

04060-WU

FLORIDA PUBLIC SERVICE COMMISSION
INSTRUCTIONS FOR COMPLETING
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF
CERTIFICATE OR FACILITIES

(Section 367.071, Florida Statutes)

General Information

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

Instructions

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

Director, Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DOCUMENT NUMBER-DATE
02602 FEB 23 83
FPSC-COMMISSION CLERK

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale,
assignment or transfer of ~~(all or part)~~ of Water Certificate No.
582-W and/or Wastewater Certificate No. _____ or facilities in
POLK 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 applicant:

KEEN SALES, RENTALS AND UTILITIES, INC.
Name of utility
(863) 421-6827 () SAME
Phone No. Fax No.
685 DYSON ROAD
Office street address
HAINES CITY, FLORIDA 33844
City State Zip Code
SKTSME1@aol.com
Mailing address if different from street address
Internet address if applicable

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

AMANDA CHAMBERS (863) 421-6827
Name Phone No.
685 DYSON ROAD
Street address
HAINES CITY, FLORIDA 33844
City State Zip Code

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

ALTURAS UTILITIES, LLC
Name of utility
(863) 421-6827 () SAME
Phone No. Fax No.
685 DYSON ROAD
Office street address
HAINES CITY, FLORIDA 33844
City State Zip Code

Mailing address if different from street address

SKTSME1@aol.com
Internet address if applicable

D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship

Other: LIMITED LIABILITY COMPANY
(specify)

E) The date and state of incorporation or organization of the buyer:

11/2003 - FLORIDA LIMITED LIABILITY CORPORATION

F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

STUART SHELDON

20 WEST TROPICAL WAY

FT. LAUDERDALE, FLORIDA 33317

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit II-A - A statement 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.

EXHIBIT II-A

ALTURAS UTILITIES, LLC IS LOOKING FORWARD TO THE CHALLENGE OF OPERATING A PRIVATE UTILITY. ALTHOUGH WE ARE A NEWLY FORMED LIMITED LIABILITY COMPANY, WE HAVE HIRED AN ADMINISTRATOR THAT HAS 8 YEARS EXPERIENCE IN THE INDUSTRY, SOME OF THOSE YEARS SPECIFICALLY WITH ALTURAS.

ALTURAS UTILITIES, LLC IS ANOTHER COMPANY IN A FAMILY OF COMPANIES. ALL OF WHICH HAVE BEEN VERY SUCCESSFUL.

ANY AND ALL OBLIGATIONS TRANSFERRED WITH THE SALE WILL BE HONORED.

- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

N/A

- C) Exhibit II-C - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

- D) Exhibit II-D - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

- E) Exhibit II-E - A statement describing the financing the purchase.

- F) Exhibit II-F - A list of all entities upon which the applicant is relying to 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.

CONTRACT FOR SALE AND PURCHASE OF
SUNRISE UTILITIES AND ALTURAS UTILITIES

THIS CONTRACT FOR SALE AND PURCHASE entered into this _____ day of January, 2004, by and between KEEN SALES, RENTALS AND UTILITIES, INC., hereinafter referred to as "Seller" and SUNRISE UTILITIES, LLC, d/b/a SUNRISE UTILITIES, LLC and SUNRISE UTILITIES, LLC, d/b/a ALTURAS UTILITIES, LLC hereinafter referred to as "Purchaser".

W

W I T N E S S E T H:

WHEREAS, Seller is the owner of Sunrise Utilities and Alturas Utilities, and

WHEREAS, Seller wishes to sell and Purchaser wishes to buy said utilities;

NOW, THEREFORE, in consideration of the sum of Ten Dollars and the mutual covenants contained therein, it is mutually agreed as follows:

1. Purchase Price. The total purchase price for Sunrise Utilities, LLC is \$90,000.00. The total purchase price of Alturas Utilities, LLC is \$45,000.00, both are payable as follows:

A. A \$10,000.00 deposit shall be paid to the Trust Account of Stephen F. Baker, Attorney-at-Law, upon the execution of this agreement, \$5,000 designated for Sunrise Utilities, LLC, and \$5,000.00 designated for Alturas Utilities, LLC.

B. The sum of \$55,000.00 payable in cash on or before the closing date. \$35,000.00 designated for Sunrise Utilities, LLC, and \$20,000.00 designated for Alturas Utilities, LLC.

C. The sum of \$50,000.00 at no interest shall be paid to Keen for Sunrise Utilities, LLC, as follows: \$35,000.00 shall be paid nine (9) months from the closing date. Final payment for Sunrise Utilities, LLC, in the amount of \$15,000.00 shall be paid to Keen eighteen months from the closing date plus Purchaser shall pay Seller dollar for dollar for the new generator to be installed after the initial closing date.

D. The sum of \$20,000.00, at no interest, shall be paid to Keen for Alturas Utilities, LLC, as follows: \$10,000.00 shall be paid nine (9) months from closing date. Final payment to Keen from Alturas Utilities, LLC, in the amount of \$10,000.00 to be paid eighteen months from closing date.

E. The unpaid balance described in paragraph C & D shall be evidenced by a Promissory Note to be signed by Purchaser and secured by a Mortgage in the form to be approved by Seller's Attorney.

2. Description. Seller shall, at closing, transfer and convey to Purchaser the following described parcels of real property:

The South 45 feet of the North 155 feet of the East 100 feet of the West 760 feet of the SW 1/4 of the NW 1/4 of Section 21, Township 28 South, Range 25 East, Polk County, Florida; also known as Lot 139, Sun Acres Unit 2, unrecorded.

LESS AND EXCEPT: Starting at the NW corner of the South 45 feet of the North 155 feet of the East 100 feet of the West 760 feet of the SW 1/4 of the NW 1/4 of Section 21, Township 28 South, Range 25 East, Polk County, Florida,

said Corner being the Northwest corner of Lot 139, of SUN ACRES UNIT 2, an unrecorded plat; thence run South along the West line of said lot 139 a distance of 18.9 feet to Point of Beginning, thence continue S along said W line a distance of 26.1 feet to the SW corner of said Lot 139; thence south 89°28' East parallel with the North boundary of said Southwest quarter of the Northwest quarter, 100 feet to the Southeast corner of said lot 139; thence N along the East line of said Lot 139 a distance of 23.74 feet, thence N 88°06'54" W, 100.05 feet to Point of Beginning.

Parcel ID No.: 163026-694500-020070 - Lot 7, Block 20, Townsite of Alturas, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 4, Page 62.

Together with the following personal property: All wells, pumps, water plant, water distribution systems, tanks, electrical equipment and other equipment owned by Seller either located on or attached to the real property described in this paragraph or used in connection with said utilities. Additionally, Seller shall convey to Purchaser all utility pipes, easements and rights to easements for the utility lines connecting to the pumps and wells which are a part of this transaction.

3. Credit for Deposits. At closing, all deposits held by Seller shall be transferred to Purchaser or alternatively, Purchaser shall receive credit for all utility deposits held by Seller.

4. Conveyance. Conveyance of the real property described herein shall be by general warranty deed free and clear of all liens and encumbrances except real property taxes currently due. All tangible personal property shall be conveyed by a Bill of Sale free and clear of all liens and encumbrances.

5. Possession of Premises. Possession of the premises shall be delivered by Seller to Purchaser on the day of closing.

6. Closing Date. This transaction shall close on or before February 10, 2004, at the offices of Stephen F. Baker, Attorney-at-Law, 800 First Street South, Winter Haven, Florida 33880.

7. Management. This Contract is contingent upon Purchaser entering into a Management Agreement with Mandy Chambers. Seller agrees that for a period of one (1) year from the date of closing Mandy Chambers may perform her management duties at the office of the Seller. Seller further agrees that in the event Mandy Chambers ceases to act as manager for Purchaser at any time within one (1) year from the date of closing, Seller will assist Purchaser in management of the business upon terms and conditions to be negotiated by Purchaser and Seller.

8. Closing Costs. Each party shall pay one-half of the costs of closing this transaction. Real and tangible personal property taxes shall be prorated to the date of closing. Each party agrees to pay one-half of the costs of title insurance and Seller will pay two-thirds (2/3) and Purchaser will pay one-third (1/3) of the attorney's fees for Stephen F. Baker, Attorney-at-Law. The parties are aware that a conflict of interest exists in relation to their representation by Stephen F. Baker, Attorney-at-Law, and agree to the conflict and waive the right to independent legal counsel.

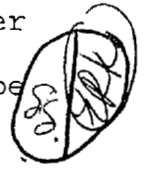
9. Title insurance. Each party shall pay one-half of the costs of title insurance on the real property being conveyed. The title insurance commitment must show the property be free and clear of all liens and encumbrances except real estate taxes for the year of conveyance. The title insurance commitment must additionally show no easements, reservations or other matters which would adversely affect the operation of a water plant, water distribution systems or utility system on the subject premises.

10. Insurance. Upon the execution of this Contract, Seller shall cause Purchaser to be added as a co-insured on any policies of casualty and liability insurance covering the real and personal property which is the subject matter of this Contract. At such time as Purchaser has received all necessary permits and licenses for operation of the water utility systems being conveyed herein, Purchaser will be responsible for obtaining its own liability and casualty insurance and Seller may delete the properties conveyed herein as well as the Purchaser from its policy of insurance.

11. Licensing and Permits. Seller agrees that it will maintain its licenses and permits on the water utility companies which are the subject matter of this agreement until such time as Purchaser shall obtain all necessary permits and licenses. Purchaser shall pay any costs and expenses incurred after the date of closing in connection with any licenses or permits covering the water utility companies which are the subject of this agreement.

If within two years from the date of closing or from the date application information from the Purchaser is furnished to the Seller for State transfer, which ever occurs later, the licensing and permitting and/or other applicable governmental authorities decline to approve the transfer of the business and the operations of the Seller to the Purchaser, Purchaser may rescind this transaction upon written notification from Purchaser to Seller that Purchaser has elected to rescind this transaction as set forth herein. Seller will refund to Purchaser the entire proceeds paid by Purchaser to Seller plus actual cost for any improvements that are Government required less any net profits actually received by

Purchaser, and Seller and Purchaser shall have no further obligations to each other. All deposits held by Purchaser will be returned to Seller. *This provision shall survive the closing.*



12. Seller is also in the process of updating Seller's computer program to use in connection with the operation of Seller's utilities. Purchaser agrees to reimburse Seller for its proportionate share of the costs for the computer up grades.

13. Purchaser's Default. In the event of Purchaser's default, Seller shall be entitled to receive the deposit paid hereunder together with any other sums paid by Purchaser as liquidated damages in consideration for Sellers execution of this Contract.

14. Seller's Default. In the event of Seller's default, Purchaser shall be entitled to either a refund of the deposit paid hereunder or alternatively, specific performance of this Contract.

15. Confidentiality. Purchaser agrees not to disclose the terms of this contract to any third parties except Purchaser's counsel, Purchaser's lenders and Purchaser's investors.

16. Entire Agreement. This constitutes the entire agreement between the parties and may not be amended except by written document signed by each of the parties to this agreement.

17. Warranty of Condition. Seller warrants that as of the date of closing all of the water utility plants, distribution systems and equipment shall be in working condition.

18. This sale is subject to the Florida Public Service Commissions's approval.

19. The Seller represents that it has no knowledge and has not received notice or information that the property of Sunrise Water System or any surrounding property is contaminated and/or contains Hazardous Substances. "Hazardous Substances" shall have the meaning ascribed in and shall include those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. #9601 et seq. and the regulations promulgated thereunder (as amended from time to time) and included oil and oil waste as those terms are defined in the Clean Water Act, 33 U.S.C. #1251 et seq. and the regulations promulgated thereunder (as amended from time to time) and the Resource Conservation and Recovery Act, 42 U.S.C. #6901 et seq. and shall include any other elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material now existing. The Seller represents that the Alturas Water System, has and has had for at least 20 years, "Charcoal Filters" installed and maintained by the State of Florida for the contaminant of EDB. The Seller has had the soil tested for the degree of the EDB and none has been found in the last two years. Seller has had storage tanks cleaned within the last six months and "new" charcoal put in the filters. Seller

will not be responsible for any further care or cost of repairs,
etc. on these filters.

IN WITNESS WHEREOF the parties hereto affix their hands and
seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

KEEN SALES, RENTALS AND
UTILITIES, INC.

BY: *Earlene Keen*

EARLENE KEEN - President

2-16-04

SUNRISE UTILITIES, LLC,
d/b/a Sunrise Utilities, LLC

BY: *Stuart Sheldon*

STUART SHELDON - Manager

EXHIBIT II-D

THE REGULATORY ASSESSMENT FEES FOR THE YEAR 2002 HAVE BEEN PAID IN FULL. THE REGULATORY ASSESSMENTS FEES FOR 2003 WILL BE PAID BY THE DUE DATE. THERE WILL BE NO OUTSTANDING COMMISSION EXPENSES.

EXHIBIT II-E

THE SALE OF ALTURAS WATER COMPANY IS A CASH SALE. THE
TERMS AND CONDITIONS ARE DESCRIBED IN THE SELLERS/BUYERS
CONTRACT.

EXHIBIT II-F

ALTURAS UTILITIES, LLC, IS A NEWLY FORMED LIMITED LIABILITY COMPANY. SINCE THE UTILITY BEING PURCHASED IS AN ALREADY ESTABLISHED COMPANY; THERE ARE NO "START UP" CHARGES. INITIAL FUNDING IS BEING PROVIDED BY A PERSONAL INVESTOR WHO HAS NO OWNERSHIP INTEREST IN THE UTILITY.

- G) Exhibit II-G - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. _____ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit N/A - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:
- | | |
|-------------------------------------|-------------------------------------|
| <u>EARLENE KEEN/AMANDA CHAMBERS</u> | <u>(863) 421-6827</u> |
| Name | Phone No. |
| <u>685 DYSON ROAD</u> | |
| Street address | |
| <u>HAINES CITY, FLORIDA</u> | <u>33844</u> |
| City | State Zip Code |
- J) Exhibit N/A - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.
- K) Exhibit II-K - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.
- L) Exhibit II-L - 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 Department of Environmental Protection (DEP).

EXHIBIT II-G

A RATE BASE WAS DETERMINED FOR THIS COMPANY BY
ORDER #PSC-99-0431-FOF-WU, DATED MARCH 3, 1999.

EXHIBIT II-K

WE HAVE TOTALLY DISCUSSED THE ISSUE OF THE TAX
RETURNS. THEY ARE IN THE OFFICES OF KEEN SALES,
RENTALS AND UTILITIES, INC. AND ARE AVAILABLE
FOR INSPECTION AT ANY TIME.

EXHIBIT II-L

WE HAVE VISITED THE WELL SITE AND SERVICE AREA ON SEVERAL OCCASSIONS AND HAVE FOUND IT TO BE IN GOOD CONDITION. THERE ARE NO OUTSTANDING DEP INFRACTIONS.

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard 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 violation, 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 to make them.

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit III-A - 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 the Division of the Commission Clerk and Administrative Services;
 - (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.

EXHIBIT III-A

AFFIDAVIT

I HEREBY CERTIFY THAT LEGAL NOTICES HAVE BEEN SENT TO ALL THE UTILITIES, GOVERNMENTAL AGENCIES AND STATE OFFICIALS ON THE LIST FURNISHED TO US BY THE FLORIDA PUBLIC SERVICE COMMISSION. A COPY OF THE NOTICE IS ATTACHED AS EXHIBIT III-A-1 AND THE LIST OF THE ENTITIES IT WAS SENT TO IS ATTACHED AS EXHIBIT III-A-2.

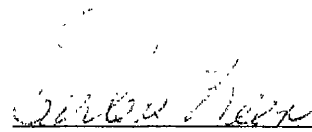

EARLENE KEEN - PRESIDENT

EXHIBIT III-A-1

TERRITORY DESCRIPTION

TOWNSHIP 30 SOUTH, RANGE 26 EAST, SECTION 16, POLK
COUNTY, FLORIDA

The Northeast 1/4 less the Northwest 1/4 of the
Northeast 1/4 and less the Northwest 1/4 of the
Northeast 1/4 of the Northeast 1/4 and less
Star Lake.

The Southeast 1/4 of the Southeast 1/4 of the
Northwest 1/4.

The North 480 feet of the Southeast 1/4.

The East 672 feet of the Southeast 1/4 less the
South 672 feet.

EXHIBIT III-A-2

UTILITIES

ANGLERS COVE WEST, LTD
AQUASOURCE UTILITY, INC.
BIEBER ENTERPRISES, INC. D/B/A BREEZE HILL UTILITIES
CHC VII, LTD.
CROOKED LAKE PARK SEWERAGE COMPANY
CRYSTAL RIVER UTILITIES, INC.
CYPRESS LAKES UTILITIES, INC.
FLORIDA WATER SERVICES CORPORATION
FOUR LAKES GOLF CLUB, LTD.
HIDDEN COVE, LTD.
LAKE HAVEN UTILITY ASSOCIATES, LTD.
MOUNTAIN LAKE CORPORATION
ORCHID SPRINGS DEVELOPMENT CORPORATION
PARK WATER COMPANY, INC.
PINECREST RANCHES, INC.
PLANTATION LANDINGS, LTD.
RIVER RANCH WATER MANAGEMENT, LLC
S.V. UTILITIES, LTD.
SPORTS SHINKO UTILITY, INC. D/B/A GRENELEFE UTILITIES
TEVALO, INC. D/B/A/ MCLEOD GARDENS WATER COMPANY
WEST LAKELAND WASTEWATER, INC.

GOVERNMENTAL AGENCIES

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
CITY MANAGER - CITY OF BARTOW
CLERK, BOARD OF COUNTY COMMISSIONERS, POLK COUNTY
DEP - CENTRAL DISTRICT
DEP - SOUTHWEST DISTRICT
MAYOR, CITY OF AUBURNDALE
MAYOR, CITY OF DAVENPORT
MAYOR, CITY OF EAGLE LAKE
MAYOR, CITY OF FROSTPROFF
MAYOR, CITY OF FT. MEADE
MAYOR, CITY OF HAINES CITY
MAYOR, CITY OF LAKE ALFRED
MAYOR, CITY OF LAKE WALES
MAYOR, CITY OF LAKELAND

MAYOR, CITY OF WINTER HAVEN
MAYOR, TOWN OF DUNDEE
MAYOR, TOWN OF HILLCREST HEIGHTS
MAYOR, TOWN OF LAKE HAMILTON
MAYOR, TOWN OF POLK CITY
MAYOR, VILLAGE OF HIGHLAND PARK
S.W. FLORIDA WATER MANAGEMENT DISTRICT
SO. FLORIDA WATER MANAGEMENT DISTRICT

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE
SERVICES - FLORIDA PUBLIC SERVICE COMMISSION

- B) Exhibit III-B - 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 III-C - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$750.00 (for water) and _____ (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.**

EXHIBIT III-B

I HEREBY CERTIFY THAT LEGAL NOTICES HAVE BEEN SENT
TO ALL THE CUSTOMERS OF ALTURAS WATER, LLC VIA
FIRST CLASS U.S. MAIL.

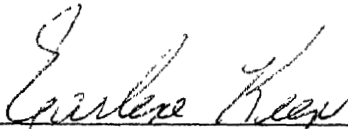

EARLENE KEEN - PRESIDENT

EXHIBIT III-C

THIS WILL BE A LATE FILED EXHIBIT.

PART V OTHER

- A) Exhibit V-A - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

- B) Exhibit V-B - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.**

- C) Exhibit V-C - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
000000-000032-015223		21,940	0	21,940	100000

P 0161885 02 AV 0.503 **AUTO T6 0 0805 33844-1 3



KEEN SALES RENTALS
 & UTILITIES INC
 685 DYSON RD
 HAINES CITY FL 33844-8587

Water Well

685 DYSON
 ALTURAS

PLEASE PAY IN U.S. FUNDS TO JOE G. TEDDER, TAX COLLECTOR
 P.O. BOX 1189, 430 E. MAIN ST. BARTOW, FL, 33831-1189, (863)534-4721



AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	TAXES LEVIED
3100 POLK COUNTY		
GENERAL REVENUE FUND	7.2470	159.00
ENV LAND ACQUISIT FUND	.1250	2.74
COMMUNITY HLTH CARE	.2800	6.14
LAND MGMT TRUST FUND	.0750	1.65
3200 POLK COUNTY SCHOOL BOARD		
GENERAL FUND	6.5780	144.32
LOCAL CAPITAL IMP.	2.0000	43.88
W PR PEACE RIVER BASIN	.1950	4.28
W SW SOUTHWEST FLORIDA WATER MGMT	.4220	9.26
**** PENALTY		55.69

TOTAL MILLAGE 16.9220 AD VALOREM TAXES \$426.96

NON-AD VALOREM ASSESSMENTS

LEVING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS		\$.00

RETAIN THIS PORTION FOR YOUR RECORDS

COMBINED TAXES AND ASSESSMENTS

\$426.96


PAY ONLY ONE AMOUNT

See reverse side for important information.

Nov 30	Dec 31	Jan 31	Feb 28	Mar 31
412.11	415.82	419.53	423.25	426.96

IF PAID BY

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
163026-694500-020070		1,450	0	1,450	100000

R
 0162029 02 AV 0.503 **AUTO T6 0 0805 33844-1 3

 KEEN SALES RENTALS AND UTILITIE
 685 DYSON RD
 HAINES CITY FL 33844-8587



ALTURAS PB 4 PG 62 BLK 20 LOT 7

PLEASE PAY IN U.S. FUNDS TO JOE G. TEDDER, TAX COLLECTOR
 P.O. BOX 1189, 430 E. MAIN ST. BARTOW, FL, 33831-1189, (863)534-4721

AD VALOREM TAXES		
TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	TAXES LEVIED
0100 POLK COUNTY		
GENERAL REVENUE FUND	7.2470	10.50
ENV LAND ACQUISIT FUND	.1250	.18
COMMUNITY HLTH CARE	.2800	.41
LAND MGMT TRUST FUND	.0750	.11
3200 POLK COUNTY SCHOOL BOARD		
GENERAL FUND	6.5780	9.53
LOCAL CAPITAL IMP.	2.0000	2.90
W PR PEACE RIVER BASIN	.1950	.28
W SW SOUTHWEST FLORIDA WATER MGMT	.4220	.61
TOTAL MILLAGE 16.9220		AD VALOREM TAXES \$24.52

NON-AD VALOREM ASSESSMENTS	
LEVING AUTHORITY	AMOUNT
NON-AD VALOREM ASSESSMENTS \$.00	

COMBINED TAXES AND ASSESSMENTS		\$24.52	PAY ONLY ONE AMOUNT	See reverse side for important information.
Nov 30 23.54	Dec 31 23.78	Jan 31 24.03	Feb 28 24.27	Mar 31 24.52

RETAIN THIS PORTION FOR YOUR RECORDS

IF PAID BY

EXHIBIT III-A-1

TERRITORY DESCRIPTION

TOWNSHIP 30 SOUTH, RANGE 26 EAST, SECTION 16, POLK
COUNTY, FLORIDA

The Northeast 1/4 less the Northwest 1/4 of the
Northeast 1/4 and less the Northwest 1/4 of the
Northeast 1/4 of the Northeast 1/4 and less
Star Lake.

The Southeast 1/4 of the Southeast 1/4 of the
Northwest 1/4.

The North 480 feet of the Southeast 1/4.

The East 672 feet of the Southeast 1/4 less the
South 672 feet.

EXHIBIT V-B

SAMPLE TARIFF SHEET

NAME OF COMPANY: ALTURAS UTILITIES, LLC

WATER TARIFF

ALTURAS UTILITIES, LLC
RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY: AVAILABLE THROUGHOUT THE AREA SERVED BY
THE COMPANY

APPLICABILITY: FOR WATER SERVICE FOR ALL PURPOSES IN PRIVATE
RESIDENCES AND INDIVIDUALLY METERED APARTMENT
UNITS.

LIMITATIONS: SUBJECT TO ALL OF THE RULES AND REGULATIONS
OF THIS TARIFF AND GENERAL RULES AND
REGULATIONS OF THE COMMISSION.

BILLING PERIOD: MONTHLY

RATE: BASE FACILITY CHARGE
METER SIZE
5/8" x 3/4" \$ 11.00
3/4" 16.50
1" 27.50
1-1/2" 55.00
2" 88.00
3" 176.00
4" 275.00
6" 550.00

GALLONAGE CHARGE
PER 1,000 GALLONS 3.25

MINIMUM CHARGE: \$11.00

TERMS OF PAYMENT: BILLS ARE DUE AND PAYABLE WHEN RENDERED. IN
ACCORDANCE WITH RULE 25-30.320, FLORIDA
ADMINISTRATIVE CODE, IF A CUSTOMER IS
DELINQUENT IN PAYING THE BILL FOR WATER
SERVICE, SERVICE MAY BE DISCONTINUED UPON
5 WORKING DAY WRITTEN NOTICE.

EFFECTIVE DATE: MARCH 26, 2001

TYPE OF FILING: TRANSFER

ISSUING OFFICER

TITLE

SAMPLE TARIFF SHEET

NAME OF COMPANY: ALTURAS UTILITIES, LLC

WATER TARIFF

ALTURAS UTILITIES, LLC
GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY: AVAILABLE THROUGHOUT THE AREA SERVED BY THE COMPANY

APPLICABILITY: FOR WATER 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

RATE: BASE FACILITY CHARGE
METER SIZE

5/8" x 3/4"	\$ 11.00
3/4"	16.50
1"	27.50
1-1/2"	55.00
2"	88.00
3"	176.00
4"	275.00
6"	550.00

GALLONAGE CHARGE 3.25
PER 1,000 GALLONS

MINIMUM CHARGE: \$11.00

TERMS OF PAYMENT: BILLS ARE DUE AND PAYABLE WHEN RENDERED. IN ACCORDANCE WITH RULE 25-30.320, FLORIDA ADMINISTRATIVE CODE, IF A CUSTOMER IS DELINQUENT IN PAYING THE BILL FOR WATER SERVICE, SERVICE MAY THEN BE DISCONTINUED UPON 5 WORKING DAY WRITTEN NOTICE.

EFFECTIVE:

TYPE OF FILING:

ISSUING OFFICER

PRESIDENT

SAMPLE TARIFF SHEETS

NAME OF COMPANY: ALTURAS UTILITIES, LLC

WATER TARIFF

ALTURAS UTILITIES, LLC
CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - BEFORE RENDERING WATER SERVICE, THE COMPANY MAY REQUIRE AN APPLICANT FOR SERVICE TO SATISFACTORILY ESTABLISH CREDIT, BUT SUCH ESTABLISHMENT OF CREDIT SHALL NOT RELIEVE THE CUSTOMER FROM COMPLYING WITH THE COMPANY'S RULES FOR PROMPT PAYMENT. CREDIT WILL BE DEEMED SO ESTABLISHED IF THE CUSTOMER COMPLIES WITH THE REQUIREMENTS OF RULE 25-30.311, FLORIDA ADMINISTRATIVE CODE.

AMOUNT OF DEPOSIT - THE AMOUNT OF INITIAL DEPOSIT SHALL BE THE FOLLOWING ACCORDING TO METER SIZE:

	RESIDENTIAL	GENERAL SERVICE
5/8" x 3/4"	\$65.00	\$65.00
ALL OVER 5/8" x 3/4"		2 X AVERAGE BILL

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 PURSUANT TO RULES 25-30.311(4) AND (4A). THE COMPANY WILL PAY OR CREDIT ACCRUED INTEREST TO THE CUSTOMERS ACCOUNT DURING THE MONTH OF _____ EACH YEAR.

REFUND OF DEPOSIT - AFTER A RESIDENTIAL CUSTOMER HAS ESTABLISHED A SATISFACTORY PAYMENT RECORD AND HAS HAD CONTINUOUS SERVICE FOR A PERIOD OF 23 MONTHS, THE COMPANY SHALL REFUND THE CUSTOMER'S DEPOSIT PROVIDED THE CUSTOMER HAS MET THE REQUIREMENTS OF RULE 25-30.311(5), FLORIDA ADMINISTRATIVE CODE. THE COMPANY MAY HOLD THE DEPOSIT OF A NON-RESIDENTIAL CUSTOMER AFTER A CONTINUOUS SERVICE PERIOD OF 23 MONTHS AND SHALL PAY INTEREST ON THE NON-RESIDENTIAL CUSTOMER'S DEPOSIT PURSUANT TO RULES 25-30-.311(4) AND (5), FLORIDA ADMINISTRATIVE CODE.

NOTHING IN THIS RULE SHALL PROHIBIT THE COMPANY FROM REFUNDING A

CUSTOMER'S DEPOSIT IN LESS THAN 23 MONTHS.

EFFECTIVE DATE -

TYPE OF FILING - TRANSFER

ISSUING OFFICER

TITLE

EXHIBIT V-C

THE ORIGINAL CERTIFICATE IS IN THE OFFICES OF
KEEN SALES, RENTALS AND UTILITIES, INC. A
COPY IS ATTACHED AS EXHIBIT V-C-1

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

582 - W

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

KEEN SALES, RENTALS AND UTILITIES, INC.

Whose principal address is:

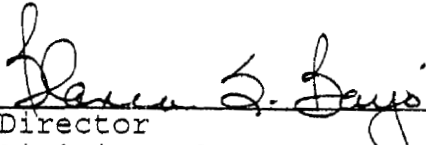
685 Dyson Road
Haines City, Florida 33844 (Polk County)

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

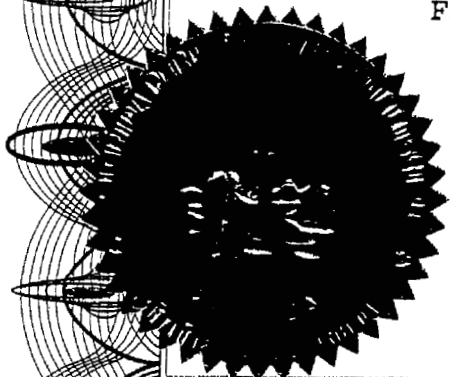
This Certificate shall remain in force and effect until
suspended, cancelled or revoked by Orders of this
Commission.

ORDER PSC-97-0152-FOF-WU	DOCKET 961007-WU
ORDER PSC-98-1294-FOF-WU	DOCKET 980751-WU
ORDER PSC-98-1752-FOF-WU	DOCKET 980536-WU
ORDER PSC-99-0431-FOF-WU	DOCKET 980536-WU
ORDER PSC-00-913-PAA-WU	DOCKET 970201-WU
ORDER PSC-00-1388-PAA-WU	DOCKET 990731-WU

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



Director
Division of Records and Reporting



PART VI AFFIDAVIT

I Earlene R. Keen (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: Earlene R. Keen
Applicant's Signature
Earlene R. Keen
Applicant's Name (Typed)
President
Applicant's Title *

Subscribed and sworn to before me this 19th day in the month of February in the year of 2004 by Earlene R. Keen who is personally known to me _____ or produced identification

Type of Identification Produced _____



Amanda M. Chambers
Notary Public's Signature
Amanda M. Chambers
Print, Type 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.