LAW OFFICES

ORIGINAL

Rose, Sundstrom & Bentley, LLP

2548 BLAIRSTONE PINES DRIVE TALLAHASSEE, FLORIDA 32301

Frederick L. Aschauer, Jr.
Chris H. Bentley, P.A.
Robert C. Brannan
David F. Chester
F. Marshall Deterding
John R. Jenkins, P.A.
Steven T. Mindlin, P.A.
Chasity H. O'Steen
Daren L. Shippy
William E. Sundstrom, P.A.
Diane D. Tremor, P.A.
John L. Wharton

ROBERT M. C. ROSE, *OF COUNSEL*WAYNE L. SCHIEFELBEIN, *OF COUNSEL*

(850) 877-6555 Fax (850) 656-4029 www.rsbattorneys.com

REPLY TO CENTRAL FLORIDA OFFICE

<u>Central Florida Office</u>
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, Florida 32779
(407) 830-6331
Fax (407) 830-8522

Martin S. Friedman, P.A. Valerie L. Lord Brian J. Street

June 22, 2006

HAND DELIVERY

Ms. Blanca Bayo Commission Clerk and Administrative Services Director Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

RE: D

Docket No.: OGO Application of Ranch Mobile WWTP, Inc., for

Cancellation of Certificate No. 233-S

Our File No.: 40098.01

Dear Ms. Bayo:

Enclosed for filing and consideration by the Commission is the original and seven (7) copies of Ranch Mobile WWTP, Inc.'s Application for Cancellation of Certificate No. 233-S.

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

Very truly yours,

MARTIN S. FRIEDMAN

For the Firm

MSF/mp Enclosures

cc: Charles S. Dumican, Jr. (w/enclosure)

M:\1 ALTAMONTE\RANCH MOBILE WWTP, INC\PSC Clerk 01.ltr.wpd

SOCUMENT NUMBER-DATE

05459 JUN 22 g

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

| IN RE: Application of RANCH MOBILE, WWTP, INC., for cancellation of Certificate No. 233-S in Pinellas County. |))) | DOCKET NO.: <u>060475-S</u> U |
|---|-------------|-------------------------------|
| · |) | |

APPLICATION FOR CANCELLATION OF CERTIFICATE NO. 233-S

Applicant, RANCH MOBILE WWTP, INC. ("Utility"), by and through its undersigned attorneys, files this Application for cancellation of Certificate No. 233-S, and in support thereof states:

1. The full name, address and telephone number of the Utility is:

Ranch Mobile WWTP, Inc. 6800 150th Avenue, North Clearwater, FL 33764 (727) 536-3553

2. The name, address and telephone number of the representative of the Utility to contact concerning this Application is:

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2180 W. State Road 434, Suite 2118
Longwood, FL 32779
PHONE: (407) 830-6331
FAX: (407) 830-8522
mfriedman@rsbattorneys.com

- 3. Pursuant to its Certificate, Utility provides bulk wastewater service to three mobile home parks and a pizza restaurant.
- 4. Utility no longer has its own wastewater treatment plant and provides service to its customers through a bulk service agreement with the City of New Port Richey, except for the pizza restaurant which is billed directly by New Port Richey.
 - 5. The Utility and the three bulk service customers have entered into an

TOCK-FOMMICATON OF FRE

Agreement whereby the bulk service customers would become direct customers of New Port Richey, no longer necessitating the Utility to continue certification. A true and correct copy of the Agreement is attached hereto as Exhibit "A".

6. The Utility holds no customer deposits.

7. The Utility owes no regulatory assessment fees and will pay future regulatory assessment fees when due, through the date the customers become direct customers of New Port Richey.

8. Attached as Exhibit "B" is a copy of the Utility's Certificate No. 233-S. After diligent search, the Utility has been unable to locate the original.

WHEREFORE, Utility requests this Commission enter an Order cancelling Certificate No. 233-S.

Respectfully submitted this 2006, by:

Rose, Sundstrom & Bentley, LLP 2180 W. State Road 434, Suite 2118 Longwood, FL 32779 PHONE: (407) 830-6331

MARTIN S. FRIEDMAN

For the Firm

M:\1 ALTAMONTE\RANCH MOBILE WWTP, INC\Application for Decertification.wpd

AGREEMENT

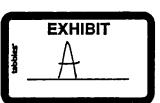
THIS AGREEMENT is made and entered into this ______ day of June, 2006, by and among RANCH MOBILE WWTP, INC., a Florida corporation ("WWTP"), RANCH MOBILE INC., a Florida corporation ("Ranch Mobile"), MHC DOWN YONDER, L.L.C., a Delaware limited liability company ("Down Yonder"), and TWIN PALMS MOBILE HOME COURT, INC., a Florida corporation ("Twin Palms").

RECITALS

- A. WWTP holds Certificate No. 233-S ("Certificate") authorizing it to provide wastewater service in Pinellas County, Florida. WWTP provides wastewater service by purchasing bulk treatment from the City of Largo ("Largo") for resale to its customers.
- B. Down Yonder, Ranch Mobile and Twin Palms are bulk wastewater customers of WWTP.
- C. WWTP desires to cancel its Certificate and to provide for Down Yonder, Ranch Mobile and Twin Palms to receive wastewater service directly from Largo.

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

- 1. The foregoing recitals are true and correct and incorporated herein.
- 2. Down Yonder, Ranch Mobile, and Twin Palms share a portion of the collection system within the property owned by Ranch Mobile. Attached as Exhibit "A" is a drawing denoting the shared portions of the collection system ("Shared Lines")
- 3. WWTP has or will on or before December 31, 2006 slipline all of the Shared Lines at its own expense, except the line west of Lake Road, and the line from manhole C-9 TAL:54238:2



to C-8 to C-7 to A-1, as shown on Exhibit "A".

- 4. The cost of any repairs to the Shared Lines in the future shall be shared proportionately by the parties. For instance, repairs to the Shared Lines between manholes B5 and B1 will be shared equally by Down Yonder and Ranch Mobile, and repairs to the Shared Lines along the route of manholes B1 to A2 to A1A to A1 will be shared equally by Ranch Mobile, Down Yonder and Twin Palms. No party has the authority to increase the sewage flow through the Shared Lines beyond that necessary to serve the existing number of lots within each mobile home community.
- 5. Concurrently with the execution and delivery of this Agreement, Ranch Mobile shall grant Down Yonder an easement approximately 400 feet long over its property for the purpose of allowing Down Yonder to operate, maintain and repair the force main located thereon. The form of easement is attached hereto as Exhibit "B".
- 6. This Agreement is subject to the approval of the Florida Public Service Commission ("PSC") and shall not become effective unless and until such approval is granted, which approval shall not impose any unreasonable costs or burdens on Down Yonder, Ranch Mobile or Twin Palms. WWTP, within fifteen (15) days of the execution of this Agreement by all parties, shall file an application with the PSC for approval of the transfer of its customers directly to Largo and for cancellation of its Certificate. Ranch Mobile, Down Yonder and Twin Palms shall cooperate with WWTP in this PSC proceeding, at no expense to such parties.

MISCELLANEOUS PROVISIONS

7. <u>Notice</u>. Until further written notice by a party to another, all notices provided TAL:54238:2

for herein shall be in writing and transmitted by messenger, by overnight delivery service, by

U. S. Mail or by telegram, as follows:

if to Ranch Mobile WWTP, Inc., at:

Ranch Mobile WWTP, Inc. 6800 150th Avenue, North Clearwater, FL 33764

with a copy to:

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

if to Ranch Mobile, Inc., at

Ranch Mobile, Inc. 6800 150th Avenue, North Clearwater, FL 33764

if to MHC Down Yonder, L.L.C., at:

MHC Down Yonder, L.L.C. c/o Equity Lifestyle Properties, Inc. Two N. Riverside Plaza Suite 800 Chicago, IL 60606 Attention: Legal Department

with a copy to:

Ruden McClosky 215 South Monroe Street Suite 815 Tallahassee, FL 32301 Attention: Kathryn G.W. Cowdery if to Twin Palms Mobile Home Court, at

Twin Palms Mobile Home Court, Inc. 1424 S. Evergreen Avenue Clearwater, FL 33756

- 8. <u>Laws of Florida</u>. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by all parties hereto, subject to any approvals which must be obtained from any governmental authority, if applicable.
- 9. <u>Costs and Attorney's Fees</u>. In the event any party to this Agreement 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.
- 10. Force Majeure. In the event that the performance of this Agreement by any party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of such party including, but not limited to, Act of God or of the public enemy, war, national emergency, allocation or 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, 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 during the duration of such cause.

- 11. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between the parties hereto, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between the parties with respect to matters herein contained. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by any party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.
- 12. 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.
- 13. Whenever approvals of any nature are required by any party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.
- 14. Failure to insist upon strict compliance with 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 timeor times be deemed a waiver or relinquishment of such right or power at any other time or times.
- 15. 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 TAL:54238:2

provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

16. Each party warrants that the person signing this document on its behalf has the lawful authority to execute this Agreement and to bind such party.

IN WITNESS WHEREOF, the parties to this Agreement have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterparts shall be considered an original executed copy of this Agreement.

WITNESSES:

RANCH MOBILE WWTP, INC.

Print Name: Denthy Elane Cretice By Charles S Dumie

Mitton C. Kinney Its: BOARD CHAIRMAN

MILTON C. KINNEY

Print Name:

RANCH MOBILE, INC.

Print Name: Der thy Elane Crafeau By: Chales S Dumies

Millon C. Kinney

Milton C. Kinney

Print Name:

TWIN PALMS MOBILE HOME COURT, INC.

| Print Name: Norma I. Ersylpe ATHY Chasse Print Name: | By: <u>Facus Home</u> Court, INC By: <u>Faculo Force</u> , Jr. Its: <u>President</u> EARL O JONES, JR |
|--|---|
| | MHC DOWN YONDER, L.L.C., a Florida limited liability company |
| | By: MHC Operating Limited Partnership, an Illinois limited partnership Its: Sole Member |
| | By: MHC Trust, a Maryland real estate investment trust Its: General Partner |
| | By: Equity LifeStyle Properties, Inc., a Maryland corporation Its: Sole Voting Shareholder |
| Katee Golagon | By: Zedlell |
| Print Name: KATIE GALLAGHER | Its: VICE PRESIDENT |
| Print Name: Arin Rager STATE OF FLORIDA COUNTY OF TILE 1/4.5 | |
| The foregoing Agreement was acknown the foregoing Agreement was acknown as identification. The foregoing Agreement was acknown as identification. | owledged before me this day of June, 2006, by, of RANCH MOBILE WWTP, INC., a Florida, who is personally known to me or has produced |
| | Notary Public |

TAL:54238:2



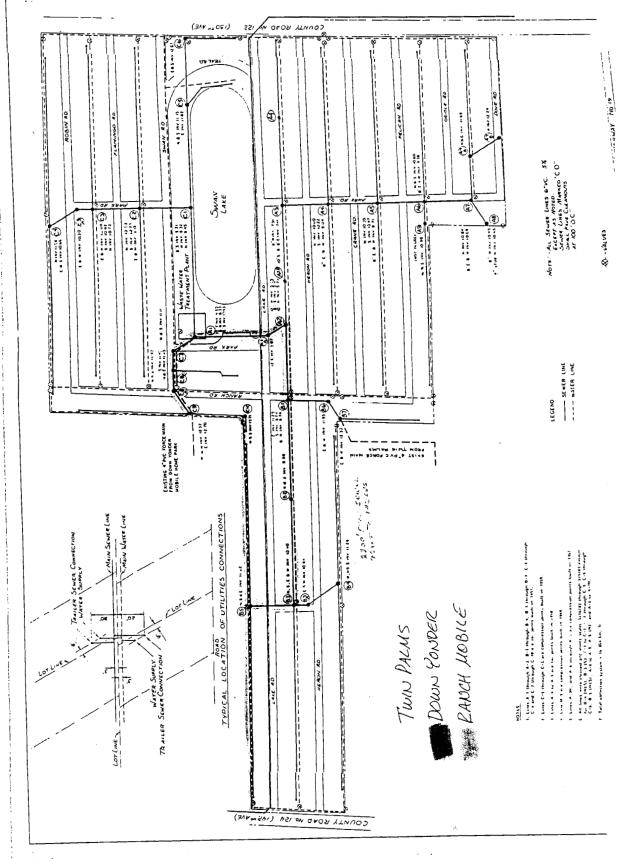
Printed Name: Many L. Breen
My Commission Expires: April 24, 2007

STATE OF FLORIDA COUNTY OF TIALIAS

| • |
|---|
| The foregoing Agreement was acknowledged before me this 7 day of June, 2006, by Chaeles 5. Dunices Je, as haveness, of RANCH MOBILE, INC., a Florida corporation |
| on behalf of the corporation, who is personally known to me or has produced Accounting Known identification. |
| NANCY L. BREEN MY COMMISSION # DD 192797 EXPIRES: April 26, 2007 Notary |
| My Commission Expires! Ane. 16 100 |
| ing Commission Expires |
| STATE OF FLORIDA . COUNTY OF TALE NAS |
| The foregoing Agreement was acknowledged before me this day of June, 2006, by, of TWIN PALMS MOBILE HOME COURT, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced |
| Der Jan D. Promes identification. |
| NANCY L BREEN NOTATY Public NOTATY Public Printed Name: |
| STATE OF ILLINIOS COUNTY OF COOK |
| The foregoing Agreement was acknowledged before me this 13 day of June, 2006, by DAVID W-FELL, as VICE PRESIDENT, of Equity Lifestyle Properties, Inc., a Maryland corporation, the sole voting shareholder of MHC Trust, a Maryland real estate investment trust, the general partner of MHC Operating Limited Partnership, an Illinois limited partnership, the sole member of MHC DOWN YONDER, L.L.C., a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or has produced as identification. |
| Shown I Smiles |
| "OFFICIAL SEAL" Notary Public Printed Name: Sharon D. Smiley |
| Notary Public, State of Illinois My Commission Expires May 22, 2010 My Commission Expires: May 22, 2010 |

This Agreement prepared by Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, Sanlando Center, 2180 W. State Road 434, Suite 2118, Longwood, FL 32779

M:\1 ALTAMONTE\RANCH MOBILE WWTP, INCAGREEMENT (410-06).doc



BH1B1T"A"

THIS DOCUMENT PREPARED BY
MARTIN S. FRIEDMAN, ESQ.
ROSE, SUNDSTROM & BENTLEY
SANLANDO CENTER
2180 W. STATE ROAD 434 SUITE 2118
LONGWOOD, FL 32779

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Easement Agreement") dated as of 7 June, 2006, is by and between RANCH MOBILE, INC., a corporation organized and existing under the laws of the State of Florida, with its principal place of business located at 6800 150th Avenue North, Clearwater, Florida 33764 ("Ranch Mobile"), and MHC DOWN YONDER, L.L.C., a Delaware limited liability company doing business in the State of Florida, with its principal place of business located at Two North Riverside Plaza, Suite 800, Chicago, Illinois 60606 ("Down Yonder").

WITNESSETH:

WHEREAS, Ranch Mobile is the fee simple owner of the real property located in Pinellas County, Florida, known as Ranch Mobile Mobile Home Park ("Ranch Mobile Property") which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, Down Yonder is the fee simple owner of the real property located in Pinellas County, Florida, adjoining and abutting the Ranch Mobile Property, known as Down Yonder Mobile Home Park ("Down Yonder Property") which is more particularly described in Exhibit B attached hereto and by this reference incorporated herein; and

WHEREAS, a sewer line on the Ranch Mobile Property serves certain parcels or lots on the Down Yonder Property; and

WHEREAS, Down Yonder desires to receive and Ranch Mobile desires to grant an easement for ingress/egress to and maintenance, repair and replacement of the subject sewer line.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties, the parties agree as follows:

- 1. The parties hereby acknowledge and agree that the statements contained in the recitals of fact (the "Recitals") set forth above are true and correct, and that the Recitals are by this reference made a part of this Easement Agreement.
- 2. Ranch Mobile does hereby give, grant, bargain and convey to Down Yonder, its successors and assigns a perpetual easement upon, over, across and under the Ranch Mobile Property, identified on Exhibit C, said drawing/site plan attached hereto and incorporated by reference herein, and more particularly described as follows:

A 6-foot easement, 3 feet on each side of the sewer line identified as the existing 4" PVC Force Main running from the Down Yonder Property at Manhole 5 to the Ranch Mobile Property at Manhole A1; which said easement shall be for the purpose of ingress/egress and installing, utilizing, servicing, repairing, replacing and maintaining the sewer line.

- 3. Down Yonder will be solely responsible for the costs of the installation, utilization, servicing, repair, replacement and maintenance of the sewer line and any damage caused to the surrounding property belonging to Ranch Mobile as a result of Down Yonder taking such action to install, utilize, service, repair, replace and maintain the sewer line.
- 4. Ranch Mobile, including but not limited to its employees, tenants, agents, etc., is responsible for the costs of any maintenance, repair, and replacement of the sewer line and any damage caused as a result of its actions.
- 5. The easement herein granted is subject to Ranch Mobile's right to maintain any existing improvement in the easement area provided that such maintenance shall not unreasonably interfere with Down Yonder's use of the easement.
- 6. The rights, powers, covenants, conditions and obligations contained in this Easement Agreement shall be binding upon Ranch Mobile and Down Yonder, their successors (by merger, consolidation or otherwise), and assigns, lessees, and all persons acquiring any interest in either the Ranch Mobile Property or the Down Yonder Property or any portion thereof, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of Ranch Mobile and Down Yonder and their respective successors (by merger, consolidation or otherwise), and assigns, lessees, and all persons claiming by, through, or under them. All provisions of this Easement Agreement shall constitute covenants running with the land pursuant to Florida law.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

| Signed, sealed and delivered in the presence of: Morma Jackson Signature of Witness | RANCH MOBILE, INC., a Florida corporation Charles & Dumican De (Print Name) |
|---|--|
| Legibly Print Name of Witness Signature of Witness | Officer's Title: RARD CHAIRMAN (CORPORATE SEAL) |
| Thomas E. Fougut Legibly Print Name of Witness | |
| STATE OF FLORIDA) COUNTY OF PINELLAS) | |
| The foregoing instrument was acknown 2006, by haeles 5. Number 12, as Chair Mobile, Inc., a Florida corporation, on beersonally known to me or 12 has produced dentification. | wledged before me this 7 day of Jude, man of the Board of Governors of Ranch ehalf of the corporation. She/He to is as |
| My Commission Expires: NANCY L BREEN MY COMMISSION # DD 19279 EXPIRES: April 26, 2007 Borded Thru Notary Public Underwriter | . <u> </u> |

| Signed, sealed and delivered in the presence of: | MHC DOWN YONDER, L.L.C., a Florida limited liability company | | |
|---|--|--|--|
| the presence of. | a Horida infinted hability company | | |
| Katel alloyo | By: MHC Operating Limited | | |
| Signature of Witness | Partnership, | | |
| | an Illinois limited partnership | | |
| KATIE GALLAGHER | Its: Sole Member | | |
| Legibly Print Name of Witness | BY: MHC Trust, | | |
| Mr. Kuss | a Maryland real estate investment | | |
| Signature of Witness | trust | | |
| 1 | Its: General Partner | | |
| Arin Rager | | | |
| Legibly Print Name of Witness | By: Equity LifeStyle Properties, Inc., | | |
| | a Maryland corporation | | |
| | Its: Sole Yoting Shareholder | | |
| | By: Burding File | | |
| | Its: VICE PRESIDENT | | |
| | (CORPORATE SEAL) | | |
| | (| | |
| | | | |
| | | | |
| STATE OF ILLINOIS) | | | |
| COUNTY OF COOK) | | | |
| The foregoing instrument was acknown | owledged before me this <u>13</u> day of TWE. | | |
| | E PRESIDENT Equity Lifestyle Properties, | | |
| | ing shareholder of MHC Trust, a Maryland | | |
| | tner of MHC Operating Limited Partnership, | | |
| an Illinois limited partnership, the sole n | nember of MHC DOWN YONDER, L.L.C., | | |
| | half of the limited liability company, who is | | |
| personally known to me or has produced | as identification. | | |
| | O(1) | | |
| My Commission Expires: | Slaron V. Smily | | |
| may 22, 2010 | Notary Public (SEAL) σ | | |
| * | - Sharon D. Smiles | | |
| "OFFICIAL SEAL" | Legibly Print Name of Notary Public | | |
| Sharon D. Smiley Notary Public, State of Illinois | Legiony 11 mt Ivame of Ivotaly Pablic | | |
| My Commission Expires May 22, 2018 | | | |
| ************************************** | ~~ | | |

RANCH MOBILE

CORNER OF CRANE AND PARK 6800 - 150TH AVENUE NORTH CLEARWATER, FLORIDA 33546

TELEPHONE 536-3553

DESCRIPTION OF RANCH MOBILE, INC.

FROM THE NORTHEAST CORNER OF SECTION G, TOWNSHIP 305, RANGE 16E RUN N 88°50'05"W 100.16 FEET ALONG THE NORTH BOUNDARY OF S 410 SECTION 6: THENCE S 2°07'01"E, 5.73 FEET, THENCE BY A CURVE TO THE LEFT, RADIUS 8094.81 FEET, ARC 27.39 FEET, CHORD S 2°12′50″E 27.32 FEET TO THE NORTHEAST CORNER OF SECTION B RANCH MOBILE AS RECORDED IN PLAT BOOK 44, PAGES 51 AND 52, RECORDS OF PINELLAS COUNTY, FLORIDA: THENCE N 88° 50' 05"W, 301.08 FEET ALONG THE NORTH LINE OF SAID SECTION "B" TO THE NORTHEAST CORNER OF SECTION "A" OF SAID RANCH MOBILE FOR A POINT OF BEGINNING. - THENCE S O" 38'51" E. 680.93 FEET: THENCE N 88'19'39"W, 267.16 FEET, THENCE S 0°42′25″E. 711.60 FEET; THENCE N 87°49′18″W, 333.58 FEET; THENCE S 0°44'12"E, 1384.22 FEET; THENCE N 86"48'21"W, 333.21 FEET; THENCE N 0°45′58″W, 1378.35 FEET THENCE N 87°49′18″W, 667.13 FEET; THENCE N 0°49'39"W, 1366.67 FEET TO THE NORTHWEST CORNER OF SECTION "A" OF SAID RANCH MOBILE, THENCE S 88°50'05"E, 1603.95 FEET TO THE POINT OF BEGINNING.



Exhibit A

EXHIBIT "B"

PARCEL I - FEE:

The East 1/2 of the East 1/2 of Lot 6, LESS road right-of-way; and LESS the Northeast 1/4 thereof; and LESS that part more particularly described as the South 18.00 feet of the North 33.00 feet of the West 1/2 of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 6, Township 30 South, Range 16 East. Being a part of Lot 6, Pinellas Groves Sudivision in the Northeast 1/4 of said Section 6, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida; and all of Lot 7; and Forth 1/4 of Lot 8, LESS the South 140 feet of the West 160 feet thereof, and LESS that part of Lot 7 and of the North 1/4 of Lot 8, LESS the South 140 feet thereof, in the Northeast 1/4 of Section 6, Township 30 South, Range 16 East, Pinellas Groves, Inc., as recorded in Plat Book 1, Page 55 of the Public Records of Pinellas County, Florida, which lies within 30 feet of the North/South centerline of said Section 6, Township 30 South, Range 16 East, all in the Northeast 1/4 of Section 6, Township 30 South, Range 16 East, PINELLAS GROVES, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida. Also the South 1/2 of Lot 8 LESS that part which lies within 30 feet of the West line of the said Northeast 1/4 and the Bast 1/2 of Lot 9 and all of Lots 10 and 11, PINELLAS GROVES, in the Northeast 1/4 of Section 6, Township 30 South, Range 16 East, according to the plat thereof recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, LESS that put which lies within 33 feet of the South line of the said Northust 1/4. Also West 1/2 of Lot 9, according to map or plat of PIWELLAS GROVES, INC., in the Northeast 1/4 of Section 6, Township 30 South, Range 16 East; as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, LESS and EXCEPT existing right-of-ways.

PARCEL II - EASEMENT:

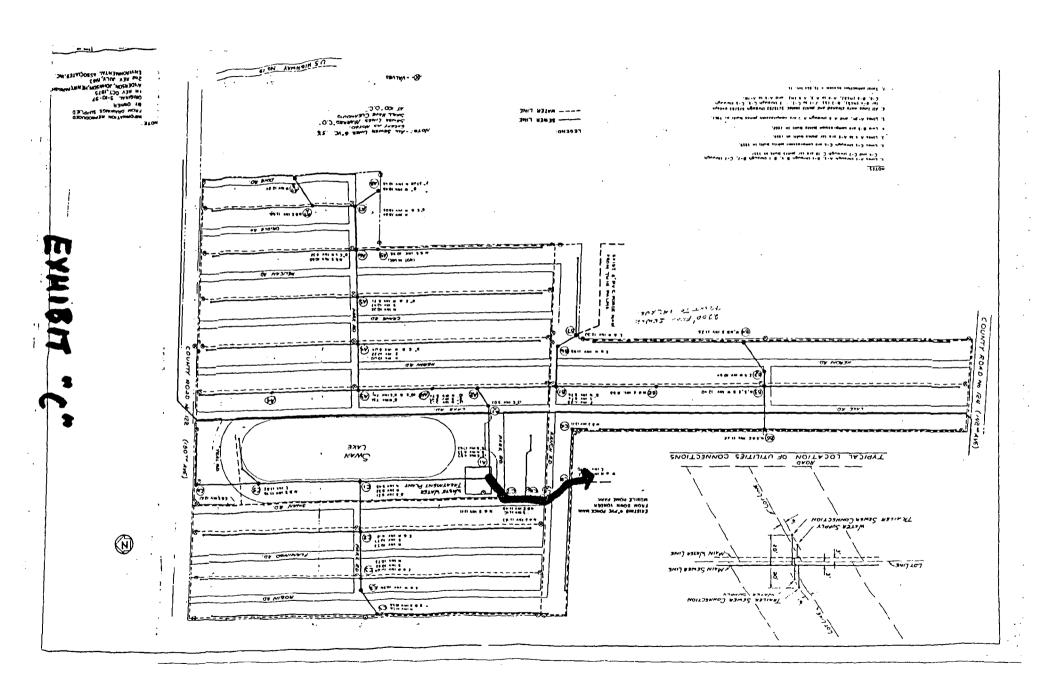
Water and sewer easement as set forth in that certain Essement Agreement by and among Richard M. Jerger, Mobilhomes Associates, Inc., a Florida corporation, and Ranch Mobile, Inc., a cooperative mobile home park, a corporation not for profit organized and existing under the laws of the State of Florida, dated October 6, 1969, recorded October 8, 1969 in O.R. Book 3179, Page 480, Pinellas County Records.

PARCEL I IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A part of Lots 6, 7, 8, 9, 10 and 11 as shown on the PLAT OF PINELLAS GROVES SUBDIVISION of the Northeast 1/4 of Section 6, Township 30 South, Range 16 East, Pinellas County, Florida, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the center of Section 6, Township 30 South, Range 16 East, Pinellas County, Florida; thence South 86°48'21" East, 1332.82 feet along the South boundary of the Northeast 1/4 of said section 6 to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 6; thence North 00'36'03" West, 33.07 feet to a point on the North right-of-way line of 142nd Avenue North, said right-of-way line being 33 feet North of and parallel to the South boundary of the Northeast 1/4 of said Section 6 for a Point of Beginning; thence North 86°48'15" West, 1303.16 feet along said right-of-way line; thence North 00°52'07" West, 1008.02 feet, along the East right-of-way line of 71st Street North, said East right-of-way line also being 30 feet East of and parallel to the West line of the Northeast 1/4 of said Section 6; thence South 87°36'52" East, 635.56 feet along the North boundary of the South 1/2 of Lot 8 of said Pinellas Groves Subdivision, to a point on the East boundary of said Lot 8; thence North 00'29'27" West, 174.54 feet along the East boundary of said Lot 8; thence North 87°39'00" West, 491.92 feet, along the South boundary of the North 1/4 of said Lot 8; thence North 00°43'59" West, 139.82 feet along a line 160 feet East of and parallel to the West boundary of the Northeast 1/4 of said Section 6; thence North 87.41'10" West, 145.23 feet along a line 140 feet North of and parallel to the South boundary of the North 1/4 of said Lot 8; thence North 00'52'59" West 727.42 feet along the East right-of-way line of 71st Street North, said right-of-way line being 30 feet East of and parallel to the North-South centerline of said Section 6; thence South 88'19'52" East, 470.60 feet, along the South boundary of Lot 6 of said Pinellas Groves Subdivision; thence North 00°50'57" West, 665.32 feet along the West boundary of the East 1/4 of said Lot 6 to a point on the South right-of-way line of 150th Avenue North, said right-of-way line being 33 feet South of and parallel to the North boundary of the Northeast 1/4 of said Section 6; thence South 88'43'00" East 83.57 feet along said right-of-way line; thence South 00'49'29" East, 316.12 feet along the West boundary of the Northeast 1/4 of the East 1/4 of

Lot 6 of said Pinellas Groves Subdivision; thence South 88°30'37" East, 83.48 feet along the South boundary of the Northeast 1/4 of the East 1/4 of said Lot 6 to a point on the East boundary of said Lot 6; thence South 00°49'38" East, 1049.51 feet along the East boundary of Lots 6 and 7 of said Pinellas Groves Subdivision to the Northwest corner of Lot 10 of said Pinellas Groves Subdivision; thence South 87°49'56" East, 668.10 feet along the North boundary of Lots 10 and 11 of said Pinellas Groves Subdivision to the Northeast corner of said Lot 11; thence South 00°44'04" East, 1378.66 feet along the East boundary of said Lot 11 to a point on the North right-of-way line of 142nd Avenue North, said right-of-way line being 33 feet North of and parallel to the South boundary of the Northeast 1/4 of said Section 6 to the Point of Beginning.





FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

233-5

| Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to | | | | | |
|--|---------------------------------|--------------------------|------------------------|-------------------------------------|----------|
| 1 | SEDICHU WOBINE | ្តា សូម្បាយមេសមុខ្មាំ | TION | | |
| Whose principal of | address is কুড়ুদেশ্যমিদ্যুক | SRoady Ra. S | 100 3 MOUNT | | |
| ٥ | | | | | A 1500 - |
| to provideS | EWER | service i | n accordar | nce with th | e E |
| provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders Of this Commission. | | | | | a- d |
| This Certificonsuspended, cancel | ahe, shall i re led or revok | ed by Orde | orce and rs of this | effect unt Commission | il n. |
| ORDER 7693 | DATED_ | 3-22-77 | _ DOCKET_ | 760569-S | |
| ORDER <u>14194</u> | DATED_ | 3-19-85 | _DOCKET_ | 840230-SU | |
| ORDER | DATED_ | | _DOCKET_ | | |
| ORDER | DATED | | _DOCKET_ | | |
| | | | | | |
| FI ORID | BY ORD A PUBLIC | ER OF TH | | N | |
| | | | | | |
| | | Will | Cours D. | ive Secretary | |
| | | | | | |
| | • | ≤ 2 | aular_ | Chairmon | |
| | | | | · · · · · · · · · · · · · · · · · · | |
| A STATE OF THE PERSONS ASSESSMENT | | | | | 化多量] |
| | | | | | |
| | and Acossis to add to | EXHIE | BIT | | |