

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of West Lakeland)
Wastewater, Inc. for amendment of)
wastewater certificate in Polk)
County, Florida)
_____)

Docket No. 050502-SU

**APPLICATION FOR AMENDMENT OF CERTIFICATE
FOR AN EXTENSION OF TERRITORY**

Applicant, WEST LAKE LAND WASTEWATER, INC., ("West Lakeland," "Service Company" or "Utility") by and through its undersigned attorneys, and pursuant to Section 367.045, Florida Statutes and Rule 25-30.036(2), Florida Administrative Code, applies to the Florida Public Service Commission for amendment of its wastewater certificate to add territory in Pasco County, Florida, and in support thereof states:

**I.
APPLICANT INFORMATION**

The full name and address of the Applicant is:

WEST LAKE LAND WASTEWATER, INC.
P.O. Box 2303
Eaton Park, FL 33840-2303

The full name and address of the Applicant's attorney, to whom all Orders, notices, directives, correspondence and other communications shall be directed is:

F. MARSHALL DETERDING
ROSE, SUNDSTROM & BENTLEY
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

*Original Tariff, CERT,
& MAPs forwarded to ECR.*

DOCUMENT NUMBER-DATE

07144 JUL 26 83

FPSC-COMMISSION CLERK

II.

NEED FOR SERVICE

West Lakeland is a Class "C" wastewater utility located in Polk County, Florida. The Utility has recently received a request for service to a portion of its existing territory and an additional portion of territory outside of its existing certificated area from one developer planning to develop both. The Utility's existing wastewater facilities are relatively old and nearing capacity. In order to provide service to the developer requesting service for both the portion of its property inside the territory and that portion outside the existing Utility territory, the Utility and developer have entered into a Special Service Availability Agreement which calls for the construction of a new wastewater treatment plant to replace the existing plant and service both the existing territory in its entirety and the new territory outside of the Utility's existing certificated area for which the developer needs service.

The developer intends to begin development by the Fall of 2005 and will need service by that time. The Utility has already purchased a package sewage treatment plant under the terms of the Special Service Availability Contract and is in the early stages of permitting and construction of the new wastewater treatment facility in order to provide service to developer's property. The developer is now obtaining development approval in order to begin the process

of development of both the properties inside and outside the existing territory of service company.

There are no alternative providers of wastewater service which are financially and technically available to service developer's property.

With the arrangements agreed to under the Special Service Availability Agreement (recently filed with the Commission) the Utility will have the financial as well as the technical ability to provide service to the existing territory proposed for service herein and the new territory proposed for addition by this application.

The Utility has been providing wastewater service to its existing service territory in Polk County since approximately 1972. The Utility operates its system and provides wastewater service in accordance with all regulatory requirements. The Utility has facilities in close proximity to the territory proposed for extension, which will allow the Utility to provide service to that new area. The Utility will utilize its existing personnel and add additional personnel as may be needed in order to meet all the needs of its existing service territory and the territory proposed for service herein. The current owners have operated the Utility system since early 2001.

III.
COMPREHENSIVE PLAN

Based upon a review of the wastewater section of the Polk County Comprehensive Plan, Service Company believes that the provision of service to the proposed area is consistent with that wastewater section of the Comprehensive Plan. The extension of service to those areas contiguous to the Service Company's existing territory will allow for the most efficient provision of such services, especially in light of the contemporaneous development of those areas with those already within the existing service territory of Service Company. The new area is contiguous to the existing certificated service area currently receiving wastewater service from the Service Company.

IV.
SYSTEM INFORMATION

The wastewater territory amendment being proposed by this extension will service exclusively single family homes and no commercial properties.

Service Company currently operates a wastewater treatment facility that is relatively old and in need of expansion in order to service the remainder of the existing territory and the new areas proposed for service herein. Under the terms of the Special Service Availability Contract recently filed with the Commission, the developer of those properties both inside the existing service territory of the Service Company and outside that territory, will pay

for the great majority of the cost of a replacement sewage treatment plant. That plant will allow the Utility to provide service to its existing customers; to new customers within its existing service territory; and to all customers within the proposed extension area. All sewage collection mains in place within the existing service territory are adequately sized and located to serve all the needs within the existing service area, and within the additional area proposed for extension pursuant to this application.

The estimated number of potential wastewater ERCs in the extension area is approximately 77 single family residential connections, based upon current development plans.

V.

EVIDENCE OF OWNERSHIP

Attached hereto as **Exhibit "A"** is evidence that the Utility owns the land upon which the Utility treatment facilities that will serve the existing territory are located and a copy of the Special Service Availability Contract which calls for transfer of the new property necessary for construction of the new wastewater treatment plant which will provide service to the proposed territory.

VI.

TERRITORY DESCRIPTION

Attached hereto as **Exhibit "B"** is a description of the ~~additional territory proposed to be served using township, range and~~ section references.

VII.
TERRITORY MAPS

Attached as **Exhibit "C"** is a detailed system map showing the location of the existing facilities, proposed treatment facilities, and the territory proposed to be served. The map is of sufficient scale and detail to enable correlation with the new territory described in **Exhibit "B"**.

VIII.
EFFLUENT DISPOSAL

The Utility is planning to build a new wastewater treatment plant as a result of the proposed expansion of service territory outlined herein, and the agreements under the Special Service Availability Contract attached hereto as **Exhibit "A"**. The Utility is planning to utilize new percolation ponds located adjacent to the new sewage treatment plant, as well as to continue to utilize the existing spray field currently utilized by the Utility as the method for effluent disposal. However, the Agreement provides that to the extent reuse service is feasible in the future that the developer will agree to install the facilities necessary in order to effectuate receipt of treated effluent for reuse. The Utility treatment facilities are too small to qualify for the use of reuse under existing DEP rules and requirements, and the construction of such facilities under the Utility's current circumstances is not economically feasible.

IX.
TAX ASSESSMENT MAP

Attached hereto as **Exhibit "D"** is a copy of an official county tax assessment map with the proposed territory plotted thereon by use of metes and bounds or quarter sections with a defined reference point of beginning.

X.
CAPACITY OF EXISTING SYSTEM

The Utility's existing collection facilities which will serve the proposed territory extension are of sufficient size and capacity to serve the proposed area, as well as to continue to serve the existing territory. The new treatment facility is being designed and constructed in order to enable the Utility to continue to serve its existing area and the proposed extension.

XI.
PERMITS

The permits for construction of the onsite and offsite collection system and the new treatment facility have not yet been obtained from the Department of Environmental Protection. The Utility is currently in the process of applying for the permits for the new treatment facilities, through a major modification to its existing permit, and those permit numbers and dates will be submitted to the Commission when received.

XII.

FINANCING THE CONSTRUCTION

All onsite and offsite collection facilities and the new treatment facility will be funded by the developer of the new territory, as outlined in the Special Service Availability Contract recently filed with the Commission and attached hereto as **Exhibit "A"**. The contribution of these facilities will not only enable the Utility to upgrade its wastewater treatment system for the benefit of all customers, but will help to keep rates down through the financing of this construction through contributions-in-aid-of-construction.

XIII.

TYPES OF CUSTOMERS

The proposed extension is anticipated to serve 77 single family homes and 0 commercial ERCs.

XIV.

IMPACT ON RATES AND CHARGES

Because the construction of the new treatment and onsite collection facilities will be financed through contributions-in-aid-of-construction, there is no anticipated impact from the extension on the Utility's monthly rates and service availability charges. It is anticipated that these contributions will in fact assist the Utility in maintaining low rates in the future for all of its customers.

XV.
TARIFF SHEETS

The original and two copies of the proposed tariff sheets reflecting the additional service area are attached hereto as **Exhibit "E"**.

XVI.
CURRENT CERTIFICATE

The Applicant's current certificate is attached hereto as **Exhibit "F"** for modification once this Application is approved.

XVII.
MOST RECENT RATE ORDER

The Applicant's rates and charges were last considered and set in Order No. PSC-00-1163-PAA-SU issued on June 26, 2000 in Docket No. 990937-SU. This order resulted from an Application for a Staff Assisted Rate Increase by ABCA, Inc., the previous owner of the Applicant's wastewater utility system. That certificate and system were transferred to West Lakeland Wastewater, Inc. by Order No. PSC-01-1271-PAA-SU and Order No. PSC-01-1576-FOF-SU.

XVIII.
AFFIDAVIT

An affidavit that the Utility has tariffs and annual reports on file with the Commission is attached hereto as **Exhibit "G."**

XIX.

NOTICE OF ACTUAL APPLICATION

Attached as **Exhibit "H"** is 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. A copy of the actual notice and list of the entities noticed is attached as part of Exhibit H.

Exhibit "I" which will be late-filed is 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 property owner within the proposed territory. There are no customers currently within the proposed territory expansion area.

Exhibit "J" which will be late-filed is an affidavit that the notice of actual application was published once in a newspaper of general circulation in the service territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication will accompany the affidavit. This affidavit will be filed no later than 30 days of the filing of the Application.

XX.

FILING FEE

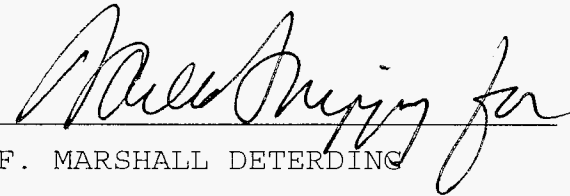
The capacity of the proposed extension will be 77 additional wastewater ERCs. ~~The filing fee enclosed with the Application is~~

\$100 based upon the areas to be extended having the proposed capacity to serve less than 100 additional ERCs.

WHEREFORE, the Applicant, West Lakeland Wastewater, Inc., requests that this Commission issue its Order amending the wastewater certificate of the Applicant to include the additional territory applied for herein.

Respectfully submitted this
26th day of July, 2005, by:

ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blainstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555


F. MARSHALL DETERDING

WEST LAKELAND WASTEWATER, INC.

Evidence of Land Ownership
Special Service Availability Contract

EXHIBIT A

Prepared By and Return To:
Pamela J. Wilkinson
Fidelity National Title Insurance Company of New York
1556 Sixth Street, SE
Winter Haven, FL 33880

File No. 01-018-1001894

Property Appraiser's Parcel I.D. (folio) Number (s)
232824-000000-001640

SS# FIDELITY NATL TITLE
OFFICE BOX

INSTR # 2001125437

OR BK 04754 PG 1377

RECORDED 07/20/2001 10:07 AM
RICHARD N. WEISS CLERK OF COURT
POLK COUNTY
DOC TAX PD (F.S. 201.02) 1,347.50
DEPUTY CLERK II, Marina

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this June 19, 2001, by ABCA, Inc., a Florida corporation hereinafter called the grantor and West Lakeland Wastewater, Inc., a Florida Corporation as to parcels II and VI and Sam A. Averett, a married person and Suzanne A. Britt, a single woman as to parcels III, IV, V, VII and VIII, whose post office address is P. O. Box 268 , Eaton Park, Florida 33840, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to the instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt, whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Tampa County, Florida viz:

SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

Subject to encumbrances, easements and restrictions of record and taxes for December 31, 2000.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

POLK OR BK 04754 PG 1378

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

ATTEST: _____
Secretary

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature

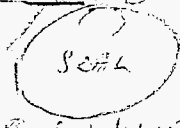
J. David L. Williams, Vice Pres.
Witness Printed Name

[Signature]
Witness Signature

Pamela C. McCarty AVP
Witness Printed Name

ABCA, Inc., a Florida corporation

By: [Signature]
Doug Carson



40 Piper, Marbury, Radnick + Wolfe
6025 Smith Avenue
Baltimore, MD 21209-3600

STATE OF Virginia

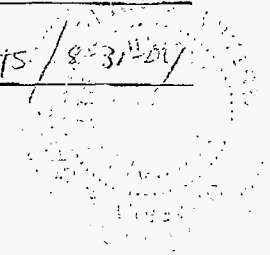
COUNTY OF Fairfax

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Douglas A. Carson

to me known to be the Vice President and [Signature] respectively of the corporation named as the grantor in the foregoing deed, or who have produced Knowledge as identification, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of June.

[Signature]
Notary Public
Rimberly E. Watts / 8-31-07
Printed Name of Notary
My Commission Expires:



As No. 01-018-1001894
Title Order No. 01001894

POLK OR BK 04754 PG 1379

EXHIBIT ONE

Parcel II

Utility Site of The Village-Lakeland, Unit Number Three, according to map or plat thereof recorded in Plat Book 62, Page 14, Public Records of Polk County, Florida.

Parcel III

The North 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 28 South, Range 24 East, Polk County, Florida, LESS AND EXCEPT the South 70 feet of the West 150 feet; and LESS AND EXCEPT the North 100 feet of the West 435.6 feet; and LESS AND EXCEPT right of way for Reynolds Road.

Parcel IV

The Northeast 1/4 of the Northwest 1/4 of Section 23, Township 28 South, Range 24 East, Polk County, Florida, LESS AND EXCEPT the plat of The Village-Lakeland, Unit Number Three, according to the map or plat thereof recorded in Plat Book 62, page 14, Public Records of Polk County, Florida; and LESS AND EXCEPT the following described parcel: Beginning 1622 feet East of the Northwest corner of said Section 23; run thence South 0°01'00" East, 100.37 feet; thence South 89°55'30" East, 130 feet; thence North 0°01'00" West, 100.16 feet; thence North 89°55'30" West, 130 feet to the point of beginning.

Parcel V

The Southeast 1/4 of the Northwest 1/4 of Section 23, Township 28 South, Range 24 East, Polk County, Florida.

Parcel VI

The West 1/4 of the Southeast 1/4 of Section 23, Township 28 South, Range 24 East, Polk County, Florida.

Parcel VII

The North 300 feet of the East 1/2 of the Southwest 1/4; the East 500 feet of the South 500 feet of the North 800 feet of the East 1/2 of the Southwest 1/4; the East 320 feet of the South 600 feet of the North 1400 feet of the East 1/2 of the Southwest 1/4; and the East 220 feet of the East 1/2 of the Southwest 1/4; LESS AND EXCEPT the North 1400 feet thereof, all being in Section 23, Township 28 South, Range 24 East, Polk County, Florida.

Parcel VIII

The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 28 South, Range 24 East, Polk County, Florida, LESS AND EXCEPT the following described parcel:

Commencing at the Southwest corner of said Section 14; thence South 89°55'30" East, along the South boundary thereof 1325.00 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 14 and the point of beginning; continue thence South 89°55'30" East, 427.00 feet; thence North 0°01'00" West 339.84 feet; thence North 89°55'30" West, 427.00 feet, more or less, to the East boundary of said Southwest 1/4 of the Southwest 1/4; thence Southerly along said East boundary 339 feet, more or less, to the point of beginning.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Beginning at the Northwest corner of Lot 1 of the plat of The Village-Lakeland, Unit Number Three, according to the

map or plat thereof recorded in Plat Book 62, page 14, Public Records of Polk County, Florida; thence run Northerly along an extension of said West boundary of said Lot 1 thereof to the water's edge of lake; thence meandering Southeasterly along said water's edge to the Northeast corner of said Lot 1; thence Southwesterly along the Northerly boundary of said Lot 1 to the point of beginning.

POLK OR BK 04754 PG 1300

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into this 6th day of May 2005 2005, by and between SanTrust, Ltd., 738 Rugby Street, Orlando, Florida 32804, a Florida Limited Partnership, hereinafter referred to as "Developer," and WEST LAKELAND WASTEWATER, INC., a Florida Corporation, P.O. Box 266, Eaton Park, Florida 33840-0266, hereinafter referred to as "Service Company."

WHEREAS, Developer owns or controls lands located in Polk County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph, and hereinafter referred to as the "Property," and Developer has plans to develop the Property by constructing thereon approximately 250 residential dwelling units; and

WHEREAS, Developer desires that Service Company provide central wastewater collection, treatment and disposal service ("Wastewater Services") for the Property; and

WHEREAS, Service Company is willing to provide in accordance with the provisions of this Agreement Wastewater Services to the Property and thereafter operate applicable facilities so that the occupants of the residential units on the Property will receive adequate Wastewater Services from Service Company; and

WHEREAS, Service Company currently provides Wastewater Service to approximately 275 existing residential dwelling units using a wastewater treatment plant which is approximately thirty-five years old and which cannot be expanded to enable Service Company to provide Wastewater Services to the Property; and

WHEREAS, portions of the Property are adjacent to and outside of the Service Company's authorized service area, as certificated by the Florida Public Service Commission ("FPSC"); and

WHEREAS, FPSC approval of an application to extend Service Company's authorized service area so as to include all of the Property would therefore be required; and

WHEREAS, the terms and conditions under which Service Company would be willing to provide Wastewater Services to the Property are not provided for under the Service Company's FPSC-approved Wastewater Tariff, and would therefore require FPSC approval as a special service availability agreement; and

WHEREAS, in order to facilitate the Service Company's provision of Wastewater Services to the Property, Developer is willing to purchase and deliver a new 225,000 gallons per day (gpd) package wastewater treatment plant to one of two alternative designated sites described in Exhibit "B" attached hereto and made a part hereof as if fully set out in this paragraph and to transfer ownership of such package plant to Service Company at no cost to Service Company; and to convey ownership to Service Company at no cost of a parcel of land

(the "Site") on which such facilities shall be located together with all other site improvements, such as fencing, landscaping, roads, fire control and suppression means, and other common facilities for the Site and its convenient intended use to serve in order to allow Service company to provide Wastewater Services to the occupants of the residential units at the Property as well as the Service Company's other existing customers. Developer will also design and construct and transfer ownership of certain on-site facilities at the Property; design, construct and transfer ownership of certain offsite facilities necessary to allow Service Company to provide Wastewater Services to the occupants of the residential dwelling units at the Property; and to reimburse Service Company for all reasonable related soft costs and start-up costs, such transfers and cost coverage being made as contributions-in-aid-of-construction; and

WHEREAS, Developer is also willing to reimburse Service Company the soft costs actually incurred by Service Company in the negotiation and finalization of this Agreement and in seeking FPSC authorization to extend its certificated wastewater service area to include those portions of the Property not located within the Service Company's FPSC-certificated service area and to obtain FPSC approval of this Agreement; and

WHEREAS, Service Company is willing to seek FPSC approval of both this Agreement as a special service availability agreement and an application for authorization of an extension of its certificated wastewater service area, to include all portions of the Property; and

WHEREAS, if such FPSC approvals are granted, own and operate the wastewater treatment plant, disposal and other facilities donated to the Service Company by Developer upon the Service Company is willing to provide Wastewater Services to the Property in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Service Company hereby covenant and agree as follows:

1. The foregoing statements are true and correct and an integral part hereof.
 2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning.
 - a. "Consumer" - The person(s) or entity/entities on the Property that actually utilize the Wastewater Services of Service Company, which may include Developer.
 - b. "Consumer Installation" - All facilities on the Consumer's side of the Point of Delivery.
-

- c. "Contribution-in-aid-of-Construction (CIAC)" -The sum of money and/or the value of property represented by the cost of the wastewater treatment plant, wastewater treatment plant site, and the wastewater collection systems including lift stations and treatment plants, constructed or to be constructed or otherwise paid for by Developer and which Developer transfers, or agrees to transfer, to Service Company at no cost to Service Company, to facilitate the provision of Wastewater Services to the Property or any portion thereof.
 - d. "Equivalent Residential Connection (ERC)" - A single family or mobile home residence with an average daily flow of up to 275 gallons per day (gpd).
 - e. "Point of Delivery" - The point where the service pipe of the customer is connected to the Service Company's main.
 - f. "Property" - The area or parcels of land described in Exhibit "A."
 - g. "Service" - The readiness and ability on the part of Service Company to furnish and maintain Wastewater Services to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies.)
3. Representations and Warranties of Developer. The Developer warrants and represents (which warranties and representations shall specifically survive the making of this Agreement and delivery of any documents required herein or the performance of any duties required herein)that:
- a. It is a limited partnership duly organized, existing and in good standing under the laws of the State of Florida, and has the power and authority to carry on its business as now conducted.
 - b. Developer has the power and authority to enter into and perform this Agreement, and is or is about to become the fee simple owner of the Property. This Agreement and any documentation required to be delivered hereunder will constitute the valid and binding obligation of the Developer in accordance with its terms.
 - c. The making of this Agreement will not violate any provisions of any law, federal, or state, or the partnership agreement of the Developer or result in the breach of or constitute an event of default under the terms of any contractual agreement to which the Developer is a party or by which the Developer is otherwise bound.
 - d. No approval, authorization or consent of any court, administrative or government agency is required for any part of the execution, delivery or performance by the Developer of this Agreement.
-
- e. The execution and delivery of this Agreement has been duly authorized by the partners of the Developer.

4. Representations and Warranties of Service Company. Service Company warrants and represents that (which warranties and representations shall specifically survive the making of the Agreement):
- a. Service Company is a corporation duly organized, existing and in good standing under the laws of the State of Florida and has the corporate power and authority to carry on its business as now conducted.
 - b. Service Company has the corporate power and authority to enter into and perform this Agreement. This Agreement and any documentation required to be delivered hereunder will constitute the valid and binding obligation of Service Company in accordance with its terms, subject to the approval or acquiescence of the FPSC.
 - c. Upon the approval by the FPSC of an application to extend Service Company's certificated service area to include all of the Property, and the FPSC's approval of or acquiescence to this Agreement as a special service availability agreement, the making of this Agreement will not violate provisions of any statutory laws, federal or state or the certificate of incorporation or by-laws of Service Company or result in the breach of, or constitute an event of default under the terms of any contractual agreement to which Service Company is a part or by which the Service Company is otherwise bound.
 - d. Service Company will comply with the applicable rules and regulations of governmental authorities having jurisdiction over its operations and this Agreement, any such applicable rules, regulations and authority, as now constituted or as amended from time to time being incorporated into this Agreement and made apart hereof by reference.
 - e. Subject to obtaining all required approvals from applicable governmental authorities, Service Company agrees to provide Wastewater Services to the Property, as and when needed, in accordance with the terms and provisions of this Agreement.
5. Assurance of Title. Within a period of forty-five (45) days after the execution of this Agreement, at the expense of Developer, Developer agrees to deliver to Service Company a copy of a Title Insurance Policy or an opinion of title from a qualified attorney-at-law, a) with respect to the Property, which policy or opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.
-

6. Legal Description of Service Area Extension. Within 10 days of execution of this Agreement, Developer shall provide a legal description of that portion of the Property that is outside of the Service Company's certificated service area. Said legal description shall include:

- a. A reference to township(s), range(s), land section(s), and county; and
- b. A complete and accurate description of the territory served or proposed to be served in one of the following formats. The description may reference interstates, state roads, and major bodies of water. The description shall not rely on references to government lots, local streets, recorded plats or lots, tracts, or other recorded instruments.
 - i. Sections: If the territory includes complete sections, the description shall only include the township, range, and section reference. If the territory includes partial sections, the description shall either identify the subsections included or excluded.
 - ii. Metes and bounds: A point of beginning which is referenced from either a section corner or a subsection corner, such as a quarter corner. The perimeter shall be described by traversing the proposed territory and closing at the point of beginning. The description shall include all bearings and distances necessary to provide a continuous description.

7. Transfer of Package Wastewater Treatment Plant; Constructive Easement.

- a. Within 20 day(s) of the final and effective date of (I) the FPSC Order(s) approving the extension of Service Company's certificated service areas to include all of the Property and approving or acquiescing to this Agreement as a special service availability agreement, and (ii) the date of approval by Polk County of the final engineering plans for the Property, whichever is later, Developer shall deliver the new package wastewater treatment plant with the rated treatment capacity of 225,000 gpd, to one of two alternative designated new wastewater treatment plant sites described in Exhibit "B" hereto and shall transfer ownership of said plant, free and clear of any indebtedness or liens, to Service Company, by Bill of Sale in a form acceptable to Service Company, together with all warranties pertaining thereto and copies of the invoice(s) and other documentation showing all costs incurred by Developer in connection with its purchase and delivery of said plant. Service Company shall notify Developer of its selection between said alternative sites promptly after its receipt and review of an engineering evaluation that is currently underway.

Should the Developer not receive the approvals from Polk County of the final engineering plans for the property as outlined above within 15 months, or not

receive approval of this Agreement from the FPSC, Developer can choose to void the remaining requirements, obligations and rights under this Agreement. However, nothing herein shall relieve the Developer, his successors or assigns from the obligation to pay for all costs incurred by Service Company as outlined in Paragraphs 8 and 20 hereof incurred up to and through the date that he provides written notification to Service Company of his intention to cancel all other aspects of this agreement.

- b. After transfer of ownership, Service Company shall allow Developer to store the new package wastewater treatment plant at the designated site pending FPSC approval of the forthcoming application to extend the Service Company's certificated service area and approval of or acquiescence to this Agreement. Service Company shall also allow Developer to store other supplies and equipment on said site, subject to Service Company's express consent, which shall not be unreasonably withheld. Developer shall remove such other supplies and equipment from said site promptly upon request by Service Company.

8. Soft Costs and Start-Up Costs.

- a. Developer shall be responsible for payment of all administrative, engineering (including design and inspection), and legal costs prudently incurred by Service Company in connection with the installation, permitting and start-up of the new package wastewater treatment plant and offsite facilities to be contributed by Developer under the Agreement and coordination with Developer on the interconnection of the utility system with on-site facilities to be constructed by Developer hereunder. In this regard, the parties agree and acknowledge that the administrative charges by principals of the Service Company to be included in such costs shall be calculated at 2½ % of the value of such treatment plant and on-site and off-site facilities.
- b. Developer will be billed for all such soft costs and startup costs, along with the administrative costs outlined in Paragraph 26 hereof, on a monthly basis with reasonable supporting documentation provided with such billing. Developer shall repay Service Company for such costs billed within twenty (20) days of demand for same. Failure of Developer to repay such costs in a timely manner shall be considered a breach of contract.
- c. Developer shall reimburse Service Company for all soft costs and startup costs described in Paragraph 8(a) and under Paragraph 26 hereof. Such reimbursements of such costs should be made within ____ days of delivery by Service Company of an invoice for same.
- d. Service Company shall provide Developer with reasonable documentation of the aforementioned actual costs and administrative fees incurred.

- e. In the event of nonpayment by Developer of the foregoing soft costs and startup costs, Service Company shall have the right to suspend performance of its obligations to process its application to extend its certificated service area to include all of the Property before the FPSC; to seek FPSC approval of or acquiescence to this Agreement as a special service availability agreement; and to design, construct and obtain permitting of the new wastewater treatment plant. Continued nonpayment by Developer beyond _____ days after receipt of any invoice shall entitle Service Company to dismantle said wastewater treatment plant and demand removal of same and other Developer owned or other related supplies and facilities or to remove them from the designated site from the site themselves and charge Developer for all such removal costs.
9. Application for Service: Consumer Installation. Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon, shall not have the right to and shall not connect any Consumer Installation to the on-site wastewater collection systems facilities until formal written application has been made to Service Company by the prospective consumer of service, or on its behalf, the applicable plant capacity charges and main extension charges as well as the meter installation fee have been paid in accordance with the then effective rules and regulations of Service Company, and approval has been granted for such connection.
10. Facilities.
- a. Service Company shall promptly apply for any and all state and local environmental permits required for the new package wastewater treatment plant and integrate such plant with its wastewater collection and disposal facilities, and, to the extent it is able to do so, shall do so prior to Developer's transfer of ownership of the package wastewater treatment plant and off-site facilities to Service Company.
- b. Service Company shall have sole and exclusive responsibility for the design and installation of the treatment facilities, including the preparation of all plans, technical specifications, drawings, blueprints or other design documents necessary or appropriate to the construction work. However, Developer shall be responsible to reimburse Service Company for all soft costs and start-up costs incurred as described in Paragraph 8 hereinabove.
11. On-Site Systems.
- a. Developer hereby covenants and agrees to construct the on-site wastewater collection systems. The term "on-site wastewater collection systems" (also referred to herein as "on-site systems") means and includes all wastewater

collection lines, facilities and equipment constructed within the boundaries of the Property adequate in size to serve each lot or unit within the Property or as otherwise required by Service Company in its sole discretion and in accordance with industry standards.

- b. With reference to said on-site wastewater collection systems, Developer shall provide Service Company with one (1) copy of the application for permits and one (1) set of finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the on-site wastewater collection systems proposed to be installed to provide service to the Property. Developer shall cause his engineer to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Service Company's engineer shall meet the minimum specifications of Service Company and shall be subject to the approval of Service Company, which approval shall not be unreasonably withheld. No construction shall commence until Service Company and appropriate regulatory agencies have approved such plans and specifications in writing. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Service Company one copy of the wastewater permit and approved plans.
- c. After the approval of plans and specifications by Service Company and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with the engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Service Company.
- d. Developer shall provide to Service Company's inspector, forty-eight (48) hours notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the on-site wastewater collection systems as shown on the approved plans and specifications.
- e. During the construction of the on-site wastewater collection systems by Developer, Service Company shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. Service Company, engineer of record and utility contractor shall be present for all standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests to determine that the systems have been installed in accordance with the approved plans and specifications, and good engineering practices.
- f. Upon completion of construction, Developer's engineer of record shall submit to Service Company a copy of the signed certification of completion submitted to

the appropriate regulatory agencies. The engineer of record shall also submit to Service Company ammonia mylars of the as-built plans prepared and certified by the engineer of record. Developer or its assigns shall own the on-site system. Upon receipt of the documents required by this Section 17, Service Company shall thereafter maintain the on-site wastewater collection system at its own and expense.

12. Easements for On-site Systems. Developer agrees to grant and give to Service Company a non-exclusive right or privilege to maintain, repair, replace, construct and operate said on-site wastewater collection facilities in the area to be developed by Developer. Mortgagees, if any, holding prior liens on the Property shall, upon the reasonable request of Service Company, be required to give to Service Company assurance by way of a "non-disturbance agreement" that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Service Company as long as Service Company complies with the terms of this Agreement.

Developer hereby further agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the Property upon which Service Company is maintaining, repairing, or operating such facilities; such that the foregoing grants shall be for the use of the Service Company, its successors or assigns; and that where roads cross easement areas, such roads shall be constructed in accordance with commonly accepted engineering practices of Polk County, Florida, or as otherwise required by law. The use of any easement area by Service Company shall not preclude the use by Developer or other utilities of these easement areas, such as, for cable television, telephone, electric, roads or walkways, provided, however, that the same shall not reasonably interfere with Service Company's utilization of same and shall be in compliance with commonly accepted engineering practices of Polk County, Florida or as otherwise required by law.

Service Company hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practice of the wastewater industry with respect to the installation, maintenance, repair, replacement, construction and operation of all its facilities in any of the easement areas. Service Company agrees that it will at all times maintain such facilities in good order, condition and repair, at its sole cost and expense, in accordance with all standards and specifications which may be prescribed by any governmental or regulatory authority having jurisdiction. Service Company shall restore easement areas only to the extent of sodding and restoring sidewalks and pavement and Service Company shall not be responsible for restoring such things as shrubbery, plants, fences or other structures placed within the easement areas.

13. Right to Inspect Consumer Installations. Service Company shall have the right to inspect, at its sole cost and expense, Consumer Installations at all reasonable times, provided that the responsibilities and agreements that apply to Service Company's use of easement areas, as set forth in paragraph 18 of this Agreement shall also apply to any and all actions taken by Service Company pursuant to this paragraph.

14. Off-Site Systems.

- a. Developer hereby covenants and agrees to construct the off-site sewage collection systems. The term “off-site sewage collection systems” (also referred to herein as “off-site systems”) means and includes all wastewater collection lines, facilities and equipment, including pumping stations, located outside the boundaries of the Property and constructed for the purpose of connecting the on-site systems installed at the Property to Service Company’s mains.
 - b. With reference to the off-site systems, Developer shall provide Service Company with one (1) copy of the application for permits and one (1) set of finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the off-site wastewater collection systems proposed to be installed to provide service to the Property. Developer shall cause his engineer to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Service Company's engineer shall meet the minimum specifications of Service Company and shall be subject to the approval of Service Company, which approval shall not be unreasonably withheld. No construction shall commence until Service Company and appropriate regulatory agencies have approved such plans and specifications in writing. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Service Company one copy of the wastewater permit and approved plans.
 - c. After the approval of plans and specifications by Service Company and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with the engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Service Company.
 - d. Developer shall provide to Service Company's inspector, forty-eight (48) hours notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the off-site wastewater collection systems as shown on the approved plans and specifications.
 - e. During the construction of the offsite wastewater collection systems by Developer, Service Company shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. Service Company, engineer of record and utility contractor shall be present for all standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests to determine that the systems have
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been installed in accordance with the approved plans and specifications, and good engineering practices.

- f. Upon completion of construction, Developer's engineer of record shall submit to Service Company a copy of the signed certification of completion submitted to the appropriate regulatory agencies. The engineer of record shall also submit to Service Company ammonia mylars of the as-built plans prepared and certified by the engineer of record. Developer or its assigns shall own the on-site system.
 - g. Developer shall transfer ownership of the off-site systems to Service Company upon completion of their construction, free and clear of any indebtedness or liens, by Bill of Sale, in a form acceptable to Service Company together with all warranties pertaining thereto and copies of the invoice(s) and other documentation showing all costs incurred by Developer in connection with its construction of said facilities.
15. Easements for Off-site Systems. Developer agrees to obtain and transfer to Service Company a non-exclusive right or privilege to maintain, repair, replace, construct and operate said off-site wastewater collection facilities. Developer hereby further agrees that the foregoing grants shall include the necessary right of ingress and egress to any part of the property upon which Service Company is maintaining, repairing, or operating such facilities; such that the foregoing grants shall be for the use of the Service Company, its successors or assigns; and that where roads cross easement areas, such roads shall be constructed in accordance with commonly accepted engineering practices of Polk County, Florida, or as otherwise required by law. The use of any easement area by Service Company shall not preclude the use by other utilities of these easement areas, such as, for cable television, telephone, electric, roads or walkways, provided, however, that the same shall not reasonably interfere with Service Company's utilization of same and shall be in compliance with commonly accepted engineering practices of Polk County, Florida or as otherwise required by law.

Service Company hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practice of the wastewater industry with respect to the installation, maintenance, repair, replacement, construction and operation of all its facilities in any of the easement areas. Service Company agrees that it will at all times maintain such facilities in good order, condition and repair, at its sole cost and expense, in accordance with all standards and specifications which may be prescribed by any governmental or regulatory authority having jurisdiction. Service Company shall restore easement areas only to the extent of sodding and restoring sidewalks and pavement and Service Company shall not be responsible for restoring such things as shrubbery, plants, fences or other structures placed within the easement areas.

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16. Agreement to Serve. Service Company covenants and agrees that upon the requisite FPSC and state and local environmental permitting approvals, and Developer's delivery

and transfer of ownership of the new package wastewater treatment plant to Service Company, and payment of associated soft costs and start-up costs to Service Company, as provided by Paragraph 8 hereinabove, Service Company will connect such plant, and the onsite and off-site facilities necessary to serve the Property, to its system. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. Service Company agrees that once it provides Wastewater Services to the Property and Developer or others have connected Consumer Installations to its system, thereafter, Service Company, its successors and assigns will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement and the rules and regulations and rate schedules set by applicable government authorities, Wastewater Services to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

17. Applications for Service, Consumer Installation. Although the responsibility for connecting the Consumer Installation to the wastewater collection lines of Service Company at the Point of Delivery is that of the Developer or entity other than Service Company, with reference to such connections, the parties agree as follows:
- a. All Consumer Installation connections, main interconnects and other lines as indicated by Service Company in accordance with standard engineering practices, must be inspected by Service Company before backfilling and covering of any pipes, except as provided for in ©) below.
 - b. Notice to Service Company requesting an inspection of a Consumer Installation connection may be given by or on behalf of the plumber of Developer, and the inspection will be made within seventy-two (72) hours, not including Saturdays, Sundays, and holidays.
 - c. If Developer does not comply with the foregoing inspection provisions, Service Company may refuse service to a connection that has not been inspected until Developer complies with these provisions.
 - d. The cost of constructing, operating, repairing or maintaining Consumer Installations shall be that of Developer or Consumer or a party other than Service Company.
 - e. If a commercial kitchen, cafeteria, restaurant or other commercial food preparation or dining facility is constructed within the Property, the Service Company shall have the right to require that a grease trap be constructed, installed, connected and maintained as necessary by Consumer so that all wastewaters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Service Company. Size, materials and construction of such grease traps are subject to

approval by Service Company. Such approval shall not be unreasonably withheld or delayed. Service Company shall have the on-going right during regular business hours to inspect Consumer's or Developer's premises in order to insure compliance with the provisions hereof.

No substance other than domestic wastewater will be placed into the wastewater system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the Consumer will be responsible for payment of the cost and expense required in correction or repairing any resulting damage.

- f. NON-RESIDENTIAL CONSUMERS OF THE SERVICE COMPANY, ACQUIRING WASTEWATER SERVICES RIGHTS BY AND THROUGH DEVELOPER, SHALL NOT DEPOSIT INTO THE SEWER SYSTEM NON-DOMESTIC WASTE WHICH WOULD BE CLASSIFIED AS A HAZARDOUS SUBSTANCE AS DEFINED IN THE U.S. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, PUB. L. NO. 96-510, 94 STAT. 2767, AS AMENDED BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, OR SUCCESSOR FEDERAL LEGISLATION, ANY PETROLEUM, PETROLEUM PRODUCT, OR, PETROLEUM PRODUCTS' CHEMICALS OF CONCERN, DEFINED IN SECTION 376.301 (30), (31) AND (32), RESPECTIVELY, OR SECTION 377.19 (4) AND (11), FLORIDA STATUTES, (2004), RESPECTIVELY, OR SUCCESSOR STATE LEGISLATION, OR AS OBJECTIONABLE BY THE REGULATORY AGENCIES OF THE STATE OF FLORIDA OR THE COUNTY HEALTH DEPARTMENT, OR THE SERVICE COMPANY. IN THE EVENT OF SUCH DEPOSIT, SERVICE COMPANY SHALL HAVE THE UNILATERAL RIGHT TO WITHHOLD FURTHER SERVICE TO SUCH CONSUMER UNTIL SUCH TIME AS CORRECTIVE ACTION HAS BEEN TAKEN AND ALL OF SERVICE COMPANY'S COSTS INCURRED IN THE PROCESS OF CORRECTING SAME, INCLUDING LEGAL, ENGINEERING, CONSULTING, ADMINISTRATIVE AND CONTINGENT FEES, ARE PAID BY THE CONSUMER.
- g. Developer shall provide a copy of this Agreement to all home builders at the Property with a request that they include subparagraphs (e) and (f) hereinabove in their purchase and sale contracts.

18. Conservation and Reuse of Water Resources.

- a. To the extent, if any, Polk County may require such installations, Developer shall install "dry" reclaimed water lines on the Property (onsite), and a "dry" reclaimed water main to connect those onsite facilities to the location of the new wastewater

treatment plant (offsite). Any such installations shall be made in accordance with the requirements of Polk County. Ownership of such facilities shall be transferred by Developer to Service Company by Bill of Sale in a form acceptable to Service Company, together with all warranties pertaining thereto and copies of the invoice(s) and other documentation showing all costs incurred by Developer in connection with its purchase and installation of such lines. All such onsite and offsite facilities shall be contributed by Developer as part of the onsite and offsite facilities as outlined in Paragraphs 17 and 20 hereof.

- b. At such time as the Florida Department of Environmental Regulation may require Service Company to provide reclaimed water for spray irrigation on the Property, or in the event that Service Company may otherwise develop the capability to provide reclaimed water for spray irrigation on the Property, Developer agrees to accept and receive such reclaimed water throughout the Property and on parks, golf courses and other common areas of the Property and to construct such lines necessary to transport said reclaimed water to such common areas, to the extent that it is reasonably feasible for Developer to do so. The Developer further agrees to include in all residential or other sales documents the requirement for all future property owners to accept reuse water when available, as a condition of continued availability of wastewater services.

19. Rates; Rules and Regulations.

- a. Service Company agrees that the rates to be charged to Developer and individual Consumers of Wastewater Services shall be those set forth in the tariff of Service Company as approved by the FPSC or successor governmental agency. However, notwithstanding any provision in this Agreement, Service Company, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall, in any event, at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law. Rates charged to Developer or Consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.
 - b. Notwithstanding any provision in this Agreement to the contrary, Service Company may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering Wastewater Services to the Property. However, all such rules and regulations so established by Service Company shall at all times be reasonable and subject to such regulations as may be provided by law.
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- c. Any such initial or future decreased or increased rates, rate schedules, and rules and regulation established, amended or revised and enforced by Service Company

from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the Wastewater Services provided to the Property by Service Company.

20. Administrative Costs. Developer shall pay to Service Company the costs of legal, engineering, administrative and other expenses prudently incurred by the Service Company in the negotiation, drafting and execution of this Agreement, and in preparing an application to the FPSC seeking approval of an extension of Service Company's certificated wastewater service areas to include the Property as well as approval of this Agreement. Developer will be billed for such costs with reasonable supporting documentation and Developer shall pay those costs within twenty (20) days of demand .

Even though these administrative costs are different than the costs incurred related to the construction of facilities themselves, they will be billed along with the "soft costs and startup costs" outlined in Paragraph 8 hereof, and will be covered by the same advance deposit. Developer will be billed for such costs along with those soft costs and startup costs, and the advanced deposit therein shall be applied toward such costs at the time the regulatory approvals have been received and all onsite and offsite facilities are accepted by the Service Company.

21. Exclusive Right to Provide Service. Developer agrees that Developer, or the successors and assigns of Developer, shall not engage in the business or businesses of providing Wastewater Services to the Property during the period of time Service Company, its successors and assigns, provide Wastewater Services to the Property, it being the intention of the parties hereto that under the foregoing provisions and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide water Wastewater Services to the Property and to the occupants of each such residence, building or unit constructed thereon.

22. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by U.S. certified or registered mail return receipt requested, by express mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

SanTrust, Ltd.
738 Rugby Street
Orlando, Florida 32804
ATTN: Craig Rouhier

with copies to:

Timothy Hoban, Esquire
2752 Dora Avenue
Tavares, FL 32778-4970

and if to the Service Company, at:

West Lakeland Wastewater, Inc.
P. O. Box 266
Easton Park, Florida 33840
Attn: Suzie Everitt Britt, President

with copies to:

F. Marshall Deterding, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

Developer and Service Company may change their respective addresses for notice by the giving of notice of such change in the manner provided for herein.

23. Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.
24. Costs and Attorney's Fees. In the event the Service Company or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all attorney's fees and costs incurred, including such fees and costs on appeal.
25. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or

other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government of public authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment of restraining order or injunction of any court, said party shall not be liable for such non-performance.

26. Indemnification. The Developer agrees to indemnify, defend and hold harmless Service Company from and against any and all liabilities, personal injury claims, damages, costs and expenses (including reasonable attorney's fees including those on appeal and in bankruptcy proceedings) to which Service Company may become subject by reason of or arising out of the Developer's breach or non-performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's wastewater system.
27. Survival of Provisions. The rights, privileges, obligations and covenants of Developer and Service Company shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.
28. Notice. Service Company shall provide to Developer timely notice of any proposed rate changes and/or hearings affecting the Service Company or its rates or ability to provide service to the Developer at the rates and dates and in the quantity set forth in this Agreement.
29. Approvals. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.
30. No Option. The Submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Service Company.
31. The Developer may, without the Service Company's consent, transfer or assign any of its rights and obligations under this Agreement to any corporation or other entity which, directly or indirectly, controls or is controlled by the Developer or is under common control with the Developer or to any corporation or other entity succeeding to all or a substantial portion of the Service Company's business and assets, provided that the Developer shall not be released from any of its obligations under this Agreement, and provided further that any such transferee or assignee agrees in writing to assume all the obligations of the Developer hereunder. "Control" means the ability, either directly or through one or more entities, to control or determine the management of a corporation or other entity, whether by election of those members who can determine the decisions of the

board of directors or other governing body or by contract or any other means. Except as provided above, neither the Developer nor the Service Company may, without the other's prior written consent, transfer or assign any of its or her rights or obligations under this Agreement, and any such transfer or assignment or attempt thereat without such consent shall be null and void.

32. Venue and Jury Trial. In the event that the Service Company or Developer is required to enforce this Agreement by court proceedings or instituting suit with regard to matters other than those regulated by the FPSC or successor agency, both parties agree that the appropriate venue for such suit shall be the courts of Polk County, Florida. In the event of such court proceedings or suit, both parties also agree to waive their right to a jury trial in settlement of any such disputes.
 33. Binding Effect of Agreement. This Agreement is binding on the successors and assigns of the parties hereto, including any municipal or governmental purchaser of Service Company. The rights and obligations created pursuant to this Agreement shall be deemed to run with the land described in Exhibit "A" and shall be binding upon the successors in title or legal interest of Developer's rights and obligation herein. This Agreement shall survive the sale or transfer of Service Company to any party.
 34. Entire Agreement. Except for those matters provided for in this Agreement or any ancillary agreements and in any agreements contemplated thereby, this Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof. The Exhibits to this Agreement shall be deemed incorporated herein and shall form a part hereof. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes, the agreement between Developer and Service Company. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by the party to which they are to be applied.
 35. Further Assurances. Each party hereby agrees to grant such further assurance and provide such additional documents as may be required, each by the other, in order to carry out the terms and conditions, and to comply with the express intention of this Agreement.
 36. Authorized Signatures. Developer and Service Company each warrant that the individual signing this document on its behalf, respectively, has the lawful authority to enter into this Agreement and to bind Developer and Service Company, respectively.
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37. Time of the Essence. It is understood and agreed between the parties hereto that time is

of the essence of this Agreement and this applies to all terms and conditions contained herein.

38. Exclusion of Certain Damages. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER EXEMPLARY DAMAGES, WHETHER CLAIMED TO HAVE BEEN CAUSED BY OR RESULTING FROM BREACH OF CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF SUCH PART OR OTHERWISE). THIS INCLUDES, WITHOUT LIMITATION, ANY CLAIMS FOR BUSINESS INTERRUPTIONS, LOSS OF USE, LOSS OF PROFIT, LOSS OF PRODUCT, AND CLAIMS OF CUSTOMERS.**

39. Captions; Language Usage; Cross-References; Rules of Construction. In the event of any conflict between this Agreement and any Schedule or Exhibit, this Agreement shall control. The headings contained herein are not to be considered part of this Agreement and are inserted for convenience, identification and reference only and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. Whenever the singular number is used in this Agreement and when required by the context,

the singular number shall include the plural, and the masculine, feminine and neuter genders shall each include the others. It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

40. Holidays. Notwithstanding any deadline for payment, performance, notice or election under this Agreement, if such deadline falls on a date that is not a business day, then the deadline for such payment, performance, notice or election will be extended to the next succeeding business day.

41. Interpretation. Each party acknowledges that it has had adequate opportunity and bargaining strength to review, negotiate and revise this Agreement. Each party expressly agrees that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

42. No Waiver. The failure of Developer or Service Company to insist upon strict performance of any provision hereof shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

43. Remedies Exclusive. Except as otherwise expressly provided herein, the rights and

remedies provided in this Agreement are exclusive and in lieu of any other rights and remedies at law or in equity that might otherwise be available to a party.

44. Severability. If any of the terms and conditions of this Agreement are held by any court or other governmental authority of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, and to the extent permitted by applicable laws an equitable adjustment shall be made and necessary provisions added so as to give effect to the original written intent of the parties prior to the determination of such contravention or invalidity.
45. No Third Party Rights. The provisions of this Agreement are intended to bind the parties as to each other and are not intended and do not create rights in any other party and no person is intended to be or is a third-party beneficiary of any of the provisions of this Agreement.
46. Specific Performance. Each of the respective obligations of the parties pursuant to this Agreement shall be, and are hereby expressly made, enforceable by specific performance and injunctive relief with respect thereto in each case where such remedies would be available at law or in equity.
47. Counterpart Execution. This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Such counterparts shall be construed together and shall constitute one and the same instrument, notwithstanding that both parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined. The signature of any party to one counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
48. Agreements. The provision of the parties' "Agreement" (Exhibit "C") and the "Assignment of Agreement" (Exhibit "D") dated April ____, 2005 are incorporated herein by reference and to the extent not inconsistent with this Agreement are made a part of this Developer Agreement.

IN WITNESS WHEREOF, Developer and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Attest: Judy Squillante
Print Name: Judy Squillante

SanTrust, Ltd.,
A Florida Limited Partnership
By: [Signature] V.P.
W. M. SANDWELL ASSOC., INC. G.P.
FOIL SANTRUST, LTD.
General Partner

INC.

WEST LAKELAND WASTEWATER,

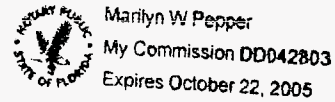
A Florida Corporation

Attest: [Signature]
Print Name: Misty Kiser

By: [Signature] Pres
Suzie Everitt Britt
President

STATE OF FLORIDA)SS
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 6TH day of MAY, 2005, by CRAIG ROULIER, as General Partner, of SanTrust, Ltd., a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me or has produced _____ as identification.



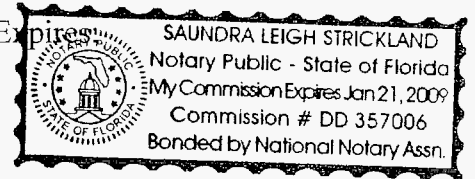
Notary Public
Print Name:
My Commission Expires:

STATE OF FLORIDA)SS
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 6th day of May, 2005, Suzie Everitt Britt, as President, of West Lakeland Wastewater, Inc., a Florida Corporation, on behalf of the Corporation. She is personally known to me or has produced _____ as identification.

Notary Public
Print Name:
My Commission Expires

Sandra Leigh Strickland



This Instrument Prepared By: F. Marshall Deterding, Esquire, Rose, Sundstrom & Bentley, LLP, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301.
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EXHIBIT "A"

LEGAL DESCRIPTION
(The Property)

LEGAL DESCRIPTION Anglers Lake

(Parcel 1):

A parcel of land lying in the Northeast 1/4 of Section 22, Township 28 South, Range 24 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of aforesaid Section 22 thence run South 00°21'53" East along the East line of said Northeast 1/4 for a distance of 821.45 feet; thence departing said East line run South 89°37'32" West for a distance of 34.67 feet to the POINT OF BEGINNING, also being a point on the Westerly right-of-way line of Reynolds Road according to the Polk County Maintained Right-of-Way Map, recorded in Map Book 4, Pages 52 through 56; thence run the following courses and distances along said Westerly right-of-way line; South 00°02'11" West for a distance of 4.56 feet; thence run South 08°33'32" East for a distance of 66.15 feet; thence run South 08°33'32" East for a distance of 34.88 feet; thence run South 00°04'42" East for a distance of 100.00 feet; thence run South 00°52'49" East for a distance of 100.00 feet; thence run South 00°25'19" East for a distance of 100.00 feet; thence run South 00°04'42" East for a distance of 100.00 feet; thence run South 00°18'27" East for a distance of 100.00 feet; thence run South 00°32'12" East for a distance of 100.00 feet; thence run South 00°21'53" East for a distance of 100.00 feet; thence run South 00°09'03" West for a distance of 100.00 feet; thence run South 00°21'53" East for a distance of 100.00 feet; thence run South 00°56'16" East for a distance of 100.00 feet; thence run South 00°15'00" East for a distance of 100.00 feet; thence run South 00°56'16" East for a distance of 100.00 feet; thence run South 00°25'19" East for a distance of 100.00 feet; thence run South 00°09'03" West for a distance of 100.00 feet; thence run South 00°32'12" East for a distance of 100.00 feet; thence run South 00°36'33" West for a distance of 56.95 feet to a point on the North line of the South 160.00 feet of aforesaid Northeast 1/4 of Section 22; thence departing said Westerly right-of-way line run North 89°56'15" West along said North line for a distance of 392.84 feet to a point on the West line of the East 413.50 feet of said Northeast 1/4; thence departing said North line run South 00°21'53" East along said West line for a distance of 160.00 feet to a point on the South line of said Northeast 1/4; thence departing said West line run North 89°56'15" West along said South line for a distance of 301.99 feet; thence departing said South line run North 00°20'50" West for

a distance of 1318.15 feet; thence run North 00°20'50" West for a distance of 498.06 feet; thence run North 89°37'32" East for a distance of 680.26 feet to aforesaid POINT OF BEGINNING.

Contains 27.560 acres more or less.

LEGAL DESCRIPTION (Parcel 2):

A parcel of land lying in Section 23, Township 28 South, Range 24 East, Orange County, Florida.

Being more particularly described as follows:

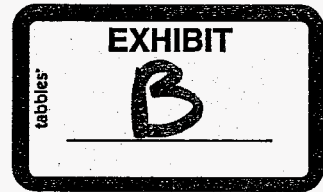
Commence at the Northwest corner of the Northwest 1/4 of aforesaid Section 23 thence run South 00°21'53" East along the West line of said Northwest 1/4 for a distance of 1421.56 feet; thence departing said West line run North 89°57'30" East for a distance of 20.60 feet to a point on the Easterly right-of-way line of Reynolds Road according to the Polk County Maintained Right-of-Way Map, recorded in Map Book 4, Pages 52 through 56, also being a point on the South line of the North 100.00 feet of the Southwest 1/4 of said Northwest 1/4 of Section 23, also being the POINT OF BEGINNING; thence departing said Easterly right-of-way line run North 89°57'30" East along said South line for a distance of 415.01 feet to a point on the East line of the West 435.60 feet of Southwest 1/4 of the Northwest 1/4 of Section 23; thence departing said South line run North 00°21'53" West along said East line for a distance of 100.00 feet to a point on the North line of the South 1/2 of said Northwest 1/4, also being the Southerly line of the following recorded Plats; Sam's Leisure Lake Estates Unit Number One, as recorded in Plat Book 56, Page 9, Sam's Leisure Lake Estates Unit Number Two, as recorded in Plat Book 58, Page 29 and The Village-Lakeland, as recorded in Plat Book 62, Page 14, all of the Public Records of Polk County, Florida; thence departing said East line run North 89°57'30" East along said North line, also being said Southerly line for a distance of 2214.60 feet to a point on the East line of aforesaid Northwest 1/4; thence departing said North line, also being said Southerly line run South 00°27'20" East along said East line for a distance of 1307.31 feet to the Northwest corner of the Southeast 1/4 of said Section 23; thence departing said East line run North 89°39'01" East along the North line of said Southeast 1/4 for a distance of 660.19 feet; thence departing said North line run South 00°27'05" East for a distance of 2650.80 feet to a point on the South line of said Southeast 1/4; thence run South 89°51'21" West along said South line for a distance of 660.00 feet to the South 1/4 corner of said Section 23; thence departing said South line run South 89°43'55" West along the South line of the Southwest 1/4 of said Section 23 for a distance of 220.00 feet to a point on the West line of the East 220.00 feet of said Southwest 1/4; thence departing said South line run North 00°27'20" West along said West line for a distance of 1248.12 feet to a point on the South line of the North 1400.00 feet of the said Southwest 1/4; thence departing said West line run South 89°39'01" West along said South line for a distance of 100.00 feet to a point on the West line of the East 320.00 feet of said Southwest 1/4; thence

departing said South line run North 00°27'20" West along said West line for a distance of 600.00 feet to a point on the South line of the North 800.00 feet of said Southwest 1/4; thence departing said West line run South 89°39'01" West along said South line for a distance of 180.00 feet to a point on the West line of the East 500.00 feet of said Southwest 1/4; thence departing said South line run North 00°27'20" West along said West line for a distance of 500.00 feet to a point on the South line of the North 300.00 feet of said Southwest 1/4; thence departing said West line run South 89°39'01" West along said North line for a distance of 696.40 feet; thence departing said North line run North 00°24'07" West for a distance of 165.60 feet; thence run South 89°39'01" West for a distance of 130.00 feet to a point on the West line of the East ½ of the Southwest 1/4 of aforesaid Section 23; thence run North 00°24'07" West along said West line for a distance of 134.40 feet to a point on the West line of the East ½ of the Northwest 1/4 of said Section 23; thence run North 00°24'36" West along said West line for a distance of 985.83 feet; thence departing said West line run South 89°52'53" West for a distance of 1175.35 feet to a point on the East line of the West 150.00 feet of said Northwest 1/4; thence run North 00°21'53" West along said East line for a distance of 70.00 feet; thence departing said East line run South 89°52'53" West for a distance of 130.60 feet to a point on aforesaid Easterly right-of-way line of Reynolds Road; thence run North 00°21'53" West along said Easterly right-of-way line for a distance of 56.01 feet; thence continuing along said Easterly right-of-way line run North 00°19'22" East for a distance of 100.01 feet; thence run North 00°25'19" West for a distance of 4.34 feet to aforesaid POINT OF BEGINNING.

Contains 113.844 acres more or less.

SKETCH OF DESCRIPTION

SHEET 1 OF 2



LEGAL DESCRIPTION (Package Site):

A parcel of land lying in the Northeast 1/4 of Section 22, Township 28 South, Range 24 East, Polk County, Florida.

Being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of aforesaid Section 22 thence run South 00°21'53" East along the East line of said Northeast 1/4 for a distance of 821.45 feet; thence departing said East line run South 89°37'32" West for a distance of 34.67 feet to a point on the Westerly right-of-way line of Reynolds Road according to the Polk County Maintained Right-of-Way Map, recorded in Map Book 4, Pages 52 through 56; thence departing said Westerly right-of-way line run South 89°37'32" West for a distance of 333.12 feet to the POINT OF BEGINNING; thence run South 00°22'28" East for a distance of 518.53 feet; thence run South 89°39'10" West for a distance of 347.39 feet; thence run North 00°20'50" West for a distance of 518.36 feet; thence run North 89°37'32" East for a distance of 347.14 feet to aforesaid POINT OF BEGINNING.

Contains 4.133 acres more or less.

SURVEYOR'S NOTES:

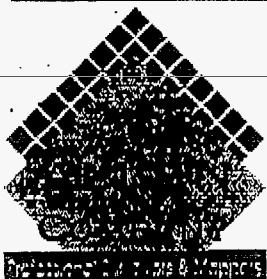
THIS IS NOT A SURVEY.
 THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 22-28-28 AS BEING AN ASSUMED BEARING OF S 00°21'53" E FOR ANGULAR DESIGNATION ONLY.

JOB NO. 242B4
 DATE: 7-19-2005
 SCALE: 1" = 200 FEET
 FIELD BY: N/A

CALCULATED BY: JLR
 DRAWN BY: PJR
 CHECKED BY: JLR

FOR THE LICENSED BUSINESS # 8723 BY:

JAMES L. RICKMAN P.S.M. # 5633



16 East Plant Street
 Winter Garden, Florida 34787 • (407) 854-5355

SKETCH OF DESCRIPTION

SHEET 2 OF 2

POINT OF COMMENCEMENT

NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22-28-24

EAST LINE OF THE NORTHEAST 1/4 OF SECTION 22-28-24

WEST LINE OF THE NORTHWEST 1/4 OF SECTION 23-28-24

POINT OF BEGINNING

N 89°37'32" E 347.14'

S 89°37'32" W 333.12'

N 00°02'00" W 518.53'

S 00°02'00" E 518.53'

S 89°39'10" W 347.39'

S 89°37'32" W 34.67'

S 00°21'53" E

821.45'

REYNOLDS ROAD

R/W

R/W

EASTERLY RIGHT-OF-WAY LINE OF REYNOLDS ROAD PER POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP MAP BOOK 4, PAGES 52-56

WESTERLY RIGHT-OF-WAY LINE OF REYNOLDS ROAD PER POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP MAP BOOK 4, PAGES 52-56

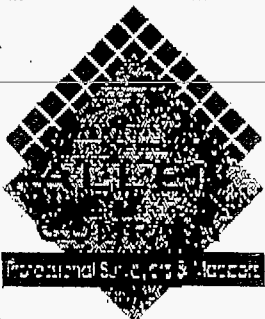


THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 24284
 DATE: 7-19-2005
 SCALE: 1" = 200 FEET
 FIELD BY: N/A

CALCULATED BY: JLR
 DRAWN BY: PJR
 CHECKED BY: JLR



16 East Plant Street
Winter Garden, Florida 34787 • (407) 894-5355



AGREEMENT

This is an Agreement, between West Lakeland Wastewater, Inc. ("WLW") and SANTRUST, LTD., a Florida Limited Partnership ("SanTrust").

1. WLW shall assign to SanTrust, LTD. the Agreement ("Agreement"), dated 2/7/05, between WLW and Underground Utility Contractors, Inc. ("UUC") (225,000 GPD WWTP at Village of Lakeland).
2. Upon the Agreement being assigned, SanTrust shall immediately pay WLW the sum of \$60,000.00. (Money already paid to UUC from WLW.) SanTrust shall pay UUC all of the remaining monies pursuant to the Agreement. After all of the equipment for the package plant ("Equipment") is on the WLW Property, SanTrust, not WLW, shall be the sole owner of the Equipment.
3. WLW shall allow the Equipment to be stored on the WLW site at no charge for a period of two years from the date that the Assignment of Agreement is signed.
4. WLW, at its expense, shall apply for all necessary permits with all required governmental agencies for servicing the SanTrust development (approximately 250 residential lots).
5. SanTrust, at its expense, shall provide to WLW a drawing account in the not to exceed amount of \$20,000.00 for all soft and permitting costs. WLW shall pay for all soft and permitting costs over \$20,000.00.
6. WLW shall use its' best efforts to have all necessary approvals within 6 months from the date that the Assignment of Agreement is signed.
7. SanTrust, at its expense, shall donate the Equipment AND all wastewater infrastructure, to WLW, on the date that Polk County accepts the maintenance bond for the Final Plat for Phase One. (Please note that Polk County will require a Certificate of Completion for the Equipment AND all wastewater infrastructure in order to accept a maintenance bond for the Final Plat for Phase One.)
8. In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

Agreement between West Lakeland Wastewater, Inc. and SANTRUST, LTD.

West Lakeland Wastewater, Inc.

BY: Suzanne A. Britt, President

Suzanne Britt, President

Date: 4-5-05

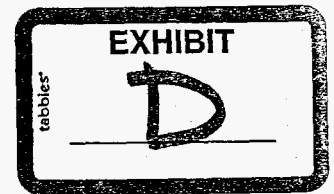
SANTRUST, LTD, a Florida Limited partnership,

BY: W.M. SANDERLIN & ASSOCIATES, INC., its general partner

BY: _____

Judith D. Squillante, Vice President

Date: _____



ASSIGNMENT OF AGREEMENT

This is an Assignment of Agreement, between West Lakeland Wastewater, Inc. ("WLW"), SANTRUST, LTD., a Florida Limited Partnership ("SanTrust"), and Underground Utility Contractors, Inc. ("UUC").

WHEREAS, WLW and UUC signed an Agreement ("Agreement"), dated 2/7/05, for a 225,000 GPD WWTP at Village of Lakeland.

WHEREAS, WLW has paid UUC the sum of \$60,000 pursuant to the Agreement.

WHEREAS, all parties wish to have WLW assign all of its rights and responsibilities under the Agreement to SanTrust.

WLW, SanTrust, and UUC agree as follows:

1. WLW hereby assigns all of its rights and responsibilities under the Agreement to SanTrust. UUC and WLW do not release each other from liability under the Agreement.
2. Upon this Assignment of Agreement being signed, assigned, SanTrust shall immediately pay WLW the sum of \$60,000.00. (Money already paid to UUC from WLW.) SanTrust shall pay UUC all of the remaining monies pursuant to the Agreement. After all of the equipment for the package plant ("Equipment") is on the WLW Property, SanTrust, not WLW, shall be the sole owner of the Equipment.
3. The Agreement, Article 1, Section 2, is hereby deleted.
4. SanTrust, at its option, may or may not buy the \$137,000 Additional Services.
5. The Agreement, Section 5.1, is hereby modified to state that UUC shall provide \$1,000,000 Contractor's Liability and Worker's Compensation Insurance.
6. The Agreement, Section 5.2, is hereby modified to state that WLW shall provide \$1,000,000 Owner's Liability and Property Insurance. WLW's requirement shall continue after this Assignment of Agreement is signed since WLW will still own the land.
7. In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

Assignment of Agreement, between WLW, SANTRUST, and UUC

West Lakeland Wastewater, Inc.

BY: Suzanne A. Britt, Pres
Suzanne Britt, President

Date: 4-6-05

SANTRUST, LTD, a Florida Limited partnership,
BY: W.M. SANDERLIN & ASSOCIATES, INC., its general partner

BY: _____
Judith D. Squillante, Vice President

Date: _____

Underground Utility Contractors, Inc.

BY: _____
Kevin M. Klaus, Vice President

Date: _____

WEST LAKELAND WASTEWATER, INC.

Legal Description

EXHIBIT B

Anglers Lake

A parcel of land lying in the Northeast 1/4 of Section 22, Township 28 South, Range 24 East, Polk County, Florida.

Being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of aforesaid Section 22 thence run South 00E21'53" East along the East line of said Northeast 1/4 for a distance of 821.45 feet; thence departing said East line run South 89E37'32" West for a distance of 34.67 feet to the POINT OF BEGINNING, also being a point on the Westerly right-of-way line of Reynolds Road according to the Polk County Maintained Right-of-Way Map, recorded in Map Book 4, Pages 52 through 56; thence run the following courses and distances along said Westerly right-of-way line; South 00E02'11" West for a distance of 4.56 feet; thence run South 08E33'32" East for a distance of 66.15 feet; thence run South 08E33'32" East for a distance of 34.88 feet; thence run South 00E04'42" East for a distance of 100.00 feet; thence run South 00E52'49" East for a distance of 100.00 feet; thence run South 00E25'19" East for a distance of 100.00 feet; thence run South 00E04'42" East for a distance of 100.00 feet; thence run South 00E18'27" East for a distance of 100.00 feet; thence run South 00E32'12" East for a distance of 100.00 feet; thence run South 00E21'53" East for a distance of 100.00 feet; thence run South 00E09'03" West for a distance of 100.00 feet; thence run South 00E21'53" East for a distance of 100.00 feet; thence run South 00E56'16" East for a distance of 100.00 feet; thence run South 00E15'00" East for a distance of 100.00 feet; thence run South 00E56'16" East for a distance of 100.00 feet; thence run South 00E25'19" East for a distance of 100.00 feet; thence run South 00E09'03" West for a distance of 100.00 feet; thence run South 00E32'12" East for a distance of 100.00 feet; thence run South 00E36'33" West for a distance of 56.95 feet to a point on the North line of the South 160.00 feet of aforesaid Northeast 1/4 of Section 22; thence departing said Westerly right-of-way line run North 89E56'15" West along said North line for a distance of 392.84 feet to a point on the West line of the East 413.50 feet of said Northeast 1/4; thence departing said North line run South 00E21'53" East along said West line for a distance of 160.00 feet to a point on the South line of said Northeast 1/4; thence departing said West line run North 89E56'15" West along said South line for a distance of 301.99 feet; thence departing said South line run North 00E20'50" West for a distance of 1318.15 feet; thence run North 00E20'50" West for a distance of 498.06 feet; thence run North 89E37'32" East for a distance of 680.26 feet to aforesaid POINT OF BEGINNING.

Contains 27.560 acres more or less.

WEST LAKELAND WASTEWATER, INC.

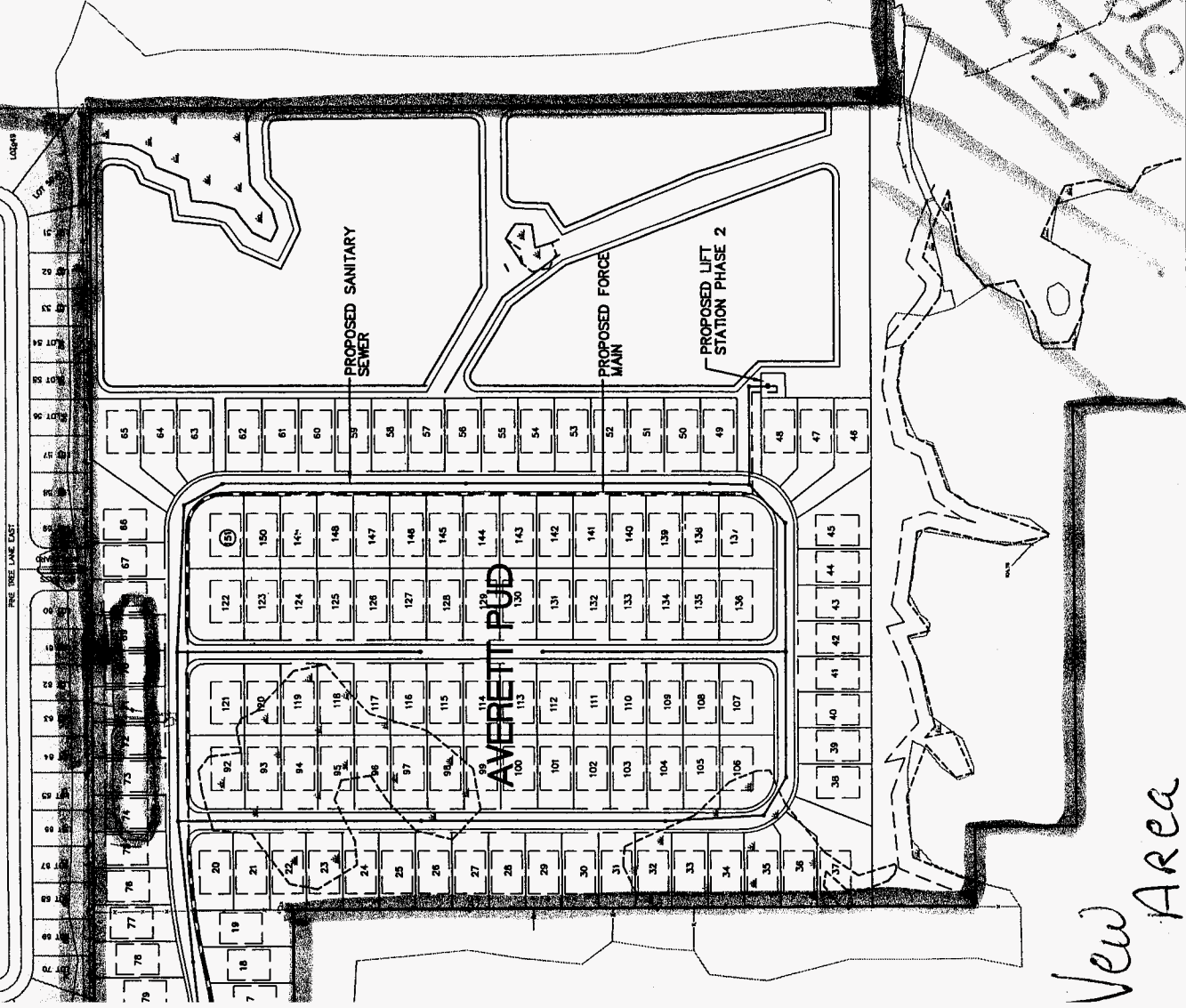
System Map

*2 Color Marked Maps
forwarded to ECR*

EXHIBIT C

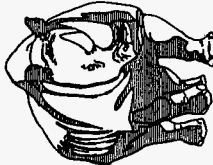


EXISTING TREATMENT PLANT
 RELEASE - LEFT AVE
 FIELD FROM
 RELEASE - DRYLAND
 FIELD FROM



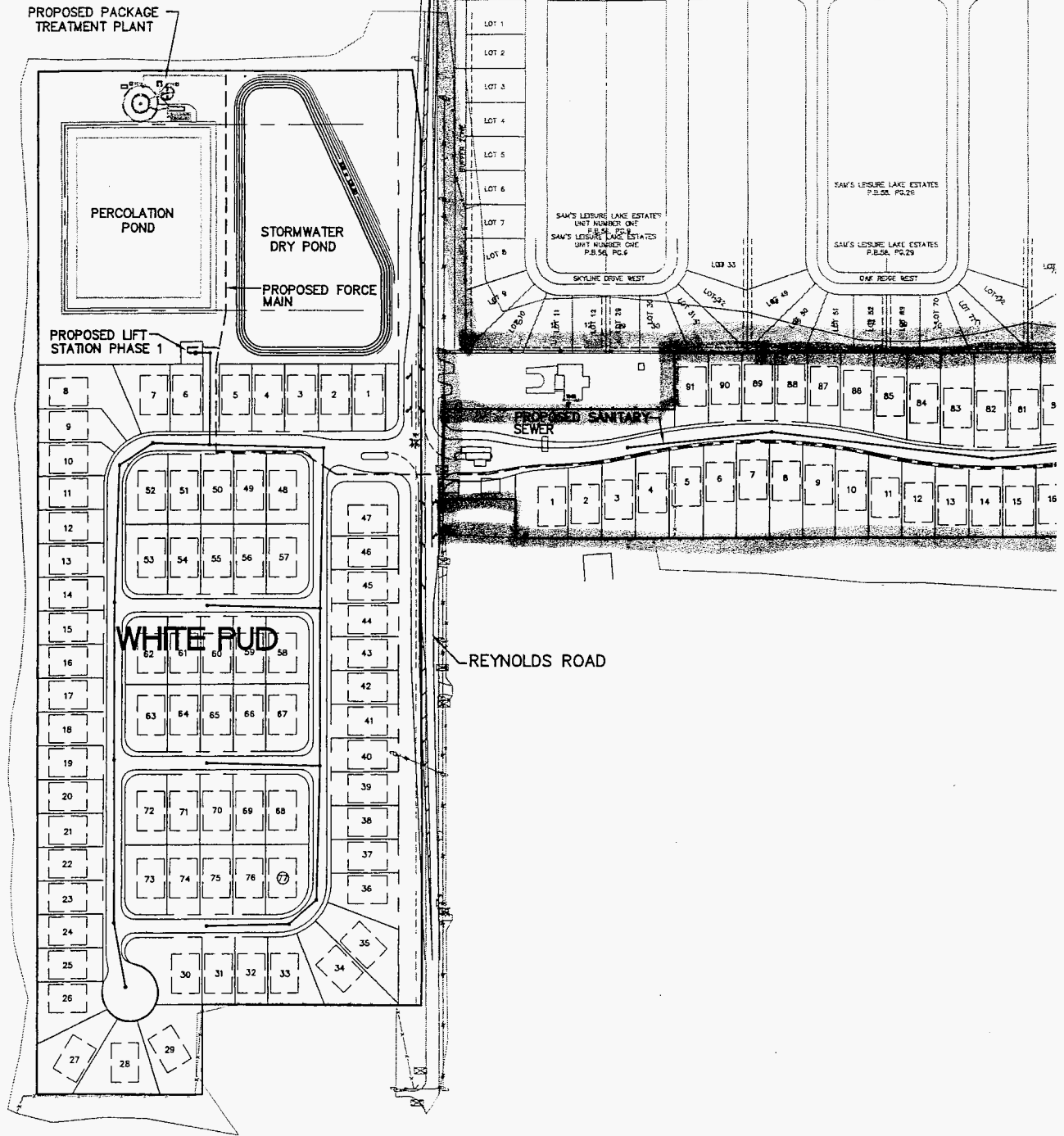
JOB NO.	24152
SEC.	22,23, TWP. 28, RANGE 24
DRAWN BY:	RCR
APPROVED BY:	CMM
DATE:	06/26/05
SCALE:	N.T.S

White + Averett PUD
 Single Family Homes
 PROPOSED SANITARY
 SEWER /TREATMENT FACILITY




MADDEN
 ENGINEERING, INC.
 CIVIL ENGINEERS


431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 • (407) 629-8330



New Area

 Existing Territory

 Existing Service Customers

 Ext. Ponds + Spray fields + Ext Treatment Plant

WEST LAKELAND WASTEWATER, INC.

County Tax Assessment Map

FORWARDED TO ECR

EXHIBIT D

WEST LAKELAND WASTEWATER, INC.

Original and Two Copies of Revised Tariff Sheets

*Original Tariff forwarded
to ECR*

EXHIBIT E

NAME OF COMPANY: West Lakeland Wastewater, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED (CONTINUED)

Anglers Lake

A parcel of land lying in the Northeast 1/4 of Section 22, Township 28 South, Range 24 East, Polk County, Florida.

Being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of aforesaid Section 22 thence run South 00°21'53" East along the East line of said Northeast 1/4 for a distance of 821.45 feet; thence departing said East line run South 89°37'32" West for a distance of 34.67 feet to the POINT OF BEGINNING, also being a point on the Westerly right-of-way line of Reynolds Road according to the Polk County Maintained Right-of-Way Map, recorded in Map Book 4, Pages 52 through 56; thence run the following courses and distances along said Westerly right-of-way line; South 00°02'11" West for a distance of 4.56 feet; thence run South 08°33'32" East for a distance of 66.15 feet; thence run South 08°33'32" East for a distance of 34.88 feet; thence run South 00°04'42" East for a distance of 100.00 feet; thence run South 00°52'49" East for a distance of 100.00 feet; thence run South 00°25'19" East for a distance of 100.00 feet; thence run South 00°04'42" East for a distance of 100.00 feet; thence run South 00°18'27" East for a distance of 100.00 feet; thence run South 00°32'12" East for a distance of 100.00 feet; thence run South 00°21'53" East for a distance of 100.00 feet; thence run South 00°09'03" West for a distance of 100.00 feet; thence run South 00°21'53" East for a distance of 100.00 feet; thence run South 00°56'16" East for a distance of 100.00 feet; thence run South 00°15'00" East for a distance of 100.00 feet; thence run South 00°56'16" East for a distance of 100.00 feet; thence run South 00°25'19" East for a distance of 100.00 feet; thence run South 00°09'03" West for a distance of 100.00 feet; thence run South 00°32'12" East for a distance of 100.00 feet; thence run South 00°36'33" West for a distance of 56.95 feet to a point on the North line of the South 160.00 feet of aforesaid Northeast 1/4 of Section 22; thence departing said Westerly right-of-way line run North 89°56'15" West along said North line for a distance of 392.84 feet to a point on the West line of the East 413.50 feet of said Northeast 1/4; thence departing said North line run South 00°21'53" East along said West line for a distance of 160.00 feet to a point on the South line of said Northeast 1/4; thence departing said West line run North 89°56'15" West along said South line for a distance of 301.99 feet; thence departing said South line run North 00°20'50" West for a distance of 1318.15 feet; thence run North 00°20'50" West for a distance of 498.06 feet; thence run North 89°37'32" East for a distance of 680.26 feet to aforesaid POINT OF BEGINNING.

Contains 27.560 acres more or less.

Suzzane A. Britt
ISSUING OFFICER

President
TITLE

WEST LAKELAND WASTEWATER, INC.

Original Certificate

*Original forwarded to
ECP*

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

515 - S

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

WEST LAKELAND WASTEWATER, INC.

Whose principal address is:

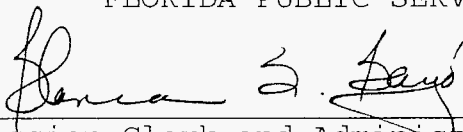
2903 Brooks Street
Lakeland, FL 33803 (Polk County)

to provide wastewater 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.

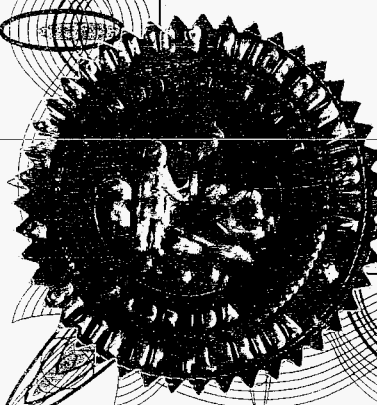
This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	PSC-98-0752-FOF-SU	DOCKET	971531-SU
ORDER	PSC-01-1271-PAA-SU	DOCKET	010382-SU
ORDER	PSC-01-1576-FOF-SU	DOCKET	010382-SU
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



Commission Clerk and Administrative Services Director



WEST LAKELAND WASTEWATER, INC.

Affidavit

EXHIBIT G

A F F I D A V I T

STATE OF FLORIDA
COUNTY OF Polk

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Suzzane A. Britt, President of West Lakeland Wastewater, Inc., who after being duly sworn, did depose on oath and say that West Lakeland Wastewater, Inc. does currently have tariffs and annual reports on file with the Florida Public Service Commission.

FURTHER AFFIANT SAYETH NOT.

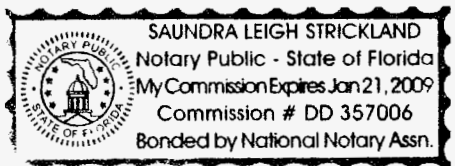
Suzzane A. Britt
Suzzane A. Britt

STATE OF FLORIDA)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 5th day of July, 2005, by Suzzane A. Britt, who is personally known to me or who has produced _____ as identification.

Sandra Leigh Strickland

7/5/05



WEST LAKELAND WASTEWATER, INC.

Notice, Affidavit and List of Entities Noticed

EXHIBIT H

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Tonya Simpson, did depose on oath and say that she is the secretary of F. Marshall Deterding, attorney for West Lakeland Wastewater, Inc. and that on July 26, 2005, she did send by regular mail a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Tonya Simpson

Sworn to and subscribed before me this 26th day of July, 2005, by Tonya Simpson, who is personally known to me.

Marie Elena Bramblett
Print Name: Marie Elena Bramblett
NOTARY PUBLIC
My Commission Expires:



Marie Elena Bramblett
MY COMMISSION # DD194641 EXPIRES
March 30, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

July 26, 2005

LEGAL NOTICE OF APPLICATION FOR AMENDMENT OF CERTIFICATE

Pursuant to the provisions of Section 367.045, Florida Statutes, and the provisions of Florida Public Service Commission Rule 25-30.030, Notice is hereby given this 26th day of July, 2005 by West Lakeland Wastewater, Inc., P.O. Box 2303, Eaton Park, FL 33840-2303, of its Application to extend its service area to provide wastewater service to the following described lands in Polk County, Florida:

Anglers Lake

A parcel of land lying in the Northeast 1/4 of Section 22, Township 28 South, Range 24 East, Polk County, Florida.

Being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of aforesaid Section 22 thence run South 00E21'53" East along the East line of said Northeast 1/4 for a distance of 821.45 feet; thence departing said East line run South 89E37'32" West for a distance of 34.67 feet to the POINT OF BEGINNING, also being a point on the Westerly right-of-way line of Reynolds Road according to the Polk County Maintained Right-of-Way Map, recorded in Map Book 4, Pages 52 through 56; thence run the following courses and distances along said Westerly right-of-way line; South 00E02'11" West for a distance of 4.56 feet; thence run South 08E33'32" East for a distance of 66.15 feet; thence run South 08E33'32" East for a distance of 34.88 feet; thence run South 00E04'42" East for a distance of 100.00 feet; thence run South 00E52'49" East for a distance of 100.00 feet; thence run South 00E25'19" East for a distance of 100.00 feet; thence run South 00E04'42" East for a distance of 100.00 feet; thence run South 00E18'27" East for a distance of 100.00 feet; thence run South 00E32'12" East for a distance of 100.00 feet; thence run South 00E21'53" East for a distance of 100.00 feet; thence run South 00E09'03" West for a distance of 100.00 feet; thence run South 00E21'53" East for a distance of 100.00 feet; thence run South 00E56'16" East for a distance of 100.00 feet; thence run South 00E15'00" East for a distance of 100.00 feet; thence run South 00E56'16" East for a distance of 100.00 feet; thence run South 00E25'19" East for a distance of 100.00 feet; thence run South 00E09'03" West for a distance of 100.00 feet; thence run South 00E32'12" East for a distance of 100.00 feet; thence run South 00E36'33" West for a distance of 56.95 feet to a point on the North line of the South 160.00 feet of aforesaid Northeast 1/4 of Section 22; thence departing said Westerly right-of-way line run North 89E56'15" West along said North line for a distance of 392.84 feet to a point on the West line of the East 413.50 feet of said Northeast 1/4; thence departing said North line run South 00E21'53" East along said West line for a distance of 160.00 feet to a point on the South line of said Northeast 1/4; thence departing said West line run North 89E56'15" West along said South line for a distance of 301.99 feet; thence departing said South line run North 00E20'50" West for a distance of 1318.15 feet; thence run North 00E20'50" West for a distance of 498.06 feet; thence run North 89E37'32" East for a distance of 680.26 feet to aforesaid POINT OF BEGINNING.

Contains 27.560 acres more or less.

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

F. Marshall Deterding, Esquire
Rose, Sundstrom & Bentley
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

COMMISSIONERS:
BRAULIO L. BAEZ, CHAIRMAN
J. TERRY DEASON
RUDOLPH "RUDY" BRADLEY
LISA POLAK EDGAR

STATE OF FLORIDA



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

Public Service Commission

July 12, 2005

Mr. F. Marshall Deterding
Rose, Sundstrom & Bentley, LLP
2548 Blainstone Pines Drive
Tallahassee, FL 32301

Re: Noticing List for Polk County for the Application by West Lakeland Wastewater, Inc. for Amendment in Polk County.

Dear Mr. Deterding:

Enclosed is the list of water and wastewater utilities and governmental/regulatory agencies located in the above mentioned county. Please refer to Commission Rule 25-30.030, Florida Administrative Code, for the noticing requirements. Noticing must be done in the proper format, consistent with the rule. If your notice is not in the proper format, you will be required to renote and your application will be delayed. Instructions for preparation of a territory description are available upon request.

Please note that if your county list includes two Department of Environmental Protection offices or two Water Management District offices, you must identify which is the proper district office for your notice. You will note that the county list is dated and is valid for sixty days from that date. If you have not performed the noticing by this date, you must request an updated list.

If you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in black ink that reads "Richard Redemann".

Richard Redemann, P.E.

RR:kb

Enclosures1

C:\msword\Countylist21 West Lakeland.doc

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
07/12/2005 - 09/09/2005**

UTILITY NAME

MANAGER

POLK COUNTY

ALTURAS UTILITIES, L.L.C. (WU871)
685 DYSON ROAD
HAINES CITY, FL 33844-8587

AMANDA CHAMBERS
(863) 421-6827

ANGLERS COVE WEST, LTD. (WS817)
P. O. BOX 5252
LAKELAND, FL 33807-5252

TODD MAXWELL
(863) 647-1581

AQUASOURCE UTILITY, INC. D/B/A AQUA UTILITIES FLORIDA, INC (WS819)
% AQUASOURCE, INC.
6960 PROFESSIONAL PARKWAY EAST, #400
SARASOTA, FL 34240-8432

NANCE GUTH
(941) 907-7411

CAL CLAIR, INC. D/B/A BREEZE HILL UTILITY (WS863)
P. O. BOX 1408
LAKE WALES, FL 33859-1408

CALVIN C. BLAKE
(863) 696-1666

CHC VII, LTD. (WS816)
P. O. BOX 5252
LAKELAND, FL 33807-5252

TODD MAXWELL
(863) 647-1581

CROOKED LAKE PARK SEWERAGE COMPANY (SU785)
227 CALOOSA LAKE CIRCLE, NORTH
LAKE WALES, FL 33859-8605

KENNETH J. KNOWLTON
(863) 638-3117

CRYSTAL RIVER UTILITIES, INC. D/B/A AQUA UTILITIES FLORIDA (WS772)
% AQUASOURCE, INC.
6960 PROFESSIONAL PARKWAY EAST, #400
SARASOTA, FL 34240-8432

NANCE GUTH
(941) 907-7411

CYPRESS LAKES UTILITIES, INC. (WS800)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN
(407) 869-1919

FLORIDA WATER SERVICES CORPORATION (WS765)
P. O. BOX 609520
ORLANDO, FL 32860-9520

CARLYN KOWALSKY
(407) 598-4297

FOUR LAKES GOLF CLUB, LTD. (WS815)
P. O. BOX 5252
LAKELAND, FL 33807-5252

TODD MAXWELL
(941) 647-1581

GRENELEFE RESORT UTILITY, INC. (WS770)
5601 WINDHOVER DRIVE
ORLANDO, FL 32819-7914

BILL GOAZIOU
(407) 351-3350

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
07/12/2005 - 09/09/2005**

UTILITY NAME

MANAGER

POLK COUNTY

HIDDEN COVE, LTD. (WS814)
P. O. BOX 5252
LAKELAND, FL 33807-5252

TODD MAXWELL
(941) 647-1581

KEEN SALES, RENTALS AND UTILITIES, INC. (WU771)
685 DYSON ROAD
HAINES CITY, FL 33844-8587

EARLENE KEEN
(863) 421-6827

LAKE HAVEN UTILITY ASSOCIATES, LTD. D/B/A LAKE WALES UTILI (WS786)
P. O. BOX 9076
LAKESHORE, FL 33854-9076

DAVID K. PEARCE
(863) 696-1128

MOUNTAIN LAKE CORPORATION (WU791)
P. O. BOX 832
LAKE WALES, FL 33859-0832

ROBERT E. MARTIN
(863) 676-3494

ORCHID SPRINGS DEVELOPMENT CORPORATION (WS789)
295 FIRST STREET SOUTH
WINTER HAVEN, FL 33880-3272

CAROL C. RHINEHART
(863) 324-3698

PARK WATER COMPANY INC. (WU776)
25 FIRST AVENUE NORTH
LAKE WALES, FL 33859-8761

ANTHONY STAIANO
(863) 638-1285

PINECREST RANCHES, INC. (WU779)
P. O. BOX 2427
BARTOW, FL 33831-2427

S. NORMAN DUNCAN
(863) 559-7997

PLANTATION LANDINGS, LTD. (WS813)
P. O. BOX 5252
LAKELAND, FL 33807-5252

TODD MAXWELL
(941) 647-1581

RIVER RANCH WATER MANAGEMENT, L.L.C. (WS850)
5601 WINDHOVER DRIVE
ORLANDO, FL 32819-7936

MARK WALTRIP
(407) 351-3351 EXT 101

S. V. UTILITIES, LTD. (WS812)
P. O. BOX 5252
LAKELAND, FL 33807-5252

TODD MAXWELL
(941) 647-1581

SUNRISE UTILITIES, LLC (WU870)
685 DYSON ROAD
HAINES CITY, FL 33844-8587

AMANDA CHAMBERS
(863) 421-6827

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
07/12/2005 - 09/09/2005**

UTILITY NAME

MANAGER

POLK COUNTY

TEVALO, INC. D/B/A MCLEOD GARDENS WATER COMPANY (WU841)
P. O. BOX 2898
WINTER HAVEN, FL 33883-2898

JAMES O. VAUGHN
(863) 293-2577

THE COLINAS GROUP, INC. (WU869)
2031 EAST EDGEWOOD DRIVE, #5
LAKELAND, FL 33803-3659

DAVID BLOUNT
(863) 326-6122

WEST LAKELAND WASTEWATER, INC. (SU836)
P. O. BOX 2303
EATON PARK, FL 33840-2303

SUZZANE AVERETT BRITT
(863) 665-1748 EXT 25

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
07/12/2005 - 09/09/2005**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CENTRAL FL. REGIONAL PLANNING COUNCIL
P.O. BOX 2089
BARTOW, FL 33831

CITY MANAGER, CITY OF BARTOW
450 NORTH WILSON
BARTOW, FL 33831-3954

CLERK, BOARD OF COUNTY COMMISSIONERS, POLK COUNTY
P. O. BOX 9000, DRAWER CC-1
BARTOW, FL 33831-9000

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

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

MAYOR, CITY OF AUBURNDALE
P. O. BOX 186
AUBURNDALE, FL 33823-0186

MAYOR, CITY OF DAVENPORT
P. O. BOX 125
DAVENPORT, FL 33836-0125

MAYOR, CITY OF EAGLE LAKE
P. O. BOX 129
EAGLE LAKE, FL 33839-0129

MAYOR, CITY OF FROSTPROOF
P. O. BOX 308
FROSTPROOF, FL 33843-0308

MAYOR, CITY OF FT. MEADE
P. O. BOX 856
FT. MEADE, FL 33841-0856

MAYOR, CITY OF HAINES CITY
P. O. BOX 1507
HAINES CITY, FL 33845-1507

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
07/12/2005 - 09/09/2005**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

MAYOR, CITY OF LAKE ALFRED
120 EAST POMELO STREET
LAKE ALFRED, FL 33850-2136

MAYOR, CITY OF LAKE WALES
P. O. BOX 1320
LAKE WALES, FL 33859-1320

MAYOR, CITY OF LAKELAND
228 SOUTH MASSACHUSETTS AVENUE
LAKELAND, FL 33801-5086

MAYOR, CITY OF MULBERRY
P. O. BOX 707
MULBERRY, FL 33860-0707

MAYOR, CITY OF WINTER HAVEN
P. O. BOX 2277
WINTER HAVEN, FL 33883-2277

MAYOR, TOWN OF DUNDEE
P. O. BOX 1000
DUNDEE, FL 33838-1000

MAYOR, TOWN OF HILLCREST HEIGHTS
151 SCENIC HIGHWAY, N.
P. O. BOX 129
BABSON PARK, FL 33827-0127

MAYOR, TOWN OF LAKE HAMILTON
P. O. BOX 126
LAKE HAMILTON, FL 33851-0126

MAYOR, TOWN OF POLK CITY
P. O. BOX 1139
POLK CITY, FL 33868-1139

MAYOR, VILLAGE OF HIGHLAND PARK
1337 NORTH HIGHLAND PARK
LAKE WALES, FL 33853-7422

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
07/12/2005 - 09/09/2005**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

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

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
07/12/2005 - 09/09/2005**

UTILITY NAME

MANAGER

STATE OFFICIALS

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

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

WEST LAKELAND WASTEWATER, INC.

Affidavit of Property Owner Mailing

LATE FILED EXHIBIT I

WEST LAKELAND WASTEWATER, INC.

Affidavit of Publication

LATE FILED EXHIBIT J