

ORIGINAL

COLONY PARK UTILITIES, INC.
8116 HIBISCUS CIRCLE, TAMARAC FL 33321
(954)721-2822 FAX (954)721-2855 CELL (954)328-4095

8/27/2002

Ms Patti Daniel, Supervisor, Bureau of Certification
Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

020930-SU

Re: Information Package to Comply with Rule 25-30.037(3), Florida
Administrative Code, concerning Transfer of Majority Organization
Control of Wastewater Certificate No.137-W for Colony Park
Utilities, Inc. in Brevard County.


Dear Ms Daniel:

Thank you for your patience, and the tremendous help from Mr. Richard
Redemann.


Enclosed is the completed application (original), 5 copies, and a check \$750.

Please advise.

Yours truly,


Art Rogow, Vice-President.

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.

Initials of person who forwarded check:


Copies

02 AUG 29 AM 9:54

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DOCUMENT NUMBER DATE

09125 AUG 29 88

FPSC-COMMISSION CLERK

**Information Package to Comply with Rule 25-30.037(3), Florida Administrative Code
FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL
(Pursuant to Section 367.071, Florida Statutes)**

TO: **Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850**

020930-54

The undersigned hereby makes application for the transfer of the majority organizational control of COLONY PARK UTILITIES, INC utility operating under Water-
N/A Certificate No. and/or Wastewater Certificate No. FLA 010377 located in BREVARD
County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

LENORE WARREN

COLONY PARK UTILITIES, INC, (PRESIDENT)
Name of utility

() _____ () _____
Phone No. Fax No.

6710 ORLEANS COURT
Office street address

MERRITT ISLAND FL. 32953
City State Zip Code

1447 NEWFOUND HARBOR DR.
Mailing address if different from street address

MERRITT ISLAND, FL. 32952
Internet address if applicable

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

ARTHUR A. ROGOW 954-721-2822
Name Phone No.
8116 Hibiscus Circle
Street address
TAMARAC FL 33321
City State Zip Code

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

COLONY PARK UTILITIES, INC., (PRESIDENT) EILEEN ROGOW
Name of utility
(954)-721-2822 (954)-721-2855
Phone No. Fax No.
6710 ORLEANS COURT
Office street address
MERRITT ISLAND FL. 32953
City State Zip Code
8116 Hibiscus Circle, TAMARAC, FL 33321
Mailing address if different from street address
philip-p-young@msn.com
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.

PRESIDENT: EILEEN G. ROGOW - 8116 Hibiscus Circle
VICE PRES: ARTHUR A. ROGOW - TAMARAC, FL. 33321
SECY/TREAS: PHILIP YOUNG - "

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit 1 - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.
- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

TOWER MANOR MOBILE HOME COMM. - # FLA 013000, AUBURNDALE, FL.
HOBE VILLAGE MOBILE HOME PARK # FLA 013865, HOBE SOUND, FL.

- C) Exhibit 2 - A copy of the purchase agreement.
- D) Exhibit 3 - A statement of how the buyer is financing the purchase.
- E) Exhibit N/A - A list of all entities, including affiliate which 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.
- F) Exhibit 4 - 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.

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.

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:

\$ _____ (for water) \$ 750⁰⁰/100 (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

Copy of "Deed in Contract for Sale"
A) Exhibit 8 - Evidence that the utility owns the land where the utility treatment facilities are located. If 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.

N/A B) Exhibit 9 - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. **Sample tariff sheets are attached.**

Copy of License Permit 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 EILEEN G. ROGOW (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: Eileen Rogow
Applicant's Signature
EILEEN G. ROGOW
Applicant's Name (Typed)
PRESIDENT
Applicant's Title *

Subscribed and sworn to before me this 9 day of the month of August
in the year of 2002 by Eileen G Rogow who is
personally known to me _____ or produced the following identification
DL# R200-207-44-729-0
Type of Identification Produced

Christian E. Flores
Notary Public's Signature


Print, Christian E. Flores or Stamp Commissioned
Name of Notary Public

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

EXHIBIT 1, § 4

RE: COLONY PARK UTILITIES

TRANSFER MAJORITY CONTROL
JULY 7, 2002

PART II—A

The Buyer purchased COLONY PARK UTILITIES, ^{INC} and COLONY PARK MOBILE HOME VILLAGE, ^{INC} simultaneously thru Stock Transfer. The Utility services the residents of the Mobile Home Park in addition to other residential homes in the area.

Eileen and Arthur Rogow have and do operate Mobile home Communities in the past. We operated Wildwood Estates, Wildwood, Fl. For about 5 years which was recently connected to the Wildwood City facility. Currently they operate a Water/Wastewater facility in Auburndale, Tower Manor Mobilhome Community, and also in Hobe Sound, Hobe Village Mobile Home Park. Both of these facilities operate for the Park residents only.

The attached financial statement will indicate sufficient ability to provide proper service. The Buyers intentions are to fulfill all commitments, obligations and representations of the Seller with regard to utility matters. It is the Buyers intention to provide continuous and uninterrupted service.

F)

Buyer acknowledges that after reasonable investigation, the System acquired appears to be in satisfactory condition and is in compliance with all applicable standards set by D.E.P.

PART II
A)

PERSONAL FINANCIAL STATEMENT

ARTHUR AND EILEEN ROGOW
8116 HIBISCUS CIRCLE
TAMARAC, FL 33321
FINANCIAL CONDITION AS OF JUNE 30, 2002

ASSETS

CASH IN BANK (see Sch. A)	\$38,500
LISTED SECURITIES (see Sch.B)	\$436,000
UNLISTED SECURITIES (see Sch.C)	
SECURITIES HELD BY BROKER IN MARGIN ACC'T	
PARTIAL INTEREST IN REAL ESTATE	
EQUITIES (see Sch. D)	\$3,950,000
REAL ESTATE OWNED (see Sch. E)	\$195,000
ACC'T RECEIVABLES (see Sch. F)	
VEHICLES	\$45,000
CASH VALUE LIFE INS. (see Sch. G)	\$50,000
OTHER ASSETS	\$100,000

TOTAL ASSETS **\$4,814,500**

LIABILITIES

NOTES PAYABLE BANKS-SECURED	
(See Sch. H)	
NOTES PAYABLE BANKS-UNSECURED	
(See Sch. H)	
NOTES PAYABLE OTHERS-SECURED/UNSECURE	\$30,000
(See Sch. H)	
ACCOUNT AND BILLS DUE	
REAL ESTATE MORTGAGES (See Sch. D & E)	\$2,195,000
UNPAID INCOME TAX	
OTHER UNPAID TAXES AND INTEREST	
LOANS ON LIFE INSURANCE (See Sch. G)	
OTHER DEBTS- ITEMIZE : (See Sch. H)	
Student Loan	\$55,000
Various credit cards	\$28,000

TOTAL LIABILITIES **\$2,278,000**

NET WORTH **\$2,536,500**

ANNUAL INCOME-2000

Salary	\$72,000
Real Estate Income	\$18,000
Dividends	\$2,200
TOTAL INCOME	\$92,200

SCHEDULE A - BANKING DEPOSIT RELATIONS

<u>Name and location of bank or branch</u>		<u>Account #</u>	<u>Balance</u>
US Global - Treasury	San Antonio, Tx	853-00014193114	\$5,000
US Golbal - Government Securities	San Antonio, Tx	857-00014193122	\$32,000
Washington Mutual	Tamarac, Fl		\$1,500
			\$38,500

I CERTIFY THIS IS TURE AND CORRECT.

SIGN : 
ARTHUR ROGOW

7/05/02
DATE

SIGN : 
EILEEN ROGOW

7/05/02
DATE

SCHEDULE B - LISTED SECURITIES (US GOVERNMENTS AND MARKETABLE)

<u># of Shares</u>	<u>Description</u>	<u>In name of</u>	<u>to whom Pledged</u>	<u>Mkt Value</u>
	Miscellaneous	Schwab	n/a	\$9,000
	Miscellaneous	Datek	n/a	\$4,000
47,000	LML Payment Systems	Eileen Rogow	n/a	\$423,000
	TOTAL			\$436,000

SCHEDULE C - UNLISTED SECURITIES (US GOVERNMENTS AND MARKETABLE)

<u># of Shares</u>	<u>Description</u>	<u>In name of</u>	<u>to whom Pledged</u>	<u>Book Value</u>	<u># of shares outstanding</u>	<u>Total Value</u>
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SCHEDULE D - PARTIAL INTEREST IN REAL ESTATE EQUITIES

<u>Location or Description</u>	<u>% owner</u>	<u>Type</u>	<u>year of purchase</u>	<u>Cost(C)/Mkt(M)</u>	<u>Mortgage</u>	<u>Value of Equity</u>
Hobe Village Mobile Home Park Hobe Sound, Florida	50	M.H.P.	1999	\$2,250,000	\$1,025,000	\$1,225,000
Tower Manor Mobile Home Community Auburndale, Florida	50	M.H.P.	2002	\$800,000	\$475,000	\$325,000
Colony Park Mobile Home Village Merritt Island, Florida	50	M.H.P.	2002	\$900,000	\$575,000	\$325,000
			Total	\$3,950,000	\$2,075,000	\$1,875,000

SCHEDULE E - REAL ESTATE OWNED

<u>Location or Description</u>	<u>Title name</u>	<u>date acq.</u>	<u>Cost</u>	<u>Mkt Value</u>	<u>Mortgage \$</u>	<u>Monthly \$ To Whom</u>
8116 Hibiscus Cir.	Eileen Rogow	1995	\$135,000	\$195,000	\$120,000	\$1,026 ABN AMRO

SCHEDULE F - ACCOUNT, NOTES, AND MORTGAGE RECEIVABLE

<u>Name and address of debtor</u>	<u>\$ owning</u>	<u>Age of Debt</u>	<u>Nature of Debt</u>	<u>Security Held</u>	<u>Date \$ Expected</u>
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SCHEDULE G - LIFE INSURANCE CARRIED, INCL. N.S.L.I. AND GROUP INSURANCE

<u>Face Amount</u>	<u>Name of Company</u>	<u>Beneficiary</u>	<u>Cash Surrender \$</u>	<u>to whom Pledged</u>
\$250,000	Jefferson Pilot	Art Rogow + Erica Rogow	\$50,000	none

SCHEDULE H - NOTES PAYABLE TO BANKS/UNSECURED OR SECURED/NOTES AND/OR ACCOUNT PAYABLE TO OTHERS

<u>Amount</u>	<u>Payable to</u>	<u>Security Pledged, if any</u>	<u>Title of Acc't</u>	<u>Terms of Payment</u>	<u>Date of Origination</u>
\$30,000	Cirtus & Chemical Bank	Mobile homes at Tower	Tower Manor MHC	\$1,242	March 2002
(Personal)					
\$55,000	Student Loan	n/a		\$600	
\$28,000	Various credit cards	n/a		\$1,000	
\$83,000	Total			\$1,600	

EXHIBIT 2

PURCHASE AGREEMENTS

SEP-17-2001 MON 04:11 PM

FAX NO.

P. 07

SEP-17-2001 MON 04:17 PM SALTER, FEIBER, ET AL

FAX NO. 352 378 0848

P. 02/14

CONTRACT FOR SALE AND PURCHASE

This contract made and entered into this 18 day of September 2001.

SELLER: LENORE WARREN, ROBERT J. WARREN, WILLIAM WARREN,
and CAROL KENDALL
Address: c/o Robert J. Warren
703 N. Main Street, Suite C
Gainesville, FL 32601
Telephone: 352-377-8800

PURCHASER: EILEEN G. ROGOW, ARTHUR ROGOW and PHILIP YOUNG
Address: 8116 Hibiscus Circle
Tallahassee, FL 32321
Telephone: 904-721-2822

1. **Property:** Seller agrees to sell and Purchaser agrees to purchase the following described property:

All of the common stock in COLONY PARK UTILITIES, INC. (the Corporation), hereinafter referred to as the Stock.

2. **Property included:** The intent of the parties is that ownership of the Corporation be transferred to the Purchaser so that the Purchaser obtains full ownership and control of the following corporate assets:

1. Real property on which the sewage treatment plant facility is located that services the Village, as more particularly described in the attached Exhibit "A." Tax Parcel No. 23-36-14-00-00757.0-000.00.
2. Real property (vacant) owned by CPU as more particularly described in the attached Exhibit "A." Tax Parcel No. 23-36-14-00-00751.0-000.00.

3. **Property not included:** This transaction does not include the cash in the current checking and/or savings account for the Corporation, which shall remain the property of the Sellers. It is the intent of the Sellers to distribute the funds in said account to the Sellers after the closing.

4. **Purchase Price:** The stock in the Corporation will be transferred in consideration for the purchase by Purchaser of the stock in Colony Park Mobile Home Village, Inc. and no additional consideration will be exchanged.

5. **Effective Date:** The effective date shall be the date when the last one of the Seller and Purchaser has signed this Contract.

6. **Closing Date:** 15 days after the expiration of the Due Diligence Period. Time is of the essence as to the closing date.

7. **Purchase Money mortgage:** The Seller agrees to hold a promissory note and purchase money first mortgage in the amount of \$125,000.00, which will be credited against the purchase price in the contract for the sale and purchase of Colony Park Mobile Home Village, Inc.. The note will bear interest at the rate of 8% per annum. Principal and interest shall be due and payable 3 years from the date of closing. The purchase money note and mortgage will be personally guaranteed by Eileen G. Rogow, Arthur Rogow and Philip Young. The mortgage will be a lien against the assets owned by Colony Park Utilities, Inc., including but not limited to all real estate, receivables, equipment, fixtures, supplies and machinery. The purchase money note and mortgage shall provide for a fifteen (15) day grace period; shall

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P. 08

SEP-17-2001 MON 04:17 PM SALTER, FEIBER, ET AL.

FAX NO. 352 376 0848

P. 03/14

provide for right of prepayment in whole or in part without penalty; shall require all prior liens and encumbrances to be kept in good standing and shall forbid modifications of or future advances under prior mortgage(s) and shall be otherwise in form and content in accordance with covenants established by the Fifth Judicial Circuit Bar Association.

8. Due Diligence: Purchaser will have 80 days after the Effective Date to conduct such inspections of the Real Property (including a new survey and environmental studies) and of the Corporation's records as the Purchaser deems necessary. Seller will deliver the following to the Purchaser such that Purchaser will have a reasonable time to review same before the expiration of the Due Diligence period:

1. Title insurance binder insuring the Corporation's interest in the real property in the amount of the sales price.
2. Income and expense reports, including tax returns for 1998, 1999 and 2000.

If Purchaser is not satisfied with inspections and/or survey, Seller must be notified in writing by the expiration of the Due Diligence Period. Upon receipt of timely notification, this contract will be null and void and any deposits refunded to the Purchaser. If such notice is not received, then the Purchaser shall have waived their right to object and shall deposit an additional sum of \$10,000.00 with escrow agent (Additional Deposit). Purchaser shall be responsible for any fees or costs charged by Seller's accountant or other consultant in connection with providing, reviewing, and analyzing the financial information described above.

9. Related contract. The parties acknowledge they are simultaneously entering into a second contract concerning the sale of the stock in Colony Park Mobile Home Village, Inc. from Seller to Purchaser, and further acknowledge that the respective parties' obligation to close on either contract is contingent upon a closing of the other, it being the intent that the two contracts close simultaneously.

10. Warranties and indemnification. Seller warrants that except for liabilities and obligations incurred in the ordinary course of business or disclosed to purchaser prior to closing, that there are no other material obligations or liabilities for which the Corporation will be responsible. Seller shall indemnify and hold Purchaser harmless (including the guarantors of the purchase money mortgage) against any claims or liabilities of whatsoever nature (including without limitation, court costs, and attorneys fees through and including all appeals, arbitration and mediations) incurred or arising out of or by reason of any illegal or negligent conduct or operation by Sellers of the Real Property or the Corporation. In the event a claim or liability arises under this provision, Purchaser shall give written notice to Seller of the claim or liability and shall provide Seller with sufficient detail for Seller to investigate the claim or liability. Seller shall have a reasonable amount of time to contest the claim or liability. If Seller does not successfully resolve the claim or liability within said period of time, then Purchaser shall have the right to effect the claim or liability against the amount of the purchase money mortgage.

11. Assignment: This Contract is not assignable by the Purchaser except to an entity of which the Purchasers are the sole equity owners.

12. Prorations: Real property taxes and rents will be prorated as of the date of closing.

13. Transfer of stock: Seller shall convey ownership of the stock by endorsement and delivery of the stock certificates.

14. Destruction of Premises: If any improvements located on the above described premises at the time of the execution of this Contract are damaged by fire or other casualty prior to closing, and can be restored to substantially the same condition within a period of thirty (30) days after such destruction occurs, Seller shall so restore the improvements and the closing date shall be extended accordingly. If such restoration cannot be completed within said period of time, this Contract, at the option of the Purchaser, shall terminate and the deposit shall be returned to Purchaser. All risk of loss prior to closing shall be borne by Seller.

SEP-17-2001 MON 04 13 PM

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P. 09

SEP-17-2001 MON 04:19 PM SALTER, FEIBER, ET AL

FAX NO. 352 378 0840

P. 04/14

15. **Date of Possession:** Purchaser shall be given possession of the Real Property on the date of closing.

16. **Escrow Agent:** Purchaser and Seller authorize Salter, Feiber, Yanser, Murphy & Hutton, P.A. to act as the "Escrow Agent" to receive funds and other items and subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non-interest bearing escrow account. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interprets the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Purchaser or Seller of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

17. **Failure of Performance:** If Purchaser fails to perform this Contract within the time specified, the Seller may retain the deposit(s) paid on the contract for the purchase of the stock in Colony Park Mobile Homes Village, Inc. including any additional deposits paid by the Purchaser as agreed upon included damages, consideration for the execution of this Contract and in full settlement of any claims. This shall be the sole remedy of the Seller.

If, for any reason other than failure of Seller to render the marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Purchaser may seek specific performance or elect to receive the return of his deposit(s).

18. **Other Agreements:** This Contract constitutes the entire agreement between the parties, and any changes, amendments or modifications hereof shall be null and void unless same are reduced to writing and signed by the parties hereto.

19. **Persons Bound:** The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

20. **Attorney's Fees and Costs:** If any litigation arises under this agreement between Purchaser, Seller, and Broker, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in the trial court and on appeal by the prevailing party including a reasonable attorney's fee.

21. **Facsimile Copies:** A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

THIS CONTRACT executed by the Purchaser this 17th day of September, 2001.

Witness:
Lori Landau
Lois Chun Ko

Eileen G. Brown
EILEEN G. BROWN
[Signature]

Sep-18-01 15:55
Nov-28-93 06:53P

P.04
P.04

SEP-17-2001 MON 04:13 PM

FAX NO

P. 10

SEP-17-2001 MON 04:18 PM SMLTEX.PE/IBEX. ET AL

FAX NO 352 370 0848

0. 05/18

As to Purchase

ARTHUR HOGON

Philip Young
PHILIP YOUNG

THIS CONTRACT executed by the Seller this 18 day of September, 2001

WITNESSES:

P. Regan Ebersole
Kris Alexander

[Signature]
ROBERT J. WARREN
[Signature]
DORIS WARREN

Doris Warren
Kris Alexander

William Warren
WILLIAM WARREN
Carol Kendall
CAROL KENDALL

PROCESSED BY THE SELLER'S OFFICE

SEP-18-2001 TUE 09 11 AM SALTER, FEIBER, ET AL

FAX NO. 352 376 0348

P. 02/06

CONTRACT FOR SALE AND PURCHASE

This contract made and entered into this 18 day of September 2001.

SELLER: LENORE WARREN, ROBERT J WARREN, WILLIAM WARREN,
and CAROL KENDALL
Address: c/o Robert J. Warren
703 N. Main Street, Suite C
Gainesville, FL 32601
Telephone: 352-377-8600

PURCHASER: EILEEN G. ROGOW, ARTHUR ROGOW and PHILIP YOUNG
Address: 8116 Hibiscus Circle
Tampa, FL 33321
Telephone: 954-721-2822

1. Property Seller agrees to sell and Purchaser agrees to purchase the following described property:

All of the common stock in COLONY PARK MOBILE HOME VILLAGE, INC. (the Corporation), hereinafter referred to as the Stock.

2. Property included. The intent of the parties is that ownership of the Corporation be transferred to the Purchaser so that the Purchaser obtains full ownership and control of the following corporate assets:

1. Real property known as Colony Park Mobile Home Village, as more particularly described in the attached Exhibit "A," Tax Parcel No. 23-36-14-00-00513.0-000 00
2. All leases, rents and profits as to Colony Park Mobile Home Village
3. Two mobile homes owned by the Corporation one of which is currently used as an office and the other is being rented out to a tenant.
4. All mortgage receivables owned by the Corporation on mobile homes previously sold.
5. All equipment, fixtures, supplies and machinery used in connection with the Colony Park Mobile Home Village. Seller to provide an inventory of all property to be included in the sale within 30 days from the Effective Date.

3. Property not included: This transaction does not include the cash in the current checking and/or savings account for the Corporation, which shall remain the property of the Sellers. It is the intent of the Sellers to distribute the funds in said account to the Sellers after the closing. Purchaser further acknowledges that the Sellers will cause a certain parcel of real property fronting on US-1 to be conveyed by the Corporation to the Sellers prior to closing and that those parcels are excluded from this sale.

4. Purchase Price: \$1,025,000.00

Payable:

- (a) BINDER DEPOSIT to be held in escrow by Seller, Feiber, Yenser, Murphy & Huxson, P.A. \$5,000.00
- (b) ADDITIONAL DEPOSIT due at expiration of due diligence period \$15,000.00

Post-it® Fax Note	7671	Date	Jan 17	# of pages	1/3
To	Christopher Kelly	From	Art Rogow		
Co./Dept.		Co.			
Phone #	305-893-6004	Phone #	954-721-2822		
Fax #	305-893-7666	Fax #	954-721-2855		

(if applicable)
 (c) Cash on Closing (certified or
 cashier's check, subject to adjustments
 and prorations) \$ 1,065,000.00

Totals: \$1,026,000.00

5. Effective Date: The effective date shall be the date when the last one of the Seller and Purchaser has signed this Contract.

6. Closing Date: 15 days after the expiration of the Due Diligence Period. Time is of the essence as to the closing date.

7. Due Diligence: Purchaser will have 60 days after the Effective Date to conduct such inspections of the Real Property (including a new survey and environmental studies) and of the Corporations' records as the Purchaser deems necessary. Seller will deliver the following to the Purchaser such that Purchaser will have a reasonable time to review same before the expiration of the Due Diligence period:

1. Title insurance binder insuring the Corporations' interest in the real property in the amount of the sales price.
2. Income and expense reports including tax returns for 1998, 1999 and 2000

If Purchaser is not satisfied with inspections and/or survey, Seller must be notified in writing by the expiration of the Due Diligence Period. Upon receipt of timely notification, this contract will be null and void and any deposits refunded to the Purchaser. If such notice is not received, then the Purchaser shall have waived their right to object and shall deposit an additional sum of \$15,000.00 with escrow agent (Additional Deposit). Purchaser shall be responsible for any fees or costs charged by Seller's accountant or other consultant in connection with providing, reviewing, and analyzing the financial information described above.

8. Institutional Financing: Seller acknowledges that the Purchaser is applying for a new first mortgage from an institutional lender to finance the acquisition of the Corporation. Seller agrees to reasonably cooperate with the Purchaser with furnishing information required by the Lender.

9. Operation of Property: Seller shall continue to operate the mobile home park in the manner operated prior to Contract and will take no action that would adversely impact the Corporations or the Real Property. Seller agrees to comply with the provisions of Chapter 723, Florida Statutes. Any changes that materially affect the Corporations or the Real Property will be permitted only with Purchaser's consent.

10. Brokers: Seller agrees to pay a commission to the Brokers at closing in the amount of seven percent (7.00%) of the sales price, which commission shall be split as follows:

ReMax Service Team	4.00%
The Kayas Company	3.00%

Both the Purchaser and Seller represent that they have not utilized the services of or for any other reason owe compensation to, a licensed real estate broker other than the Brokers identified above.

11. Warranties and Indemnification: Seller warrants that except for liabilities and obligations incurred in the ordinary course of business or disclosed to Purchaser prior to closing, that there are no other material obligations or liabilities for which the Corporation will be responsible. Seller shall indemnify and hold Purchaser harmless against any claims or liabilities of whatsoever nature (including without limitation, court costs and attorneys fees through and including all appeals, arbitration and mediations) incurred or

arising out of or by reason of any illegal or negligent conduct or operation by Sellers of the Real Property or the Corporation. In the event a claim or liability arises under this provision, Purchaser shall give written notice to Seller of the claim or liability and shall provide Seller with sufficient detail for Seller to investigate the claim or liability. Seller shall have a reasonable amount of time to contest the claim or liability.

12. Assignability: This Contract is not assignable by the Purchaser except to an entity of which the Purchasers are the sole equity owners.

13. Prorations: Real property taxes and rents will be prorated as of the date of closing.

14. Transfer of stock: Seller shall convey ownership of the stock by endorsement and delivery of the stock certificates.

15. Expenses: The Seller will pay for the title insurance, real estate commissions and Seller's attorney fee. Purchaser will pay all other closing costs.

16. Destruction of Premises: If any improvements located on the above described premises at the time of the execution of this Contract are damaged by fire or other casualty prior to closing, and can be restored to substantially the same condition within a period of thirty (30) days after such destruction occurs, Seller shall so restore the improvements and the closing date shall be extended accordingly. If such restoration cannot be completed within said period of time, this Contract, at the option of the Purchaser, shall terminate and the deposit shall be returned to Purchaser. All risk of loss prior to closing shall be borne by Seller.

17. Date of Possession: Purchaser shall be given possession of the Real Property on the date of closing.

18. Escrow: Purchaser and Seller authorize Salter, Feiber, Yenser, Murphy & Hutson, P.A. to act as "Escrow Agent" to receive funds and other items and subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non interest bearing escrow account. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of an arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Purchaser or Seller of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

19. Failure of Performance: If Purchaser fails to perform this Contract within the time specified, the Seller may retain the deposit(s) including any additional deposits paid by the Purchaser as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims. This shall be the sole remedy of the Seller.

If, for any reason other than failure of Seller to render title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Purchaser may seek specific performance or elect to receive the return of his deposit(s).

20. Other Agreements: This Contract constitutes the entire agreement between the parties, and any changes, amendments or modifications hereof shall be null and void unless same are reduced to writing and signed by the parties hereto.

Sep-18-01 15:56

Nov-26-93 06:54P
Sep-18-01 02:18P

P. 05

P. 05

SEP-18-2001 TUE 09:12 AM SALTER FEIBER, ET AL

FAX NO. 352 376 0864

P. 05/17

21. Errors Omitted: The covenants herein concern only land and its benefits and advantages and shall not be deemed to include any interests, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

22. Survival of Fees and Costs: If any dispute arises under this agreement between Purchase Seller, and Buyer, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in the trial court and on appeal by the prevailing party including a reasonable attorney's fee.

23. Entire Agreement: A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as original.

THIS CONTRACT executed by the Purchaser the 16th day of September, 2001

WITNESSES:
David S. Salter
God Chun Ko
AS TO PURCHASER

Robert J. Warren
ROBERT J. WARREN
Arthur Benson
ARTHUR BENSON
Philip Young
PHILIP YOUNG

THIS CONTRACT executed by the Seller the 18 day of September, 2001.

WITNESSES:
P. Regan Chersole
Kris Alexander
Robert J. Warren
Kris Alexander

Robert J. Warren
ROBERT J. WARREN
Lenore Warren
LENORE WARREN
William Warren
WILLIAM WARREN
Carol Kendall
CAROL KENDALL

EXHIBIT 3

PURCHASE CLOSING STATEMENT $\frac{1}{8}$

PROMISSORY NOTE

CLOSING STATEMENT

SELLERS: Lenore Warren, Carol Kendall, Robert J. Warren, William Warren
PURCHASERS: Arthur Rogow, Eileen G. Rogow, and Philip Young
PROPERTY: Stock of Colony Park Mobile Home Village, Inc. and Colony Park Utilities, Inc.

DATE OF CLOSING: February 28, 2002

PURCHASE PRICE: \$1,025,000.00

Seller's Closing Costs:

Real Estate Commission (7%)	\$71,750.00
Title Insurance	\$5,670.00
Escrow for DEP consent order	\$750.00
Payoff to Lenore Warren	\$62,486.65
Record Satisfaction of Judgment	\$6.00
Federal Express	\$30.00
Attorney Fee for Melissa Jay Murphy	<u>\$1,500.00</u>

Total \$142,192.65

Purchaser Closing Costs:

\$1,025,000.00 Loan Closing Costs:

Tax Service Fee	\$68.00
Flood Zone Determination	\$18.50
Processing Fee	\$10,250.00
Record Mortgage	\$46.50
Record Assignment of Rents	\$24.00
Record UCC-1 State of Florida	\$31.00
Records UCC-1 Clerk	\$15.00
Record Future Satisfaction	\$10.50
Record Future UCC-3	\$6.00
Lien Fees	\$143.75
Documentary Stamps	\$3,587.50
Intangible Tax	\$2,050.00
Survey	\$4,500.00

\$100,000.00 Loan Closing Costs:

Points	\$1,000.00
Record Mortgage	\$46.50
Record Future Satisfaction	\$10.50
Documentary Stamps	\$350.00
Intangible Tax	\$200.00

Purchase Money Mortgage (\$125,000.00)

Record Mortgage	\$28.50
Documentary Stamps	\$437.50
Intangible Tax	\$250.00
UCC-1 State of Florida	\$31.00
UCC-1 Clerk	\$6.00

Title insurance (simultaneous issue)	\$250.00
Filing fee for annual report	<u>\$300.00</u>

Total \$23,660.75

PROMISSORY NOTE

\$125,000.00

Gainesville, Florida

February 28, 2002

FOR VALUE RECEIVED, the undersigned Maker(s), jointly and severally, promise(s) to pay to the order of **LENORE WARREN**, Payee, the principal sum of **ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 Dollars (\$125,000.00)**, with interest from date at the rate **EIGHT** percent (**8.0%**) per annum on the balance from time to time remaining unpaid. Said interest rate shall never exceed the maximum rate allowed by law. Principal and interest shall be paid at **45 Andrews Road, Marlboro, MA 01752** or at such other place or places as may hereafter be designed by written notice from the holder to the maker, in lawful money of the United States of America in the following manner:

ALL PRINCIPAL AND ACCRUED INTEREST SHALL BE DUE AND PAYABLE ON OR BEFORE FEBRUARY 28, 2005.

All payments shall be applied first to accrued interest, balance to principal. The Maker reserves the right to prepay the principal in whole or in part at any time without penalty.

If a default occurs under this note or the mortgage securing this note and such default continues for a period of FIFTEEN (15) days, then the entire principal sum, accrued interest and late charges shall at the option of the holder become immediately due and payable without notice, time being of the essence. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default. In the event of a default, both principal and accrued interest shall bear interest at the highest rate allowed by law after the end of said default period until such default has been corrected.

Each person liable hereon whether maker, endorser, or guarantor hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, in the trial court or on any appeal, if after maturity of this note or default hereunder or under the mortgage securing this note, counsel shall be employed to enforce this note or to protect the security of said mortgage.

This note is secured by a mortgage on real estate of even date herewith and shall be construed and enforced according to the laws of the State of Florida. The remedies herein provided shall be considered cumulative to the remedies provided in said mortgage. Should there be any conflict in the provisions of this note and the provisions of said mortgage, the provisions of this note shall be deemed to apply.

COLONY PARK UTILITIES, INC., a Florida Corporation

By: Eileen G. Rogow

Eileen G. Rogow, President

Arthur A. Rogow
Arthur A. Rogow, Individually

Eileen G. Rogow
Eileen G. Rogow, Individually

Philip Young
Philip Young, Individually

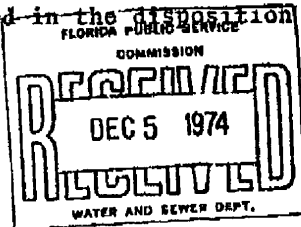
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dist + post

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application of MOBILE HOME INVESTORS, INC., for a certificate to operate an existing sewer utility in Brevard County, Florida.) DOCKET NO. 73391-S) ORDER NO. 6365

The following Commissioners participated in the disposition of this matter:

WILLIAM H. BEVIS, Chairman
WILLIAM T. MAYO
PAULA F. HAWKINS



ORDER

BY THE COMMISSION:

Subsection 367.171(1)(b), Florida Statutes, 1971, provides in part that any utility engaged in the operation or construction of a system shall be entitled to receive a certificate for the area served if the utility will make application and file with this Commission a system map, description of the area served, and appropriate filing fee.

Mobile Home Investors, Inc., has made application for a certificate to operate its existing sewer system in Brevard County. The officers of the corporation are as follows: Esther R. Baker, President and Anton Baker, Secretary and Treasurer. We have examined the application and find it to be in substantial compliance with the law. It is, therefore,

ORDERED by the Florida Public Service Commission that Sewer Certificate Number 137-S be and is hereby granted to Mobile Home Investors, Inc., 1 Mangrove Drive, Merritt Island, Florida 32952, for the following described territory in Brevard County, Florida.

In Township 23 South, Range 36 East,
Brevard County, Florida.

Section 15

Commence at the Southeast corner of said Section 15 for a Point of Beginning. Thence run North 0 degrees 39 minutes 04 seconds West along the East line of said Section 15, 1236.97 feet; thence North 89 degrees 35 minutes 04 seconds West, 477.46 feet; thence South 00 degrees 38 minutes 31 seconds West, 25.00 feet; thence South 68 degrees 21 minutes 32 seconds West, 84.30 feet; thence South 76 degrees 38 minutes 12 seconds West, 83.63 feet; thence South 89 degrees 20 minutes 56 seconds West, 234.00 feet; thence South 00 degrees 39 minutes 04 seconds East, 150.00 feet; thence North 89 degrees 20 minutes 56 seconds East, 5.00 feet; thence South 00 degrees 39 minutes 04 seconds West, 489.79 feet; thence South 87 degrees 45 minutes 45 seconds West, 358.30 feet;

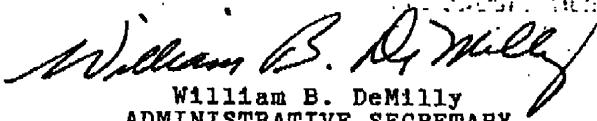
Docket No. 73391-S
Order No. 6365
Sheet 2

thence South 2 degrees 14 minutes 15 seconds East, 150 feet to a point on the South boundary of St. Charles Avenue; thence Westerly 30 feet more or less; thence South 2 degrees 14 minutes 15 seconds East, 400 feet, more or less to a point on the South boundary of said Section 15, thence North 87 degrees 45 minutes 45 seconds, East along the South boundary of said Section 15, 1250 feet more or less to the Point of Beginning.

Section 14

Commence at the Southwest corner of said Section 14; thence run North 0 degrees 39 minutes 04 seconds West along the West boundary of Section 14, 320 feet more or less to the Point of Beginning which is also the Southwest corner of the aforesaid parcel; thence North 0 degrees 39 minutes 04 seconds West along the West line of said parcel a distance of 947.98 feet; thence North 87 degrees 05 minutes 16 seconds East a distance of 710.58 feet; thence North 0 degrees 48 minutes 54 seconds West a distance of 10 feet to the North line of said parcel; thence North 89 degrees 11 minutes 06 seconds East along the North line of said parcel a distance of 569.57 feet; thence South 2 degrees 00 minutes 25 seconds East a distance of 985.11 feet to a point on the South line of said parcel; thence South 89 degrees 13 minutes 32 seconds West along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning.

By Order of Chairman WILLIAM H. BEVIS, Commissioner WILLIAM T. MAYO, and Commissioner PAULA F. HAWKINS, as and constituting the Florida Public Service Commission, this 2nd day of December, 1974.


William B. DeMilly
ADMINISTRATIVE SECRETARY

(S E A L)

EXHIBIT 5

NOTICE OF ACTUAL APPLICATION

— AN AFFIDAVIT.

TO : GOVERNING BODIES

— LEGAL NOTICE

— LIST OF ENTITIES MAILED.

EXHIBIT 5

AFFIDAVIT

I, EILEEN G. ROGOW, do solemnly swear or affirm 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 governing body (list attached).

BY: Eileen Rogow
Applicant's Signature

EILEEN G. ROGOW

Applicant's Name

PRESIDENT

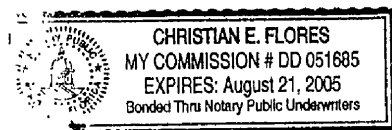
Applicant's Title

Subscribed and sworn to before me this 20 day of the month of August in the year of 2002 by EILEEN G. ROGOW who produced the following identification

DL # R200-207-44-729-0
Type of Identification Produced

Christian E. Flores

Notary Public's Signature



Print, Type or Stamp Commissioned Name of Notary Public

Information Package to Comply with Rule 25-30.037(3), Florida Administrative Code
FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

(Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on August 19, 2002, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of majority organizational control of COLONY PARK UTILITIES, INC. from LENORE WARREN to EILEEN ROGOW, providing service to the following described territory in Brevard County, Florida.

The utility is located in North Merritt Island, in parts of Sections 14, and 15, Township 23 South, Range 36 East, and serves primarily the residents of Colony Park Mobile Home Village and some of the surrounding homes (approximately 150).

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk and Administrative Services, 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.

Colony Park Utilities, Inc.
8116 Hibiscus Circle,
Tamarac, Florida 33321

7/17/02
 updated list

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY

(VALID FOR 60 DAYS)
 07/17/2002-09/14/2002

UTILITY NAMEMANAGERBREVARD COUNTY

BURKIM ENTERPRISES, INC. (WS842)
 2340 N.E. DIXIE HIGHWAY
 JENSEN BEACH, FL 34957-5952

KEITH A. BURGE
 (772) 334-4557

COLONY PARK UTILITIES, INC. (SU288)
 1447 NEWFOUND HARBOR DRIVE
 MERRITT ISLAND, FL 32952-2854

LENORE WARREN
 (407) 453-1400

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

JAMES B. PAYNE
 (407) 957-6744

FLORIDA WATER SERVICES CORPORATION (WU561)
 P. O. BOX 609520
 ORLANDO, FL 32860-9520

CARLYN KOWALSKY
 (407) 598-4297

NORTHGATE PROPERTIES, INC. (WS172)
 3277 FIRST AVENUE
 MIMS, FL 32754-3134

LESTER GROOMS
 (904) 428-0094

PINE LAKE MOBILE HOME ESTATES, INC. (SU698)
 2505 EBER BLVD.
 MELBOURNE, FL 32904-8848

MARY DARRELL
 (407) 723-2154 OR -2125

SAN SEBASTIAN WATER, LLC (WU388)
 7900 FOX CREEK TRAIL
 FRANKTOWN, CO 80116-9670

WILLIAM F. MCCAIN
 (561) 770-1093

SERVICE MANAGEMENT SYSTEMS, INC. (WS571)
 235 HAMMICK SHORE DRIVE
 MELBOURNE BEACH, FL 32951-3941

JAMES BATES
 (407) 723-2522

LIST OF ENTITIES
 MAILED

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY

(VALID FOR 60 DAYS)
07/17/2002-09/14/2002

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY
P. O. BOX 999
TITUSVILLE, FL 32781-0999

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 CAPE CANAVERAL
P. O. BOX 326
CAPE CANAVERAL, FL 32920-0326

MAYOR, CITY OF COCOA
P. O. BOX 1750
COCOA, FL 32923-1750

MAYOR, CITY OF COCOA BEACH
UTILITIES DIRECTOR
P. O. BOX 322430
COCOA BEACH, FL 32932-2430

MAYOR, CITY OF INDIAN HARBOUR BEACH
2055 SOUTH PATRICK DRIVE
INDIAN HARBOUR BEACH, FL 32937-4447

MAYOR, CITY OF MELBOURNE
900 EAST STRAWBRIDGE AVENUE
MELBOURNE, FL 32901-4739

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY

(VALID FOR 60 DAYS)
07/17/2002-09/14/2002

<u>UTILITY NAME</u>	<u>MANAGER</u>
MAYOR, CITY OF PALM BAY 120 MALABAR ROAD, S.E. PALM BAY, FL 32907-3009	
MAYOR, CITY OF ROCKLEDGE P. O. BOX 488 ROCKLEDGE, FL 32955	
MAYOR, CITY OF SATELLITE BEACH 565 CASSIA BLVD. SATELLITE BEACH, FL 32937-3197	
MAYOR, CITY OF TITUSVILLE P. O. BOX 2806 TITUSVILLE, FL 32781-2806	
MAYOR, CITY OF WEST MELBOURNE 2285 MINTON ROAD WEST MELBOURNE, FL 32904-4916	
MAYOR, TOWN OF INDIALANTIC 216 FIFTH AVENUE INDIALANTIC, FL 32903-3199	
MAYOR, TOWN OF MALABAR 2725 MALABAR ROAD MALABAR, FL 32950-1427	
MAYOR, TOWN OF MELBOURNE BEACH 507 OCEAN AVENUE MELBOURNE BEACH, FL 32951-2523	
MAYOR, TOWN OF MELBOURNE VILLAGE 555 HAMMOCK ROAD MELBOURNE VILLAGE, FL 32904-2513	

LIST OF WATER AND WASTEWATER UTILITIES IN BREVARD COUNTY

(VALID FOR 60 DAYS)

07/17/2002-09/14/2002

UTILITY NAME

MANAGER

MAYOR, TOWN OF PALM SHORES
151 PALM CIRCLE
PALM SHORES, FL 32940-7209

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

STATE OFFICIALS

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

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

EXHIBIT 6

NOTICE OF ACTUAL APPLICATION

— AN AFFIDAVIT

TO : EACH CUSTOMER

— COPY OF NOTICE
ATTACHED.

AFFIDAVIT

I, EILEEN G. ROGOW, do solemnly swear or affirm 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 each customer of the system being transferred.

BY: *Eileen G Rogow*
Applicant's Signature

EILEEN G. ROGOW

Applicant's Name

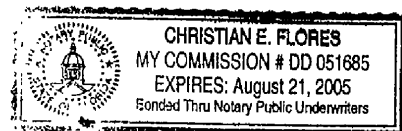
PRESIDENT

Applicant's Title

Subscribed and sworn to before me this 20 day of the month of August in the year of 2002 by EILEEN G. ROGOW who produced the following identification

DL # R200-207-44-729-0
Type of Identification Produced

Christian E Flores
Notary Public's Signature



Print, Type or Stamp Commissioned Name of Notary Public

Information Package to Comply with Rule 25-30.037(3), Florida Administrative Code
FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

(Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on August 19, 2002, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of majority organizational control of COLONY PARK UTILITIES, INC. from LENORE WARREN to EILEEN ROGOW, providing service to the following described territory in Brevard County, Florida.

The utility is located in North Merritt Island, in parts of Sections 14, and 15, Township 23 South, Range 36 East, and serves primarily the residents of Colony Park Mobile Home Village and some of the surrounding homes (approximately 150).

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk and Administrative Services, 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.

Colony Park Utilities, Inc.
8116 Hibiscus Circle,
Tamarac, Florida 33321

Exhibit 6

COLONY PARK UTILITIES, INC.

MERRITT ISLAND, FL. 32953

DATE: AUGUST 15TH, 2002

PROOF OF MAILING

Re: Florida Public Service Comm.

"LEGAL NOTICE" As Required. (ATTACHED COPY)

227 ENVELOPES TO LOCAL ZIP CODE 32953

29 ENVELOPES TO MISCELLANEOUS ZIP CODES.

• AFFIDAVIT OF PROOF OF MAILING

• By: Arthur A. Rogow
Arthur A. Rogow

Witness: Hope Dunn
Hope DUNN

Product Description	Sale Qty	Receipt Unit Price	Final Price
\$7.40 Nondenom Antique Toys PSA Bk	12	\$7.40	\$88.80
37c Harry Houdini PSA	16	\$0.37	\$5.92
Total:			\$94.72
Paid by: Credit Card			\$94.72

Bill#: 1000600472715
Clerk: 15

Refunds only per DMM P014
Thank you

EXHIBIT 7

NOTICE OF ACTUAL APPLICATION
— AN AFFIDAVIT

TO : PUBLISHED NEWS PAPER
+ PROOF OF PUBLICATION.

AFFIDAVIT

I, EILEEN G. ROGOW, do solemnly swear or affirm 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.

BY: Eileen Rogow
Applicant's Signature

EILEEN G. ROGOW

Applicant's Name

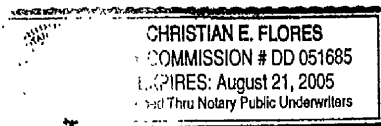
PRESIDENT

Applicant's Title

Subscribed and sworn to before me this 9 day of the month of August in the year of 2002 by EILEEN G. ROGOW who produced the following identification

DL# R200-207-44-729-0
Type of Identification Produced

Christian E. Flores
Notary Public's Signature



Print, Type or Stamp Commissioned Name of Notary Public

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FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

(Section 367.071, Florida Statutes)

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Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk and Administrative Services, 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.

Colony Park Utilities, Inc.
8116 Hibiscus Circle,
Tamarac, Florida 33321

The REPORTER

Published Weekly

STATE OF FLORIDA
COUNTY OF BREVARD

Before the undersigned authority personally appeared Bonnie Berry who on oath states that she is

Legal Advertising Specialist of The REPORTER a newspaper published in Brevard

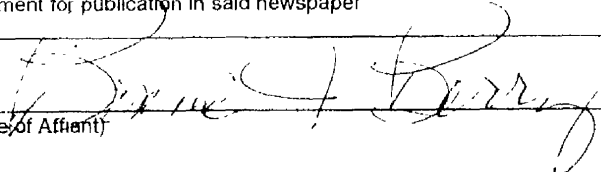
County, Florida, that the attached copy of advertising being a LEGAL NOTICE

in the matter of Organizational Control of COLONY PARK UTILITIES, INC.

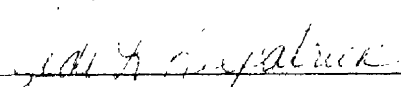
in the _____ Court was published in The REPORTER

in the issues of AUGUST 15, 22, 2002

Affiant further states that The REPORTER is a newspaper published in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida, regularly as stated above, and has been entered as periodicals matter at the post office in Melbourne, said Brevard County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper


(Signature of Affiant)

Sworn to and subscribed before me this 22nd day of AUGUST 2002.

(Signature of notary public) 

JODI L. KILPATRICK

(Name of Notary typed, printed or stamped)

Personally Known X or Produced Identification _____

Type of Identification Produced _____

AD#882381-8/15, 8/22/2002

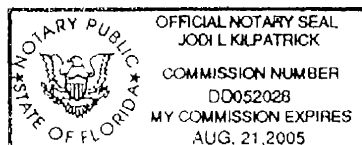
LEGAL NOTICE

Notice is hereby given on August 19, 2002, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of majority organizational control of COLONY PARK UTILITIES, INC. from LENORE WARREN to EILEEN ROGOW, providing service to the following described territory in Brevard County, Florida

The utility is located in North Merritt Island, in parts of Sections 14, and 15, Township 23 South, Range 36 East, and serves primarily the residents of Colony Park Mobile Home Village and some of the surrounding homes (approximately 150)

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk and Administrative Services, 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

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8116 Hibiscus Circle
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AD/882381-8/15, 8/22/2002

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Colony Park Utilities, Inc.
8116 Hibiscus Circle
Tannerac, Florida 33321

Att N: Phillip Young

Copy of AD to be published

Ad cost will be \$73.92

*Thank you,
Donnie Perry*

THE REPORTER
P.O. BOX 411000
MELBOURNE, FL 32941-1000
(321) 242-3980
Fax (321) 242-3957

*OK'd 8/12/02
will appear 8/15 & 8/22*

EXHIBIT 8

COPY OF DEEDS / TAX CERTIFICATE
(SHOWING UTILITY OWNS
THE LAND)

AMERICAN BUSINESS FORMS 407-725-5255

RETURN WITH PAYMENT

ROD NORTHCUTT, CFC
BREVARD COUNTY TAX COLLECTOR

MT Lot
2001

NOTICE OF AD VALOREM AND NON-AD VALOREM ASSESSMENTS

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
2315511 DUPLICATE 11/07/2001		6730		6730	2200

12:14:04

COLONY PARK UTILITIES INC
32 MANGROVE DR
MERRITT ISLAND FL 32953

23 36 15 00 751

S 1/2 OF SE 1/4 EX PB 20 PG 18
PB 20 PG 107, ORB 1068 PG 449,
1079 PG 48, 1297 PG 39 EX ORB 1395
SEE TAXROLL FOR ADDITIONAL LEGAL

PAY IN U.S. FUNDS THRU U.S. BANK TO ROD NORTHCUTT TAX COLLECTOR • P.O. BOX 2500 TITUSVILLE, FL 32781-2500

IF PAID IN MONTH OF	NOV	DEC	JAN	FEB	MAR
	141.30	142.77	144.25	145.72	147.19

012315511>>000014719

AMERICAN BUSINESS FORMS 407-725-5255

RETURN WITH PAYMENT

ROD NORTHCUTT, CFC
BREVARD COUNTY TAX COLLECTOR

2001

NOTICE OF AD VALOREM AND NON-AD VALOREM ASSESSMENTS

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
2315515 DUPLICATE 11/07/2001		30740		30740	2200

12:14:32

PRIOR YEAR TAXES UNPAID

COLONY PARK UTILITIES INC
137 ST CROIX AVE
COCOA BCH FL 32931

23 36 15 00 757

6710 ORLEANS CT
PART OF S 1/2 OF SE 1/4 AS DES IN
ORB 1474 PG 1008

PAY IN U.S. FUNDS THRU U.S. BANK TO ROD NORTHCUTT TAX COLLECTOR • P.O. BOX 2500 TITUSVILLE, FL 32781-2500

IF PAID IN MONTH OF	NOV	DEC	JAN	FEB	MAR
	760.41	768.33	776.25	784.17	792.09

012315515>>000079209

EXHIBIT 9

REVISED TARIFF SHEET(~~2~~3)

(ORIGINAL + 2 COPIES)

STATE OF FLORIDA

COMMISSIONERS:
LILA A. JABER, CHAIRMAN
J. TERRY DEASON
BRAULIO L. BAEZ
MICHAEL A. PALECKI
RUDOLPH "RUDY" BRADLEY



TIMOTHY DEVLIN, DIRECTOR
DIVISION OF ECONOMIC REGULATION
(850) 413-6900

Public Service Commission

March 20, 2002

Mr. William Warren
Colony Park Utilities, Inc.
1447 Newfound Harbor Drive
Merritt Island, FL 32952

Re: Correction to Tariff Sheet

Dear Mr. Warren:

The following tariff sheets have been approved effective on March 19, 2002:

Wastewater

Fifth Revised Sheet No. 16.0

Seventh Revised Sheet No. 17.0

Please incorporate these tariffs into the approved tariff on file at the utility's office. If you have any questions, please call Tracey Biggins at (850) 413-6844.

Sincerely,

A handwritten signature in black ink that reads "Tim Devlin".

Tim Devlin
Director

TD:tb
Enclosure: 2
cc: Division of Economic Regulation (Biggins, Rendell)

NAME OF COMPANY COLONY PARK UTILITIES, INC

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater 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

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$6.14
	1"	\$15.36
	1 1/2"	\$30.71
	2"	\$49.14
	3"	\$98.26
	4"	\$154.53
	6"	\$309.07

GALLONAGE CHARGE- Per 1,000 Gallons (10,000 gallon maxium) \$1.80

MINIMUM CHARGE - The appropriate Base Facility Charge.

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 wastewater service, service may then be discontinued.

EFFECTIVE DATE - March 19, 2002

TYPE OF FILING - Correction to Tarriff Sheet

Lenore Warren
ISSUING OFFICER

President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-02-0034

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE March 19, 2002

TIM DEVLIN

DIRECTOR
DIVISION OF ECONOMIC REGULATION

NAME OF COMPANY COLONY PARK UTILITIES, INC.

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APPROVED

AUTHORITY NO. WS-02-0034

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE March 19, 2002

TIM DEVLIN

DIRECTOR
DIVISION OF ECONOMIC REGULATION

EXHIBIT 10

^L
UTILITY'S CURRENT CERTIFICATE(S)

Part V - "c"



Department of Environmental Protection

Jeb Bush
Governor

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

David B. Scruhs
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

Colony Park Utilities

PERMIT NUMBER:

FLA010377

PA FILE NUMBER:

FLA010377-001-DW3P

ISSUANCE DATE:

Mar. 5, 2002

EXPIRATION DATE:

March 4, 2007

RESPONSIBLE AUTHORITY:

Mr. Arthur Rogow
President
8116 Hibiscuss Circle
Tamarac, FL 33321-2133

FACILITY:

Colony Park Trailer Park WWTF
6710 Orleans Court
Merritt Island, FL
Brevard County
Latitude: 28° 28' 42" N Longitude: 80° 42' 38" W

This permit is issued under the provisions of Chapter 403, Florida Statutes, and applicable rules of the Florida Administrative Code. The above named permittee is hereby authorized to operate the facilities shown on the application and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TREATMENT FACILITIES:

An existing 0.070 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant consisting of aeration, secondary clarification, chlorination and aerobic digestion of residuals.

REUSE:

Land Application: An existing 0.070 MGD AADF permitted capacity rapid rate restricted public access land application system (R-001). R-001 consists of three (3) percolation ponds (19,800± square feet total wetted area) located approximately at latitude 28° 28' 42" N, longitude 80° 42' 38" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements and other conditions set forth in Pages 1 through 14 of this permit.