

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL
FILE COPY

IN RE: Application for amendment)
of Certificate Nos. 15-W and 76-S)
to include additional territory)
in Orange County, Florida.)

Docket No. 960601-WS
MAY 14 1996

APPLICATION FOR AMENDMENT OF
WATER AND SEWER CERTIFICATES

PARK MANOR WATERWORKS, INC., by and through its undersigned attorneys and pursuant to Section 367.045, Florida Statutes, and Rule 25-30.036, Florida Administrative Code, files this Application for the amendment of Water Certificate No. 15-W and Sewer Certificate No. 76-S, to add additional territory in Orange County, Florida, and in support thereof states:

1. The full name, address and telephone number of the Applicant is:

PARK MANOR WATERWORKS, INC.
1527 Park Manor Drive
Orlando, Florida 32825
(407) 277-1204

2. The name, address and telephone number of the person authorized to receive notices and communications in respect to this application is:

MARTIN S. FRIEDMAN, ESQUIRE
Rose, Sundstrom & Bentley
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

3. The amendment will include properties all of which are adjacent to Applicant's existing service area. There are existing and proposed single family developments in the proposed territory, and a 10 acre commercial parcel. In August, 1995, Applicant and

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ROSE, SUNDBSTROM & BENTLEY 4-87
ATTORNEYS AT LAW
P.O. BOX 1567 PH. 877-8555
TALLAHASSEE, FL 32302-1567

14999

May 9 19 96

PAY TO THE ORDER OF Florida Public Service Commission \$ 1,000.00

One Thousand and 00/100 DOLLARS

Barnett Bank
220-001
216 South Calhoun Street
Tallahassee, Florida 32301

April Green
Walter Rindler

014999# 063105683: 1892128054#

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[Handwritten signature]

[Handwritten signature]
The fee of \$100.00 was forwarded check.

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5/1/96

Orange County entered into a Territorial Service Area Agreement, a copy of which is attached hereto as Exhibit No. 1. This Application is intended to implement that Agreement and permanently fixes Applicant's territorial boundaries.

4. The provision of service by Applicant to the territory in question is consistent with the water and wastewater sections of the Orange County Comprehensive Plan as a result of Applicant and Orange County entering into the Territorial Service Area Agreement, attached hereto as Exhibit No. 1.

5. Applicant operates two water treatment plants. The actual capacities of these plants exceed the water use permits granted by the Water Management District. The existing water use permit authorizes withdrawal of 164,000,000 gallons per year, and a maximum daily withdrawal of 720,000 gallons per day. Applicant currently withdraws approximately 365,000 gallons per day. Applicant's existing water transmission facilities are all composed of 2" to 10" mains. The mains which would serve the proposed territory would be in conjunction with those mains.

Applicant's wastewater treatment plant is rated at 350,000 gallons per day. Applicant has an average daily flow of approximately 280,000 gallons per day. All of Applicant's existing mains are either 8" or 10" in diameter. These lines are sufficient to provide substantially more service than is expected in the foreseeable future. The proposed territory will be served in conjunction with those mains.

6. No construction or operating permits have been issued by the Florida Department of Environmental Protection for the proposed territory. No water or wastewater treatment plant expansions will be necessary.

7. The type of customers proposed to be served are single family homes, with approximately 10 acres of some type of commercial development.

8. Attached as Composite Exhibit No. 2, are copies of the Warranty Deeds to the property upon which Applicant's water and wastewater plants are located.

9. The following is a statement of Applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service:

a. Technical:

The Applicant has provided water and wastewater service to the community of Park Manor every hour of every day for over thirty (30) years. Applicant's operations manager, Mr. Bob Powers, holds A-grade licenses in both water and wastewater plant operation. Applicant's service meets or is superior to all applicable standards for the water and wastewater service which it provides and proposes to provide.

b. Financial:

The Applicant's tariff authorizes and requires that it collect \$100 for each water meter installed and \$1,150 for each equivalent residential connection of wastewater service provided. In serving the proposed development, Applicant will collect these

charges which will serve to reduce the rate base, thus reducing its need for future rate increases.

Applicant is financially stable and earning at or close to its authorized rate of return.

Developers will construct and convey the extension of water and wastewater systems to the Applicant, at no cost to the Applicant. Since Applicant is a "Sub-Chapter S" taxpayer, those contributions-in-aid-of-construction will not adversely affect Applicant or its ratepayers. The small increase in Applicant's revenues will not have a substantial effect on Applicant's earnings, but those revenues will serve to delay the need for future increased rates. Applicant's customers are members of the public and their interest will be served by the granting of this application.

10. No financing of construction will be required. The extensions of facilities will have no effect on Applicant's capital structure other than to increase CIAC and decrease investment on a per service unit basis. The exact amount of the CIAC increase cannot be known until the precise number of dwelling units is authorized.

11. The most recent Commission Order establishing or amending Applicant's rates and charges is Order No. 15831, issued March 12, 1986 in Docket No. 850051-WS.

12. Applicant expects that the granting of this application will have no effect on the Appellant's rates or service availability charges. The Applicant does expect that granting this applica-

tion and providing the additional service will serve to reduce Applicant's need for increased rates in the foreseeable future.

13. An accurate description of the Applicant's service area after the proposed addition is attached hereto as Exhibit No. 3.

14. A map showing township, range and section along with the existing and proposed extension of service area delineation is attached hereto as Exhibit No. 4. A full size copy of this map will be provided to the water and wastewater staff.

15. An Affidavit that the notice of the application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, including a copy of the Notice and a list of entities noticed, is attached hereto as Exhibit No. 5.

16. An Affidavit that the notice of application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, including the proof of publication, will be filed as Late Filed Exhibit No. 6.

17. An Affidavit that Applicant has tariffs and Annual Reports on file with the Commission is attached hereto as Exhibit No. 7.

18. The original and two copies of sample revisions to Applicant's water and sewer tariffs to incorporate the proposed change to the certificated territory is attached hereto as Exhibit No. 8.

19. Attached as Composite Exhibit No. 9 are copies of Applicant's water and wastewater certificates. The originals of these certificates were filed in Docket No. 950919-WS and have not yet been returned to Applicant.

20. The area to be extended into has proposed capacity between 201 and 500 ERCs, thus the appropriate filing fee is \$1,000 (\$500 for water and \$500 for wastewater).

Respectfully submitted on this
13 day of May, 1996, by:

ROSE, SUNDSTROM & BENTLEY
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(904) 877-6555

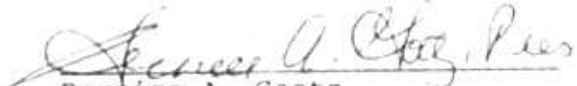
By: 
MARTIN S. FRIEDMAN

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AFFIDAVIT


STATE OF FLORIDA
COUNTY OF ORANGE

I, BERNICE A. GOETZ, President of Park Manor Waterworks, Inc., do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact constitute a complete statement of the matter to which it relates.



Bernice A. Goetz
President
Park Manor Waterworks, Inc.

Sworn to and subscribed before me this 8 day of May, 1996, by BERNICE A. GOETZ, who is personally known to me ~~or who provided~~ _____ as identification.



Print Name: _____
NOTARY PUBLIC
My Commission Expires: _____

AUG 29 1995

[Signature]
ORANGE COUNTY PARK MANOR WATERWORKS, INC.,
WATER, WASTEWATER AND RECLAIMED WATER
TERRITORIAL SERVICE AREA AGREEMENT

This Agreement is made and entered into this 30th day of August, 1995, by Park Manor Waterworks, Inc., a Florida corporation (hereinafter "Park Manor") and Orange County, a political subdivision of the State of Florida (hereinafter the "County").

RECITALS

1. The County is a political subdivision of the State of Florida and a municipal provider of water, wastewater, and reclaimed water services (hereinafter collectively referred to as "Utility Services"), and presently furnishes Utility Services to customers in Orange County, Florida.

2. Park Manor is a private water and wastewater utility company supplying water and wastewater services to customers in a portion of Orange County, Florida, in accordance with Florida Public Service Commission (FPSC) certificate number 15-W and 76-S.

3. Park Manor filed an application with the FPSC on April 20, 1995 to amend its water and wastewater certificates to include additional territory in Orange County.

4. By Order No. PSC-95-0752-FOR-WS, issued on June 22, 1995 in Docket No. 950471-WS, the FPSC amended Park Manor's water and wastewater certificates to include additional territory in Orange County.

5. Park Manor and the County recognize the desirability and the need to provide Utility Services within Orange County in a manner that is economical and consistent with the State of Florida environmental rules and policies.

6. It is the intent of Park Manor and the County to conserve and protect water resources in the interest of public health, safety and welfare, and to avoid and eliminate the circumstances giving rise to duplication of Utility Services resulting in uneconomical and wasteful operations. To that end, the parties have agreed to an allocation of Utility Service areas for the period hereinafter fixed and set forth.

ACCORDINGLY, in consideration of the recitals, agreements and mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and by this reference are incorporated in this Agreement.

SECTION 2. DEFINITIONS. The County and Park Manor agree that in construing this Agreement, the following words, phrases and terms shall have the following meanings unless the context requires otherwise.

2.1 "Adjacent Territorial Area" means all lands lying outside Park Manor's Territorial Area.

2.2 "Agreement" means this Orange County/Park Manor Waterworks, Inc., Water, Wastewater and Reclaimed Water Territorial Service Area Agreement, as it may from time to time be modified.

2.3 "FPSC" means the Florida Public Service Commission, or such other court, political subdivision or agency of government



having jurisdiction of Park Manor as to any provision of this Agreement.

2.4 "GPD" means gallon per day.

2.5 "Reclaimed Water" means highly treated wastewater which is suitable for direct non-potable beneficial use.

2.6 "Wastewater" means sewage.

2.7 "Park Manor's Territorial Area" means all lands lying within and encompassed by the Territorial Boundary, as described in Exhibit "A" attached hereto and incorporated herein.

2.8 "Customers" means and is confined to water and/or Wastewater and/or Reclaimed Water customers of either party hereto subject to transfer or exchange hereunder, and shall include all such customers whether presently or hereafter connected.

2.9 "Water, Wastewater and Reclaimed Water Facilities" means wells, treatment facilities of any kind, effluent disposal facilities, pumps, aerators, chemical feed equipment, instrumentation, telemetering equipment, motors, engines, reservoirs, tanks, buildings, and all associated piping, lines, conduit, valves, headers, and other appurtenances required to pump and treat water, Wastewater and Reclaimed Water and the pipes, lines and conduits required to carry such Water, Wastewater and Reclaimed Water.

SECTION 3. AREA ALLOCATIONS AND NEW CUSTOMERS..

3.1 Allocations. Park Manor's Territorial Area is hereby allocated to Park Manor as its Water, Reclaimed Water and Wastewater service area for the period of time hereinafter specified; and the Adjacent Territorial Area is hereby allocated to the County as its Water, and Wastewater and Reclaimed Water service area for the same period.

3.2 New Customers. The County shall not hereafter serve or offer to serve any customer located in Park Manor's Territorial Area, on a temporary or permanent basis, unless Park Manor requests it, in writing, to do so; and Park Manor shall not hereafter serve or offer to serve any customer located in the Adjacent Territorial Area, on a temporary or permanent basis, unless the County likewise requests it, in writing, to do so. Except as set forth herein, neither party shall be obligated to provide any Water, Wastewater and Reclaimed Water service outside its own territorial area.

3.3 Orange County, and specifically the Director of Orange County Public Utilities Division, intends to designate Park Manor as an acceptable source of reclaimed water pursuant to Section 37-656 of the Orange County Code for Park Manor's territorial area as described in Exhibit "A" hereof and such other areas for which Park Manor is authorized pursuant to Sections 4 and 5 hereof to provide reclaimed water on a wholesale or retail basis, provided that Park Manor is in compliance with all applicable State and Federal regulations for its treated effluent quality and Reclaimed Water is available pursuant to the Orange County Reclaimed Water Ordinance.

3.4 Orange County and specifically, the Director of Orange County Public Utilities Division, intends to designate Park Manor's territorial area and such other areas as Park Manor is authorized pursuant to Sections 4 and 5 hereof to provide reclaimed water to

on a wholesale or retail basis, as reclaimed water usage areas pursuant to the provisions of Section 37-655, Orange County Code, provided that Park Manor is in compliance with all applicable State and Federal regulations for its treated effluent quality and Reclaimed Water is available pursuant to the Orange County Reclaimed Water Ordinance.

SECTION 4. TRANSFER OF CUSTOMERS AND WHOLESALE SERVICE ARRANGEMENTS.

4.1 Alteration of Territorial Boundaries and Wholesale Service Outside Service Areas - Park Manor/County. The parties recognize that future circumstances, good engineering practice, economical operation and sound promotion of utilization of reuse water may necessitate alterations to the Territorial Boundaries as herein described or the provision of wholesale service by one party to the other to areas outside of the Wholesale Service Provider's service areas as delineated in Sections 3.1 hereof. The parties hereby agree that to the extent these factors render the alteration of such Territorial Boundaries or the provision of wholesale service to such areas in the public interest, that those may be accomplished by mutual consent of the parties. The parties agree to deal in good faith in examining all areas surrounding Park Manor's service area as delineated in Exhibit "A" hereof as potential sources of such wholesale service or territorial alterations.

The party desiring such alteration of Territorial Boundaries or the provision of wholesale service shall prepare documents fully describing such proposal. The Territorial Boundaries or wholesale service arrangement may be entered into for up to twenty (20) acres by written letter agreements signed by both the County's Director of Public Utilities and Park Manor's President. For boundary alterations and wholesale service arrangements for service to areas greater than twenty (20) acres, the letter agreements must be approved by the Orange County Board of County Commissioners and Park Manor's Board of Directors.

4.2 Transfer. Should the territorial boundary be altered in accordance with Section 4.1 herein, the County shall transfer to Park Manor and Park Manor shall transfer to County, by direct transfer, all Customers now or hereafter served by either which are not in their respective retail service areas; and all such transfers shall be made on a basis conformable to sound and economical engineering and operating practices.

4.3 Time. The transfer of Customers hereunder shall be effectuated when the party acquiring the Customers advises the other party of its ability to provide the required service. No additional physical connections fees will be charged to the customers presently receiving service so transferred. For undeveloped portions of the transferred property all appropriate connection fees will be due in accordance with the receiving party's rules and regulations.

SECTION 5 GENERAL CONDITIONS FOR FUTURE PARK MANOR AND COUNTY SYSTEMS INTERCONNECTION.

Subject to the terms, conditions, and procedures set forth herein, Park Manor and the County agree to permit each other to

interconnect their water systems, Wastewater and Reclaimed Water systems at appropriate points and to receive service on a wholesale basis in order to service the customers of the connecting party's system. The terms, conditions, and procedures for interconnection are set forth below:

5.1 Application for Wholesale Service. Either party to this Agreement may apply for wholesale service by submitting a letter to the other party in accordance with Section 5.2 hereof (a) requesting an interconnection with the other party's system, (b) designating on a map the point(s) of connection to the other party's system, (c) specifying the term of connection and the quantity of water (expressed as average daily and peak hourly flows in gpm including fire protection), or the capacity of wastewater and/or reclaimed water (expressed as average daily flow in gpd) requested, and (d) designating the property(ies) to be served by such interconnection(s).

5.2 Letter Agreements. Within sixty (60) days after the date a party receives a letter application pursuant to Subsection 5.1, it shall indicate in writing its acceptance or rejection of the application transmitted to the applying party in accordance with Section 7 hereof. A party may reject or accept the application but shall be governed by the criteria as outlined under Paragraph 4.1 hereof. Failure to respond in writing within sixty (60) days shall be deemed a rejection of the offer. If accepted, the letter agreement shall be transmitted in accordance with Section 7 hereof and shall specify or designate, as appropriate (a) the acceptability of or an alternative to the points(s) of connection designated in the application, (b) the size of connection and quantity of water (expressed as average daily and peak hourly flows in gpm including fire protection), or wastewater and/or reclaimed water capacity (expressed as average daily flow in gpd) to be provided, (c) the proposed rate per one thousand (1,000 gal.) gallons, including, but not limited to customer, volume, capital recovery, connection and capacity charges and the basis of any future rate adjustments, (d) an expiration date, if any, and (e) approximate availability date.

5.3 Acceptance of Letter Agreements. The party applying shall signify its acceptance of any such letter agreement received by submitting, in accordance with Section 7 hereof, a letter of acceptance, along with written plans and specifications for installation of the interconnection(s). Said letter and plans and specifications shall be submitted within sixty (60) days of the date of receipt of a letter agreement issued pursuant to Subsection 5.2 hereof. The plans and specifications shall be subject to the review and approval of the other party providing wholesale service, which approval is subject to the terms herein and shall not be unreasonably withheld.

5.4 Connection Costs. The party requesting the interconnection(s) (hereinafter "purchaser") shall be responsible for paying in advance the costs of physically connecting to the wholesale service provider's system (hereinafter the "provider"), and the provider shall also provide reasonable and necessary metering equipment and appurtenant fixtures for billing purposes at

the expense of the purchaser. Responsibility of service and ownership of facilities shall pass from the provider to the purchaser at the outlet flange of the provider's meter.

5.5 Metering. Upon installation and acceptance, the metering equipment shall remain the property of the provider, and the provider shall be responsible for the operation, maintenance, and replacement of the meter. The provider shall read the meter for billing purposes. The metering equipment shall be approved by both parties. The purchaser may request an accuracy test by the provider without charge once during any twelve (12) month period. The purchaser may witness the test. Additional testing may be requested by the purchaser at the provider's established cost for such tests. Copies of the test results will be provided to the purchaser within thirty (30) days of the test. There will be no charge for tests that discover an inaccurate meter. If an inaccurate meter is found, as defined by a deviation greater than five percent, bill adjustments will be made for one-half (1/2) of the preceding period since the last accuracy test, but in no case shall the preceding period exceed twelve (12) months.

5.6 Wholesale Rates. Volume, new capacity, reserve capacity and customer charges will depend upon term of contract, size of connection, costs to serve, and other considerations. They will be established by mutual consent before Acceptance of letter Agreement described in Subsection 5.3. The provider agrees to bill the purchaser on a monthly basis. The purchaser agrees to make payments to the provider within twenty (20) days from the date it receives any such bill from the provider. A past due notice will be mailed to the purchaser after twenty (20) days; if payment has not been received within five (5) working days from the receipt of the past due notice, service may be disconnected. Except as otherwise set forth in Section 6.3(b) if Park Manor is the provider, any rate set by Park Manor is subject to review, modification, adjustment or denial by FPSC.

5.7 Status of Customers. Upon connection to the purchaser's system of any customers which utilize any purchased wholesale service hereunder, those customers shall be and remain retail customers of the purchaser and shall pay the purchaser's rates, fees, charges, and deposits for service.

5.8 Water Shortage Declarations and Moratorium. The purchaser will cooperate with the provider and assist with enforcement of the compliance with regulatory requirements such as water shortage declarations and wastewater moratoriums promulgated.

5.9 The County and Park Manor have determined that the reuse of reclaimed water is necessary and in the best interest of the citizens of Orange County. Accordingly, County will give strong consideration to designation of Park Manor as an acceptable source of reclaimed water pursuant to Section 37-356 of the Orange County Code as it may be amended and replaced from time to time for areas outside and in addition to the Lands described in Exhibit "A" hereof.

SECTION 6. ASSIGNMENTS. The County and Park Manor shall both have the right to independently assign or transfer all or any part of this Agreement, and the rights, duties, and obligations

hereunder to any properly authorized public or private entity, subject to the consent of the other party, which consent should not be unreasonably withheld.

SECTION 7. NOTICE: PROPER FORM. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (a) hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith, (c) receipt confirmed telephone facsimile ("Fax"):

County: Orange County Director of Public Utilities
Public Utilities Division
109 East Church Street
Orlando, Florida 32801
Fax 407\836-7299

Park Manor: 1527 Park Manor Drive
Orlando, Florida 32825
Fax 407\277-7039

SECTION 8. WATER, WASTEWATER AND RECLAIMED WATER FACILITIES.

8.1 Park Manor hereby has the right and authority to construct utilities services facilities in Orange County only in Park Manor's territorial Areas, subject to compliance with applicable laws, Department of Environmental Protection rules and Florida water and wastewater utility standards, and to construct utilities services lines to connect its facilities with other portions of its water and wastewater transmission systems. Park Manor is exempted from obtaining any Utility Facility Permit from the County for construction of Water, Reclaimed Water and Wastewater facilities within Park Manor's Territorial Areas. Park Manor is specifically not exempted from obtaining necessary County Right-of-Way Utilization Permits for installing and maintaining its water, reclaimed water and wastewater lines or paying any fees required in order to obtain said permits.

The County hereby reserves and reaffirms its right, authority, and is hereby empowered to construct Water, Wastewater, and Reclaimed Water Facilities anywhere in Orange County without regard to territorial areas ~~and to construct water lines to connect its facilities with other portions of its water and wastewater transmission systems~~, subject to compliance with applicable law and compliance with this agreement.

Park Manor agrees to allow the County to inspect any and all water and wastewater facilities within the control of Park Manor and located in Orange County which provide service to residents of Orange County. The purpose of such inspections shall be limited to determining Park Manor's compliance with the conditions of Park

See B.S. #17

Manor's Department of Environmental Protection operations permits, this Agreement, and any other applicable law or ordinance. Each party shall have the right to construct utilities services lines in each other's territorial areas for the exclusive purpose of interconnecting its facilities with other portions of its system. Provided however, that nothing herein shall be construed to override Section 3.2 of this Agreement which prohibits either party from providing utilities services in the other's area.

8.2 County will require the installation of Reclaimed Water facilities in new residential or commercial developments in Park Manor's Territorial Area if required pursuant to Orange County's Reclaimed Water Ordinance.

SECTION 9. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This agreement is solely for the benefit of the formal Parties.

SECTION 10. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 11. TERM OF AGREEMENT. The term of this Agreement shall commence on the date Park Manor formally approves this Agreement or the date of approval by the county, whichever is later, and shall continue in full force and effect for a period of twenty-five (25) years. Renewal of said term shall be for five year periods and shall occur only upon the mutual written consent of both Parties.

SECTION 12. DISCLAIMER OF SECURITY. Notwithstanding any other provision of this Agreement, Park Manor and the County expressly acknowledge: (a) that they have no pledge of or lien upon any real property, any personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement; and (b) that their rights to any payments under this Agreement are subordinate to the rights of all holders of any revenue bonds, or notes of the other, whether currently outstanding or hereafter issued.

SECTION 13. TIME OF ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 14. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 15. NOTICES; DEFAULT. Each of the Parties hereto shall give the other Party(ies) written notice of any defaults hereunder and shall allow the defaulting Party thirty (30) days from the date of receipt to cure such defaults.

SECTION 16. The refusal or failure of either party to demand strict compliance with any term or provision of this Agreement at any time shall not be deemed and is not a waiver of any right to require strict compliance with such term or provision at any other time.

SECTION 17. CONSTRUCTION OF AGREEMENT, INTENT AND INTERPRETATION. In construing this Agreement, it is hereby declared by the Parties to be the purpose and intent of this Agreement to prevent needless and wasteful expenditures which result from unrestrained competition between two utilities operating in overlapping service areas. This Agreement shall not be construed as forming any basis of any understanding for the modifications or alterations of the powers of Park Manor or the County as they now exist or may be modified in the future, except as are lawfully and expressly modified by the terms of this Agreement.

SECTION 18. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement except for that certain Agreement between the Parties dated February 25, 1975, which will be terminated on February 26, 1996, pursuant to correspondence between the Parties.

SECTION 19. COOPERATION BY AND BETWEEN THE PARTIES. In the performance of duties and rights of the Parties under this Agreement, each Party will provide to the other such documents and other written materials as one Party shall request of the other for the requesting Party's use in applications, in legal or administrative proceedings before any court or regulatory agency when such documents or other written materials exist at the time of the request and the request is made in connection with the requesting Parties rights or duties under this Agreement.

SECTION 20. BINDING NATURE. The parties agree that this is a legal and binding Agreement, represent and acknowledge their respective authority to enter into this Agreement, agree and acknowledge that this Agreement does not require approval of any other entity and waive any future right or defense based on a claim of illegality, invalidity or unenforceability of any nature.

SECTION 21. COVENANT TO ENFORCE. If this Agreement or any portion hereof is challenged in any judicial, administrative or appellate proceeding including but not limited to the Public Service Commission (each party hereby covenanting with the other party not to initiate or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both parties mutually agree not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

SECTION 22. In the event that performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of material, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal way, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake or other casualty, disaster or catastrophe, unforeseeable failure

or breakdown of pumping, transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Agreement on the date and year first above written.

ORANGE COUNTY, FLORIDA

BY: Sandra W. Chapin
County Chairman
DATE: August 30, 1995

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

BY: [Signature]
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

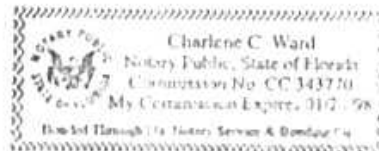
SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Sandra W. Chapin, as Chairman of Orange County, Florida, ~~known to me to be Chairman of the Board of County Commissioners~~, known to me to be the person described in and who executed the foregoing, this 30th day of August, 1995. He/she is personally known to me or has produced _____ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of August, 1995.

Charlene C. Ward
Notary Public
My Commission Expires:
Print Name: CHARLENE C. WARD

FOR THE USE AND RELIANCE
OF ORANGE COUNTY ONLY.
APPROVED AS TO FORM
By 30 19 95

[Signature]
Alison M. Yurko
Assistant County Attorney



PARK MANOR

BY: Francis J. Kelly, Pres.



STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by FRANCIS KELLY as PRESIDENT known to me to be PRESIDENT OF PARKMANOR UTILITIES INC known to me to be the person described in and who executed the foregoing, this 30th day of AUGUST, 1995. He/she is personally known to me or has produced (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of AUGUST, 1995.

Carl Kelly

Notary Public

My Commission Expires:

Print Name: Carl Kelly

RMCR: *as
parkmanor\utility2.agr

OFFICIAL NOTARY SEAL
CARL KELLY
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC185116
MY COMMISSION EXP. APR. 4, 1996

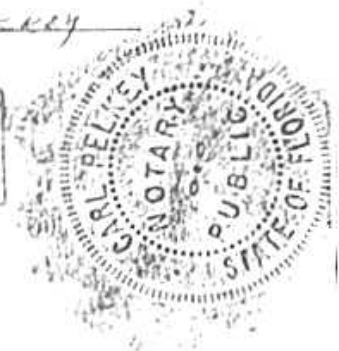


EXHIBIT A

8-28-95

**ORANGE COUNTY/PARK MANOR WATERWORKS, INC.,
WATER, WASTEWATER AND RECLAIMED WATER TERRITORIAL
SERVICE AREA AGREEMENT**

Begin at the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 29, Township 22 south, Range 31 east, said point also being the southeast corner of Lot 15, Park Manor Estates Section 9 as recorded in Plat Book 3, Page 67 of Orange County Records; Then run west along the south line of the north 1/2 of the northeast and northwest 1/4s of said Section 29 to a point on the west line of Section 29; Then run north along said west line 1035' ± to a point 53' east of the southeast corner of Parcel 047 in the northeast 1/4 of Section 30, Township 22 south, Range 31 east; Then run west to the southeast corner of Parcel 047; Then continue west to the southwest corner of Parcel 047; Then north to the northwest corner of Parcel 047 and the north line of said Section 30; Then run east 1089.52' to the southeast corner of Parcel 078 in the southeast 1/4 of Section 19, Township 22 south, Range 31 east; Then run north to a point on the south line of Lot 9 Park Manor West as recorded in Plat Book 7, Page 34 of Orange County Records; Then run west to the southwest corner of Lot 6 in said Park Manor West; Then run north to the northwest corner of Lot 5, Park Manor West; Then run east to a point on the east line of said Section 19; Then run north 1700' ± to a point 57' west of the northwest corner of Parcel 011 in the southwest 1/4 of Section 20 Township 22 south, Range 31 east; Then run east to the northeast corner of Parcel 011; Then run north to a point on the north line of the southwest 1/4 of said Section 20; Then run east 40' ± to the southwest corner of the southeast 1/4 of the northwest 1/4 of Section 20, Township 22 south, Range 31 east; Then run north to the northwest corner of the southeast 1/4 of the northwest 1/4 of said Section 20, said point also being on the centerline of Flowers Avenue; Then run east to the northeast corner of the southeast 1/4 of the northwest 1/4 of said Section 20; Then run south to the southeast corner of the northwest 1/4 of said Section 20; Then continue south 150' to a point 30' west of the southwest corner of Lot 1, Orlando Improvement Company No. 3, as recorded in Plat Book S, Page 100 of Orange County Records; Then run east to the southwest corner of said Lot 1; Then continue east to the southeast corner of Lot 1; Then run north to the southwest corner of the southeast 1/4 of the northeast 1/4 of said Section 20; Then run north to a point on the north line of Section 20; Then run east to the northeast corner of Section 20; Said point also being the northwest corner of Section 21, Township 22 south, Range 31 east; Then run north 206.85' to a point on the south right-of-way of east Colonial Drive (S.R. 50); Then run southeast along said

south right-of-way 660' \pm to the northeast corner of Parcel 009 in the northwest 1/4 of said Section 21; Then run south 660' \pm to the northwest corner of Lot 1, Park Manor Estates, Section 1, as recorded in Plat Book X, Page 79 of Orange County Records; Then run east to a point on the east right-of-way of Park Manor Drive; Then run north 468.12' to the southwest corner of Parcel 063 in the northwest 1/4 of said Section 21; Then run southeast along the south line of Parcel 063 and Parcel 132 to the southeast corner of Parcel 132; Then run north to a point on the south right-of-way of east Colonial Drive (S.R. 50); Then run 255' southeast along said south right-of-way to a point on the west right-of-way of Rouse Road; Then run south along the west right-of-way of Rouse Road to the southeast corner of Lot 115, Park Manor Estates, Section 6, 5th Addition, as recorded in Plat Book 2, Page 109 of Orange County Records, said point being in the southwest 1/4 of Section 21, Township 22 south, Range 31 east; Then run west to a point on the west line of said Section 21; Then run south to the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 29, Township 22 south, Range 31 east, also being the point of beginning.

EXHIBIT A

(page 2 of 3)

FIG-29-'95 TUE 11:41 10:00 AM U.L.F.P.O.L. 141 TEL. NO: 407-838-3000 11:38 AM



(page 3 of 3)

EXHIBIT A

ORANGE COUNTY/PARK MANOR WATERWORKS INC. (within bolded line) B.S. [Signature]

WATER, WASTEWATER, AND RECLAIMED WATER

TERRITORIAL SERVICE AREA AGREEMENT EXHIBIT "A"

29

8/28/95

28

Within 20. Newell
CLERK OF THE CIRCUIT COURT
ORANGE COUNTY, FLORIDA

PRINTED BY LAWYERS' TITLE GUARANTY FUND, ORLANDO, FLORIDA

Warranty Deed 671795

BISHOP & BORNSTEIN
Attorneys at Law
SUITE 107, FLORIDA NATIONAL BANK BUILDING
ORLANDO, FLORIDA

JAN 12 11 33 AM '60
OR. 673 180

STATUTORY

This Indenture, Made this 12th day of January, A. D. 19 60.
BEHL PADAWER and EVA PADAWER, his wife, and **NATHAN PADAWER and ROSE PADAWER**, his wife,
of the county of Orange, State of Florida, parties of the first part, and
ORANGE COUNTY UTILITIES COMPANY, INC., a Florida corporation,
whose post office address is 1707 Congress Building, Miami, Fla.,
of the County of Dade, in the State of Florida, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of TEN & NO/100 Dollars, and other good and valuable considerations to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described land, situate, lying and being in the County of Orange in the State of Florida, to-wit:

Begin at the NE corner of the SE 1/4 of the NW 1/4 of the NW 1/4 of Section 21 Township 22 S. Range 31 East. Run South 0° degrees 25 minutes 49 seconds W. for 289.75 feet. Thence N. 89 degrees 29 minutes 40 seconds W. for 319.80 feet thence N. 0 degrees 30 minutes 20 seconds E. for 232.98 feet thence S. 88 degrees 23 minutes 31 seconds W. for 110.07 feet thence N. 0 degrees 30 minutes 20 seconds E. for 25.00 feet thence N. 88 degrees 23 minutes 31 seconds E. for 429.73 feet to the point of beginning; and

West 330 feet of East 1050 feet of South 350 feet of NW 1/4 of SW 1/4 of Section 21, Township 22 South, Range 31 East;

Together with easement for ingress and egress over and across the West 80 feet of East 1050 feet (Less South 350 feet thereof and less North 140 feet thereof) lying and being in the NW 1/4 of SW 1/4 of Section 21, Township 22 South, Range 31 East.

and the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal this day and year first above written.

Signed, sealed and delivered in our presence:
Joseph Padawer
Joseph Bornstein

BEHL PADAWER
By: *Joseph Padawer*
Joseph Padawer, His Attorney in Fact
EVA PADAWER
By: *Joseph Padawer* (Seal)
Joseph Padawer, Her Attorney in Fact
NATHAN PADAWER
By: *Joseph Padawer* (Seal)
Joseph Padawer, His Attorney in Fact
ROSE PADAWER
By: *Joseph Padawer*, Her Atty in Fact

STATE OF **FLORIDA**
COUNTY OF **ORANGE**

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **JOSEPH PADAWER**, Attorney in Fact for **BEHL PADAWER and EVA PADAWER**, his wife, and **NATHAN PADAWER and ROSE PADAWER**, his wife, to me known to be the persons 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 12th day of January, A. D. 19 60

Jerome J. Bornstein
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Aug 12, 1960

Filed this _____ day of _____, A. D. 19 _____, at _____ o'clock _____ M., and Recorded in

Deed Book

at Page

RECORD VERIFIED

Clerk Circuit Court,

County,

Deputy Clerk

Sewer Plant

Water Plant
No. 1

EXHIBIT
Composite
2



This Indenture,

Made this _____ day of _____ A. D. 19 72

Between **TRIGGER CONSTRUCTION CO., INC.**

a corporation existing under the laws of the State of Florida and having its principal place of business at Orlando, Florida

hereinafter called Grantor, and **ORANGE COUNTY UTILITIES CO., INC.**

hereinafter called Grantee, whose address is 1527 Park Manor Drive, Orlando, Fla. 32807

(The parties have read and agree that the terms "Grantor" and "Grantee" in this instrument are interchangeable in this instrument and within all the laws, legal proceedings and records of individuals and corporate and records of corporations.)

Witnesseth, That the said Grantor, for and in consideration of the sum of **TEN AND NO/100 (\$10.00)** Dollars, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of **ORANGE** State of Florida, to-wit:

Lot 218, PARK MANOR ESTATES, UNIT TEN, as recorded in Plat Book 4, Page 60, Public Records of Orange County, Florida.

Subject to existing restrictions and easements of record, if any.

Subject to taxes for the year 1972.

And the said Grantee does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused these presents to be signed in its name by its President, and its

(Corporate Seal) corporate seal to be affixed, attested by its Secretary the day and year above written

Attest: Gertrude Goetz TRIGGER CONSTRUCTION CO., INC.
Gertrude Goetz

Signed, sealed and delivered in the Presence of: By: Bernhard W. Goetz, Sr.
Bernhard W. Goetz, Sr. President

Elizabeth Goetz
State of Florida, RECORDED & RECORD VERIFIED
County of ORANGE: Clerk of Circuit Court, Orange Co., Fla.

I HEREBY CERTIFY, That on this 6 day of July A. D. 19 72 before me personally appeared Bernhard W. Goetz, Sr. and Gertrude Goetz President and Secretary respectively of Trigger Construction Co., Inc. a corporation under the laws of the State of Florida to me known to be the persons described in and who executed the foregoing conveyance to Orange County Utilities Co., Inc. severally acknowledged the execution thereof; he 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 the said instrument is the original deed of said corporation.

Witness my signature and official seal at Orlando in the County of Orange and State of Florida, this 6 day and year last aforesaid.

Notary Public, State of Florida
My Commission Expires _____
Clara J. ...
Notary Public

This instrument was prepared by
ALAN J. ROBERTSON
1100 Lake & Pine
121 South Court Avenue
Tampa, Florida

Stamps
State
Federal
Exc.
Total

4 50
165

Water Plant No. 2

Water Plant #2

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on May 5, 1978, changing the corporate name of ORANGE COUNTY UTILITIES CO. to PARK MANOR WATERWORKS, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 228071.

26-17392 ORANGE CO. FL.
03:43:20PM 10/10/26

OR3827 PG253
2539

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
26th day of December, 1985.



George Firestone
Secretary of State



CP12E022 (10-85)

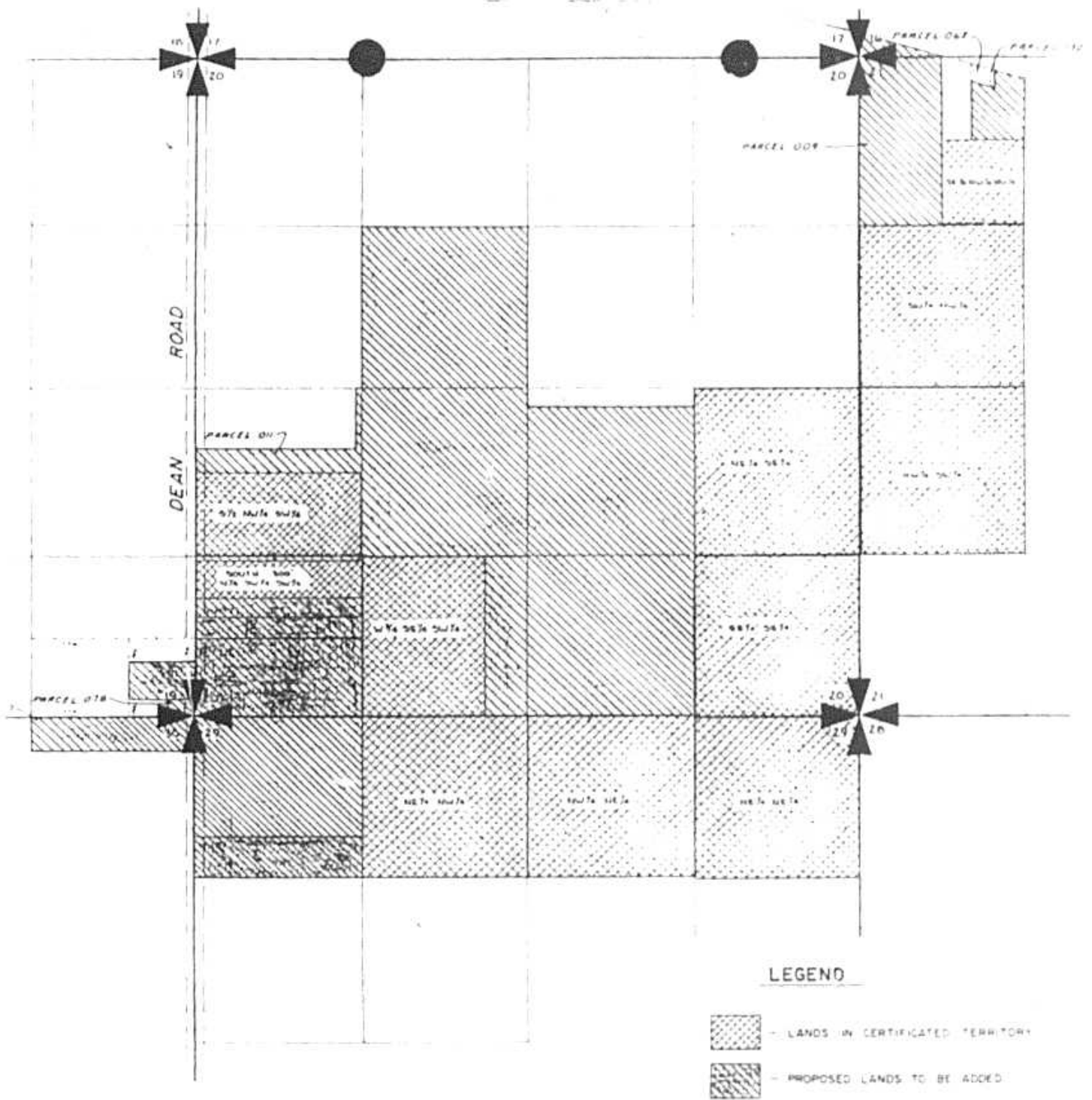
**ORANGE COUNTY/PARK MANOR WATERWORKS, INC.,
WATER, WASTEWATER AND RECLAIMED WATER TERRITORIAL
SERVICE AREA AGREEMENT**

Begin at the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 29, Township 22 south, Range 31 east, said point also being the southeast corner of Lot 15, Park Manor Estates Section 9 as recorded in Plat Book 3, Page 67 of Orange County Records; Then run west along the south line of the north 1/2 of the northeast and northwest 1/4s of said Section 29 to a point on the west line of Section 29; Then run north along said west line 1035' ± to a point 53' east of the southeast corner of Parcel 047 in the northeast 1/4 of Section 30, Township 22 south, Range 31 east; Then run west to the southeast corner of Parcel 047; Then continue west to the southwest corner of Parcel 047; Then north to the northwest corner of Parcel 047 and the north line of said Section 30; Then run east 1089.52' to the southeast corner of Parcel 078 in the southeast 1/4 of Section 19, Township 22 south, Range 31 east; Then run north to a point on the south line of Lot 9 Park Manor West as recorded in Plat Book 7, Page 34 of Orange County Records; Then run west to the southwest corner of Lot 6 in said Park Manor West; Then run north to the northwest corner of Lot 5, Park Manor West; Then run east to a point on the east line of said Section 19; Then run north 1700' ± to a point 57' west of the northwest corner of Parcel 011 in the southwest 1/4 of Section 20 Township 22 south, Range 31 east; Then run east to the northeast corner of Parcel 011; Then run north to a point on the north line of the southwest 1/4 of said Section 20; Then run east 40' ± to the southwest corner of the southeast 1/4 of the northwest 1/4 of Section 20, Township 22 south, Range 31 east; Then run north to the northwest corner of the southeast 1/4 of the northwest 1/4 of said Section 20, said point also being on the centerline of Flowers Avenue; Then run east to the northeast corner of the southeast 1/4 of the northwest 1/4 of said Section 20; Then run south to the southeast corner of the northwest 1/4 of said Section 20; Then continue south 150' to a point 30' west of the southwest corner of Lot 1, Orlando Improvement Company No. 3, as recorded in Plat Book S, Page 100 of Orange County Records; Then run east to the southwest corner of said Lot 1; Then continue east to the southeast corner of Lot 1; Then run north to the southwest corner of the southeast 1/4 of the northeast 1/4 of said Section 20; Then run north to a point on the north line of Section 20; Then run east to the northeast corner of Section 20; Said point also being the northwest corner of Section 21, Township 22 south, Range 31 east; Then run north 206.85' to a point on the south right-of-way of east Colonial Drive (S.R. 50); Then run southeast along said

EXHIBIT

3

south right-of-way 660' \pm to the northeast corner of Parcel 009 in the northwest 1/4 of said Section 21; Then run south 660' \pm to the northwest corner of Lot 1, Park Manor Estates, Section 1, as recorded in Plat Book X, Page 79 of Orange County Records; Then run east to a point on the east right-of-way of Park Manor Drive; Then run north 468.12' to the southwest corner of Parcel 063 in the northwest 1/4 of said Section 21; Then run southeast along the south line of Parcel 063 and Parcel 132 to the southeast corner of Parcel 132; Then run north to a point on the south right-of-way of east Colonial Drive (S.R. 50); Then run 255' southeast along said south right-of-way to a point on the west right-of-way of Rouse Road; Then run south along the west right-of-way of Rouse Road to the southeast corner of Lot 115, Park Manor Estates, Section 6, 5th Addition, as recorded in Plat Book 2, Page 109 of Orange County Records, said point being in the southwest 1/4 of Section 21, Township 22 south, Range 31 east; Then run west to a point on the west line of said Section 21; Then run south to the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 29, Township 22 south, Range 31 east, also being the point of beginning.



SKETCH AND DESCRIPTIONS OF AREAS PRESENTLY
SERVICED AND ALL PROPOSED SERVICING BY

PARK MANOR WATERWORKS, INC.



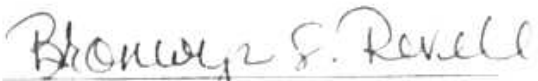
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STATE OF FLORIDA

COUNTY OF LEON

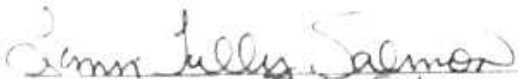
Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared BRONWYN S. REVELL, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Martin S. Friedman, attorney for Park Manor Waterworks, Inc. and that on May 13, 1996, she did send by certified mail, return receipt requested, a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.



Bronwyn S. Revell

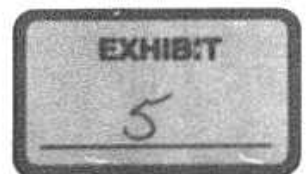
Sworn to and subscribed before me this 13th day of May, 1996, by Bronwyn S. Revell, who is personally known to me.



Print Name Lynn Tully Salmon
NOTARY PUBLIC
My Commission Expires:



LYNN TULLY SALMON
MY COMMISSION # 00326682 EXPIRES
October 28, 1997
BONDED THRU FICO FAIR INSURANCE, INC.



NOTICE OF APPLICATION FOR AN EXTENSION OF SERVICE AREA

Dated: May 8, 1996

PARK MANOR WATERWORKS, INC., 1527 Park Manor Drive, Orlando, Florida 32825, gives this notice of its Application to extend its water and wastewater service in Orange County, Florida. Attached hereto is the legal description of the entire proposed territory of Park Manor Waterworks, Inc., which includes its existing and proposed service area.

Any objections to the Application must be filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within 30 days after the last date that the notice was mailed or published, whichever is later. A copy of said objection is to be furnished to Park Manor's attorneys: Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301.

Begin at the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 29, Township 22 south, Range 31 east, said point also being the southeast corner of Lot 15, Park Manor Estates Section 9 as recorded in Plat Book 3, Page 67 of Orange County Records; Then run west along the south line of the north 1/2 of the northeast and northwest 1/4s of said Section 29 to a point on the west line of Section 29; Then run north along said west line 1035' ± to a point 53' east of the southeast corner of Parcel 047 in the northeast 1/4 of Section 30, Township 22 south, Range 31 east; Then run west to the southeast corner of Parcel 047; Then continue west to the southwest corner of Parcel 047; Then north to the northwest corner of Parcel 047 and the north line of said Section 30; Then run east 1089.52' to the southeast corner of Parcel 078 in the southeast 1/4 of Section 19, Township 22 south, Range 31 east; Then run north to a point on the south line of Lot 9 Park Manor West as recorded in Plat Book 7, Page 34 of Orange County Records; Then run west to the southwest corner of Lot 6 in said Park Manor West; Then run north to the northwest corner of Lot 5, Park Manor West; Then run east to a point on the east line of said Section 19; Then run north 1700' ± to a point 57' west of the northwest corner of Parcel 011 in the southwest 1/4 of Section 20 Township 22 south, Range 31 east; Then run east to the northeast corner of Parcel 011; Then run north to a point on the north line of the southwest 1/4 of said Section 20; Then run east 40' ± to the southwest corner of the southeast 1/4 of the northwest 1/4 of Section 20, Township 22 south, Range 31 east; Then run north to the northwest corner of the southeast 1/4 of the northwest 1/4 of said Section 20, said point also being on the centerline of Flowers Avenue; Then run east to the northeast corner of the southeast 1/4 of the northwest 1/4 of said Section 20; Then run south to the southeast corner of the northwest 1/4 of said Section 20; Then continue south 150' to a point 30' west of the southwest corner of Lot 1, Orlando Improvement Company No. 3, as recorded in Plat Book S, Page 100 of Orange County Records; Then run east to the southwest corner of said Lot 1; Then continue east to the southeast corner of Lot 1; Then run north to the southwest corner of the southeast 1/4 of the northeast 1/4 of said Section 20; Then run north to a point on the north line of Section 20; Then run east to the northeast corner of Section 20; Said point also being the northwest corner of Section 21, Township 22 south, Range 31 east; Then run north 206.85' to a point on the south right-of-way of east Colonial Drive (S.R. 50); Then run southeast along said south right-of-way 660' ± to the northeast corner of Parcel 009 in the northwest 1/4 of said Section 21; Then run south 660' ± to the northwest corner of Lot 1, Park Manor Estates, Section 1, as recorded in Plat Book X, Page 79 of Orange County Records; Then run east to a point on the east right-of-way of Park Manor Drive; Then run north 468.12' to the southwest corner of Parcel 063 in the northwest 1/4 of said Section 21; Then run southeast along the south line of Parcel 063 and Parcel 132 to the southeast corner of Parcel 132; Then run north to a point on the south right-of-way of east Colonial Drive (S.R. 50); Then run 255' southeast along said south right-of-way to a point on the west right-of-way of Rouse Road; Then run south along the west right-of-way of Rouse Road to the southeast corner of Lot 115, Park Manor Estates, Section 6, 5th Addition, as recorded in Plat Book 2, Page 109 of Orange County Records, said point being in the southwest 1/4 of Section 21, Township 22 south, Range 31 east; Then run west to a point on the west line of said Section 21; Then run south to the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 29, Township 22 south, Range 31 east, also being the point of beginning.

All Government Officials in Orange County

As of 04/22/1996

Clerk, Board of County Commissioners, Orange County
P. O. Box 1393
Orlando, FL 32802-1393
FAX: (407) 836-5359

Mayor, City of Apopka
P. O. Drawer 1229
Apopka, FL 32704-1229
FAX: (407) 889-1705

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

Mayor, City of Bay Lake
P. O. Box 22066
Bay Lake, FL 32830-2066

EAST CENTRAL FLORIDA PLANNING COUNCIL
1011 WYMORE ROAD, SUITE 105
WINTER PARK, FL 32789

Mayor, City of Belle Isle
P. O. Box 13135
Belle Isle, FL 32859
FAX: (407) 240-2222

SO. FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
WEST PALM BEACH, FL 33416-4680

Mayor, City of Edgewood
405 La Rue Avenue
Edgewood, FL 32809-3406

ST. JOHNS RIVER WTR. MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

Mayor, City of Lake Buena Vista
P. O. Box 22035
Lake Buena Vista, FL 32830-2035

Mayor, City of Maitland
1776 Independence Lane
Maitland, FL 32751-5639
FAX: (407) 539-6282

Mayor, City of Oakland
P. O. Box 98
Oakland, FL 34760-0098

Mayor, City of Ocoee
150 Lakeshore Drive
Ocoee, FL 32761

All Government Officials in Orange County

As of 04/22/1996

Mayor, City of Orlando
400 South Orange Avenue
Orlando, FL 32801-3317
FAX: (407) 246-3342

Mayor, City of Winter Garden
P. O. Box 1005
Winter Garden, FL 32787
FAX: (407) 656-4952

Mayor, City of Winter Park
401 South Park Avenue
Winter Park, FL 32789-4319

Mayor, Town of Eatonville
P. O. Box 2163
Eatonville, FL 32751-1999
Phone: (407) 623-1313
FAX: (407) 623-1319

Mayor, Town of Windermere
P. O. Drawer 669
Windermere, FL 34786-0669

All Regulated Utilities in Orange County

As of 04/22/1996

Mr. Pat Walsh
Country Run Wastewater Utility Company SU710
% Calligan Operating Services
2266 North U.S. 1
Ft. Pierce, FL 34950
Liaison: James P. Elliott, P.E.
Phone: (941) 597-6059

East Central Florida Services, Inc. WU643
1700 13th Street, Suite 2
St. Cloud, FL 34769-4300
Liaison: John L. King
Phone: (407) 957-6651
FAX: (407) 892-5299

Econ Utilities Corporation WS062
664 South Military Trail
Deerfield Beach, FL 33442-3023
Liaison: Gerald Braley
Phone: (407) 568-5868
FAX: (305) 419-1023

Park Manor Waterworks, Inc. WS188
1527 Park Manor Drive
Orlando, FL 32825-5737
Liaison: Bernice A. Goetz
Phone: (407) 277-1204
FAX: (407) 277-7039

Southern States Utilities, Inc. WS228
1000 Color Place
Apopka, FL 32703-7753
Liaison: Brian P. Armstrong
Phone: (407) 880-0058
FAX: (407) 880-1395

Southlake Utilities, Inc. WS638
800 U.S. Highway 27
Clermont, FL 34711-8909
Liaison: Robert L. Chapman, III
Phone: (904) 394-8898
FAX: (904) 394-8894
Internet E-mail: southlake@iag.net

All Regulated Utilities in Orange County

As of 04/22/1996

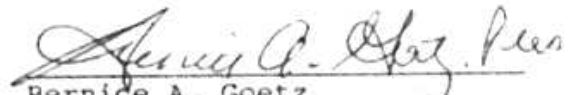
Tangerine Water Company, Inc. WU242
P. O. Box 304
Tangerine, FL 32777-0304
Liaison: William J. Litz
Phone: (904) 383-4670

Utilities, Inc. of Florida WU413
200 Weathersfield Avenue
Altamonte Springs, FL 32714-4099
Liaison: Donald Rasmussen
Phone: (407) 869-1919
FAX: (407) 869-6961

AFFIDAVIT

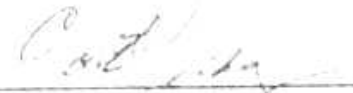
STATE OF FLORIDA
COUNTY OF ORANGE

I, BERNICE A. GOETZ, President of Park Manor Waterworks, Inc., do solemnly swear or affirm that Park Manor Waterworks, Inc., the water and wastewater utility company which is the subject of this certificate amendment application, has Water and Wastewater Tariffs and Annual Reports on file with the Florida Public Service Commission.



Bernice A. Goetz
President
Park Manor Waterworks, Inc.

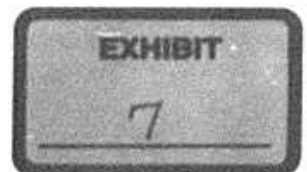
Sworn to and subscribed before me this 8 day of May, 1996, by BERNICE A. GOETZ, who is personally known to me or ~~who provided~~ _____ as identification.



Print Name: _____
NOTARY PUBLIC
My Commission Expires: _____



parkmanor/goetz22 att



COMPOSITE EXHIBIT NO. 8

PARK MANOR WATERWORKS, INC.
WASTEWATER TARIFF

FOURTH REVISED SHEET NO. 3.0
CANCELS THIRE REVISED SHEET NO. 3.0

TERRITORY SERVED

CERTIFICATE NUMBER - 76-S

COUNTY - Orange

COMMISSION ORDERS APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
4968	11/12/70	70330-S	Original
8899	06/04/79	790478-WS	Name Change
24058	02/04/91	900697-WS	Amendment
PSC-95-0752-FOF-WS	06/22/95	950471-WS	Amendment
PSC-95-1397-FOF-SU	11/13/95	950919-WS	Amendment

(Continued to Sheet No. 3.1)

BERNICE GOEIZ
ISSUING OFFICER

President
TITLE

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Begin at the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 29, Township 22 south, Range 31 east, said point also being the southeast corner of Lot 15, Park Manor Estates Section 9 as recorded in Plat Book 3, Page 67 of Orange County Records; Then run west along the south line of the north 1/2 of the northeast and northwest 1/4s of said Section 29 to a point on the west line of Section 29; Then run north along said west line 1035' ± to a point 53' east of the southeast corner of Parcel 047 in the northeast 1/4 of Section 30, Township 22 south, Range 31 east; Then run west to the southeast corner of Parcel 047; Then continue west to the southwest corner of Parcel 047; Then north to the northwest corner of Parcel 047 and the north line of said Section 30; Then run east 1089.52' to the southeast corner of Parcel 078 in the southeast 1/4 of Section 19, Township 22 south, Range 31 east; Then run north to a point on the south line of Lot 9 Park Manor West as recorded in Plat Book 7, Page 34 of Orange County Records; Then run west to the southwest corner of Lot 6 in said Park Manor West; Then run north to the northwest corner of Lot 5, Park Manor West; Then run east to a point on the east line of said Section 19; Then run north 1700' ± to a point 57' west of the northwest corner of Parcel 011 in the southwest 1/4 of Section 20 Township 22 south, Range 31 east; Then run east to the northeast corner of Parcel 011; Then run north to a point on the north line of the southwest 1/4 of said Section 20; Then run east 40' ± to the southwest corner of the southeast 1/4 of the northwest 1/4 of Section 20, Township 22 south, Range 31 east; Then run north to the northwest corner of the southeast 1/4 of the northwest 1/4 of said Section 20, said point also being on the centerline of Flowers Avenue; Then run east to the northeast corner of the southeast 1/4 of the northwest 1/4 of said Section 20; Then run south to the southeast corner of the northwest 1/4 of said Section 20; Then continue south 150' to a point 30' west of the southwest corner of Lot 1, Orlando Improvement Company No. 3, as recorded in Plat Book 5, Page 100 of Orange County Records; Then run east to the southwest corner of said Lot 1; Then continue east to the southeast corner of Lot 1; Then run north to the southwest corner of the southeast 1/4 of the northeast 1/4 of said Section 20; Then run north to a point on the north line of Section 20; Then run east to the northeast corner of Section 20; Said point also being the northwest corner of Section 21, Township 22 south, Range 31 east; Then run north 206.85' to a point on the south right-of-way of east Colonial Drive (S.R. 50); Then run southeast along said

(Continued on Sheet No. 3.2)

BERNICE W. JETZ
ISSUING OFFICER

President
TITLE

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

south right-of-way 660' ± to the northeast corner of Parcel 009 in the northwest 1/4 of said Section 21; Then run south 660' ± to the northwest corner of Lot 1, Park Manor Estates, Section 1, as recorded in Plat Book X, Page 79 of Orange County Records; Then run east to a point on the east right-of-way of Park Manor Drive; Then run north 468.12' to the southwest corner of Parcel 063 in the northwest 1/4 of said Section 21; Then run southeast along the south line of Parcel 063 and Parcel 132 to the southeast corner of Parcel 132; Then run north to a point on the south right-of-way of east Colonial Drive (S.R. 50); Then run 255' southeast along said south right-of-way to a point on the west right-of-way of Rouse Road; Then run south along the west right-of-way of Rouse Road to the southeast corner of Lot 115, Park Manor Estates, Section 6, 5th Addition, as recorded in Plat Book 2, Page 109 of Orange County Records, said point being in the southwest 1/4 of Section 21, Township 22 south, Range 31 east; Then run west to a point on the west line of said Section 21; Then run south to the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 29, Township 22 south, Range 31 east, also being the point of beginning.

BERNICE GOETZ
ISSUING OFFICER

President
TITLE

PARK MANOR WATERWORKS, INC.
WATER TARIFF

FOURTH REVISED SHEET NO. 3.0
CANCELS THIRD REVISED SHEET NO. 3.0

TERRITORY SERVED

CERTIFICATE NUMBER - 15-W

COUNTY - Orange

COMMISSION ORDERS APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
4968	11/12/70	70330-S	Original
8899	06/04/79	790478-WS	Name Change
24058	02/04/91	900697-WS	Amendment
PSC-95-0752-FOF-WS	06/22/95	950471-WS	Amendment
PSC-95-1397-FOF-SU	11/13/95	950919-WS	Amendment

(Continued to Sheet No. 3.1)

BERNICE JOETZ
ISSUING OFFICER

President
TITLE

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Begin at the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 29, Township 22 south, Range 31 east, said point also being the southeast corner of Lot 15, Park Manor Estates Section 9 as recorded in Plat Book 3, Page 67 of Orange County Records; Then run west along the south line of the north 1/2 of the northeast and northwest 1/4s of said Section 29 to a point on the west line of Section 29; Then run north along said west line 1035' ± to a point 53' east of the southeast corner of Parcel 047 in the northeast 1/4 of Section 30, Township 22 south, Range 31 east; Then run west to the southeast corner of Parcel 047; Then continue west to the southwest corner of Parcel 047; Then north to the northwest corner of Parcel 047 and the north line of said Section 30; Then run east 1089.52' to the southeast corner of Parcel 078 in the southeast 1/4 of Section 19, Township 22 south, Range 31 east; Then run north to a point on the south line of Lot 9 Park Manor West as recorded in Plat Book 7, Page 34 of Orange County Records; Then run west to the southwest corner of Lot 6 in said Park Manor West; Then run north to the northwest corner of Lot 5, Park Manor West; Then run east to a point on the east line of said Section 19; Then run north 1700' ± to a point 57' west of the northwest corner of Parcel 011 in the southwest 1/4 of Section 20 Township 22 south, Range 31 east; Then run east to the northeast corner of Parcel 011; Then run north to a point on the north line of the southwest 1/4 of said Section 20; Then run east 40' ± to the southwest corner of the southeast 1/4 of the northwest 1/4 of Section 20, Township 22 south, Range 31 east; Then run north to the northwest corner of the southeast 1/4 of the northwest 1/4 of said Section 20, said point also being on the centerline of Flowers Avenue; Then run east to the northeast corner of the southeast 1/4 of the northwest 1/4 of said Section 20; Then run south to the southeast corner of the northwest 1/4 of said Section 20; Then continue south 150' to a point 30' west of the southwest corner of Lot 1, Orlando Improvement Company No. 3, as recorded in Plat Book S, Page 100 of Orange County Records; Then run east to the southwest corner of said Lot 1; Then continue east to the southeast corner of Lot 1; Then run north to the southwest corner of the southeast 1/4 of the northeast 1/4 of said Section 20; Then run north to a point on the north line of Section 20; Then run east to the northeast corner of Section 20; Said point also being the northwest corner of Section 21, Township 22 south, Range 31 east; Then run north 206.85' to a point on the south right-of-way of east Colonial Drive (S R 50), Then run southeast along said

(Continued on Sheet No. 3.2)

BERNICE GOETZ
ISSUING OFFICER

President
TITLE

PARK MANOR WATERWORKS, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 3.2
CANCELS ORIGINAL SHEET NO. 3.1

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

south right-of-way 660' ± to the northeast corner of Parcel 009 in the northwest 1/4 of said Section 21; Then run south 660' ± to the northwest corner of Lot 1, Park Manor Estates, Section 1, as recorded in Plat Book X, Page 79 of Orange County Records; Then run east to a point on the east right-of-way of Park Manor Drive; Then run north 468.12' to the southwest corner of Parcel 063 in the northwest 1/4 of said Section 21; Then run southeast along the south line of Parcel 063 and Parcel 132 to the southeast corner of Parcel 132; Then run north to a point on the south right-of-way of east Colonial Drive (S.R. 50); Then run 255' southeast along said south right-of-way to a point on the west right-of-way of Rouse Road; Then run south along the west right-of-way of Rouse Road to the southeast corner of Lot 115, Park Manor Estates, Section 6, 5th Addition, as recorded in Plat Book 2, Page 109 of Orange County Records, said point being in the southwest 1/4 of Section 21, Township 22 south, Range 31 east; Then run west to a point on the west line of said Section 21; Then run south to the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 29, Township 22 south, Range 31 east, also being the point of beginning.

BERNICE WETS
ISSUING OFFICER

President _____
TITLE



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

76-5

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

PARK MANOR WATERWORKS, INC.

Whose principal address is

1527 Park Manor Drive

Orlando, Florida 32807 (Orange County)

to provide sewer service in accordance with the provisions 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 4968 DATED 11/12/70 DOCKET 70330-5

ORDER 8899 DATED 6/4/79 DOCKET 790478-WS

ORDER 24058 DATED 02/04/91 DOCKET 900697-WS

ORDER PSC-95-0752-
POF-WS DATED 06/22/95 DOCKET 950471-WS

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

William B. D. Willey
Commission Clerk
Robert J. Mearns
Chairman



EXHIBIT
Composite
9



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

15-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

PARK MANOR WATERWORKS, INC.

Whose principal address is

1527 Park Manor Drive

Orlando, Florida 32807

(Orange County)

to provide water service in accordance with the provisions 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 4968 DATED 11/12/70 DOCKET 70329-W

ORDER 8899 DATED 6/4/79 DOCKET 790478-WS

ORDER 24058 DATED 02/04/91 DOCKET 900697-WS

ORDER PSC-95-0752-
POF-WS DATED 06/22/95 DOCKET 950471-WS

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

William B. DeValley

Commission Clerk

Robert J. Mann

Chairman



State of Florida

Commissioners:
SUSAN F. CLARK, CHAIRMAN
J. TERRY DEASON
JULIA L. JOHNSON
DIANE K. KIESLING
JOE GARCIA



DIVISION OF RECORDS &
REPORTING
BLANCA S. BAYÓ
DIRECTOR
(904) 413-6770

Public Service Commission

May 15, 1996

Martin S. Friedman, Esquire
c/o Rose, Sundstrom & Bentley
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

Docket No. 960601-WS

Dear Mr. Friedman:

This will acknowledge receipt of an application for amendment of Certificates 15-W and 76-S to include additional territory in Orange County by Park Manor Waterworks, Inc., which was filed in this office on May 13, 1996 and assigned the above-referenced docket number. Appropriate staff members will be advised.

A tentative schedule of events in your docket (referred to as a Case Assignment and Scheduling Record or CASR) should be available, upon request, ten (10) working days after establishment of the docket. You may contact the Records Section at (904) 413-6770 or by fax at (904) 413-7118 to request that a copy of the case schedule be faxed or mailed to you. The schedule of events provides you with an opportunity to anticipate completion stages of work in the docket. These dates are subject to change; therefore, you may wish to call the Records Section periodically to obtain revised schedules for your docket. For firm dates of hearings or other activities, please look to the Commission's official notices and orders. You can also obtain information on your docket by accessing the PSC HomePage on the Internet, at <http://www.state.fl.us/psc/>.

Sincerely,

Matilda Sanders
Commission Deputy Clerk

The Orlando Sentinel

Published Daily \$262.14

State of Florida } S.S.
COUNTY OF ORANGE

Before the undersigned authority personally appeared JUANITA ROSADO who on oath says that he/she is the Legal Advertising Representative of The Orlando Sentinel, a daily newspaper published at ORLANDO in ORANGE County, Florida that the attached copy of advertisement, being a NOTICE OF APPLIC in the matter of PARK MANOR WATERWORKS, INC. in the ORANGE Court was published in said newspaper in the issue of 05/09/96

Affiant further says that the said Orlando Sentinel is a newspaper published at ORLANDO in said ORANGE County, Florida and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida each Week Day, and has been entered as second class mail matter at the post office in ORLANDO in said ORANGE County, Florida for a period of time next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

This foregoing instrument was acknowledged before me this MAY 09 1996 day of

JUANITA ROSADO
SUSAN K. RENZI
My Comm. Exp. 11/21/97
Bonded By Service No. 0031004
Notary Public State of Florida

NO. 17 APPLICATION FOR EXTENSION OF RICE AREA

PARK MANOR WATERWORKS, INC., 1527 Park Manor Drive, Orlando, Florida 32825, gives this notice of its water and wastewater services in Orange County, Florida. The approximate of the entire proposed territory of Park Manor Waterworks, Inc., which includes its existing and proposed service area is as follows:

Begin at the southeast corner of the northeast 1/4 of Section 20, Township 22 south, Range 31 east, said point also being the southeast corner of Lot 15, Park Manor Estates Section 20 as recorded in Plat Book 2, Page 67 of Orange County Records. Then run east along the south line of the north 1/2 of the northeast and northwest 1/4s of said Section 20 to a point on the east line of Section 20; Then run north along said west line 1035 +/- to a point 52' east of the southeast corner of Parcel 047 in the northeast 1/4 of Section 30, Township 22 south, Range 31 east. Then run west to the southeast corner of Parcel 047; Then continue west to the southwest corner of Parcel 047; Then run north 22' to the northeast corner of Parcel 047 and the north line of said Section 30; Then run east 1089.52' to the southeast corner of Parcel 078 in the southwest 1/4 of Section 19, Township 22 south, Range 31 east; Then run north to a point on the south line of Lot 9 Park Manor West as recorded in Plat Book 7, Page 34 of Orange County Records; Then run west to the southwest corner of Lot 9 in said Park Manor West; Then run north to the northwest corner of Lot 5, Park Manor West; Then run east to a point on the east line of said Section 19; Then run north 1700 +/- to a point 27' west of the northeast corner of Parcel 011 in the southwest 1/4 of Section 20, Township 22 south, Range 31 east; Then run east to the northeast corner of Parcel 011; Then run east to the northeast corner of Parcel 115; Then run north to a point on the north line of the southwest 1/4 of said Section 20; Then run east 40 +/- to the southwest corner of the southwest 1/4 of Section 20, Township 22 south, Range 31 east; Then run north to the northeast corner of the southwest 1/4 of said Section 20; Then run east to the northeast corner of the southwest 1/4 of said Section 20; Then continue south 150' to a point 30' west of the southwest corner of Lot 1, Orlando Improvement Company No. 2, as recorded in Plat Book 5, Page 100 of Orange County Records; Then run east to the southwest corner of said Lot 1; Then continue east to the southeast corner of Lot 1; Then run north to the southwest corner of the southeast 1/4 of the northeast 1/4 of said Section 20; Then run north to a point on the north line of Section 20; Then run east to the northeast corner of Section 20; Said point also being the northwest corner of Section 21, Township 22 south, Range 31 east; Then run north 256.95' to a point on the south right-of-way of east Colonial Drive (S.R. 50); Then run southeast along said south right-of-way 660 +/- to the northeast corner of Parcel 059 in the northwest 1/4 of said

Then run southwest along the south line of Parcel 060 and Parcel 132 to the southeast corner of Parcel 132; Then run north to a point on the south right-of-way of east Colonial Drive (S.R. 50); Then run 255' southeast along said south right-of-way to a point on the west right-of-way of Route Road; Then run south along the west right-of-way of Route Road to the southeast corner of Lot 118, Park Manor Estates; Section 6, 5th Addition as recorded in Plat Book 7, Page 109 of Orange County Records; said point being in the southwest 1/4 of Section 21, Township 22 south, Range 31 east; Then run west to a point on the west line of said Section 21; Then run south to the southeast corner of the northeast 1/4 of the northeast 1/4 of Section 29, Township 22 south, Range 31 east, also being the point of beginning. Any objections to the Application must be filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32310-4350, within 30 days after the last date that the notice was mailed or published, whichever is later. A copy of said objection is to be furnished to Park Manor's attorneys Martin S. Friedman, Esquire, Rose Goldstrom & Bendley, 25644 Bainbridge Pines Drive, Tallahassee, Florida 32301. COLLECTOR, MAY 1996

Section 21, then run south 600 +/- to the northeast corner of Lot 1, Park Manor Estates, Section 1, as recorded in Plat Book 7, Page 79 of Orange County Records; Then run east to a point on the east right-of-way of Park Manor Drive; Then run north 455.12' to the southwest corner of Parcel 063 in the northeast 1/4 of said Section 21.