

Security

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October 31, 2002

Patti Daniel, Supervisor of Certification
Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Docket No. 020945-SU Application for Transfer of Certificate No. 473-S
in Highlands County from Creola, Inc. To Francis I Amenities Corporation,
Inc. Trust

Dear Ms. Daniel:

This letter is being written in response to your letter dated September 24, 2002 which requested additional information, clarification and corrections of deficiencies regarding the Application for Transfer of Certificate No. 473-S in Highlands County from Creola, Inc. to Francis I Amenities Corporation, Inc. Trust (Application). For convenience, I will set forth my responses in the same order as the inquiries contained in your letter.

Deficiencies

1. Name of Buyer. The name of the entity that will hold title to the wastewater utility assets is the "Francis I Amenities Corporation, Inc. Trust" (Trust). The Trust Agreement is set forth in Tab M in the Application. Since Francis I Amenities Corporation, Inc. is the designated Trustee and will sign any and all legal documents on behalf of the Trust as Francis I Amenities Corporation, Inc., as Trustee, to be prudent, Francis I Amenities Corporation, Inc. registered its Trustee name as a fictitious name with the Florida Department of State, Division of Corporation.
2. Public Interest. Attached you will find September 30, 2002 Balance Sheets for Francis I Amenities Corporation, Inc. Trust and Francis I Amenities Corporation, Inc. As you can see, given the amount of capital contributions by the owners, the utility's owners have made substantial investment in the utility and, therefore, have demonstrated their financial commitment. Because they are also customers, they bring with them their individual motivations to make sure the wastewater utility continues to provide reasonable and adequate service to all of its customers. I've also attached a statement signed by Richard Beeler, as President of Francis I Amenities Corporation, Inc. in its capacity as Trustee of the Trust and manager of the utility system, regarding the buyer's intent to fulfill the commitments, obligations and representations of the seller with regard to utility matters.

DOCUMENT NUMBER-DATE

11980 NOV-18

FPSC-COMMISSION CLERK

*ORIG TARIFF + DISKETTE
FORWARDED TO ECR/RIEGER*

3. Notice of Actual Application. The reissued notices were submitted under separate cover to the Florida Public Service Commission (FPSC) on September 25, 2002.
4. Transfer Without Prior Commission Approval. The entire Purchase and Sale Agreement not only contained the Contract for Purchase and Sale but it also included a number of addendums, agreements and exhibits. The buyer never intended to transfer the utility without prior Commission approval. In fact, the buyer and the seller specifically addressed the issue of FPSC jurisdiction regarding the transfer in the exhibit "99-Year Lease Agreement for Wastewater Treatment Facilities" (Lease Agreement) found behind Tab M in the Application. The heading of the Lease Agreement does not fully reflect all the issues that are contained in the Lease Agreement. The Lease Agreement not only addresses the lease but also sets forth the necessity for the lease due to FPSC regulatory authority and it establishes the parameters for the transfer of the wastewater utility system. In particular, the Agreement addresses the release of the transfer documents, which are being held by an escrow agent, upon the approval of the Transfer of the Certificate by the FPSC. In other words, the transfer of the utility assets cannot be consummated without prior approval of the transfer of the Certificate by the FPSC. Therefore, both the buyer and the seller certainly acknowledged the FPSC regulatory authority and specifically addressed it in the totality of the Purchase and Sale Agreement by means of the Lease Agreement found behind Tab M in the Application. The parties would hope that their mutual understanding as set forth in the Lease Agreement is sufficient evidence of a contractual agreement and any further evidence, or post-dated agreement, which might be labeled as an addendum is, at this date, unnecessary.
5. Filing Fee. Pursuant to Rule 25-30.020, F.A.C., an equivalent residential connection (ERC) is defined as 280 gallons per day (gpd) for wastewater service. Furthermore, the FPSC Water and Sewer Department Standard Operating Procedure for Water and Sewer Engineering No. 4012, Table of Daily Flows for Various Occupancies, sets forth water/wastewater flows for various occupancies including mobile homes, apartments, restaurants, motels/hotels and travel trailer parks. Per the attached worksheet, using the designated flow by type of occupancy, the total flow from all the various types of units within the existing certificated area would be 123,815 gpd. Dividing the total flow of 123,815 gpd by the 280 gpd/ERC yields 442.2 total ERC's. Pursuant to Rule 25-30.020 F.A.C., given there is a total of 442.2 ERC's, Francis I remitted a \$750.00 fee with the Application for Transfer of Wastewater Certificate No. 473-S held by Creola, Inc.

Additional Information

1. **Missing Exhibits.** The Operating Agreement references an "Exhibit 2" twice, once in Section 3 (paragraph 3.4.10) pertaining to a fee for collecting and accounting for sums due from the customers to the utility (customer billing and collection services) and then again in Section 4 pertaining to manager fees for performing the managerial services outlined in the Operating Agreement. The language in the Operating Agreement leads one to conclude that "Exhibit 2" is supposed to be a schedule of fees and charges. Unfortunately, no "Exhibit 2" existed as of the date of closing nor does an "Exhibit 2" exist as of today. The Utility will be allocated costs and expenses on a monthly basis for billing and management services from Francis I Amenities Corporation, Inc. for the services being provided. Finally, the Operating Agreement does not reference any other exhibits or exhibit numbers in the body of the contract which is located behind Tab A in the Application.

There are three blank exhibits attached to the Trust Agreement between Francis I Amenities Corporation, Inc. and Francis I Amenities Corporation, Inc., as Trustee. Attached please find a completed Exhibit "A" which is the list of members of Francis I Amenities Corporation Inc. at the date of execution of the Trust. You will also find Exhibit "B", the deed to the real property inclusive of the wastewater treatment plant site, which is resubmitted as an attachment herein and also can be found behind Tab M in the Application. The wastewater treatment plant, collection lines, lift station and other appurtenances which comprise the wastewater collection, pumping, treatment and disposal facilities (the tangible personal property) will be transferred directly to the Trust from Creola, Inc., by means of a Bill of Sale, upon approval of the Certificate transfer by the FPSC (see Lease Agreement behind Tab M in the Application). The Management Agreement, designated as a blank Exhibit "C" attached to the Trust Agreement, has been incorporated into and made part of the "Operating Agreement", which is the Exhibit "D" set forth in the Trust Agreement, and can be found behind Tab A in the Application and has been resubmitted herein with the attached enclosures.

2. **Utility Services Provided.** The Utility only provides wastewater services. The potable water is provided by the City of Sebring (City). Since the mobile home park is outside the City's limits, the City provides water through a connection located just outside of the Park. The City reads the meters in the Park and then bills the water usage directly to the individual users. However, the City would not and did not take ownership of the water lines within the Park. The Park owner is responsible for the repair and maintenance of

the water lines in the Park. As a result, the water lines have been transferred to the Trust along with the wastewater system. However, the water system never sought, nor received, a water certificate given the fact that the City is billing the customers directly for their individual water usage.

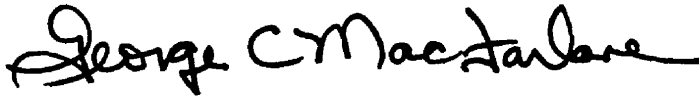
3. Life Lease. At the time of closing, there were ten life leases which contained provisions wherein the garbage collection fees, the monthly wastewater bills and, sometimes, the lawn maintenance costs for the lots were included in their total monthly lease payments. The Francis I Cooperative Association, Inc. (f/k/a Francis I Mobile Homeowners Assn., Inc.) pays the appropriate wastewater monthly charges to the Utility, for the customers subject to the Life Leases, which the Utility in turn records as revenues. Using the methodology as described, the Utility records the proper gross wastewater revenues on which it will calculate and pay the FPSC's appropriate regulatory assessment fees.
4. Regulatory Assessment Fees and Annual Reports. Attached is a statement signed by Richard Beeler, as President of Francis I Amenities Corporation, Inc. in its capacity as Trustee of the Trust and manager of the utility system, regarding the utility's intention, as well as the manager of the utility system's intention, to file the 2002 FPSC Annual Report as well as report and pay the appropriate regulatory assessment fees for 2002. Furthermore, the statement acknowledges the intent of the utility and its manager to continue to file all future reports which are required by the FPSC.
5. Tariff Sheets. Please find enclosed an original and two copies of the revised wastewater tariff reflecting the authorized issuing officer's name and title.
6. Tax Returns. On September 17, 2002, the FPSC sent a notice to Mr. David L. Hickman, President of Creola, Inc., informing him that the FPSC will conduct an audit to establish rate base for the transfer of the Utility in accordance with Commission audit procedures. Prior to that date, Mr. Hickman did provide certain tax return depreciation schedules that were used to support the cost of the additions to rate base from 1997 to 2001. Subsequently, Mr. Hickman received phone calls from Mr. Richard Brown, the FPSC auditor assigned to conduct the audit, as well as from Mr. George MacFarlane of Regulatory Consultants, Inc. Mr. Hickman was informed that the FPSC wished to see the original invoices for all wastewater plant additions that were added from 1997 to the time of the transfer. Mr. Hickman was also informed that the FPSC auditor would need to review the federal tax returns for Creola, Inc. for the same time frame. Mr. Hickman is in the process of locating the original invoices and copies of all the appropriate tax returns.

Patti Daniel, Supervisor of Certification
October 31, 2002
Page 5

Since Creola, Inc.'s rate base was audited for the period ended December 31, 1996, according to the Compliance Audit Report dated June 23, 1997, Audit Control #97-037-3-1, Creola, Inc. would hope that January 1, 1997 should be the starting place for an audit related to the rate base of the Utility at the time of transfer.

If you should have any questions or require any further information, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "George C MacFarlane". The signature is written in a cursive, flowing style.

George C. MacFarlane
President

GCM:cm
Encs.

Cc: R. Beeler w/enclosures
D. Hickman w/o enclosures
B. Korp, Esq. w/enclosures

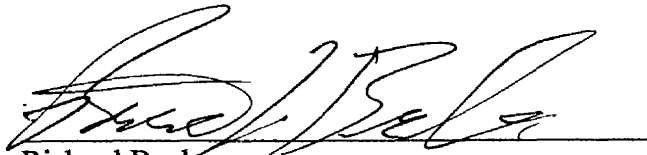
**FRANCIS I AMENTITIES CORPORATION, INC. TRUST
AND FRANCIS I AMENTITIES CORPORATION, INC.
BALANCE SHEET
SEPTEMBER 30, 2002**

	Francis I Amenities Corp., Inc. Trust <u>9/30/02</u>	Francis I Amenities Corp., Inc. <u>9/30/02</u>
<u>ASSETS</u>		
<u>Current Assets</u>		
Cash	\$ 5,946.39	\$ 187.86
Cash Reserves - Capital Improvments		25,000.00
Cash Reserves - Loan Reserves		50,000.00
Cash Reserves - Operating		15,000.00
Total Cash & Cash Reserves	<u>5,946.39</u>	<u>90,187.86</u>
Due From Francis I Amentities Corp., Inc.	18,464.73	
Due From Francis I Cooperative Assn., Inc.	29,030.00	4,831.43
Money Due From Escrow	45,580.33	
Due From Estate Sales	151.80	2,933.05
Other Receivables		100.00
Total Receivables	<u>93,226.86</u>	<u>7,864.48</u>
Prepaid Insurance		1,564.26
Total Current Assets	<u>99,173.25</u>	<u>99,616.60</u>
<u>Fixed Assets</u>		
Improvements	244,980.00	323,360.00
Land	502,520.00	323,360.00
Utility Plant In Service	340,000.00	
Other Assets	3,428.57	8,372.48
Total Cost of Fixed Assets	<u>1,090,928.57</u>	<u>655,092.48</u>
<u>Other Assets</u>		
Real Estate and Other Closing Costs	151,892.91	24,143.88
Total Other Assets	<u>151,892.91</u>	<u>24,143.88</u>
Total Assets	<u>\$ 1,341,994.73</u>	<u>\$ 778,852.96</u>
<u>LIABILITIES AND EQUITY</u>		
<u>Current Liabilities</u>		
Due To Francis I Ament. Corp., Inc. Trust		\$ 18,464.72
Due To Francis I Cooperative Assn., Inc.		34,108.18
Payroll Liabilities		968.09
Deferred Income - Sewer	\$ 4,764.00	
Total Current Liabilities	<u>4,764.00</u>	<u>53,540.99</u>
<u>Long Term Liabilities</u>		
Due to Republic Bank	372,000.00	496,000.00
Total Long Term Liabilities	<u>372,000.00</u>	<u>496,000.00</u>
Total Liabilities	<u>376,764.00</u>	<u>549,540.99</u>
<u>Trust and Shareholders' Equity</u>		
Shareholders'/Grantors' Contributions	960,445.00	297,572.00
Retained Earnings	4,785.73	(68,260.03)
Total Equity	<u>965,230.73</u>	<u>229,311.97</u>
Total Liabilities and Equity	<u>\$ 1,341,994.73</u>	<u>\$ 778,852.96</u>

Note: The balances in the above Balance Sheets are subject to year-end adjustments due to the fact that a year-end review has not been completed to date.

**STATEMENT OF INTENT TO FULFILL UTILITY
COMMITMENTS, OBLIGATIONS AND REPRESENTATIONS**

I, Richard Beeler, President of Francis I Amenities Corporation, Inc., which is Trustee of the Francis I Amenities Corporation, Inc. Trust and Manager of the wastewater utility system operating pursuant to Florida Public Service Commission Wastewater Certificate No. 473-S in Highlands County, do hereby state that the buyer, Francis I Amenities Corporation, Inc. Trust, and the Manager, Francis I Amenities Corporation, Inc., intend to fulfill all the commitments, obligations and representations of the seller with regard to wastewater utility matters.

A handwritten signature in black ink, appearing to read "Richard Beeler", written over a horizontal line.

Richard Beeler
President

APPLICATION TO TRANSFER CERTIFICATE NO. 473-S TO
FRANCIS I AMENTITIES CORPORATION, INC. TRUST
DETERMINATION OF TOTAL ERC's INCLUDED IN APPLICATION FOR TRANSFER

	(A)	(B)	(C)	(D)	(E)
Line No.	CUSTOMER DESCRIPTION	UNITS	GPD/UNIT	TOTAL FLOW	ERC'S @ 280 GPD
1	Mobile Home Lots - Per Lot	690	150	103,500	369.6
2	Travel Trailer Lots (R.V.) - Per Lot	34	80	2,720	9.7
3	Restaurant (McDonalds) - Per Seat	109	35	3,815	13.6
4	Restaurant (Burger King) - Per Seat	106	35	3,710	13.3
5	Restaurant (Village Inn) - Per Seat	118	35	4,130	14.8
6	Restaurant (Wendy's) - Per Seat	84	35	2,940	10.5
7	Hotel/Motel (Economy Inn) - Per Room	30	50	1,500	5.4
8	Apartments (Kendale) - Per Apartment	10	150	1,500	5.4
9	Totals			123,815	442.2
10					
11	Flow Per ERC in Accordance With 25-30.020 F.A.C.			280	
12					
13	Total ERC's Using 280 GPD/ERC			442.2	
14					
15	Total Capacity Of Wastewater Plant Serving Above Customers			87,000	
16					
17	Flow Per ERC in Accordance With 25-30.020 F.A.C.			280	
18					
19	Total ERC's Using 280 GPD/ERC			310.7	
20					
21	Given the above ERC's, using either the flow by Various Occupancies or the total capacity				
22	of the wastewater treatment plant that is serving the customers, the total ERC's for this				
23	Certificated Area is between 250 and 500 ERC's which requires an Application fee of \$750.				

EXHIBIT "A"Members of Francis I Amenities Corporation, Inc. at the date of execution of this TrustGRANTOR

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TED MARTIN
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RUTH DENBIGH
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EXHIBIT "A"Members of Francis I Amenities Corporation, Inc. at the date of execution of this TrustGRANTOR

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3 E. South St.
Liberty, IN 47353-1328

WILLIAM R. LEHMANN
5006 Normandy Court
Sandusky, OH 44870

JULIETTE L WHITEHEAD
421 Pleasant St.
New Bedford, MA 02740-590

CATHY E. KISSELL
511 Von Maxcy Road
Sebring, FL 33875

EDWARD W. NEVITT
PO Box 335
Goodland, IN 47948

Members of Francis I Amenities Corporation, Inc. at the date of execution of this Trust

GRANTOR

MAXINE W. KING
515 Von Maxcy Road
Sebring, FL 33875

CARL RHODES
HC81 Box 50
Tunnelton, WV 26444

LOWELL MONTGOMERY
522 Von Maxcy Road
Sebring, FL 33875

ROBERT BARNA
1300 Neshannock Road
Hermitage, PA 16148

WILLIAM W. TOLEDO
527 Von Maxcy Road
Sebring, FL 33875

TOM ROCKEY
10123 S. Tripp Avenue
Oak Lawn, IL 60453

IRENE GRIFFIN
534 Von Maxcy Road
Sebring, FL 33875

DENNIS WILCOX
P.O. Box 382
Temperance, MI 48182

JAMES HERBSTER
710 Valentine Lane
Hudson, MI 49247

GORDON PRY
34 Plum Avenue
Shelby, OH 44875

BEN SUOMI
Box 109
Republic, MI 49879

TRUST PROPERTY CONTRIBUTED BY GRANTOR

**** OFFICIAL RECORDS ****
BK 1554 PG 540

DEED DOC STAMPS

\$.70 D.C. JB

24-08
70

This Instrument Prepared By:

Scott E. Gordon, Esquire

Abel, Band, Russell, Collier, — P.O. BOX 1614

Pitchford & Gordon, Chartered

333 Tamiami Trail South, Suite 199

Venice, FL 34285

Venice, FL

34284-1614



WARRANTY DEED TO TRUSTEE
PURSUANT TO FLORIDA STATUTE §689.071

This Warranty Deed to Trustee is made by FRANCIS I AMENITIES CORPORATION, INC., a Florida not for profit Corporation, hereinafter referred to as "Grantor," to FRANCIS I AMENITIES CORPORATION, INC., a Florida not for profit Corporation, as Trustee Under Agreement Dated June 15, 2001, whose Employer Identification Number is _____, and whose post office address is 401 Pauline Street, Sebring, Florida 33870, hereinafter referred to alternately as "Grantee" and "Trustee."

W I T N E S S E T H :

Grantor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys to Grantee, the following described property in Highlands County, Florida:

See attached Exhibit "A"

The Identification Number for the above described real property is _____.

Subject to valid easements, reservations and restrictions of record and taxes for the current year and subsequent years.

Subject to that certain mortgage in favor of STANLEY L. FRANCIS and LUE ELLEN FRANCIS, Husband and Wife, as recorded in Official Records Book 1164, Page 0921 and as modified by Modification of Mortgage recorded in Official Records Book 1206, Page 1008, all of the Public Records of Highlands County, Florida.

Grantor hereby grants and conveys to Grantee the underlying fee to and all rights reserved to Grantor and its predecessors in regards to all easements described in that Declaration of Easement recorded in Official Records Book 1196, Page 1585, of the Public Records of Highlands County, Florida.

Grantor hereby grants to Grantee an easement for a perpetual, non-exclusive easement for ingress and egress over the streets of Francis I Mobile Home Park and such other easements are held

**** OFFICIAL RECORDS ****
BK 1554 PG 541

by Grantor in connection with the above-described property.

The terms Trustee and Grantee are used for singular or plural, as context requires.

Full power and authority is hereby granted to the Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of the property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the property, or any part thereof, to lease the property or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange the property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the property or any part thereof, and to deal with the property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the property shall be as Trustee of an express trust and not individually and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the property; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by the Trustee or on account of any representation, warranty, covenant, undertaking or agreement of the Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and entities whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with the Trustee in relation to the property, or to whom the property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the

**** OFFICIAL RECORDS ****
BK 1554 PG 542

Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to the property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or instrument, (a) that at the time of the delivery thereof the trust created by this Deed and by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his, her or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable in or to the property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the property in fee simple; that Grantor has good right and lawful authority to sell and convey the property; and that Grantor hereby fully warrants the title to the property and will defend the title against the lawful claims of all persons whomsoever.

Executed on the 15 day of June, 2001.

WITNESSES:

[Signature]
Print Name Scott E. Gordon

[Signature]
Print Name Kathleen A. Saurda

FRANCIS I AMENITIES CORPORATION,
INC., a Florida not for profit Corporation

By: [Signature]
as its authorized representative
Print Name Richard L. Bealer
Address 227 Stephen Dr.
Sebring, FL

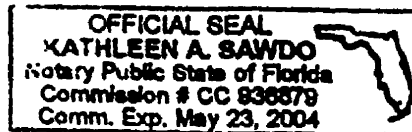
STATE OF FLORIDA
COUNTY OF Sarasota

**** OFFICIAL RECORDS ****
BK 1554 PG 543

The foregoing instrument was acknowledged before me this 15th day of June, 2001, by Richard Beeler as its authorized representative of FRANCIS AMENITIES CORPORATION, INC., a Florida not for profit Corporation.

Kathleen A Sawdo
Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ (OR) Produced Identification _____
Type of identification produced _____



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**** OFFICIAL RECORDS ****
BK 1554 PG 544

EXHIBIT "A"
TO
99-YEAR LEASE AGREEMENT FOR
WASTEWATER TREATMENT FACILITY
AND HOLDBACK AND DOCUMENT ESCROW AGREEMENT

The property upon which the Wastewater Treatment Facility and Treatment Ponds is described as follows:

A portion of the Northwest $\frac{1}{4}$ of Section 5, Township 35 South, Range 29 East, Highlands County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 115, GRAYCE'S MOBILE ESTATES ADDITION NO. 1, according to the Plat thereof, recorded in Plat Book 9, Page 4, of the Public Records of Highlands County, Florida; thence run S. $0^{\circ}51'10''$ W. along the East line of said GRAYCE'S MOBILE ESTATES ADDITION NO. 1 for a distance of 694.00 feet to a point on the South Right-of-Way line of Bonds Avenue, said point being the Point of Beginning of the Tract of Land hereinafter to be described; thence run S. $89^{\circ}43'55''$ W. along the South Right-of-Way line of said Bonds Avenue for a distance of 80.00 feet to a point; thence run S. $0^{\circ}51'10''$ W., for a distance of 269.39 feet to a point on the Northeasterly Right-of-Way line of Upper Jackson Creek Watershed Easement, said point being on a circular curve; thence run Southeasterly along the Northeasterly Right-of-Way line of said Upper Jackson Creek Watershed Easement along a circular curve to the right, having for its elements a Radius of 643.69 feet, a central angel of $33^{\circ}17'28''$ for an arc distance of 373.99 feet to a point; thence run N. $0^{\circ}51'10''$ E. for a distance of 374.75 feet to a point; thence run S. $89^{\circ}43'55''$ W. for a distance of 257.50 feet to a point; thence run N. $0^{\circ}51'10''$ E. for a distance of 50.00 feet to the Point of Beginning.

Containing 4.727 acres more or less.

FILE # 1105888 RCD: Jul 02 2001 @ 08:42AM
L. E. "Luke" Brooker, Clerk, Highlands County

EXHIBIT "C"

MANAGEMENT AGREEMENT

THE MANAGEMENT AGREEMENT IS INCORPORATED WITHIN THE
OPERATING AGREEMENT ATTACHED HERETO AS EXHIBIT "D"

EXHIBIT "D"
OPERATING / MANAGEMENT AGREEMENT

OPERATING AGREEMENT

This Agreement (the "Agreement") is made this 15 day of June, 2001, by and between Francis I Amenities Corporation, Inc. a Florida corporation (the "Manager") and Francis I Amenities Corporation, Inc. as Trustee (the "Utility").

SECTION 1. RECITATION OF FACTS.

1.1 The Utility owns and operates in Highlands County, Florida, a utility system (the "Utility System") which provides utility services to properties and the occupants thereof under a certificate issue by the Public Service Commission of the State of Florida.

1.2 The parties desire that the Manager shall commence the management and operation of the Utility pursuant to the terms and conditions contained herein.

SECTION 2. APPOINTMENT OF MANAGER.

Francis I Amenities Corporation, Inc.. shall be the manager of the Utility and shall discharge or cause the discharge of the duties of the Manager unless and until terminated as Manager pursuant to Sections 5 or 6 below.

SECTION 3. DUTIES OF MANAGER.

3.1 The Manager shall use its best efforts to carry out the duties enumerated hereunder pursuant to this Agreement and shall devote to the Utility such time as it shall deem necessary for the efficient management of the affairs of the Utility; provided, further, that nothing herein shall preclude the Manager from acting as, consistent with the foregoing, any director, officer or employee of any corporation, trustee of any trust, partner of any partnership or administrative official of any other business entity and from receiving compensation for services as such or participating in profits derived from the investments of any corporation, trust, partnership or other business entity, or from investing in any securities for its own account.

3.2 The overall management and control of the business and affairs of the Utility shall be vested in the Board of Directors of the Utility in the manner provided herein. It is the intent of the parties that the major decisions (as hereinafter defined and specified) shall be determined by the Board of Directors of the Utility but that implementation of same and the day to day operations of the Utility shall be the responsibility of the Manager as hereinafter provided. The Manager shall be responsible for the implementation of the decisions of the Board of Directors of the Utility and for conducting the ordinary and usual business and affairs of the Utility as more fully set forth herein, and as limited by this Agreement.

3.3 No act shall be taken or sum expended or obligation incurred by the Utility or the Manager with respect to a matter within the scope of any of the major decisions (the "Major Decisions") affecting the Utility, as defined below, unless each of the Major Decisions have been approved, unless otherwise provided herein, by the Utility in writing. The Major Decisions shall be the following:

3.3.1 Sale of the Utility;

3.3.2 Mortgaging or the placing of any other encumbrance on any of the assets of the Utility;

3.3.3 The initiation or defense by the Utility or the Manager of any litigation;

3.3.4 Application for or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of the assets of the Utility, or the filing of a voluntary petition or application in bankruptcy for the Utility, or the filing of a petition or application seeking reorganization or similar relief of the Utility under any bankruptcy, reorganization, arrangement, insolvency, readjustment or debt or similar law of any jurisdiction now or hereafter in effect; and

3.3.5 The entering into of any developer's agreement with any party in the Franchised Area or the amendment of any such developer's agreement in effect as of the date hereof.

3.3.6 Extension of or expansion of the Franchised Area.

3.3.7 File requests for adjustments in the rates of the Utility with those governmental agencies having jurisdiction thereof;

3.4 Subject to the provisions of Section 3.3 above, the Manager shall perform the following duties on behalf of the Utility and pursuant to this Agreement:

3.4.1 Operate the Utility System so that the occupants of each residence, building, or unit constructed within the Franchised Area of the Utility will receive adequate potable water and sewage disposal service from the Utility;

3.4.2 Implement or continue to implement any plan for the development of the Utility System;

3.4.3 Protect and preserve the title and interest of the Utility with respect to the Utility System and other assets owned by the Utility;

3.4.4 Pay all ad valorem taxes, tangible personal property taxes, franchise fees, assessments, and other impositions applicable to the Utility System and other property owned by the Utility;

3.4.5 Supervise the performance of contracts covering the construction or renovation of the Utility System and other improvements of the Utility System and to construct, maintain, operate, and expand the Utility System to serve the Franchised Area and to construct, reconstruct, install, lay, operate, maintain, repair, replace, renew, improve, alter, extend, remove, relocate, and inspect water lines, water mains, sanitary sewage collection and transmission lines, mains, pipes, laterals, manholes, valves, pumping stations, lift stations, connections, and all related and appurtenant facilities and equipment in, under, through, over, upon, and across all present and future streets, avenues and roads within the Franchised Area.

3.4.6 Negotiate developer agreements with persons or entities desiring service within the Utility's Franchised Area and collect all sums due to the Utility under current or future developer agreements and otherwise enforce the obligations of the other parties to such agreements;

3.4.7 Keep all books of account and other records of the Utility;

3.4.8 Take such actions as may be necessary or requisite to insure that the Utility is in compliance with all reasonable requirements, permits and approvals of the U.S. Environmental Protection Agency, Florida Department of Environmental Regulation, State of Florida Public Service Commission and other governmental agencies having jurisdiction over the potable water and sewage disposal operations of the Utility;

3.4.9 Retain or employ and coordinate the services of all employees, supervisors, engineers, accountants, attorneys and other persons necessary or appropriate to carry out the business of the Utility;

3.4.10 If agreed to by the Utility and for the separate fee as specified on Exhibit 2, collect and account for all sums due from customers of the Utility and in the event of nonpayment of past-due bills and penalties, and after written notice, to interrupt water and sewer service by whatever practical and legal means are permitted to the Utility;

3.4.11 To the extent that funds of the Utility are available therefor, pay all debts and other obligations of the Utility, including amounts due for construction of improvements;

3.4.12 Maintain all funds of the Utility held by Manager in a Utility account at such institutions as the Manager may select and with such signatories as the Manager may select;

3.4.13 Prepare quarterly reports for the Utility detailing all income, expenditures and the sources and applications of funds. Further, an annual report to the Utility setting forth the above items shall be prepared by Manager following the close of each fiscal year;

3.4.14 Prepare or cause to be prepared all tax returns and statements, if any, which must be filed on behalf of the Utility with any taxing authority and all reports required to be filed with governmental agencies having jurisdiction over the Utility;

3.4.15 Assign, transfer, pledge, compromise or release any claims or debts owed to the Utility, or to arbitrate or consent to arbitrate any dispute or controversy affecting the business of the Utility;

3.4.16 Procure and maintain with responsible companies such insurance as may be advisable in such amounts and covering such risks as it deems appropriate, and continue in force all policies of insurance required by any mortgage, lease or other agreement relating to the Utility System;

3.4.17 Perform other normal business functions and otherwise operate and manage the business and affairs of the Utility in accordance with and as limited by this Agreement and carry out any other activities necessary or incidental to the accomplishment of the purpose and business of the Utility and to execute, acknowledge, and deliver any and all instruments in connection therewith.

3.5 The Manager shall be obligated to perform the responsibilities and the obligations of the Manager hereunder only to the extent that funds of the Utility are available therefor.

3.6 Except as is otherwise provided herein, the Manager shall have no individual liability or obligation whatsoever arising from this Agreement except for its gross negligence or willful and wanton misconduct. By way of illustration and not by way of limitation, the Manager shall be under no duty whatsoever to execute or enter into any instrument or agreement which does not contain language acceptable to the Manager providing that the Manager shall have no personal liability whatsoever.

3.7 The Manager shall be under no duty to take any action, to pay any money or to incur any expenses in regard to any legal proceeding involving this Agreement or the Utility System unless it shall elect, in its absolute discretion, to do so and be furnished with sufficient funds or be indemnified to its satisfaction by the Board of Directors of the Utility. If the Manager is served with process or notice of legal proceedings or of any other matters concerning this Agreement or the Utility System, the sole duty of the Manager shall be to immediately forward the process or notice to the Utility and in such case, either party so notified may defend said action in the name of the Utility with counsel reasonably acceptable to the Manager.

3.9 The Manager may enter into any contract, agreement, lease, or other arrangement for the furnishing to or by the Utility of goods or services with any party or entity related to or affiliated with the Manager or with respect to which the Manager has any direct or indirect ownership or control provided that such contract, agreement, or other arrangement has commercially reasonable terms.

SECTION 4. MANAGER'S FEES.

For those services performed by Manager hereunder, Manager shall receive those fees set forth on Exhibit 2 annexed hereto which amounts are payable solely from the income and available funds of the Utility.

SECTION 5. REMOVAL OF MANAGER.

The Utility shall have the right any time to remove the Manager upon the occurrence of any of the following:

5.1 The filing of a voluntary or involuntary petition for bankruptcy concerning the Manager, which is not discharged or withdrawn in sixty (60) days; or

5.2 The material and substantial failure on the part of the Manager to perform its management duties pursuant to this Agreement, which default remains uncorrected after thirty (30) days' notice thereof from the Utility to the Manager; or

5.3 In the event of the dissolution of the Manager; provided, however that any reorganization of the Manager shall not be considered a dissolution.

5.4 The Manager may be removed and/or replaced by the Utility at any time upon sixty (60) days written notice to the Manager.

5.5 In the event of the removal of the Manager for any reason the Utility shall be obligated to pay to the Manager in full upon such termination, the fees of the Manager specified in Section 4 above, incurred or accrued through the date of such removal.

SECTION 6. RESIGNATION OF MANAGER.

6.1 The Manager may at any time subsequent to the initial six (6) months of the term hereof, resign as the Manager and from its duties under this Agreement by giving at least ninety (90) days' written notice of such intention to resign to the Utility.

6.2 Notwithstanding such resignation, the Utility shall be obligated to pay to the Manager in full upon such termination, the fees of the Manager specified in Section 5.5 above, incurred or accrued through the effective date of such resignation.

SECTION 7. OFFER OF SALE.

In the event that the Manager should receive an offer to sell all or a portion of the assets of the Utility, the Manager shall deliver such offer to Utility and shall have no further responsibility with respect thereto. All actions of the Manager relative to such sale shall be taken only upon the direction of the Utility. The Utility shall indemnify and save harmless the Manager from any

liability, loss, expense or damage incurred by it by reason of its compliance with the terms of such instructions.

SECTION 8. CONDEMNATION OF THE UTILITY.

In the event that condemnation or eminent domain proceedings are threatened or initiated which might result in the taking of any portion of the Utility's assets, the Manager shall deliver notice thereof to the Utility. All actions of the Manager relative to such proceedings shall be taken only upon the direction of the Utility. The Utility shall indemnify and save harmless the Manager from any liability, loss, expense or damage incurred by it by reason of its compliance with the terms of such instructions.

SECTION 9. DEFAULT AND REMEDIES.

In the event of any party's non-performance of any obligation or covenant under this Agreement, the non-defaulting party(s), at such party(s) election, may avail itself/themselves of the equitable remedy of specific performance or seek damages from the defaulting party by reason of such default.

SECTION 10. GOVERNING LAW AND VENUE.

This Agreement, and all of the relationships between the parties hereto, shall be construed and interpreted in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in the Circuit Court of the Tenth Judicial Circuit of the State of Florida in and for Highlands County.

SECTION 11. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure the benefit of the parties' successors and assigns. Except as provided herein or below, no party may assign the rights and obligations relative to this Agreement or any interest hereunder, in whole or in part, without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

SECTION 12. NOTICE.

Each notice or document (collectively referred to in this section as "notice") required or permitted to be given hereunder must comply with the requirements of this section. Each such notice shall be in writing and shall be delivered either by personal delivery, delivery by courier service, or by deposit with the United States Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, when it is received. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice on the fifth day after the date rejected.

The addresses of the parties to which notice is to be sent shall be those set forth below in this Section. Any party may change such address by written notice to the other parties designating the new address in accordance with this Section.

The Utility: c/o Abel, Band, Russell, Collier, Pitchford & Gordon
333 S. Tamiami Trail, Suite 199
Venice, FL 34285

The Manager c/o Abel, Band, Russell, Collier, Pitchford & Gordon
333 S. Tamiami Trail, Suite 199
Venice, FL 34285

SECTION 13. ENTIRE AGREEMENT.

This Agreement and the exhibits hereto contain the entire agreement between the parties hereto. No agent, representative, or officer of the parties hereto has any authority to make, or has made, any statements, agreements, or representations, either oral or in writing, express or implied, modifying, addition to, or changing the terms and conditions hereof, and no party has relied upon any representations not set forth in this Agreement. No dealings between the parties or custom shall be permitted to contradict, add to, or modify the terms hereof. No waiver or amendment to the provisions hereof shall be effective unless in writing and signed by all parties. The Utility acknowledges and agrees that the Manager is not bound by or is not required to act in accordance with any document or instrument to which the Manager is not a party.

SECTION 14. NO WAIVER.

The failure of any party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with that provision or any other provision of this Agreement.

SECTION 15. CONSTRUCTION OF AGREEMENT.

Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the provision shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document. Any handwritten or typed additions to this Agreement which have been initialed by the parties shall control over any inconsistent printed terms.

SECTION 16. CAPTIONS AND GENDER.

The captions used herein are for convenience only and shall not be considered in the construction of the various provisions of this Agreement. As used herein, the singular shall include the plural, and the masculine shall include the feminine and neuter genders, as appropriate.

SECTION 17. ATTORNEY'S FEES.

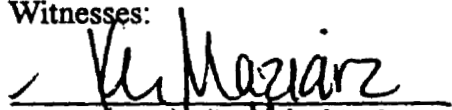
Any party failing to comply with the terms of this Agreement or any non-prevailing party in any litigation hereunder will pay all expenses, including reasonable attorney's fees, paralegal, legal assistant and similar fees and costs, including those incurred on the appellate level, incurred by any other party to this Agreement as a result of such failure.

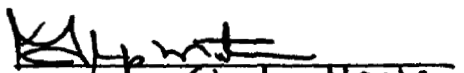
SECTION 18. REPRESENTATIVE CAPACITY.

Notwithstanding any other provision of this Agreement, each individual executing this Agreement as a representative of one of the parties hereto represents and warrants by its or her execution hereof that he or she is fully and properly authorized to represent such party and to execute this Agreement on that party's behalf and to bind the represented party to the terms set forth in this Agreement.


IN WITNESS WHEREOF, this Agreement has been executed by the Utility and the Manager.

Witnesses:

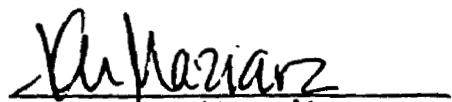

Print Name KIM MAZIARZ

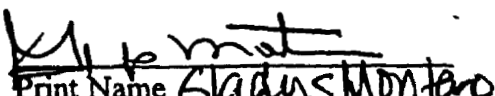

Print Name Gladys Montero

FRANCIS I AMENITIES CORPORATION, INC.,
a Florida corporation, Manager

By: 
Richard L. Beeler, President

FLDL: B460-752-42-367-0


Print Name KIM MAZIARZ


Print Name Gladys Montero

FRANCIS I AMENITIES CORPORATION, INC.,
as Trustee, Utility

By: 
Richard L. Beeler, President

STATE OF FLORIDA
COUNTY OF Highlands

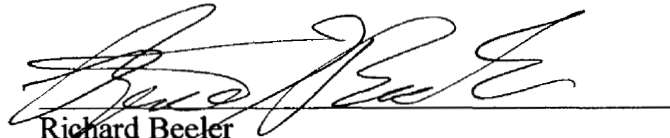
The foregoing instrument was acknowledged before me by RICHARD L. BEELER, as President of FRANCIS I AMENITIES CORPORATION, INC., as Manager, and FRANCIS I AMENITIES CORPORATION, INC., as Trustee, who is personally known to me and who executed this agreement as the act and deed of said corporation and trust.

KIM MAZIARZ
Notary Public, State of Florida
My Commission Expires Feb 5, 2002
CC #713877

Kim Maziarz
Notary Public
KIM MAZIARZ
Print Name of Notary Public
My Commission Expires:
Feb 5, 2002

STATEMENT OF RESPONSIBILITY FOR
SUBMITTING ANNUAL REPORTS AND RAF's

I, Richard Beeler, President of Francis I Amenities Corporation, Inc., which is Trustee of the Francis I Amenities Corporation, Inc. Trust and Manager of the wastewater utility system operating pursuant to Florida Public Service Commission Wastewater Certificate No. 473-S in Highlands County, do hereby state that Francis I Amenities Corporation, Inc. Trust will be responsible for submitting all future Annual Reports, in accordance with FPSC Rule 25-30.110, and Francis I Amenities Corporation, Inc. Trust will also be responsible for submitting all future Regulatory Assessment Fee Reports, in accordance to FPSC Rule 25-30.120

A handwritten signature in black ink, appearing to read 'Richard Beeler', is written over a horizontal line.

Richard Beeler
President

WASTEWATER TARIFF

FRANCIS I AMENITIES CORPORATION, INC. TRUST
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

FRANCIS I AMENITIES CORPORATION, INC. TRUST
NAME OF COMPANY

401 Pauline Street

Sebring, Florida 33875
(ADDRESS OF COMPANY LOCATION)

(863) 385-0981
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Richard Beeler
ISSUING OFFICER

Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served	4.0
Description of Territory Served	3.1-3.2
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0-6.1
Service Availability Policy	21.0
Standard Forms	17.0
Technical Terms and Abbreviations	5.0-5.1
Territory Authority	3.0

Richard Beeler
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Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 473-S

COUNTY - Highlands

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-92-0956-FOF-SU	09/09/92	910933-SU	Original
PSC-94-0569-FOF-SU	05/13/94	930847-SU	Staff Assisted Rate Case
N/A	05/29/97	961366-SU	Billing Change to Quarterly
N/A	08/02/98	98005-WS	Price Index

(Continued to Sheet No. 3.1)

Richard Beeler
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Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF
(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVEDWASTEWATER SERVICE AREA

Francis Mobile Estates I and II

A PORTION OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 29 EAST, AND A PORTION OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 89°43'55" EAST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 209.49 FEET; THENCE SOUTH 01°12'00" WEST, A DISTANCE OF 182.05 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 159.72 FEET; THENCE SOUTH 89°42'11" EAST, A DISTANCE OF 179.98 FEET; THENCE NORTH 01°12'00" EAST, A DISTANCE OF 159.73 FEET; THENCE NORTH 89°42'25" WEST, A DISTANCE OF 179.98 FEET; THENCE NORTH 01°12'00" EAST, A DISTANCE OF 182.05 FEET; THENCE NORTH 89°43'55" EAST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 453.25 FEET; THENCE SOUTH 00°53'33" WEST, A DISTANCE OF 682.26 FEET; THENCE SOUTH 89°40'55" EAST, A DISTANCE OF 329.75 FEET; THENCE SOUTH 00°52'20" WEST, A DISTANCE OF 685.64 FEET; THENCE NORTH 89°05'45" WEST, A DISTANCE OF 956.94 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SPARTA ROAD; THENCE SOUTH 00°55'55" WEST ALONG THE SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 199.66 FEET TO THE INTERSECTION WITH THE CENTER LINE OF THE UPPER JACKSON CREEK EASEMENT; THENCE SOUTH 48°39'54" EAST ALONG SAID EASEMENT CENTER LINE FOR A DISTANCE OF 14.03 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 521.67 FEET AND A CENTRAL ANGLE OF 40°36'00"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 369.09 FEET; THENCE SOUTH 89°15'54" EAST, STILL ALONG THE CENTER LINE OF SAID EASEMENT, A DISTANCE OF 1,173.64 FEET TO THE POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 573.69 FEET AND A CENTRAL ANGLE OF 65°01'10"; THENCE SOUTHEASTERLY ALONG THE ARC FOR A DISTANCE OF 651.03 FEET; TO A POINT ON THE NORTH-SOUTH QUARTER SECTION LINE; THENCE NORTH 00°48'18" EAST ALONG SAID NORTH-SOUTH LINE, A DISTANCE OF 2,066.57 FEET; THENCE NORTH 89°43'55" EAST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 380.98 FEET; THENCE SOUTH 00°16'05" EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF DESOTO ROAD; THENCE SOUTH 89°43'55" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 152.32 FEET; THENCE SOUTH 00°16'05" EAST, A DISTANCE OF 19.09 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 00°16'04" EAST, A RADIAL DISTANCE OF 47.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 49°56'03", A DISTANCE OF 41.40 FEET; THENCE SOUTH 39°47'53" WEST, A DISTANCE OF 49.25 FEET; THENCE SOUTH 06°41'46" EAST, A DISTANCE OF 70.31 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND TO A POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 46°59'11" EAST, A RADIAL DISTANCE OF 1,784.86 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND SAID ARC, THROUGH A CENTRAL ANGLE OF 03°29'16", A DISTANCE OF 108.65 FEET; THENCE SOUTH 46°30'05" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 81.00 FEET; THENCE NORTH 43°29'55" EAST, A DISTANCE OF 289.94 FEET; THENCE NORTH 00°16'05" WEST, A DISTANCE OF 67.72 FEET TO A POINT ON THE SAID SOUTH RIGHT OF WAY LINE OF DESOTO ROAD; THENCE SOUTH 89°43'55" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 122.68 FEET; THENCE NORTH 00°16'05" WEST, A DISTANCE OF 58.00 FEET TO A POINT ON THE ON THE NORTH RIGHT OF WAY LINE OF SAID DESOTO ROAD; THENCE NORTH 89°43'55" EAST ALONG THE SAID NORTH RIGHT OF WAY LINE AND PARALLEL TO THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 2,219.40 FEET TO A

Richard Beeler
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Manager
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FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF
(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

WASTEWATER SERVICE AREA

Francis Mobile Estates I and II

POINT ON THE WEST RIGHT OF WAY LINE OF HIGHLANDS AVENUE; THENCE NORTH 00°54'25" EAST ALONG SAID WEST RIGHT OF WAY LINE AND PARALLEL TO THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 840.19 FEET; THENCE SOUTH 89°43'55" WEST PARALLEL TO THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 645.83 FEET; THENCE SOUTH 50°02'25" WEST, A DISTANCE OF 355.64 FEET; THENCE SOUTH 89°43'55" WEST PARALLEL TO THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 1,317.14 FEET; THENCE SOUTH 00°16'05" EAST, A DISTANCE OF 637.88 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 5; THENCE SOUTH 89°43'55" WEST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 380.98 FEET TO THE SAID NORTH-SOUTH QUARTER SECTION LINE; THENCE SOUTH 00°48'18" WEST ALONG SAID NORTH-SOUTH LINE, A DISTANCE OF 1,138.81 FEET; THENCE NORTH 51°57'02" WEST, A DISTANCE OF 623.89 FEET; THENCE NORTH 38°18'43" EAST, A DISTANCE OF 255.61 FEET; THENCE NORTH 52°02'53" WEST, A DISTANCE OF 214.84 FEET; THENCE NORTH 38°18'43" EAST, A DISTANCE OF 64.95 FEET; THENCE SOUTH 55°27'21" EAST, A DISTANCE OF 14.47 FEET; THENCE NORTH 37°57'33" EAST, A DISTANCE OF 36.48 FEET; THENCE SOUTH 52°02'27" EAST, A DISTANCE OF 176.00 FEET; THENCE NORTH 37°57'33" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 52°02'27" EAST, A DISTANCE OF 24.00 FEET; THENCE NORTH 37°57'33" EAST, A DISTANCE OF 220.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND TO A POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 37°57'33" WEST, A RADIAL DISTANCE OF 3,087.12 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 06°30'21", A DISTANCE OF 350.54 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SEBRING DRIVE; THENCE SOUTH 38°15'50" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 240.23 FEET; THENCE NORTH 51°44'02" WEST, A DISTANCE OF 213.62 FEET; THENCE NORTH 01°01'46" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 5; THENCE CONTINUE NORTH 01°01'46" EAST, A DISTANCE OF 146.53 FEET TO A POINT ON THE SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND TO A POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 24°59'42" WEST, A RADIAL DISTANCE OF 3,087.12 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID ARC, THROUGH A CENTRAL ANGLE OF 04°42'30", A DISTANCE OF 253.69 FEET; THENCE SOUTH 04°18'51" WEST, A DISTANCE OF 123.38 FEET; THENCE NORTH 80°35'18" WEST, A DISTANCE OF 196.24 FEET; THENCE SOUTH 05°01'51" WEST, A DISTANCE OF 155.89 FEET; THENCE SOUTH 89°43'55" WEST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 437.73 FEET; THENCE NORTH 22°24'20" EAST, A DISTANCE OF 292.60 FEET; THENCE NORTH 25°33'07" WEST, A DISTANCE OF 157.82 FEET TO A POINT ON THE SAID SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND TO A POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 08°05'23" WEST, A RADIAL DISTANCE OF 3,087.58 FEET; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID ARC, THROUGH A CENTRAL ANGLE OF 02°55'48", A DISTANCE OF 157.89 FEET; THENCE SOUTH 29°50'23" EAST, A DISTANCE OF 104.78 FEET; THENCE SOUTH 82°11'48" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 03°11'48" WEST, A DISTANCE OF 340.47 FEET; THENCE SOUTH 89°43'55" WEST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 320.05 FEET; THENCE CONTINUE WESTERLY ALONG SAID LINE, A DISTANCE OF 453.25 FEET; THENCE SOUTH 01°12'00" WEST, A DISTANCE OF 182.05 FEET TO THE POINT OF BEGINNING.

Richard Beeler
ISSUING OFFICER

Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
Highlands	Francis Mobile Estates I & II	GS, RS	12.0, 13.0

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FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is FRANCIS I AMENITIES CORPORATION, INC. TRUST.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

Richard Beeler
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Manager
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FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

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FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	12.0
Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	8.0
Customer Billing	9.0	15.0
Delinquent Bills	10.0	17.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts	10.0	21.0
General Information	7.0	1.0
Grease Traps	10.0	24.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
Policy Dispute	7.0	2.0
Protection of Company's Property	9.0	13.0

(Continued to Sheet No. 6.1)

Richard Beeler
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FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	14.0
Tax Clause	10.0	23.0
Termination of Service	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater	10.0	19.0

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FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

Richard Beeler
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FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

Richard Beeler
ISSUING OFFICER

Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

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FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.
- 23.0 TAX CLAUSE - A municipal or county franchise tax levied upon a wastewater or water public utility shall not be incorporated into the rate for wastewater or water service but shall be shown as a separate item on the utility's bills to its customers in such municipality or county.
- 24.0 GREASE TRAPS - Any restaurants taking service under this tariff must regularly clean all grease traps and take all other necessary steps to prevent the passage of grease into the Company's service lines. With each month's payment, restaurant must provide evidence of compliance with this section. Restaurants failing to maintain clean grease traps or to otherwise prevent the passage of grease into the Company's service lines and system will be subject to immediate termination and liable for all grease damage to the Company's lines, mains, treatment facilities, or other equipment.

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FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	16.0

Richard Beeler
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FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- 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 Sizes:</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 7.58
	3/4"	11.37
	1"	18.93
	1 1/2"	37.87
	2"	60.59
	3"	121.18
	4"	189.33
	6"	378.68

Gallage Charge per 1,000 gallons \$3.79

MINIMUM CHARGE - Applicable Base Facility Charge (BFC)

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.

BASE FACILITY CHARGE - Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge (BFC) during that period of interruption. Any customer who attempts to circumvent this charge by closing his account (and requesting deposit refund) at the time of temporary departure and then returning several months later as a new customer will be held liable for the BFC during the disconnected months. The payment of the BFC will be made monthly.

EFFECTIVE DATE -

TYPE OF FILING - Transfer Application

Richard Beeler
ISSUING OFFICER

Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST

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
- RATE - Flat Rate \$13.80
- MINIMUM CHARGE - Applicable Flat Rate charge per month.
- 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.
- BASE FACILITY CHARGE - Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge (BFC) during that period of interruption. Any customer who attempts to circumvent this charge by closing his account (and requesting deposit refund) at the time of temporary departure and then returning several months later as a new customer will be held liable for the BFC during the disconnected months. The payment of the BFC will be made monthly.
- EFFECTIVE DATE -
- TYPE OF FILING - Transfer Application

Richard Beeler
ISSUING OFFICER

Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

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

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's account during the month of N/A each year.

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

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

EFFECTIVE DATE -

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Richard Beeler
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Manager
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FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

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

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

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

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

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

EFFECTIVE DATE -

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Richard Beeler
ISSUING OFFICER

Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST
WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>POLICY DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY</u>	<u>AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>			
5/8" x 3/4" metered service		\$ ¹	
3/4" metered service		\$ ¹	
1" metered service		\$ ¹	
1 1/2" metered service		\$ ¹	
2" metered service		\$ ¹	
Over 2" metered service		\$ ¹	
<u>Guaranteed Revenue Charge</u>			
With Prepayment of Service Availability Charges:			
Residential-per ERC/month (__)GPD		\$	
All others-per gallon/month		\$	
Without Prepayment of Service Availability Charges:			
Residential-per ERC/month (__)GPD		\$	
All others-per gallon/month		\$	
<u>Inspection Fee</u>		\$ ¹	
<u>Main Extension Charge</u>			
Residential-per ERC (__)GPD		\$	
All others-per gallon		\$	
or			
Residential-per lot (__)foot frontage		\$ ¹	
All others-per front foot		\$ ¹	
<u>Plan Review Charge</u>		\$ ¹	
<u>Plant Capacity Charge</u>			
Residential-per ERC (__)GPD	\$500.00		22.0
All others-per gallon	\$		
<u>System Capacity Charge</u>			
Residential-per ERC (__)GPD		\$	
All others-per gallon		\$	

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer Application

Richard Beeler
ISSUING OFFICER

Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0 - 21.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

Richard Beeler
ISSUING OFFICER

Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

NO DEPOSIT CHARGED

Richard Beeler
ISSUING OFFICER

Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

FRANCIS I AMENITIES CORPORATION, INC. TRUST
P.O. Box 3733
Sebring, Florida 33871-3733
(863) 385-0981

APPLICATION FOR WASTEWATER SERVICE

OWNER _____
TENANT _____

NAME: _____ TELEPHONE#: _____
_____ LOT/BLOCK#: _____

SERVICE ADDRESS: _____

BILLING ADDRESS: _____

DATE SERVICE SHOULD BEGIN: _____

SERVICE REQUESTED. WASTEWATER _____

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service, the Company reserves the right to discontinue or withhold service to such apparatus or device.
2. The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" provided by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days of written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require oral or written notice within 7 days prior to the date the Customer desires to terminate service.

SIGNED: _____

Customer's Signature

DATE: _____

Richard Beeler
ISSUING OFFICER

Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

RESIDENTIAL

Francis I Amenities Corp.	Invoice Date: 06/19/2002
P.O. Box 3733	DICK BEELER
Sebring, FL 33871-3733	Prop:CRW Unit:ST723 Acc:80

	Balance Forward	13.80
05/02/02	Payment Rcvd. - CHECK # 1467	-13.80
06/01/02	Wastewater Residential - Flat	13.80
06/03/02	Payment Rcvd. - CHECK # 1478	-13.80

Balance Due \$ 0.00

Message : Please call the office
with any questions at (863) 385-0981.

Mail To: DICK BEELER
723 Stephen Drive
Sebring, FL 33875

Francis I Amenities Corp.
Invoice Date: 06/19/2002
Unit : ST723 Acc. : 80

Balance Due \$ 0.00

Payment Amount: _____

Return this portion with payment

Richard Beeler
ISSUING OFFICER

Manager
TITLE

FRANCIS I AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

COMMERCIAL

**FRANCIS I AMENITIES CORP.
P.O. BOX 3733
SEBRING, FL 33871-3733
(863) 385-0981**

CUSTOMER NAME:

CUSTOMER ADD:

c/o
P.O. Box 36230
Louisville, KY 40233-6230

SERVICE TYPE: Wastewater

SERVICE ADDRESS: 3101 US 27 S. SEBRING, FL #559

SERVICE THROUGH: May 31 2002

METER SIZE: 2" **BASE CHARGE:** \$60.59

THOUSANDS OF GALLONS: 151

GALLONAGE CHARGE: \$3.79/1000 GALLONS \$572.29

Total Due: 

Delinquent after 5pm June 25, 2002

Richard Beeler
ISSUING OFFICER

Manager
TITLE

FRANCIS J AMENITIES CORPORATION, INC. TRUST

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 16.0
Service Availability Policy	23.0
Table of Daily Flows	23.0

Richard Beeler
ISSUING OFFICER

Manager
TITLE