

FLORIDA PUBLIC SERVICE COMMISSION

**INSTRUCTIONS FOR COMPLETING
APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL
(Section 367.071, Florida Statutes)**

990248-WU

General Information

The attached form has been prepared by the Florida Public Service Commission to aid utilities under its jurisdiction to file information required by Chapter 367, Florida Statutes, and Chapter 25-30, Florida Administrative Code. Any questions regarding this form should be directed to the Division of Water and Wastewater, Bureau of Industry Structure and Policy Development (850) 413-6900.

Instructions

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A.". Do not leave any items blank.
3. Notarize the completed application form.
4. Remit the proper filing fee pursuant to Rule 25-30.020, Florida Administrative Code, with the application.
5. The original and five copies of the completed application and attached exhibits; the original and two copies of the revised tariff sheet(s); and the proper filing fee should be mailed to:

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Orig Cert WAW

DOCUMENT NUMBER-DATE

02695 MAR-3 88

FPSC-RECORDS/REPORTING

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

GARY K. TURNER 407-) 892-4675
Name Phone No.
4144 OAKWOOD DRIVE
Street address
ST. CLOUD FLORIDA 34772
City State Zip Code

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

MORNINGSIDE UTILITY, INC.
Name of utility
(407) 892-4675 ()
Phone No. Fax No.
4144 OAKWOOD DRIVE
Office street address
ST. CLOUD FLORIDA 34772
City State Zip Code
SAME AS ABOVE
Mailing address if different from street address
Internet address if applicable

D) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility.

LUCILLE S. TURNER 4144 Oakwood Drive, St. Cloud, Florida 34772

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit 5 - 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 Records and Reporting;
 - (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 6 - 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 7 - 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

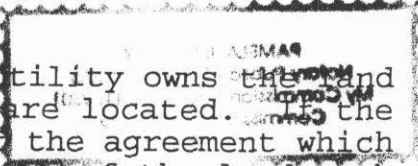
Indicate the filing fee enclosed with the application:

\$ 750.00 (for water) \$ N/A (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 8 - Evidence that the utility owns the land where the utility treatment facilities are located.  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 9 - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. **Sample tariff sheets are attached.**
- C) Exhibit 10 - The utility's current certificate(s). If not available, an explanation of the steps taken to obtain the certificate(s).

PART VI AFFIDAVIT

I GARY K. TURNER (applicant) 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 thereto constitute a complete statement of the matter to which it relates.

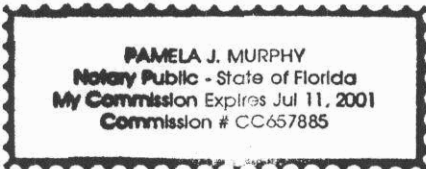
BY:

Gary K. Turner
Applicant's Signature

GARY K. TURNER
Applicant's Name (Typed)

PRESIDENT
Applicant's Title *

Subscribed and sworn to before me this 27th of February 1999.



Pamela J. Murphy
Notary Public

* If the 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 the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

SAMPLE PUBLICATION / LEGAL NOTICE FOR
APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL
(Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on _____ (Date) _____, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of majority organizational control of _____ (Name of Utility) _____ from _____ (Name of Seller) _____ to _____ (Name of Buyer) _____, providing service to the following described territory in _____ (County) _____, Florida.

(Insert a brief description of the area proposed to be served. Use the Survey of Public Lands method (township, range, section, and quarter section) if possible, or a metes and bounds description, and also the subdivision or project name. The description should NOT refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc.). The object is to make the description as brief, but as accurate as possible.)

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

(Utility name and address)

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**SECTION 367.071, FLORIDA STATUTES
SALE, ASSIGNMENT, OR TRANSFER OF CERTIFICATE OF
AUTHORIZATION, FACILITIES, OR CONTROL**

(1) No utility shall sell, assign, or transfer its certificate of authorization, facilities or any portion thereof, or majority organizational control without determination and approval of the commission that the proposed sale, assignment, or transfer is in the public interest and that the buyer, assignee, or transferee will fulfill the commitments, obligations, and representations of the utility.

(2) The commission may impose a penalty pursuant to s. 367.161 when a transfer occurs prior to approval by the commission. The transferor remains liable for any outstanding regulatory assessment fees, fines, or refunds of the utility.

(3) An application for proposed sale, assignment, or transfer shall be accompanied by a fee as provided by s. 367.145. No fee is required to be paid by a governmental authority that is the buyer, assignee, or transferee.

(4) An application shall be disposed of as provided in s. 367.045, except that:

(a) The sale of facilities, in whole or part, to a governmental authority shall be approved as a matter of right; however, the governmental authority shall, prior to taking any official action, obtain from the utility or commission with respect to the facilities to be sold the most recent available income and expense statement, balance sheet, and statement of rate base for regulatory purposes and contributions-in-aid-of-construction. Any request for rate relief pending before the commission at the time of sale is deemed to have been withdrawn. Interim rates, if previously approved by the commission, must be discontinued, and any money collected pursuant to interim rate relief must be refunded to the customers of the utility with interest.

(b) When paragraph (a) does not apply, the commission shall amend the certificate of authorization as necessary to reflect the change resulting from the sale, assignment, or transfer.

(5) The commission by order may establish the rate base for a utility or its facilities or property when the commission approves a sale, assignment, or transfer thereof, except for any sale, assignment, or transfer to a governmental authority.

(6) Any person, company, or organization that obtains ownership or control over any system, or part thereof, through foreclosure of a mortgage or other encumbrance, shall continue service without interruption and may not remove or dismantle any portion of the system previously dedicated to public use which would impair the ability to provide service, without the express approval of the commission. This provision may be enforced by an injunction issued by a court of competent jurisdiction.

History.—

s. 1, ch. 71-278; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 9, 25, 26, ch. 80-99; ss. 2, 3, ch. 81-318; ss. 7, 15, ch. 82-25; ss. 6, 26, 27, ch. 89-353; s. 2, ch. 90-166; s. 4, ch. 91-429.

CHAPTER 25-30.020, F.A.C.
FEES REQUIRED TO BE PAID BY WATER AND WASTEWATER UTILITIES

(1) When a utility files any application for a certificate of authorization pursuant to sections 367.045, 367.071 and 367.171, Florida Statutes, or files any request for a rate change pursuant to sections 367.081, 367.0814 and 367.0822, Florida Statutes (except an index or pass-through), or files for authorization to collect or change service availability charges pursuant to section 367.101, Florida Statutes, the utility shall remit a fee to the Commission's Director of Records and Reporting. A separate fee shall apply for water service and wastewater service. A separate fee shall also apply for each section listed above. For purposes of this rule, capacity is determined by combining the capacities of all systems included in the application. For purposes of this rule, an equivalent residential connection (ERC) is 350 gallons per day (gpd) for water service and 280 gallons per day (gpd) for wastewater service.

(2) The amount of the fee to be filed pursuant to subsection (1) of this rule shall be as follows:

(a) For an original certificate application filed pursuant to Section 367.045, Florida statutes, the amount of the fee shall be as follows:

1. For utilities with the existing or proposed capacity to serve up to 500 ERCs, \$750;
2. For utilities with the existing or proposed capacity to serve from 501 to 2,000 ERCs, \$1,500;
3. For utilities with the existing or proposed capacity to serve from 2,001 to 4,000 ERCs, \$2,250;
4. For utilities with the existing or proposed capacity to serve more than 4,000 ERCs, \$3,000.

(b) For an application for extension or deletion of territory filed pursuant to Section 367.045, Florida Statutes, the amount of the fee shall be as follows:

1. For applications in which the area to be extended or deleted has the proposed capacity to serve up to 100 ERCs, \$100;
2. For applications in which the area to be extended or deleted has the proposed capacity to serve from 101 to 200 ERCs, \$200;
3. For applications in which the area to be extended or deleted has the proposed capacity to serve from 201 to 500 ERCs, \$500;
4. For applications in which the area to be extended or deleted has the proposed capacity to serve from 501 to 2,000 ERCs, \$1,000;

5. For applications in which the area to be extended or deleted has the proposed capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For applications in which the area to be extended or deleted has the proposed capacity to serve more than 4,000 ERCs, \$2,250.

(c) For an application for transfer or change in majority organizational control filed pursuant to Section 367.071, Florida Statutes, the amount of the fee shall be as follows:

1. For applications in which the utility to be transferred has the capacity to serve up to 500 ERCs, \$750;
2. For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERCs, \$1500;
3. For applications in which the utility to be transferred has the capacity to serve from 2,001 to 4,000 ERCs, \$2,250;
4. For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERCs, \$3,000.

(d) For an application for a grandfather certificate filed pursuant to Section 367.171, Florida Statutes, the amount of the fee shall be as follows:

1. For applications in which the utility has the capacity to serve up to 100 ERCs, \$100;
2. For applications in which the utility has the capacity to serve from 101 to 200 ERCs, \$200;
3. For applications in which the utility has the capacity to serve from 201 to 500 ERCs, \$500;
4. For applications in which the utility has the capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For applications in which the utility has the capacity to serve more than 4,000 ERCs, \$2,250.

(e) For file and suspend rate cases filed pursuant to Section 367.081, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with the existing capacity to serve up to 500 ERCs, \$1,000;
2. For utilities with the existing capacity to serve from 501 to 2,000 ERCs, \$2,000;
3. For utilities with the existing capacity to serve from 2,001 to 4,000 ERCs, \$3,500;
4. For utilities with the existing capacity to serve more than 4,000 ERCs, \$4,500.

(f) For staff-assisted rate cases filed pursuant to Section 367.0814, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with the existing capacity to serve up to 100 ERCs, \$200;
2. For utilities with the existing capacity to serve from 101 to 200 ERCs, \$500;
3. For utilities with the existing capacity to serve more than 200 ERCs, \$1,000.

(g) For an application for a limited proceeding pursuant to Section 367.0822, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with the existing capacity to serve up to 100 ERCs, \$100;
2. For utilities with the existing capacity to serve from 101 to 200 ERCs, \$200;
3. For utilities with the existing capacity to serve from 201 to 500 ERCs, \$500;
4. For utilities with the existing capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For utilities with the existing capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For utilities with the existing capacity to serve more than 4,000 ERCs, \$2,250.

(h) For an application for approval of charges or conditions for service availability filed pursuant to section 367.101, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with existing and proposed capacity to serve up to 100 ERCs, \$100;
2. For utilities with existing and proposed capacity to serve from 101 to 200 ERCs, \$200;
3. For utilities with existing and proposed capacity to serve from 201 to 500 ERCs, \$500;
4. For utilities with existing and proposed capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For utilities with existing and proposed capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For utilities with existing and proposed capacity to serve more than 4,000 ERCs, \$2,250.

Specific Authority: 350.127(2) and 367.121(1), F.S.

Law Implemented: 367.045(1)(d), (2)(e), 367.071(3), 367.081(5), 367.0822(2), 367.101(2), 367.145 and 367.171(2)(b), F.S. **History:** New 10/29/80, Formerly 25-10.11, Transferred from 25-10.011 and Amended 11/9/86, 11/30/93.

**CHAPTER 25-30.025, F.A.C.
OFFICIAL DATE OF FILING**

(1) The "official date of filing" is the date on which the Director of the Division of Water and Wastewater determines the utility has filed completed sets of the minimum filing requirements (MFRs), including testimony that may be required by Rule 25-30.436(2) and payment of the appropriate filing fee to the Director of Records and Reporting.

(2) The Director of the Division of Water and Wastewater shall determine the official date of filing for any utility's application and advise the applicant. The Commission shall resolve any dispute regarding the official date of filing.

Specific Authority: 367.121(1), F.S.

Law Implemented: 367.083, F.S.

History: New 3/26/81, Formerly 25-10.12, Transferred from 25-10.012, Amended 11/9/86, 11/30/93.

**CHAPTER 25-30.030, F.A.C.
NOTICE OF APPLICATION**

(1) When a utility applies for a certificate of authorization, an extension or deletion of its service area, or a sale, assignment or transfer of its certificate of authorization, facilities or any portion thereof or majority organizational control, it shall provide notice of its application in the manner and to the entities described in this section.

(2) Before providing notice in accordance with this section, a utility shall obtain from the Commission a list of the names and addresses of the municipalities, the county or counties, the regional planning council, the Office of Public Counsel, the Commission's Director of Records and Reporting, the appropriate regional office of the Department of Environmental Protection, the appropriate water management district, and 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. In addition, if any portion of the proposed territory is within one mile of a county boundary, the utility shall obtain from the Commission a list of the names and addresses of the privately-owned utilities located in the bordering counties and holding a certificate granted by the Commission. The utility's request for the list shall include a complete legal description of the territory to be requested in the application that includes:

(a) a reference to township(s), range(s), land section(s) and county; and

(b) a complete and accurate description of the territory served or proposed to be served in one of the following formats. The description may reference interstates, state roads, and major bodies of water. The description shall not rely on references to government lots, local streets, recorded plats or lots, tracts, or other recorded instruments.

1. Sections: If the territory includes complete sections, the description shall only include the township, range, and section reference. If the territory includes partial sections, the description shall either identify the subsections included or excluded.
2. Metes and bounds: A point of beginning which is referenced from either a section corner or a subsection corner, such as a quarter corner. The perimeter shall be described by traversing the proposed territory and closing at the point of beginning. The description shall include all bearings and distances necessary to provide a continuous description.

(3) The notice shall be appropriately styled:
(a) Notice of Application for an Initial Certificate of Authorization for Water, Wastewater, or Water and Wastewater Certificate;
(b) Notice of Application for an Extension of Service Area;
(c) Notice of Application for Deletion of Service Area;
(d) Notice of Application for a Transfer of Water, Wastewater, or Water and Wastewater Certificate(s); or
(e) Notice of Application for a Transfer of Majority Organizational Control.

(4) The notice shall include the following:
(a) the date the notice is given;
(b) the name and address of the applicant;
(c) a description, using township, range and section references, of the territory proposed to be either served, added, deleted, or transferred; and
(d) a statement that any objections to the application must be filed with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870, no later than 30 days after the last date that the notice was mailed or published, whichever is later.

(5) Within 7 days of filing its application, the utility shall provide a copy of the notice by regular mail to:

(a) the governing body of the county in which the utility system or the territory proposed to be served is located;
(b) the governing body of any municipality contained on the list obtained pursuant to (2) above;
(c) the regional planning council designated by the Clean Water Act, 33 U.S.C. 1288(2);
(d) all water or wastewater utilities contained on the list(s) obtained pursuant to (2) above;
(e) the office of Public Counsel;
(f) the Commission's Director of Records and Reporting;
(g) the appropriate regional office of the Department of Environmental Protection; and
(h) the appropriate Water Management District.

(6) No sooner than 21 days before the application is filed and no later than 7 days after the application is filed, the utility shall also provide a copy of the Notice, by regular mail or personal service, to each customer, of the system to be certificated, transferred, acquired, or deleted.

(7) The Notice shall be published once in a newspaper of general circulation in the territory proposed to be served, added, deleted, or transferred. The publication shall be within 7 days of filing the application.

(8) A copy of the notice(s) and list of the entities receiving notice pursuant to this rule shall accompany the affidavit required by sections 367.045(1) (e) and (2) (f), Florida Statutes. The affidavit shall be filed no later than 15 days after filing the application.

(9) This rule does not apply to applications for grandfather certificates filed under section 367.171, Florida Statutes, or to applications for transfers to governmental authorities filed under Section 367.071, Florida Statutes, or to name changes.

Specific Authority: 367.121(1), F.S.

Law Implemented: 367.031, 367.045, 367.071, F.S.

History: New 4/5/81, formerly 25-10.061, Transferred from 25-10.0061 and Amended 11/9/86, Amended 1/27/91, Amended 11/30/93.

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CHAPTER 25-30.031, F.A.C.
WRITTEN OBJECTION

(1) A written objection to a Notice of Application is timely if it is filed within 30 days after the last day that the Notice is mailed or published by the applicant, whichever is later.

(2) A written objection must state the grounds for the objection with particularity.

Specific Authority: 367.121(1), F.S.

Law Implemented: 367.045, F.S.

History: New 11/9/86. Amended 1/27/91.

**CHAPTER 25-30.032, F.A.C.
APPLICATIONS**

(1) Each utility subject to regulation by the Commission shall apply for an initial certificate of authorization, amendment to an existing certificate of authorization, transfer, or name change by filing a completed application and 12 copies, in accordance with either 25-30.033, 25-30.034, 25-30.035, 25-30.036, 25-30.037(1) or (2), or 25-30.039, F.A.C. However, a utility shall apply for a transfer to a governmental authority by filing a completed application and two copies, in accordance with Rule 25-30.037 (3) and (4), F.A.C. The application shall be filed with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870. Sample application forms may be obtained from the Division of Water and Wastewater, Bureau of Certification, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870.

(2) A utility may file combined applications if it is applying for certificates of authorization or any amendments thereto for both water and wastewater systems; however, the utility shall remit a separate application fee for each service. The Commission will treat a combined application as if a separate application had been filed for each service.

(3) The official filing date of an application for an original certificate, any amendment to an existing certificate, or any transfer shall be the date a completed application is filed with the Division of Records and Reporting, except that the noticing requirements set forth in Rule 25-30.030, F.A.C., do not need to be completed at that time. If, however, the utility has not completed the noticing within the time limits prescribed by Rule 25-30.030, F.A.C., the official filing date shall be the date the noticing is complete.

Specific Authority: 367.121, F.S.
Law Implemented: 367.031, 367.045, 367.071, F.S.
History: New 1/27/91, Amended 11/30/93.

CHAPTER 25-30.037, F.A.C.
APPLICATION FOR AUTHORITY TO TRANSFER

(3) In case of a change in majority organizational control, the application shall include the following information:

- (a) the complete name and address of the seller;
- (b) the complete name and address of the buyer;
- (c) the name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility;
- (d) the names and locations of any other water or wastewater utilities owned by the buyer;
- (e) a statement describing the financing of the purchase;
- (f) a statement describing how the transfer is in the public interest, including a summary of the buyer's experience in water 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;
- (g) a list of all entities, including affiliates, that have provided, or will 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;
- (h) 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 DEP or, if the system is in need of repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) 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 violations, 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;

- (i) evidence that the utility owns the land upon which the utility treatment facilities are located, or a copy of an agreement which provides for the continued use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost effective alternative;
- (j) the original and two copies of sample tariff sheets reflecting the change in ownership; and
- (k) the utility's current certificate(s), or if not available, the applicant shall provide an explanation of the steps the applicant took to obtain the certificate(s).

Specific Authority: 367.121, F.S.

Law Implemented: 367.071 F.S.

History: New 1/27/91, Amended 11/30/93.

NAME OF COMPANY: **MORNINGSIDE UTILITIES, INC.**

EXHIBIT 2

SEE ATTACHED PURCHASE AGREEMENT:

GARY K. TURNER
PRESIDENT

This Mortgage Deed

Executed the 27th day of February
Morningside Utilities, Inc.

A. D. 1999 by

a corporation existing under the laws of Florida, and having its principal place of
business at 4144 Oakwood Dr., St. Cloud, Florida 34772
hereinafter called the mortgagor, to George DeVillers

whose postoffice address is 1106 Monroe Ave., St. Cloud, Florida 34769
hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Osceola County, Florida, viz:

Tract A, Morningside Village, Unit II as per the Official Plat thereof as filed and recorded in Plat Book 4, Page 85 of the Public Records of Osceola County, Florida.

Property Appraisers Parcel Identification
Number(s): 03-25-30-4208-0001-SUBD

Return to: George DeVillers, 1106 Monroe Ave.
St. Cloud, FL 34769

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor 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 and clear of all encumbrances other than the 1999 taxes.

PROMISSORY NOTE

\$150,000.00 Kissimmee, Florida February 27, 1999

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of George DeVillers of 1106 Monroe Avenue, St. Cloud, Florida 34769 or at such place as the holder(s) of this note may designate in writing the principal sum of One hundred fifty thousand and no cents DOLLARS (\$150,000.00) together with interest thereon from February 15, 1999 at the rate of 10% per annum on the unpaid balance until paid.

Monthly payments shall commence on February 15, 1999 and on the 15th day of each successive month thereafter of \$1,611.91 for 180 consecutive payments and the final, payment of \$1,611.91 shall be paid on or before January 15, 2014. There shall be no prepayment penalty for early payment of any portion of the principal.

If default be made in the payment of any installment under this note, and if such default is not made good within 10 days of the 15th of each month, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder(s) of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. In the event of defaults in the payment of this note, and if the same is placed in the hands of an attorney at law for collection, the undersigned hereby agree(s) to pay all cost of collection including a reasonable attorney's fee. Presentment, protest and notice are hereby waived.

Morningside Utilities, Inc.
By: *Gary K. Turner* (SEAL)
Gary K. Turner, as President

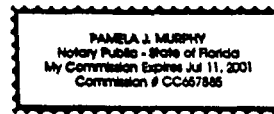
_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

turner pen

STATE OF FLORIDA
COUNTY OF OSCEOLA



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements appeared GARY K. TURNER

NOTARY *Pamela J. Murphy*

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage. This mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value, in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within five (5) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

(CORPORATE SEAT)

In Witness Whereof

the mortgagor 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: Gary K. Turner Secretary

Morningside Utilities, Inc.

Signed, sealed and delivered in the presence of:

Shirley F. McNeil-Dole
Patricia J. Murphy

By: Gary K. Turner as President

State of Florida
County of Osceola

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Gary K. Turner

well known to me to be the President and Secretary respectively of the corporation named as mortgagor in the foregoing instrument, 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 27th day of February A. D. 1999

Patricia J. Murphy
Notary Public, State of Florida
My Commission Expires Jul 11, 2001
Commission # 00000000

This Instrument prepared by: Michael J. Barber, Esquire
Address 808 N. Main Street, Kissimmee, FL 34742

This Mortgage Deed

Executed the 27th day of February A. D. 1999 by
Morningside Utilities, Inc.

a corporation existing under the laws of Florida, and having its principal place of
business at 4144 Oakwood Dr., St. Cloud, Florida 34772
hereinafter called the mortgagor, to George DeVillers

whose postoffice address is 1106 Monroe Ave., St. Cloud, Florida 34769
hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and mortgagee" include all the parties to this instrument and the heirs,
legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note"
includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Osceola County, Florida, viz:

Tract A, Morningside Village, Unit II as
per the Official Plat thereof as filed
and recorded in Plat Book 4, Page 85 of
the Public Records of Osceola County,
Florida.

Property Appraisers Parcel Identification
Number(s): 03-25-30-4208-0001-SUBD

Return to: George DeVillers, 1106 Monroe Ave.
St. Cloud, FL 34769

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor 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 and clear of all encumbrances other than the 1999 taxes.

PROMISSORY NOTE

\$150,000.00 Kissimmee, Florida February 27, 1999

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of George DeVillers of 1106 Monroe Avenue, St. Cloud, Florida 34769 or at such place as the holder(s) of this note may designate in writing the principal sum of One hundred fifty thousand and no cents DOLLARS (\$150,000.00) together with interest thereon from February 15, 1999 at the rate of 10% per annum on the unpaid balance until paid.

Monthly payments shall commence on February 15, 1999 and on the 15th day of each successive month thereafter of \$1,611.91 for 180 consecutive payments and the final, payment of \$1,611.91 shall be paid on or before January 15, 2014. There shall be no prepayment penalty for early payment of any portion of the principal.

If default be made in the payment of any installment under this note, and if such default is not made good within 10 days of the 15th of each month, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder(s) of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. In the event of defaults in the payment of this note, and if the same is place in the hands of an attorney at law for collection, the undersigned hereby agree(s) to pay all cost of collection including a reasonable attorney's fee. Presentment, protest and notice are hereby waived.

Morningside Utilities, Inc.
By: *Gary K. Turner* (SEAL)
Gary K. Turner, as President

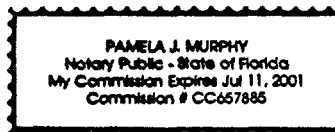
_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

turner.pnt

STATE OF FLORIDA
COUNTY OF OSCEOLA



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements appeared GARY K. TURNER

NOTARY *Pamela J. Murphy*

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value.

in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within five (5) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagor to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

(CORPORATE SEAL)

In Witness Whereof

the mortgagor 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: Gary K. Turner Secretary

Morningside Utilities, Inc.

Signed, sealed and delivered in the presence of:

Jessie K. Keller-Pola
Patricia J. Murphy

By: Gary K. Turner as President

State of Florida
County of Osceola

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Gary K. Turner

well known to me to be the President and Secretary respectively of the corporation named as mortgagor in the foregoing instrument, 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 27th day of February A. D. 1999

Patricia J. Murphy
Notary Public, State of Florida
My Commission Expires Jul 11, 2001
Commission # CC667885

This Instrument prepared by: Michael J. Barber, Esquire
Address 808 N. Main Street, Kissimmee, FL 34742

George DeVillers and Gary Turner, Morningside Utilities Inc.

STOCK PURCHASE AGREEMENT

THIS AGREEMENT entered into on this day of February, 1999 between George DeVillers,(hereinafter referred to as "Seller"), and Gary K. Turner, (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, Seller desires to all shares of stock held by Seller in that Corporation, Morningside Utilities, Inc. a Florida Corporation, and

WHEREAS, Seller does own free and clear all issued shares of stock in MorningsideUtilities, Inc. (hereinafter referred to as the Corporation), and

WHEREAS, Seller shall transfer under the ownership of the Corporation certain assets which are listed herein below and it is knowledge as material consideration for the purchase of said shares of stock by the Purchaser herein, and

WHEREAS, Seller desires to sell and Purchaser desires to purchase those shares of stock under the terms and conditions set forth herein below.

NOW THEREFORE, in consideration of covenants, Promises, terms and conditions, of which consideration is accepted as adequate by both parties by execution of this agreement. The parties agree as follows:

1. Seller shall sell to Purchaser and Purchaser shall purchase all outstanding shares of stock issued in the Corporation which are held soley and exclusively by the Seller, free and clear of all liens, encumbrances, or all pledging of stock for the sum of \$180,000.00 (One hundred eighty thousand) dollars. The terms of payment of that purchase price by the Purchaser

is, that the Purchaser shall deliver upon execution of this agreement by both parties a down payment of \$30,000.00 (Thirty thousand) dollars by cashiers check made to the order of the Seller; of the total of \$ 180,000.00 (One hundred eighty thousand) dollars, and that the balance of \$150,000.00 (One hundred fifty thousand) dollars shall be evidenced by a Promissory Note executed by the Purchaser back to the Seller, the terms of which are as follows:

Principal amount of \$150,000.00 (One hundred fifty thousand) dollars to be paid in installment payments, first payment to commence on the 15th day of February, 1999 and on the 15th day of each month thereafter for a total of 180 monthly payments, last payment to be made on or before January 15, 2014 date. The Principal amount shall accrue interest at the rate of 10 % per annum from the date of execution of the Promissory Note, shall amortize a monthly payment of \$1,611.91 (One thousand six hundred eleven dollars and 91 cents). There shall be no prepayment penalty for overpayment of any portion of all of the principal balance of that amount in the terms of the note.

The Promissory Note shall be secured by a purchase money mortgage from the Purchaser to the Seller secured by the subject real property more particularly described by Exhibit "A" attached hereto.

2. This contract is contingent upon the ability of the Purchaser and Seller working jointly to obtain all necessary documents, licenses, permits and any other form of authorization or certification required for the operation of the water plant located on the real property, which is owned by the Corporation, from any regulatory agencies regulating any aspects of the operation of that water plant known as Morningside Utilities and Water Treatment Plant on said property.

“Regulatory agencies” shall be defined as, but not limited to, Florida Public Service Commission, Department of Environmental Protection, and South Florida Water Management Commission throughout this agreement. The parties agree that should it not be possible to obtain all permits, certifications and other documents of authorization necessary in the operation of said water plant

that the Purchaser upon notification to the Seller in writing shall return back to the sole and exclusive possession of the Seller said real property as well as the operation of the said water plant and all stock purchased under this agreement, within 7 days of the receipt of written notification by any governmental entity stating the transfer and/or extension of the permits and certificates necessary for the operation of the water treatment plant on the subject property to this contract are not extendable, transferrable to the purchaser. The Seller shall, upon such notification, within 10 days of receipt of that notification assume sole and exclusive physical control and possession of the subject real property and the water plant and its operation and accept retransfer by assignment of those stock certificates representing all stock sold to the Purchaser to the Seller under this agreement and return the down payment in the sum of \$30,000.00 (thirty thousand) Dollars, without interest for the period those monies are held by the Buyer.. It is understood and agreed by the parties that should the Seller refuse to take control of the real property and the water treatment plant after such notification, refusal to continue to operate the plant by the Purchaser will not constitute a breach of this agreement nor shall the Purchaser be liable for any damages arising from the abandonment of the operation to that water treatment plant and the property by the Seller or any persons affected thereunder. That the Purchaser under such conditions by refusal or failure to take repossession and operations of the

water treatment plant, hereby waives and releases the Purchaser from any and all liability to the Seller as well as the Corporation and hereby agrees to indemnify and hold harmless the Purchaser as to any damages, costs, reasonable attorney fees, or other consequences that may arise due to the failure of the Seller to accept possession, control and operation of that business. Seller shall further assume all financial obligations existing on the day of closing and any subsequent obligation or contractual obligations in the operation of Morningside Utilities and Water Treatment Plant on the subject real property owned by the Corporation and those service areas under contract and permit. The responsibility for assumption of those matters by the Seller shall be within 7 days of written notification by Purchaser of the refusal of agencies to transfer or grant permits, certification or other documentation to allow for the operation of the plant by the Corporation due to the transfer of ownership of that Corporation by the Purchaser.

3. At the time of transfer of all stock of the Corporation from the Seller to the Purchaser it is hereby warranted by the Seller that the Corporation shall own the following real and personal property free and clear of all liens and encumbrances and that is as follows: (See attached Exhibit "A").

A. All outstanding service areas as permitted by the Florida Public Service Commission and the Department of Environmental Protection and the South Florida Water Commission.

B. All structures and appurtenances thereto and affixed to the subject property.

C. 10000 Gallon pressure tank

Onan auxiliary generator

Generator transfer switch

(2) Regal auto switch-over chlorinators

(2) Chlorinator scales

(2) Chlorine booster pumps

Chlorine repair parts

(2) Chlorine injectors

Meter boxes

All brass and PVC fittings

Water meters

All pipes and equipment previously installed needed to supply water to service

area

The Seller warrants and covenants that the Corporation owns solely and exclusively all rights, title and interest to the subject property both real, personal and mixed and there exists no liens or encumbrances or rights to encumber in any of those properties by any persons or other legal entities after the date of transfer to the Purchaser by Seller.

4. Both Seller and Purchaser hereby acknowledge the existence of a new service area under the control of the Corporation consisting of 42 lots sites of which 12 lot sites have been completed or under construction for completion for use. All costs of installation and impact fees for meters to those 12 lots will be sole and exclusive responsible of the Seller. The remaining 30 new lot sites shall require the payment of impact fees and meter installation fees and improvements to each of those lots and that those costs shall be the sole and exclusive responsibility to the Purchaser. Purchaser accepts the 30 lots in their "as is" condition and will accept the 12 lots the day of closing upon completion of all construction and installation of water

meters. The Seller shall have sole and exclusive responsibility for the payment of any fees due and owing the Florida Public Service Commission for the extension of services to the new service area, and payments of these fees shall be made prior to closing and proof of all such fees shall be delivered to the Purchase the day of closing. Seller shall be solely and exclusively responsible for all fees, fines and penalties which are now due and owing from any legal actions or pending legal actions or prospective legal actions which may exist prior to the day of closing under this agreement. The Seller shall deliver to the Purchaser proof of settlement or payment of fees, fines, penalties and actions shall be provided to the Purchaser by the Seller at day of closing. The Purchaser shall be solely and exclusively responsible of payment of all fees that are required to be paid for the standard transfer of subject water plant and its operation, subject to the acceptance transfer ability of all licensing agencies and governmental entities for the operation of that water plant by the Purchaser.

5. Seller shall be solely and exclusively responsible for all outstanding bills, invoices, debts and receivable accounts due until closing. Should transfer of the operations of the water plant not be permitted under the terms of this agreement due to regulatory agencies, the Seller shall become solely and exclusively responsible for these outstanding bills, invoices, debts and accounts receivable due no later than 7 days from written notification by Purchaser to Seller that the regulatory agencies will not permit this assumption and ownership and operation of the property of the purchaser.

6. Seller shall, at least 48 hours prior to transfer of ownership of said shares of stock of the Corporation to the Purchaser, transfer that real property upon the Morningside Utilities & Water Plant is located and described herein above in paragraph 3A by Warranty Deed to the

Corporation. The Seller shall deliver to the Purchaser at closing the Warranty Deed and any and all other necessary documents to effect such transfer of the exclusive rights, title and interest of ownership of the land to the Corporation. Said real property shall be transferred to the Corporation free and clear of all liens and encumbrances only subject to those real estate taxes due and owing for the year 1999 covenant, conditions and restrictions of record and easements of record other than that which is to be released under the terms of this agreement.

7. All rents, water taxes, charges taxes, assessments, monthly mortgage insurance premiums, fuel, prepaid service contracts, and interest on existing mortgage shall be prorated as of the date of recording of that Warranty Deed on the subject real property to be transferred under this agreement from the Seller to the Corporation.

8. The sale and purchase of the stock to the Corporation is contingent upon the Seller obtaining and having recorded on the Public Records of Osceola County Florida at least 48 hours prior to the date of transfer of said stock to the Purchaser a release of that certain recreation easement given to Wayne Schoolfield, Trustee and recorded in the Public Records of Osceola County, Florida at OR Book 893, Page 768 et sec which burdens the subject real property described herein above.

9. Seller warrants and acknowledges it is a material condition to the closing under this agreement that Seller shall satisfy two existing matters of indebtedness owned to the Corporation by the Seller totaling the sum of \$29,549.00 (Twenty nine thousand five hundred forty nine) dollars and that satisfaction of these matters of indebtedness shall be made and reflected on the financial records of the Corporation at least 48 hours prior to transfer of

ownership of the said stock to the Purchaser. Failure to do so by the Seller shall constitute material default under this agreement for which Purchaser may refuse to close under the terms of this agreement.

esv The Seller shall provide to the Corporation a title ~~commitment and owners title insurance~~ *SEARCH, Showing good title to the booe property* policy in value amount of \$150,000.00 (One hundred fifth thousand) dollars to be issued by title ~~insurance company duly licensed by the State of Florida to underwrite title insurance.~~ The Seller shall be solely and exclusively responsible for the payment of the cost of the ~~owners title insurance policy.~~ *SEARCH* Issuance of the title ~~commitment and owners title insurance policy~~ and survey as well as the Intangible Tax and revenue stamps on the Mortgage Deed and Promissory Note as well as the cost of the issuance of the title ~~commitment and owners title insurance policy~~ on the said property. The Seller shall deliver within 30 days after the date of acceptance of this contract, by the Seller and use by the certified survey, having all corner stakes and showing all improvements upon the property. The Buyer shall be solely responsible for only the recording fees, prepaid insurance, prepaid taxes, and prepaid interest respecting the transfer of the real property.

IN WITNESS WHEREOF, the said parties has signed and sealed these presents the day and year first above written.

Pamela J. Murphy
PAMELA W. MURPHY
Witness
Susan Keller-Dolan
Susan Keller-Dolan
Printed Name

Gary K. Turner
GARY K. TURNER
Purchaser: Gary K. Turner
Printed Name

Witness

Susan Keller-Dolan

Printed Name

Susan Keller-Dolan

Witness

Pamela J. Murphy

Printed Name

PAMELA J. Murphy

Witness

Printed Name

Seller: George DeVillers

George DeVillers

GEORGE DEVILLERS

Printed Name

That certain real property located in Osceola County, Florida and more specifically described as:

Track A, Morningside Village Unit 2 as per the official Plat thereof as filed and recorded in the Plat Book 4, Page 85 Public Records of Osceola County, Florida subject to easements and restrictions of record.

Exhibit "A"

NAME OF COMPANY: **MORNINGSIDE UTILITIES, INC.**

EXHIBIT 3

I WILL BE FINANCING THE PURCHASE THROUGH THE CURRENT OWNER (GEORGE DE VILLERS) PLEASE SEE PURCHASE AGREEMENT IN EXHIBIT 2.

GARY K. TURNER
PRESIDENT

NAME OF COMPANY: **MORNINGSIDE UTILITIES, INC.**

EXHIBIT 4

AFTER REASONABLE INVESTIGATION, THE SYSTEM MORNINGSIDE UTILITIES, INC.
APPEARS TO BE IN SATISFACTORY CONDITION AND IN COMPLIANCE WITH ALL
APPLICABLE STANDARDS SET BY DEP.

GARY K. TURNER
PRESIDENT

NAME OF COMPANY: **MORNINGSIDE UTILITIES, INC.**

EXHIBIT 5

SEE ATTACHED

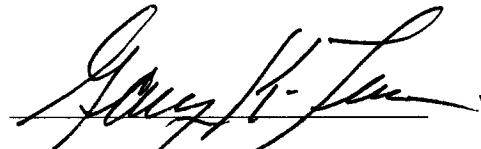
APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

AFFIDAVIT OF SERVICES OF NOTICE OF APPLICATION FOR MAJORITY ORGANIZATIONAL CONTROL

COUNTY OF OSCEOLA
STATE OF FLORIDA

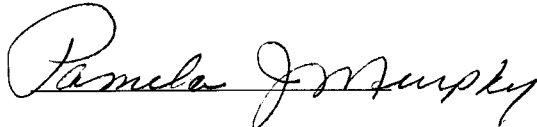
BEFORE ME, the undersigned authority, personally appeared, Gary K. Turner, who being duly sworn, deposes and says:

1. I am President of Morningside Utilities Inc.
2. I mailed by regular first class U. S. Mail, postage prepaid, a copy of the attached "Notice of Application for Transfer of Majority Organizational Control" to each of the parties listed on the attached list of Addressees at the Address listed therein on the 17th Day of February, 1999.
3. Further your Affiant sayeth naught.

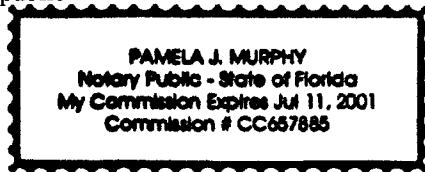


Gary K. Turner

Sworn to and subscribed before
me on February 2, 1999



Notary public



LIST OF WATER AND WASTEWATER UTILITIES IN OSCEOLA COUNTY

(VALID FOR 60 DAYS)
01/11/1999-03/11/1999

UTILITY NAME

MANAGER

OSCEOLA COUNTY

EAST CENTRAL FLORIDA SERVICES, INC. (WU643)
1700 13TH STREET, SUITE 2
ST. CLOUD, FL 34769-4300

JOHN L. KING
(407) 957-6651

FLORIDA WATER SERVICES CORPORATION (SU733)
P. O. BOX 609520
ORLANDO, FL 32860-9520

BRIAN P. ARMSTRONG
(407) 880-0058

FLORIDA WATER SERVICES CORPORATION (WU229)
P. O. BOX 609520
ORLANDO, FL 32860-9520

BRIAN P. ARMSTRONG
(407) 880-0058

MORNINGSIDE UTILITY INC. (WU795)
1106 MONROE AVENUE
ST. CLOUD, FL 34769-6713

GEORGE DE VILLERS
(407) 891-8383

O&S WATER COMPANY, INC. (WU538)
P. O. BOX 422364
KISSIMMEE, FL 34742-2364

RON CLARK
(407) 396-6025

POINCIANA UTILITIES INC. (WS194)
4837 SWIFT ROAD, SUITE 100
SARASOTA, FL 34231-5157

LARRY GOOD
(407) 933-5514

LIST OF WATER AND WASTEWATER UTILITIES IN OSCEOLA COUNTY

(VALID FOR 60 DAYS)
01/11/1999-03/11/1999

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, OSCEOLA COUNTY
COURTHOUSE
17 SOUTH VERNON AVENUE, ROOM 178
KISSIMMEE, FL 32741-3603

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

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

MAYOR, CITY OF KISSIMMEE
101 NORTH CHURCH STREET
KISSIMMEE, FL 34741-5054

MAYOR, CITY OF ST. CLOUD
1300 NINTH STREET
ST. CLOUD, FL 34769-3339

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

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

LIST OF WATER AND WASTEWATER UTILITIES IN OSCEOLA COUNTY

(VALID FOR 60 DAYS)
01/11/1999-03/11/1999

UTILITY NAME

MANAGER

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

(Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on February 17, 1999, pursuant to Section 367.071, Florida Statutes, of the Application for a transfer of majority control of Morningside Utilities, Inc. from George De Villers to Gary K. Turner providing service to the following described territory in Osceola, Florida.

SEE ATTACHED

Any objections to the said application must be made in writing and filed with the Director of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state grounds for the objection with particularity.

MORNINGSIDE UTILITIES, INC.
4144 OAKWOOD DRIVE
ST. CLOUD, FLORIDA 34772

TERRITORY DESCRIPTION

The following described lands located in portions of Section 3, Township 25 South, Range 30 East, Osceola County, Florida:

Beginning at the Northeast corner of Section 3, Township 25 South, Range 30 East, Osceola County, Florida, also being the Northeast corner of Lot 124, Morningside Village, Unit Four, as filed and recorded in Plat Book 5, Page 185 of the Public Records of Osceola County, Florida, run North $88^{\circ} 57' 45''$ West, along the North line of said Section 3, 1991.94 feet to the Northwest corner of Lot 163, Morningside Village, Unit Five, as filed and recorded in Plat Book 6, Page 1 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 04''$ West, along the West line of aforesaid Morningside Village, Unit Five, 655.51 feet to the Southwest corner of Lot 159 of aforesaid Morningside Village, Unit Five; run thence South $88^{\circ} 46' 09''$ East, along the South line of said Morningside Village, Unit Five, 662.73 feet to the Northwest corner of Lot 10, Morningside Village, Unit One, as filed and recorded in Plat Book 4, Page 84 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 29''$ West, along the West line of aforesaid Morningside Village, Unit One, 1337.02 feet to the Southwest corner of Lot 1 of aforesaid Morningside Village, Unit One; run thence along the South line of said Morningside Village, Unit One the following: South $89^{\circ} 01' 31''$ East, 175.00 feet; North $25^{\circ} 05' 45''$ East, 73.41 feet to a point on a 50.00 feet radius curve, concave Northwesterly; run thence Northeasterly along said 50.00 feet radius curve, through a central angle of $98^{\circ} 02' 52''$, an arc distance of 85.56 feet (Chord bearing North $41^{\circ} 57' 03''$ East, Chord = 75.50 feet) to the Southwest corner of Lot 19 of said Morningside Village, Unit One; run thence South $89^{\circ} 01' 31''$ East, along the South line of said Lot 19, 155.49 feet to the Southeast corner of said Morningside Village, Unit One, said point being a point on the West line of Morningside Village, Unit Two, as filed and recorded in Plat Book 4, Page 85 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 29''$ West, along said West line of Morningside Village, Unit Two, 37.00 feet to the Southwest corner of said Morningside Village, Unit Two; run thence South $89^{\circ} 01' 31''$ East, along the South line of said Morningside Village, Unit Two, 126.01 feet to a point on a 50.00 feet radius, concave Northwesterly; run thence Southeasterly along said 50.00

feet radius, through a central angle of $101^{\circ} 32' 13''$, an arc distance of 88.61 feet (Chord bearing South $38^{\circ} 15' 24''$ East) to a point on the West line of Lot 44 of said Morningside Village, Unit Two; run thence South $00^{\circ} 58' 29''$ West, 35.00 feet; continue thence along aforesaid South line of Morningside Village, Unit Two, the following: South $89^{\circ} 01' 31''$ East, 145.00 feet; South $00^{\circ} 58' 29''$ West, 100.00 feet South $89^{\circ} 01' 13''$ East, 290.00 feet to the Southwest corner of Lot 73, Morningside Village, Unit Three, as filed and recorded in Plat Book 5, Page 84 of the Public Records of Osceola County, Florida; run thence along the South line of said Morningside Village, Unit Three, the following: South $89^{\circ} 01' 31''$ West, 63.00 feet; South $00^{\circ} 58' 29''$ West, 133.00 feet; South $89^{\circ} 01' 31''$ East, 237.83 feet to the Southeast corner of said Morningside Village, Unit Three, said corner being on the East line of aforesaid Section 3; run thence North $01^{\circ} 11' 59''$ East, along said East line, 2234.32 feet to the Point of Beginning.

NAME OF COMPANY: **MORNINGSIDE UTILITIES, INC.**

EXHIBIT 6

SEE ATTACHED

EXHIBIT 6

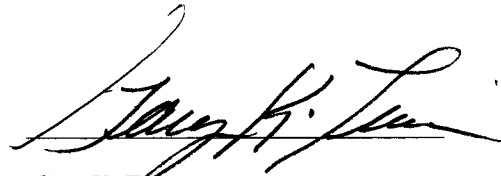
APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

AFFIDAVIT OF SERVICES OF NOTICE OF APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

COUNTY OF OSCEOLA
STATE OF FLORIDA

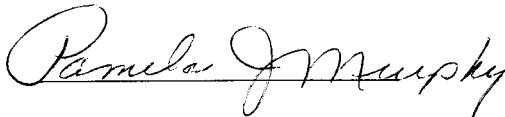
BEFORE ME, the undersigned authority, personally appeared, Gary K. Turner, who being duly sworn, deposes and says:

1. I am President of Morningside Utilities Inc.
2. I mailed by regular first class U. S. Mail, postage prepaid, a copy of the attached "Notice of Application for an extension of Service Area" to each of the customers on the Morningside Utility Service area on the 17th. Day of Febuary, 1999.
3. Further your Affiant sayeth naught.

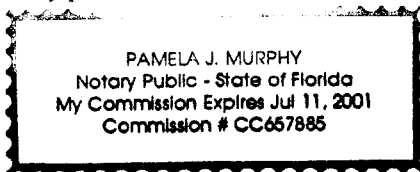


Gary K. Turner

Sworn to and subscribed before
me on February 25 1999



Notary public



APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

(Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on February 17, 1999, pursuant to Section 367.071, Florida Statutes, of the Application for a transfer of majority control of Morningside Utilities, Inc. from George De Villers to Gary K. Turner providing service to the following described territory in Osceola, Florida.

SEE ATTACHED

Any objections to the said application must be made in writing and filed with the Director of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state grounds for the objection with particularity.

MORNINGSIDE UTILITIES, INC.
4144 OAKWOOD DRIVE
ST. CLOUD, FLORIDA 34772

TERRITORY DESCRIPTION

The following described lands located in portions of Section 3, Township 25 South, Range 30 East, Osceola County, Florida:

Beginning at the Northeast corner of Section 3, Township 25 South, Range 30 East, Osceola County, Florida, also being the Northeast corner of Lot 124, Morningside Village, Unit Four, as filed and recorded in Plat Book 5, Page 185 of the Public Records of Osceola County, Florida, run North $88^{\circ} 57' 45''$ West, along the North line of said Section 3, 1991.94 feet to the Northwest corner of Lot 163, Morningside Village, Unit Five, as filed and recorded in Plat Book 6, Page 1 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 04''$ West, along the West line of aforesaid Morningside Village, Unit Five, 655.51 feet to the Southwest corner of Lot 159 of aforesaid Morningside Village, Unit Five; run thence South $88^{\circ} 46' 09''$ East, along the South line of said Morningside Village, Unit Five, 662.73 feet to the Northwest corner of Lot 10, Morningside Village, Unit One, as filed and recorded in Plat Book 4, Page 84 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 29''$ West, along the West line of aforesaid Morningside Village, Unit One, 1337.02 feet to the Southwest corner of Lot 1 of aforesaid Morningside Village, Unit One; run thence along the South line of said Morningside Village, Unit One the following: South $89^{\circ} 01' 31''$ East, 175.00 feet; North $25^{\circ} 05' 45''$ East, 73.41 feet to a point on a 50.00 feet radius curve, concave Northwesterly; run thence Northeasterly along said 50.00 feet radius curve, through a central angle of $98^{\circ} 02' 52''$, an arc distance of 85.56 feet (Chord bearing North $41^{\circ} 57' 03''$ East, Chord = 75.50 feet) to the Southwest corner of Lot 19 of said Morningside Village, Unit One; run thence South $89^{\circ} 01' 31''$ East, along the South line of said Lot 19, 155.49 feet to the Southeast corner of said Morningside Village, Unit One, said point being a point on the West line of Morningside Village, Unit Two, as filed and recorded in Plat Book 4, Page 85 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 29''$ West, along said West line of Morningside Village, Unit Two, 37.00 feet to the Southwest corner of said Morningside Village, Unit Two; run thence South $89^{\circ} 01' 31''$ East, along the South line of said Morningside Village, Unit Two, 126.01 feet to a point on a 50.00 feet radius, concave Northwesterly; run thence Southeasterly along said 50.00

feet radius, through a central angle of $101^{\circ} 32' 13''$, an arc distance of 88.61 feet (Chord bearing South $38^{\circ} 15' 24''$ East) to a point on the West line of Lot 44 of said Morningside Village, Unit Two; run thence South $00^{\circ} 58' 29''$ West, 35.00 feet; continue thence along aforesaid South line of Morningside Village, Unit Two, the following: South $89^{\circ} 01' 31''$ East, 145.00 feet; South $00^{\circ} 58' 29''$ West, 100.00 feet South $89^{\circ} 01' 13''$ East, 290.00 feet to the Southwest corner of Lot 73, Morningside Village, Unit Three, as filed and recorded in Plat Book 5, Page 84 of the Public Records of Osceola County, Florida; run thence along the South line of said Morningside Village, Unit Three, the following: South $89^{\circ} 01' 31''$ West, 63.00 feet; South $00^{\circ} 58' 29''$ West, 133.00 feet; South $89^{\circ} 01' 31''$ East, 237.83 feet to the Southeast corner of said Morningside Village, Unit Three, said corner being on the East line of aforesaid Section 3; run thence North $01^{\circ} 11' 59''$ East, along said East line, 2234.32 feet to the Point of Beginning.

NAME OF COMPANY: **MORNINGSIDE UTILITIES, INC.**

EXHIBIT 7

SEE ATTACHED

TRANSFER OF MAJORITY
ORGANIZATIONAL
CONTROL

(Section 367.071,
Florida Statutes)
LEGAL NOTICE

NOTICE IS HEREBY GIVEN
on February 17, 1999, pursuant
to Section 367.071, Florida
Statutes, of the Application for
a transfer of majority control of
Morningside Utilities Inc. from
George De Villiers to Gary K.
Turner providing service to the
following described territory in
Osceola County, Florida.

TERRITORY DESCRIPTION:
The following described
lands located in portions of
Section 3, Township 25 South,
Range 30 East, OSCEOLA
County, Florida:

BEGINNING at the North-
east corner of Section 3, Town-
ship 25 South, Range 30 East,
Osceola County, Florida, also
being the Northeast corner of
Lot 124, MORNINGSIDE
VILLAGE, Unit Four, as filed
and recorded in Plat Book 5,
Page 185, of the Public Records
of Osceola County, Florida; run
North 88° 57' 45" West, along
the North line of said Section 3,
1991.94 feet to the Northwest
corner of Lot 163, MORNING-
SIDE VILLAGE, Unit Five, as
filed and recorded in Plat Book
6, Page 1, of the Public Records
of Osceola County, Florida; run
thence South 00° 58' 04" West,
along the West line of afore-
said MORNINGSIDE VILLAGE,
Unit Five, 655.51 feet to the
Southwest corner of Lot 159 of
aforesaid MORNINGSIDE
VILLAGE, Unit Five; run thence
South 88° 46' 09" East, along
the South line of said MORNING-
SIDE VILLAGE, Unit Five,
662.73 feet to the Northwest
corner of Lot 10, MORNING-
SIDE VILLAGE, Unit One, as
filed and recorded in Plat Book
4, Page 84, of the Public
Records of Osceola County,
Florida; run thence South 00°
58' 29" West, along the West
line of aforesaid MORNING-
SIDE VILLAGE, Unit One,
1337.02 feet to the Southwest
corner of Lot 1 of aforesaid
MORNINGSIDE VILLAGE, Unit
One; run thence along the
South line of said MORNING-
SIDE VILLAGE, Unit One, the
following: South 89° 01' 31"
East, 175.00 feet; North 25° 05'
45" East, 73.41 feet to a point
on a 50.00 feet radius curve,
concave Northwest; run
thence Northeasterly along
said 50.00 feet radius curve,
through a Central Angle of 98°
02' 52", an arc distance of
85.56 feet (Chord bearing
North 41° 57' 03" East, Chord =
75.50 feet) to the Southwest
corner of Lot 19 of said
MORNINGSIDE VILLAGE, Unit
One; run thence South 89° 01'
31" East, along the South line
of said Lot 19, 155.49 feet to
the Southeast corner of said
MORNINGSIDE VILLAGE, Unit
One, said point being a point
on the West line of MORNING-
SIDE VILLAGE, Unit Two, as
filed and recorded in Plat Book
4, Page 85, of the Public
Records of Osceola County,
Florida; run thence South 00°
58' 29" West, along said West
line of MORNINGSIDE VILLAGE,
Unit Two, 37.00 feet to the
Southwest corner of said
MORNINGSIDE VILLAGE, Unit
Two; run thence South 89° 01'
31" East, along the South line
of said MORNINGSIDE VILLAGE,
Unit Two, 126.01 feet to a point
on a 50.00 feet radius, concave
Northwest; run thence
Southeasterly along said 50.00
feet radius, through a Central
Angle of 101° 32' 13", an arc
distance of 88.81 feet (Chord
bearing South 38° 18' 24" East)
to a point on the West line of
Lot 44 of said MORNINGSIDE
VILLAGE, Unit Two; run thence
South 00° 58' 29" West, 35.00
feet; continue thence along
aforesaid South line of MORNING-
SIDE VILLAGE, Unit Two, the
following: South 89° 01' 31"
East, 145.00 feet; South 00°
58' 29" West, 100.00 feet
South 89° 01' 13" East, 290.00
feet to the Southwest corner of
Lot 73, MORNINGSIDE VILLAGE,
Unit Three, as filed and recorded
in Plat Book 5, Page 84, of the
Public Records of Osceola
County, Florida; run thence
along the South line of said
MORNINGSIDE VILLAGE, Unit
Three, the following: South 89°
01' 31" West, 83.00 feet; South
00° 58' 29" West, 133.00 feet;
South 89° 01' 31" East, 237.83
feet to the Southeast corner of
said MORNINGSIDE VILLAGE,
Unit Three, said corner being
on the East line of aforesaid
Section 3; run thence North 01°
11' 59" East, along said East
line, 2254.32 feet to the Point
of Beginning.

Any objections to the said
application must be made in
writing and filed with the Director
of Records and Reporting,
Florida Public Service Commis-
sion, 2540 Shumard Oak
Boulevard, Tallahassee, Florida
32399-0850, within thirty (30)
days from the date of this
notice. At the same time, a
copy of said objection should
be mailed to the applicant
whose address is set forth
below. The objection must
state grounds for the objection
with particularity.
MORNINGSIDE UTILITIES Inc.
4144 Oak Wood Drive
St. Cloud, Florida 34772
February 20, 1999

F OF OF PUBLICATION

STATE OF FLORIDA,
COUNTY OF OSCEOLA

Before me, the undersigned authority, personally
appeared Dan L. Autrey, who on oath says that he is
General Manager of the Osceola News-Gazette, a
twice weekly newspaper published at Kissimmee, in
Osceola County, Florida; that the attached copy of the
advertisement was published weekly in the regular
and entire edition of said newspaper in the issues of:

February 20, 1999.

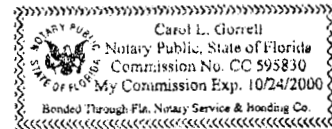
Affiant further says that the Osceola News-Gazette
is a newspaper published in Kissimmee, in said
Osceola County, Florida, and that the said newspaper
has heretofore been continuously published in said
Osceola County, Florida, each week and has been
entered as periodicals postage matter at the post
office in Kissimmee, in said Osceola County, Florida,
for a period of one year next preceding the first publi-
cation of the attached copy of advertisement; and affi-
ant further says that he 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.

Dan L. Autrey

Sworn to and subscribed before me by Dan L. Autrey,
who is personally known to me, this 20 day of

February 19 99.

Carol L. Gorrell
Carol L. Gorrell
(N.P. Seal)



NAME OF COMPANY: **MORNINGSIDE UTILITIES, INC.**

EXHIBIT 8

SEE ATTACHED

Return to:(enclose self-addressed stamped envelope)

Name: MORNINGSIDE UTILITIES, INC.
c/o GEORGE DEVILLERS
Address: 1106 MONROE AVE.
ST. CLOUD, FL 34769

This instrument Prepared by:
KATHLEEN M. FOUST
OSCEOLA PARALEGAL SERVICES, INC.
Address: 17 S. ORLANDO AVE.
KISSIMMEE, FL 34741

Property Appraisers Parcel ID
(Folio) Number(s):

Grantee(s) S.S.#(s): _____

LARRY WHALEY 2P
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

CL 99008823 OR 1570/2193
KEM Rec. Date 01/22/99 Time 14:24

DOC STAMPS: .70

SPACE ABOVE THIS LINE FOR RECORDING

WARRANTY DEED

(Statutory Form - Section 689.02, F.S.)

THIS INDENTURE, made this 2nd day of January, 1999, Between GEORGE DEVILLERS, a single man, of 1106 Monroe Ave., St. Cloud, FLORIDA, Grantor, and MORNINGSIDE Utilities, Inc., a Florida Corporation, whose address is c/o George Devillers 1106 Monroe Ave., St. Cloud, Florida, of the County of Osceola, State of Florida, Grantee,

WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), 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 said Grantee, Grantee's assigns and successors, forever, the following described land, situate, lying and being in Osceola County, Florida, to-wit:

TRACT A, MORNINGSIDE VILLAGE, UNIT TWO, AS PER OFFICIAL PLAT THEREOF AS FILED AND RECORDED IN PLAT BOOK 4, PAGE 85, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

GRANTOR HEREBY STATE that the above-described property is not his homestead under the laws and the constitution of the State of Florida.

Subject to easements, restrictions, reservations, and limitations of record, if any.

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.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Tyra B Jasmin
Witness's Signature

George Devillers
GEORGE DEVILLERS
1106 MONROE AVE.
ST. CLOUD, FL 34769

Tyra B Jasmin
Witness's Printed Name

Sharon A. Lapointe
Witness's Signature

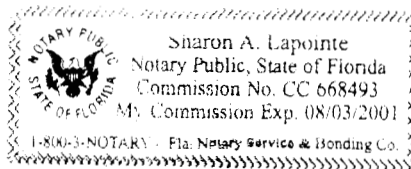
Sharon A. Lapointe
Witness's Printed Name

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 2nd day of January 1999, by GEORGE DEVILLERS, a single man, who is personally known to me or has produced the following as identification: Florida drivers lic and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of January, 1999.

Sharon A. Lapointe
Printed Name Sharon A. Lapointe
Notary Public, State of Florida
My Commission expires:



NAME OF COMPANY: **MORNINGSIDE UTILITIES, INC.**

EXHIBIT 9

SEE ATTACHED

WATER TARIFF

MORNINGSIDE UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

MORNINGSIDE UTILITIES, INC.
NAME OF COMPANY

4144 OAKWOOD DRIVE

ST. CLOUD,

FLORIDA 34772
(ADDRESS OF COMPANY)

407-892-4675 407-891-8461
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

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Index of	
Rates and Charges Schedules	13.0
Rules and Regulations	7.0 - 10.0
Service Availability Policy	24.0
Standard Forms	
Technical Terms and Abbreviations	5.0 - 5.1
Territory Authority	

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 595-W

COUNTY - OSCEOLA

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-97-1211-FOF-WU	10/07/97	970636-WU	Original Certificate

(Continued to Sheet No. 3.1)

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

Name of Company Morningside UTILITY, INC.

Water Tariff

(Continued From Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

ORDER NO. PSC-97-1211-FOF-WU

The following described lands located in portions of Section 3, Township 25 South, Range 30 East, Osceola County, Florida:

Beginning at the Northeast corner of Section 3, Township 25 South, Range 30 East, Osceola County, Florida, also being the Northeast corner of Lot 124, Morningside Village, Unit Four, as filed and recorded in Plat Book 5, Page 185 of the Public Records of Osceola County, Florida, run North $88^{\circ} 57' 45''$ West, along the North line of said Section 3, 1991.94 feet to the Northwest corner of Lot 163, Morningside Village, Unit Five, as filed and recorded in Plat Book 6, Page 1 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 04''$ West, along the West line of aforesaid Morningside Village, Unit Five, 655.51 feet to the Southwest corner of Lot 159 of aforesaid Morningside Village, Unit Five; run thence South $88^{\circ} 46' 09''$ East, along the South line of said Morningside Village, Unit Five, 662.73 feet to the Northwest corner of Lot 10, Morningside Village, Unit One, as filed and recorded in Plat Book 4, Page 84 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 29''$ West, along the West line of aforesaid Morningside Village, Unit One, 1337.02 feet to the Southwest corner of Lot 1 of aforesaid Morningside Village, Unit One; run thence along the South line of said Morningside Village, Unit One the following: South $89^{\circ} 01' 31''$ East, 175.00 feet; North $25^{\circ} 05' 45''$ East, 73.41 feet to a point on a 50.00 feet radius curve, concave Northwesterly; run thence Northeasterly along said 50.00 feet radius curve, through a central angle of $98^{\circ} 02' 52''$, an arc distance of 85.56 feet (Chord bearing North $41^{\circ} 57' 03''$ East, Chord = 75.50 feet) to the Southwest corner of Lot 19 of said Morningside Village, Unit One; run thence South $89^{\circ} 01' 31''$ East, along the South line of said Lot 19, 155.49 feet to the Southeast corner of said Morningside Village, Unit One, said point being a point on the West line of Morningside Village, Unit Two, as filed and recorded in Plat Book 4, Page 85 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 29''$ West, along said West line of Morningside Village, Unit Two, 37.00 feet to the Southwest corner of said Morningside Village, Unit Two; run thence South $89^{\circ} 01' 31''$ East, along the South line of said Morningside Village, Unit Two, 126.01 feet to a point on a 50.00 feet radius, concave Northwesterly; run thence Southeasterly along said 50.00

GARY K. TURNER
PRESIDENT

Name of Company Morningside UTILITY, INC.

Water Tariff

(Continued From Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

ORDER NO. PSC-97-1211-FOF-WU

feet radius, through a central angle of $101^{\circ} 32' 13''$, an arc distance of 88.61 feet (Chord bearing South $38^{\circ} 15' 24''$ East) to a point on the West line of Lot 44 of said Morningside Village, Unit Two; run thence South $00^{\circ} 58' 29''$ West, 35.00 feet; continue thence along aforesaid South line of Morningside Village, Unit Two, the following: South $89^{\circ} 01' 31''$ East, 145.00 feet; South $00^{\circ} 58' 29''$ West, 100.00 feet South $89^{\circ} 01' 13''$ East, 290.00 feet to the Southwest corner of Lot 73, Morningside Village, Unit Three, as filed and recorded in Plat Book 5, Page 84 of the Public Records of Osceola County, Florida; run thence along the South line of said Morningside Village, Unit Three, the following: South $89^{\circ} 01' 31''$ West, 63.00 feet; South $00^{\circ} 58' 29''$ West, 133.00 feet; South $89^{\circ} 01' 31''$ East, 237.83 feet to the Southeast corner of said Morningside Village, Unit Three, said corner being on the East line of aforesaid Section 3; run thence North $01^{\circ} 11' 59''$ East, along said East line, 2234.32 feet to the Point of Beginning.

GARY K. TURNER
PRESIDENT

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
OSCEOLA	Morningside Village		13

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

RATE - Base Facility Charge= \$12.00
All Customers have 5/8"X3/4" meters
Gallonge rate \$2.20 per 1000 gallons

MINIMUM CHARGE - \$12.00

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - February 17, 1999

TYPE OF FILING - Transfer Majority Organizational Control

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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 provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of _____ each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE - February 17, 1999

TYPE OF FILING - Transfer Majority Organizational Control

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE - February 17, 1999

TYPE OF FILING - Transfer Majority Organizational Control

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

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 requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may 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.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may 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.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE - February 17, 1999TYPE OF FILING - Transfer Majority Organizational Control

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	Actual Cost (1)
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	Actual Cost (1)
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹	Actual Cost (1)
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__ foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$ 65.00	
1"	\$	Actual Cost (1)
1 1/2"	\$	Actual Cost (1)
2"	\$	Actual Cost (1)
Over 2"	\$ ¹	Actual Cost (1)
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$ 650.00	
All others-per gallon	\$	

¹Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE - February 17, 1999

TYPE OF FILING - Transfer Majority Organizational Control

GARY K. TURNER
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT REQUIRED

GARY K. TURNER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

NO APPLICATION IS REQUIRED

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

APPLICATIONS ARE NOT REQUIRED

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

MORNINGSIDE UTILITIES, INC.

SERVICE ADDRESS				
SERVICE NUMBER				
BILLING DATE		4th		
SERVICE	CURRENT READING	PREVIOUS READING	CONSUMPTION	AMOUNT
WATER				
<i>Thank You!</i>				
PREVIOUS BALANCE				
METER READ				
PREVIOUS READ DATE	CURRENT READ DATE		AMOUNT DUE	
			DUE DATE	15th

PLEASE RETURN THIS STUB WITH PAYMENT

ADDRESS CORRECTION ON BACK

AMOUNT DUE	
DUE DATE:	15TH

SERVICE IS SUBJECT TO DISCONTINUANCE IF NOT RECEIVED TEN DAYS AFTER DUE DATE

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 17.0
Service Availability Policy	24.0

GARY K. TURNER
ISSUING OFFICER

PRISIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

Morningside Utilities will provide water service to residents within the Morningside Village MHP.

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

WATER TARIFF

MORNINGSIDE UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

MORNINGSIDE UTILITIES, INC.
NAME OF COMPANY

4144 OAKWOOD DRIVE

ST. CLOUD, _____

FLORIDA 34772
(ADDRESS OF COMPANY)

407-892-4675 407-891-8461
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

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Territory Authority	

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 595-W

COUNTY - OSCEOLA

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-97-1211-FOF-WU	10/07/97	970636-WU	Original Certificate

(Continued to Sheet No. 3.1)

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

Name of Company Morningside UTILITY, INC.

Water Tariff

(Continued From Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

ORDER NO. PSC-97-1211-FOF-WU

The following described lands located in portions of Section 3, Township 25 South, Range 30 East, Osceola County, Florida:

Beginning at the Northeast corner of Section 3, Township 25 South, Range 30 East, Osceola County, Florida, also being the Northeast corner of Lot 124, Morningside Village, Unit Four, as filed and recorded in Plat Book 5, Page 185 of the Public Records of Osceola County, Florida, run North $88^{\circ} 57' 45''$ West, along the North line of said Section 3, 1991.94 feet to the Northwest corner of Lot 163, Morningside Village, Unit Five, as filed and recorded in Plat Book 6, Page 1 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 04''$ West, along the West line of aforesaid Morningside Village, Unit Five, 655.51 feet to the Southwest corner of Lot 159 of aforesaid Morningside Village, Unit Five; run thence South $88^{\circ} 46' 09''$ East, along the South line of said Morningside Village, Unit Five, 662.73 feet to the Northwest corner of Lot 10, Morningside Village, Unit One, as filed and recorded in Plat Book 4, Page 84 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 29''$ West, along the West line of aforesaid Morningside Village, Unit One, 1337.02 feet to the Southwest corner of Lot 1 of aforesaid Morningside Village, Unit One; run thence along the South line of said Morningside Village, Unit One the following: South $89^{\circ} 01' 31''$ East, 175.00 feet; North $25^{\circ} 05' 45''$ East, 73.41 feet to a point on a 50.00 feet radius curve, concave Northwesterly; run thence Northeasterly along said 50.00 feet radius curve, through a central angle of $98^{\circ} 02' 52''$, an arc distance of 85.56 feet (Chord bearing North $41^{\circ} 57' 03''$ East, Chord = 75.50 feet) to the Southwest corner of Lot 19 of said Morningside Village, Unit One; run thence South $89^{\circ} 01' 31''$ East, along the South line of said Lot 19, 155.49 feet to the Southeast corner of said Morningside Village, Unit One, said point being a point on the West line of Morningside Village, Unit Two, as filed and recorded in Plat Book 4, Page 85 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 29''$ West, along said West line of Morningside Village, Unit Two, 37.00 feet to the Southwest corner of said Morningside Village, Unit Two; run thence South $89^{\circ} 01' 31''$ East, along the South line of said Morningside Village, Unit Two, 126.01 feet to a point on a 50.00 feet radius, concave Northwesterly; run thence Southeasterly along said 50.00

GARY K. TURNER
PRESIDENT

Name of Company Morningside UTILITY, INC.

Water Tariff

(Continued From Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

ORDER NO. PSC-97-1211-FOF-WU

feet radius, through a central angle of $101^{\circ} 32' 13''$, an arc distance of 88.61 feet (Chord bearing South $38^{\circ} 15' 24''$ East) to a point on the West line of Lot 44 of said Morningside Village, Unit Two; run thence South $00^{\circ} 58' 29''$ West, 35.00 feet; continue thence along aforesaid South line of Morningside Village, Unit Two, the following: South $89^{\circ} 01' 31''$ East, 145.00 feet; South $00^{\circ} 58' 29''$ West, 100.00 feet South $89^{\circ} 01' 13''$ East, 290.00 feet to the Southwest corner of Lot 73, Morningside Village, Unit Three, as filed and recorded in Plat Book 5, Page 84 of the Public Records of Osceola County, Florida; run thence along the South line of said Morningside Village, Unit Three, the following: South $89^{\circ} 01' 31''$ West, 63.00 feet; South $00^{\circ} 58' 29''$ West, 133.00 feet; South $89^{\circ} 01' 31''$ East, 237.83 feet to the Southeast corner of said Morningside Village, Unit Three, said corner being on the East line of aforesaid Section 3; run thence North $01^{\circ} 11' 59''$ East, along said East line, 2234.32 feet to the Point of Beginning.

GARY K. TURNER
PRESIDENT

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
OSCEOLA	Morningside Village		13

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF.

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

RATE - Base Facility Charge= \$12.00
All Customers have 5/8"X3/4" meters
Gallorage rate \$2.20 per 1000 gallons

MINIMUM CHARGE - \$12.00

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - February 17, 1999

TYPE OF FILING - Transfer Majority Organizational Control

GARY K. TURNER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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 provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of _____ each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE - February 17, 1999

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TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

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WATER TARIFF

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 requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may 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.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

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Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE - February 17, 1999TYPE OF FILING - Transfer Majority Organizational Control

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	Actual Cost (1)
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	Actual Cost (1)
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹	Actual Cost (1)
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__ foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$ 65.00	
1"	\$	Actual Cost (1)
1 1/2"	\$	Actual Cost (1)
2"	\$	Actual Cost (1)
Over 2"	\$ ¹	Actual Cost (1)
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$ 650.00	
All others-per gallon	\$	

¹Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE - February 17, 1999

TYPE OF FILING - Transfer Majority Organizational Control

GARY K. TURNER
 ISSUING OFFICER
 PRESIDENT
 TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

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GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT REQUIRED

GARY K. TURNER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

NO APPLICATION IS REQUIRED

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

APPLICATIONS ARE NOT REQUIRED

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

MORNINGSIDE UTILITIES, INC.

SERVICE ADDRESS				
SERVICE NUMBER				
BILLING DATE		4th		
SERVICE	CURRENT READING	PREVIOUS READING	CONSUMPTION	AMOUNT
WATER	<i>Thank You!</i>			
PREVIOUS BALANCE				
METER READ				
PREVIOUS READ DATE	CURRENT READ DATE		AMOUNT DUE	
			DUE DATE	15th

PLEASE RETURN THIS STUB WITH PAYMENT
ADDRESS CORRECTION ON BACK

AMOUNT DUE	
DUE DATE:	15TH

SERVICE IS SUBJECT TO DISCONTINUANCE IF NOT RECEIVED TEN DAYS AFTER DUE DATE

GARY K. TURNER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 17.0
Service Availability Policy	24.0

GARY K. TURNER
ISSUING OFFICER

PRIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

Morningside Utilities will provide water service to residents within the Morningside Village MHP.

GARY K. TURNER

ISSUING OFFICER

PRESIDENT

TITLE