

Holland & Knight

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D. Bruce May, Jr.
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May 1, 2013

Via Hand-Delivery

Ann Cole, Commission Clerk
Office of the Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

130128-WS

Re: *In re: Joint notice of transfer as a matter of right of certain water and wastewater facilities of Aqua Utilities Florida, Inc. in DeSoto County, Florida to DeSoto County, and request for cancellation of certificates*

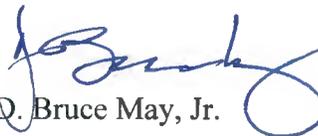
Dear Ms. Cole:

Enclosed for filing on behalf of Aqua Utilities Florida, Inc. are the original and five (5) copies of the above-referenced Notice of Transfer and Request for Cancellation of Certificates.

Please acknowledge receipt of this filing by stamping the extra copy of this letter "filed" and returning the copy to me. Thank you for your assistance.

Sincerely,

HOLLAND & KNIGHT LLP


D. Bruce May, Jr.

DBM:kjg
Enclosures

cc: Donald Conn, Esq.
Terry Rakocy
Kimberly A. Joyce, Esq.
Troy Rendell

COM	_____
AFD	_____ 1
APA	_____
ECO	_____ 1
ENG	_____ 2
GCL	_____ 1
IDM	_____
FEL	_____
CLK	_____

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13 APR 31 PM 12:33
COMMISSION
CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint notice of transfer as a matter of right of certain water and wastewater facilities of Aqua Utilities Florida, Inc. in DeSoto County, Florida to DeSoto County, and request for cancellation of certificates.

Docket No. 130128-WS

Filed: May 1, 2013

**NOTICE OF TRANSFER AS A MATTER OF RIGHT OF CERTAIN
AQUA UTILITIES FLORIDA, INC.'S WATER AND WASTEWATER FACILITIES
LOCATED IN DESOTO COUNTY, FLORIDA TO DESOTO COUNTY, AND
REQUEST FOR CANCELLATION OF CERTIFICATES**

Pursuant to Section 367.071(4), Florida Statutes, Aqua Utilities Florida, Inc. ("AUF") files this Notice of the transfer as a matter of right of certain water and wastewater facilities to DeSoto County, Florida, and requests expedited cancellation of certain certificates issued to AUF by the Commission.

1. The name and address of AUF and its authorized representative, for purposes of this Notice, are:

Terry Rakocy
Aqua Utilities Florida, Inc.
Post Office Box 2480
Lady Lake, Florida 32158-2480
(352) 674-2826 (Telephone)

Authorized Representative:
D. Bruce May, Jr.
Florida Bar No. 354473
Holland & Knight, LLP
Post Office Drawer 810
Tallahassee, Florida 32302-0810
(850) 224-7000 (Telephone)

2. The name and address of DeSoto County, Florida and its authorized representative, for purposes of this Notice, are:

DeSoto County, Florida
201 East Oak Street, Suite 201

02375 MAY-1 2013
FPSC-COMMISSION CLERK

Arcadia, Florida 34266
(863) 993-4800 (Telephone)

Authorized Representative:
Attn: Donald D. Conn, Esquire
2701 N. Rocky Point Drive
Suite 900
Tampa, Florida 33607
(863) 993-4800 (Telephone)

3. DeSoto County is a political subdivision of the State of Florida and is exempt from Commission jurisdiction as a governmental authority pursuant to Section 367.022(2), Florida Statutes. Section 367.071(4)(a), Florida Statutes, provides that the transfer of utility assets to a governmental authority like the County shall be approved as a matter of right.

4. Attached as Composite Appendix "1" is the Commission's application form for transfers of water and wastewater facilities to a governmental authority, which AUF and DeSoto County have completed. Composite Appendix "1" contains the information required to process a transfer to a governmental utility pursuant to Section 367.071(4), Florida Statutes, and Rule 25-30.037(4), Florida Administrative Code. Among other information, Composite Appendix "1" includes the Utility System Asset Acquisition Agreement signed among and between DeSoto County and AUF, and a list of AUF's water and wastewater certificates that are to be cancelled as a result of the transfer.

5. AUF and DeSoto County respectfully request expedited consideration of this Notice.

WHEREFORE, AUF request that the Commission issue a letter acknowledging the transfer as a matter of right to DeSoto County, and cancelling the certificates listed in Exhibits "A" and "B" to Composite Appendix "1".

Respectfully submitted,



D. Bruce May, Jr.
Florida Bar No. 354473
Holland & Knight, LLP
Post Office Drawer 810
Tallahassee, Florida 32302-0810
(850) 224-7000 (Telephone)
E-Mail: bruce.may@hklaw.com

Counsel for Aqua Utilities Florida, Inc.

COMPOSITE APPENDIX "1"

APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY
(Pursuant to Section 367.071(4)(a), Florida Statutes)

**TO: Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for the approval of the transfer of (all or part) of the facilities operated under Water Certificate No. See Exhibit "A" and/or Wastewater Certificate No. See Exhibit B located in See Exhibits "A" and "B" County, Florida, and submits the following:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of the seller (utility):

Aqua Utilities Florida, Inc.
Name of utility

(352) 674-2826
Phone No. Fax No.

PO Box 2480
Office street address

Lady Lake Florida 32158-2480
City State Zip Code

N/A
Mailing address if different from street address

Internet address if applicable

- B) The name, address and telephone number of a representative of the utility to contact concerning this application:

Terry Rakocy (815) 614-2031
Name Phone No.

PO Box 2480
Office street address.

Lady Lake Florida 32158-2480
City State Zip Code

- C) The name, address and telephone number of the governmental authority:

DeSoto County (863) 993-4800
Name Phone No. Fax No.

201 East Oak Street, Suite 201
Office street address

Arcadia Florida 34266
City State Zip Code

Mailing address if different from street address

Internet address if applicable

- D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

Donald D. Conn, Esquire
Name Phone No.

Pennington, P.A., 2701 N. Rocky Point Drive, Suite 900
Office street address

Tampa, FL 33607
City, State, Zip

PART II FINANCIAL INFORMATION

- A) Exhibit “C” - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.
- B) Exhibit “D” - A statement regarding the disposition of customer deposits and the accumulated interest thereon.
- C) Exhibit “E” - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- D) Exhibit “F” - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.
- E) Indicate the date on which the buyer proposes to take official action to acquire the utility:

 See Exhibit “ G” .

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.

IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.

PART III CERTIFICATION

A) TERRITORY DESCRIPTION

See Exhibits “H” and “I” An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section), if possible, or a metes and bounds description. Give the subdivision or project name. The description should NOT refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc). The object is to make the description as brief, but as accurate as possible.

B) TERRITORY MAPS

Exhibit – N/A - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1" = 200' or 1" = 400' on which the remaining territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

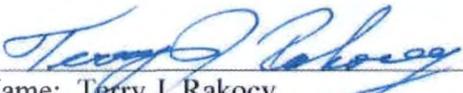
C) TARIFF SHEETS

See Exhibit "J". The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 11-12.) Sample tariff sheets are attached. (Pages 13-16.)

Part IV – AFFIDAVIT

AFFIDAVIT

I, Terry J. Rakocy, (applicant) do solemnly swear or affirm that the facts stated in the foregoing Application for Transfer to Governmental Authority (Section 367.071, Florida Statutes) and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

By: 
Name: Terry J. Rakocy
Title: Chief Operating Officer
Aqua Utilities Florida, Inc.

Sworn to and subscribed before me this 26th day of April, 2013 by Terry J. Rakocy, Chief Operating Officer who is personally known to me or produced identification _____ (type of identification produced).


Notary Public's Signature



Print, Type or Stamp Commissioned
Name of Notary Public

* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

Exhibits "A" and "B"

Water and Wastewater Certificates

TERRITORY AUTHORITY - WATER

<u>County</u>	<u>System Name</u>	<u>Cert.</u>	<u>Order Number</u>	<u>Date</u>	<u>Docket No.</u>	<u>Filing Type</u>
DeSoto / Charlotte	Lake Suzy	599-W	PSC-08-0443-FOF-WS	07/10/08	080311-WS	Name Change
DeSoto / Charlotte	Lake Suzy	599-W	PSC-07-0863-FOF-WS	10/29/07	041294-WS	Unwind Transfer
DeSoto / Charlotte	Lake Suzy	599-W	PSC-05-0313A-FOF-WS	05/20/05	041294-WS	Correction
DeSoto / Charlotte	Lake Suzy	599-W	PSC-05-0313-FOF-WS	03/21/05	041294-WS	Transfer Government
DeSoto / Charlotte	Lake Suzy	599-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
DeSoto / Charlotte	Lake Suzy	599-W	PSC-00-0575-PAA-WS	03/22/00	970657-WS	Original Certificate

TERRITORY AUTHORITY - WASTEWATER

DeSoto / Charlotte	Lake Suzy	514-S	PSC-08-0443-FOF-WS	07/10/08	080311-WS	Name Change
DeSoto / Charlotte	Lake Suzy	514-S	PSC-07-0863-FOF-WS	10/29/07	041294-WS	Unwind Transfer
DeSoto / Charlotte	Lake Suzy	514-S	PSC-05-0313A-FOF-WS	05/20/05	041294-WS	Correction
DeSoto / Charlotte	Lake Suzy	514-S	PSC-05-0313-FOF-WS	03/21/05	041294-WS	Transfer Government
DeSoto / Charlotte	Lake Suzy	514-S	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
DeSoto / Charlotte	Lake Suzy	514-S	PSC-00-0575-PAA-WS	03/22/00	970657-WS	Original Certificate

Richard Fox
Chief Operating Officer

Exhibit "C"

A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administration Code.

**UTILITY SYSTEM
ASSET ACQUISITION AGREEMENT**

By and Between

DESOTO COUNTY, FLORIDA,
AS BUYER

and

AQUA UTILITIES FLORIDA, INC.,
AS SELLER

Dated

April 9, 2013

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**UTILITY SYSTEM
ASSET ACQUISITION AGREEMENT**

THIS AGREEMENT, is made and entered into as of this 9th day of April, 2013, by and between DeSoto County, Florida, a political subdivision of the State of Florida (the "County"), and Aqua Utilities Florida, Inc., a Florida corporation (the "Seller").

WITNESSETH:

WHEREAS, Seller owns (1) potable water supply, treatment, storage and distribution systems and (2) wastewater collection, transmission, treatment, disposal and reuse systems that are the subject of this Agreement in DeSoto and Charlotte Counties, Florida; and

WHEREAS, the County held a public hearing on March 26, 2013, concerning the proposed purchase and sale of the water and wastewater utility assets owned by Seller that are the subject of this Agreement, and made a determination that such a purchase and sale of such assets is in the public interest; and

WHEREAS, the County, in determining if such a purchase and sale is in the public interest, considered, at a minimum, all of the factors required by law; and

WHEREAS, Seller has consented to sell its assets to the County.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, the adequacy of which is agreed to and acknowledged by the parties, the parties to this Agreement do undertake, promise and agree for themselves, and their permitted successors and assigns as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined herein unless the context requires otherwise:

"Agreement" means this Utility System Asset Acquisition Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Appendices" means **Appendices A** through **R** attached to and made a part of this Agreement.

"Board" means the Board of County Commissioners of DeSoto County, Florida.

"Closing" has the meaning set forth in Section 5.01 of this Agreement.

"Closing Date" has the meaning set forth in Section 5.01 of this Agreement.

"Connection Charges" has the meaning set forth in Section 5.05(A) of this Agreement.

"Deductible" has the meaning set forth in Section 6.07 of this Agreement.

"Easements" means all rights, privileges, easements, licenses, prescriptive rights, rights-of-ways, and rights to use public and private roads, highways, streets, railroads and other areas owned or used by Seller in connection with the construction, reconstruction, installation, expansion, maintenance and operation of the Utility System or the Purchased Assets.

"Effective Time" means 12:01 a.m. (Eastern) on the Closing Date.

"Environmental Law" includes all federal, state and local environmental laws and regulations, including, without limitation: (1) the United States Clean Water Act (also known as the United States Federal Water Pollution Control Act), 33 U.S.C. §§ 1251 et seq.; (2) the United States Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (3) the United States

Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; (4) the United States Superfund Amendment and Reauthorization Act of 1986, Public Law 99-499, 100 Stat., 1613; (5) the United States Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (6) the United States Safe Drinking Water Act, 42 U.S.C. § 300j-8; (7) Chapter 403 Florida Statutes; and (8) regulations related thereto. Any reference to legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments or notices issued thereunder.

"Environmental Site Assessment" or "ESA" has the meaning set forth in Section 4.03(A) of this Agreement.

"Excluded Assets" means those assets, properties and rights, both tangible and intangible, real and personal, of Seller described in Section 3.02(C) and **Appendix O** hereto which shall not be sold, conveyed, or transferred to the County pursuant to this Agreement.

"Knowledge" means, with respect to an individual who is a natural being, the actual knowledge or awareness of a particular fact or other matter, or facts or matters a prudent person could be expected to discover or otherwise be aware thereof in the ordinary course of conducting his business.

"Material" or "Materiality" means a level of significance that would have affected any decision of a reasonable person in that person's position regarding whether to enter into this Agreement or would affect any decision of a reasonable person in that person's position regarding whether to consummate the transaction contemplated by this Agreement.

"Permitted Exceptions" means those title exceptions described in **Appendix P** hereto.

"Purchase Price" has the meaning set forth in Section 3.03 of this Agreement.

"Purchased Assets" has the meaning set forth in Section 3.02(A) of this Agreement.

"Seller" has the meaning set forth in the introductory paragraph of this Agreement.

"Tax" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereof imposed, assessed or collected by or under the authority of any governmental body or payable under any tax-sharing agreement or any other contract.

"Utility System" means all (1) potable water supply, treatment, storage, and distribution systems and (2) wastewater collection, transmission, treatment, disposal and reuse systems located in Lake Suzy, Florida and owned by Seller.

SECTION 1.02. CONSTRUCTION AND INTERPRETATION.

(A) Words that indicate a singular number shall include the plural in each case and vice versa, and words that import a person shall include legal entities, firms and corporations.

(B) The terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 1.03. INCORPORATION. The Appendices hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Articles, Sections, or Appendices in this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

SECTION 1.05. REPRESENTATION BY COUNSEL; CONSTRUCTION. Each party acknowledges and represents to the other that it has been represented by legal counsel in connection with the preparation and execution of this Agreement and related documents, and each party, therefore, acknowledges and agrees that any rule of construction or interpretation of language against the drafting party shall not be applicable to this Agreement or any related document.

ARTICLE II

REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF THE COUNTY. The County makes the following representations, which representations shall survive the Closing for a period of twelve (12) months.

(A) The County is duly organized and validly existing as a subdivision of the State of Florida.

(B) The County has full power and authority to enter into the transactions contemplated by this Agreement.

(C) The County has fulfilled and complied with the provisions of section 125.3401, Florida Statutes, relative to the purchase of the Utility System by a governmental agency.

(D) The County is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement. The execution, delivery and performance of this Agreement and the consummation by the County of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the County. Assuming the due authorization, execution and delivery by Seller, this Agreement constitutes a valid and legally binding obligation of the County, enforceable against the County in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion of a court of competent jurisdiction in accordance with general principles of equity.

(E) The authorization, execution, performance and delivery of this Agreement and the consummation by the County of the transactions contemplated by this Agreement will not conflict with, violate or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order, or any provision of the Constitution or the laws of the State of Florida relating to the County or its affairs, or any ordinance, resolution, agreement, lease or other instrument to which the County is subject or by which it is bound.

(F) There is no action, suit, investigation or proceeding pending or, to the County's knowledge, threatened against or affecting the County, at law or in equity or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or which in any way would adversely affect the validity of this

Agreement or any other agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement.

(G) The County has not dealt with any broker, salesman or finder in connection with the transactions contemplated by this Agreement and no sales commissions or finder's fees are due or payable as a result hereof.

(H) The County has conducted its own independent investigation, review and analysis of the Utility System and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purpose. The County acknowledges and agrees that: (i) in making its decision to enter into this Agreement and to consummate the transactions contemplated by this Agreement, the County has relied upon its own investigation, the information contained in the Appendices to this Agreement, customer lists supplied by Seller, and the express representations of warranties of Seller set forth in Section 2.02 of this Agreement (including the related portions of the Appendices hereto); and (ii) neither Seller nor any other person has made any representation or warranty as to Seller or the Purchased Assets, except as expressly set forth in Section 2.02 of this Agreement (including the related portions of the Appendices hereto).

SECTION 2.02. REPRESENTATIONS OF SELLER. Seller makes the following representations and warranties, which representations and warranties shall survive the Closing for a period of twelve (12) months, except for those set forth in Sections 2.02(F)(1) and (2) which shall survive the Closing for a period of twenty-four (24) months.

(A) Seller is duly organized, validly existing and in good standing in the State of Florida and authorized to do business in such jurisdiction, and has all requisite corporate power and authority to enter into the transactions contemplated by this Agreement.

(B) The execution, delivery and performance of this Agreement and the consummation by Seller of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Seller. Assuming the due authorization, execution and delivery by the County, this Agreement will be valid and enforceable against Seller in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion of a court of competent jurisdiction in accordance with the general principles of equity.

(C) Except as disclosed in **Appendix F**, there are no current actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against Seller before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility System or the Purchased Assets or Seller's right and ability to make and perform this Agreement; nor is Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Seller is not materially in default with respect to any permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility System or any of the Purchased Assets. Seller agrees and covenants that it shall have a continuing duty to disclose to the County up to and including the Closing the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the construction, operation or maintenance of the Utility System.

(D) Seller has not dealt with any broker, salesman or finder in connection with the transactions contemplated by this Agreement and no sales commissions or finder's fees are due or payable as a result hereof.

(E) Seller is the sole owner of the Utility System and the Purchased Assets.

(F) Seller has delivered to the County the Appendices, subject to any qualifications stated in the Appendices.

(1) **Appendix A** is a schedule providing a complete legal description or recording references for the real property owned by Seller to be conveyed to the County, if any.

(2) **Appendix B** is a schedule identifying in reasonable detail all Easements with respect to the Utility System or Purchased Assets, to Seller's knowledge at the time of execution of this Agreement; provided that, the Appendix shall not include public rights-of-ways, platted easements and general rights to use public roads, highways, and streets.

(3) **Appendix C** contains a list of the material water and wastewater assets of Seller comprising the Utility System together with the locations of such assets and identifying the places at which plans and specifications can be examined which substantially describe the Purchased Assets.

(4) **Appendix D** is a schedule of material construction work in progress and third party warranties currently in effect that relate to completed or in-progress construction, including manufacturer's warranties, with respect to the Utility System or Purchased Assets.

(5) **Appendix E** is a schedule of all current or active federal and Florida Department of Environmental Protection and Water Management District permits, applications or other documents, together with effective dates and any expiration dates, which authorize the

operation of the Utility System by all such applicable governmental authorities and which schedule designates which, if any, of these permits or other documents are not transferable.

(6) **Appendix F** is a schedule of litigation and material regulatory non-compliance issues affecting the Utility System or Purchased Assets, which issues are known to Seller and which may include notices of violation, inspection or enforcement actions and specifically identifying the non-compliance issues identified by the regulatory authority.

(7) **Appendix G** is an inventory of the material equipment, tools, parts, laboratory equipment, computer equipment, meters, meter reading equipment and related software and other personal property, other than the Excluded Assets, used by Seller in connection with the operation of the Utility System.

(8) **Appendix H** is a schedule of all operating and vendor contracts affecting the Utility System, to be assumed by the County.

(9) **Appendix I** is a schedule of all reuse or effluent disposal agreements entered into by Seller for sale or reuse of effluent delivered through the Utility System.

(10) **Appendix J** is a schedule of all executory purchased water and purchased wastewater service agreements entered into by Seller in connection with the Utility System.

(11) **Appendix K** is a schedule which sets forth all executory developer or service agreements under which Seller has any continuing or outstanding water or wastewater service obligations relating to the Utility System as of the date of Closing, and the total number of (a) contractual connections; (b) contractual connections paid for and not yet connected; (c) contractual connections not yet paid for and not yet connected; and (d) any contractual connections for which Seller has or expects to begin collecting a periodic minimum or base charge prior to the Closing.

(12) **Appendix L** is a schedule of all other agreements entered into between Seller and third parties which would reasonably be considered to be an encumbrance upon the Purchased Assets, including, without limitation, any leasehold agreements or oral agreements, if any. Any such agreements that have not been reduced to writing are identified on said schedule with a narrative of the terms thereof included therein.

(13) **Appendix M** is a schedule of the current tariff setting for the Utility System which sets forth the most current schedule of rates, fees and charges that Seller is authorized to impose.

(14) **Appendix N** is a schedule of notices received by Seller regarding environmental compliance with respect to the Utility System.

(15) **Appendix O** is a schedule of excluded assets.

(16) **Appendix P** is the list of Permitted Exceptions.

(17) **Appendix Q** is the form of documents for Closing.

(H) Seller shall, prior to the Closing, secure all required consents from third parties necessary to comply with the terms of any of the agreements to be assumed by the County or that are necessary for the County's ownership, operation and use of the Utility System and the Purchased Assets.

(I) To its knowledge, Seller is not in violation of any governmental law, rule, regulation, permitting condition, or other governmental requirement of any type or nature which violation would have a material adverse effect on the Utility System or the Purchased Assets.

(J) To the knowledge of Seller, (1) there are no hazardous substances (as that term is defined in the Environmental Laws), located upon or beneath the Easements and Land Lease to be conveyed to the County at concentrations that could reasonably be expected to result in the

owner or operator of the real property being required to remediate such hazardous substances under Environmental Laws, and (2) except as set forth in **Appendix N**, Seller is in material compliance with all applicable Environmental Laws. Except as set forth in **Appendix N**, Seller has not received any written notice from any governmental authority finding material non-compliance with applicable Environmental Laws since January 1, 2007.

(K) The management, officers and directors of Seller have no knowledge of material facts adversely affecting the physical condition of the Utility System or the Purchased Assets which are not readily observable or which have not been disclosed or provided by Seller to the County in connection with this transaction or otherwise.

ARTICLE III

PURCHASE AND SALE OF ASSETS

SECTION 3.01. PURCHASE AND SALE COVENANT. At the Closing, the County shall purchase and Seller shall sell and convey the Purchased Assets to the County upon the terms and subject to the conditions set forth in this Agreement. At the Closing, the County shall assume responsibility for the performance and satisfaction of Seller's obligations in accordance with Assignment and Assumption Agreements and other documents substantially in the form attached hereto as **Appendix Q**.

SECTION 3.02. PURCHASED ASSETS.

(A) The assets of Seller to be purchased by the County hereunder (the "Purchased Assets") shall consist of those assets, business properties, and rights (both tangible and intangible) that Seller owns or possesses in the Utility System at the Closing, including the following:

- (1) All fee simple real property, if any, as described in **Appendix A** hereof;
- (2) All Easements described in **Appendix B** and Land Lease described in **Appendix L** and any others that Seller owns or possesses that are necessary for the use of the Purchased Assets;
- (3) All water and wastewater treatment plants, including reuse and reclaimed water wells, water supplies, wells, collection, transmission, and distribution system piping, pumping, and effluent and disposal facilities of every kind and description whatsoever including, without limitation, all trade fixtures, leasehold improvements, lift stations, pumps, generators, controls, tanks, distribution, collection or transmission pipes or facilities, valves, service connections, and all other physical facilities, appurtenances and property installations used in the operation of the Utility System described in **Appendix C**, together with an assignment of all existing and assignable third party warranties and ownership documents that relate to completed or in progress construction as more particularly described in **Appendix D**;
- (4) All equipment and other personal property, including, but not limited to, customer meters, meter reading devices and associated software, as more particularly described in **Appendix G** to this Agreement;
- (5) All as-built surveys and water and wastewater plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, computer studies, non-corporate accounting, and non-corporate business records and all other non-corporate information, in each case, controlled by or in the possession of Seller that relate to the description and operation of the Utility System, inclusive of all pertinent computer records;

(6) To the extent that they may be transferred, all necessary regulatory approvals subject to all conditions, limitations or restrictions contained therein; all existing permits and other governmental authorizations and approvals of any kind necessary to construct, operate, expand, and maintain the Utility System according to all governmental requirements, as more specifically described in **Appendix E** to this Agreement;

(7) The following records in paper and electronic form, as available: (i) all information required to be maintained related to the Purchased Assets; (ii) all information provided through the due diligence process; (iii) engineering project files; (iv) electronic map files; (v) plans for engineering projects; (vi) environmental files; (vii) developer files; (viii) daily operations logs; (ix) operations files; (x) any consents or administrative orders; (xi) service and warranty records; (xii) equipment logs, operating guides, and manuals; (xiii) database of customer accounts and customer records; (xiv) updated fixed asset list; and (xv) copy of the general ledger; and (xvi) any other records related to the operation of the Utility System; and

(8) All claims of Seller against third parties, whether choate or inchoate, known or unknown, contingent or non-contingent, relating to (a) the Purchased Assets and (b) a tacking of time periods for any prescriptive easement or adverse possession claim.

(B) The Purchased Assets shall be conveyed by Seller to the County free and clear of all liens or encumbrances, subject to the Permitted Exceptions.

(C) The Purchased Assets do not and shall not include the Excluded Assets as set forth in **Appendix O** to this Agreement.

(D) Within sixty (60) days after the Closing, Seller shall remove all Excluded Assets from the Utility System. Such removal shall be done in such manner as to avoid (1) any damage to the Utility System and other properties to be occupied by the County, and (2) any disruption

to the operation of the Utility System after the Closing. Any damage to the Utility System resulting from such removal shall be paid, as soon as reasonably practicable, by Seller. Should Seller fail to remove the Excluded Assets within such sixty (60) day period, the County shall have the right, but not the obligation, (1) to remove the Excluded Assets at Seller's sole cost and expense; (2) to store the Excluded Assets and to charge Seller all storage costs associated therewith; or (3) to exercise any other right or remedy conferred by this Agreement. Seller shall, within thirty (30) days, reimburse the County for all costs and expenses incurred by the County in connection with any Excluded Assets not removed from the Utility System by Seller within the timeframe provided above.

(E) The County does not assume any debts, liabilities, obligations, or other financial or service obligations of Seller, except as may be expressly provided hereunder. The County does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, tort, or pursuant to statute, rule, ordinance, law, regulation or otherwise, arising or accruing before the Closing Date, regardless of when the claim is made. Seller shall remain liable for and shall pay, perform or discharge all such liabilities and obligations; provided Seller is not hereby limited in its right to contest in good faith any such liabilities or obligations. The County does not assume, and is not liable for, any litigation pending at Closing involving Seller or the Purchased Assets.

SECTION 3.03. PURCHASE PRICE. The aggregate purchase price shall be One Hundred Fifty Thousand Dollars (\$150,000.00) ("Purchase Price"), subject to the terms provided herein. The Purchase Price shall be payable by the County to Seller in the form of a Promissory

Note, substantially in the form of **Appendix R** hereto. Such Promissory Note shall be secured by a security interest in the Purchased Assets, and shall be payable in two (2) equal installments as follows: (a) the first installment in the amount of Seventy-Five Thousand Dollars (\$75,000) shall be payable by the County to Seller on or before the first anniversary of the Closing Date, and (b) the second and final installment in the amount of Seventy-Five Thousand Dollars (\$75,000) shall be payable by the County to Seller on or before the second anniversary of the Closing Date. The Promissory Note shall not accrue interest, and shall permit prepayment, in whole or in part, by the County to Seller at any time, without penalty.

ARTICLE IV

CONDITIONS PRECEDENT TO CLOSING

SECTION 4.01. PROVISION OF INFORMATION BY SELLER.

(A) Seller gathered, and delivered to the County on or before March 15, 2013, the information described and to be encompassed by **Appendices A through Q** hereof, which are more particularly described in Section 2.02 hereof.

(B) Seller has made any plans or specifications for the Utility System and other information related to the operation of the Utility System available to the County, or its representatives, for inspection on or before March 15, 2013.

SECTION 4.02. FINANCIAL DUE DILIGENCE. The County has had the opportunity to examine the billing analysis made available by Seller to the County on or before the Closing, and to cause to be prepared at its expense a due diligence investigation of the revenues of the Utility System by a County rate consultant or fiscal agent selected by it. The

County has relied upon its own financial due diligence investigation in entering into this Agreement.

SECTION 4.03. ENVIRONMENTAL ASSESSMENT.

(A) Seller and the County agree that the County may direct and authorize, at the County's cost, a "Phase I" Environmental Site Assessment of any or all of the Easements described in Appendix B and Land Lease described in Appendix L. The Environmental Site Assessment shall be in general accordance with the scope and limitations of the American Society for Testing and Materials Designation: E 1527-97 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment ("ESA") Process). Prior to conducting any environmental assessment other than a Phase I ESA, the County shall notify Seller in writing of its desire to conduct additional environmental assessments or testing. Only if the County receives prior written approval from Seller shall it be permitted to conduct any additional testing or assessment other than a Phase I ESA. Prior to performing any Phase II or additional ESA, the County shall provide a scope of work to Seller, and Seller shall have the right to review and approve such scope of work, prior to any intrusive sampling. In the event the Phase II or additional ESA performed for the County identifies the presence of hazardous substances (as that term is defined in the Environmental Laws) in the soil or groundwater at levels required to be remediated under applicable Environmental Laws, the County shall provide the ESA report to Seller. Seller shall obtain the opinion of a qualified expert regarding an estimated cost to remediate such hazardous substances identified in the soil or groundwater as required by applicable Environmental Laws. Seller shall be responsible for such remediation, at its expense; provided that, if the cost estimated for any remediation as set forth in this Section 4.03(A) exceeds \$150,000, either party shall have the option of: (1) waiving this condition

precedent to the Closing, or (2) terminating this Agreement, thereupon the County and Seller shall have no liability and no further obligations to each other under this Agreement. The provisions in this Section 4.03 shall not be subject to the Deductible or the Cap set forth in Section 6.07.

(B) All ESAs are expected to be completed and delivered to the County and Seller prior to the Closing.

SECTION 4.04. SURVEY. Seller has provided the County, on or before March 15, 2013, with all existing surveys of the Easements to be conveyed to the County. The County shall have the option to order new or updated surveys of any or all Easements being insured by the title insurance policies hereunder. Such new surveys shall be at the County's expense. Any such surveys shall (A) be received prior to the Closing and updated thereafter as required by the title insurer; (B) be satisfactory and sufficient for the title insurer to delete the standard exceptions of title insurance coverage concerning encroachments, overlays, boundary line disputes or any other adverse matter which would be disclosed by an accurate survey; (C) be certified as of the current date to the County, Seller, the title insurer or any other parties requested by the County; and (D) show the location of all improvements and easements. Material adverse matters (i.e., matters that materially interfere with the present use of the Easements) disclosed by such surveys and disclosed to Seller may be resolved by Seller in its sole and absolute discretion so that such matters may be removed as an exclusion to coverage on the title insurance commitment, at Seller's expense, prior to the issuance of any policy after the Closing. Nothing shall obligate Seller to expend any monies to resolve such survey matters. If Seller is unable or unwilling to resolve such material adverse matters prior to the Closing, the County shall have the option of: (1) waiving this condition precedent to the Closing or (2) terminating this Agreement, thereupon

the County and Seller shall have no liability and no further obligations to each other under this Agreement.

SECTION 4.05. TITLE VERIFICATION.

(A) The County may obtain, and deliver copies to Seller of title insurance commitments for the Easements to be conveyed hereunder as set forth in **Appendix B** for an ALTA form owner's title insurance policy from the Title Agent (the "Title Policy"). Subject to subsection (D) of this Section 4.05, any encumbrances or defects in title must be removed from any title insurance commitment prior to the Closing and the subsequent Title Policy issued free and clear of encumbrances, title defects, materialman's liens or other adverse matters, created or potentially created by Seller, with the exception of: (1) taxes for the current year which are not yet due and payable, and (2) the Permitted Exceptions.

(B) The estate or interests to be insured by the Title Insurance Policy shall consist of all Easements identified in **Appendix B**.

(C) At the Closing, or upon issuance of any Title Insurance Policy after the Closing, the owner's title insurance policy shall show marketable title to the insured estate or interests vested in the County. All charges and costs for the issuance of the owner's title insurance commitments and policy(ies) shall be paid by the County.

(D) Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. If the title commitment reflects title exceptions other than the Permitted Exceptions, the County shall thereafter within ten (10) days, notify Seller in writing specifying the defects. Seller shall have no more than thirty (30) days from receipt of notice within which (1) to remove the defects, (2) to provide notice that it intends to remove the defects, or (3) to provide notice that it disputes the defects. Seller shall

have one hundred eighty (180) days after receipt of the County's notice to eliminate the defects, which timeframe may extend beyond Closing. Seller may, at its option, eliminate such defects in a variety of ways including, without limitation: (1) purchasing all or a portion of the property interest in question; (2) providing an alternate property reasonably acceptable to the County; (3) commencing an eminent domain proceeding or other legal proceeding to acquire or clear title; or, (4) if the County agrees, reimbursing the County for its expenses in acquiring title to the property in an eminent domain proceeding. If Seller or the County commences a legal proceeding to acquire or clear title, the time period to cure defects shall extend until a final determination is made in such proceeding or appeal thereof; provided Seller shall use its commercially reasonable efforts to prosecute diligently to completion any such proceeding. In the event Seller fails to cure any title defect as provided herein, the County may require substitute property, or payment by Seller of an amount equal to the fair market value of the property, or portion thereof, taking into account any planned closure of existing utility plants or related facilities located thereon.

(E) At its election, the County may search the records of the Secretary of State for uniform commercial code financing statements evidencing a secured interest in the Purchased Assets. Such search shall be at the County's expense. Any secured interests in the Purchased Assets other than Permitted Exceptions must be identified by the County to Seller prior to the Closing and must be paid off, released or terminated at Seller's expense provided that, the County's failure to identify shall not relieve Seller of its obligation hereunder to convey the Purchased Assets free and clear of all liens or encumbrances, subject to the Permitted Exceptions.

SECTION 4.06. TRANSFER OF PERMITS. Prior to or at Closing, Seller shall commence all requisite action to notify, apply for and seek the transfer of the permits and

governmental approvals described in **Appendix E** hereof, including, but not limited to, the procedures referenced in Rule 62-4.120, Florida Administrative Code (1990), 40 C.F.R. § 122.63(d) (1998) and 47 C.F.R. § 73 (1998) and shall use all reasonable efforts to obtain the transfer of such permits. The County shall timely cooperate and provide all reasonably necessary assistance in this endeavor, including, but not limited to, execution at the Closing of the permit transfer applications prepared by Seller. Upon the Closing, the County shall assume all obligations under the permits and governmental approvals necessary for the continued operation of the Utility System. The County and Seller acknowledge that the transfer of permits cannot be effectuated until after the Closing of the transactions contemplated by this Agreement, and as such shall constitute a post-Closing obligation of the parties until completed. All charges and costs for the transfer of permits shall be paid by Seller.

SECTION 4.06. DEADLINE TO CLOSE AND DISBURSE. Notwithstanding any other provision in this Agreement, if the Closing and disbursement to Seller of the Purchase Price, subject to the terms, adjustments and prorations provided herein, do not occur on or before May 1, 2013, then Seller or the County shall have the option of: (1) waiving this deadline or (2) terminating this Agreement, thereupon the County and Seller shall have no liability and no further obligations to each other under this Agreement.

ARTICLE V

CLOSING PROCEDURES

SECTION 5.01. CLOSING DATE AND PLACE. The asset closing (the "Closing") shall be held at the DeSoto County Administration Building, 201 East Oak Street, Arcadia, Florida 34266, on or before April 24, 2013, or at such later date as mutually agreed among the parties (the "Closing Date").

SECTION 5.02. DOCUMENTS FOR THE CLOSING.

(A) At the Closing, Seller shall furnish a certificate reaffirming Seller's representations and warranties as set forth in this Agreement up to the Closing Date.

(B) At the Closing, the County shall furnish the closing statement, a certificate reaffirming the County's representations and warranties as set forth in this Agreement up to the Closing Date, and the Promissory Note in the form provided in **Appendix R**.

(C) From time to time after the Closing, each party hereto shall, upon request of the other, execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers or other documentation for (1) confirming or correcting title in the name of the County or perfecting possession by the County of any or all of the Purchased Assets in existence or use at the time of the Closing, including the establishment of Easements of record, without resort to litigation, expenditure of monies or other extraordinary means, provided that Seller's obligations pursuant to this Section 5.02(C) shall be subject to Section 6.07 or (2) otherwise fulfilling the obligations of the parties hereunder.

SECTION 5.03. PROPERTY TAXES. Seller shall be required to escrow through the Title Agent for payment to the Tax Collectors of DeSoto and Charlotte Counties an amount equal to the current ad valorem taxes and assessments due (real and personal), prorated through the Closing Date in accordance with section 196.295, Florida Statutes. The County shall cooperate with Seller in its effort to recover any taxes paid in excess of that due through the Closing Date. However, in no event shall the County be responsible for any ad valorem taxes or assessments (real or personal) for the current year, which are not cancelled after the Closing Date.

SECTION 5.04. ACCOUNTS RECEIVABLE; CUSTOMER DEPOSITS.

Seller hereby agrees to cooperate with the County to ensure an orderly transition of all of its customers with respect to billing and customer service activities including, but not limited to, working with the County on a compatible format for transfer of customer data. The parties agree that the County will be entitled to all customer billings with respect to water and wastewater collection and treatment services for the period on or after the Closing Date, and Seller will be entitled to all such billings prior to the Closing Date, such billings being considered an Excluded Asset under this Agreement. After the Closing, any payments received by the County or Seller with respect to utility services provided utilizing the Purchased Assets shall belong to the County or Seller as provided above. If such payment or the documentation relating thereto does not indicate whether such payment is for the period prior to or after Closing, the County and Seller shall jointly determine whether the payment belongs to the County or Seller. If either the County or Seller receives a payment which under the terms of this Agreement properly belongs to the other, the party in receipt of such payment shall hold such payment in trust for the other party and shall turn the payment over to the other party upon receipt thereof without any right of setoff. At Closing, the County shall assume the liability for customer deposits and Seller shall, by electronic funds transfer, transfer all customer deposits and accrued interest thereon through Closing to the County. Seller shall provide, by customer account, a reconciliation of accrued interest up to the Closing Date.

SECTION 5.05. CONNECTION CHARGES.

(A) Sums collected by Seller in the ordinary course of business for connection charges, including capacity, deferred standby fees or service availability charges of any type (collectively referred to herein as "Connection Charges") up to the Closing Date shall remain

Seller's sole and separate property with no claim of the County therefore to the extent that such connections are physically connected to the Utility System prior to the Closing. To the extent such connections are not physically connected to the Utility System prior to the Closing, then Seller shall transfer the Connection Charges for such connections to the County at the Closing.

(B) All sums collected from and after the Closing Date relative to the use of, or connection to, the Utility System shall be paid to the County, with no claim of Seller therefor.

SECTION 5.06. PROFESSIONAL FEES; COSTS. Each party shall be responsible for securing its own counsel for representation in connection with the negotiation of this Agreement, and all other matters associated with performance, termination or the Closing hereunder; unless otherwise specified herein, and each party shall be responsible for the payment of the fees of its own attorneys, bankers, engineers, accountants, and other professional advisors or consultants in connection therewith.

SECTION 5.07. RISK OF LOSS. At all times prior to and through the Effective Time, Seller shall maintain adequate fire and extended insurance coverage for the cost of any repairs to the Purchased Assets that may be required by casualty damage. The risk of loss during the said period of time shall fall upon Seller. The risk of loss shall pass to the County at the Effective Time.

SECTION 5.08. PROCEEDS OF SALE; CLOSING PROCEDURE. The County shall pay all fees necessary for transfer, filing or recording of, and Seller shall deliver to the County, as a condition precedent to Closing, no less than two (2) days prior to the Closing unless waived by the County, the following documents to fully implement and accomplish the transfer of the Purchased Assets to the County; these documents shall be in final form but

unexecuted, together with any exhibits or appendices thereto in the form attached as **Appendix Q** to the Agreement:

- (1) Assignment of Easements for the easements set forth in **Appendix B**;
- (2) Transfer, Assignment and Assumption Agreement covering all contracts, agreements, permits and approvals and other interests in the Purchased Assets as set forth in **Appendices C, D, E, F, G, H, I, J, K and L**;
- (3) Bill of Sale and other documents of assignment and transfer, with full warranties of title, to all Purchased Assets; and
- (4) Any affidavits, certificates, estoppel certificates, corrective instruments, releases, satisfactions or terminations necessary to close.

ARTICLE VI

GENERAL PROVISIONS

SECTION 6.01. RIGHT TO ENTER. Prior to the Closing, the County shall have the right, at any reasonable time during normal business hours with twenty four (24) hours prior notice to Seller, to enter upon the Easements described in Appendix B and Land Lease described in Appendix L to inspect the Utility System, the Purchased Assets and Seller's personnel records, in order to familiarize itself with day-to-day operations, to review the operational practices of Seller, and to ensure compliance with any and all federal and state regulatory requirements; provided, however, that such access shall not be had or done in any such manner so as to unreasonably interfere with the normal conduct of the Utility System and the Purchased Assets.

SECTION 6.02. CONDUCT BETWEEN EXECUTION AND CLOSING. After the date of execution of this Agreement until the Closing, Seller shall:

(A) Continue to provide water and wastewater treatment to its current customers in the ordinary and usual manner;

(B) Comply with all legal requirements, contractual obligations and maintain the Utility System in the ordinary course of business, consistent with prior practice;

(C) Not, except in the ordinary course of business or as required by law, dispose of any of the Purchased Assets or enter into or modify any (i) effluent reuse or disposal agreement, (ii) developer, water or wastewater service agreement, or (iii) construction or third party vendor agreement affecting the Utility System, without the prior written consent of the County, which consent shall not be unreasonably withheld and which shall be acted upon promptly by the County;

(D) Confer with the County prior to implementing operational decisions of a material nature which are not in the ordinary course of business or which may constitute an obligation or liability of the County following Closing;

(E) Maintain all books and records relating to the Utility System in the ordinary course of business; and

(F) Make a good faith effort to provide to the County copies of all Easements of Seller.

Notwithstanding the foregoing, Seller shall have the right until the Closing, and in its sole and absolute discretion, to settle any or all disputes provided such settlement does not modify Utility System rates, fees, charges or revenue or materially modify the Purchased Assets,

provided that Seller provides written notice of any such settlement or modification to the County prior to Closing.

SECTION 6.03. APPLICABLE LAW; JURISDICTION AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree that venue for any litigation arising under this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit of the State of Florida.

SECTION 6.04. NOTICE.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, or by courier service, charges prepaid, to the parties at the following addresses:

To the County:

County Administrator
201 East Oak Street, Suite 200
Arcadia, Florida 34266
Attention: C. Guy Maxcy
Email: g.maxcy@desotobocc.com

with copies to:

Office of the DeSoto
County Attorney
201 East Oak Street, Suite 200
Arcadia, Florida 34266
Attention: Donald D. Conn
Email: d.conn@desotobocc.com

and

DeSoto County Utilities Department
2170 NE Road Street
Arcadia, FL 34266
Attention: Eddie Miller
Email: e.miller@desotobocc.com

and

Donald D. Conn, Esquire
Pennington, P.A.

2701 North Rocky Point Drive, Suite 900
Tampa, FL 33607
Email: dconn@penningtonlaw.com

To Seller:

Aqua Utilities Florida, Inc.
762 West Lancaster Avenue
Bryn Mawr, Pennsylvania 19010
Attention: Christopher P. Luning, Esquire
Email: Cpluning@aquaamerica.com

with a copy to:

Fox Rothschild LLP
2000 Market Street, 20th Floor
Philadelphia, Pennsylvania 19103
Attention: Peter J. Tucci, Esquire
Email: ptucci@foxrothschild.com

(B) Any written notice given to one person in subsection (A) of this Section 6.04 shall also be copied and provided to all other persons identified in subsection (A) of this Section 6.04.

(C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand, by electronic correspondence or by facsimile transmission or five (5) days after the date mailed.

SECTION 6.05. ASSIGNMENT AND JOINDER. Neither Seller nor the County shall have the power or authority to assign this Agreement or any of their rights, duties or obligations hereunder to a third party, without the prior written consent of the other party. This Agreement shall be construed as solely for the benefit of the County and Seller, and their successors by law, and no claim or cause of action shall accrue to or for the benefit of any other third party by reason hereof.

SECTION 6.06. COUNTY LIABILITIES. The County shall not be obligated to pay any liability arising out of or in any connection whatsoever with this Agreement from any funds except from the net revenues realized by the County after the Closing from its ownership

and operation of the Utility System or the Purchased Assets. It is further agreed between the County and Seller that this Agreement and any obligations arising in connection therewith, whether for payment of the Purchase Price, or for any claim of liability, remedy for breach or otherwise, shall not constitute a lien on the Utility System or any other property owned or operated by the County.

SECTION 6.07. SELLER LIABILITIES. Seller shall not be liable to the County for any liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses resulting from, relating to or arising out of any misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, or from any misrepresentation in, or omission from, any Appendix or information furnished by Seller pursuant to this Agreement, unless and until the County shall have sustained cumulative losses as a result of one or more claims of Fifty Thousand Dollars (\$50,000) (the "Deductible") in which event Seller shall be responsible only for losses exceeding the Deductible. Once the aggregate of losses exceeds the Deductible, the maximum liability for which Seller shall reimburse the County shall not exceed the amount of Three Hundred Thousand Dollars (\$300,000) (the "Cap").

SECTION 6.08. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding upon either party hereto unless executed in writing by such party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 6.09. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements,

understandings, negotiations and discussions of the parties, whether oral or written, pertaining to the subject matter hereof, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 6.10. EFFECT OF TERMINATION. In the event of the termination of this Agreement in accordance with its terms, this Agreement shall then become void and have no effect, with no liability on the part of any of the parties to this Agreement or their affiliates, except that nothing shall relieve a party from liability for any breach of this Agreement.

SECTION 6.11. PUBLICITY; ANNOUNCEMENTS. The parties agree to issue an initial press release announcing the consummation of the transactions contemplated by this Agreement to be issued promptly following the date of execution of this Agreement and in a form which is prepared by Seller and reasonably satisfactory to the County. To the extent practicable and as permitted by law, the County will coordinate with Seller regarding the timing and content of any County notices or public statements regarding the transaction contemplated by this Agreement.

SECTION 6.12 RADON GAS. RADON IS NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM THE COUNTY PUBLIC HEALTH UNIT.

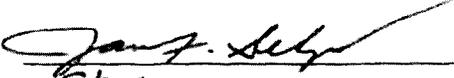
SECTION 6.13. TRANSITION SERVICES.

(A) The parties acknowledge and agree that the County will require a minimum period of forty-five (45) days to prepare for an orderly and efficient transition of operations, customer service and billing activities to the County and, as such, the parties acknowledge and agree that beginning on the execution date of this Agreement, the County and Seller will take all steps necessary and exert their respective commercially reasonable efforts, to include information sharing, test programming, document sharing, and such other activities, so as to create a seamless transition of such activities on or around the Closing Date. In the event such activities are accomplished in this timely fashion, the need for post-closing transition services by Seller will be mitigated or eliminated.

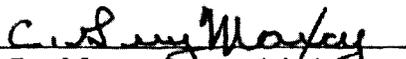
(B) On or before the Closing Date, upon agreement of the parties, the parties may enter into a transition services agreement (the "Transition Services Agreement"), pursuant to which the parties will agree upon a list of reasonable transition services to be provided by either party, or its affiliates, to the other party, or its affiliates. Such services shall be provided at reasonable rates (which rates shall not exceed 100% of the cost of either party, or its affiliates, providing such services prior to the Closing) as allocated in accordance with the methodologies used for such allocations by such party and its affiliates in accordance with past practice, and in accordance with the terms and conditions set forth in the Transition Services Agreement, and in accordance with the terms and conditions set forth in the Transition Services Agreement. The parties shall cooperate in good faith during the period between the date of execution of this Agreement and the Closing Date in order to minimize, to the extent possible, the period of time following the Closing Date that either party will require services to be provided under the Transition Services Agreement.

IN WITNESS WHEREOF, the County and Seller have caused this Agreement to be
duly executed and entered into on the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

By: 
Its: Chairman

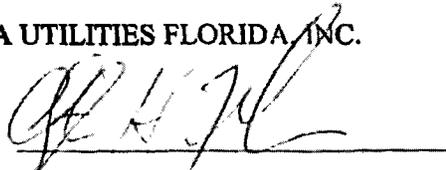
Attest:


C. Guy Maxcy, County Administrator

APPROVED AS TO FORM AND
CORRECTNESS:

By: 
Donald D. Conn, County Attorney

AQUA UTILITIES FLORIDA, INC.

By: 
Its: _____

Attest:

Exhibit "D"

AUF applied deposits to any customer account with a past due balance. For the remaining deposits, AUF applied the interest to the customers' accounts and the remaining balance has been transferred to DeSoto County.

Exhibit "E"

AUF will be responsible for assessment fees from January 1, 2013 to closing. There are no outstanding fines or refunds owed.

Exhibit "F"

DeSoto County has obtained from AUF the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions in-aid-of-construction.

Exhibit "G"

The closing date is scheduled for April 24, 2013, with an effective time of 12:01 a.m. on April 25, 2013.

Exhibit "H"

An accurate description of AUF's revised water territory.

TERRITORY DESCRIPTIONS

JUMPER CREEK

SUMTER COUNTY

Order No. PSC-11-0377-PAA-WS

Township 21 South, Range 22 East

Section 24

All of Tracts or Parcels 4, 5, and 6 of Plat Book 9, Page 5, Sumter County, Florida Records, being a portion of the following described property:

Begin at the Northeast corner of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 24; thence S89°54'27"W along the North line of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 24 a distance of 660.60 feet to a point being on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 24; thence N00°02'51"W along said East line a distance of 362.66 feet; thence S89°55'28"W a distance of 320.00 feet; thence N00°02'51"W a distance of 250.00 feet to a point being on the South right-of-way line of County Road 48, having a 100.00 foot wide public right-of-way; thence S89°55'28"W along said South right-of-way line a distance of 365.39 feet to a point being 25.00 feet Westerly of, when measured perpendicularly to, the West line of the East 1/2 of said Section 24; thence S00°01'42"E parallel to said West line a distance of 2,297.15 feet; thence N89°57'30"E parallel to the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 24 a distance of 927.35 feet to a point being on the West line of the South 600.00 feet of the East 420.00 feet of the Northwest 1/4 of said Section 24; thence N00°04'05"W along said West line a distance of 293.06 feet to a point being on the North line of the South 600.00 feet of the East 420.00 feet of the Northwest 1/4 of the Southeast 1/4 of said Section 24; thence N89°57'42"E along said North line a distance of 420.00 feet to a point being on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 24; thence N00°04'05"W along said East line a distance of 728.13 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 24; thence N00°04'01"W along the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 24 a distance of 664.33 feet to the Point of Beginning.

KINGSWOOD

BREVARD COUNTY

Order No. 5033

Township 21 South, Range 34 East

Section 14

The East 1/2 of the Northeast 1/4 of the Southeast 1/4, less the North 226.5 feet, therein.

LAKE JOSEPHINE / SEBRING LAKES

HIGHLANDS COUNTY

Lake Josephine

**Order No. 12989
As amended and consolidated in PSC-01-0631-FOF-WU**

Township 35 South, Range 29 East

Section 27

The Southwest 1/4 of Section 27, **less** the Westerly 305 feet of the Northwest 1/4 of the Southwest 1/4 of Section 27, Township 35 South, Range 29 East.

Section 28

The Southeast 1/4 of the Southeast 1/4 of Section 28.

Section 31

The East 1/2 of Section 31.

Sections 32 and 33

All of Sections 32 and 33.

Section 34

The Northwest 1/4; and

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

Township 36 South, Range 29 East

Section 4

Lots 16 through 25 of Sebring Lake Acres Unit 1 described as the North 830 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 4, Township 36 South, Range 29 East.

(Continued to Section II Sheet No.140.1)

LAKE JOSEPHINE / SEBRING LAKES

(Continued from Section II Sheet No. 140.0)

Sebring Lakes

PSC-98-0797-FOF-WU

Township 36 South, Range 29 East

Sections 3 and 4

A portion of Sebring Lakes Unit 1-A, 1-B, 2-A, 2-B, and 2-C located in Highlands County, Florida, Sections 3 and 4, Township 36 South, Range 29 East, being more particularly described as follows:

Commence at the Southeast corner of Section 3, Township 36 South, Range 29 East; thence $N00^{\circ}29'33''E$ along the East line of Section 3 a distance of 1,298.93 feet to a point on the Westerly right-of-way line of U.S. Highway 27; thence $N31^{\circ}32'59''W$ along the Westerly right-of-way line of U.S. 27 a distance of 400 feet more or less to a point on the North line of Josephine Creek and for a Point of Beginning:

Thence continue $N31^{\circ}32'59''W$ along said West right-of-way line U.S Highway 27 a distance of 1,264.43 feet to a point on the North line of the South 1/2 of Section 3; thence $S89^{\circ}41'36''W$ along the North line of the South 1/2 of Section 3 a distance of 3,155.71 feet to the Southeast corner of the West 1/2 of the Northwest 1/4; thence $N00^{\circ}53'45''E$ along the East line of the West 1/2 of the Northwest 1/4 a distance of 669.33 feet to the Northeast corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4; thence $S89^{\circ}46'12''W$ along the North line of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 a distance of 1,331.90 feet to a point on the West line of Section 3; thence $N01^{\circ}01'32''E$ along the West line of Section 3 a distance of 2,013.48 feet to the Northwest corner of Section 3, also being the Northeast corner of Section 4; thence $S89^{\circ}55'46''W$ along the North line of Section 4 a distance of 570 feet to a point on the Easterly line of Josephine Creek; thence run Southwesterly along the Easterly line of Josephine Creek a distance of 2,400 feet, more or less; thence Southerly along the Easterly line of Josephine Creek a distance of 900 feet; thence Easterly along the Northerly line of Josephine Creek a distance of 8,100 feet, more or less, to the Point of Beginning.

LAKE OSBORNE ESTATES

PALM BEACH COUNTY

**Order No. PSC-09-0251-FOF-WU
Amendment and composite description which includes
Order No. 5298**

Township 44 South, Range 43 East

Sections 32 and 33

Commence at the Southwest corner of Section 33 and run S88°09'39"E a distance of 242.1 feet to the Point of Beginning; thence run N88°25'00"W a distance of 1,148.3 feet; thence run N79°36'46"W a distance of 153.2 feet; thence run N47°39'31"E a distance of 36.5 feet; thence run 5,675.7 feet along the Eastern Shoreline of Lake Osborne to a point located N02°20'03"W a distance of 4,523.2 feet from the Point of Beginning; thence run S01°33'56"W a distance of 1,549.7 feet; thence run S87°58'47"E a distance of 1,238.1 feet; thence run S00°38'49"W a distance of 1,665.7 feet; thence run N88°05'06"W a distance of 1,180.2 feet; thence run due South a distance of 531.3 feet; thence run S88°18'14"E a distance of 450.9 feet; thence run S02°33'43"W a distance of 149.7 feet; thence run N88°23'17"W a distance of 425.5 feet; thence run S00°06'42"W a distance of 92.9 feet; thence run S88°29'13"E a distance of 170.1 feet; thence run S00°06'41"W a distance of 520.2 feet to the Point of Beginning.

Held for Future Use

LEISURE LAKES

HIGHLANDS COUNTY

Order No. 12879

Township 36 South, Range 29 East

Section 15

Beginning at the Northwest corner of said Section 15; thence run N87°55'51"E along the North line of said Section 15 a distance of 650 feet; thence S00°06'24"W along the East line of the West 1/4 of said section a distance of 3,500 feet; thence run N89°38'45"W a distance of 700 feet, more or less, to a point on the West section line of said Section 15; thence run 3,500 feet, more or less, North along said West section line to the Point of Beginning.

Section 16

Beginning at the Northeast corner of said Section 16; thence run 2,050 feet, more or less, South along the Eastern section line of said Section 16 to the intersection of said boundary with the Eastern edge of Jack Creek as it now runs; thence run North following the meanderings of said Jack Creek a distance of a distance of 2,400 feet, more or less, to the intersection with the North section line of said Section 16; thence following said North section line run East a distance of 875 feet, more or less, to the Point of Beginning.

OAKWOOD

BREVARD COUNTY

PSC-09-0252-FOF-FOF-WU
Amendment and composite description which includes
PSC-94-1011-FOF-WU
Amendment and composite description which includes
Order No. 5033

Township 21 South, Range 35 East

Sections 7 and 8

Begin at the Northwest corner of Section 8 and run N89°25'19"E a distance of 1,332.2 feet; thence run S00°32'29"E a distance of 2,000.5 feet; thence run S89°54'49"W a distance of 1,321.0 feet; thence run N00°57'30"W a distance of 1,268.3 feet; thence run S89°28'53"W a distance of 1,340.8 feet; thence run N01°02'03"W a distance of 724.9 feet; thence run N89°32'09"E a distance of 174.1 feet; thence run N00°02'02"W a distance of 67.8 feet; thence run S89°11'14"E a distance of 176.2 feet; thence run S00°52'52"E a distance of 65.4 feet; thence run N89°26'24"E a distance of 992.5 feet to the Point of Beginning.

SUNNY HILLS

WASHINGTON COUNTY

Order No. 18902

Township 2 North, Range 13 West

Section 1

All of Section 1

Section 4

The Southwest 1/4; and

The West 1/2 of the Southeast 1/4

Section 5

The West 1/4; and

The Southeast 1/4 of the Southwest 1/4

Section 6

The East 1/4; and

The Southwest 1/4 of the Southeast 1/4

Section 7

The East 1/2; and

The Southeast 1/4 of the Southwest 1/4

Section 8

All of Section 8

Section 9

The North 1/2; and

The Southwest 1/4; and

The Northwest 1/4 of the Southeast 1/4

(Continued to Section II Sheet No. 260.1)

SUNNY HILLS

(Continued from Section II Sheet No. 260.0)

Township 2 North, Range 13 West (Cont.)

Section 11

The North 1/2; and

The Northwest 1/4 of the Southwest 1/4

Section 12

The Northwest 1/4; and

The South 1/2, **less** the Southwest 1/4 of the Southwest 1/4

Section 13

The East 1/2; and

The South 1/2 of the Southwest 1/4

Section 14

The South 1/2 of the Southeast 1/4

Section 15

The West 1/2 of the Southwest 1/4

Section 16

All of Section 16, **except** the North 1/2 of the Northeast 1/4

Sections 17 and 18

All of Sections 17 and 18

Section 19

The East 3/4; and

The Northwest 1/4 of the Northwest 1/4; and

The Southwest 1/4 of the Southwest 1/4

(Continued to Section II Sheet No. 260.2)

SUNNY HILLS

(Continued from Section II Sheet No. 260.1)

Township 2 North, Range 13 West (Cont.)

Sections 20 and 21

All of Sections 20 and 21

Section 22

The South 1/2; and

The West 1/2 of the Northwest 1/4

Section 23

The South 1/2; and

The Northeast 1/4

Section 24

The Northwest 1/4

Sections 25, 26, and 27

All of Sections 25, 26, and 27

Section 28

The North 1/4; and

The Southwest 1/4 of the Northwest 1/4; and

The North 1/2 of the South 1/2 of the Northeast 1/4

Section 29

The North 1/2; and

A portion of the Southwest 1/4; and

A portion of the North 1/2 of the Southeast 1/4

Sections 30, 31, and 35

All of Sections 30, 31, and 35

(Continued to Section II Sheet No. 260.3)

SUNNY HILLS

(Continued from Section II Sheet No. 260.2)

Township 2 North, Range 13 West (Cont.)

Section 36

The North 3/4; and

The Southwest 1/4 of the Southwest 1/4

Township 2 North, Range 14 West

Section 13

The North 1/2, **less** the Northwest 1/4 of the Northeast 1/4; and

The South 1/2, **less** the West 1/2 of the Southwest 1/4

Section 24

The Northeast 1/4 of the Northwest 1/4; and

The Southeast 1/4 of the Southwest 1/4; and

The Southwest 1/4 of the Southeast 1/4

Section 25

All of Section 25, **less** the West 1/2 of the Northwest 1/4

Section 26

All of Section 26, **less** the Northeast 1/4

Section 27

All that portion of Section 27 East of the right-of-way of S.R. 77

Section 34

All that portion of Section 34 East of the right-of-way of S.R. 77

Sections 35 and 36

All of Sections 35 and 36

(Continued to Section II Sheet No. 260.4)

SUNNY HILLS

(Continued from Section II Sheet No. 260.3)

Township 1 North, Range 13 West

Section 2
The West 1/4

Township 1 North, Range 14 West

Section 2
A portion of the North 1/2

Section 3
The Northeast 1/4

THE WOODS

SUMTER COUNTY

Order No. 19848

Township 22 South, Range 21 East

Section 12

The Southwest 1/4 of Southeast 1/4 of Northeast 1/4; and

The 660 South feet of the Southwest 1/4 of Northeast 1/4, less the West 480 feet thereof; and

The North 736 feet of Northwest 1/4 of Southeast 1/4, less the West 489 feet thereof.

Order No. 25012

Township 22 South, Range 22 East

Section 7

The Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 lying West of US Highway No. 301;
and

The Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4; and

The Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4; and

The Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4; and

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4; and

The Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 lying West of US Highway No. 301;
thereof, all being in Section 7, Township 22 South, Range 22 East.

Township 22 South, Range 21 East

Section 12

The Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4; and

The Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4; thereof, all being in Section 12,
Township 22 South, Range 21 East, Sumter County, Florida.

Exhibit "I"

An accurate description of AUF's revised wastewater territory.

TERRITORY DESCRIPTIONS

JUMPER CREEK

SUMTER COUNTY

Order No. PSC-11-0377-PAA-WS

Township 21 South, Range 22 East

Section 24

All of Tracts or Parcels 4, 5, and 6 of Plat Book 9, Page 5, Sumter County, Florida Records, being a portion of the following described property:

Begin at the Northeast corner of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 24; thence S89°54'27"W along the North line of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 24 a distance of 660.60 feet to a point being on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 24; thence N0°02'51"W along said East line a distance of 362.66 feet; thence S89°55'28"W a distance of 320.00 feet; thence N00°02'51"W a distance of 250.00 feet to a point being on the South right-of-way line of County Road 48, having a 100.00 foot wide public right-of-way; thence S89°55'28"W along said South right-of-way line a distance of 365.39 feet to a point being 25.00 feet Westerly of, when measured perpendicularly to, the West line of the East 1/2 of said Section 24; thence S00°01'42"E parallel to said West line a distance of 2,297.15 feet; thence N89°57'30"E parallel to the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 24 a distance of 927.35 feet to a point being on the West line of the South 600.00 feet of the East 420.00 feet of the Northwest 1/4 of said Section 24; thence N00°04'05"W along said West line a distance of 293.06 feet to a point being on the North line of the South 600.00 feet of the East 420.00 feet of the Northwest 1/4 of the Southeast 1/4 of said Section 24; thence N89°57'42"E along said North line a distance of 420.00 feet to a point being on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 24; thence N00°04'05"W along said East line a distance of 728.13 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 24; thence N00°04'01"W along the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 24 a distance of 664.33 feet to the Point of Beginning.

Held for Future use

Held for Future Use

LEISURE LAKES

HIGHLANDS COUNTY

Order No. 12879

Township 36 South, Range 29 East

Section 15

Beginning at the Northwest corner of said Section 15; thence run $N87^{\circ}55'51''E$ along the North line of said Section 15 a distance of 650 feet; thence $S00^{\circ}06'24''W$ along the East line of the West 1/4 of said section a distance of 3,500 feet; thence run $N89^{\circ}38'45''W$ a distance of 700 feet, more or less, to a point on the West section line of said Section 15; thence run 3,500 feet, more or less, North along said West section line to the Point of Beginning.

Section 16

Beginning at the Northeast corner of said Section 16; thence run 2,050 feet, more or less, South along the Eastern section line of said Section 16 to the intersection of said boundary with the Eastern edge of Jack Creek as it now runs; thence run North following the meanderings of said Jack Creek a distance of a distance of 2,400 feet, more or less, to the intersection with the North section line of said Section 16; thence following said North section line run East a distance of 875 feet, more or less, to the Point of Beginning.

SUNNY HILLS

WASHINGTON COUNTY

Order No. 18902

Township 2 North, Range 13 West

Section 7

A portion of the Southeast 1/4 of the Southeast 1/4

Section 8

A portion of the Southwest 1/4

Section 15

The West 1/2 of the Southwest 1/4

Section 16

The South 3/4; and

A portion of the North 1/2 of the Northwest 1/4

Section 17

A portion of the Northeast 1/4; and

The East 1/2 of the Northwest 1/4; and

A portion of the West 1/2 of the NW 1/4; and

The North 1/2 of the SE 1/4; and

A portion of the South 1/2 of the Southeast 1/4; and

A portion of the Southwest 1/4

Section 18

A portion of the Northeast 1/4 of the Northeast 1/4

Section 19

The Southwest 1/4 of the Southwest 1/4

(Continued to Section II Sheet No. 130.1)

SUNNY HILLS

(Continued from Section II Sheet No. 130.0)

Township 2 North, Range 13 West (Cont.)

Section 20

A portion of the East 1/2 of the Northeast 1/4; and

A portion of the Northeast 1/4 of the Southeast 1/4

Section 21

The North 1/2; and

The North 1/2 of the SW 1/4; and

A portion of the South 1/2 of the Southwest 1/4; and

A portion of the Southeast 1/4

Section 22

A portion of the West 1/2 of the Northwest 1/4

Section 28

A portion of the North 1/2 of the Northwest 1/4

Section 29

A portion of the South 1/2 of the Northwest 1/4; and

A portion of the Southwest 1/4

Section 30

The Southeast 1/4, **less** the Northeast 1/4 of the Southeast 1/4; and

A portion of the Southwest 1/4; and

The West 1/2 of the Northwest 1/4; and

A portion of the East 1/2 of the Northwest 1/4

(Continued to Section II Sheet No. 130.2)

SUNNY HILLS

(Continued from Section II Sheet No. 130.1)

Township 2 North, Range 13 West (Cont.)

Section 31

A portion of the North 1/4 of the Northeast 1/4; and

A portion of the North 1/4 of the Northwest 1/4; and

A portion of the Southwest 1/4 of the Northwest 1/4; and

A portion of the North 1/4 of the Northwest 1/4 of the Southwest 1/4

Township 2 North, Range 14 West

Section 25

A portion of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4

Section 36

A portion of the North 1/2; and

A portion of the North 1/2 of the Southeast 1/4; and

A portion of the North 1/2 of the Southwest 1/4

THE WOODS

SUMTER COUNTY

Order No. 19848

Township 22 South, Range 21 East

Section 12

The Southwest 1/4 of Southeast 1/4 of Northeast 1/4; and

The 660 South feet of the Southwest 1/4 of Northeast 1/4, **less** the West 480 feet thereof; and

The North 736 feet of Northwest 1/4 of Southeast 1/4, **less** the West 489 feet thereof.

Exhibit "J"

The original and two copies of tariff sheet(s) revised to show correct service territory.

WATER RATE BAND 2

Plant

Kingswood
Lake Josephine / Sebring Lakes
Lake Osborne
Leisure Lakes
Oakwood
Sunny Hills
The Woods

County

Brevard
Highlands
Palm Beach
Highlands
Brevard
Washington
Sumter

**Richard Fox
President**

TERRITORY AUTHORITY

<u>County</u>	<u>System Name</u>	<u>Cert.</u>	<u>Order Number</u>	<u>Date</u>	<u>Docket No.</u>	<u>Filing Type</u>
Brevard	Kingswood	002-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Brevard	Kingswood	002-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Brevard	Kingswood	002-W	19505	06/16/88	880206-WU	Transfer
Brevard	Kingswood	002-W	9886	03/17/81	800618-WS(TC)	Transfer
Brevard	Kingswood	WS-132*	5033	01/27/71	70572-W	Grandfather Cert.
* Per Order						
Brevard	Oakwood	002-W	PSC-09-0252-FOF-WU	04/27/09	080536-WU	Additional Territory
Brevard	Oakwood	002-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Brevard	Oakwood	002-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Brevard	Oakwood	002-W	PSC-94-1011-FOF-WU	08/22/94	930737-WU	Additional Territory
Brevard	Oakwood	002-W	19505	06/16/88	880206-WU	Transfer
Brevard	Oakwood	002-W	9886	03/17/81	800618-WS(TC)	Transfer
Brevard	Oakwood	WS-132*	5033	01/27/71	70572-W	Grandfather Cert.
* Per Order						
Highlands	Lake Josephine / Sebring Lakes	422-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-02-0651-PAA-WU	05/13/02	011401-WU	Transfer
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-01-0631-FOF-WU	03/14/01	001585-WU	Additional Territory
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-00-1389-PAA-WU	07/31/00	991001-WU	Transfer
Highlands	Lake Josephine / Sebring Lakes	420-W	PSC-98-0797-FOF-WU	06/08/98	980433-WU	Additional Territory
Highlands	Lake Josephine / Sebring Lakes	424-W	12989	02/13/84	830083-W(AP)	Grandfather Cert.
Highlands	Leisure Lakes	422-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Highlands	Leisure Lakes	422-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Highlands	Leisure Lakes	422-W	22916	05/09/90	891250-WS	Transfer
Highlands	Leisure Lakes	422-W	12879	01/13/84	830336-WS(AP)	Original Certificate
Palm Beach	Lake Osborne	053-W	PSC-09-0251-FOF-WU	04/27/09	080535-WU	Additional Territory
Palm Beach	Lake Osborne	053-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Palm Beach	Lake Osborne	053-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Palm Beach	Lake Osborne	053-W	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Palm Beach	Lake Osborne	053-W	PSC-97-1149-FOF-WU	09/30/97	961535-WU	Transfer
Palm Beach	Lake Osborne	053-W	5538	10/03/72	T-72494-W	Transfer
Palm Beach	Lake Osborne	053-W	5434	05/30/72	72301-W	Transfer
Palm Beach	Lake Osborne	053-W	5298	01/12/72	C-71484-W	Original Certificate
Sumter	The Woods	507-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Sumter	The Woods	507-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Sumter	The Woods	507-W	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Sumter	The Woods	507-W	PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer
Sumter	The Woods	507-W	PSC-96-0666-FOF-WS	05/14/96	951330-WS	Majority Control
Sumter	The Woods	507-W	PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
Sumter	The Woods	507-W	PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer
Sumter	The Woods	507-W	25012	09/04/91	910586-WU	Additional Territory
Sumter	The Woods	507-W	19848	08/22/88	880013-WS	Grandfather Cert.
Washington	Sunny Hills	501-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Washington	Sunny Hills	501-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Washington	Sunny Hills	501-W	25575	01/07/92	910662-WS	Corporate Reorg.
Washington	Sunny Hills	501-W	22307	12/12/89	881501-WS	Transfer of Control
Washington	Sunny Hills	501-W	18902	02/22/88	870984-WS	Grandfather Cert.

Richard Fox
Chief Operating Officer

COMMUNITIES SERVED

<u>Community Name</u>	<u>System Name</u>	<u>County</u>	<u>Territory Description</u>
Covered Bridge	Leisure Lakes	Highlands	Sheet No. 155.0
Jumper Creek Manor	Jumper Creek	Sumter	Sheet No. 115.0
Kingswood	Kingswood	Brevard	Sheet No. 130.0
Lake Josephine	Lake Josephine / Sebring Lakes	Highlands	Sheet No. 140.0
Lake Osborne Estates	Lake Osborne Estates	Palm Beach	Sheet No. 145.0
Leisure Lakes	Leisure Lakes	Highlands	Sheet No. 155.0
Oakwood	Oakwood	Brevard	Sheet No. 165.0
Sebring Lakes	Lake Josephine / Sebring Lakes	Highlands	Sheet No. 140.1
Sunny Hills	Sunny Hills	Washington	Sheet No. 260.0
The Woods	The Woods	Sumter	Sheet No. 270.0

WASTEWATER RATE BAND 2

Plant

County

Sunny Hills
The Woods

Washington
Sumter

TERRITORY AUTHORITY

<u>County</u>	<u>System Name</u>	<u>Cert.</u>	<u>Order Number</u>	<u>Date</u>	<u>Docket No.</u>	<u>Filing Type</u>
Highlands	Leisure Lakes	422-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Highlands	Leisure Lakes	422-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Highlands	Leisure Lakes	422-W	22916	05/09/90	891250-WS	Transfer
Highlands	Leisure Lakes	422-W	12879	01/13/84	830336-WS(AP)	Original Certificate
Sumter	Jumper Creek	441-S	PSC-11-0377-PAA-WS	09/12/11	100114-WS	System Acquisition
Sumter	The Woods	441-S	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Sumter	The Woods	441-S	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Sumter	The Woods	441-S	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Sumter	The Woods	441-S	PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer
Sumter	The Woods	441-S	PSC-96-0666-FOF-WS	05/14/96	951330-WS	Majority Control
Sumter	The Woods	441-S	PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
Sumter	The Woods	441-S	PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer
Sumter	The Woods	441-S	19848	08/22/88	880013-WS	Grandfather Cert.
Washington	Sunny Hills	435-S	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Washington	Sunny Hills	435-S	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Washington	Sunny Hills	435-S	25575	01/07/92	910662-WS	Corporate Reorg.
Washington	Sunny Hills	435-S	22307	12/12/89	881501-WS	Transfer of Control
Washington	Sunny Hills	435-S	18902	02/22/88	870984-WS	Grandfather Cert.

**Richard Fox
Chief Operating Officer**

COMMUNITIES SERVED

<u>Community Name</u>	<u>System Name</u>	<u>County</u>	<u>Territory Description</u>
Covered Bridge	Leisure Lakes	Highlands	Sheet No. 80.0
Jumper Creek	Jumper Creek	Sumter	Sheet No. 55.0
Leisure Lakes	Leisure Lakes	Highlands	Sheet No. 80.0
Sunny Hills	Sunny Hills	Washington	Sheet No. 130.0
The Woods	The Woods	Sumter	Sheet No. 135.0

WATER RATE BAND 2

Plant

County

Kingswood
Lake Josephine / Sebring Lakes
Lake Osborne
Leisure Lakes
Oakwood
Sunny Hills
The Woods

Brevard
Highlands
Palm Beach
Highlands
Brevard
Washington
Sumter

TERRITORY AUTHORITY

<u>County</u>	<u>System Name</u>	<u>Cert.</u>	<u>Order Number</u>	<u>Date</u>	<u>Docket No.</u>	<u>Filing Type</u>
Brevard	Kingswood	002-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Brevard	Kingswood	002-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Brevard	Kingswood	002-W	19505	06/16/88	880206-WU	Transfer
Brevard	Kingswood	002-W	9886	03/17/81	800618-WS(TC)	Transfer
Brevard	Kingswood	WS-132*	5033	01/27/71	70572-W	Grandfather Cert.
* Per Order						
Brevard	Oakwood	002-W	PSC-09-0252-FOF-WU	04/27/09	080536-WU	Additional Territory
Brevard	Oakwood	002-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Brevard	Oakwood	002-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Brevard	Oakwood	002-W	PSC-94-1011-FOF-WU	08/22/94	930737-WU	Additional Territory
Brevard	Oakwood	002-W	19505	06/16/88	880206-WU	Transfer
Brevard	Oakwood	002-W	9886	03/17/81	800618-WS(TC)	Transfer
Brevard	Oakwood	WS-132*	5033	01/27/71	70572-W	Grandfather Cert.
* Per Order						
Highlands	Lake Josephine / Sebring Lakes	422-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-02-0651-PAA-WU	05/13/02	011401-WU	Transfer
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-01-0631-FOF-WU	03/14/01	001585-WU	Additional Territory
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-00-1389-PAA-WU	07/31/00	991001-WU	Transfer
Highlands	Lake Josephine / Sebring Lakes	420-W	PSC-98-0797-FOF-WU	06/08/98	980433-WU	Additional Territory
Highlands	Lake Josephine / Sebring Lakes	424-W	12989	02/13/84	830083-W(AP)	Grandfather Cert.
Highlands	Leisure Lakes	422-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Highlands	Leisure Lakes	422-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Highlands	Leisure Lakes	422-W	22916	05/09/90	891250-WS	Transfer
Highlands	Leisure Lakes	422-W	12879	01/13/84	830336-WS(AP)	Original Certificate
Palm Beach	Lake Osborne	053-W	PSC-09-0251-FOF-WU	04/27/09	080535-WU	Additional Territory
Palm Beach	Lake Osborne	053-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Palm Beach	Lake Osborne	053-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Palm Beach	Lake Osborne	053-W	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Palm Beach	Lake Osborne	053-W	PSC-97-1149-FOF-WU	09/30/97	961535-WU	Transfer
Palm Beach	Lake Osborne	053-W	5538	10/03/72	T-72494-W	Transfer
Palm Beach	Lake Osborne	053-W	5434	05/30/72	72301-W	Transfer
Palm Beach	Lake Osborne	053-W	5298	01/12/72	C-71484-W	Original Certificate
Sumter	The Woods	507-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Sumter	The Woods	507-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Sumter	The Woods	507-W	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Sumter	The Woods	507-W	PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer
Sumter	The Woods	507-W	PSC-96-0666-FOF-WS	05/14/96	951330-WS	Majority Control
Sumter	The Woods	507-W	PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
Sumter	The Woods	507-W	PSC-82-1113-FOF-WS	10/05/92	920176-WS	Transfer
Sumter	The Woods	507-W	25012	09/04/91	910586-WU	Additional Territory
Sumter	The Woods	507-W	19848	08/22/88	880013-WS	Grandfather Cert.
Washington	Sunny Hills	501-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Washington	Sunny Hills	501-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Washington	Sunny Hills	501-W	25575	01/07/92	910662-WS	Corporate Reorg.
Washington	Sunny Hills	501-W	22307	12/12/89	881501-WS	Transfer of Control
Washington	Sunny Hills	501-W	18902	02/22/88	870984-WS	Grandfather Cert.

Richard Fox
Chief Operating Officer

COMMUNITIES SERVED

<u>Community Name</u>	<u>System Name</u>	<u>County</u>	<u>Territory Description</u>
Covered Bridge	Leisure Lakes	Highlands	Sheet No. 155.0
Jumper Creek Manor	Jumper Creek	Sumter	Sheet No. 115.0
Kingswood	Kingswood	Brevard	Sheet No. 130.0
Lake Josephine	Lake Josephine / Sebring Lakes	Highlands	Sheet No. 140.0
Lake Osborne Estates	Lake Osborne Estates	Palm Beach	Sheet No. 145.0
Leisure Lakes	Leisure Lakes	Highlands	Sheet No. 155.0
Oakwood	Oakwood	Brevard	Sheet No. 165.0
Sebring Lakes	Lake Josephine / Sebring Lakes	Highlands	Sheet No. 140.1
Sunny Hills	Sunny Hills	Washington	Sheet No. 260.0
The Woods	The Woods	Sumter	Sheet No. 270.0

WASTEWATER RATE BAND 2

Plant

County

Sunny Hills
The Woods

Washington
Sumter

TERRITORY AUTHORITY

<u>County</u>	<u>System Name</u>	<u>Cert.</u>	<u>Order Number</u>	<u>Date</u>	<u>Docket No.</u>	<u>Filing Type</u>
Highlands	Leisure Lakes	422-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Highlands	Leisure Lakes	422-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Highlands	Leisure Lakes	422-W	22916	05/09/90	891250-WS	Transfer
Highlands	Leisure Lakes	422-W	12879	01/13/84	830336-WS(AP)	Original Certificate
Sumter	Jumper Creek	441-S	PSC-11-0377-PAA-WS	09/12/11	100114-WS	System Acquisition
Sumter	The Woods	441-S	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Sumter	The Woods	441-S	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Sumter	The Woods	441-S	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Sumter	The Woods	441-S	PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer
Sumter	The Woods	441-S	PSC-96-0666-FOF-WS	05/14/96	951330-WS	Majority Control
Sumter	The Woods	441-S	PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
Sumter	The Woods	441-S	PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer
Sumter	The Woods	441-S	19848	08/22/88	880013-WS	Grandfather Cert.
Washington	Sunny Hills	435-S	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Washington	Sunny Hills	435-S	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Washington	Sunny Hills	435-S	25575	01/07/92	910662-WS	Corporate Reorg.
Washington	Sunny Hills	435-S	22307	12/12/89	881501-WS	Transfer of Control
Washington	Sunny Hills	435-S	18902	02/22/88	870984-WS	Grandfather Cert.

Richard Fox
Chief Operating Officer

COMMUNITIES SERVED

<u>Community Name</u>	<u>System Name</u>	<u>County</u>	<u>Territory Description</u>
Covered Bridge	Leisure Lakes	Highlands	Sheet No. 80.0
Jumper Creek	Jumper Creek	Sumter	Sheet No. 55.0
Leisure Lakes	Leisure Lakes	Highlands	Sheet No. 80.0
Sunny Hills	Sunny Hills	Washington	Sheet No. 130.0
The Woods	The Woods	Sumter	Sheet No. 135.0

WATER RATE BAND 2

Plant

Kingswood
Lake Josephine / Sebring Lakes
Lake Osborne
Leisure Lakes
Oakwood
Sunny Hills
The Woods

County

Brevard
Highlands
Palm Beach
Highlands
Brevard
Washington
Sumter

TERRITORY AUTHORITY

<u>County</u>	<u>System Name</u>	<u>Cert.</u>	<u>Order Number</u>	<u>Date</u>	<u>Docket No.</u>	<u>Filing Type</u>
Brevard	Kingswood	002-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Brevard	Kingswood	002-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Brevard	Kingswood	002-W	19505	06/16/88	880206-WU	Transfer
Brevard	Kingswood	002-W	9886	03/17/81	800618-WS(TC)	Transfer
Brevard	Kingswood	WS-132*	5033	01/27/71	70572-W	Grandfather Cert.
* Per Order						
Brevard	Oakwood	002-W	PSC-09-0252-FOF-WU	04/27/09	080536-WU	Additional Territory
Brevard	Oakwood	002-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Brevard	Oakwood	002-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Brevard	Oakwood	002-W	PSC-94-1011-FOF-WU	08/22/94	930737-WU	Additional Territory
Brevard	Oakwood	002-W	19505	06/16/88	880206-WU	Transfer
Brevard	Oakwood	002-W	9886	03/17/81	800618-WS(TC)	Transfer
Brevard	Oakwood	WS-132*	5033	01/27/71	70572-W	Grandfather Cert.
* Per Order						
Highlands	Lake Josephine / Sebring Lakes	422-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-02-0651-PAA-WU	05/13/02	011401-WU	Transfer
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-01-0631-FOF-WU	03/14/01	001585-WU	Additional Territory
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-00-1389-PAA-WU	07/31/00	991001-WU	Transfer
Highlands	Lake Josephine / Sebring Lakes	420-W	PSC-98-0797-FOF-WU	06/08/98	980433-WU	Additional Territory
Highlands	Lake Josephine / Sebring Lakes	424-W	12989	02/13/84	830083-W(AP)	Grandfather Cert.
Highlands	Leisure Lakes	422-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Highlands	Leisure Lakes	422-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Highlands	Leisure Lakes	422-W	22916	05/09/90	891250-WS	Transfer
Highlands	Leisure Lakes	422-W	12879	01/13/84	830336-WS(AP)	Original Certificate
Palm Beach	Lake Osborne	053-W	PSC-09-0251-FOF-WU	04/27/09	080535-WU	Additional Territory
Palm Beach	Lake Osborne	053-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Palm Beach	Lake Osborne	053-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Palm Beach	Lake Osborne	053-W	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Palm Beach	Lake Osborne	053-W	PSC-97-1149-FOF-WU	09/30/97	961535-WU	Transfer
Palm Beach	Lake Osborne	053-W	5538	10/03/72	T-72494-W	Transfer
Palm Beach	Lake Osborne	053-W	5434	05/30/72	72301-W	Transfer
Palm Beach	Lake Osborne	053-W	5298	01/12/72	C-71484-W	Original Certificate
Sumter	The Woods	507-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Sumter	The Woods	507-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Sumter	The Woods	507-W	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Sumter	The Woods	507-W	PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer
Sumter	The Woods	507-W	PSC-96-0666-FOF-WS	05/14/96	951330-WS	Majority Control
Sumter	The Woods	507-W	PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
Sumter	The Woods	507-W	PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer
Sumter	The Woods	507-W	25012	09/04/91	910586-WU	Additional Territory
Sumter	The Woods	507-W	19848	08/22/88	880013-WS	Grandfather Cert.
Washington	Sunny Hills	501-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Washington	Sunny Hills	501-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Washington	Sunny Hills	501-W	25575	01/07/92	910662-WS	Corporate Reorg.
Washington	Sunny Hills	501-W	22307	12/12/89	881501-WS	Transfer of Control
Washington	Sunny Hills	501-W	18902	02/22/88	870984-WS	Grandfather Cert.

COMMUNITIES SERVED

<u>Community Name</u>	<u>System Name</u>	<u>County</u>	<u>Territory Description</u>
Covered Bridge	Leisure Lakes	Highlands	Sheet No. 155.0
Jumper Creek Manor	Jumper Creek	Sumter	Sheet No. 115.0
Kingswood	Kingswood	Brevard	Sheet No. 130.0
Lake Josephine	Lake Josephine / Sebring Lakes	Highlands	Sheet No. 140.0
Lake Osborne Estates	Lake Osborne Estates	Palm Beach	Sheet No. 145.0
Leisure Lakes	Leisure Lakes	Highlands	Sheet No. 155.0
Oakwood	Oakwood	Brevard	Sheet No. 165.0
Sebring Lakes	Lake Josephine / Sebring Lakes	Highlands	Sheet No. 140.1
Sunny Hills	Sunny Hills	Washington	Sheet No. 260.0
The Woods	The Woods	Sumter	Sheet No. 270.0

WASTEWATER RATE BAND 2

Plant

County

Sunny Hills
The Woods

Washington
Sumter

TERRITORY AUTHORITY

<u>County</u>	<u>System Name</u>	<u>Cert.</u>	<u>Order Number</u>	<u>Date</u>	<u>Docket No.</u>	<u>Filing Type</u>
Highlands	Leisure Lakes	422-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Highlands	Leisure Lakes	422-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Highlands	Leisure Lakes	422-W	22916	05/09/90	891250-WS	Transfer
Highlands	Leisure Lakes	422-W	12879	01/13/84	830336-WS(AP)	Original Certificate
Sumter	Jumper Creek	441-S	PSC-11-0377-PAA-WS	09/12/11	100114-WS	System Acquisition
Sumter	The Woods	441-S	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Sumter	The Woods	441-S	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Sumter	The Woods	441-S	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Sumter	The Woods	441-S	PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer
Sumter	The Woods	441-S	PSC-96-0666-FOF-WS	05/14/96	951330-WS	Majority Control
Sumter	The Woods	441-S	PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
Sumter	The Woods	441-S	PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer
Sumter	The Woods	441-S	19848	08/22/88	880013-WS	Grandfather Cert.
Washington	Sunny Hills	435-S	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Washington	Sunny Hills	435-S	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Washington	Sunny Hills	435-S	25575	01/07/92	910662-WS	Corporate Reorg.
Washington	Sunny Hills	435-S	22307	12/12/89	881501-WS	Transfer of Control
Washington	Sunny Hills	435-S	18902	02/22/88	870984-WS	Grandfather Cert.

COMMUNITIES SERVED

<u>Community Name</u>	<u>System Name</u>	<u>County</u>	<u>Territory Description</u>
Covered Bridge	Leisure Lakes	Highlands	Sheet No. 80.0
Jumper Creek	Jumper Creek	Sumter	Sheet No. 55.0
Leisure Lakes	Leisure Lakes	Highlands	Sheet No. 80.0
Sunny Hills	Sunny Hills	Washington	Sheet No. 130.0
The Woods	The Woods	Sumter	Sheet No. 135.0

COPY

AQUA UTILITIES FLORIDA, INC
WATER TARIFF

VOLUME I - SECTION V
Second Revised Sheet No. 20.0
Cancelling First Revised Sheet No. 20.0

WATER RATE BAND 2

Plant

Kingswood
Lake Josephine / Sebring Lakes
Lake Osborne
Leisure Lakes
Oakwood
Sunny Hills
The Woods

County

Brevard
Highlands
Palm Beach
Highlands
Brevard
Washington
Sumter

02375 MAY -1 2000
FPSC-COMMUNICATIONS CLERK

Richard Fox
President

TERRITORY AUTHORITY

<u>County</u>	<u>System Name</u>	<u>Cert.</u>	<u>Order Number</u>	<u>Date</u>	<u>Docket No.</u>	<u>Filing Type</u>
Brevard	Kingswood	002-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Brevard	Kingswood	002-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Brevard	Kingswood	002-W	19505	06/16/88	880206-WU	Transfer
Brevard	Kingswood	002-W	9886	03/17/81	800618-WS(TC)	Transfer
Brevard	Kingswood	WS-132*	5033	01/27/71	70572-W	Grandfather Cert.
* Per Order						
Brevard	Oakwood	002-W	PSC-09-0252-FOF-WU	04/27/09	080536-WU	Additional Territory
Brevard	Oakwood	002-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Brevard	Oakwood	002-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Brevard	Oakwood	002-W	PSC-94-1011-FOF-WU	08/22/94	930737-WU	Additional Territory
Brevard	Oakwood	002-W	19505	06/16/88	880206-WU	Transfer
Brevard	Oakwood	002-W	9886	03/17/81	800618-WS(TC)	Transfer
Brevard	Oakwood	WS-132*	5033	01/27/71	70572-W	Grandfather Cert.
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Highlands	Lake Josephine / Sebring Lakes	422-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-02-0651-PAA-WU	05/13/02	011401-WU	Transfer
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-01-0631-FOF-WU	03/14/01	001585-WU	Additional Territory
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-00-1389-PAA-WU	07/31/00	991001-WU	Transfer
Highlands	Lake Josephine / Sebring Lakes	420-W	PSC-98-0797-FOF-WU	06/08/98	980433-WU	Additional Territory
Highlands	Lake Josephine / Sebring Lakes	424-W	12989	02/13/84	830083-W(AP)	Grandfather Cert.
Highlands	Leisure Lakes	422-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Highlands	Leisure Lakes	422-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Highlands	Leisure Lakes	422-W	22916	05/09/90	891250-WS	Transfer
Highlands	Leisure Lakes	422-W	12879	01/13/84	830336-WS(AP)	Original Certificate
Palm Beach	Lake Osborne	053-W	PSC-09-0251-FOF-WU	04/27/09	080535-WU	Additional Territory
Palm Beach	Lake Osborne	053-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Palm Beach	Lake Osborne	053-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Palm Beach	Lake Osborne	053-W	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Palm Beach	Lake Osborne	053-W	PSC-97-1149-FOF-WU	09/30/97	961535-WU	Transfer
Palm Beach	Lake Osborne	053-W	5538	10/03/72	T-72494-W	Transfer
Palm Beach	Lake Osborne	053-W	5434	05/30/72	72301-W	Transfer
Palm Beach	Lake Osborne	053-W	5298	01/12/72	C-71484-W	Original Certificate
Sumter	The Woods	507-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Sumter	The Woods	507-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Sumter	The Woods	507-W	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Sumter	The Woods	507-W	PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer
Sumter	The Woods	507-W	PSC-96-0666-FOF-WS	05/14/96	951330-WS	Majority Control
Sumter	The Woods	507-W	PSC-83-1418-FOF-WS	09/29/93	930614-WS	Name Change
Sumter	The Woods	507-W	PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer
Sumter	The Woods	507-W	25012	09/04/91	910586-WU	Additional Territory
Sumter	The Woods	507-W	19848	08/22/88	880013-WS	Grandfather Cert.
Washington	Sunny Hills	501-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Washington	Sunny Hills	501-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Washington	Sunny Hills	501-W	25575	01/07/92	910662-WS	Corporate Reorg.
Washington	Sunny Hills	501-W	22307	12/12/89	881501-WS	Transfer of Control
Washington	Sunny Hills	501-W	18902	02/22/88	870984-WS	Grandfather Cert.

Richard Fox
Chief Operating Officer

COMMUNITIES SERVED

<u>Community Name</u>	<u>System Name</u>	<u>County</u>	<u>Territory Description</u>
Covered Bridge	Leisure Lakes	Highlands	Sheet No. 155.0
Jumper Creek Manor	Jumper Creek	Sumter	Sheet No. 115.0
Kingswood	Kingswood	Brevard	Sheet No. 130.0
Lake Josephine	Lake Josephine / Sebring Lakes	Highlands	Sheet No. 140.0
Lake Osborne Estates	Lake Osborne Estates	Palm Beach	Sheet No. 145.0
Leisure Lakes	Leisure Lakes	Highlands	Sheet No. 155.0
Oakwood	Oakwood	Brevard	Sheet No. 165.0
Sebring Lakes	Lake Josephine / Sebring Lakes	Highlands	Sheet No. 140.1
Sunny Hills	Sunny Hills	Washington	Sheet No. 260.0
The Woods	The Woods	Sumter	Sheet No. 270.0

WASTEWATER RATE BAND 2

Plant

Sunny Hills
The Woods

County

Washington
Sumter

TERRITORY AUTHORITY

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Highlands	Leisure Lakes	422-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Highlands	Leisure Lakes	422-W	22916	05/09/90	891250-WS	Transfer
Highlands	Leisure Lakes	422-W	12879	01/13/84	830336-WS(AP)	Original Certificate
Sumter	Jumper Creek	441-S	PSC-11-0377-PAA-WS	09/12/11	100114-WS	System Acquisition
Sumter	The Woods	441-S	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Sumter	The Woods	441-S	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Sumter	The Woods	441-S	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Sumter	The Woods	441-S	PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer
Sumter	The Woods	441-S	PSC-96-0666-FOF-WS	05/14/96	951330-WS	Majority Control
Sumter	The Woods	441-S	PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
Sumter	The Woods	441-S	PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer
Sumter	The Woods	441-S	19848	08/22/88	880013-WS	Grandfather Cert.
Washington	Sunny Hills	435-S	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Washington	Sunny Hills	435-S	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Washington	Sunny Hills	435-S	25575	01/07/92	910662-WS	Corporate Reorg.
Washington	Sunny Hills	435-S	22307	12/12/89	881501-WS	Transfer of Control
Washington	Sunny Hills	435-S	18902	02/22/88	870984-WS	Grandfather Cert.

COMMUNITIES SERVED

<u>Community Name</u>	<u>System Name</u>	<u>County</u>	<u>Territory Description</u>
Covered Bridge	Leisure Lakes	Highlands	Sheet No. 80.0
Jumper Creek	Jumper Creek	Sumter	Sheet No. 55.0
Leisure Lakes	Leisure Lakes	Highlands	Sheet No. 80.0
Sunny Hills	Sunny Hills	Washington	Sheet No. 130.0
The Woods	The Woods	Sumter	Sheet No. 135.0

WATER RATE BAND 2

Plant

Kingswood
Lake Josephine / Sebring Lakes
Lake Osborne
Leisure Lakes
Oakwood
Sunny Hills
The Woods

County

Brevard
Highlands
Palm Beach
Highlands
Brevard
Washington
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Brevard	Kingswood	002-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Brevard	Kingswood	002-W	19505	06/16/88	880206-WU	Transfer
Brevard	Kingswood	002-W	9886	03/17/81	800618-WS(TC)	Transfer
Brevard	Kingswood	WS-132*	5033	01/27/71	70572-W	Grandfather Cert.
* Per Order						
Brevard	Oakwood	002-W	PSC-09-0252-FOF-WU	04/27/09	080536-WU	Additional Territory
Brevard	Oakwood	002-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Brevard	Oakwood	002-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Brevard	Oakwood	002-W	PSC-84-1011-FOF-WU	08/22/94	930737-WU	Additional Territory
Brevard	Oakwood	002-W	19505	06/16/88	880206-WU	Transfer
Brevard	Oakwood	002-W	9886	03/17/81	800618-WS(TC)	Transfer
Brevard	Oakwood	WS-132*	5033	01/27/71	70572-W	Grandfather Cert.
* Per Order						
Highlands	Lake Josephine / Sebring Lakes	422-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-02-0651-PAA-WU	05/13/02	011401-WU	Transfer
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-01-0631-FOF-WU	03/14/01	001585-WU	Additional Territory
Highlands	Lake Josephine / Sebring Lakes	424-W	PSC-00-1389-PAA-WU	07/31/00	991001-WU	Transfer
Highlands	Lake Josephine / Sebring Lakes	420-W	PSC-98-0797-FOF-WU	06/08/98	980433-WU	Additional Territory
Highlands	Lake Josephine / Sebring Lakes	424-W	12989	02/13/84	830083-W(AP)	Grandfather Cert.
Highlands	Leisure Lakes	422-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Highlands	Leisure Lakes	422-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Highlands	Leisure Lakes	422-W	22916	05/09/90	891250-WS	Transfer
Highlands	Leisure Lakes	422-W	12879	01/13/84	830336-WS(AP)	Original Certificate
Palm Beach	Lake Osborne	053-W	PSC-09-0251-FOF-WU	04/27/09	080535-WU	Additional Territory
Palm Beach	Lake Osborne	053-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Palm Beach	Lake Osborne	053-W	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Palm Beach	Lake Osborne	053-W	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Palm Beach	Lake Osborne	053-W	PSC-97-1149-FOF-WU	09/30/97	961535-WU	Transfer
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Palm Beach	Lake Osborne	053-W	5298	01/12/72	C-71484-W	Original Certificate
Sumter	The Woods	507-W	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
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Sumter	The Woods	507-W	PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
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Washington	Sunny Hills	501-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Washington	Sunny Hills	501-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Washington	Sunny Hills	501-W	25575	01/07/92	910662-WS	Corporate Reorg.
Washington	Sunny Hills	501-W	22307	12/12/89	881501-WS	Transfer of Control
Washington	Sunny Hills	501-W	18902	02/22/88	870984-WS	Grandfather Cert.

COMMUNITIES SERVED

<u>Community Name</u>	<u>System Name</u>	<u>County</u>	<u>Territory Description</u>
Covered Bridge	Leisure Lakes	Highlands	Sheet No. 155.0
Jumper Creek Manor	Jumper Creek	Sumter	Sheet No. 115.0
Kingswood	Kingswood	Brevard	Sheet No. 130.0
Lake Josephine	Lake Josephine / Sebring Lakes	Highlands	Sheet No. 140.0
Lake Osborne Estates	Lake Osborne Estates	Palm Beach	Sheet No. 145.0
Leisure Lakes	Leisure Lakes	Highlands	Sheet No. 155.0
Oakwood	Oakwood	Brevard	Sheet No. 165.0
Sebring Lakes	Lake Josephine / Sebring Lakes	Highlands	Sheet No. 140.1
Sunny Hills	Sunny Hills	Washington	Sheet No. 260.0
The Woods	The Woods	Sumter	Sheet No. 270.0

WASTEWATER RATE BAND 2

Plant

County

Sunny Hills
The Woods

Washington
Sumter

TERRITORY AUTHORITY

<u>County</u>	<u>System Name</u>	<u>Cert.</u>	<u>Order Number</u>	<u>Date</u>	<u>Docket No.</u>	<u>Filing Type</u>
Highlands	Leisure Lakes	422-W	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Highlands	Leisure Lakes	422-W	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Highlands	Leisure Lakes	422-W	22916	05/09/90	891250-WS	Transfer
Highlands	Leisure Lakes	422-W	12879	01/13/84	830336-WS(AP)	Original Certificate
Sumter	Jumper Creek	441-S	PSC-11-0377-PAA-WS	09/12/11	100114-WS	System Acquisition
Sumter	The Woods	441-S	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
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Sumter	The Woods	441-S	PSC-96-0666-FOF-WS	05/14/96	951330-WS	Majority Control
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Sumter	The Woods	441-S	PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer
Sumter	The Woods	441-S	19848	08/22/88	880013-WS	Grandfather Cert.
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Washington	Sunny Hills	435-S	25575	01/07/92	910662-WS	Corporate Reorg.
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Covered Bridge	Leisure Lakes	Highlands	Sheet No. 80.0
Jumper Creek	Jumper Creek	Sumter	Sheet No. 55.0
Leisure Lakes	Leisure Lakes	Highlands	Sheet No. 80.0
Sunny Hills	Sunny Hills	Washington	Sheet No. 130.0
The Woods	The Woods	Sumter	Sheet No. 135.0

WATER RATE BAND 2

Plant

Kingswood
Lake Josephine / Sebring Lakes
Lake Osborne
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Leisure Lakes	Leisure Lakes	Highlands	Sheet No. 155.0
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Sunny Hills	Sunny Hills	Washington	Sheet No. 260.0
The Woods	The Woods	Sumter	Sheet No. 270.0

WASTEWATER RATE BAND 2

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Highlands	Leisure Lakes	422-W	22916	05/09/90	891250-WS	Transfer
Highlands	Leisure Lakes	422-W	12879	01/13/84	830336-WS(AP)	Original Certificate
Sumter	Jumper Creek	441-S	PSC-11-0377-PAA-WS	09/12/11	100114-WS	System Acquisition
Sumter	The Woods	441-S	PSC-06-0973-FOF-WS	11/22/06	060643-WS	Name Change
Sumter	The Woods	441-S	PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
Sumter	The Woods	441-S	PSC-99-0483-FOF-WS	03/08/99	981508-WS	Majority Control
Sumter	The Woods	441-S	PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer
Sumter	The Woods	441-S	PSC-96-0666-FOF-WS	05/14/96	951330-WS	Majority Control
Sumter	The Woods	441-S	PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
Sumter	The Woods	441-S	PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer
Sumter	The Woods	441-S	19848	08/22/88	880013-WS	Grandfather Cert.
Washington	Sunny Hills	435-S	PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer
Washington	Sunny Hills	435-S	PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
Washington	Sunny Hills	435-S	25575	01/07/92	910662-WS	Corporate Reorg.
Washington	Sunny Hills	435-S	22307	12/12/89	881501-WS	Transfer of Control
Washington	Sunny Hills	435-S	18902	02/22/88	870984-WS	Grandfather Cert.

**Richard Fox
Chief Operating Officer**

COMMUNITIES SERVED

<u>Community Name</u>	<u>System Name</u>	<u>County</u>	<u>Territory Description</u>
Covered Bridge	Leisure Lakes	Highlands	Sheet No. 80.0
Jumper Creek	Jumper Creek	Sumter	Sheet No. 55.0
Leisure Lakes	Leisure Lakes	Highlands	Sheet No. 80.0
Sunny Hills	Sunny Hills	Washington	Sheet No. 130.0
The Woods	The Woods	Sumter	Sheet No. 135.0