalent based upon 65 feet per lot.
(2) Per gallon equivalent based upon average usage of 171 gallons per day per ERC.

SERVICE AVAILABILITY CHARGES

AVAILABILITY: List of Plants (Reference from Sheet No. 3.0)

Plant	County
Amelia Island	Nassau
Apple Valley	Seminole
Beacon Hills	Duval
Beecher's Point	Putnam
Buenaventura Lakes	Osceola
Burnt Store	Charlotte/Lee
Chuluota	Seminole
Citrus Park	Marion
Deep Creek	Charlotte
Deltona	Volusia
Fisherman's Haven	Martin
Florida Central Commerce Park	Seminole
Fox Run	Martin
Holiday Haven	Lake
Jungle Den	Volusia
Lake Gibson Estates	Polk
Lehigh	Lee
Leilani Heights	Martin
Leisure Lakes	Highlands
Marion Oaks	Marion
Meredith Manor	Seminole
Morningview	Lake
Palm Port	Putnam
Palm Terrace	Pasco
Park Manor	Putnam

SERVICE AVAILABILITY CHARGES

AVAILABILITY: List of Plants (Reference from Sheet No. 3.0) - cont.

Plant	County
Salt Springs	Marion
Silver Lake Oaks	Putnam
South Forty	Marion
Sunny Hills	Washington
Sunshine Parkway	Lake
Valencia Terrace	Lake
Venetian Village	Lake
Woodmere	Duval
Zephyr Shores	Pasco

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Service Availability Fees Receipt	8.0
Requirements for Reclaimed Water Service	9.0

MISCELLANEOUS SERVICE CHARGES

APPLICABILITY: For the following services to all customers within the certificated service areas of the Company. See SECTION II - TERRITORY SERVED for a list of all applicable systems.

1. **Initial Connection** - This charge would be levied for service initiation at a location where service did not exist previously.

2. **Normal Reconnection** - This charge would be levied for transfer of service to a new customer account at a previously served location, or reconnection of service subsequent to a customer requested disconnection.

3. **Violation Reconnection** - This charge would be levied each time service has to be disconnected or reconnected for existing customers who have been disconnected for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

4. **Premise Visit Charge (In Lieu Of Disconnection)** - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

CHARGES: The charges assessed for these services will be in accordance with the most recent revision of FPSC Staff Advisory Bulletin No. 13.

Type of Service	Fee
Initial Connection	$15.00
Normal Reconnection	$15.00
Violation Reconnection	Actual Cost
Premises Visit	$10.00

CUSTOMER DEPOSITS

APPLICABILITY: For service to all customers within the certificated service areas of the Company.

CHARGES: In accordance with Rule 25-30.311, Florida Administrative Code, the total amount of deposit will be equal to the average monthly billing for water and/or wastewater service for two billing periods.

These charges are listed on Sheet No. 3.1 and will be updated annually.

CUSTOMER DEPOSITS (Cont.)

SYSTEM NAME	COUNTY	DEPOSIT
Amelia Island	Nassau	
Apple Valley	Seminole	
Beacon Hills	Duval	
Beecher's Point	Putnam	$30.00
Buenaventura Lakes	Osceola	$15.00 (Res)
Burnt Store	Charlotte/Lee	$30.00
Chuluota	Seminole	
Citrus Park	Marion	
Deep Creek	Charlotte	$100.00
Deltona	Volusia	**$30.00**
Fisherman's Haven	Martin	$10.00
Florida Central Commerce Park	Seminole	
Fox Run	Martin	
Holiday Haven	Lake	$25.00
Jungle Den	Volusia	$25.00
Lake Gibson Estates	Polk	$35.00
Lehigh	Lee	$50.00
Leilani Heights	Martin	
Leisure Lakes (Covered Bridge)	Highlands	$30.00
Marion Oaks	Marion	$30.00
Meredith Manor	Seminole	
Morningview	Lake	
Palm Port	Putnam	
Palm Terrace	Pasco	$10.00
Park Manor	Putnam	
Salt Springs	Marion	
Silver Lake Oaks	Putnam	$30.00
South Forty	Marion	
Stonecrest	Marion	$45.00 (Res 5/8" x 3/4") 2 times avg. bill (All others)
Sunny Hills	Washington	$25.00
Sunshine Parkway	Lake	

CUSTOMER DEPOSITS (Cont.)

SYSTEM NAME	COUNTY	DEPOSIT
Valencia Terrace	Lake	$10.00
Venetian Village	Lake	
Woodmere	Duval	
Zephyr Shores	Pasco	

RETURNED CHECK CHARGE

APPLICABILITY: For service to all customers within the certificated service areas of the Company.

CHARGES: The Company will charge the maximum amount allowed in accordance with Florida Statutes, Section 68.065 and Section 832.08(5). Any bank fees incurred by the Company may also be charged to the maker or drawer of the instrument. The service charge and bank fees shall be added to the customer's bill.

EXHIBIT Q

The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

Copies of Water Certificate No. 279-W and Wastewater Certificate No. 226-S for Seminole County are attached. The originals were submitted to the Commission in conjunction with Docket No. 030637-WS - In re: Petition for approval of deletion of territory in Seminole County by Florida Water Services Corporation.

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number
279 - W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

FLORIDA WATER SERVICES CORPORATION

Whose principal address is:

1000 Color Place
Apopka, Florida 32703 (Seminole County)

to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	7588	DOCKET	750760-W
ORDER	7713	DOCKET	760768-WS
ORDER	7891	DOCKET	770434-W
ORDER	9843	DOCKET	780727-W(EX) 780813-WS 780952-W
ORDER	9988	DOCKET	780278-WS
ORDER	16162	DOCKET	860585-WS
ORDER	16593	DOCKET	861149-WU
ORDER	PSC-95-0414-FOF-WS	DOCKET	930130-WS
ORDER	PSC-97-0427-FOF-WS	DOCKET	970028-WS
ORDER	PSC-00-0734-FOF-WS	DOCKET	980657-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Director
Division of Records and Reporting

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number
226 - S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

FLORIDA WATER SERVICES CORPORATION

Whose principal address is:

1000 Color Place
Apopka, Florida 32703 (Seminole County)

to provide wastewater service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	7588	DOCKET	750761-S
ORDER	7713	DOCKET	760768-WS
ORDER	9254	DOCKET	790816-S(EX)
ORDER	9843	DOCKET	780727-W(EX)
			780813-WS
			780952-W
ORDER	9988	DOCKET	780278-WS
ORDER	16162	DOCKET	860585-WS
ORDER	21913	DOCKET	881573-SU
ORDER	PSC-95-0414-FOF-WS	DOCKET	930130-WS
ORDER	PSC-97-0427-FOF-WS	DOCKET	970028-WS
ORDER	PSC-00-0734-FOF-WS	DOCKET	980657-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Blanca S. Bayó
Director
Division of Records and Reporting