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REPLY TO CENTRAL FLORIDA OFFICE

February 27, 2006

HAND DELIVERY

MARTIN S. FRIEDMAN, P.A.
VALERIE L. LORD
BRIAN J. STREET

RECEIVED-FPSC
06 FEB 27 AM 11:42
COMMISSION
CLERK

Ms. Blanca Bayo
Commission Clerk and Administrative Services Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

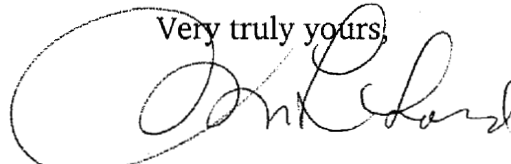
RE: Docket No. 060165-WS; Plantation Bay Utility Co.'s Application for Amendment
of Certificates of Authorization (The Reserve; Dixie Commons)
Our File No.: 36062.07

Dear Ms. Bayo:

Enclosed for filing are the original and twelve (12) copies of the Application of
Plantation Bay Utility Co., for Amendment of its Water and Wastewater Certificates in
Flagler and Volusia County, Florida. Also enclosed is our check in the amount of \$400.00
representing the appropriate filing fee.

Should you have any questions regarding this filing, please do not hesitate to give me
a call.

Very truly yours,



VALERIE L. LORD
For the Firm

RECEIVED & FILED

Man
FPSC-BUREAU OF RECORDS

check received with filing and returned
in Fiscal for deposit. Fiscal to forward
deposit information to Records.

Signature of person who forwarded check

VLL/mp
Enclosures

cc: Mr. Richard Redemann (w/enclosure & 1 set of full size maps) (via hand delivery)
Mr. Douglas R. Ross (w/enclosure)
Kathryn A. Vaughan, Esquire (w/enclosure)
Mr. Charlie Faulkner (w/enclosure)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application of
PLANTATION BAY UTILITY CO.
for amendment to Water Certificate
No. 455-W and Wastewater Certificate
No. 389-S in Flagler and Volusia
Counties, Florida

Docket No. _____

APPLICATION FOR AMENDMENT TO WATER CERTIFICATE NO. 455-W
AND WASTEWATER CERTIFICATE NO. 389-S

PLANTATION BAY UTILITY CO. ("Applicant"), by and through its undersigned attorneys, and pursuant to Section 367.045(2), Florida Statutes, and Rule 25-30.036, Florida Administrative Code, files this Application for Amendment to Water Certificate No. 455-W and Wastewater Certificate No. 389-S, to extend its certificated water and wastewater service areas in Flagler and Volusia Counties, Florida, and in support thereof states:

1. The exact name of the Applicant and the address of its principal business offices are:

Plantation Bay Utility Co.
2379 Beville Road
Daytona Beach, Florida 32119

The names and address of the persons authorized to receive notices and communications in respect to this application are:

Martin S. Friedman, Esquire
Valerie L. Lord, Esquire
Rose, Sundstrom & Bentley, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, Florida 32779

DOCUMENT NUMBER-DATE

01669 FEB 27 98

FPSC-COMMISSION CLERK

(407)830-6331
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vlord@rsbattorneys.com

3. Pursuant to a Developer Agreement dated October 26, 2005, the Applicant agreed to provide water and wastewater service to a commercial development in Flagler County, Florida, to be constructed by Lighthouse Development Group, Inc. ("Dixie Commons") Pursuant to a Developer Agreement dated September 30, 2005, the Applicant agreed to provide water and wastewater service to a residential development to be constructed by 84 Acres Limited Partnership ("The Reserve at Flagler"). The land included in these developments is more particularly described in Exhibit "A" ("Extension Areas"). True and correct copies of these Developer Agreements are attached hereto as Exhibit "B". None of the Extension Area is presently within the Applicant's certificated water and wastewater service area.

4. As required by Rule 25-30.036(3), Florida Administrative Code, the Applicant provides the following information:

- (a) The Applicant's complete name and address are as set out above.
- (b) The Applicant is an established utility and has both the financial and technical ability to render reasonably sufficient, adequate and efficient service. The Applicant's most recent financial statements from the Applicant's 2004 Annual Report are attached as Exhibit "C". In addition, more recent financial information can be obtained from the Commission's files in Docket No. 050281-WS, the rate case which is currently pending. With respect to the Applicant's technical ability, the Applicant has engaged Wetherell

Treatment Systems, which employs licensed operators. Attached as Exhibit "D" is a schedule listing the operators and their license numbers. There are no outstanding Consent Orders or Notices of Violation from the Department of Environmental Protection.

(c) To the best of the Applicant's knowledge, the provision by the Applicant of water and wastewater service to the Extension Area is consistent with the water and wastewater sections of the Flagler County Comprehensive Plan at the time this Application is filed, as approved by the Department of Community Affairs.

(d) Documentary evidence of the Applicant's ownership of the land on which its plants are constructed is attached as Exhibit "E".

(e) A description of the Extension Area, using township, range and section references, is attached as Exhibit "A".

(f) One copy of each of the detailed water and wastewater system maps showing the lines, treatment facilities and the territory proposed to be served is attached hereto as Exhibit "F".

(g) The Applicant is not planning to build a new wastewater treatment facility or upgrade its existing wastewater treatment facility to serve the Extension Area.

(h) Not applicable.

(i) Maps of the Extension Area showing township, range and section, are attached as Exhibit "G".

(j) The capacity of the existing lines and treatment facilities and the design capacity of the Extension Area are as follows:

	Water System	Wastewater System
Capacity of Existing Lines	2143 ERCs	1448 ERCs
Permitted Capacity of Treatment Facilities:		
	.750 mgd	.475 mgd
Permitted Design Capacity of Extension Area	193,400 mgd	183,000 mgd

The number of water and wastewater ERCs for the existing water and wastewater systems as of the end of December, 2005 is 1,513 water ERCs and 1,513 wastewater ERCs. The Applicant proposes to serve an additional 131 ERCs in the Extension Area. The existing water and wastewater treatment facilities currently serving the Applicant's certificated water and wastewater service areas have sufficient capacity to serve the Extension Area.

(k) The numbers and dates of permits issued by the Department of Environmental Protection are:

Water System	Wastewater System
DEP ID No. PWS 2184251	DEP ID No. FLA 011597-001-DWIR
Expiration Date: none	Expiration Date: June 2008
WMD CUP No. 1960	
Expiration Date: 03/13/22	

(l) No new construction is anticipated; therefore the Applicant will not require financing. There will not be any impact on the Applicant's capital structure.

(m) The Dixie Commons development will consist of up to 130,000 square feet of office space, and will serve approximately 56 ERCs. The Reserve at Flagler development will consist of 75 single-family detached homes, and will serve 75 ERCs. This Application

is not intended to, nor will it, affect the type or quality of service already provided by the Applicant. The amendment of the Applicant's water and wastewater certificates for the purposes described in this Application will not interrupt, curtail or otherwise affect the provision of water and wastewater service to the Applicant's existing customers.

(n) The amendment of the Applicant's certificated water and wastewater service areas for the purposes described in this Application will not have any impact on the Applicant's rates or service availability charges.

(o) Attached as Exhibit "H" to this Application are the original and two copies of the revised water and wastewater tariff sheets reflecting the Extension Area. Copies of the revised tariff sheets are attached to each copy of this Application.

(p) Copies of the original water and wastewater certificates are attached as Exhibit "I". The Applicant submitted the original certificates to the Commission in Docket No. 050912-WS.

(q) An application for an increase in the Applicant's authorized water and wastewater rates is currently pending in Docket No. 050281-WS. The Applicant's last general rate review was an overearnings investigation which concluded with Order No. PSC-02-1449-PAA-WS, issued on October 21, 2002, based on a test year ending December 31, 2001.

(r) In response to Section 367.045(2)(c), Florida Statutes, attached hereto as Exhibit "J" is an Affidavit that the Applicant has on file with the Commission a tariff and current annual report.

5. The approval of this Application is in the public interest because there is a

need for service in the Extension Area and there is no other utility in the area of the proposed territory willing and capable of providing reasonably adequate service to the Extension Area. It is in the public interest for the Applicant's water and wastewater certificates to be amended for these purposes.

6. The Applicant will file, as Late Filed Exhibit "K", an Affidavit that notice of the Application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county or counties in which the system or territory proposed to be served is located;
- (2) the privately owned water utility that holds a certificate granted by the Public Service Commission and that is located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district;

Copies of the Notice and a list of entities noticed shall accompany the affidavit.

7. The Applicant will file, as Late Filed Exhibit "L", an Affidavit that notice of the Application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each property owner in the Extension Area.

8. The Applicant will file, as Late Filed Exhibit "M", an Affidavit that notice of the Application was published once a week in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code.

9. The filing fee required by Rule 25-30.020(2)(b), Florida Administrative Code, is \$400 (\$200 for water and \$200 for wastewater), because the Extension Area has the proposed capacity to serve between 101 and 200 water ERCs and between 101 and 200 wastewater ERCs. A check in that amount is included with this filing.

Respectfully submitted on this
24th day of February, 2006, by:

ROSE, SUNDSTROM & BENTLEY, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, Florida 32779
Telephone: (407) 830-6331
Facsimile: (407) 830-8522
Email: vlord@rsbattorneys.com

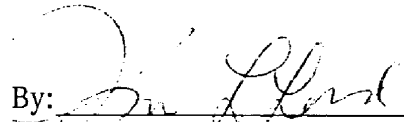
By: 
VALERIE L. LORD

EXHIBIT "A"

ADDITIONS TO WATER AND WASTEWATER SERVICE AREAS

Dixie Commons, Parcel 1:

Township 13 South, Range 31 East, Flagler County, Florida

A portion of Lot 9, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN SOUTH 05°04'03" EAST ALONG THE EASTERLY LINE OF SAID SECTION 3, A DISTANCE OF 2685.39 FEET TO THE INTERSECTION WITH THE CENTER LINE OF MARCO POLO BOULEVARD, FORMERLY CALLED OLD DIXIE HIGHWAY; THENCE SOUTH 89°23'27" WEST ALONG CENTER LINE OF SAID MARCO POLO BOULEVARD, A DISTANCE OF 1390.77 FEET TO A SPIKE AT THE WESTERLY END OF THE LIMITED ACCESS OF THE SOUTHBOUND EXIT RAMP OF INTERSTATE 95; THENCE NORTH 00°36'33" WEST, A DISTANCE OF 33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MARCO POLO BOULEVARD; THENCE SOUTH 89°23'27" WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 60 FEET, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 89°23'27" WEST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 140 FEET; THENCE NORTH 00°36'33" WEST, A DISTANCE OF 200 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 60°00'00", A RADIUS OF 52.58 FEET; A CHORD LENGTH OF 52.58 FEET, A CHORD BEARING OF NORTH 29°23'26" EAST, AND AN ARC LENGTH OF 55.06 FEET; THENCE NORTH 59°23'26" EAST, A DISTANCE OF 118.50 FEET; THENCE SOUTH 35°40'50" EAST, A DISTANCE OF 140.66 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 60°10'16", A RADIUS OF 139.31 FEET, A CHORD LENGTH OF 139.67 FEET, A CHORD BEARING OF SOUTH 29°28'38" WEST AND AN ARC LENGTH OF 148.30 FEET; THENCE SOUTH 00°38'33" EAST, A DISTANCE OF 69.0 FEET TO THE NORTHERLY RIGHT-OF-WAY OF MARCO POLO BOULEVARD AND THE POINT OF BEGINNING.

PARCEL CONTAINS 1.00 ACRES MORE OR LESS.

Dixie Commons, Parcel 2:

Township 13 South, Range 31 East, Flagler County, Florida

A portion of Lots 9, 10, 11 and 12, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as per map or plat of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 05°04'03" EAST, 2,685.39 FEET; THENCE SOUTH 89°23'27" WEST, ALONG THE CENTERLINE OF MARCO POLO BOULEVARD, FORMERLY OLD DIXIE HIGHWAY, 1,390.77 FEET; THENCE NORTH 00°36'33" WEST, 33.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS: THENCE SOUTH

EXHIBIT "A"

ADDITIONS TO WATER AND WASTEWATER SERVICE AREAS
(Continued)

89°23'27" WEST, 60.00 FEET; THENCE NORTH 00°36'33" WEST, 69.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 139.31 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 60°10'16", SUBTENDED BY A CHORD BEARING A DISTANCE OF NORTH 29°28'38" EAST, 139.67 FEET AND ARC LENGTH OF 146.30 FEET; THENCE NORTH 35°48'58" WEST, 140.66 FEET; THENCE NORTH 59°23'27" EAST, 346.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 112.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 60°00'00", SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°23'26" EAST, 112.58 FEET, AN ARC LENGTH OF 117.89 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°36'33" WEST, 324.48 FEET; THENCE NORTH 89°23'26" EAST, 573.05 FEET; THENCE SOUTH 16°19'04" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT OF WAY, 71.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 105°42'30", SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°32'12" WEST, 956.52 FEET AN ARC LENGTH OF 1,106.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°23'27" WEST 300.00 FEET, THENCE SOUTH 00°36'33" EAST, 69.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE 60.00 FOOT ROAD RIGHT OF WAY WHICH ADJOINS THE ABOVE DESCRIBED PROPERTY ON THE WESTERLY SIDE AND EXTENDING SOUTHERLY TO THE NORTHERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY.

The Reserve at Flagler

Township 13 South, Range 31 East, Flagler County, Florida

All of Lots 1, 2, 12 and part of Lot 11, Block "B" and all of Lots 5, 6, 7 and part of Lots 4, 8, and 9, Block "A", in Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, more particularly described as follows:

EXHIBIT "A"

ADDITIONS TO WATER AND WASTEWATER SERVICE AREAS

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 89°02'02" EAST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1995.92 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK "B" AND THE POINT OF BEGINNING; THENCE SOUTH 01°51'39" EAST ALONG THE WEST LINES OF LOTS 2, 12 AND 11 OF SAID BLOCK "B", A DISTANCE OF 2426.62 FEET TO A POINT IN THE EASTERLY LINE OF A 100 FOOT FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 17°05'43" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 227.06 FEET TO A POINT IN THE NORTH LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT OF WAY IN THIS AREA (8-5-04); THENCE NORTH 89°25'11" EAST ALONG SAID NORTH LINE A DISTANCE OF 1189.89 FEET TO A POINT IN THE WESTERLY LINE OF STRICKLAND CANAL AS NOW LAID OUT AND USED; THENCE NORTH 06°25'36" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 2666.58 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 3 AND IN THE NORTH LINE OF SAID BLOCK "A", THENCE SOUTH 89°30'36" WEST ALONG SAID NORTH LINE A DISTANCE OF 968.67 FEET TO THE NORTHWEST CORNER OF SAID BLOCK "A", SAID POINT BEING ALSO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE SOUTH 89°02'02" WEST ALONG THE NORTH LINE OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID LOT 2, BLOCK "B", A DISTANCE OF 665.31 FEET TO THE POINT OF BEGINNING, CONTAINING 87.459 ACRES MORE OR LESS.

EXHIBIT "B"
DEVELOPER AGREEMENTS

EXHIBIT
B

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into this 30 day of September, 2005, by and between 84 ACRES LIMITED PARTNERSHIP, a Florida limited partnership, hereinafter referred to as "Developer," and PLANTATION BAY UTILITY COMPANY, a Florida corporation, hereinafter referred to as "Service Company,"

WHEREAS, Developer owns or controls lands located in Flagler 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 75 detached single-family residential units; and

WHEREAS, Developer desires that the Service Company provide potable water ("Water Service") and central wastewater collection, treatment and disposal ("Wastewater Service") for Developer's Property herein described; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Service Company's Service Availability Policy, Water Service and Wastewater Service ("Utility Service") to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive adequate Utility Service from Service Company;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Service Company hereby covenant and agree as follows:

- 1.0 The foregoing statements are true and correct and incorporated herein.
- 2.0 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 Installation" - All facilities ordinarily on the Consumer's side of the Point of Delivery.
 - (b) "Contribution-in-aid-of-Construction (CIAC)" - The sum of money and/or the value of property represented by the cost of the Utility Systems including lift stations and treatment plants constructed or to be constructed by a Developer or owner, which Developer or owner transfers, or agrees to transfer, to Service Company at no cost to

Service Company to provide Utility Service to the Property.

- (c) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 350 gallons per day (gpd) for water service and 280 gallons per day (gpd) for wastewater service. The number of ERC's contained in a given ADF is determined by dividing that ADF by 350 gpd for water service and 280 gpd for wastewater service.
- (d) "Point of Delivery" - For wastewater service, the point where the pipes of Service Company are connected with the pipes of the Consumer, and for water service is at the outflow of the water meter.
- (e) "Property" - The area or parcel of land described in Exhibit "A."
- (f) "Service" - The readiness and ability on the part of Service Company to furnish and maintain Utility Service to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

3.0 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 Title Insurance Policy or an opinion of title from a qualified attorney-at-law, with respect to the Property, which 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.

4.0 Connection Charges. Developer, upon execution of this Agreement, shall deposit Fifty Thousand Dollars (\$50,000.00) in escrow ("Escrow Deposit") with Rose, Sundstrom & Bentley, LLP ("Escrow Agent"), to be paid by escrow agent to Service Company upon the entry of an Order by the Florida Public Service Commission extending Service Company's service area to include the Property. In the event that Service Company fails to obtain an Order by the Florida Public Service Commission extending Service Company's service area, then Escrow Agent shall refund the Escrow Deposit to Developer. The balance of One Hundred Eighty Thousand Six Hundred and Twenty-five Dollars (\$180,625.00) shall be paid upon Service Company executing the DEP permit applications for this development. Payment of the connection charges does not and will not result in Service Company waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by

Developer making payment of same. Except as provided for herein regarding the Escrow Deposit, Service Company shall not be obligated to refund to Developer or Consumer any portion of the value of the connection charges for any reason whatsoever, nor shall Service Company pay any interest or rate of interest upon the connection charges paid.

4.1 Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the water or wastewater facilities and properties of Service Company, and all prohibitions applicable to Developer with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities.

4.2 Any user or consumer of Utility Service shall not be entitled to offset any bill or bills rendered by Service Company for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Service Company.

4.3 Developer shall be required to make an advance deposit in the amount of \$10,000.00 pursuant to Rule 25-30.540, Florida Administrative Code, at the time of execution of this Agreement to cover engineering, administrative and legal expenses incurred by the Service Company in execution and performance of this Agreement including, but not limited to, the expansion of its service area.

5.0 On-Site and Off-Site Systems. Developer hereby covenants and agrees to design and construct at its sole cost and expense the on-site water distribution and wastewater collection systems. The term "on-site water distribution and wastewater collection systems" means and includes all pipes, valves, facilities and equipment, including pumping stations, constructed within the boundaries of Developer's Property adequate in size to provide each building within the Property with water and wastewater service.

Developer shall design and construct at its sole cost and expense the off-site water distribution and wastewater collection systems. The term "off-site wastewater collection systems" means and includes all water distribution and wastewater collection lines, facilities, and equipment, including lift stations, located outside the boundaries of Developer's Property and constructed for the purpose of connecting on-site systems to Service Company's existing main. Service Company requires Developer to oversize the water distribution and wastewater collection systems to serve property other than the Property, and for a period of seven (7) years from the date Service Company accepts such oversized systems, Service Company shall collect from other developers utilizing such lines and pay to Developer the prorata hydraulic share utilized by such other developers.

5.1 Developer at its sole cost and expense shall cause to be prepared five (5) copies of the applications for permits and eight (8) sets of finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the on-site and off-site water distribution and wastewater collection systems proposed to be installed to provide

Utility 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. Service Company shall notify Developer in writing of its approval or disapproval of such plans and specifications within thirty (30) days of their submission by Developer, and will state the specific reasons for denying approval of the plans and specifications. Developer may then revise and resubmit the disapproved plans and specifications within thirty (30) days of the denial, and the re-submission will be treated as an original submission. Service Company's failure to respond within thirty (30) days shall constitute an automatic approval, which shall be verified in writing upon request. No construction shall commence until Service Company and appropriate regulatory agencies have approved such plans and specifications in writing, unless automatic approval is deemed as provided herein. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Service Company one copy of the permits and approved plans.

5.2 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 engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Service Company.

5.3 Developer shall provide to Service Company's inspector, twenty-four (24) hours notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the on-site and off-site water distribution and wastewater collection systems as shown on the approved plans and specifications.

5.4 During the construction of the on-site and off-site 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. Developer agrees to pay to Service Company, or Service Company's authorized agent, a reasonable sum to cover the cost of inspection of the water distribution and wastewater collection facilities constructed by Developer or Developer's contractor.

5.5 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 reproducible ammonia mylars of the as-built plans prepared and certified by the engineer of record.

5.6 By these presents, Developer without further consideration hereby transfers to Service Company, title to the on-site and off-site systems. Such conveyance shall take effect at the time Service Company issues its final letter of acceptance. As further evidence of said transfer of title, upon the completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Service Company at Service Company's request, Developer shall:

- (a) Convey to Service Company, by bill of sale in form satisfactory to Service Company's counsel, such water distribution and wastewater collection systems as constructed by Developer and approved by Service Company.
- (b) Provide Service Company with copies of invoices from contractor for such systems.
- (c) Provide Service Company with copies of Releases of Lien for said invoices.
- (d) Assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Service Company which Developer obtains from any contractor constructing such utility systems. Developer hereby warrants and guarantees for one year from the date of transfer that the system is free of defects, and functions or will function as designed. Developer shall immediately repair any defects or Service Company may make repair at Developer's expense.
- (e) Provide to the Service Company an executed notarized affidavit in a form satisfactory to Service Company's counsel of Developer's right to convey the property and assuring that work has been fully paid for such utility systems installed by Developer by reason of work performed or services rendered in connection with the installation of the systems.
- (f) Provide Service Company with all appropriate operation/maintenance and parts manuals and shop drawings.
- (g) Further cause to be conveyed to Service Company, free and clear of all encumbrances, all easements and/or rights-of-way covering areas in which such systems are installed (unless installed in a public right-of-way or easement dedicated by plat), by recordable document in form satisfactory to Service Company's counsel.

5.7 Service Company agrees that the issuance of the final letter of acceptance for

such installations installed by Developer shall constitute the assumption of responsibility by Service Company for the continuous operation and maintenance of such systems from that date forward.

6.0 Agreement to Serve. Upon the completion of construction of the on-site and off-site water distribution and wastewater collection systems, their inspection, and the other terms of this Agreement and Service Company's Service Availability Policy, Service Company covenants and agrees that it will oversee the connection of the water distribution and wastewater collection systems installed by Developer to the central facilities of Service Company in accordance with the terms and intent of this Agreement. 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 Utility Service to the Property and Developer or others have connected Consumer Installations to its System, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, Utility Service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

7.0 Application for Service: Consumer Installations. Developer, or any owner of any parcel of the Property, or any occupant of any building or unit located thereon shall not have the right to and shall not connect any Consumer Installation until formal written application has been made to Service Company by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

7.1 Although the responsibility for connecting the Consumer Installation to the 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 must be inspected by Service Company before backfilling and covering of any pipes.
- (b) Notice to Service Company requesting an inspection of a Consumer Installation connection may be given by the plumber or Developer, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays, and holidays.
- (c) If Service Company fails to inspect the Consumer Installation connection within forty-eight (48) hours after such inspection is requested by Developer or the owner of any parcel, Developer or owner may backfill or cover the pipes without Service Company's approval and Service Company must accept the connection as to

any matter which could have been discovered by such inspection.

- (d) If the 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.
- (e) The cost of constructing, operating, repairing or maintaining Consumer Installations shall be that of Developer or a party other than Service Company.
- (f) If a commercial kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Property, the Service Company requires that a grease trap be constructed, installed and connected 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 trap shall be approved by Service Company.
- (g) 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 customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage.

8.0 Exclusive Right to Provide Service. Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Service to the Property during the period of time Service Company, its successors and assigns, provide Utility Service to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide Utility Service to the Property and to the occupants of such buildings or units constructed thereon.

9.0 Rates. Service Company agrees that the rates to be charged to Developer and individual consumers of Utility Service shall be those set forth in the tariff of Service Company.

approved by the applicable 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 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.

9.1 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 Utility Service 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.

9.2 Any such initial or future decreased or increased rates, rate schedules, and rules and regulations 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 Utility Service provided to the Property by Service Company.

10.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise, subject to the provisions of paragraph 22.0 hereof.

11.0 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 mail or by telegram, and if to Developer, shall be mailed or delivered:

to Developer at:

84 Acres Limited Partnership
530 Riverside Drive
Ormond Beach, FL 32176
ATTN: Stephen B. Cejner

with a copy to:

Reinman Matheson Vaughan & Durham, P.A.
1825 Riverview Drive
Melbourne, FL 32901
ATTN: James L. Reinman, Esquire

and if to the Service Company, at:

Plantation Bay Utility Company
2379 Beville Road
Daytona Beach, FL 32119
ATTN: Mr. Douglas R. Ross, Jr.

with a copy to:

Rose, Sundstrom & Bentley, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, FL 32779
ATTN: Martin S. Friedman, Esquire

12.0 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.

13.0 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 costs incurred, including reasonable attorney's fees, including such fees and costs of any appeal.

14.0 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, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities (which will be repaired by Service Company as soon as reasonably possible), governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental 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 or restraining order or injunction of any court, said party shall not be liable for such non-performance.

15.0 Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable trial and appellate attorney's fees) to which such party may become subject by reason of or arising out of the other party's performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's water and wastewater systems.

MISCELLANEOUS PROVISIONS

16.0 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.

17.0 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.

18.0 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

19.0 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.

20.0 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.

21.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

22.0 Because of inducements offered by Developer to Service Company, Service Company has agreed to provide Utility Service to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to third parties without the written consent of Service Company, except in the case of a bona-fide sale of Developer's Property. Such approval shall not be unreasonably withheld. Moreover, Developer agrees that this Agreement is a superior instrument to any other documents, representations, and promises made by and between Developer and third parties, both public and private, as regards the provisions of Utility Service to Developer's property.

23.0 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.

24.0 Service Company shall at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

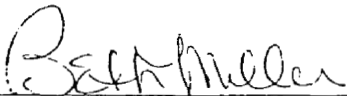
25.0 The parties hereto recognize that prior to the time Service Company may actually commence upon a program to carry out the terms and conditions of this Agreement, Service Company may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of Service Company. The Service Company agrees that it will diligently and earnestly, at its sole cost and expense, make the necessary proper applications to all governmental authorities and others and will pursue the same to the end that it will use its best efforts to obtain such approvals.


26.0 Expansion of Development. Should Developer desire to expand its development to include additional property adjacent to Property, Service Company and Developer agree to enter into a Developer Agreement upon terms and conditions as are set forth herein with connection charges in the amount of \$3,075.00 per residential unit. This right of Developer for Utility Service to an expansion of its Development shall terminate if a Developer Agreement is not executed within two (2) years from the date of this 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.

WITNESSES:

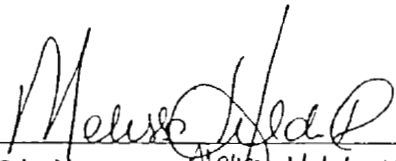
PLANTATION BAY UTILITY COMPANY


Print Name: BETH MILLER

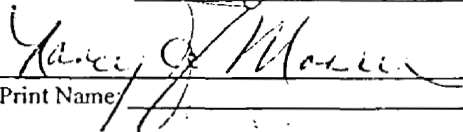
By: 
Douglas R. Ross, Jr., Vice President


Print Name: DUSTIN TURNER

84 ACRES LIMITED PARTNERSHIP
The Reserve At Flagler, LLC, its general partner


Print Name: Melissa Hildret

By: 
Stephen B. Cejner, Managing Member


Print Name: Nancy J. Mason

[NOTARY ATTESTATIONS CONTAINED ON PAGE 13 HEREOF]

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 14th day of October, 2005, by Douglas R. Ross, Jr., as Vice President, of Plantation Bay Utility Company, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

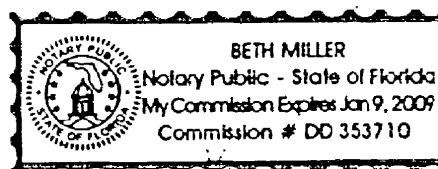
Beth Miller

Notary Public - State of Florida at Large

Printed Name: BETH MILLER

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF Volusia



The foregoing instrument was acknowledged before me this 8 day of September, 2005, by Stephen B. Cejner, as Managing Member of The Reserve at Flagler, LLC, the general partner of 84 Acres Limited Partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

Nancy Jo Mosser

Notary Public - State of Florida at Large

Printed Name: _____

My Commission Expires: _____



This Instrument Prepared By: Martin S. Friedman, Esquire, Sanlando Center, 2180 W. State Road 434, Suite 2118, Longwood, FL 32779.

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

ALL OF LOTS 1, 2, -12 AND PART OF LOT 11, BLOCK "B" AND ALL OF LOTS 5, 6, 7 AND PART OF LOTS 4, 8 AND 9, BLOCK "A", IN SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION OF RECORD IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 89°02'02" EAST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1995.92 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK "B" AND THE POINT OF BEGINNING; THENCE SOUTH 01°51'39" EAST ALONG THE WEST LINES OF LOTS 2 1, 12 AND 11 OF SAID BLOCK "B", A DISTANCE OF 2426.62 FEET TO A POINT IN THE EASTERLY LINE OF A 100 FOOT FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 17°05'43" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 227.06 FEET TO A POINT IN THE NORTH LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT OF WAY IN THIS AREA (8-5-04); THENCE N 89°25'11" E ALONG SAID NORTH LINE A DISTANCE OF 1189.89 FEET TO A POINT IN THE WESTERLY LINE OF STRICKLAND CANAL AS NOW LAID OUT AND USED; THENCE N 06°25'36" W ALONG SAID WESTERLY LINE A DISTANCE OF 2666.58 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 3 AND IN THE NORTH LINE OF SAID BLOCK "A"; THENCE S 89°30'36" W ALONG SAID NORTH LINE A DISTANCE OF 968.67 FEET TO THE NORTHWEST CORNER OF SAID BLOCK "A", SAID POINT BEING ALSO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE S 89°02'02" W ALONG THE NORTH LINE OF SAID SECTION 3 AND ALONG THE NORTHLINE OF SAID LOT 2, BLOCK "B", A DISTANCE OF 665.31 FEET TO THE POINT OF BEGINNING. CONTAINING 87.459 ACRES MORE OR LESS.

Dixie Commons
NAME OF PROJECT

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into this 26th day of October, 2005, by and between LIGHTHOUSE DEVELOPMENT GROUP, INC., a Florida corporation, hereinafter referred to as "Developer," and PLANTATION BAY UTILITY COMPANY, a Florida corporation, hereinafter referred to as "Service Company,"

WHEREAS, Developer owns or controls lands located in Flagler 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 80,000 square feet of professional office space, said space to be completed and designed in basic accordance with the conceptual plan thereof, as described and provided in Exhibit "C"; and

WHEREAS, Developer desires that the Service Company provide potable water ("Water Service") and central wastewater collection, treatment and disposal ("Wastewater Service") for Developer's Property herein described; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Service Company's Service Availability Policy, Water Service and Wastewater Service ("Utility Service") to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive adequate Utility Service from Service Company;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Service Company hereby covenant and agree as follows:

1.0 The foregoing statements are true and correct and incorporated herein.

2.0 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 Installation" - All facilities ordinarily on the Consumer's side of the Point of Delivery.
- (b) "Contribution-in-aid-of-Construction (CIAC)" - The sum of money and/or the value of property represented by

the cost of the Utility Systems including lift stations and treatment plants constructed or to be constructed by a Developer or owner, which Developer or owner transfers, or agrees to transfer, to Service Company at no cost to Service Company to provide Utility Service to the Property.

- (c) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 350 gallons per day (gpd) for water service and 280 gallons per day (gpd) for wastewater service. The number of ERC's contained in a given ADF is determined by dividing that ADF by 350 gpd for water service and 280 gpd for wastewater service.
- (d) "Point of Delivery" - For wastewater service, the point where the pipes of Service Company are connected with the pipes of the Consumer, and for water service is at the outflow of the water meter.
- (e) "Property" - The area or parcels of land described in Exhibit "A."
- (f) "Service" - The readiness and ability on the part of Service Company to furnish and maintain Utility Service to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

3.0 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 Title Insurance Policy or an opinion of title from a qualified attorney-at-law, with respect to the Property, which 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. A copy of said Title Insurance Policy is attached hereto as Exhibit "B"; the deeds evidencing developer's title to the Property are likewise attached hereto as Exhibit "E".

4.0 Connection Charges. Developer, upon execution of this Agreement, shall place \$21,095.00, (the equivalent of 20% of the calculated connection charges) into an escrow account with the escrow agent chosen by Service Company. A detailed summary of the calculations utilized to achieve this figure is attached hereto as Exhibit "D". This

escrowed money shall be released to the Service Company consistent with the terms specified below or, in the event Developer does not proceed with development, the escrowed money shall be released to Service Company to offset expenses incurred while obtaining required state and local approvals associated with providing the requested service. The remaining balance of \$84,378.00 (the equivalent of 80% of the calculated connection charges) shall be paid to the Service Company upon Service Company successfully obtaining all necessary state and local approvals and Developer receiving all necessary construction permits for the line extensions. Both Developer and Service Company agree to work diligently together to expeditiously accomplish the above. Payment of the connection charges does not and will not result in Service Company waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Service Company shall not be obligated to refund to Developer or Consumer any portion of the value of the connection charges for any reason whatsoever, nor shall Service Company pay any interest or rate of interest upon the connection charges paid.

4.1 Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the water or wastewater facilities and properties of Service Company, and all prohibitions applicable to Developer with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities.

4.2 Any user or consumer of Utility Service shall not be entitled to offset any bill or bills rendered by Service Company for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Service Company.

4.3 Developer shall be required to make an advance deposit in the amount of \$10,000.00 pursuant to Rule 25-30.540, Florida Administrative Code, at the time of execution of this Agreement to cover engineering, administrative and legal expenses incurred by the Service Company in execution and performance of this Agreement including, but not limited to, the expansion of its service area.

5.0 On-Site and Off-Site Systems. Developer hereby covenants and agrees to design and construct at its sole cost and expense the on-site water distribution and wastewater collection systems. The term "on-site water distribution and wastewater collection systems" means and includes all pipes, valves, facilities and equipment, including pumping stations, constructed within the boundaries of Developer's Property adequate in size to provide each building within the Property with water and wastewater service. Developer shall design and construct at its sole cost and expense the off-site water distribution and wastewater collection systems. The term "off-site wastewater collection systems" means and includes all water distribution and wastewater collection lines, facilities, and equipment, including lift stations, located outside the boundaries of Developer's Property and constructed for the purpose of connecting on-site systems to Service Company's existing main. Should Service Company require Developer to oversize

the water distribution and/or wastewater collection systems to serve property other than the Property the Service Company shall collect from such other developers and pay to Developer the prorata hydraulic share utilized by such other developments for a period of seven (7) years from the date Service Company accepts such oversized systems. Nothing in this agreement shall be construed as to prohibit Developer from sharing the cost of designing and constructing the off-site systems with other parties, so long as all parties have executed a Developer Agreement with Service Company.

5.1 Developer at its sole cost and expense shall cause to be prepared five (5) copies of the applications for permits and eight (8) sets of finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the on-site and off-site water distribution and wastewater collection systems proposed to be installed to provide Utility Service to the Property as well as appropriate utility easements. 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 permits and approved plans.

5.2 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 engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Service Company.

5.3 Developer shall provide to Service Company's inspector, twenty-four (24) hours notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the on-site and off-site water distribution and wastewater collection systems as shown on the approved plans and specifications.

5.4 During the construction of the on-site and off-site 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. Developer agrees to pay to Service Company, or Service Company's authorized agent, a reasonable sum to cover the cost of inspection of the water distribution and wastewater collection facilities constructed by Developer or Developer's contractor.

5.5 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 reproducible ammonia mylars of the as-built plans prepared and certified by the engineer of record as well as a CD computer disk in PDF format.

5.6 By these presents, Developer without further consideration hereby transfers to Service Company, title to the on-site and off-site systems. Such conveyance shall take effect at the time Service Company issues its final letter of acceptance. As further evidence of said transfer of title, upon the completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Service Company at Service Company's request, Developer shall:

- (a) Convey to Service Company, by bill of sale in form satisfactory to Service Company's counsel, such water distribution and wastewater collection systems as constructed by Developer and approved by Service Company.
- (b) Provide Service Company with copies of invoices from contractor for such systems.
- (c) Provide Service Company with copies of Releases of Lien for said invoices.
- (d) Assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Service Company which Developer obtains from any contractor constructing such utility systems. Developer hereby warrants and guarantees for one year from the date of transfer that the system is free of defects, and functions or will function as designed. Developer shall immediately repair any defects or Service Company may make repair at Developer's expense.
- (e) Provide to the Service Company an executed notarized affidavit in a form satisfactory to Service Company's counsel of Developer's right to convey the property and assuring that work has been fully paid for such utility systems installed by Developer by reason of work performed or services rendered in connection with the installation of the systems.
- (f) Provide Service Company with all appropriate operation/maintenance and parts manuals and shop drawings.
- (g) Further cause to be conveyed to Service Company, free and clear of all encumbrances, all easements and/or rights-of-way covering areas in which such systems are installed (unless

installed in a public right-of-way or easement dedicated by plat), by recordable document in form satisfactory to Service Company's counsel.

5.7 Service Company agrees that the issuance of the final letter of acceptance for such installations installed by Developer shall constitute the assumption of responsibility by Service Company for the continuous operation and maintenance of such systems from that date forward.

6.0 Agreement to Serve. Upon the completion of construction of the on-site and off-site water distribution and wastewater collection systems, their inspection, and the other terms of this Agreement and Service Company's Service Availability Policy, Service Company covenants and agrees that it will oversee the connection of the water distribution and wastewater collection systems installed by Developer to the central facilities of Service Company in accordance with the terms and intent of this Agreement. 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 Utility Service to the Property and Developer or others have connected Consumer Installations to its System, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, Utility Service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

7.0 Application for Service: Consumer Installations. Developer, or any owner of any parcel of the Property, or any occupant of any building or unit located thereon shall not have the right to and shall not connect any Consumer Installation until formal written application has been made to Service Company by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

7.1 Although the responsibility for connecting the Consumer Installation to the 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 must be inspected by Service Company before backfilling and covering of any pipes.
- (b) Notice to Service Company requesting an inspection of a Consumer Installation connection may be given by the plumber or Developer, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays, and holidays.

- (c) If Service Company fails to inspect the Consumer Installation connection within forty-eight (48) hours after such inspection is requested by Developer or the owner of any parcel, Developer or owner may backfill or cover the pipes without Service Company's approval and Service Company must accept the connection as to any matter which could have been discovered by such inspection.
- (d) If the 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.
- (e) The cost of constructing, operating, repairing or maintaining Consumer Installations shall be that of Developer or a party other than Service Company.
- (f) If a commercial kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Property, the Service Company requires that a grease trap be constructed, installed and connected 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 trap shall be approved by Service Company.
- (g) 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 customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage.

8.0 Exclusive Right to Provide Service. Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Service to the Property during the period of time Service Company, its successors and assigns, provide Utility Service to the Property,

it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide Utility Service to the Property and to the occupants of such buildings or units constructed thereon.

9.0 Rates. Service Company agrees that the rates to be charged to Developer and individual consumers of Utility Service shall be those set forth in the tariff of Service Company approved by the applicable 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 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.

9.1 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 Utility Service 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.

9.2 Any such initial or future decreased or increased rates, rate schedules, and rules and regulations 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 Utility Service provided to the Property by Service Company.

10.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise, subject to the provisions of paragraph 22.0 hereof.

11.0 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 mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

Lighthouse Development Group, Inc.
301 South Central Avenue
Flagler Beach, Florida 32136
ATTN: Mr. Charlie Faulkner

and if to the Service Company, at:

Plantation Bay Utility Company
2379 Beville Road

Daytona Beach, Florida 32119
ATTN: Mr. Douglas R. Ross, Jr.

with a copy to:

Rose, Sundstrom & Bentley, LLP
2180 W. State Road 434, Suite 2118
Longwood, FL 32779
Attention: Martin S. Friedman, Esquire

12.0 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.

13.0 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 costs incurred, including reasonable attorney's fees, including such fees and costs of any appeal.

14.0 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, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities (which will be repaired by Service Company as soon as reasonably possible), governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental 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 or restraining order or injunction of any court, said party shall not be liable for such non-performance.

15.0 Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable trial and appellate attorney's fees) to which such party may become subject by reason of or arising out of the other party's performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's water and wastewater systems.

MISCELLANEOUS PROVISIONS

16.0 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.

17.0 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.

18.0 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

19.0 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.

20.0 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.

21.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

22.0 Because of inducements offered by Developer to Service Company, Service Company has agreed to provide Utility Service to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to third parties without the written consent of Service Company, except in the case of a bona-fide sale of Developer's Property. Such approval shall not be unreasonably withheld. Moreover, Developer agrees that this Agreement is a superior instrument to any other documents, representations, and promises made by and between Developer and third parties, both public and private, as regards the provisions of Utility Service to Developer's property.

23.0 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.

24.0 Service Company shall at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

25.0 The parties hereto recognize that prior to the time Service Company may actually commence upon a program to carry out the terms and conditions of this Agreement, Service Company may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of Service Company. The Service Company agrees that it will diligently and earnestly, at its sole cost and expense, make the necessary proper applications to all governmental authorities and others and will pursue the same to the end that it will use its best efforts to obtain such approvals.

26.0 Expansion of Development. Should Developer desire to expand its development to include additional property adjacent to Property, Service Company and Developer agree to enter into a Developer Agreement upon terms and conditions as are set forth herein with connection charges in the amount of \$3,075.00 per residential unit. This right of Developer for Utility Service to an expansion of its Development shall terminate if a Developer Agreement is not executed within two (2) years from the date of this 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.

WITNESSES:

Peth Miller
Print Name: PETH MILLER

Michael Smith
Print Name: Michael A. Smith

Lisa Smith
Print Name: Lisa Smith

Malissa Anderson
Print Name: Malissa Anderson

PLANTATION BAY UTILITY COMPANY

By: *Douglas R. Ross, Jr.*
Douglas R. Ross, Jr., Vice President

LIGHTHOUSE DEVELOPMENT GROUP, INC.

By: *Charles Fackner*
Print
Name: CHARLES FACKNER
Its: V.P.

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by Douglas R. Ross, Jr., as Vice President, of Plantation Bay Utility Company, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Beth Miller
Notary Public - State of Florida at Large
Printed Name:
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 18 day of October, 2005, by Cyndie Finkler, as Vice President, of Lighthouse

Development Group, Inc., a Georgia Corporation, on behalf of the corporation.
He/she is personally known to me or has produced _____ as identification.

Melissa Anderson

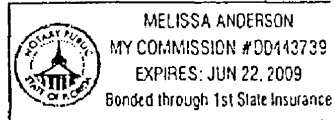
Notary Public - State of Florida at Large

Printed Name:

Melissa Anderson

My Commission Expires:

June 22, 2009



This Instrument Prepared By: Martin S. Friedman, Esquire, 2180 W. State Road 434,
Suite 2118, Longwood, FL 32779

M:\1 ALTAMONTE\PLANTATION BAY\ (7) LIGHTHOUSE POINT DEVAG\Devag (Lighthouse Development Group).wpd
3/2/05

EXHIBIT "A"
LEGAL DESCRIPTION

Legal Description

P 03

OFF REC 0318 PAGE 0750

EXHIBIT A

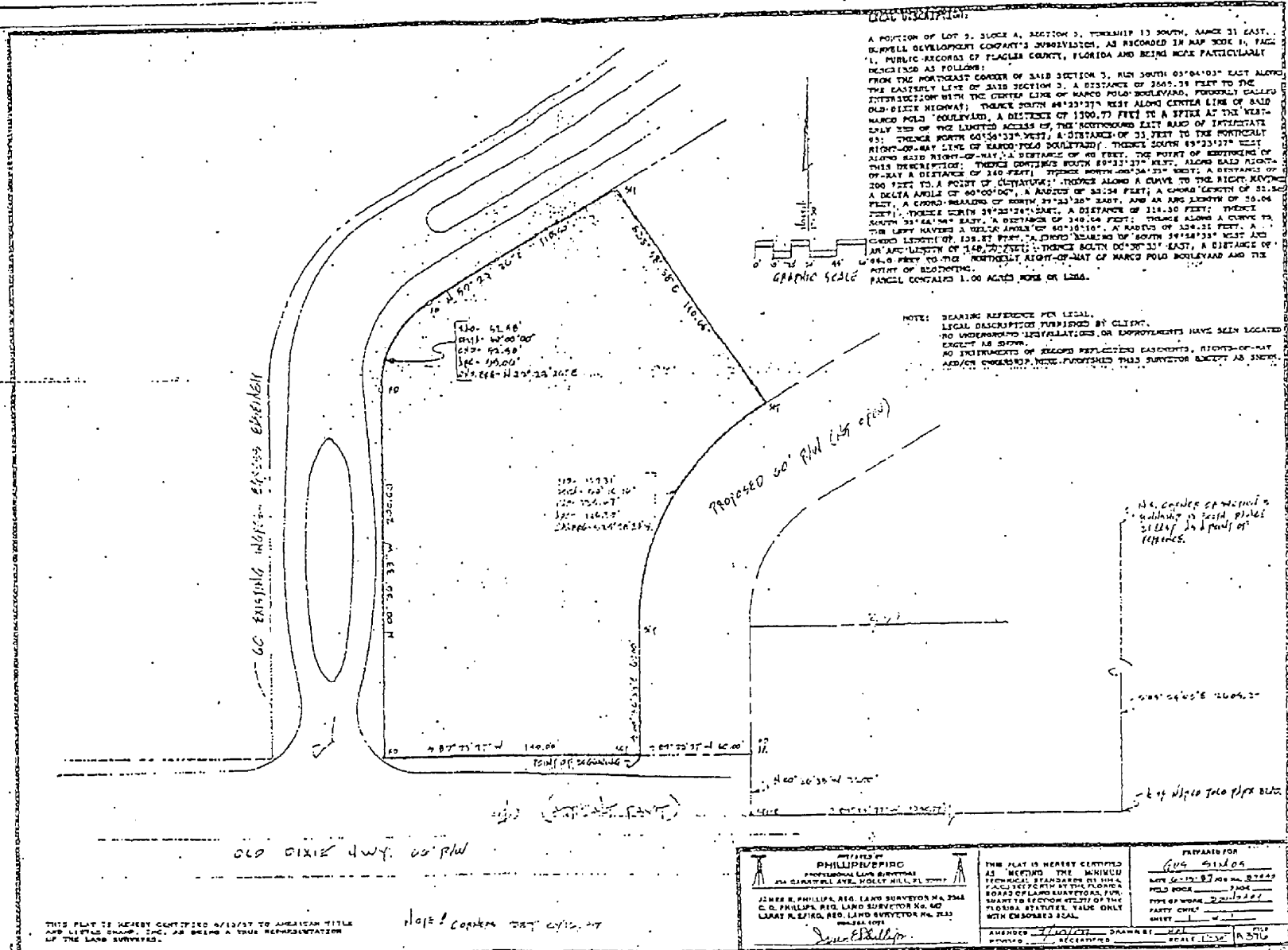
A PORTION OF LOT B, BLOCK A, SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN SOUTH 05°04'03" EAST ALONG THE EASTERLY LINE OF SAID SECTION 3, A DISTANCE OF 2685.39 FEET TO THE INTERSECTION WITH THE CENTER LINE OF MARCO POLO BOULEVARD, FORMERLY CALLED OLD DIXIE HIGHWAY; THENCE SOUTH 85°23'27" WEST ALONG CENTER LINE OF SAID MARCO POLO BOULEVARD, A DISTANCE OF 1390.77 FEET TO A SPIKE AT THE WEST-ERLY END OF THE LIMITED ACCESS OF THE SOUTHBOUND EXIT RAMP OF INTERSTATE 95; THENCE NORTH 00°30'33" WEST, A DISTANCE OF 33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MARCO POLO BOULEVARD; THENCE SOUTH 89°23'27" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 60 FEET, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 89°23'27" WEST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 140 FEET; THENCE NORTH 00°30'33" WEST, A DISTANCE OF 200 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 60°00'00", A RADIUS OF 52.58 FEET, A CHORD LENGTH OF 52.58 FEET; A CHORD BEARING OF NORTH 29°23'26" EAST, AND AN ARC LENGTH OF 55.08 FEET; THENCE NORTH 50°23'26" EAST, A DISTANCE OF 118.50 FEET; THENCE SOUTH 35°40'30" EAST, A DISTANCE OF 140.66 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 60°10'16", A RADIUS OF 139.31 FEET, A CHORD LENGTH OF 139.67 FEET, A CHORD BEARING OF SOUTH 29°28'30" WEST AND AN ARC LENGTH OF 140.30 FEET; THENCE SOUTH 00°30'33" EAST, A DISTANCE OF 690 FEET TO THE NORTHERLY RIGHT-OF-WAY OF MARCO POLO BOULEVARD AND THE POINT OF BEGINNING.

PARCEL CONTAINS 1.00 ACRES, MORE OR LESS.

890608
 FILED & RECORDED - 744-
 C.R. BOOK 75, PAGE 750
 23 JUN 21 8755
 FLAGLER COUNTY, FLORIDA
 CIRCUIT COURT
 CLERK

Handwritten mark

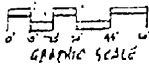


LEGAL DESCRIPTION:

A PORTION OF LOT 5, BLOCK A, SECTION 5, TOWNSHIP 13 SOUTH, RANGE 31 EAST, DUNWELL DEVELOPMENT COMPANY'S SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 5, RUN SOUTH 03°04'03" EAST ALONG THE EASTERN LINE OF SAID SECTION 5, A DISTANCE OF 2645.39 FEET TO THE INTERSECTION WITH THE CENTER LINE OF MARCO POLO BOULEVARD, FORMERLY CALLED OLD-DIXIE HIGHWAY; THENCE SOUTH 88°23'27" WEST ALONG CENTER LINE OF SAID MARCO POLO BOULEVARD, A DISTANCE OF 1300.77 FEET TO A SPIKE AT THE WEST-EAST END OF THE LIMITED ACCESS OF THE SCOTTSCOURD EAST RAMP OF INTERSTATE 65; THENCE NORTH 60°54'23" WEST, A DISTANCE OF 33 FEET TO THE HORIZONTAL RIGHT-OF-WAY LINE OF MARCO POLO BOULEVARD; THENCE SOUTH 89°23'37" WEST THIS DESCRIPTION; THENCE CONTINUE SOUTH 89°23'37" WEST, ALONG SAID HORIZONTAL RIGHT-OF-WAY LINE OF MARCO POLO BOULEVARD, A DISTANCE OF 200 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 60°00'00", A RADIUS OF 33.54 FEET; A CHORD LENGTH OF 32.54 FEET; THENCE NORTH 39°23'28" EAST, AND AN ARC LENGTH OF 26.04 FEET; THENCE NORTH 39°23'28" EAST, A DISTANCE OF 114.30 FEET; THENCE SOUTH 39°23'28" EAST, A DISTANCE OF 340.54 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 60°10'10", A RADIUS OF 126.31 FEET; A CHORD LENGTH OF 126.87 FEET; A CHORD BEARING OF SOUTH 39°24'23" WEST AND AN ARC LENGTH OF 149.70 FEET; THENCE SOUTH 04°00'33" EAST, A DISTANCE OF 104.8 FEET TO THE NORTHEAST CORNER OF MARCO POLO BOULEVARD AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.00 ACRES MORE OR LESS.



NOTE: BEARING REFERENCE PER LEGAL DESCRIPTION FURNISHED BY CLIENT. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. NO IMPROVEMENTS OF RECORD REFLECTED EASEMENTS, RIGHTS-OF-WAY AND/OR EASEMENTS, WHEN FURNISHED THIS SURVEY EXCEPT AS SHOWN.

430- 51.48'
431- 40'00"00"
432- 92.48'
360- 50.00'
433- 144.16'

119- 117.31'
120- 62'00"00"
121- 75.67'
122- 144.33'
123- 62'00"00"

No. corner of adjacent utility is east of lot 51111 in a part of reference.

60' EXISTING HIGHWAY CROSS EBENEHILL

PROJECTED 60' R/W (left of rd)

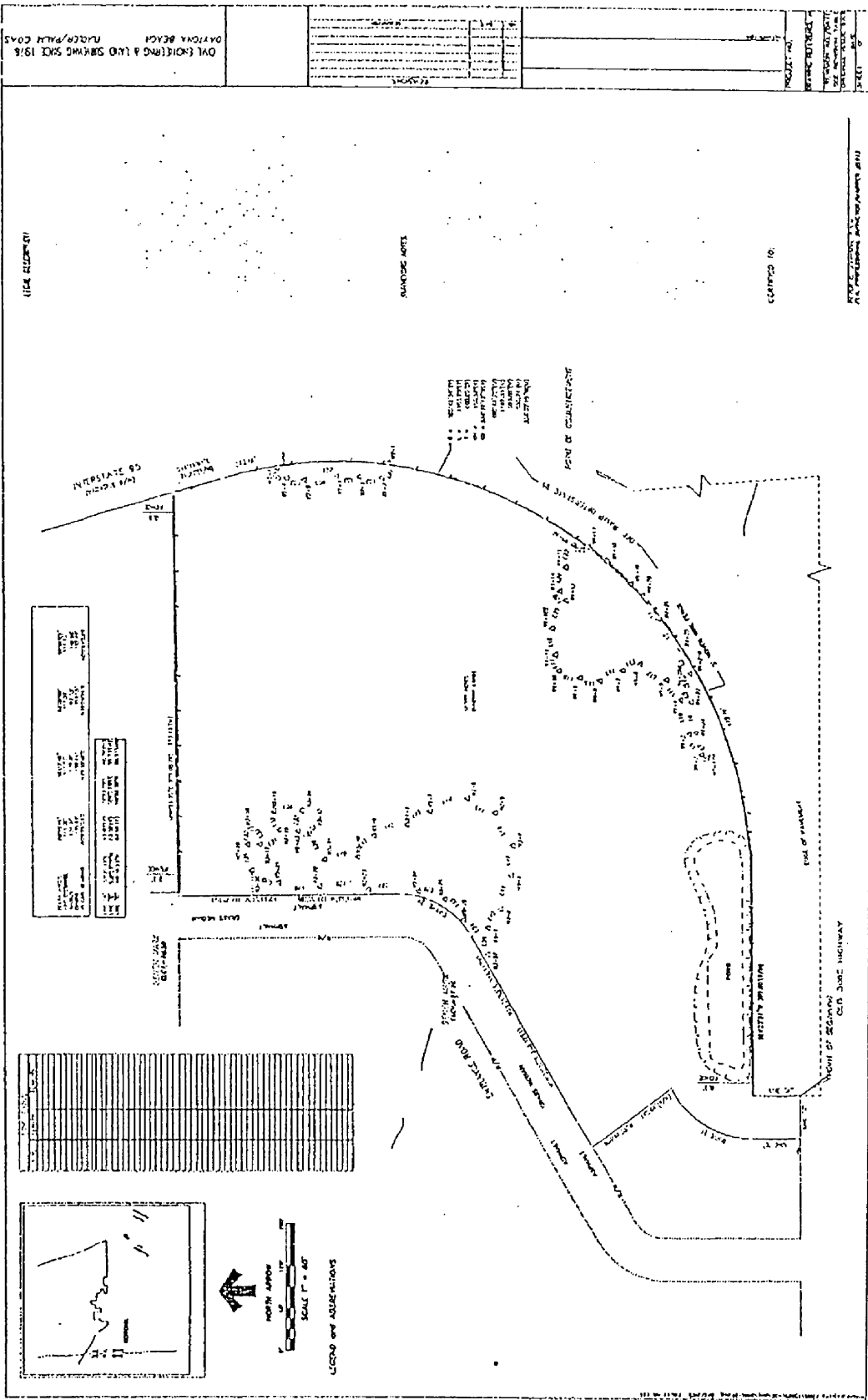
OLD DIXIE HWY. 60' R/W

THIS PLAT IS HEREBY CERTIFIED 6/13/21 TO AMERICAN TITLE AND LISTED DRAWING, INC. AS BEING A TRUE REPRESENTATION OF THE LAND SURVEYED.

PREPARED BY PHILIPPER INC PROFESSIONAL LAND SURVEYORS 100 CANTONMENT AVE., HOLLY HILL, FL 32184 JAMES R. PHILLIPS, REG. LAND SURVEYOR NO. 3784 C.D. PHILLIPS, REG. LAND SURVEYOR NO. 60 LARRY A. LEHR, REG. LAND SURVEYOR NO. 723 2024 1091 <i>James R. Phillips</i>	THIS PLAT IS HEREBY CERTIFIED AS BEING THE MINIMUM TECHNICAL STANDARDS OF PRACTICE IN THE FLORIDA BOARD OF LAND SURVEYORS, IN ACCORDANCE WITH SECTION 322.01 OF THE FLORIDA STATUTES. THIS PLAT IS SUBJECT TO THE FLORIDA STATUTES, VALUE ONLY WITH ENDORSED SEAL.	PREPARED FOR AUG 51104 MAP 6212-87000-00-02240 PLOD BOOK 1404 TYPE OF WORK <u>Subdivision</u> PARTY CODE UNIT
		APPROVED <u>[Signature]</u> DRAWN BY <u>[Signature]</u> PLS RECORDED <u>[Signature]</u> SCALE 1"=40' R 5716 7-23-21

A portion of Lots 9, 10, 11 and 12, Block A, Section 3, Township 13 South, Range 31 East, Buzwell Development Company Subdivision as per map or plat of record in Plat Book 1, page 1, Public Records of Flagler County, Florida, being more particularly described as follows: As a point of reference, commence at the Northeast corner of said Section 3; thence South 05 degrees 04 minutes 03 seconds East, 2,685.39 feet; thence South 89 degrees 23 minutes 27 seconds West, along the centerline of Marco Polo Boulevard, formerly Old Dixie Highway, 1,390.77 feet; thence North 00 degrees 36 minutes 33 seconds West, 33.00 feet to the Point of Beginning of the following described lands: Thence South 89 degrees 23 minutes 27 seconds West, 60.00 feet; thence North 00 degrees 36 minutes 33 seconds West, 69.00 feet to a Point of Curvature of a curve concave to the right having a radius of 139.31 feet; thence Northeasterly along the arc of said curve passing through a central angle of 60 degrees 10 minutes 16 seconds, subtended by a chord bearing a distance of North 29 degrees 28 minutes 38 seconds East, 139.67 feet and arc length of 146.20 feet; thence North 25 degrees 48 minutes 58 seconds West, 140.66 feet; thence North 59 degrees 23 minutes 27 seconds East, 346.47 feet to a point of curvature of a curve concave to the left having a radius of 112.58 feet; thence Northeasterly along the arc of said curve passing through a central angle of 60 degrees 00 minutes 00 seconds, subtended by a chord bearing and distance of North 29 degrees 23 minutes 26 seconds East, 112.58 feet, an arc length of 117.89 feet to the Point of Tangency; thence North 00 degrees 26 minutes 23 seconds West, 324.48 feet; thence North 89 degrees 23 minutes 26 seconds East, 573.05 feet; thence South 16 degrees 19 minutes 04 seconds East, along the Westerly right of way line of Interstate 95, a 300 foot right of way, 71.22 feet to a point of curvature of a curve concave to the right having a radius of 600.00 feet; thence Southwesterly along the arc of said curve, passing through a central angle of 105 degrees 42 minutes 30 seconds, subtended by a chord bearing and distance of South 26 degrees 32 minutes 12 seconds West, 956.52 feet, an arc length of 1,106.98 feet to the Point of Tangency; thence South 89 degrees 23 minutes 27 seconds West, 300.00 feet; thence South 00 degrees 36 minutes 33 seconds East, 69.00 feet to the Point of Beginning.

Together with an easement for ingress and egress over and across the 60.00 foot road right of way which adjoins the above described property on the Westerly side and extending Southerly to the Northerly right of way line of Old Dixie Highway.



OVL ENGINEERING & LAND SURVEYING INC.
DAYTONA BEACH
MULLEN/PALM COAS

NO.	DESCRIPTION

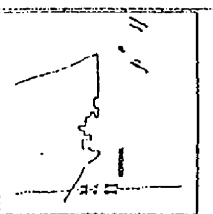


EXHIBIT "B"
TITLE INSURANCE POLICY

ISSUED BY



Commonwealth.
Land Title Insurance Company

POLICY NUMBER
A02-158330

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy in Schedule A, sustained or incurred by the insured:

Dixie Commons
12.567 acres

COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy in Schedule A, sustained or incurred by the insured:

1. Title to the estate or interest described in Schedule A;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

herein:

The Company will also pay the costs, attorneys' fees and expenses which arise by reason of:

the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

James J. D. Lynch Jr.
Secretary



By:

[Signature]
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation of alleged violation affecting the land has been recorded in the public records at Date of Policy;
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (1) created, suffered, assumed or agreed to by the insured claimant;
 - (2) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (3) resulting in no loss or damage to the insured claimant;
 - (4) attaching or created subsequent to Date of Policy; or
 - (5) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, not any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured by transfer of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgement of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

Conditions and Stipulations Continued Inside Cover

Commonwealth Land Title Insurance Company
OWNER'S POLICY
Schedule A

Policy No.:
A02-158330

Effective Date:
November 15, 2004 @ 07:56 AM

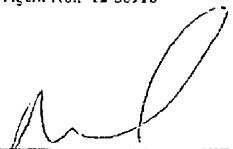
Agent's File Reference:
0457749

Amount of Insurance: \$1,500,000.00

1. Name of Insured: Thomas N. Cooke, Lighthouse Development Group, Inc. and Old Dixie Partners, LLC
2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 1166, Page 1943, Public Records of Flagler County, Florida.
3. The land referred to in this policy is described as follows:
See Exhibit "A" attached hereto

Issuing Agent:
Windwardle, Haines, Ward & Woodman, P.A.
250 Park Avenue South, 5th Floor
Post Office Box 880
Winter Park, FL 32789

Agent No.: 12-55918


Agent's Signature
Randolph J. Rush
Esquire

Commonwealth Land Title Insurance Company
OWNER'S POLICY
Schedule B

Policy No.:
A02-158330

Agent's File Reference:
0457749

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year 2005 and subsequent years, which are not yet due and payable.
2. Mortgage recorded in Official Records Book 1166, Page 1947, Public Records of Flagler County, Florida.
3. Assignment of Rents recorded in Official Records Book 1166, Page 1955, Public Records of Flagler County, Florida.
4. Subject to the rights of other in and to the use of the easement described on Exhibit "A" attached hereto.

Order No: 20298228CA
Reference No: Carter/Lighthouse

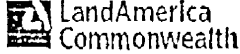
E:Jibit "A"

A portion of Lots 9, 10, 11 and 12, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision as per map or plat of record in Plat Book 1, page 1, Public Records of Flagler County, Florida, being more particularly described as follows: As a point of reference, commence at the Northeast corner of said Section 3; thence South 05 degrees 04 minutes 03 seconds East, 2,685.39 feet; thence South 89 degrees 23 minutes 27 seconds West, along the centerline of Marco Polo Boulevard, formerly Old Dixie Highway, 1,390.77 feet; thence North 00 degrees 36 minutes 33 seconds West, 33.00 feet to the Point of Beginning of the following described lands: Thence South 89 degrees 23 minutes 27 seconds West, 60.00 feet; thence North 00 degrees 36 minutes 33 seconds West, 69.00 feet to a Point of Curvature of a curve concave to the right having a radius of 139.31 feet; thence Northeasterly along the arc of said curve passing through a central angle of 60 degrees 10 minutes 16 seconds, subtended by a chord bearing a distance of North 29 degrees 28 minutes 38 seconds East, 139.67 feet and arc length of 146.30 feet; thence North 35 degrees 48 minutes 58 seconds West, 140.66 feet; thence North 59 degrees 23 minutes 27 seconds East, 346.47 feet to a point of curvature of a curve concave to the left having a radius of 112.58 feet; thence Northeasterly along the arc of said curve passing through a central angle of 60 degrees 00 minutes 00 seconds, subtended by a chord bearing and distance of North 29 degrees 23 minutes 26 seconds East, 112.58 feet, an arc length of 117.89 feet to the Point of Tangency; thence North 00 degrees 36 minutes 33 seconds West, 324.48 feet; thence North 89 degrees 23 minutes 26 seconds East, 573.05 feet; thence South 16 degrees 19 minutes 04 seconds East, along the Westerly right of way line of Interstate 95, a 300 foot right of way, 71.22 feet to a point of curvature of a curve concave to the right having a radius of 600.00 feet; thence Southwesterly along the arc of said curve, passing through a central angle of 105 degrees 42 minutes 30 seconds, subtended by a chord bearing and distance of South 36 degrees 32 minutes 12 seconds West, 956.52 feet, an arc length of 1,106.98 feet to the Point of Tangency; thence South 88 degrees 23 minutes 27 seconds West, 300.00 feet; thence South 00 degrees 36 minutes 33 seconds East, 69.00 feet to the Point of Beginning.

Together with an easement for ingress and egress over and across the 60.00 foot road right of way which adjoins the above described property on the Westerly side and extending Southerly to the Northerly right of way line of Old Dixie Highway.

OWNER'S POLICY OF TITLE INSURANCEIssued by **Commonwealth Land Title Insurance Company**

POLICY NUMBER



Commonwealth Land Title Insurance Company is a member of the
LandAmerica family of title insurance underwriters.

A02-1070318.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, issues, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

[Signature]
Secretary



By:

[Signature]
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (c) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

FROM :

FAX NO. : 3864396897

Oct. 03 2005 05:13PM P3/7

Commonwealth Land America Title Insurance Company

ALTA OWNER'S POLICY

Agent's File Number: 04-0203

Owner's Policy Number: A02-1070318

Schedule A

Date of Policy: June 27, 2005 at 10:49 AM

Amount of Insurance: \$425,000.00

1. Name of Insured:
Brian J. Grabowski and Amy Grabowski, Husband and Wife
2. The estate or interest in the land which is encumbered by the insured is:
Fee Simple
3. Title to the estate or interest in the land is vested in the Insured by:
Warranty deed executed by Old Dixie Partners, LLC, to Brian J. Grabowski and Amy Grabowski, husband and wife, filed May 31, 2005, filed June 27, 2005 in Official Records Book 1271, Page 1687, Public Records of Flagler County, Florida, conveying said property described herein.
4. The land referred to in this policy is situated in the State of Florida, County of Flagler and is described as follows:

See Schedule A Continuation, for Legal Description

Attorney's Title Co. of Flagler

By: _____
Authorized Agent
Gail E. Lampert

FROM :

FAX NO. : 3854396997

Oct. 03 2005 05:13PM P4/7

Commonwealth Land America Title Insurance Company

ALTA OWNER'S POLICY

Agent's File Number: 04-0203

Owner's Policy Number: A02-1070318

Schedule A, Continuation

A portion of Lot 9, Block "A", Section 3, Township 13 South, Range 31 East, BUNNEL DEVELOPMENT COMPANY'S SUBDIVISION, as recorded in Map Book 1, page 1, Public Records of Flagler County, Florida, being more particularly described as follows: From the Northeast corner of said Section 3, thence South $05^{\circ}04'03''$ East along the Easterly line of said Section 3, a distance of 2,685.39 feet to the intersection with the center line of Marco Polo Boulevard, formerly called Old Dixie Highway; thence South $89^{\circ}23'27''$ West, along the centerline of said Marco Polo Boulevard, a distance of 1,390.77 feet to a spike at the Westerly end of the limited access of the Southbound exit ramp of Interstate 95; thence North $00^{\circ}36'33''$ West, a distance of 33 feet to the Northerly right-of-way line of Marco Polo Boulevard; thence South $89^{\circ}23'27''$ West along said right-of-way a distance of 60.00 feet, the point of beginning of this description; thence continue South $89^{\circ}23'27''$ West, along said right-of-way a distance of 140 feet; thence North $00^{\circ}36'33''$ West, a distance of 200 feet to the point of curvature; thence along a curve to the right having a delta angle of $60^{\circ}00'00''$, a radius of 52.58 feet, a chord length of 52.58 feet, a chord bearing of North $29^{\circ}23'26''$ East, and an arc length of 55.06 feet; thence North $59^{\circ}23'26''$ East, a distance of 118.50 feet; thence South $35^{\circ}48'58''$ East, a distance of 140.66 feet; thence along a curve to the left having a delta angle of $60^{\circ}10'16''$, a radius of 139.31 feet, a chord length of 139.67 feet, a chord bearing of South $29^{\circ}28'38''$ West and an arc length of 146.30 feet; thence South $00^{\circ}36'33''$ East, a distance of 69.0 feet to the Northerly right-of-way of Marco Polo Boulevard and the point of beginning.

FROM :

FAX NO. :3864396807

Oct. 03 2005 05:13PM P5/7

Commonwealth Land America Title Insurance Company

ALTA OWNER'S POLICY

Agent's File Number: 04-0203

Owner's Policy Number: A02-1070318

Schedule B

EXCEPTIONS FROM COVERAGE

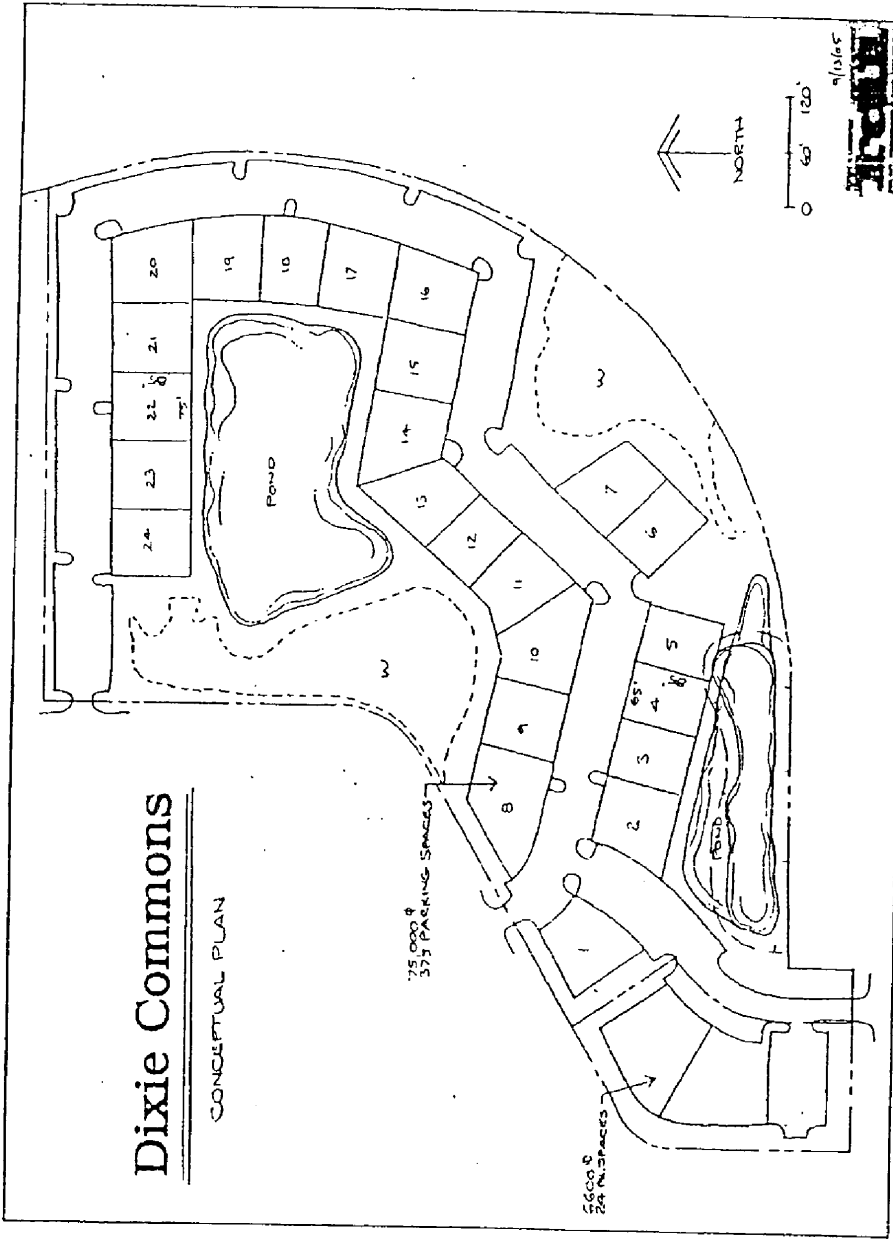
This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) by reason of the following.:

1. Taxes for the year 2005 and subsequent years which are not yet due and payable.
2. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.
3. Mortgage executed by Starke Services, Inc. as Qualified Intermediary for, Brian J. Grabowski and Amy Grabowski Husband and wife, Brian J. Grabowski Read and Approved and Amy Grabowski Read and Approved in favor of in the original principal amount of \$318,750.00 dated May 31, 2005 and recorded in June 27, 2005 Official Records Book 1271, page 1689 Public Records of Flagler County, Florida.

EXHIBIT "C"
CONCEPTUAL PLAN

Dixie Commons

CONCEPTUAL PLAN



0 60 120

H. C. H. PLANNING AND DESIGN

EXHIBIT "D"
OFFICE SPACE WATER USE CALCULATIONS

24 UNITS @ 3,000 SF/UNIT = 72,000 SF

2 UNITS @ 4,000 SF/UNIT = 8,000 SF

TOTAL = 80,000 SF

@ 15 GPD/100 SF = 12,000GPD

@350 GPD/ERU = 34.3 ERU's

@\$3,075/ERU = \$105,473

@ 20% = \$21,095

@80% = \$84,378

EXHIBIT "E"
DEED

Inst No: 2004063942 11/15/2004
07:56AM Book: 1166 Page: 1943 Total Pgs: 4
Doc Stamp-Deed \$10500.00
GAIL WADSWORTH, FLAGLER Co.

THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Randolph J. Rush, Esquire
Winderweede, Heines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790

TRUSTEE'S DEED

THIS DEED is dated as of the 11th day of November, 2004, between DARYL M. CARTER, as Trustee of the CARTER-MARCO POLO LAND TRUST dated June 24, 1999, whose address is Post Office Box 568821, Orlando, Florida 32856-8821 ("Grantors"), and THOMAS N. COOKE, as to an undivided 25% interest, LIGHTHOUSE DEVELOPMENT GROUP, INC., a Georgia corporation, as to an undivided 25% interest and OLD DIXIE PARTNERS, LLC, a Florida limited liability company, as to an undivided 50% interest, as tenants in common, whose mailing address is 411 S. Central Avenue, Flagler Beach, Florida 32136("Grantee");

Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, grants, bargains, sells and conveys in fee simple, the property described below to Grantee, along with all rights and appurtenances thereto, said lands lying in Flagler County, Florida, being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same with all appurtenances thereto and all of the estate, right, title, interest, equity and claim whatsoever of the Grantor, to the use and benefit of the Grantee forever.

The above described property does not constitute the homestead of DARYL M. CARTER, who has never resided on the above described property or any property contiguous thereto.

Subject to taxes for the year 2005 and subsequent years which are not yet due and payable.

IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Joan M Fisher
Name: JOAN M FISHER

[Signature]
DARYL M. CARTER, as Trustee of the Carter-
Marco Polo Land Trust dated June 24, 1999

Kalpana Deva
Name: KALPANA DEVA

Address: P.O. Box 568821
Orlando, Florida 32856-8821

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11th day of November, 2004 by DARYL M. CARTER, as Trustee of the Carter-Marco Polo Land Trust dated June 24, 1999, who is personally known to me or who produced _____ as identification.



Joan M Fisher
Notary Public
Print Name: Joan M Fisher
My Commission Expires: 07 16 2005

EXHIBIT "A"

Legal Description

A portion of Lots 9, 10, 11 and 12, Block "A" Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision as per map or plat of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, being more particularly described as follows: As a point of reference, commence at the Northeast corner of said Section 3, thence South 05 degrees 04 minutes 03 seconds East 2,685.39 feet; thence South 89 degrees 23 minutes 27 seconds West, along the centerline of Marco Polo Boulevard, formerly Old Dixie Highway, 1,390.77 feet; thence North 00 degrees 36 minutes 33 seconds West, 33.00 feet to the Point of Beginning of the following described lands: Thence South 89 degrees 23 minutes 27 seconds West, 60.00 feet; thence North 00 degrees 36 minutes 33 seconds West, 69.00 feet to a Point of Curvature of a curve concave to the right having a radius of 139.31 feet; thence Northeasterly along the arc of said curve passing through a central angle of 60 degrees 10 minutes 16 seconds, subtended by a chord bearing a distance of North 29 degrees 28 minutes 38 seconds East, 139.67 feet and arc length of 146.30 feet; thence North 35 degrees 48 minutes 58 seconds West, 140.66 feet; thence North 59 degrees 23 minutes 27 seconds East, 346.47 feet to a point of curvature of a curve concave to the left having a radius of 112.58 feet; thence Northeasterly along the arc of said curve passing through a central angle of 60 degrees 00 minutes 00 seconds, subtended by a chord bearing and distance of North 29 degrees 23 minutes 26 seconds East, 112.58 feet, an arc length of 117.89 feet to the Point of Tangency; thence North 00 degrees 36 minutes 33 seconds West, 324.48 feet; thence North 89 degrees 23 minutes 26 seconds East, 573.05 feet; thence South 16 degrees 19 minutes 04 seconds East, along the Westerly right of way line of Interstate 95, a 300 foot right of way, 71.22 feet to a point of curvature of a curve concave to the right having a radius of 600.00 feet; thence Southwesterly along the arc of said curve, passing through a central angle of 105 degrees 42 minutes 30 seconds, subtended by a chord bearing and distance of South 36 degrees 32 minutes 12 seconds West, 956.52 feet, an arc length of 1,106.98 feet to the Point of Tangency; thence South 89 degrees 23 minutes 27 seconds West, 300.00 feet; thence South 00 degrees 36 minutes 33 seconds East, 69.00 feet to the Point of Beginning.

Together with an easement for ingress and egress over and across the 60.00 foot road right of way which adjoins the above described property on the Westerly side and extending Southerly to the Northerly right of way line of Old Dixie Highway.

FROM :

FAX NO. :3064396887

Oct. 03 2005 05:13PM P6/7

Inst No: 2005037372 06/27/2005
10:48AM Book: 1274 Page: 1687 Total Pgs: 2
Doc Stamp -Deed \$2075.00
GAIL WADSWORTH, FLAGLER Co.

Corporate Warranty Deed

This Indenture, made, May 31, 2005 A.D.

Between
Old Dixie Partners, LLC, whose post office address is: 301 S. Central Avenue,
Flagler Beach, FL 32136 a corporation existing under the laws of the State of,
Grantor and Brian J. Grabowski and Amy Grabowski, husband and wife whose
post office address is: 3 Cypress Branch Way, Palm Coast, FL 32164, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand
paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the
following described land, situate, lying and being in the County of Flagler, State of Florida, to wit:

"See Exhibit A"

Grantor warrants this as vacant property.

Deed Restrictions: This property is not to be used for any Liquor Stores, Adult Video, Book Stores and/or Adult Entertainment
Facilities

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 0313310650000A00092

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer
and caused its corporate seal to be affixed the day and year first above written.

Old Dixie Partners, I.L.C.,

Signed and Sealed by Our Presence:

Melissa Anderson
Melissa Anderson
Cristyl L. Keith
CRISTYL L. KEITH

By: [Signature]
Lighthouse Development Group, Inc., /Rich Smith, President
His: Managing Member

(Corporate Seal)

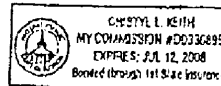


State of Florida
County of Flagler

The foregoing instrument was acknowledged before me this 31 day of May, 2005, by Lighthouse Development Group, Inc.,
/Rich Smith, President, the Managing Member of Old Dixie Partners, I.L.C., A corporation existing under the laws of the State of, on
behalf of the corporation,
He/She is personally known to me or has produced drivers license as identification.

Cristyl L. Keith (Sent)
Notary Public
Notary Printed Name: CRISTYL L. KEITH
My Commission Expires: 7-12-08

Prepared by:
Sue Rogers, an employee of
Attorney's Title Co. of Flagler,
200 South Oceanshore Boulevard, Suite 4
Flagler Beach, Florida 32136

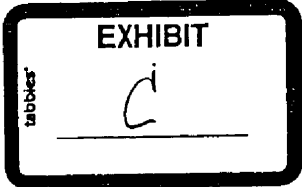


File Number: 04-0203

Exhibit "A"

A portion of Lot 9, Block "A", Section 3, Township 13 South, Range 31 East, BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION, as recorded in Map Book 1, page 1, Public Records of Flagler County, Florida, being more particularly described as follows; From the Northeast corner of said Section 3, thence South $05^{\circ}04'03''$ East along the Easterly line of said Section 3, a distance of 2,685.39 feet to the intersection with the center line of Marco Polo Boulevard, formerly called Old Dixie Highway; thence South $89^{\circ}23'27''$ West, along the centerline of said Marco Polo Boulevard, a distance of 1,390.77 feet to a spike at the Westerly end of the limited access of the Southbound exit ramp of Interstate 95; thence North $00^{\circ}36'33''$ West, a distance of 33 feet to the Northerly right-of-way line of Marco Polo Boulevard; thence South $89^{\circ}23'27''$ West along said right-of-way a distance of 60.00 feet, the point of beginning of this description; thence continue South $89^{\circ}23'27''$ West, along said right-of-way a distance of 140 feet; thence North $00^{\circ}36'33''$ West, a distance of 200 feet to the point of curvature; thence along a curve to the right having a delta angle of $60^{\circ}00'00''$, a radius of 52.58 feet, a chord length of 52.58 feet, a chord bearing of North $29^{\circ}23'26''$ East, and an arc length of 55.06 feet; thence North $59^{\circ}23'26''$ East, a distance of 118.50 feet; thence South $35^{\circ}48'58''$ East, a distance of 140.66 feet; thence along a curve to the left having a delta angle of $60^{\circ}10'16''$, a radius of 139.31 feet, a chord length of 139.67 feet, a chord bearing of South $29^{\circ}28'38''$ West and an arc length of 146.30 feet; thence South $00^{\circ}36'33''$ East, a distance of 69.0 feet to the Northerly right-of-way of Marco Polo Boulevard and the point of beginning.

EXHIBIT "C"
FINANCIAL STATEMENTS



FINANCIAL

SECTION

UTILITY NAME: Plantation Bay Utility Company

YEAR OF REPORT
December 31, 2004

COMPARATIVE BALANCE SHEET - ASSETS AND OTHER DEBITS

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	CURRENT YEAR (d)	PREVIOUS YEAR (e)
UTILITY PLANT				
101-106	Utility Plant	F-7	\$ 8,389,902	\$ 7,218,035
108-110	Less: Accumulated Depreciation and Amortization	F-8	(3,033,323)	(2,758,690)
Net Plant			5,356,579	4,459,345
114-115	Utility Plant Acquisition Adjustments (Net)	F-7		
116*	Other Plant Adjustments (specify)			
Total Net Utility Plant			5,356,579	4,459,345
OTHER PROPERTY AND INVESTMENTS				
121	Nonutility Property	F-9		
122	Less: Accumulated Depreciation and Amortization			
Net Nonutility Property				
123	Investment in Associated Companies	F-10		
124	Utility Investments	F-10		
125	Other Investments	F-10		
126-127	Special Funds	F-10		
Total Other Property and Investments				
CURRENT AND ACCRUED ASSETS				
131	Cash		57,214	61,609
132	Special Deposits	F-9		
133	Other Special Deposits	F-9		
134	Working Funds			
135	Temporary Cash Investments			3,686
141-144	Accounts and Notes Receivable, Less Accumulated Provision for Uncollectable Accounts	F-11	51,759	44,138
145	Accounts Receivable from Associated Companies	F-12		
146	Notes Receivable from Associated Companies	F-12		
151-153	Materials and Supplies			
161	Stores Expense			
162	Prepayments			
171	Accrued Interest and Dividends Receivable			
172*	Rents Receivable			
173*	Accrued Utility Revenues			
174	Misc. Current and Accrued Assets	F-12	2,295	1,795
Total Current and Accrued Assets			111,268	111,228

* Not Applicable for Class B Utilities

UTILITY NAME: Plantation Bay Utility Company

YEAR OF REPORT December 31, 2004

COMPARATIVE BALANCE SHEET - ASSETS AND OTHER DEBITS

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	CURRENT YEAR (d)	PREVIOUS YEAR (e)
	DEFERRED DEBITS			
181	Unamortized Debt Discount & Expense	F-13		
182	Extraordinary Property Losses	F-13		
183	Preliminary Survey and Investigation Charges			
184	Clearing Accounts			
185*	Temporary Facilities			
186	Misc. Deferred Debits	F-14	13,925	29,470
187*	Research & Development Expenditures			
190	Accumulated Deferred Income Taxes			
	Total Deferred Debits		13,925	29,470
	TOTAL ASSETS AND OTHER DEBITS		\$ 5,481,772	\$ 4,600,043

* Not Applicable for Class B Utilities

<p><u>NOTES TO THE BALANCE SHEET</u></p> <p>The space below is provided for important notes regarding the balance sheet.</p>

UTILITY NAME: Plantation Bay Utility Company

YEAR OF REPORT
December 31, 2004

COMPARATIVE BALANCE SHEET - EQUITY CAPITAL AND LIABILITIES

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	CURRENT YEAR (d)	PREVIOUS YEAR (e)
EQUITY CAPITAL				
201	Common Stock Issued	F-15	\$ 1,000	\$ 1,000
204	Preferred Stock Issued	F-15		
202,205*	Capital Stock Subscribed			
203,206*	Capital Stock Liability for Conversion			
207*	Premium on Capital Stock			
209*	Reduction in Par or Stated Value of Capital Stock			
210*	Gain on Resale or Cancellation of Reacquired Capital Stock			
211	Other Paid-in Capital			
212	Discount on Capital Stock			
213	Capital Stock Expense			
214-215	Retained Earnings (Deficit)	F-16	(2,703,158)	(2,514,491)
216	Reacquired Capital Stock			
218	Proprietary Capital (Proprietorship and Partnership Only)			
Total Equity Capital (Deficit)			(2,702,158)	(2,513,491)
LONG TERM DEBT				
221	Bonds	F-15		
222*	Reacquire Bonds			
223	Advances from Associated Companies	F-17	3,571,367	3,571,367
224	Other Long Term Debt	F-17	1,525,442	
Total Long Term Debt			5,096,809	3,571,367
CURRENT AND ACCRUED LIABILITIES				
231	Accounts Payable		211,591	808,444
232	Notes Payable	F-18		
233	Accounts Payable to Associated Co.	F-18		
234	Notes Payable to Associated Co.	F-18		
235	Customer Deposits		32,190	24,730
236	Accrued Taxes		13,054	22,297
237	Accrued Interest	F-19		
238	Accrued Dividends			
239	Matured Long Term Debt			
240	Matured Interest			
241	Miscellaneous Current and Accrued Liabilities	F-20	50,408	6,992
Total Current and Accrued Liabilities			307,243	862,463

* Not Applicable for Class B Utilities

COMPARATIVE BALANCE SHEET - EQUITY CAPITAL AND LIABILITIES

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	CURRENT YEAR (d)	PREVIOUS YEAR (e)
DEFERRED CREDITS				
251	Unamortized Premium on Debt	F-13		
252	Advances for Construction	F-20		
253	Other Deferred Credits	F-21		
255	Accumulated Deferred Investment Tax Credits			
Total Deferred Credits				
OPERATING RESERVES				
261	Property Insurance Reserve			
262	Injuries and Damages Reserve			
263	Pensions and Benefits Reserve			
265	Miscellaneous Operating Reserves			
Total Operating Reserves				
CONTRIBUTIONS IN AID OF CONSTRUCTION				
271	Contributions in Aid of Construction	F-22	4,171,202	3,936,081
272	Accumulated Amortization of Contributions in Aid of Construction	F-22	(1,391,324)	(1,256,377)
Total Net C.I.A.C.			2,779,878	2,679,704
ACCUMULATED DEFERRED INCOME TAXES				
281	Accumulated Deferred Income Taxes - Accelerated Depreciation			
282	Accumulated Deferred Income Taxes - Liberalized Depreciation			
283	Accumulated Deferred Income Taxes - Other			
Total Accum. Deferred Income Taxes				
TOTAL EQUITY CAPITAL AND LIABILITIES			\$ 5,481,772	\$ 4,600,043

UTILITY NAME: Plantation Bay Utility Company

YEAR OF REPORT
December 31, 2004

COMPARATIVE OPERATING STATEMENT

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (d)	PREVIOUS YEAR (c)	CURRENT YEAR * (e)
UTILITY OPERATING INCOME				
400	Operating Revenues	F-3(b)	\$ 495,490	\$ 571,158
469.530	Less: Guaranteed Revenue and AFPI	F-3(b)		
Net Operating Revenues			495,490	571,158
401	Operating Expenses	F-3(b)	270,304	383,036
403	Depreciation Expense	F-3(b)	237,964	274,633
	Less: Amortization of CIAC	F-22	(123,171)	(134,947)
Net Depreciation Expense			114,793	139,686
406	Amortization of Utility Plant Acquisition Adjustment	F-3(b)		
407	Amortization Expense (Other than CIAC)	F-3(b)	15,546	
408	Taxes Other Than Income	W/S-3	75,249	83,733
409	Current Income Taxes	W/S-3		
410.10	Deferred Federal Income Taxes	W/S-3		
410.11	Deferred State Income Taxes	W/S-3		
411.10	Provision for Deferred Income Taxes - Credit	W/S-3		
412.10	Investment Tax Credits Deferred to Future Periods	W/S-3		
412.11	Investment Tax Credits Restored to Operating Income	W/S-3		
Utility Operating Expenses			475,892	606,455
Net Utility Operating Income			19,598	(35,297)
469/530	Add Back: Guaranteed Revenue and AFPI	F-3(b)		
413	Income From Utility Plant Leased to Others			
414	Gains (Losses) From Disposition of Utility Property			
420	Allowance for Funds Used During Construction			
Total Utility Operating Income [Enter here and on Page F-3(c)]			19,598	(35,297)

* For each account, column e should agree with columns f, g + h on F-3(b)

COMPARATIVE OPERATING STATEMENT (Cont'd)

WATER SCHEDULE W-3* (f)	SEWER SCHEDULE S-3* (g)	OTHER THAN REPORTING SYSTEMS (h)
\$ 346,238	\$ 224,920	N/A
N/A		
346,238	224,920	-
190,567	192,469	
117,747	156,886	
(68,016)	(66,931)	
49,731	89,955	-
50,399	33,334	
290,697	315,758	
55,541	(90,838)	
55,541	(90,838)	N/A

* Total of Schedules W-3/S-3 for all rate groups

COMPARATIVE OPERATING STATEMENT (Cont'd)

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (d)	PREVIOUS YEAR (c)	CURRENT YEAR (e)
Total Utility Operating Income [from Page F-3(a)]			\$ 19,598	\$ (35,297)
OTHER INCOME AND DEDUCTIONS				
415	Revenues From Merchandising, Jobbing and Contract Deductions			
416	Costs and Expenses of Merchandising, Jobbing and Contract Work			
419	Interest and Dividend Income		1,565	9
421	Miscellaneous Nonutility Revenue			
426	Miscellaneous Nonutility Expenses		(42,022)	1,275
Total Other Income and Deductions			(40,457)	1,284
TAXES APPLICABLE TO OTHER INCOME				
408.20	Taxes Other Than Income			
409.20	Income Taxes			
410.20	Provision for Deferred Income Taxes			
411.20	Provision for Deferred Income Taxes - Credit			
412.20	Investment Tax Credits - Net			
412.30	Investment Tax Credits Restored to Operating Income			
Total Taxes Applicable to Other Income				
INTEREST EXPENSE				
427	Interest Expense	F-19	1,053	154,654
428	Amortization of Debt Discount & Expense	F-13		
429	Amortization of Premium on Debt	F-13		
Total Interest Expense			1,053	154,654
EXTRAORDINARY ITEMS				
433	Extraordinary Income			
434	Extraordinary Deductions			
409.30	Income Taxes, Extraordinary Items			
Total Extraordinary Items				
NET INCOME			(21,912)	(188,667)

Explain Extraordinary Income:

UTILITY NAME: Plantation Bay Utility Company

YEAR OF REPORT
December 31, 2004

SCHEDULE OF YEAR END RATE BASE

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	WATER UTILITY (d)	WASTEWATER UTILITY (e)
101	Utility Plant In Service	F-7	\$ 3,739,926	\$ 4,649,976
	Less:			
	Nonused and Useful Plant (1)			
108.1	Accumulated Depreciation	F-8	(1,576,304)	(1,457,019)
110.1	Accumulated Amortization	F-8		
271	Contributions in Aid of Construction	F-22	(1,888,804)	(2,282,398)
252	Advances for Construction	F-20		
Subtotal			274,818	910,559
272	Add: Accumulated Amortization of Contributions in Aid of Construction	F-22	575,508	815,816
Subtotal			850,326	1,726,375
114	Plus or Minus: Acquisition Adjustments (2)	F-7		
115	Accumulated Amortization of Acquisition Adjustments (2)	F-7		
	Working Capital Allowance (3)		23,821	24,059
	Other (Specify):		-	-
RATE BASE			\$ 874,147	\$ 1,750,434
NET UTILITY OPERATING INCOME			\$ 55,541	\$ (90,838)
ACHIEVED RATE OF RETURN (Operating Income / Rate Base)			6.35 %	-- %

NOTES:

- (1) Estimated if not known.
 - (2) Include only those Acquisition Adjustments that have been approved by the Commission.
 - (3) Calculation consistent with last rate proceeding.
- In absence of a rate proceeding, Class A utilities will use the Balance Sheet Method and Class B Utilities will use the One-eighth Operating and Maintenance Method.

EXHIBIT "D"

LICENSED OPERATORS

Water Operations	Glenn Wetherell	CO2679
Wastewater Operations	Glenn Wetherell	CO1218
	Scott Kelley	CO7365
	Steve Baker	CO0008621

EXHIBIT "E"

EVIDENCE OF LAND OWNERSHIP

EXHIBIT
E

QUIT-CLAIM DEED

RAMCO FORM B

REC-276 REC 061

This Quit-Claim Deed, Executed this 10th day of March A. D. 19 86 by BERNARD GAY, AS TRUSTEE (hereinafter "Gay") and LORENZO WULLSCHLEGER, AS TRUSTEE (hereinafter "Wullschleger") as tenants in common, with Gay owning an undivided*

first party, to PLANTATION BAY UTILITY COMPANY

whose postoffice address is c/o Mr. Jerry S. Johnson, 533 North Nova Road, Suite 106, Park Plaza Professional Building, Ormond Beach, Florida 32074

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Flagler State of Florida, to-wit:

See Legal Description annexed hereto as Exhibit "A"

STATE OF FLORIDA DOCUMENTARY STAMPS DEPT. OF REVENUE \$00.50

75% interest in the premises and Wullschleger owning an undivided 32.5% interest in the premises hereinafter described.

To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Louise El-Rassi

BERNARD GAY, AS TRUSTEE

[Signature]

LORENZO WULLSCHLEGER, AS TRUSTEE

Consular Service of the United States of America

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

-----Bernard Gay-----

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 21st day of October, A. D. 19 85.

[Signature] Notary Public

This instrument prepared by: Charles A. Lubitz, Esq. Boone, Casey, Calkin, Lubitz, Martens, McBan & O'Connell 515 North Flagler Drive, Northbridge Center, 19th Fl. West Palm Beach, Florida 33401

REC. 276 PAGE 062

N. 5707 (cinquemilasettecentosette)

Lugano, 28 ottobre 1985

Certifico lo sottoscritto notaio l'autenticità della firma a retro dichiaratami di proprio pugno apposta dal signor Lorenzo Wullschlegler, 1940, da Zofingen in Rovio, persona a me nota.

av. Michele Finelli, notaio in Lugano

LUGANO: 29 OTT. 1985

Si certifica l'autenticità della premessa firma e del sigillo del notaio

confermi agli originali depositati presso questo Tribunale.

p. la Cancelleria del Trib. d'appello



Tassa Fr. 10.-

To

155707

LA CANCELLERIA DELLO STATO della Repubblica e Cantone del Ticino certifica l'autenticità della firma e del bollo apposto al presente atto dal

sig. *Luigi Finelli*
Bellinzona, 30 OTT. 1985



Tassa Fr. 25.-

Carmelo Mazza
CARMELO MAZZA
Capoufficio

APOSTILLE

(Convenzione de la Haye du 5 octobre 1961)

1. Stato: Repubblica e Cantone del Ticino (Svizzera)

Il presente atto pubblico

2. è stato firmato da *Luigi Finelli*

3. operante in qualità di *Notaio*

4. è munito del sigillo/bollo di *Notaio*

del Tribunale di Lugano

Attestato

5. in Bellinzona il 30 OTT. 1985

7. da Cancelleria dello Stato

8. col numero

9. Suo, data *30.10.1985*



Tassa Fr. 25.-

CARMELO MAZZA
Capoufficio

RAMCO FORM 5

Quit Claim Deed



EXHIBIT "A"

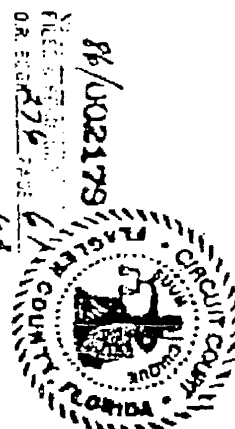
LEGAL DESCRIPTION

86-276 page 063

A portion of Section 3 and 4, Township 13 South, Range 31 East, Flagler County, Florida, described as follows: From the Southwest Corner of said Section 3, run North 01 degrees 46 minutes 34 seconds West along the West line of Section 3 a distance of 986.85 feet to the Point of Beginning, thence departing said section line run South 89 degrees 34 minutes 08 seconds West along the North line of Lot 12, Block D, Bunnell Development Company Subdivision, as recorded in Plat Book 1, Page 1, of the Public Records of Flagler County, Florida, a distance of 664.38 feet, thence North 01 degrees 56 minutes 47 seconds West along the East line of Lot 3, Block D, said Bunnell Development Company Subdivision, a distance of 1287.00 feet to the South right-of-way line of Old Dixie Highway, a 66 foot right-of-way, thence North 89 degrees 33 minutes 19 seconds East along said right-of-way a distance of 668.21 feet to the West line of said Section 3, thence departing said section line continue along said right-of-way North 89 degrees 28 minutes 05 seconds East a distance of 150.00 feet, thence departing said right-of-way run South 01 degrees 46 minutes 34 seconds East, parallel to said section line, a distance of 1287.05 feet, thence South 89 degrees 27 minutes 53 seconds West a distance of 150.00 feet to the Point of Beginning.

Containing 24.11 acres.

86
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 OR RECORD
 FLAGLER COUNTY, FLA.
 86
 MAR 10 P2:40
 CLERK OF COUNTY COURT
 FLAGLER COUNTY, FLA.



QUIT-CLAIM DEED

RAMCO FORM B

OFF. 276 PAGE 061
REC.

This Quit-Claim Deed, Executed this 10th day of March A. D. 19 86 by
BERNARD GAY, AS TRUSTEE (hereinafter "Gay") and LORENZO WULLSCHLEGER, AS TRUSTEE
(hereinafter "Wullschleger") as tenants in common, with Gay owning an undivided*
first party, to

PLANTATION BAY UTILITY COMPANY

whose postoffice address is c/o Mr. Jerry S. Johnson, 533 North Nova Road, Suite 106,
Park Plaza Professional Building, Ormond Beach, Florida 32074

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being
in the County of Flagler State of Florida to-wit:

See Legal Description annexed hereto as Exhibit "A"

STATE OF FLORIDA
DOCUMENTARY STAMPS
DEPT. OF REVENUE
000501

67.75% interest in the premises and Wullschleger owning an undivided 32.5% inter-
est in the premises hereinafter described.

To Have and to Hold the same together with all and singular the appurtenances thereunto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in presence of:

Louise El-Rassi
Louise El-Rassi

Bernard Gay
BERNARD GAY, AS TRUSTEE

Confederation of Switzerland
STATE OF FLORIDA Geneva, Canton of Geneva
COUNTY OF Consul Service of the United
States of America

Lorenzo Wullschleger
LORENZO WULLSCHLEGER, AS TRUSTEE

SS.

I HEREBY CERTIFY that on this day, before me, an
officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
-----Bernard Gay-----

to me known to be the person described in and who executed the foregoing instrument, and he acknowledged
before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of
October, A. D. 19 85.

Paul M. Guber
Paul M. Guber
American Consul

This instrument prepared by: Charles A. Lubitz, Esq.
McBane & O'Connell

ff. 276 PAGE 062
acc. 276

N. 5707 (cinquemilasettecentosette)
Lugano, 28 ottobre 1985

Certifico io sottoscritto notaio l'autenticità della firma a retro dichiaratami di proprio pugno apposta dal signor Lorenzo Wullschleger, 1940, da Zofingen in Rovio, persona a me nota.

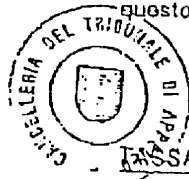
av. Michelangelo Giordetti, notaio in Lugano

LUGANO: 29 OTT. 1985

Si certifica l'autenticità della premessa
firma e del sigillo del notaio

av. Michelangelo GIORDETTI
conformi agli originali depositati presso
questo Tribunale.

p. la Cancelleria del Trib. d'appello



Tassa Fr. 10.-

TD

LA CANCELLERIA DELLO STATO della
Repubblica e Cantone del Ticino certifica
l'autenticità delle firme e del bollo apposte
al presente atto dal

sig. Forzoli Francesco Funz. amm.
Bellinzona, 30 OTT. 1985



Tassa Fr. 25.-

CARMELO MAZZA
Capoufficio

APOSTILLE

(Convention de la Haye du 5 octobre 1961)
1. Stato: Repubblica e Cantone del Ticino (Svizzera)

- Il presente atto pubblico
- 2. è stato firmato da Forzoli Francesco
- 3. operante in qualità di Funz. amm.
- 4. è munito del sigillo/bollo di Cancelleria del Tribunale di Lugano

Attestato

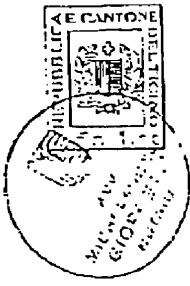
- 5. in Bellinzona
- 6. il 5 NOV. 1985
- 7. da Cancelleria dello Stato

- 8. col numero
- 9. Sigillo/bollo
- 10. firma:



Tassa Fr. 25.-

CARMELO MAZZA
Capoufficio



RAMCO FORM B

Quit Claim Deed

ICAI

EXHIBIT "A"

LEGAL DESCRIPTION

DEF. REC. 276 PAGE 063

A portion of Section 3 and 4, Township 13 South, Range 31 East, Flagler County, Florida, described as follows: From the Southwest Corner of said Section 3, run North 01 degrees 46 minutes 34 seconds West along the West line of Section 3 a distance of 986.85 feet to the Point of Beginning, thence departing said section line run South 89 degrees 34 minutes 08 seconds West along the North line of Lot 12, Block D, Bunnell Development Company Subdivision, as recorded in Plat Book 1, Page 1, of the Public Records of Flagler County, Florida, a distance of 664.38 feet, thence North 01 degrees 56 minutes 47 seconds West along the East line of Lot 3, Block D, said Bunnell Development Company Subdivision, a distance of 1287.00 feet to the South right-of-way line of Old Dixie Highway, a 66 foot right-of-way, thence North 89 degrees 33 minutes 19 seconds East along said right-of-way a distance of 668.21 feet to the West line of said Section 3, thence departing said section line continue along said right-of-way North 89 degrees 28 minutes 05 seconds East a distance of 150.00 feet, thence departing said right-of-way run South 01 degrees 46 minutes 34 seconds East, parallel to said section line, a distance of 1287.05 feet, thence South 89 degrees 27 minutes 53 seconds West a distance of 150.00 feet to the Point of Beginning.

Containing 24.11 acres.

86 MAR 10 P2:46
CLEM E. JONES, CLERK
FLAGLER COUNTY, FLA.

NO. 86/002179
FILED & RETURNED
OR BOOK 276 PAGE 63



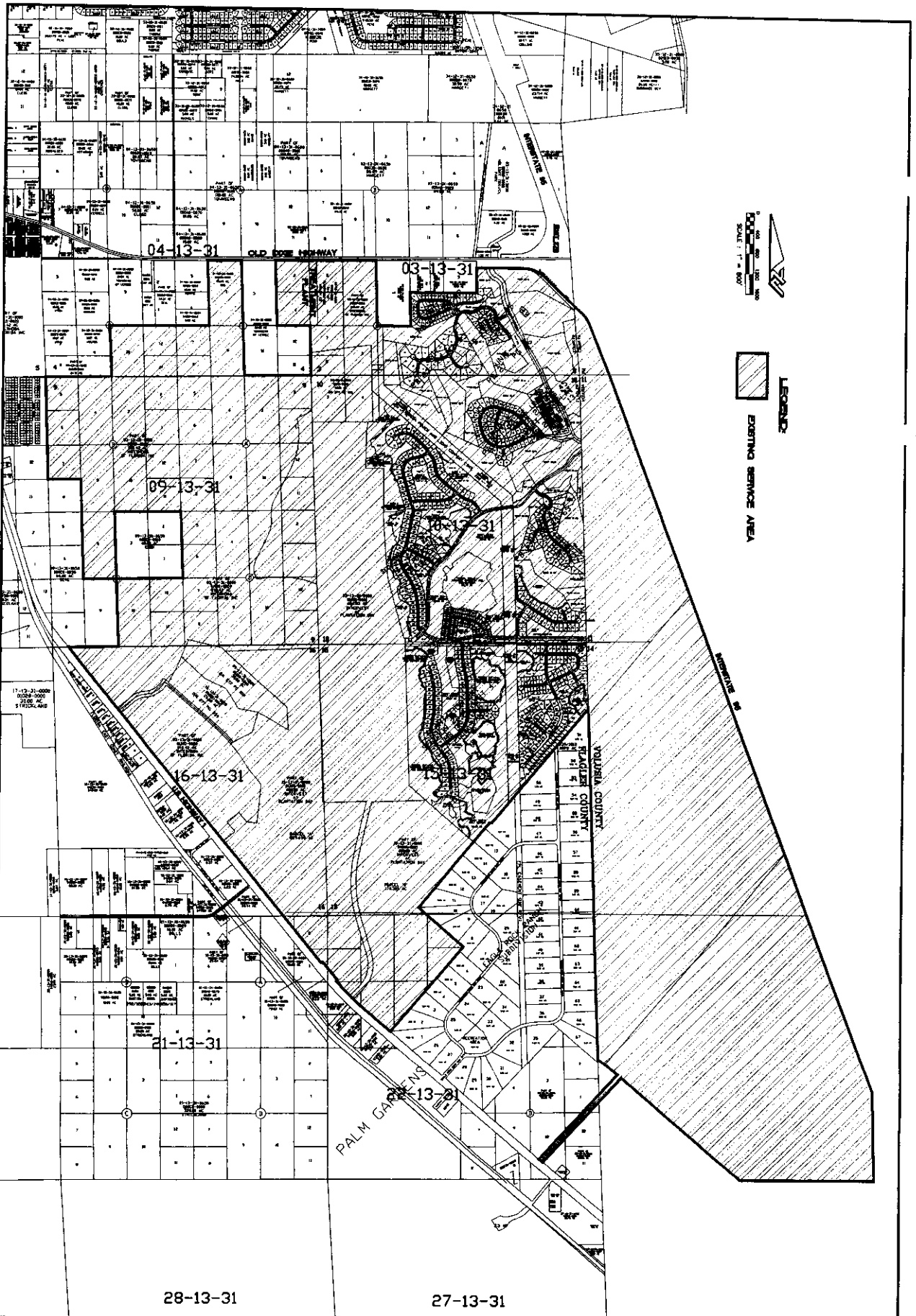
EXHIBIT "F"

DETAILED WATER AND WASTEWATER SYSTEM MAPS

EXHIBIT

tabbler

F



PROJECT NO. 0400 SHEET 1 OF 4	ZEV COHEN & ASSOCIATES, P.A.C. CIVIL ENGINEERS • LANDSCAPE ARCHITECTS PLANNERS • TRANSPORTATION • ENVIRONMENTAL AND PROFESSIONALS PROJECT NO. 0400 SHEET 1 OF 4 DRAWING FILE: 0400-01-01-01 DESIGNED BY: MBE CHECKED BY: BSM DATE: 1/22/08	PLANTATION BAY UTILITY CO. EXISTING SERVICE AREA FLORIDA		CALL NO. _____ DESCRIPTION _____ DATE _____ BY _____	CONSULTING ENGINEER 2000 W. UNIVERSITY BLVD., SUITE 100 TAMPA, FL 33606 TEL: 813-289-8800 FAX: 813-289-8801 WWW.ZEVCOHEN.COM
		ZEV COHEN & ASSOCIATES, P.A.C. CIVIL ENGINEERS • LANDSCAPE ARCHITECTS PLANNERS • TRANSPORTATION • ENVIRONMENTAL AND PROFESSIONALS PROJECT NO. 0400 SHEET 1 OF 4 DRAWING FILE: 0400-01-01-01 DESIGNED BY: MBE CHECKED BY: BSM DATE: 1/22/08		CONSULTING ENGINEER 2000 W. UNIVERSITY BLVD., SUITE 100 TAMPA, FL 33606 TEL: 813-289-8800 FAX: 813-289-8801 WWW.ZEVCOHEN.COM	



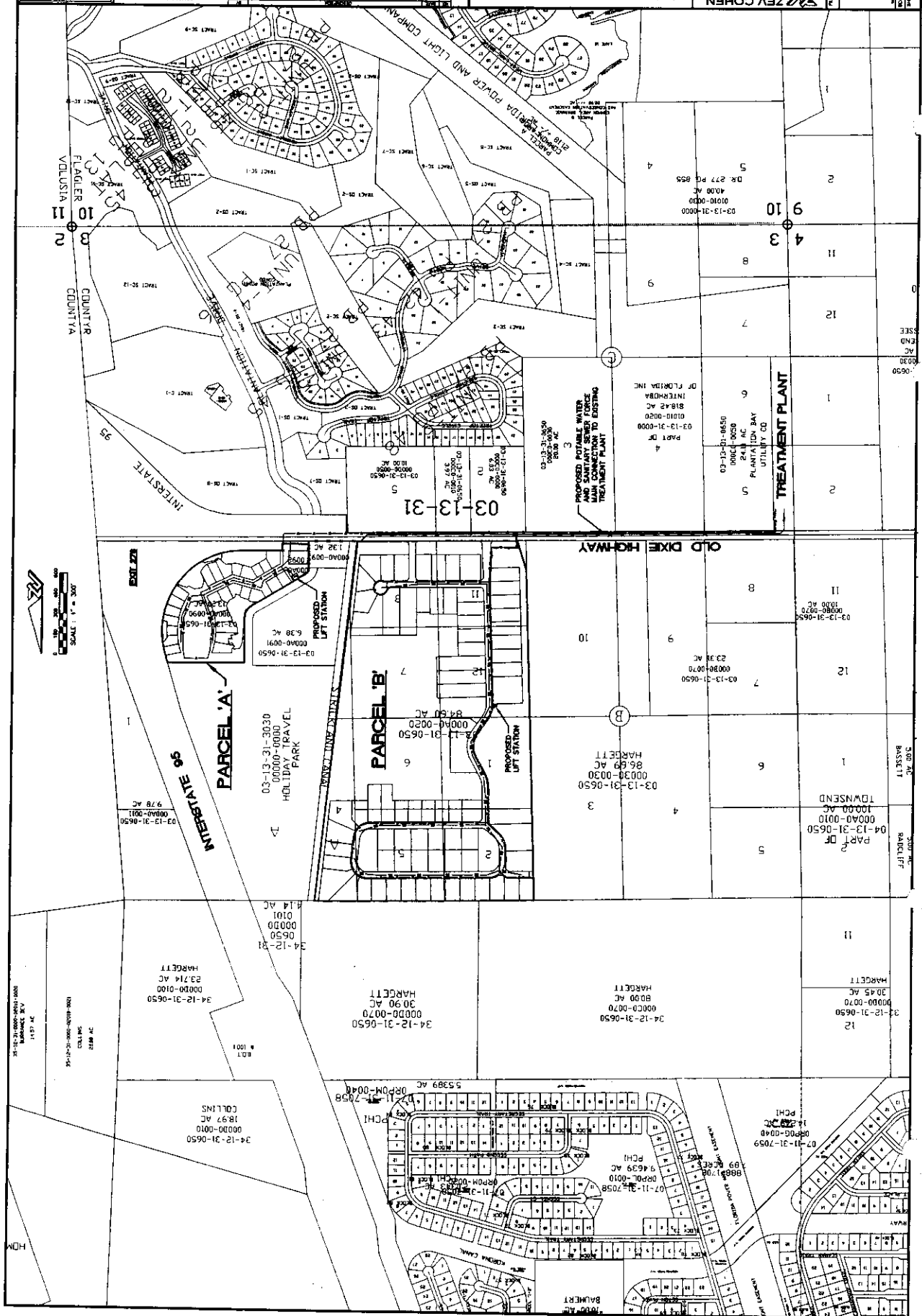
ZEV COHEN ENGINEERS, INC.
1941 W. UNIVERSITY BLVD., SUITE 100
FLORISSANT, MISSOURI 63031
TEL: 636-399-8800
FAX: 636-399-8801
WWW.ZEVCOHEN.COM

NO.	DATE	DESCRIPTION
1	11/12/03	PRELIMINARY PLAN
2	03/13/04	REVISED PLAN
3	03/13/04	REVISED PLAN
4	03/13/04	REVISED PLAN
5	03/13/04	REVISED PLAN
6	03/13/04	REVISED PLAN
7	03/13/04	REVISED PLAN
8	03/13/04	REVISED PLAN
9	03/13/04	REVISED PLAN
10	03/13/04	REVISED PLAN
11	03/13/04	REVISED PLAN
12	03/13/04	REVISED PLAN

PLANTATION BAY UTILITY CO.
PROPOSED SERVICE AREA
FLORISSANT COUNTY

NO.	DATE	DESCRIPTION
1	11/12/03	PRELIMINARY PLAN
2	03/13/04	REVISED PLAN
3	03/13/04	REVISED PLAN
4	03/13/04	REVISED PLAN
5	03/13/04	REVISED PLAN
6	03/13/04	REVISED PLAN
7	03/13/04	REVISED PLAN
8	03/13/04	REVISED PLAN
9	03/13/04	REVISED PLAN
10	03/13/04	REVISED PLAN
11	03/13/04	REVISED PLAN
12	03/13/04	REVISED PLAN

NO.	DATE	DESCRIPTION
1	11/12/03	PRELIMINARY PLAN
2	03/13/04	REVISED PLAN
3	03/13/04	REVISED PLAN
4	03/13/04	REVISED PLAN
5	03/13/04	REVISED PLAN
6	03/13/04	REVISED PLAN
7	03/13/04	REVISED PLAN
8	03/13/04	REVISED PLAN
9	03/13/04	REVISED PLAN
10	03/13/04	REVISED PLAN
11	03/13/04	REVISED PLAN
12	03/13/04	REVISED PLAN

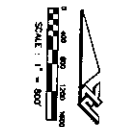
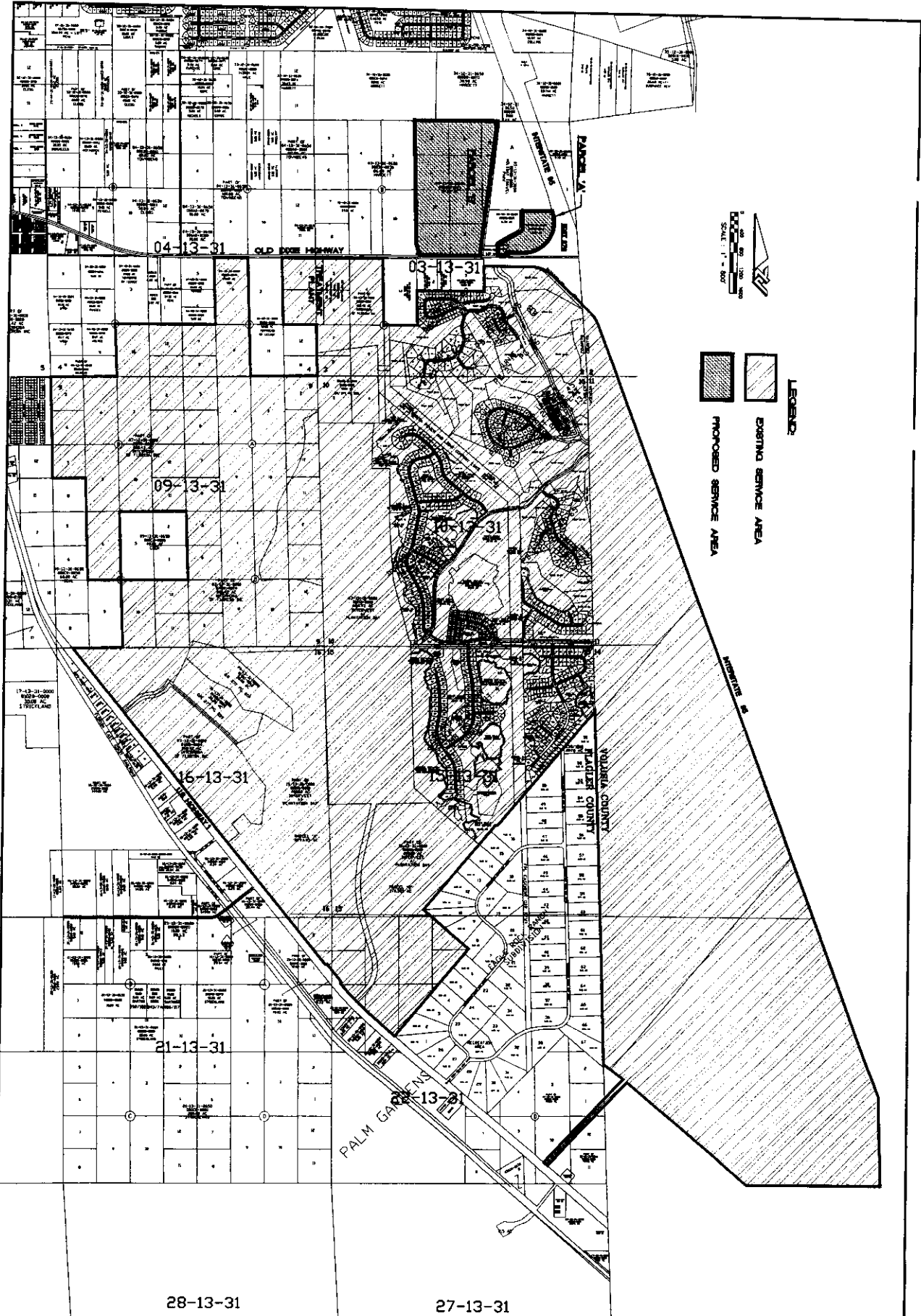


FLORISSANT COUNTY
PLANTATION BAY UTILITY CO.
PROPOSED SERVICE AREA
NO. 12
DATE: 03/13/04
DESCRIPTION: REVISED PLAN


EXHIBIT "G"


MAP OF EXTENSION AREA

tabbkes
EXHIBIT
6



LEGEND:

 EXISTING SERVICE AREA

 PROPOSED SERVICE AREA



<p>DATE: 2/28/06</p> <p>SCALE: 1" = 50'</p>	 <p>ZEV COHEN & ASSOCIATES, INC. CIVIL ENGINEERS - LANDSCAPE ARCHITECTS PLANNERS - TRANSPORTATION - ENVIRONMENTAL CONSULTANTS</p>	<p>PLANTATION BAY UTILITY CO.</p> <p>EXISTING & PROPOSED SERVICE AREAS</p> <p>FLORIDA</p>	<p>ST. AUGUSTINE 401 CENTRE ST. 3RD FLOOR, ST. AUGUSTINE, FL 32080 904/287-8818 FAX 904/287-4188</p>	 <p>© 2006 ZEV COHEN & ASSOCIATES, INC.</p>
	<p>PROJECT NO: 04048</p> <p>DRAWN BY: BLM</p> <p>DATE: 2/28/06</p> <p>CHECKED BY: SCB</p> <p>DESIGNED BY: MSA</p>	<p>FLORIDA</p> <p>PLANTATION BAY UTILITY CO.</p> <p>10000 W. PALM BEACH BLVD. SUITE 1000 WEST PALM BEACH, FL 33411 561-833-1111 FAX 561-833-1112</p>		

EXHIBIT "H"

REVISED TARIFF SHEETS

PLANTATION BAY UTILITY COMPANY
WATER TARIFF

FOURTH REVISED SHEET NO. 3.0
CANCELS THIRD REVISED SHEET NO. 3.0

TERRITORY SERVED

CERTIFICATE NO. - 455-W

COUNTY - FLAGLER, VOLUSIA

COMMISSION ORDERS APPROVING TERRITORY SERVED -

<u>Order No.</u>	<u>Date Issued</u>	<u>Docket No.</u>	<u>Filing Type</u>
15507	12/20/1985	850616-WS	Original Certificate
25429	12.02/1991	911112-WS	Name Change
PSC-95-0830-FOF-WS	07/12/1995	950181-WS	Amendment
PSC-05-0491-FOF-WS	05/05/2005	050123-WS	Quick Take Amendment
PSC-05-		050912-WS	Transfer of Majority Organizational Control
PSC-06-			Amendment

(Continued on Sheet No. 3.1)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

DESCRIPTION OF TERRITORY SERVED

(Plantation Bay- Delgado Parcel)

(Continued from Sheet No. 3.5)

Township 13 South, Range 31 East, Volusia County, Florida

Section 11: A portion of Section 11, 14 and 23, Township 13 South, Range 31 East, Volusia County, Florida, described as follows:

From a point of reference being the Northwest corner of said Section 14, run South 02° 02' 51" East along the West line of said Section 14 a distance of 1,272.46 feet to the Point of Beginning, said Point also being the Northeast corner of Eagle Rock Subdivision, as recorded on Map Book 26, Pages 51 and 52 of the Public Records of Flagler County, Florida; thence departing said line run North 40° 11' 55" East, a distance of 2,951.39 feet to a point on the Westerly right-of-way of Interstate No. 95, also known as State Road No. 9 a 300 foot right-of-way as laid out, thence South 20° 43' 11" East, along the Westerly right-of-way line of said Interstate No. 95 a distance of 5,421.18 feet to a point, thence departing said right-of-way line run South 40° 11' 55" West, a distance of 5,473.32 feet to a point, thence North 49° 46' 12" West a distance of 55.80 feet to a point on the West line of said Section 23 said point also being the Southeast corner of said Eagle Rock Ranch Subdivision, thence North 02° 01' 23" West along said Section line a distance of 2,951.88 feet to the Northwest corner of said Section 23, said corner also being the Southwest corner of said Section 14, thence North 02° 02' 51" West along the West line of said Section 14, a distance of 4,103.28 feet to th Point of Beginning. Parcel containing 461.39 acres, more or less.

(Continued on Sheet No. 3.7)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

DESCRIPTION OF TERRITORY SERVED

(Old Dixie Community Park)

(Continued from Sheet No. 3.6)

Township 13 South, Range 31 East, Flagler County, Florida

Section 4: A portion of Lot 4, Block D, Section 4, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

From the Southeast Corner of said Section 4; run South 89 ° 12' 37" West along the South line of said Section 4, a distance of 1,324.71 feet; thence departing said line, run North 02° 06' 36 " West along the East line of Lot 9, Block D and Lot 4, Block D a distance of 1,628.22 feet to the POINT OF BEGINNING; thence departing said line; run South 89° 30' 43" West a distance of 666.56 feet; thence North 02° 15' 17 " West along the West line of said Lot 4, Block D, a distance of 653.01 feet to the South right-of-way line of Old Dixie Highway, a 66-foot right-of-way; thence North 89° 30' 43" East along said right-of-way line a distance of 668.21 feet; thence departing said right-of-way line; run South 02° 06' 36" East along the East line of said Lot 4, Block D a distance of 652.96 feet to the POINT OF BEGINNING. Containing 10.0 acres.

Township 13 South, Range 31 East, Flagler County, Florida

Section 4: A portion of Lot 4, Block D, Section 4, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

From the Southeast Corner of said Section 4; run South 89 ° 12' 37" West along the South line of said Section 4, a distance of 1,324.71 feet; thence departing said line, run North 02° 06' 36 " West along the East line of Lot 9, Block D, a distance of 994.19 feet to the POINT OF BEGINNING; thence continue North 02° 06' 36" West along the East line of Lot 4, Block D, a distance of a distance of 634.03 feet; thence departing said line; run South 89° 30' 43" West, a distance of 666.56 feet to the West line of said Lot 4, Block D; thence South 02° 15' 17" East along said line a distance of 633.9 feet; thence departing said line; run North 89° 31' 09" East along the South line of said Lot 4, Block D, a distance of 664.96 feet to the POINT OF BEGINNING. Containing 9.60 acres.

(Continued on Sheet No. 3.8)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

DESCRIPTION OF TERRITORY SERVED

(The Reserve at Flagler)

(Continued from Sheet No. 3.7)

Township 13 South, Range 31 East, Flagler County, Florida

All of Lots 1, 2, 12 and part of Lot 11, Block "B" and all of Lots 5, 6, 7 and part of Lots 4, 8, and 9, Block "A", in Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, more particularly described as follows:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 89°02'02" EAST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1995.92 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK "B" AND THE POINT OF BEGINNING; THENCE SOUTH 01°51'39" EAST ALONG THE WEST LINES OF LOTS 2, 12 AND 11 OF SAID BLOCK "B", A DISTANCE OF 2426.62 FEET TO A POINT IN THE EASTERLY LINE OF A 100 FOOT FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 17°05'43" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 227.06 FEET TO A POINT IN THE NORTH LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT OF WAY IN THIS AREA (8-5-04); THENCE NORTH 89°25'11" EAST ALONG SAID NORTH LINE A DISTANCE OF 1189.89 FEET TO A POINT IN THE WESTERLY LINE OF STRICKLAND CANAL AS NOW LAID OUT AND USED; THENCE NORTH 06°25'36" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 2666.58 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 3 AND IN THE NORTH LINE OF SAID BLOCK "A", THENCE SOUTH 89°30'36" WEST ALONG SAID NORTH LINE A DISTANCE OF 968.67 FEET TO THE NORTHWEST CORNER OF SAID BLOCK "A", SAID POINT BEING ALSO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE SOUTH 89°02'02" WEST ALONG THE NORTH LINE OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID LOT 2, BLOCK "B", A DISTANCE OF 665.31 FEET TO THE POINT OF BEGINNING, CONTAINING 87.459 ACRES MORE OR LESS.

(Continued on Sheet No. 3.9)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

DESCRIPTION OF TERRITORY SERVED

(Dixie Commons Parcel 1)

(Continued from Sheet No. 3.8)

Township 13 South, Range 31 East, Flagler County, Florida

A portion of Lot 9, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN SOUTH 05°04'03" EAST ALONG THE EASTERLY LINE OF SAID SECTION 3, A DISTANCE OF 2685.39 FEET TO THE INTERSECTION WITH THE CENTER LINE OF MARCO POLO BOULEVARD, FORMERLY CALLED OLD DIXIE HIGHWAY; THENCE SOUTH 89°23'27" WEST ALONG CENTER LINE OF SAID MARCO POLO BOULEVARD, A DISTANCE OF 1390.77 FEET TO A SPIKE AT THE WESTERLY END OF THE LIMITED ACCESS OF THE SOUTHBOUND EXIT RAMP OF INTERSTATE 95; THENCE NORTH 00°36'33" WEST, A DISTANCE OF 33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MARCO POLO BOULEVARD; THENCE SOUTH 89°23'27" WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 60 FEET, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 89°23'27" WEST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 140 FEET; THENCE NORTH 00°36'33" WEST, A DISTANCE OF 200 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 60°00'00", A RADIUS OF 52.58 FEET; A CHORD LENGTH OF 52.58 FEET, A CHORD BEARING OF NORTH 29°23'26" EAST, AND AN ARC LENGTH OF 55.06 FEET; THENCE NORTH 59°23'26" EAST, A DISTANCE OF 118.50 FEET; THENCE SOUTH 35°40'50" EAST, A DISTANCE OF 140.66 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 60°10'16". A RADIUS OF 139.31 FEET, A CHORD LENGTH OF 139.67 FEET, A CHORD BEARING OF SOUTH 29°28'38" WEST AND AN ARC LENGTH OF 148.30 FEET; THENCE SOUTH 00°38'33" EAST, A DISTANCE OF 69.0 FEET TO THE NORTHERLY RIGHT-OF-WAY OF MARCO POLO BOULEVARD AND THE POINT OF BEGINNING.

PARCEL CONTAINS 1.00 ACRES MORE OR LESS.

(Continued on Sheet No. 3.10)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

DESCRIPTION OF TERRITORY SERVED

(Dixie Commons Parcel 2)

(Continued from Sheet No. 3.9)

Township 13 South, Range 31 East, Flagler County, Florida

A portion of Lots 9, 10, 11 and 12, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as per map or plat of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 05°04'03" EAST, 2,685.39 FEET; THENCE SOUTH 89°23'27" WEST, ALONG THE CENTERLINE OF MARCO POLO BOULEVARD, FORMERLY OLD DIXIE HIGHWAY, 1,390.77 FEET; THENCE NORTH 00°36'33" WEST, 33.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS: THENCE SOUTH 89°23'27" WEST, 60.00 FEET; THENCE NORTH 00°36'33" WEST, 69.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 139.31 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 60°10'16", SUBTENDED BY A CHORD BEARING A DISTANCE OF NORTH 29°28'38" EAST, 139.67 FEET AND ARC LENGTH OF 146.30 FEET; THENCE NORTH 35°48'58" WEST, 140.66 FEET; THENCE NORTH 59°23'27" EAST, 346.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 112.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 60°00'00", SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°23'26" EAST, 112.58 FEET, AN ARC LENGTH OF 117.89 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°36'33" WEST, 324.48 FEET; THENCE NORTH 89°23'26" EAST, 573.05 FEET; THENCE SOUTH 16°19'04" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT OF WAY, 71.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 105°42'30", SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°32'12" WEST, 956.52 FEET AN ARC LENGTH OF 1,106.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°23'27" WEST 300.00 FEET, THENCE SOUTH 00°36'33" EAST, 69.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE 60.00 FOOT ROAD RIGHT OF WAY WHICH ADJOINS THE ABOVE DESCRIBED PROPERTY ON THE WESTERLY SIDE AND EXTENDING SOUTHERLY TO THE NORTHERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY.

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

PLANTATION BAY UTILITY COMPANY
WASTEWATER TARIFF

FOURTH REVISED SHEET NO. 3.0
CANCELS THIRD REVISED SHEETNO. 3.0

TERRITORY SERVED

CERTIFICATE NO. - 455-W

COUNTY - FLAGLER, VOLUSIA

COMMISSION ORDERS APPROVING TERRITORY SERVED -

<u>Order No.</u>	<u>Date Issued</u>	<u>Docket No.</u>	<u>Filing Type</u>
15507	12/20/1985	850616-WS	Original Certificate
25429	12.02/1991	911112-WS	Name Change
PSC-95-0830-FOF-WS	07/12/1995	950181-WS	Amendment
PSC-05-0491-FOF-WS	05/05/2005	050123-WS	Quick Take Amendment
PSC-05-		050912-WS	Transfer of Majority Organizational Control
PSC-06-			Amendment

(Continued on Sheet No. 3.1)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

DESCRIPTION OF TERRITORY SERVED

(Plantation Bay- Delgado Parcel)

(Continued from Sheet No. 3.5)

Township 13 South, Range 31 East, Volusia County, Florida

Section 11: A portion of Section 11, 14 and 23, Township 13 South, Range 31 East, Volusia County, Florida, described as follows:

From a point of reference being the Northwest corner of said Section 14, run South 02° 02' 51" East along the West line of said Section 14 a distance of 1,272.46 feet to the Point of Beginning, said Point also being the Northeast corner of Eagle Rock Subdivision, as recorded on Map Book 26, Pages 51 and 52 of the Public Records of Flagler County, Florida; thence departing said line run North 40° 11' 55" East, a distance of 2,951.39 feet to a point on the Westerly right-of-way line of Interstate No. 95, also known as State Road No. 9 a 300 foot right-of-way as laid out, thence South 20° 43' 11" East, along the Westerly right-of-way line of said Interstate No. 95 a distance of 5,421.18 feet to a point, thence departing said right-of-way line run South 40° 11' 55" West, a distance of 5,473.32 feet to a point, thence North 49° 46' 12" West a distance of 55.80 feet to a point on the West line of said Section 23 said point also being the Southeast corner of said Eagle Rock Ranch Subdivision, thence North 02° 01' 23" West along said Section line a distance of 2,951.88 feet to the Northwest corner of said Section 23, said corner also being the Southwest corner of said Section 14, thence North 02° 02' 51" West along the West line of said Section 14, a distance of 4,013.28 feet to the Point of Beginning. Parcel containing 461.39 acres, more or less.

(Continued on Sheet No. 3.7)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

DESCRIPTION OF TERRITORY SERVED

(Old Dixie Community Park)

(Continued from Sheet No. 3.6)

Township 13 South, Range 31 East, Flagler County, Florida

Section 4: A portion of Lot 4, Block D, Section 4, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

From the Southeast Corner of said Section 4; run South 89° 12' 37" West along the South line of said Section 4, a distance of 1,324.71 feet; thence departing said line, run North 02° 06' 36 " West along the East line of Lot 9, Block D and Lot 4, Block D a distance of 1,628.22 feet to the POINT OF BEGINNING; thence departing said line; run South 89° 30' 43" West a distance of 666.56 feet; thence North 02° 15' 17 " West along the West line of said Lot 4, Block D, a distance of 653.01 feet to the South right-of-way line of Old Dixie Highway, a 66-foot right-of-way; thence North 89° 30' 43" East along said right-of-way line a distance of 668.21 feet; thence departing said right-of-way line; run South 02° 06' 36" East along the East line of said Lot 4, Block D a distance of 652.96 feet to the POINT OF BEGINNING. Containing 10.0 acres.

Township 13 South, Range 31 East, Flagler County, Florida

Section 4: A portion of Lot 4, Block D, Section 4, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

From the Southeast Corner of said Section 4; run South 89° 12' 37" West along the South line of said Section 4, a distance of 1,324.71 feet; thence departing said line, run North 02° 06' 36 " West along the East line of Lot 9, Block D, a distance of 994.19 feet to the POINT OF BEGINNING; thence continue North 02° 06' 36" West along the East line of Lot 4, Block D, a distance of a distance of 634.03 feet; thence departing said line; run South 89° 30' 43" West, a distance of 666.56 feet to the West line of said Lot 4, Block D; thence South 02° 15' 17" East along said line a distance of 633.9 feet; thence departing said line; run North 89° 31' 09" East along the South line of said Lot 4, Block D, a distance of 664.96 feet to the POINT OF BEGINNING. Containing 9.60 acres.

(Continued on Sheet No. 3.8)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

DESCRIPTION OF TERRITORY SERVED

(The Reserve at Flagler)

(Continued from Sheet No. 3.7)

Township 13 South, Range 31 East, Flagler County, Florida

All of Lots 1, 2, 12 and part of Lot 11, Block "B" and all of Lots 5, 6, 7 and part of Lots 4, 8, and 9, Block "A", in Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, more particularly described as follows:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 89°02'02" EAST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1995.92 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK "B" AND THE POINT OF BEGINNING; THENCE SOUTH 01°51'39" EAST ALONG THE WEST LINES OF LOTS 2, 12 AND 11 OF SAID BLOCK "B", A DISTANCE OF 2426.62 FEET TO A POINT IN THE EASTERLY LINE OF A 100 FOOT FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 17°05'43" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 227.06 FEET TO A POINT IN THE NORTH LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT OF WAY IN THIS AREA (8-5-04); THENCE NORTH 89°25'11" EAST ALONG SAID NORTH LINE A DISTANCE OF 1189.89 FEET TO A POINT IN THE WESTERLY LINE OF STRICKLAND CANAL AS NOW LAID OUT AND USED; THENCE NORTH 06°25'36" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 2666.58 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 3 AND IN THE NORTH LINE OF SAID BLOCK "A", THENCE SOUTH 89°30'36" WEST ALONG SAID NORTH LINE A DISTANCE OF 968.67 FEET TO THE NORTHWEST CORNER OF SAID BLOCK "A", SAID POINT BEING ALSO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE SOUTH 89°02'02" WEST ALONG THE NORTH LINE OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID LOT 2, BLOCK "B", A DISTANCE OF 665.31 FEET TO THE POINT OF BEGINNING, CONTAINING 87.459 ACRES MORE OR LESS.

(Continued on Sheet No. 3.9)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

DESCRIPTION OF TERRITORY SERVED

(Dixie Commons Parcel 1)

(Continued from Sheet No. 3.8)

Township 13 South, Range 31 East, Flagler County, Florida

A portion of Lot 9, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN SOUTH 05°04'03" EAST ALONG THE EASTERLY LINE OF SAID SECTION 3, A DISTANCE OF 2685.39 FEET TO THE INTERSECTION WITH THE CENTER LINE OF MARCO POLO BOULEVARD, FORMERLY CALLED OLD DIXIE HIGHWAY; THENCE SOUTH 89°23'27" WEST ALONG CENTER LINE OF SAID MARCO POLO BOULEVARD, A DISTANCE OF 1390.77 FEET TO A SPIKE AT THE WESTERLY END OF THE LIMITED ACCESS OF THE SOUTHBOUND EXIT RAMP OF INTERSTATE 95; THENCE NORTH 00°36'33" WEST, A DISTANCE OF 33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MARCO POLO BOULEVARD; THENCE SOUTH 89°23'27" WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 60 FEET, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 89°23'27" WEST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 140 FEET; THENCE NORTH 00°36'33" WEST, A DISTANCE OF 200 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 60°00'00", A RADIUS OF 52.58 FEET; A CHORD LENGTH OF 52.58 FEET, A CHORD BEARING OF NORTH 29°23'26" EAST, AND AN ARC LENGTH OF 55.06 FEET; THENCE NORTH 59°23'26" EAST, A DISTANCE OF 118.50 FEET; THENCE SOUTH 35°40'50" EAST, A DISTANCE OF 140.66 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 60°10'16", A RADIUS OF 139.31 FEET, A CHORD LENGTH OF 139.67 FEET, A CHORD BEARING OF SOUTH 29°28'38" WEST AND AN ARC LENGTH OF 148.30 FEET; THENCE SOUTH 00°38'33" EAST, A DISTANCE OF 69.0 FEET TO THE NORTHERLY RIGHT-OF-WAY OF MARCO POLO BOULEVARD AND THE POINT OF BEGINNING.

PARCEL CONTAINS 1.00 ACRES MORE OR LESS.

(Continued on Sheet No. 3.10)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

DESCRIPTION OF TERRITORY SERVED

(Dixie Commons Parcel 2)

(Continued from Sheet No. 3.9)

Township 13 South, Range 31 East, Flagler County, Florida

A portion of Lots 9, 10, 11 and 12, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as per map or plat of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 05°04'03" EAST, 2,685.39 FEET; THENCE SOUTH 89°23'27" WEST, ALONG THE CENTERLINE OF MARCO POLO BOULEVARD, FORMERLY OLD DIXIE HIGHWAY, 1,390.77 FEET; THENCE NORTH 00°36'33" WEST, 33.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS: THENCE SOUTH 89°23'27" WEST, 60.00 FEET; THENCE NORTH 00°36'33" WEST, 69.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 139.31 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 60°10'16", SUBTENDED BY A CHORD BEARING A DISTANCE OF NORTH 29°28'38" EAST, 139.67 FEET AND ARC LENGTH OF 146.30 FEET; THENCE NORTH 35°48'58" WEST, 140.66 FEET; THENCE NORTH 59°23'27" EAST, 346.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 112.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 60°00'00", SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°23'26" EAST, 112.58 FEET, AN ARC LENGTH OF 117.89 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°36'33" WEST, 324.48 FEET; THENCE NORTH 89°23'26" EAST, 573.05 FEET; THENCE SOUTH 16°19'04" EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300 FOOT RIGHT OF WAY, 71.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 105°42'30", SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°32'12" WEST, 956.52 FEET AN ARC LENGTH OF 1,106.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°23'27" WEST 300.00 FEET, THENCE SOUTH 00°36'33" EAST, 69.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE 60.00 FOOT ROAD RIGHT OF WAY WHICH ADJOINS THE ABOVE DESCRIBED PROPERTY ON THE WESTERLY SIDE AND EXTENDING SOUTHERLY TO THE NORTHERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY.

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

EXHIBIT "I"

WATER AND WASTEWATER CERTIFICATES

tabbles®
EXHIBIT
I



FLORIDA
Public Service Commission

CERTIFICATE NUMBER

455-W

Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to
Plantation Bay Utility Co.

Whose principal address is

103 North Lake Drive

Ormond Beach, Florida 32174 (Flagler, Volusia)

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

This Certificate shall remain in force and effect until sus-
pended, cancelled or revoked by Orders of this Commis-
sion.

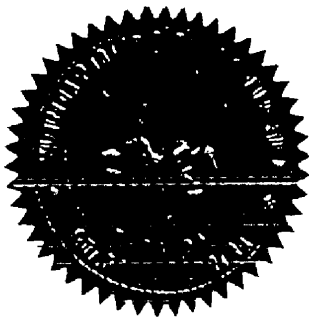
ORDER 15507 DATED 12/20/85 DOCKET 850616-WS

ORDER 25429 DATED 12/02/91 DOCKET 911112-WS
PSC-95-0830-

ORDER POF-WS DATED 7/12/95 DOCKET 950181-WS

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



Steve Fubbe
Director
Division of Records & Reporting



F L O R I D A

Public Service Commission

CERTIFICATE NUMBER

389-S

Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to
Plantation Bay Utility Co.

Whose principal address is
103 North Lake Drive
Ormond Beach, Florida 32174 (Flagler, Volusia)

to provide Wastewater service in accordance with
the provisions of Chapter 367, Florida Statutes, the Rules,
Regulations and Orders of this Commission in the territory de-
scribed by the Orders of this Commission.

This Certificate shall remain in force and effect until sus-
pended, cancelled or revoked by Orders of this Commis-
sion.

- ORDER 15507 DATED 12/20/85 DOCKET 850616-WS
- ORDER 25429 DATED 12/02/91 DOCKET 911112-WS
- ORDER PSC-95-0830-FCF-WS DATED 7/12/95 DOCKET 950181-WS
- ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



Steve Fiddle
Director
Division of Records & Reporting

EXHIBIT "J"

AFFIDAVIT THAT TARIFF AND CURRENT ANNUAL REPORT ARE ON FILE


AFFIDAVIT

STATE OF FLORIDA

COUNTY OF SEMINOLE

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared VALERIE L. LORD, ESQUIRE, who, after being duly sworn on oath, did depose on oath and say that she is the attorney for PLANTATION BAY UTILITY CO., that PLANTATION BAY UTILITY CO. has a Tariff on file with the Public Service Commission; and that on December 21, 2005, she verified on the Public Service Commission's website that PLANTATION BAY UTILITY CO. has a current Annual Report on file.

FURTHER AFFIANT SAYETH NAUGHT.

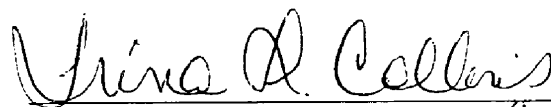


VALERIE L. LORD

Sworn to and subscribed before me this 24th day of February, 2006, by VALERIE L. LORD, who is personally known to me.



Trina L. Collins
Commission # DD290253
Expires February 12, 2008
Bonded Troy Fair - Insurance, Inc. 200-385-7510



PRINTED NAME: Trina L. Collins
NOTARY PUBLIC
My Commission Expires: 2-12-08

EXHIBIT "J"

EXHIBIT "K"

AFFIDAVIT OF MAILING - NOTICE TO GOVERNMENTAL ENTITIES

(To be late filed)

EXHIBIT "L"

AFFIDAVIT OF MAILING - NOTICE TO CUSTOMERS

(To be late filed)

EXHIBIT "M"

AFFIDAVIT OF PUBLICATION

(To be late filed)