

CHK# 550331
 \$ 2,250.00
 9.24.12
 RT

Michael G. Cooke
 Tel: 813-318-5700
 CookeM@gtlaw.com

DATE DEPOSIT
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RECEIVED FPSC
 12 SEP 25 PM 3:04
 COMMISSION
 CLERK

September 24, 2012

VIA FEDERAL EXPRESS

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

RE: Docket No. 120239-WS
 Application for Approval to Transfer Wasterwater Certificate 536 S and Water Certificate 625 for Hidden Valley SPE LLC d/b/a Orange Lake to MHC OL Utility Systems, L.L.C.

Dear Ms. Cole:

Enclosed for filing on behalf of MHC OL Utility Systems, L.L.C. are the original and seven copies of an Application for Approval to Transfer Wasterwater Certificate 536 S and Water Certificate 625 for Hidden Valley SPE LLC d/b/a Orange Lake to MHC OL Utility Systems, L.L.C. Also enclosed is check number 550331 in the amount of \$2,250 in payment of the application fee. Please open a docket to consider this matter.

Please acknowledge receipt of the foregoing by stamping the enclosed extra copy of this letter and return it to my attention in the self addressed postage paid envelope.

Sincerely,

Michael G. Cooke

Michael G. Cooke

COM _____
 AFD 4
 APA _____
 ECO _____
 ENG _____
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 TEL _____
 CLK _____

MGC/mmt
 Enclosure

- ALBANY
- AMSTERDAM
- ATLANTA
- AUSTIN
- BOSTON
- CHICAGO
- DALLAS
- DELAWARE
- DENVER
- FORT LAUDERDALE
- HOUSTON
- LAS VEGAS
- LONDON*
- LOS ANGELES
- MIAMI
- MILAN**
- NEW JERSEY
- NEW YORK
- ORANGE COUNTY
- ORLANDO
- PALM BEACH COUNTY
- PHILADELPHIA
- PHOENIX
- ROME**
- SACRAMENTO
- SAN FRANCISCO
- SHANGHAI
- SILICON VALLEY
- TALLAHASSEE
- TAMPA
- TYSONS CORNER
- WASHINGTON, D.C.
- WHITE PLAINS
- ZURICH**

TPA 511,707,397

DOCUMENT NUMBER-DATE
 06439 SEP 25 12

*OPERATES AS GREENBERG TRAUIG MAHER LLP
 **STRATEGIC ALLIANCE

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application for Approval)
to Transfer Wastewater Certificate 536 S)
and Water Certificate 625 W for Hidden)
Valley SPE LLC d/b/a Orange Lake)
to MHC HV Utility Systems, L.L.C.)

Docket No. 120239-WS

**Application for Approval to Transfer Wastewater Certificate 536 S
and Water Certificate 625 W for Hidden Valley SPE LLC
d/b/a Orange Lake to MHC OL Utility Systems, L.L.C.**

MHC OL Utility Systems, L.L.C., by and through its undersigned counsel, and pursuant to Section 367.071, *Florida Statutes*, (“F.S.”), and Rule 25-30.037, Florida Administrative Code (“F.A.C.”), hereby files this application for approval of the transfer of the certificates to operate the Hidden Valley SPE LLC d/b/a Orange Lake (“Hidden Valley”) water and wastewater utilities in Lake County to MHC OL Utility Systems, L.L.C. In support of this application, MHC OL Utility Systems, L.L.C., states as follows:

APPLICATION INFORMATION

1. Complete name and address of seller.

Hidden Valley SPE, LLC
C/O Hometown America
150 N. Wacker Drive
Suite 2800
Chicago, IL 60406

2. Complete name and address of buyer.

MHC OL Utility Systems, L.L.C.
Two North Riverside Plaza
Chicago, IL 60606

DOCUMENT NUMBER - DATE

06439 SEP 25 02

FPSC-COMMISSION CLERK

3. Nature of buyer's business organization.

MHC OL Utility Systems, L.L.C., is a limited liability corporation. It is affiliated with Equity LifeStyle Properties, Inc., ("ELS"), a real estate investment trust. Please see the figure provided in ATTACHMENT 1 for a diagram of relevant corporate entities.

4. Name and address of buyer's corporate officers, directors, partners or other persons who will have an interest.

Please see the attached Florida 2012 Limited Liability Company Annual Report for fiscal year ended December 1, 2011, which lists the managing member and officers. (ATTACHMENT 2)

5. Date and state of incorporation of buyer.

MHC OL Utility Systems, L.L.C., is a Delaware limited liability company authorized to do business in Florida. Please see attached Florida 2012 For Profit Corporation Annual Report (ATTACHMENT 2) for further information.

6. Names and locations of other water or wastewater utilities owned by the buyer.

MHC OL Utility Systems, L.L.C., does not own other water or wastewater utilities. ELS, as of the end of 2011, had an indirect ownership interest in approximately 382 mobile home communities and RV resorts, certain of which include associated water or wastewater utilities. In Florida, ELS, or its affiliates, own the following water or wastewater utilities: BE Utility Systems, L.L.C., in Marion County; CC Utility Systems, L.L.C., in Broward County; COL Utility Systems, L.L.C., in Lake County, HV Utility Systems, L.L.C., in Pasco County; MFL Utility Systems, L.L.C., in Lake County; and OB Utility Systems, L.L.C., in Marion County.

7. Copy of the contract for sale and related agreements.

Please see attached Bill of Sale between Hidden Valley SPE, LLC and MHC OL Utility Systems, L.L.C. (ATTACHMENT 3)

8. Statement describing the financing of the purchase.

The purchase of the utility is not separately financed. It is part of a larger transaction in which affiliates of ELS acquired from affiliates of Hometown America, LLC, 75 mobile home communities throughout the United States. The purchase price paid for the assets of Hidden Valley SPE, L.L.C., was not separately allocated in the transaction. Please see also paragraph 10, below.

9. Statement of how transfer is in the public interest.

MHC OL Utility Systems, L.L.C., has the financial and technical ability to provide service in the community served by the utility and the customers will continue to receive the same quality of service to which they are accustomed. To operate the systems, the utility retains a management team that professionally operates the water and wastewater systems. The utility provides safe and reliable service to its customers. The parent organization, ELS, as of the end of 2011, had an indirect ownership interest in a portfolio of approximately 382 properties located throughout the United States and Canada, consisting of over 140,000 residential sites. As noted above, other properties owned and operated by affiliates of ELS in Florida include several communities with water and wastewater utilities that are regulated by the Florida Public Service Commission.

10. List of all entities upon which the applicant is relying to provide funding to the buyer.

There is not separate financing for the purchase of the utility assets. Funding is provided by affiliates of ELS as part of a larger transaction in which affiliates of ELS acquired from affiliates of Hometown America, LLC, 75 mobile home communities in the United States. As noted in publicly filed documents, the purchase price for the transaction in which ELS acquired the communities, utilities, and other assets was more than \$1,000,000,000.

11. Proposed net book value of the system as of the date of the proposal.

The portion of the purchase price paid at closing allocable or attributable to the certificated utility property is deemed to be at least the net book value of the utility assets established by the Commission as part of this transfer docket. The rates for the Hidden Valley water and wastewater systems were most recently established by the Commission in a staff assisted rate case in 2008 and 2009 in Docket No. 080714-WS. A consummating order was issued in 2009 which established the rate base for the facility. See Order No. PSC-09-0647-CO-WS, issued November 3, 2009. No acquisition adjustment is requested.

12. Books and records of seller.

The books and records of the utility will be maintained in Florida, in compliance with Rule 25-30.115(1), F.A.C.

13. Copies of all federal income tax returns of the seller from the date the utility was first established or the date the rate base was most recently established.

MHC OL Utility Systems, L.L.C. requested the seller to provide copies of federal tax returns for the utility dating back to the date of the last rate case conducted for the utility. MHC OL Utility Systems, Inc., has been advised that separate tax returns for the utility were not filed; the utility's information was incorporated into combined filings without having segregated the utility's information.

14. Statement from buyer that system appears to be in compliance with FDEP requirements.

After reasonable inquiry, the utility system appears to be in satisfactory condition and in substantial compliance with applicable FDEP requirements.

15. Evidence that the utility owns the land.

Please see the attached Grant of Non-Exclusive Easement between the mobile home community owner, (MHC Orange Lake, L.L.C.) and MHC OL Utility Systems, L.L.C. (ATTACHMENT 4). See also the attached water and wastewater Treatment Services Agreement between MHC Hidden Valley, L.L.C. and MHC OL Utility Systems, L.L.C. (ATTACHMENT 5).

16. Statement regarding disposition of outstanding RAF.

All Regulatory Assessment Fees have been paid through 2012.

17. Original and two copies of sample tariff sheets reflecting ownership and copies of utility's current certificates.

Please see attached tariff sheets and certificates. (ATTACHMENT 6).

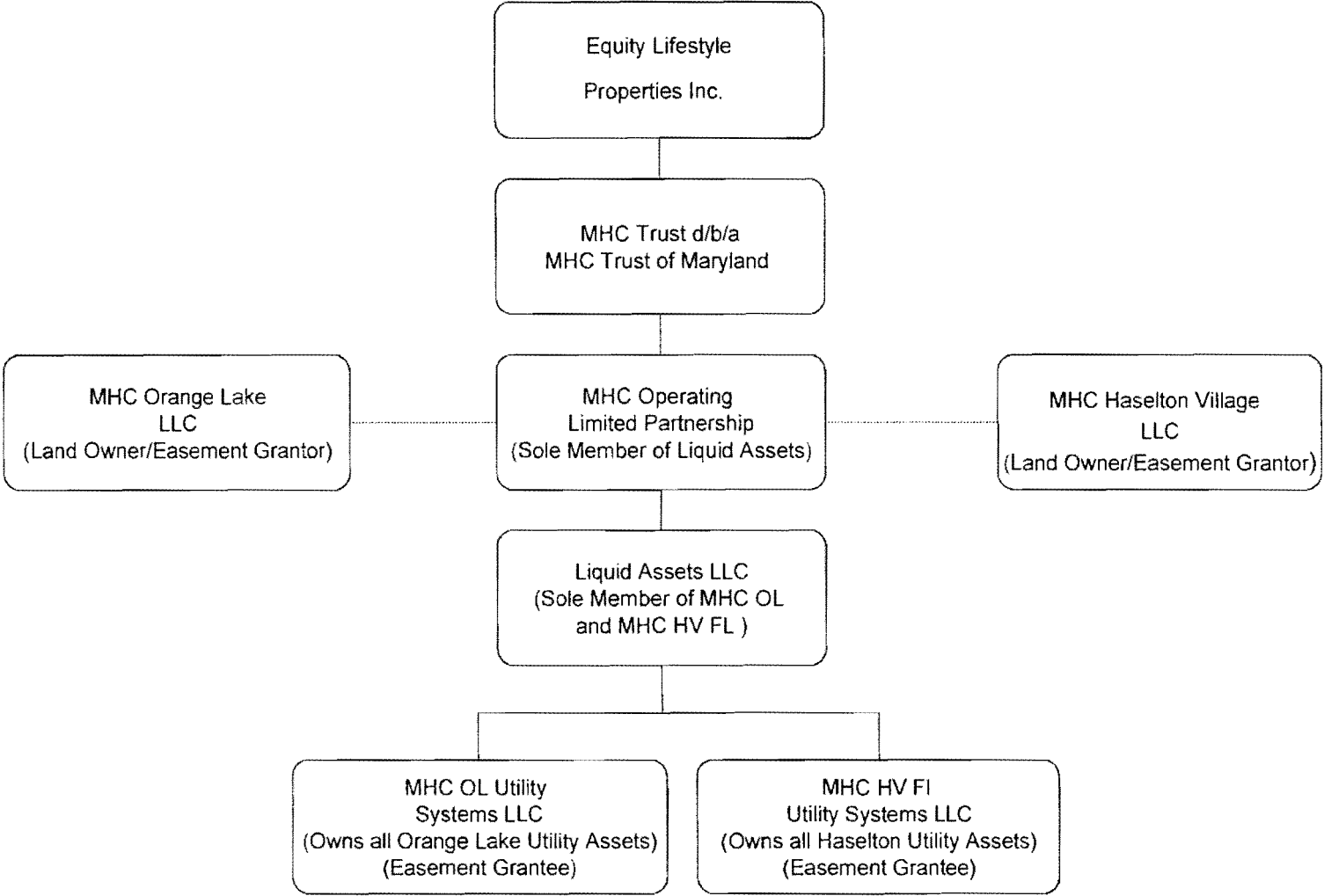
WHEREFORE, the Applicant requests that the Commission approve the Application for Approval to Transfer Wastewater Certificate 536 S and Water Certificate 625 W for Hidden Valley SPE LLC d/b/a Orange Lake to MHC OL Utility Systems, L.L.C., as set forth herein.

DATED this _____ day of _____, 2012

Michael G. Cooke
Fla. Bar No.: 0979457
Greenberg Traurig, P.A.
625 E. Twiggs St.
Tampa, FL 33602
(813) 318-5728
Attorneys for Equity LifeStyle Properties, Inc.

ATTACHMENT 1

HASELTON AND HIDDEN VALLEY UTILITIES PERSONAL PROPERTY AND LAND OWNERSHIP



ATTACHMENT 2

2012 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M11000005186

Entity Name: MHC HV UTILITY SYSTEMS, L.L.C.

FILED
Apr 29, 2012
Secretary of State

Current Principal Place of Business:

TWO NORTH RIVERSIDE PLAZA, SUITE 800
CHICAGO, IL 60606

New Principal Place of Business:

Current Mailing Address:

TWO NORTH RIVERSIDE PLAZA, SUITE 800
CHICAGO, IL 60606

New Mailing Address:

FEI Number:

FEI Number Applied For (X)

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 323012525 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

Title: MGRM
Name: LIQUID ASSETS, L.L.C.
Address: TWO NORTH RIVERSIDE PLAZA, SUITE 800
City-St-Zip: CHICAGO, IL 60606

Title: SVP
Name: KROOT, KENNETH
Address: TWO NORTH RIVERSIDE PLAZA, SUITE 800
City-St-Zip: CHICAGO, IL 60606

Title: VP
Name: JACCARD, WALTER
Address: TWO NORTH RIVERSIDE PLAZA, SUITE 800
City-St-Zip: CHICAGO, IL 60606

Title: VPT
Name: SEAVEY, PAUL
Address: TWO NORTH RIVERSIDE PLAZA, SUITE 800
City-St-Zip: CHICAGO, IL 60606

Title: VP
Name: FIELD, NORM
Address: TWO NORTH RIVERSIDE PLAZA, SUITE 800
City-St-Zip: CHICAGO, IL 60606

Title: VP
Name: LINDERS, MARTINA
Address: TWO NORTH RIVERSIDE PLAZA, SUITE 800
City-St-Zip: CHICAGO, IL 60606

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: KENNETH KROOT

SVP

04/29/2012

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

ATTACHMENT 3

Bill of Sale

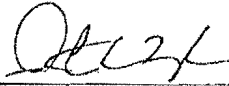
HIDDEN VALLEY SPE LLC, a Delaware limited liability company ("Seller"), in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged does hereby sell, assign, transfer, and set over to MHC OL UTILITY SYSTEMS, L.L.C., a Delaware limited liability company ("Purchaser"), to the extent not excluded pursuant to the terms of the Sale Agreement (defined below), all personal property set forth on **Exhibit A** attached hereto that is owned by Seller and used or usable in connection with the real estate (the "Land") commonly known as Orange Lake Manufactured Housing Community located at 15840-32 State Road 50, Clermont, FL 34711 (County of Lake) (collectively, the "Personal Property"), together with all replacements and substitutions therefor.

Seller does hereby covenant with Purchaser that at the time of delivery of this Bill of Sale, the Personal Property is free from all encumbrances made by Seller, and that Seller will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Seller, but against none other. EXCEPT AS OTHERWISE SET FORTH IN ANY OF THE REPRESENTATIONS OR WARRANTIES CONTAINED IN THE PURCHASE AND SALE AGREEMENT DATED MAY 31, 2011 BY AND AMONG SELLER (AND AFFILIATES OF SELLER) AND MHC OPERATING LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP (AS ASSIGNED TO PURCHASER AND AS SAME MAY HAVE BEEN HERETOFORE AMENDED, "Sale Agreement"), SELLER HEREBY DISCLAIMS, AND GRANTEE HEREBY WAIVES ANY AND ALL WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PERSONAL PROPERTY BEING TRANSFERRED BY THIS INSTRUMENT.

EXECUTED as of July 1, 2011.

SELLER:

HIDDEN VALLEY SPE LLC,
a Delaware limited liability company

By: 
Name: _____
Its: Patrick C. Zilis
Chief Investment Officer

UTILITY BILLS OF SALE

EXHIBIT A- DESCRIPTION OF PERSONAL PROPERTY

Orange Lake:

certain water and wastewater treatment facilities, distribution and collection lines, meters, conduits, pipelines and other related facilities

ATTACHMENT 4

5



488660-43
RETURN TO:
First American Title Ins. Co.
25400 US 19 N, Suite 135
Clearwater, FL 33763

INSTRUMENT #2011063280
OR BK 4050 PG 31 - 38 (8 PGS)
DATE: 7/7/2011 3:10:43 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$69.50 DEED DOC \$0.70

Prepared by and after recording return to:



Paul, Hastings, Janofsky and Walker, LLP
191 N. Wacker Drive, 30th Floor
Chicago, IL 60654
Attention: Daniel J. Perlman, Esq.

ORANGE LAKE

GRANT OF NON-EXCLUSIVE EASEMENT

THIS GRANT OF NON-EXCLUSIVE EASEMENT ("Agreement") is made and entered into as of July 1, 2011, by and between MHC ORANGE LAKE, L.L.C., a Delaware limited liability company, having an address of c/o Manufactured Home Communities, Inc., Two North Riverside Plaza, Suite 800, Chicago, Illinois 60606 ("Grantor"), and MHC OL UTILITY SERVICES, L.L.C., a Delaware limited liability company, having an address of c/o Manufactured Home Communities, Inc., Two North Riverside Plaza, Suite 800, Chicago, Illinois 60606 ("Grantee").

WITNESSETH:

1. For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, its successors and permitted assigns, subject to the terms and conditions of this Agreement, a non-exclusive easement with respect to that certain parcel of land owned by Grantor situated in Lake County, Florida, and legally described on Exhibit A attached hereto and made a part hereof ("Easement Parcel"), together with the right of ingress thereto and egress therefrom, solely for the purpose of constructing, repairing, replacing, maintaining and operating certain water wells, water collection systems, waste water treatment facilities, sanitary sewer systems, septic systems, distribution and collection lines, meters, conduits, pipelines and/or other related facilities, if any, that are owned by Grantee and located or to be located within the Easement Parcel (collectively, the "Improvements"), all at the sole cost and expense of Grantee.

2. Any activities conducted by Grantee pursuant to the provisions of this Agreement are hereinafter collectively referred to as "Activities". Any such Activities shall be conducted only upon reasonable prior written notice to Grantor (except in an emergency) and in accordance with the terms and conditions of this Agreement.

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8 Pgs | 69.50 Doc .70

3. Grantee shall be solely responsible, at Grantee's sole cost and expense, for the construction, repair, maintenance and operation of the Improvements, and Grantee shall keep the same in good condition and repair and in compliance with all applicable laws at all times.

4. Title to the Easement Parcel shall remain with Grantor. Grantor reserves the right to use the Easement Parcel and to grant rights to others therein for such purposes as Grantor may deem appropriate; provided, however, that any such use or rights will be consistent with the purposes of this Agreement and shall not unreasonably interfere with Grantee's rights under this Agreement.

5. Grantee shall conduct all Activities as expeditiously as reasonably possible, and in such a manner that will not unreasonably interfere with ingress or egress of persons or vehicles to, from or within the Easement Parcel, or with the ordinary flow of pedestrian and vehicular traffic, or with the normal conduct of business on the Easement Parcel.

6. Grantee hereby acknowledges that the easement herein granted may cross, at one or more points, other utility facilities or systems or easement rights now or hereafter in existence. Grantee hereby agrees to exercise the highest degree of care in order to avoid any damage to or interference with any such other utility facilities or systems or easement rights and agrees that in the event of any damage to or interference with any such other utility facilities or systems or easement rights attributable to any Activities, Grantee shall promptly remedy such damage or interference at Grantee's sole cost and expense. Grantee further agrees to cooperate with all other grantees having or acquiring similar rights within or serving the Easement Parcel.

7. Grantor reserves the right to require Grantee to move or relocate any or all of the Improvements, provided, however, that Grantor will reimburse Grantee for any actual, reasonable expenses incurred in such relocation, and provided further that Grantor will provide a suitable alternate location for any such Improvements and will grant or cause to be granted necessary easement rights for such Improvements at the new location upon substantially the same terms and conditions as herein provided, and in such event this Agreement shall automatically terminate.

8. In the event that Grantee abandons or ceases to use the Easement Parcel for the purposes herein set forth for a period of six (6) months or the Water Services Agreement between Grantor and Grantee has been terminated, this Agreement shall automatically terminate and be of no further force or effect; provided, however, that upon termination of this Agreement Grantee shall have thirty (30) days after the date of termination to remove any or all of the Improvements, at Grantee's sole cost and expense, in which event Grantee shall restore the Easement Parcel to substantially the condition which existed immediately prior to such removal. After said thirty (30) days, at Grantor's option, either (i) the Improvements remaining on the Easement Parcel shall become the property of Grantor, without compensation to Grantee, or (ii) Grantor may remove such Improvements and so restore the Easement Parcel, all at the sole cost and expense of Grantee, in which event Grantee shall reimburse Grantor for the cost thereof upon demand. Grantee agrees to execute a release of this Agreement for recordation evidencing the termination of this Agreement, at Grantee's sole cost and expense, within ten (10) days following Grantor's request for same.

9. Grantor and Grantee further agree as follows: (i) Grantor makes, and has made, no representations or warranties to Grantee regarding the physical condition of the Easement Parcel or the suitability of the Easement Parcel for Grantee's intended use thereof, and Grantee acknowledges that it has physically inspected the Easement Parcel and accepts the same "as is", with full knowledge of the condition thereof; (ii) the use and enjoyment of the Easement Parcel shall not be unreasonably interfered with in connection with the Activities to be conducted by Grantee, its contractors and agents on or around the Easement Parcel, and Grantee shall promptly repair and restore, at its expense, any damage to the Easement Parcel attributable to such Activities; and (iii) as between Grantee and Grantor, Grantee assumes sole responsibility for any and all loss of life, injury to persons or damage to property that may be sustained in connection with any of the aforesaid Activities to be conducted by Grantee, its contractors and agents on or around the Easement Parcel, and to the extent permitted by law Grantee agrees to indemnify, defend and hold harmless Grantor, its affiliates and subsidiaries, and the respective officers, directors, shareholders, partners, members, agents and employees of each, from and against any and all claims, liability or expense that may arise with respect to the same.

10. If either party files an action to enforce any provision of this Agreement, or with respect to a breach of any covenant hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and other legal expenses.

11. This Agreement shall run with the land during the term hereof, and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

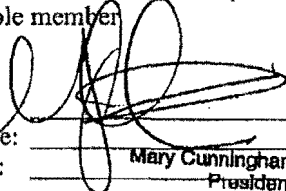
[Signature pages to follow]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed in multiple counterparts, each of which counterparts shall be considered an original executed copy of this Agreement.

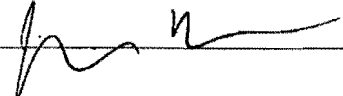
GRANTOR:

MHC ORANGE LAKE, L.L.C.,
a Delaware limited liability company

By: ELS Parking Entity, LLC,
a Delaware limited liability company,
its sole member

By: 
Name: _____
Title: Mary Cunningham-Watson
President

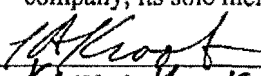
Witness: Eduardo Cantareso

Witness: 

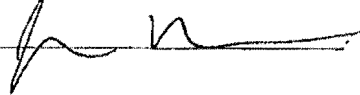
GRANTEE:

MHC OL UTILITY SERVICES, L.L.C.,
a Delaware limited liability company

By: Liquid Assets, L.L.C., a Delaware limited liability
company, its sole member

By: 
Name: Kenneth Kroot
Its: Senior VP - General Counsel

Witness: Eduardo Cantareso

Witness: 

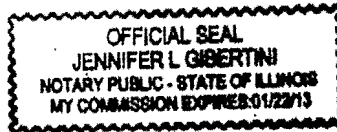
STATE OF ILLINOIS }
 } to-wit:
COUNTY OF COOK }

I, Jennifer Gibertini, Notary Public in and for the said jurisdiction, do hereby certify that on this 1st day of July, 2011, personally appeared Mary Cunningham-Watson, who is personally well known or satisfactorily proven to me to be the President of ELS Parking Entity, LLC, a Delaware limited liability company, who executed the foregoing and annexed Agreement bearing date of the 1st day of July, 2011, for the purposes therein contained, and further certified that he is duly authorized to make this acknowledgment on behalf of said limited liability company.

Witness my hand and official seal this 1st day of July, 2011.

Jennifer Gibertini
Notary Public

My Commission expires:
1-22-13



STATE OF ILLINOIS }
 } to-wit:
COUNTY OF COOK }

I, Sarah E Tybor, Notary Public in and for the said jurisdiction, do hereby certify that on this 29 day of June 2011, personally appeared Kenneth Krook, who is personally well known or satisfactorily proven to me to be the Senior VP - General Counsel of Liquid Assets, L.L.C., a Delaware limited liability company, the sole member of MHC OL UTILITY SERVICES, L.L.C., a Delaware limited liability company, party to and who executed the foregoing and annexed Agreement bearing date of the 15 day of July, 2011, for the purposes therein contained, and further certified that he is duly authorized to make this acknowledgment on behalf of said limited liability company.

Witness my hand and official seal this 29 day of June 2011.

Sarah E Tybor
Notary Public

My Commission expires:
October 22, 2013

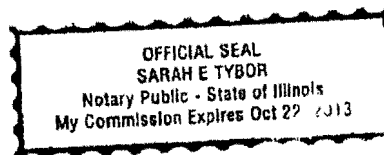


EXHIBIT A

Description of Easement Parcel

Exhibit A

Orange Lake, FL

The land referred to herein below is situated in the County of Lake, State of FL, and described as follows:

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST; LESS AND EXCEPT THE RIGHT OF WAY FOR STATE ROAD NO. 50. LYING AND BEING IN LAKE COUNTY, FLORIDA.

Common Address: 15840-32 State Road 50, Clermont, FL 34711

Tax Parcel No.: 27-22-26-0001-000-00200, 27-22-26-0001-000-00300

ATTACHMENT 5

[Orange Lake]

WATER AND WASTEWATER SERVICES AGREEMENT

THIS WATER AND WASTEWATER SERVICES AGREEMENT ("Agreement") is made and entered into as of July 1, 2011 by and between MHC Orange Lake, L.L.C., a Delaware limited liability company ("Owner"), and MHC OL Utility Systems, L.L.C., a Delaware limited liability company ("Provider")

RECITALS

A. Provider currently owns certain water and wastewater treatment, distribution and collection lines, meters, conduits, pipelines and other related facilities (all of the foregoing being referred to herein collectively as the "Facilities") that now serves or hereafter may serve certain property commonly known as Orange Lake, 15840-32 State Road 50, Clermont, FL (the "Community").

B. Owner is the owner of the Community.

C. In connection with the ongoing operation of a manufactured home community in the Community, Owner desires to acquire from Provider a long-term commitment to provide water and wastewater treatment services to the Community through the Facilities, and Provider is willing to make such a long-term commitment to provide water and wastewater treatment services through the Facilities for the benefit of the Community, upon the terms and conditions set forth in this Agreement and in accordance with all applicable statutes and regulations and tariffs governing the Facilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **WATER AND WASTEWATER SERVICES.** Subject to the terms and conditions of this Agreement and all applicable statutes and regulations and tariffs governing the Facilities, for the term of this Agreement, Provider agrees to provide water and wastewater treatment services (the "Services") for Owner and the individual residents of the Community through the Facilities.

2. **TERM.** The term of this Agreement shall begin on the date hereof and shall terminate on June 30, 2021, unless extended or sooner terminated as provided herein. Notwithstanding the above, Provider shall have the right to discontinue providing the Services to Owner or any individual resident of the Community but only upon the terms and conditions set forth in the applicable statutes, regulations and tariffs governing the Facilities.

3. **RATES AND CHARGES.** Provider shall separately charge Owner and each individual resident of the Community for the Services in accordance with the regulations then governing the Facilities. Provider reserves the right to increase the rates and charges for the Services but only in accordance with all applicable statutes and regulations governing the Facilities.

4. SERVICE AREA. The parties acknowledge that Provider may provide Services through the Facilities to other property near the Community in addition to the Community; provided that such act is permitted pursuant to applicable statutes, regulations and tariffs governing the Facilities.

5. LIMITATION OF LIABILITY. Provider shall not be liable to Owner or any individual resident within the Community for failure to furnish the Services to the Community in accordance with this Agreement if the failure results from: (i) acts of God; (ii) strikes, lockouts or other labor disputes; (iii) the making of repairs, alterations or improvements; (iv) inability to secure a proper supply of utilities, lab or of services after making reasonable efforts to obtain such; (v) any other cause beyond Provider's reasonable control (each of the items described in (i)-(v) above, a "Force Majeure Event"); (vi) lawful termination of this Agreement; (vii) Provider no longer being able to legally provide the Services; or (viii) the application of any statutes, regulations or tariffs governing the Facilities.

6. TERMINATION. This Agreement shall terminate upon expiration of the term specified in Paragraph 2 above, or earlier upon the mutual written agreement of the parties hereto. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may not be modified in any material way or earlier terminated (whether for default of Provider or otherwise) without the express written consent of the then holder of the first security interest or mortgage on the Community.

7. BENEFICIARIES. Notwithstanding anything herein to the contrary, this Agreement constitutes an agreement between Provider and Owner and their respective successors or assigns, and no other person or entity other than the holder of the first security interest or mortgage on the Community, including but not limited to any resident of the Community, shall be deemed to be a third-party beneficiary or have the right to claim any particular benefit or aggregation of benefits as a result of this Agreement.

8. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Massachusetts.

9. ASSIGNMENT. The obligations and rights granted under this Agreement shall bind and benefit any successor owners of the Facilities and the Community. Either party shall have the right, at any time, to assign this Agreement and transfer all duties and obligations associated with this Agreement to any purchaser of either the Facilities or the Community, as the case may be.

10. MAINTENANCE. Provider covenants to maintain the Facilities in good working order and condition and to promptly repair the Facilities so as to minimize any interruption of the services to the Community.

11. INDEMNIFICATION. Provider does hereby protect, defend, indemnify, and hold Owner and their affiliates and subsidiaries, and the respective officers, directors, shareholders, partners, members, agents and employees of each, free and harmless from and against all liability, loss, cost or expense, including without limitation reasonable attorneys' fees

and costs of litigation, asserted or claimed against or incurred by Owner in connection with the matters set forth herein.

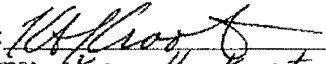
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

PROVIDER:

MHC OL UTILITY SYSTEMS, L.L.C., a Delaware limited liability company

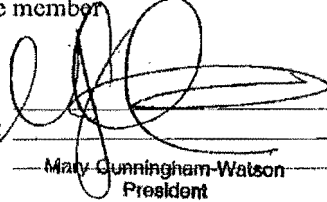
By: Liquid Assets, L.L.C., a Delaware limited liability company, its sole member

By: 
Name: Kenneth Kroot
Its: Senior VP - General Counsel

OWNER:

MHC ORANGE LAKE, L.L.C., a Delaware limited liability company

By: ELS Parking Entity, LLC, a Delaware limited liability company, its sole member

By: 
Name: _____
Title: Mary Cunningham-Watson
President

ATTACHMENT 6

CANCELS _____ REVISED SHEET NO. _____
_____ REVISED SHEET NO. _____

NAME OF COMPANY: MHC OL Utility Systems, L.L.C.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE -

<u>Meter Size</u>	<u>Base Facility Charges</u>
5/8" x 3/4"	\$ 10.46
3/4"	\$ 15.69
1"	\$ 26.15
1 1/2"	\$ 52.30
2"	\$ 83.68
3"	\$167.36
4"	\$261.50
6"	\$523.00

Gallage Charge Per
1,000 Gallons \$ 4.14

MINIMUM CHARGE - Base Facility Charge (Per Month)

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - _____

TYPE OF FILING - _____

Issuing Office

Utilities Director
Title

CANCELS _____ REVISED SHEET NO. _____
_____ REVISED SHEET NO. _____

NAME OF COMPANY: MHC OL Utility Systems, L.L.C.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charges</u>
5/8" x 3/4"	\$ 10.46
3/4"	\$ 15.69
1"	\$ 26.15
1 1/2"	\$ 52.30
2"	\$ 83.68
3"	\$167.36
4"	\$261.50
6"	\$523.00

Gallonage Charge

Per 1,000 Gallons, 0-10 kgal	\$ 4.05
Per 1,000 Gallons, 10+ kgal	\$ 6.07

MINIMUM CHARGE - Base Facility Charge (Per Month)

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - _____

TYPE OF FILING - _____

Issuing Office

Utilities Director
Title

CANCELS _____ REVISED SHEET NO. _____
_____ REVISED SHEET NO. _____

NAME OF COMPANY: MHC OL Utility Systems, L.L.C.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE -

<u>Meter Size</u>	<u>Base Facility Charges</u>
5/8" x 3/4"	\$ 17.89
3/4"	\$ 26.84
1"	\$ 44.73
1 1/2"	\$ 89.45
2"	\$143.12
3"	\$286.24
4"	\$447.25
6"	\$894.50

Gallage Charge Per
1,000 Gallons \$ 5.56

MINIMUM CHARGE - Base Facility Charge (Per Month)

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - _____

TYPE OF FILING - _____

Issuing Office

Utilities Director
Title

CANCELS _____ REVISED SHEET NO. _____
_____ REVISED SHEET NO. _____

NAME OF COMPANY: MHC OL Utility Systems, L.L.C.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE -

<u>Meter Size</u>	<u>Base Facility Charges</u>
5/8" x 3/4"	\$ 17.89
3/4"	\$ 26.84
1"	\$ 44.73
1 1/2"	\$ 89.45
2"	\$143.12
3"	\$286.24
4"	\$447.25
6"	\$894.50

Gallage Charge Per
1,000 Gallons \$ 4.63

MINIMUM CHARGE - Base Facility Charge (Per Month)

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - _____

TYPE OF FILING - _____

Issuing Office

Utilities Director
Title