

ADE & SCHILDBERG, P.A.

ATTORNEYS AT LAW

ONE INDEPENDENT DRIVE - SUITE 2000
JACKSONVILLE, FLORIDA 32202

(904) 358-8818
FACSIMILE (904) 354-5842

CK 0000532069
\$4,500.00
MC

JAMES L ADE
SCOTT G SCHILDBERG

April 16, 2001

FEDERAL EXPRESS

Ms. Blanca Bayo
Director, Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DEPOSIT
D058

DATE
APR 18 2001

010507-WS

RE: Joint Application for the Approval of the Transfer of Majority Organizational Control of Southlake Utilities, Inc.

Applicants: Southlake, Inc. and Robert L. Chapman, III
710 Avenida Cuarta, No. 204
Clermont, FL 34711

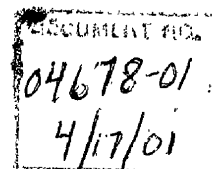
Southlake Utilities Holding, L.L.C.
3856 Oakton Street
Skokie, Illinois 60076-3456

Persons to Contact: James L. Ade/Scott G. Schildberg
Ade & Schildberg, P.A.
One Independent Drive, Suite 2000
Jacksonville, FL 32202

Dear Ms. Bayo:

Southlake, Inc., and Robert L. Chapman, III ("Transferors"), and Southlake Utilities Holding, L.L.C. ("Transferee"), hereby file their Joint Application for the Approval of the Transfer of Majority Organizational Control of Southlake Utilities, Inc., and enclose the following:

- a. An original Application;
- b. Twelve (12) copies of the Application;
- c. A check payable to the Florida Public Service Commission in the amount of \$4,500.00 for the filing fees (\$2,250.00 for water and \$2,250.00 for wastewater); and

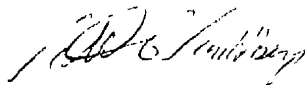


Ms. Blanca Bayo
April 16, 2001
Page 2

- d. A copy of the Florida Public Service Commission Certificate Nos. 533-W and 464-S. Southlake Utilities, Inc. was unable to locate the original certificates.

Please file the originals and distribute the copies in accordance with your usual procedures. If you have any questions or comments in connection with this matter, please do not hesitate to call me.

Sincerely yours,



Scott G. Schildberg

SGS/arh
Enclosures

cc: Mr. Robert L. Chapman, III
Mr. William J. Deas

ADE & SCHILDBERG, P.A.

ATTORNEYS AT LAW

ONE INDEPENDENT DRIVE - SUITE 2000
JACKSONVILLE, FLORIDA 32202

(904) 358-8818
FACSIMILE (904) 354-5842

JAMES L. ADE
SCOTT G. SCHILDBERG

010507-WS

April 16, 2001

FEDERAL EXPRESS

Ms. Blanca Bayo
Director, Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Check enclosed with filing and
forwarded to the office of deposit.
Please to forward a copy of check
to FARR with proof of deposit.

Signature of person who forwarded check

RE: Joint Application for the Approval of the Transfer of Majority Organizational Control of Southlake Utilities, Inc.

Applicants: Southlake, Inc. and Robert L. Chapman, III
710 Avenida Cuarta, No. 204
Clermont, FL 34711

Southlake Utilities Holding, L.L.C.
3856 Oakton Street
Skokie, Illinois 60076-3456

Persons to Contact: James L. Ade/Scott G. Schildberg
Ade & Schildberg, P.A.
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Jacksonville, FL 32202

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- b. Twelve (12) copies of the Application;
- c. A check payable to the Florida Public Service Commission in the amount of \$4,500.00 for the filing fees (\$2,250.00 for water and \$2,250.00 for wastewater); and

DOCUMENT NUMBER-DATE

04678 APR 17 2001

FPSC-RECORDS/REPORTING

Ms. Blanca Bayo
April 16, 2001
Page 2

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Please file the originals and distribute the copies in accordance with your usual procedures. If you have any questions or comments in connection with this matter, please do not hesitate to call me.

Sincerely yours,



Scott G. Schildberg

SGS/arh
Enclosures

cc: Mr. Robert L. Chapman, III
Mr. William J. Deas



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

533-W

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

Southlake Utilities, Inc.

Whose principal address is

800 U. S. Highway 27

Clermont, Florida 34711

(Lake)

to provide Water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

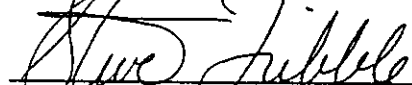
ORDER 23947 DATED 01/02/91 DOCKET 900738-WS

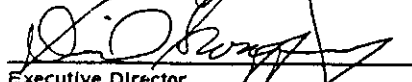
ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION


Director, Division of Records & Reporting


Executive Director



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

464-S

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

Southlake Utilities, Inc.

Whose principal address is

800 U. S. Highway 27

Clermont, Florida 34711 (Lake)

to provide Sewer service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

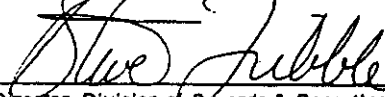
ORDER 23947 DATED 01/02/91 DOCKET 900738-WS


ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION


Director, Division of Records & Reporting


Executive Director

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Application for Transfer)
of Majority Organizational Control of)
Southlake Utilities, Inc.)

DOCKET NO. 010507-WS
DATE SUBMITTED
FOR FILING
April 16, 2001

APPLICANTS - TRANSFERORS

Southlake, Inc. and Robert L. Chapman, III
710 Avenida Cuarta
No. 204
Clermont, Florida 34711

APPLICANT - TRANSFEREE

Southlake Utilities Holding, L.L.C.
3856 Oakton Street
Skokie, Illinois 60076-3456

James L. Ade/Scott G. Schildberg
PERSONS TO CONTACT

Ade & Schildberg, P.A.
One Independent Drive, Suite 2000
Jacksonville, Florida 32202
(904) 358-8818

DOCUMENT NUMBER-DATE

04678 APR 17 2001

FPSC-RECORDS/REPORTING

**JOINT APPLICATION FOR THE APPROVAL OF THE TRANSFER
OF MAJORITY ORGANIZATION CONTROL OF
SOUTHLAKE UTILITIES, INC.**

Southlake, Inc., a Florida corporation, and Robert L. Chapman, III, (hereinafter sometimes referred to collectively as "Transferors"), and Southlake Utilities Holding, L.L.C., a Florida limited liability company, (hereinafter sometimes referred to as the "Transferee"), (hereinafter sometimes collectively referred to as "Applicants"), hereby jointly make application to the Florida Public Service Commission (hereinafter sometimes referred to as the "Commission") for the approval of the transfer of majority organizational control of Southlake Utilities, Inc. (hereinafter sometimes referred to as "Southlake" or "Utility"), from the two Transferors to the Transferee.

General Information

1. The full name and address of the Utility are as follows:

Southlake Utilities, Inc.
800 U.S. Highway 27
Clermont, FL 34711

The Utility is a Florida corporation. The Utility provides water and wastewater utility service in Lake County, Florida pursuant to Water Certificate No. 533-W and Wastewater Certificate No. 464-S.

2. The full names and addresses of the two Transferors are as follows:

Robert L. Chapman, III
710 Avenida Cuarta
No. 204
Clermont, Florida 34711

Southlake, Inc.
710 Avenida Cuarta
No. 204
Clermont, Florida 34711

3. The full name and address of the Transferee are as follows:

Southlake Utilities Investment, L.L.C.
3856 Oakton Street
Skokie, Illinois 60076-3456

The sole member of the Transferee is Cagan Crossing Development, Ltd. (hereinafter sometimes referred to as "Cagan Crossing Limited Partnership"), a Florida limited partnership, whose address is 3856 Oakton Street, Skokie, Illinois 60076-3456. The Transferee does not own any other water or wastewater utility companies.

4. The full name, address, and telephone number of the individuals to contact concerning this application are as follows:

James L. Ade/Scott G. Schildberg
Ade & Schildberg, P.A.
One Independent Drive, Suite 2000
Jacksonville, Florida 32202
(904) 358-8818

5. Southlake, Inc. currently owns sixty percent (60%) of the outstanding stock of Southlake. Robert L. Chapman, III, currently owns ten percent (10%) of the outstanding stock of Southlake. Jeffrey M. Cogan and Richard Driehaus each own fifteen percent (15%) of the outstanding stock of Southlake. Following the

transfer, Southlake Utilities Investment, L.L.C., will own seventy percent (70%) of the outstanding stock of the Utility, and Mr. Cagan and Mr. Driehaus will each continue to own fifteen percent (15%) of the outstanding stock of the Utility.

6. The Transferee will be acquiring the common stock of the Utility held by the Transferors for cash. Such funding will be contributed to the Transferee by the partners of the Cagan Crossings Limited Partnership.

7. The transfer is in the public interest. Some of the limited partners in Cagan Crossings Limited Partnership have experience in investing in private utility companies and the operations of such companies. The Transferee also has engaged the firm of Guastella & Associates, Inc., to serve as a consultant to the operation and management of the Utility. Guastella & Associates, Inc., is a well-respected firm that has provided management, operational, and other utility related services for municipal and investor owned utilities for many years. In addition to using the experience of the limited partners with experience in the utility field, the Transferee intends to use the services of Guastella & Associates, Inc., and other well-respected firms with experience in the utility field to enable the Transferee to operate and manage Southlake as a well-run utility company in compliance with governmental regulations. The Transferee also has engaged an accounting firm for the further organization and maintenance of the accounting records of the Utility. Exhibit A demonstrates that the

Transferee has the financial ability to own and operate the Utility.

8. Attached hereto as Exhibit A is a balance sheet statement for Cagan Crossing Limited Partnership, which is providing the funding for the transferee's ownership and operation of the majority organizational control and utility.

9. Transferee represents that, following the Commission's approval of its acquisition of the majority organization control of Southlake, it will fulfill the commitments, obligations, and representations of the Transferors with regard to utility matters.

10. A copy of a lease in favor of the Utility for ninety-nine (99) years for the treatment plant sites is attached as Exhibit B.

11. After reasonable investigation the Utility's system appears to be in satisfactory condition and in compliance with all applicable standards set by the Florida Department of Environmental Protection.

12. The Utility will continue to use the name "Southlake Utilities, Inc." following the transfer of majority organizational control. Applicants do not anticipate that any revised tariff sheets will be required in this docket resulting from the transfer of majority organizational control.

13. The Utility has reviewed its records, but has not been able to locate its original Certificate Nos. 533-W and 464-S. Copies of the two Certificates are attached as Exhibits C and D.

14. An application fee in the amount of \$4,500.00 (\$2,250.00 for the transfer of majority organizational control related to the

water certificates and \$2,250.00 for the transfer of majority organizational control related to the wastewater certificates), as required by Section 367.145, Florida Statutes (2000), and by Rule 25-30.020, Florida Administrative Code, is submitted with this Application.

15. An affidavit showing proof of compliance with Rule 25-30.030, Florida Administrative Code, will be late filed as Exhibit F.

16. Applicants have provided the information required by Section 367.071, Florida Statutes (2000), and Rule 25-30.037(3), Florida Administrative Code, in this Application and its Exhibits.

WHEREFORE, Applicants request that the Commission approve each of the requests made in this Application, and that the Commission approve the transfer of majority organizational control.

Robert L. Chapman, III
Robert L. Chapman, III

STATE OF NORTH CAROLINA)
COUNTY OF DURHAM)

The foregoing instrument was acknowledged before me this 27th
day of March, 2001, by Robert L. Chapman, III. He is
personally known to me and did not take an oath.

Cheryl Sweeney
NOTARY PUBLIC, State of North
Carolina
Printed CHERYL SWEENEY

My Commission Expires: 6-28-2005

Southlake, Inc.

By Robert L. Chapman, III
Robert L. Chapman, President

STATE OF NORTH CAROLINA)
COUNTY OF DURHAM)

The foregoing instrument was acknowledged before me this 27th
day of March, 2001, by Robert L. Chapman, III, as
President of Southlake, Inc., on behalf of the corporation. He is
personally known to me and did not take an oath.

Cheryl Sweeney
NOTARY PUBLIC, State of North
Carolina
Printed CHERYL SWEENEY

My Commission Expires: 6-28-2005

Southlake Utilities Holding, L.L.C.

By: Cagan Crossing Development, Ltd.,
a Florida Limited Partnership

By: Cagan Crossings Holding, Inc.,
a Florida corporation

By: Jeffrey Cagan, as its
President

I, Jeffrey Cagan, in my capacity as President of Cagan Crossings Holding, Inc., in its capacity as General Partner for Cagan Crossing Development, Ltd., in its capacity as a member of the Southlake Utilities Holding, L.L.C., do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact constitute a complete statement of the matter to which it relates.

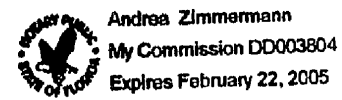
Jeffrey Cagan

STATE OF ~~ILLINOIS~~ FLORIDA
COUNTY OF ~~COOK~~ LAKE

The foregoing instrument was acknowledged before me this 27th day of March, 2001, by Jeffrey Cagan, in his capacity as President of Cagan Crossings Holding, Inc., in its capacity as General Partner for Cagan Crossing Development, Ltd., in its capacity as a member of the Southlake Utilities Holding, L.L.C. He is personally known to me and did not take an oath.

Andrea Zimmermann
NOTARY PUBLIC, State of Florida
Printed ANDREA Zimmermann

My Commission Expires: 2/22/05



CAGAN CROSSING DEVELOPMENT, Ltd.
BALANCE SHEET
01/31/2001

ASSETS

Cash	1,250,000
Land	39,000,000
Buildings	18,500,000

TOTAL ASSETS 58,750,000

LIABILITIES & CAPITAL

Mortgages	30,333,702
Partners Capital Accounts	28,416,298

TOTAL LIABILITIES & CAPITAL 58,750,000

84 52139

State of Florida
County of Lake

REC-2100
TF 3.00

BOOK 1316 PAGE 0350

LEASE FOR NINETY-NINE YEARS

This Lease, Made and executed in duplicate this the 17th day of August, 1993, by and between Robert L. Chapman Jr. (II) & wife Elisabeth T. Chapman of the County of Lake, State of Florida, hereinafter called the Lessor, which term shall include their heirs and assigns, of the one part, and Southlake Utilities Inc. of the County of Lake, State of Florida, hereinafter called the Lessee.

Witnesseth, That the said Lessor, in consideration of the rent hereinafter expressed to be paid, do lease unto the said Lessee Southlake Utilities Inc. all that ground and premises situate, lying and being in Lake County, State of Florida, and described as follows:

See Exhibit A attached hereto.

Together with the improvements thereon and all the rights, alleys, ways, waters, easements, emoluments, privileges and advantages thereunto belonging or in anywise appertaining.

To Have and to Hold the same unto the use of the said Lessee for the term of Ninety-nine (99) years, beginning on the seventeenth day of August, 1993, the said Lessee yielding and paying unto the said Lessor the rent at the rate of Forty Seven Thousand Four Hundred Dollars \$ 47,400.00 a year until the seventeenth day of August, 1995, and thereafter Forty Seven Thousand Four Hundred Dollars (\$47,400.00) a year during the term of this lease, plus an annual adjustment for inflation (if any) using *The Gross domestic Product Deflator* (or successor index thereof) plus payment of all assessments and real estate taxes, said rent or yearly sums to be paid in equal monthly installments in advance, on the seventeenth day of each month: said rents or yearly yields to be over and above all taxes and assessments of every kind legally levied or assessed against said demised premises, provided that if the said rent shall be in arrears in whole or in part, at any time, then it shall be lawful for the Lessor to make distress therefor, or to collect the same by other judicial process; provided further, that in the event it shall become necessary to collect said rent by suit or by

Page 1

Prepared by Robert L. Chapman, III
100 US Hwy. 171, Clermont, FL 34711

an attorney after maturity, then in such event the Lessee obligates and binds its heirs and assigns to pay reasonable attorney's fees for the collection thereof; provided also, that if said rent shall be in arrears in whole or in part for 60 days, then it shall be lawful for the said Lessor at their option, to re-enter upon the hereby demised premises and hold the same until all the arrearages of rent thereon and all expenses incurred by reason of such nonpayment be paid; and provided further that if said rent shall be in arrears for 90 days then the said Lessor may at their option re-enter upon the premises hereby demised, with or without judicial proceedings, and hold the same in the same manner as if this lease had never been made, and in the event of such default, the Lessee waive the giving of any notice of Lessor intention to cancel and annul this lease, and re-take possession of the above described premises.

And the said Lessee further covenant with the said Lessor to pay the aforesaid rent and all taxes and assessments of whatsoever character which may accrue or be assessed against the above described property, and which may constitute or create a lien or incumbrance upon the above described property subsequent to the year 1993, when legally demandable and before any penalty shall accrue by reason of non-payment, and before said property shall be advertised for sale or any proceedings instituted thereon to enforce collection.

The Lessee herein furthermore obligate and bind at its own expense to keep all improvements now or that may hereafter be placed upon the above described property in good and substantial repair, to make no unlawful or improper use of said premises; and to pay all bills for water, electricity, gas or telephone service used on or in connection with said property.

The Lessee shall have full power and right to remove, tear down, destroy or replace any of the buildings on the premises herein described, or to materially alter or change the same.

This lease shall not be assigned without the consent of the Lessor, but any portion of the above described property may be sublet, no assignment or subletting shall release the Lessee herein from the obligations herein and hereby assured, unless the Lessor consent to said assignment and agree in writing to said release. The Lessee shall protect the Lessor from any claims for damages which may arise by reason of any negligent act or deed of the Lessee or by any negligent act or deed of any agent, servant, or employee or subtenant of said Lessee.

If the Lessee shall fail to comply with any of the terms and conditions of this lease (excepting those for which other default provisions are herein made), for a period of 90 days after the attention of the Lessee has been called in writing to such breach, then in such event, upon the expiration of said 90 days, the said Lessor, may at their option re-enter upon the premises hereby demised, with or without judicial proceedings and hold the same in the same manner as if this lease had never been made, and in the event of such default, the Lessee waives the giving of any notice of Lessor intention to cancel and annul this lease, and retake possession of the above described premises.

And the said Lessor covenant with the said Lessee that on the payment by the said Lessee of the said rent, and the performance of all covenants herein on its part to be performed, the said Lessor will warrant the property herein leased against all claims thereon superior to the lien of these presents (excepting those herein and hereby assumed), and will, during the life of this lease, protect and defend the possession of the Lessee against any and all persons whomsoever.

It is hereby agreed and understood that legal tender of any amount of payment of rent or other obligation at such time as is hereinbefore stipulated for payment, to the First Union National Bank of Clermont, Florida, its successors or assigns, for the account of the said Lessor, and without expense to Lessor or to such other bank in the said City of Clermont as the said Lessor shall designate by at least 30 days written notice to the said Lessee shall be deemed payment within the meaning of these presents.

Should the Lessor deem it necessary to serve any notice on the Lessee, such notice may be served personally upon the Lessee if Robert L. Chapman, III be found in the City of Clermont, Florida at the time service is required, but in the event Robert L. Chapman, III absent from the city or cannot be found, after a reasonable search or inquiry, the mailing of a notice by registered mail addressed to the Lessee at his last known address, and the leaving of a copy thereof at the office of Southlake Utilities, Inc. of Clermont, Florida, shall be sufficient service of said notice.

Upon the expiration of this lease all buildings, fixtures and permanent improvements placed upon the above described property shall become the

property of the Lessor and thereupon the Lessor shall be entitled to the immediate possession of same.

In Testimony Whereof, the parties hereto have set their hands and seals the day and year first above written.

LESSOR

Robert L. Chapman II
Robert L. Chapman, II

Elisabeth T. Chapman (Seal)
Elisabeth T. Chapman

LESSEE

Southlake Utilities, Inc.
By: Robert Chapman III (Seal)
President

Signed, sealed and delivered in the presence of:

Padre Cagan
Andree K. Gacko

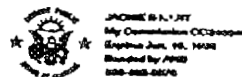
State of Florida
County of Lake

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Robert L. Chapman (II) Jr., Elisabeth T. Chapman and Robert L. Chapman, III to me well know and known to me to be the individual described in and who executed the foregoing lease and Robert L. Chapman (II) Jr., Elisabeth T. Chapman and Robert L. Chapman, III acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Clermont County of Lake and State of Florida, this 4th day of February, 1994

Jackie D. Hart
Notary: Commission Expires: Jan. 10, 1998

This form submitted by the H. and W. B. Drew Company, Jacksonville



Waste Water Treatment Plant Parcel:

The Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 26 East, in Lake County, Florida, containing 10 acres more or less.

Water Treatment Plant Parcel:

That part of the North 1/2 of the Northeast 1/4 of Section 35, Township 24 South, Range 25 East, in Lake County, Florida, bounded and described as follows: from the Northeast corner of said Section 35, continue along the northerly boundary of said Section 35, S.89°42'18"W., 1430.092 feet to the point of beginning; thence continue S.89°42'18"W., 191.307 feet; thence S.20°35'59"E., 165.00 feet; thence N89°48'01"E., 7.47 feet; thence S.20°35'59"E., 141.56 feet; thence S.89°48'01"W., 200.00 feet to the easterly right-of-way of U.S. Highway 27; thence continue along said easterly right-of-way of said highway, S.20°35'59"E., 55.84 feet; thence S.25°10'17"E., 75.00 feet; thence N.89°48'01"E., 91.433 feet; thence N.01°11'59"W., 120.301 feet; thence N.00°13'42"W., 287.110 feet, more or less, to the point of beginning. Containing: 59,999 square feet, 1.38 acres more or less.

Water Tank Parcel

Begin at the northwest corner of the Northeast 1/4 of Section 35, Township 24 South, Range 26 East, Lake County, Florida: Thence run S. 00°00'07"E., along the westerly boundary of said Northeast 1/4, a distance of 100.00 feet; thence departing said westerly boundary, run S.90°00'00"W., 506.87 feet; thence N.00°00'00"W., 97.04 feet to the northerly boundary of the aforesaid Section 35; thence N.89°39'53"E., along said northerly boundary, a distance of 506.88 feet to the point of beginning. Containing 49,936 square feet, 1.15 acres more or less.

RLC II

Dyc

R. Southlake Utilities, Inc
P.O. Box 6209
Tallahassee, FL 32314-6209

REC 1700
TF 250

97 19048

(The above space reserved for recording information) O.R. BOOK 1504 PAGE 2321

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE is made and executed as of this 21st day of March, 1997, by and between ROBERT L. CHAPMAN, JR. (II) and ELISABETH T. CHAPMAN, his wife (collectively, the "Lessor"), and SOUTHLAKE UTILITIES, INC., a Florida corporation (the "Lessee").

WHEREAS, Lessor and Lessee have previously entered into that Lease For Ninety-Nine Years dated August 17, 1993, and recorded in O.R. Book 1316, page 0350, public records of Lake County, Florida (the "Lease"); and

WHEREAS, Lessor and Lessee wish to amend the Lease for the sole purpose of confirming that construction liens pursuant to Chapter 713, Florida Statutes, or any similar lien shall not extend to the fee interest of the Lessor in the property which is the subject of the Lease, and shall not be subject to liens for improvements made by the Lessee related to said property.

NOW, THEREFORE, for valuable consideration, and the mutual covenants set forth below, the parties agree as follows:

1. The parties agree that the interest of the Lessor in the premises and real property described in the Lease shall not be subject to liens for improvements made by the Lessee or its agents, and that the Lessee shall notify any contractor making any such improvements of the provision in this Lease, as amended. On any Notice of Commencement recorded in connection with the construction of any such improvements, Lessee shall note thereon that Lessee's interest in the property is a leasehold interest only, governed by the terms of this Lease, as amended.

2. All other terms and conditions of the Lease shall in full force and effect.

Signed in the presence of:

ROBERT L. CHAPMAN, JR. (II)

ELISABETH T. CHAPMAN

Two Witnesses

RECORDED
RECORD VERIFIED
LAKF COUNTY, FL
MAR 25 2 55 PM '97
CLERK CHRISTOPHER

THIS INSTRUMENT PREPARED BY KERRY M. WILSON OF
PETERSON & MYERS, P.A.
P. O. Drawer 7508 Winter Haven, Florida 33883-7508

H:\19048\PLX\COVSEALX.AMD

1

MAR 21 '97 03:57PM

P.2/5

BOOK 1504 PAGE 2322

(The above space reserved for recording information)

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE is made and executed as of this 21st day of March, 1997, by and between ROBERT T. CHAPMAN, JR. (II) and ELIZABETH T. CHAPMAN, his wife (collectively, the "Lessor"), and SOUTHLAKE UTILITIES, INC., a Florida corporation (the "Lessee").

WHEREAS, Lessor and Lessee have previously entered into that Lease For Ninety-Nine Years dated August 17, 1993, and recorded in O.R. Book 1316, page 03507, public records of Duval County, Florida (the "Lease"); and

WHEREAS, Lessor and Lessee wish to amend the Lease for the sole purpose of confirming that construction liens pursuant to Chapter 713, Florida Statutes, or any similar lien shall not extend to the fee interest of the Lessor in the property which is the subject of the Lease, and shall not be subject to liens for improvements made by the Lessee related to said property.

NOW, THEREFORE, for valuable consideration, and the mutual covenants set forth below, the parties agree as follows:

1. The parties agree that the interest of the Lessor in the premises and real property described in the Lease shall not be subject to liens for improvements made by the Lessee, and that the Lessee shall notify any contractor making such improvements of the provision in this Lease, as amended. On any Notice of Commencement recorded in connection with the construction of any such improvements, Lessee shall note thereon that Lessee's interest in the property is a leasehold interest only, governed by the terms of this Lease, as amended.

2. All other terms and conditions of the Lease shall remain in full force and effect.

Signed in the presence of:

Handwritten signatures of two witnesses: Audrey Zimmerman and Joseph R. Robert. Below the signatures is the printed text "Two Witnesses".

Handwritten signatures of the lessors: Robert T. Chapman Jr. II and Elizabeth T. Chapman. Below the signatures is the printed text "ROBERT T. CHAPMAN, JR. (II)" and "ELIZABETH T. CHAPMAN".

MAR 21 '97 03:57PM

P.3/5

BOOK 1504 PAGE 2323

SOUTHLAKE UTILITIES, INC.

Two Witnesses

By: Robert T. Chapman, III
President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 21 day of March, 1997, by ROBERT T. CHAPMAN, III (II), and ELIZABETH T. CHAPMAN, his wife, who are personal known to me or produced to me as identification.

(SEAL)

[Signature]
NOTARY PUBLIC/STATE OF FLORIDA

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 21 day of March, 1997, by Robert T. Chapman, III, as President of SOUTHLAKE UTILITIES, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or produced to me as identification.

(SEAL)

[Signature]
NOTARY PUBLIC

U.S. Book 1504 Page 2324

[Handwritten signature]
[Handwritten signature]
Two witnesses

SOUTHLAKE UTILITIES, INC.

By *[Handwritten signature]*
ROBERT L. CHAPMAN, III,
President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 21 day of March, 1997, by ROBERT L. CHAPMAN, III, and ELIZABETH T. CHAPMAN, his wife, whose personal identity to me or produced identification.

(SEAL)

NOTARY PUBLIC/STATE OF FLORIDA

STATE OF South Carolina
COUNTY OF Essex

The foregoing instrument was acknowledged before me this 21 day of March, 1997, by Robert L. Chapman, III, as President of SOUTHLAKE UTILITIES, INC., a Florida corporation, on behalf of said corporation, hereafter personally known to me or produced Florida identification.



[Handwritten signature]
NOTARY PUBLIC
Commission Expires
July 1, 2002

H:\WORK\PLX\SOOTH.LAK.AMO

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS: That ROBERT L. CHAPMAN, JR. (II) and wife, ELISABETH T. CHAPMAN ("Assignors), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to them in hand paid by SOUTHLAKE DEVELOPMENT, LTD., a Florida limited partnership ("Assignee"), the receipt whereof is hereby acknowledged, have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over unto Assignee, all of Assignors' interest in that certain Lease For Ninety-Nine Years as recorded among the current public records of Lake County, Florida in Official Records Book 1316, Page 350, as subsequently amended by that certain First Amendment Of lease recorded in Official Records 1504, Page 2321 (the "Lease"), between Assignors, as Lessor, and Southlake Utilities, Inc., a Florida corporation, as Lessee, and pertaining to certain property located in Lake County, Florida, which is more particularly described in the Lease, including all rent for the month of June, 1997.

By is acceptance hereof, Assignee hereby agrees to assume all of the obligations of Lessor under the Lease as of June 2, 1997, and further agrees to perform them properly all as provided for in the Lease.

TO HAVE AND TO HOLD the same unto Assignee, its successors, legal representatives, and assigns forever.

WITNESS the hands and seals of Assignors, this 2nd day of June, 1997.

*This Document Prepared
By William J Deas, Esq.
2215 River Blvd
Jorhville, FL. 32701* (R)

RECORD VERIFIED
LAKE COUNTY, FL
JUN 2 2 32 PM '97
CLERK: COURT

Signed, sealed and delivered
in the presence of:

[Handwritten Signature]

Signature of Witness

R.L. Chapman II

ROBERT L. CHAPMAN, JR. (II)

KELLY M. WILSON

Typed or Printed Name of Witness

[Handwritten Signature]

Signature of Witness

William J. Deas

Typed or Printed Name of Witness

[Handwritten Signature]

Signature of Witness

Elisabeth T. Chapman

ELISABETH T. CHAPMAN

KELLY M. WILSON

Typed or Printed Name of Witness

[Handwritten Signature]

Signature of Witness

William J. Deas

Typed or Printed Name of Witness

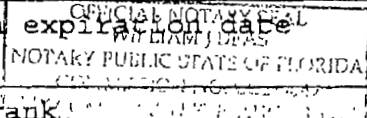
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 2nd day of June, 1997, by ROBERT L. CHAPMAN, II, a/k/a R.L. CHAPMAN, JR., a/k/a ROBERT LEE CHAPMAN, JR., a/k/a ROBERT L. CHAPMAN, JR., who is personally known to me (or who has produced _____ as identification).



Signature of person taking acknowledgment

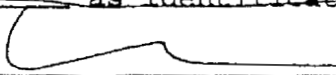
Name of acknowledger typed, printed or stamped

Commission expiration date

Title or rank

Serial number, if any

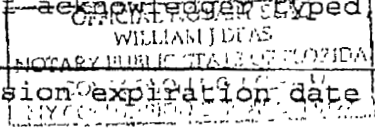
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 2nd day of June, 1997, by ELISABETH CHAPMAN, a/k/a ELISABETH T. CHAPMAN, who is personally known to me (or who has produced _____ as identification).



Signature of person taking acknowledgment

Name of ~~acknowledger~~ typed printed or stamped

Commission expiration date


Title or rank

Serial number, if any

SOU/2000-154/bos/dgf
5/28/97

REC 21.00
TF 3.00

SECOND AMENDMENT TO LEASE

THIS Second Amendment To Lease (hereinafter sometimes referred to as the "Second Amendment"), made and entered into this 27th day of June, 1997, by and between SOUTHLAKE DEVELOPMENT, LTD., a Florida limited partnership (hereinafter sometimes referred to as "Lessor"); and SOUTHLAKE UTILITIES, INC., a Florida corporation (hereinafter sometimes referred to as "Lessee"),

W I T N E S S E T H:

WHEREAS, the parties hereto presently are also respectively the Lessor and Lessee under that certain Lease For Ninety-Nine Years as recorded among the current public records of Lake County, Florida in Official Records Book 1316, Page 350, as amended by that certain First Amendment Of Lease recorded in Official Records Book 1504, Page 2321, and as then assigned by that certain Assignment Of Lease as recorded in Official Records Book 1521, Page 1081 (hereinafter sometimes collectively referred to in the singular as the "Lease" and

RECORDED
18 JUN 1997
10 10 AM

WHEREAS, the parties hereto wish to amend and modify the Lease so as to correct two errors in the attached legal description by virtue of this Second Amendment; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, conditions, and warranties of the parties to the Lease and this Second Amendment, it is hereby covenanted and agreed by and between the parties as follows:

1. The Lease is hereby amended and modified as of the effective date hereof as follows:

- (a) To correct the Legal Description for the Water Treatment Plant Parcel which is identified as such on Exhibit "A" attached thereto as follows:

Prepared by:

William J. Deas, Esquire
William J. Deas, P.A.
2215 River Boulevard
Jacksonville, Florida 32204

Return to:

William J. Deas, Esquire
William J. Deas, P.A.
2215 River Boulevard
Jacksonville, Florida 32204

(i) To add in the ninth line of such Legal Description after the call which ends "...S.20°35'59"E. 55.84 feet..." the following new call "...thence N.89°49'01"E., 135 feet"

(ii) To correct the bearing at the beginning of the eleventh line of such Legal Description from the incorrect bearing of "N.01°11'59"W." to the correct bearing of "N.00°11'59"W."

2. Except as are herein amended or modified, all of the terms, conditions, covenants, agreements, representations, and warranties of the Lease are and shall remain in full force and effect.

3. The parties hereto, by their respective executions hereof, hereby represent and warrant to the other party hereto, that, to the best of their respective information and belief, the Lease is not in default as of the date hereof.

4. It is specifically understood and agreed that no person, firm, or other legal entity shall be a third party beneficiary hereunder, and that none of the provisions of this Second Amendment shall be for the benefit of, or be enforceable by, anyone other than the parties hereto, and that only the parties hereto and their permitted assignees shall have any rights hereunder.

5. This Second Amendment shall not become effective or binding until it has been executed by all parties hereto, and shall be dated for purposes hereof as of the date of execution of Lessor.

6. This Second Amendment shall be construed under the laws of the State Of Florida, regardless of its place of execution or delivery.

7. This Second Amendment shall not be construed more strongly against either party hereto, regardless of who was more responsible for its preparation.

8. This Second Amendment shall not be amended or modified, except in the same fashion and with the same requirements as an amendment to the Lease.

9. This Second Amendment shall be binding only upon and shall inure only to the benefit of the parties hereto and their legal representatives, successors, and assigns, as applicable. Any party hereto may be released from any obligation or agreement hereunder only by a written agreement of the other party specifically providing for such release.

10. This Second Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original instrument, but such counterparts shall together constitute one and the same instrument.

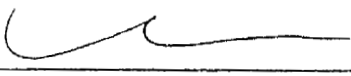
11. Whenever used herein, the terms "Lessor", and "Lessee" shall include masculine, feminine, neuter, singular and/or plural, as the context so admits or requires.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment, the day and year first above written.

Signed and sealed in the presence of:

SOUTHLAKE DEVELOPMENT, LTD., a Florida limited partnership

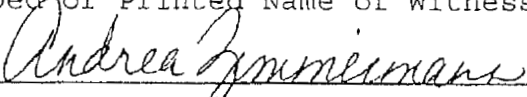
By: SOUTHLAKE HOLDING, INC., a Florida corporation, as its sole General Partner



Signature of Witness

William J Deas


Typed or Printed Name of Witness



Signature of Witness

Andrea Zimmermann

Typed or Printed Name of Witness

By: 

Jeffrey Cagan, as its President

(Corporate Seal)

SOUTHLAKE UTILITIES, INC., a Florida corporation

[Signature]
Signature of Witness

William J Deas
Typed or Printed Name of Witness

Andrea Zimmermann
Signature of Witness

ANDREA ZIMMERMANN
Typed or Printed Name of Witness

By: [Signature]
Jeffrey Cagan, as its Vice President

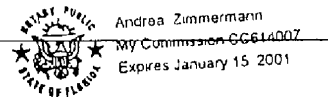
(Corporate Seal)

STATE OF ~~ILLINOIS~~ FLORIDA
COUNTY OF ~~COOK~~ LAKE

The foregoing instrument was acknowledged before me this 27th day of June, 1997, by Jeffrey Cagan, as President of SOUTHLAKE HOLDING, INC., a Florida corporation, as the sole General Partner of SOUTHLAKE DEVELOPMENT, LTD., a Florida limited partnership, on behalf of the Corporation and of the Partnership, who is personally known to me (or who has produced _____ as identification).

Andrea Zimmermann
Signature of person taking acknowledgment

Andrea Zimmermann
Name typed, printed or stamped



January 15, 2001
Commission expiration date

N/A
Title or rank

N/A
Serial number, if any

STATE OF ~~ILLINOIS~~ FLORIDA
COUNTY OF ~~COOK~~ LAKE

The foregoing instrument was acknowledged before me this 27th
day of June, 1997, by Jeffrey Cagan, as Vice President of SOUTHLAKE
UTILITIES, INC., a Florida corporation, on behalf of the
Corporation, who is personally known to me (or who has produced
_____ as identification).

Andrea Zimmermann
Signature of person taking acknowledgment

ANDREA ZIMMERMANN
Name typed, printed or stamped



Andrea Zimmermann
My Commission CC614007
Expires January 15 2001

January 15, 2001
Commission expiration date

N/A
Title or rank

N/A
Serial number, if any

S:\SOU\2000-154\AAG/dgf
6/9/97

Doc# 99004783
Page: 1587 - 375
Filed & Recorded
01/20/99 03:19:23 PM
JAMES C. WATKINS
CLERK OF CIRCUIT COURT
LAKE COUNTY
RECORDING \$ 37.00
TRUST FUND \$ 5.00

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (hereinafter sometimes referred to as the "Third Amendment"), made and entered into this 15 day of December, 1998, by and between SOUTHLAKE DEVELOPMENT, LTD., a Florida limited partnership (hereinafter sometimes referred to as "Lessor"); and SOUTHLAKE UTILITIES, INC., a Florida corporation (hereinafter sometimes referred to as "Lessee"),

W I T N E S S E T H:

WHEREAS, the parties hereto ^{Book 1580, Page 367} presently are also the Lessor and Lessee, respectively, under that certain Lease For Ninety-Nine Years as recorded in Official Records Book 1316, Page 350 [NOTE: All recording references herein are to the current public records of Lake County, Florida], as first amended by that certain First Amendment Of Lease recorded in Official Records 1504, Page 2321, as then assigned by that certain Assignment Of Lease as recorded in Official Records Book 1521, Page 1081, and as subsequently amended by that certain Second Amendment To Lease recorded in Official Records Book 1529, Page 1183 (hereinafter sometimes collectively referred to in the singular as the "Lease"); and

WHEREAS, the parties hereto wish to amend and modify the Lease in certain aspects; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, conditions, and warranties of the parties to the Lease and this Third Amendment, it is hereby covenanted and agreed by and between the parties as follows:

Prepared by:

William J. Deas, Esquire
William J. Deas, P.A.
2215 River Boulevard
Jacksonville, Florida 32204

Return to:

William J. Deas, Esquire
William J. Deas, P.A.
2215 River Boulevard
Jacksonville, Florida 32204

1. The Lease is hereby amended and modified as of the effective date hereof as follows:

(a) The following two new provisions are hereby added to the end of the Lease:

"Lessee shall have the right, at its sole option upon the expiration of the basic Ninety-Nine Year term hereof, to purchase the property herein leased from Lessor for the sum of \$1,000.00 cash. This purchase right option of Lessee must be exercised by written notice of such from Lessee to Lessor no sooner than ninety (90) days prior nor later than thirty (30) days prior to the expiration of the normal term of the Lease. Title to said leased property shall be conveyed by Lessor to Lessee by Special Warranty Deed subject to all covenants, restrictions, and easements of record, and all ad valorem taxes due thereon. Lessee shall bear any and all costs of such conveyance."

"Anything herein notwithstanding to the contrary, Lessee shall not have the right to utilize the leased premises for any sign purposes other than directional or identification signs reasonably requested for its own business purposes."

(b) The old Legal Description of the Water Tank Parcel as described in Exhibit "A" to the Lease is hereby deleted.

(c) The description of the property leased as described in Exhibit "A" to the Lease is expanded to include the new Well Head Lease Parcel as described in Exhibit "1" attached hereto, together with the new Water Treatment Plant Supplemental Parcel which is described in Exhibit "2" attached hereto.

2. Except as are herein amended or modified, all of the terms, conditions, covenants, agreements, representations, and warranties of the Lease are and shall remain in full force and effect, specifically including, but not limited to, the rent payments contemplated therein.

3. The parties hereto, by their respective executions hereof, hereby represent and warrant to the other party hereto, that, to the best of their respective information and belief, the Lease is not in default as of the date hereof.

4. It is specifically understood and agreed that no person, firm, or other legal entity shall be a third party beneficiary hereunder, and that none of the provisions of this Third Amendment shall be for the benefit of, or be enforceable by, anyone other than the parties hereto, and that only the parties hereto and their permitted assignees shall have any rights hereunder.

5. This Third Amendment shall not become effective or binding until it has been executed by all parties hereto, and shall be dated for purposes hereof as of the date of execution of Lessor.

6. This Third Amendment shall be construed under the laws of the State Of Florida, regardless of its place of execution or delivery.

7. This Third Amendment shall not be construed more strongly against either party hereto, regardless of who was more responsible for its preparation.

8. This Third Amendment shall not be amended or modified, except in the same fashion and with the same requirements as an amendment to the Lease.

9. This Third Amendment shall be binding only upon and shall inure only to the benefit of the parties hereto and their legal representatives, successors, and assigns, as applicable. Any party hereto may be released from any obligation or agreement hereunder only by a written agreement of the other party specifically providing for such release.

10. This Third Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original instrument, but such counterparts shall together constitute one and the same instrument.

11. Whenever used herein, the terms "Lessor", and "Lessee" shall include masculine, feminine, neuter, singular and/or plural, as the context so admits or requires.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment, the day and year first above written.

Signed and sealed in the presence of:

SOUTHLAKE DEVELOPMENT, LTD., a Florida limited partnership

By: SOUTHLAKE HOLDING, INC. a Florida corporation, as its sole General Partner

[Handwritten Signature]
Signature of Witness

By: [Handwritten Signature]
Jeffrey Cagan, as its President

Jeffrey Cagan
Typed or Printed Name of Witness

(Corporate Seal)

[Handwritten Signature]
Signature of Witness

IVANKA VASILJ
Typed or Printed Name of Witness

SOUTHLAKE UTILITIES, INC., a Florida corporation

[Handwritten Signature]
Signature of Witness

By: [Handwritten Signature]
Robert L. Chapman, III, as its President

Lynne R. Fish
Typed or Printed Name of Witness

(Corporate Seal)

[Handwritten Signature]
Signature of Witness

Walker Daniels
Typed or Printed Name of Witness

STATE OF Illinois
COUNTY OF Cook

Book 1680 Page 371

The foregoing instrument was acknowledged before me this 7 day of December, 1998, by Jeffrey Cagan, as President of SOUTHLAKE HOLDING, INC., a Florida corporation, as the sole General Partner of SOUTHLAKE DEVELOPMENT, LTD., a Florida limited partnership, on behalf of the Corporation and of the Partnership who is personally known to me ~~(or who has produced~~ _____ as identification).

Sandy C Wang

Signature of person taking acknowledgment

Sandy C Wang

Name typed, printed or stamped

09/23/01

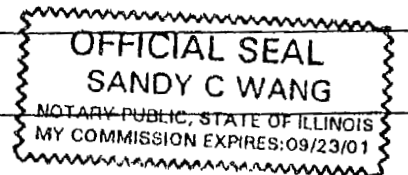
Commission expiration date

Notary Public

Title or rank

None

Serial number, if any



MEMO: Legibility of writing
typing or printing unsatisfactory
in this document.

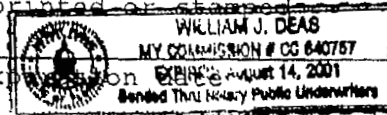
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23 day of Dec, 1998, by ROBERT L. CHAPMAN, III, as President of SOUTHLAKE UTILITIES, INC., a Florida corporation, on behalf of the Corporation, who is personally known to me (or who has produced _____ as identification).

[Signature]

Signature of person taking acknowledgment

Name typed, printed or stamped



Commission expiration date

Title or rank

Serial number, if any

F:\DOCS\SOU\2000-154\AAG-4F.WPD/dgf
10/26/98

LAW OFFICE
WILLIAM J. DEAS, P.A.
15 RIVER BOULEVARD
ORANGE, FL 32204

EXHIBIT "1"

THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND, LYING, BEING AN SITUATE IN LAKE COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

That part of Section 35, Township 24 South, Range 26 East, Lak County, Florida, described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 35, Township 24 South, Range 26 East and run N 89°42'18" E along the North line of said Northeast 1/4 for a distance of 355.86 feet; thence run S 00°17'42" E for a distance of 13.69 feet to the POINT OF BEGINNING; thence run N 89°42'18" E for a distance of 10.00 feet; thence run S 00°17'42" E for a distance of 10.00 feet; thence run S 89°42'18" W for a distance of 10.00 feet; thence run N 00°17'42" W for a distance of 10.00 feet to the POINT OF BEGINNING.

[WELL HEAD LEASE PARCEL - JOB #1]

F:\DOCS\SOU\2000-137\SKETCH.WPD/dgf
9/30/98

EXHIBIT "2"

THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND, LYING, BEING AN SITUATE IN LAKE COUNTY, FLORIDA; AND BEING MORE PARTICULARL DESCRIBED AS FOLLOWS:

That part of Section 35, Township 24 South, Range 26 East, Lak County, Florida, described as follows:

Commence at the Northeast corner of Section 35, Township 24 South, Range 26 East and run S 89°42'18" W along the North line of the Northeast 1/4 of said Section 35 for a distance of 1308.05 feet to the POINT OF BEGINNING; thence continue S 89°42'18" W along said line for a distance of 122.03 feet; thence run S 00°18'42" E along the East line of lands described in Official Records Book 1316, Page 350, as amended in Official Records Book 1529, Page 1183, of the Public Records of Lake County, Florida, for a distance of 287.68 feet; thence run S 00°11'59" E along said line for a distance of 120.30 feet to the Southeast corner of said lands; thence run N 89°48'01" E for a distance of 122.26 feet; thence run N 00°18'42" W for a distance of 408.18 feet to the POINT OF BEGINNING.

[SECOND REVISED WATER TREATMENT PLANT SUPPLEMENTAL PARCEL - JOB #7]

JOINDER AND CONSENT

Robert L. Chapman, Jr. and Elizabeth T. Chapman, his Wife ("Mortgagee"), being the present owner and holder of the Purchase Money Mortgage And Security Agreement recorded in Official Records Book 1521, Page 1054, and the companion Financing Statement recorded in Official Records Book 1521, Page 1106 (collectively the "Mortgage") [All recording references herein are to the current public records of Lake County, Florida], hereby join in and consent to the above and foregoing Third Amendment To Lease (the "Amendment") for purposes of ratifying and confirming such and agreeing that the lien, Security Agreement, force, effect and priority of the Mortgage shall be subject to the Amendment with the same force and effect as if the Amendment had been executed and recorded prior to the recordation of the Mortgage.

IN WITNESS WHEREOF, Robert L. Chapman, Jr. and Elizabeth T. Chapman, his Wife, has caused this Joinder And Consent to be executed this 12th day of December, 1998.

Signed and sealed in the presence of:

Max Wilson

Signature of Witness

Robert L. Chapman Jr
Robert L. Chapman, Jr.

Max Wilson

Printed Name of Witness

Elizabeth C. Wilson

Signature of Witness

Elizabeth C. Wilson

Printed Name of Witness

Max Wilson

Signature of Witness

Elizabeth T. Chapman
Elizabeth T. Chapman

Max Wilson

Printed Name of Witness

Elizabeth C. Wilson

Signature of Witness

Elizabeth C. Wilson

Printed Name of Witness

MEMO: Legibility of writing,
spacing or printing unsatisfactory
in this document

STATE OF GEORGIA
COUNTY OF DOUGHERTY

Book 1680 Page 375

The foregoing instrument was acknowledged before me this
12th day of December, 1998, by Robert L. Chapman, Jr.
as one of the present owners and holders of the Purchase Money
Mortgage And Security Agreement, who is personally known to me
(or who has produced _____ as
identification).

Brenda C. Conley

Signature of person taking acknowledgment

BRENDA C. CONLEY

Name typed, printed or stamped

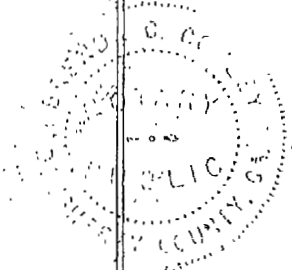
JANUARY 5, 2002

Commission expiration date

NOTARY PUBLIC DOUGHERTY COUNTY GEORGIA

Title or rank

Serial number, if any



STATE OF GEORGIA
COUNTY OF DOUGHERTY

The foregoing instrument was acknowledged before me this
12th day of December, 1998, by Elizabeth T. Chapman
as one of the present owners and holders of the Purchase Money
Mortgage And Security Agreement, who is personally known to me
(or who has produced _____ as
identification).

Brenda C. Conley

Signature of person taking acknowledgment

BRENDA C. CONLEY

Name typed, printed or stamped

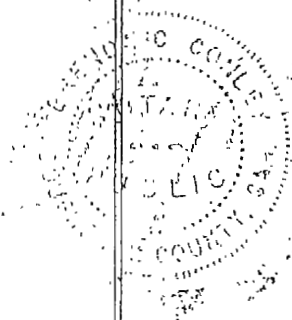
JANUARY 5, 2002

Commission expiration date

NOTARY PUBLIC DOUGHERTY CO. GEORGIA

Title or rank

Serial number, if any





FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

533-W

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

Southlake Utilities, Inc.

Whose principal address is

800 U. S. Highway 27

Clermont, Florida 34711

(Lake)

to provide Water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

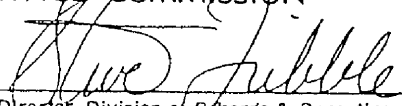
ORDER 23947 DATED 01/02/91 DOCKET 900738-WS

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION


Director, Division of Records & Reporting

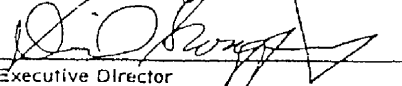

Executive Director

EXHIBIT C



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

464-S

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

Southlake Utilities, Inc.

Whose principal address is

800 U. S. Highway 27

Clermont, Florida 34711

(Lake)

to provide Sewer service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 23947 DATED 01/02/91 DOCKET 900738-WS

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Steve Jubble
Director, Division of Records & Reporting

David ...
Executive Director

EXHIBIT D