

From the desk of: Gary Deremer

**5320 Captains Court
New Port Richey, Florida 34652**

August 22, 2013

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

RECEIVED FPSC
13 AUG 26 PM 2:09
COMMISSION
CLERK

RE: Correspondence from Mr. Tom Ballinger, FPSC – Dated 07/17/13e
Brevard Waterworks, Inc. – Certificate No 002-W
System Docket: 130174-WU

Ms. Cole:

Please note the following answers to specific questions asked by Mr. Ballinger related to all system docket noted above

Deficiencies:

- (1) Response Emailed 8/20/13 to Mr. Stan Rieger and Commission Clerk – Hard Copies Attached
- (2) No additional considerations exist outside the Asset Purchase Agreements previously provided.
- (3) All are outlined in the APA attachment schedules – Hard Copies Attached.
- (4) Shareholders of Brevard Waterworks, Inc. funded purchase. No other source utilized.
- (5) An Acquisition Adjustment is hereby requested should rate base at time of purchase be determined to be greater than purchase price. Use of all assets are required to provide uninterrupted service. It is also our plan to improve customer service to the systems impacted by this transfer of ownership by improved efficiency of use of all listed assets. It should also be noted that currently it is anticipated that there will be a need for rate increase filing possibly in 2014, based upon the recent few months of operational experience as stand alone systems (Oakwood and Kingswood) since 3/28/13.
- (6) Income Tax Returns of Previous Owner are available through Aqua. The information represented is not clearly defined as to items that relate specific to the utility systems of

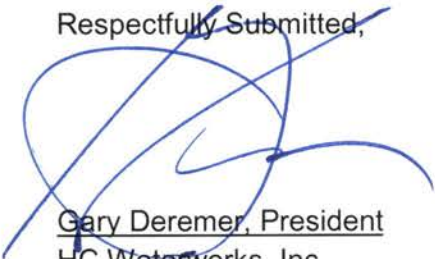
Office: 727-848-8292

concern - as there are no individual tax returns available for each system to my knowledge.

ADDITIONAL:

- (1) Hard Copies Attached.
- (2) Aqua
- (3) Hard Copy enclosed.

Respectfully Submitted,



Gary Deremer, President
HC Waterworks, Inc.
Sunny Hills Utility Company
Jumper Creek Utility Company
The Woods Utility Company
Lake Osborne Waterworks, Inc.
Brevard Waterworks, Inc.

xc: Carl Smith
V. Penick

COMMISSIONERS:
RONALD A. BRISÉ, CHAIRMAN
LISA POLAK EDGAR
ART GRAHAM
EDUARDO E. BALBIS
JULIE I. BROWN

STATE OF FLORIDA



DIVISION OF ENGINEERING
TOM BALLINGER
DIRECTOR
(850) 413-6910

Public Service Commission

July 17, 2013

Mr. Gary A. Deremer, President
Brevard Waterworks, Inc.
5320 Captains Court
New Port Richey, FL 34652

Re: Docket 130174-WU - Application for approval of transfer of Aqua Utilities Florida, Inc.'s water systems and Certificate No. 002-W in Brevard County, Florida

Dear Mr. Deremer:

Your application for the above Application for Approval of Transfer has been received and reviewed by Commission staff. This letter addresses the deficiencies, as well as additional information staff needs to complete its review of the application filed on June 24, 2013.

Deficiencies

1. **Assets and Liabilities.** Rule 25-30.037(2)(g)(2), Florida Administrative Code (F.A.C.), requires a list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities. Please provide a list of the specific assets and liabilities including the dollar amounts allocated to each.
2. **Additional Consideration.** Rule 25-30.037(2)(g)(3), F.A.C., requires a description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, and assumption of obligations. Please provide a description of all consideration between the buyer and the seller.
3. **Contract for Sale.** Rule 25-30.037(2)(h)(2, 3, 4, and 6), F.A.C., requires that the contract for sale include the disposition of any guaranteed revenue contracts, developer agreements, customer advances, and leases. Please provide an explanation for the above-mentioned items

4. **Other Financing Sources.** Rule 25-30.037(2)(k), F.A.C., requires a list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
5. **Acquisition adjustment.** Rule 25-30.037(2)(m), F.A.C., requires a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested.
6. **Income Tax Returns.** Rule 25-30.037(2)(o), F.A.C., requires a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns. Please identify all steps taken by the buyer to obtain copies of the federal income tax returns.

Additional Information

1. **Schedules.** Please refer to the transfer application filed on June 24, 2013. Please provide the following schedules which were referenced, but not provided, in the Asset Purchase Agreement (Exhibit D):
 - (a) Schedule 1.1
 - (b) Schedule 1.1(b)
 - (c) Schedule 1.1(d)
 - (d) Schedule 1.2(f)
 - (e) Schedule 1.2(l)
 - (f) Schedule 1.5(a)(ii)
 - (g) Schedule 6.2
2. **Regulatory Assessment Fees.** Please refer to the transfer application filed on June 24, 2013. Please identify who "owner" refers to in Exhibit E.
3. **Other.** Please provide a three-year projected budget that includes rate base, cost of capital, and net operating income. Please provide all supporting documentation, including information regarding the assumptions and forecasts relied on, as well as work papers.

Mr. Gary A. Deremer

July 10, 2013

Page 3

Your application will not be considered complete until the deficiencies identified in this letter have been corrected. Your response to this letter should be filed with the Commission on or before August 17, 2013. When filing the response, please include the docket number and direct the response to the Ann Cole, Commission Clerk, Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850. If you have any questions please call David G. Jopling at (850) 413-6858 or Ms. Suzanne Brownless at (850) 413- 6218.

Sincerely,



Tom Ballinger
Director of Engineering

TB:DJ:pz

cc: Suzanne Brownless (GCL)
David Jopling (ENG)
Curt Mouring (AFD)
Clarence Prestwood (AFD)
Stan Rieger (ENG)
Lydia Roberts (ECO)
CLK for docket file
I:\Aqua 2013\Docket 130174 Brevard County - dif. letter 07-17-2013.doc

Brevard Waterworks, Inc.
Proposed Operating Proforma
Revision: 6/3/13
2013-2016

04/01/13-03/31/14 04/01/14-03/31/15 04/01/15-03/31/16

	Brevard	Brevard	Brevard	Total for all categories
System Revenues				
Water Revenues:	\$ 115,012.00	\$ 116,277.13	\$ 117,556.18	\$ 348,845.31
Wastewater Revenues:	\$ -	\$ -	\$ -	\$ -
Other Revenues:	\$ 6,245.00	\$ 6,245.00	\$ 6,245.00	\$ 18,735.00
Index on WTR/WST Revenues (Aqua 2012):	\$ 1,150.12	\$ 1,162.77	\$ 1,175.56	\$ 3,488.45
Index = 1.1%	\$ 1,277.78	\$ 1,291.84	\$ 1,306.05	\$ 3,875.67
Proposed Rate Increase	\$ -	\$ 20,100.00	\$ 20,321.10	\$ 40,421.10
Total Utility Revenues:	\$ 123,684.90	\$ 145,076.74	\$ 146,603.89	\$ 415,365.54
Operating Expenses:				
USW O & M Customer Service & Billing - Water	\$ 40,931.93	\$ 41,832.43	\$ 42,752.75	\$ 125,517.11
USW O & M Customer Service & Billing - Wastewater	\$ -	\$ -	\$ -	\$ -
Officer Salaries	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 24,000.00
Chemicals	\$ -	\$ -	\$ -	\$ -
Sludge	\$ -	\$ -	\$ -	\$ -
Bad Debt	\$ 2,473.70	\$ 2,901.53	\$ 2,932.08	\$ 8,307.31
Purchase Water	\$ 71,246.00	\$ 73,383.38	\$ 75,584.88	\$ 220,214.26
Purchased Power	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00
Rents (land, etc.)	\$ -	\$ -	\$ -	\$ -
Sunshine Locates	\$ 300.00	\$ 300.00	\$ 300.00	\$ 900.00
Misc. Expenses	\$ 1,236.85	\$ 1,450.77	\$ 1,466.04	\$ 4,153.66
SCADA/Phones	\$ -	\$ -	\$ -	\$ -
Total Direct Operating Expenses	\$ 125,688.48	\$ 129,368.11	\$ 132,535.74	\$ 387,592.34
Net Operating Revenues Before Other Deductions	\$ (2,003.57)	\$ 15,708.63	\$ 14,068.15	\$ 27,773.20

Note: 1.1% Utilized as Annual Index

Anticipate CPI 2.2% Annually

Estimated - Trends with Revenue

Anticipated Annual Increase of 3% Annually

Estimated - Trends with Revenue

Brevard Waterworks, Inc.
Proposed Operating Proforma
Revision: 6/3/13
2013-2016

04/01/13-03/31/14 04/01/14-03/31/15 04/01/15-03/31/16

	Brevard	Brevard	Brevard	Total for all categories
Allowances for Other Deductions:				\$ -
Legal	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00
FPSC Fee:	\$ 5,565.82	\$ 6,528.45	\$ 6,597.18	\$ 18,691.45
Other Taxes:	\$ 135.00	\$ 135.00	\$ 135.00	\$ 405.00
Assumed Ad Valorem Tax deduction	\$ -	\$ -	\$ -	\$ -
Bank Fees	\$ 50.00	\$ 50.00	\$ 50.00	\$ 150.00
Intrest Cost	\$ -	\$ -	\$ -	\$ -
Federal Accounting	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00
Total Cost:	\$ 10,250.82	\$ 11,213.45	\$ 11,282.18	\$ 32,746.45
				\$ -
				\$ -
Total Available Funds:	\$ (12,254.39)	\$ 4,495.17	\$ 2,785.97	\$ (4,973.25)
				\$ -
Less Estimated Depreciation/R & R Replacement	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 36,000.00
Net Operations	\$ (24,254.39)	\$ (7,504.83)	\$ (9,214.03)	\$ (40,973.25)

Prior to Depreciation and
 Possible CIP

Depreciation Estimated

Acct# 2103046

Brevard Cty

27.00

50.40 D.S.

77.40 total

This instrument prepared by:

Sandra A. Romaszewski, Esq.
Fox Rothschild LLP
2700 Kelly Road, Suite 300
Warrington, PA 18976
(215) 345-7500

After recording, return to:

Stephen C. Booth, Esq.
Booth & Cook, P.A.
7510 Ridge Road
Port Richey, Florida 34668
(727) 842-9105

Consideration: \$7,130.⁰⁰

(space above this line for recording information)

QUITCLAIM DEED

(Brevard County)

THIS QUITCLAIM DEED, effective as the 29th day of March, 2013, by **AQUA UTILITIES FLORIDA, INC.**, a Florida corporation ("Grantor"), whose address is 762 West Lancaster Avenue, Bryn Mawr, Pennsylvania 19010, to **BREVARD WATERWORKS, INC.**, a Florida corporation ("Grantee"), whose address is 5320 Captains Court, New Port Richey, Florida 34652:

Witnesseth, That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto Grantee all right, title, and interest of Grantor, if any, in and to the real estate described on **Exhibit "A"** attached hereto and incorporated herein by this reference located in the County of Brevard, State of Florida.

Subject To real estate taxes and assessments for 2013 and subsequent years; all valid easements, rights-of-way, covenants, conditions, reservations and restrictions of record, if any; and also to applicable zoning, land use, and other laws and regulations.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the proper use, benefit and behoof of Grantee forever.

[signature page follows]

In Witness Whereof, Grantor has signed and sealed this Quitclaim Deed as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Sign: *Christopher Luning*
Print Name: Christopher Luning

Sign: *Carolyn Bailey*
Print Name: CAROLYN BAILEY

GRANTOR:

AQUA UTILITIES FLORIDA, INC.,
a Florida corporation

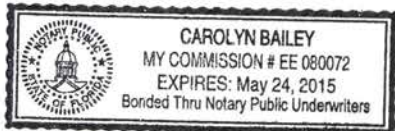
By: *Richard S. Fox*
Name: Richard S. Fox
Its: President

STATE OF FLORIDA

COUNTY OF PASCO

I HEREBY CERTIFY that on this 28th day of March, 2013, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Richard S. Fox, as President of AQUA UTILITIES FLORIDA, INC., a Florida corporation, who is either: personally known to me, or produced *NC dr lic* as identification, who acknowledged to me that he executed the foregoing Quitclaim Deed on behalf of the corporation.

[Notary Seal]



Carolyn Bailey
Notary Public, State of Florida
Name of Notary Public: _____
Commission Expires: _____

EXHIBIT "A"

Parcel No.:

Description

Parcel 1

**Oakwood Manor
Water Treatment Plant**

The North 50 feet of the East 115 feet of Parcel "A", Block 7, OAKWOOD SUBDIVISION, SECTION A, according to the Plat thereof as recorded in Plat Book 16 Page 139, of the Public Records of Brevard County, Florida.

Note: Parcel use descriptions are provided for reference and informational purposes only.

Brevard Cty
18.50

(EXECUTION VERSION)

Return to:
Stephen C. Booth, Esq.
Booth & Cook, P.A.
7510 Ridge Road
Port Richey, Florida 34668
(727) 842-9105

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that **Aqua Utilities Florida, Inc.**, a Florida corporation ("**Seller**"), for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by **Brevard Waterworks, Inc.**, a Florida corporation ("**Buyer**"), the receipt of which is hereby acknowledged pursuant to the Asset Purchase Agreement, dated March 19, 2013, by and between Buyer and Seller (the "**Purchase Agreement**"), hereby grants, sells, assigns, and conveys to Buyer, effective as of 12:01 a.m. (EDT) on March 29, 2013 (the "**Effective Time**"), all of its right, title, and interest in and to all of its personal property, both tangible or intangible, of the Assets, as such term is defined in the Purchase Agreement, including, but not limited to, the following:

- (a) all of the land, buildings, pipes, pipelines, wells, treatment equipment and facilities, pumping stations, storage tanks and facilities, standpipes, fire hydrants, improvements, fixtures, rights-of-way, rights, uses, licenses and easements owned by Seller relating to the Assets, or in which Seller has an interest, and all hereditaments, tenements and appurtenances belonging or appertaining thereto;
- (b) all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the Assets and listed on Schedule 1.1(b) to the Purchase Agreement; and
- (c) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the utility services provided by Seller in the Service Area; provided, however, that confidential business records of Seller are specifically excluded as provided in Section 1.2 to the Purchase Agreement.

Notwithstanding the foregoing, Seller does not hereby convey to Buyer those certain Excluded Assets, as described in Section 1.2 of the Purchase Agreement and Schedule 1.2(I) to the Purchase Agreement.

Seller represents and warrants that it is providing all of its ownership interest in and to the above-referenced property and has removed or provided for the removal of all liens, security interests, or encumbrances, other than such liens, security interests, or encumbrances as may be listed in Seller's Schedules to the Purchase Agreement.


(EXECUTION VERSION)

All capitalized terms utilized herein, and not otherwise defined herein, shall have the meanings ascribed thereto in the Purchase Agreement. The terms and conditions contained in the Purchase Agreement are incorporated herein by reference.

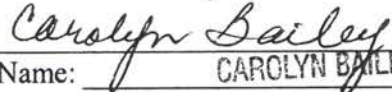
IN WITNESS WHEREOF, this instrument is executed on the 28th day of March, 2013, but shall become effective as of the Effective Time on the 29th day of March, 2013.

Witnessed:

AQUA UTILITIES FLORIDA, INC.,
a Florida corporation


Print Name: Christopher P. Lewis

By: 
Richard S. Fox, President



Print Name: CAROLYN BAILEY

STATE OF FLORIDA

COUNTY OF PASCO

This instrument was acknowledged before me this 28th day of March, 2013, by Richard S. Fox, as President of Aqua Utilities Florida, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced NC dr lic as identification.



By: 
Notary Public, State of Florida
Print: _____

Brevard. by
44.00

(EXECUTION VERSION)

After recording, return to:
Stephen C. Booth, Esq.
Booth & Cook, P.A.
7510 Ridge Road
Port Richey, Florida 34668
(727) 842-9105

Prepared by: S. Romaszewski, Esq.
Fox Rothschild LLP, 2700 Kelly Rd
Ste. 300, Warrington PA 18976

**ASSIGNMENT OF EASEMENTS
(BREVARD COUNTY)**

THIS ASSIGNMENT OF EASEMENTS (this "**Assignment**") is made this 29th day of March, 2013, by **AQUA UTILITIES FLORIDA, INC.**, a Florida corporation ("**Assignor**"), to **BREVARD WATERWORKS, INC.**, a Florida corporation ("**Assignee**"). Capitalized terms not defined herein shall have the meaning(s) ascribed to them in that certain Asset Purchase Agreement, dated March 19, 2013 (the "**Purchase Agreement**").

WHEREAS, among the Assets owned by Assignor and intended to be conveyed to Assignee, in accordance with the Purchase Agreement, are the rights of Assignor under those certain rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and other rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor in connection with the construction, reconstruction, installation, expansion, operation, and maintenance of the Water Systems, as described and set forth in the Purchase Agreement (the "**Easements**"); and

WHEREAS, Assignor has agreed to transfer to Assignee all of the rights, title and interest of Assignor as grantee under the Easements, including, but not limited to, those certain Easements described in **Exhibit "A"** attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignor hereby quitclaims, conveys and assigns unto Assignee all right, title and interest of Assignor, if any, in the Easements, together with all other recorded or unrecorded rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and other rights to use public and private roads, highways, canals, streets, railroads and other areas owned or used by Assignor in connection with (a) the construction, reconstruction, installation, expansion, maintenance, ownership, and operation of the Water Systems or (b) the Assets; provided, however, that, other than as contained in the Purchase Agreement, Assignor makes no additional representation or warranty herein regarding the Easements.

(EXECUTION VERSION)

2. Assignee hereby accepts the transfer and assignment of the Easements as set forth in Paragraph 1 herein, and assumes the performance, obligations, and duties of Assignor under such Easements as of the date hereof. Except as otherwise set forth in the Purchase Agreement, Assignor shall have no liability or obligation with respect to the Easements after the date hereof, other than that attributable to the period prior to the date hereof. Assignor shall indemnify and hold Assignee harmless from and against any loss, claims, costs and expenses arising in connection with the Easements prior to the date hereof. Assignee shall indemnify and hold Assignor harmless from and against any loss, claims, costs and expenses arising in connection with the Easements upon and after the date hereof.

3. Assignor covenants and agrees with Assignee that Assignor will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further acts, instruments, papers and documents, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment.

4. This Assignment shall inure to the benefit of Assignee, its successors and permitted assigns, and shall bind Assignor and its successors and permitted assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

5. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within that State.

6. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

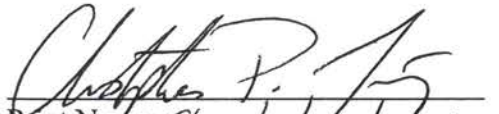
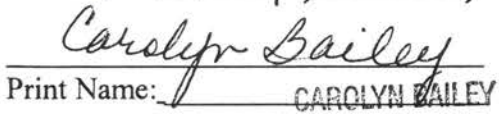
7. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.

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(EXECUTION VERSION)

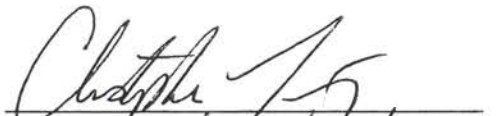
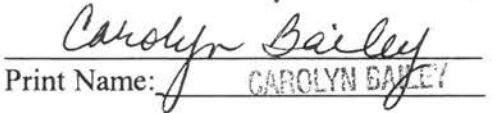
IN WITNESS WHEREOF, this instrument is executed on the 28th day of March, 2013, but shall become effective as of 12:01 a.m. on the 29th day of March, 2013.

WITNESS:

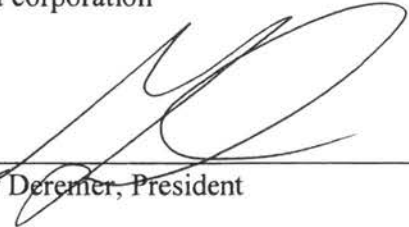

Print Name: Christopher Lewis

Print Name: CAROLYN BAILEY

AQUA UTILITIES FLORIDA, INC.,
a Florida corporation

By: 
Richard S. Fox, President


Print Name: Christopher Lewis

Print Name: CAROLYN BAILEY

BREVARD WATERWORKS, INC.,
a Florida corporation

By: 
Gary Deremer, President

(EXECUTION VERSION)

STATE OF FLORIDA
COUNTY OF PASCO

This instrument was acknowledged before me this 28th day of March, 2013, by Richard S. Fox, as President of Aqua Utilities Florida, Inc., a Florida corporation, on its behalf.



Carolyn Bailey
Notary Public State of Florida

(Print, Type or Stamp Commissioned Name)

Personally Known OR Produced Identification
Type of Identification Produced NC dr li

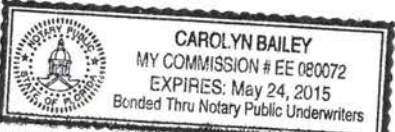
STATE OF FLORIDA
COUNTY OF PASCO

This instrument was acknowledged before me this 28th day of March, 2013, by Gary Deremer, as President of Brevard Waterworks, Inc., a Florida corporation, on its behalf.

Carolyn Bailey
Notary Public State of Florida

(Print, Type or Stamp Commissioned Name)

Personally Known OR Produced Identification
Type of Identification Produced _____



(EXECUTION VERSION)

EXHIBIT "A"

THE EASEMENTS

AQUA UTILITIES FLORIDA, INC.

1. That certain Agreement by and between M.K.M. Development Corporation and Southern States Utilities, Inc. recorded in Official Records Book 507, Page 376 of the Public Records of Brevard County, Florida.
2. That certain Exclusive Franchise Agreement by and between Sea Coast Construction Corp. and Southern States Utilities, Inc. recorded in Official Records Book 596, Page 289 of the Public Records of Brevard County, Florida.
3. All other Easements owned or possessed by Aqua Utilities Florida, Inc. that are necessary for the use of the Assets.

ASSIGNMENT AND ASSUMPTION OF DEVELOPER AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPER AGREEMENTS (this "Assignment"), is made this 29th day of March, 2013, by and between **AQUA UTILITIES FLORIDA, INC.**, a Florida corporation ("Assignor"), and **BREVARD WATERWORKS, INC.**, a Florida corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has conveyed to Assignee, pursuant to that certain Asset Purchase Agreement, dated March 19, 2013 (the "**Purchase Agreement**"), all of its real and personal property, both tangible and intangible, that comprise the Assets in connection with the Water Systems. All capitalized terms not defined herein shall have the meaning(s) ascribed to them in the Purchase Agreement;

WHEREAS, the Assets owned by Assignor and intended to be conveyed to Assignee, in accordance with the Purchase Agreement, include the rights of Assignor as the grantee under all developer agreements which are assumed by Assignee pursuant to the Purchase Agreement, including, but not limited to, those certain developer agreements identified on **Exhibit "A"** attached hereto and made a part hereof (the "**Developer Agreements**"); and

WHEREAS, Assignor and Assignee wish to provide for the assignment of rights and duties contained in the Developer Agreements.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with \$10.00, and other good and valuable consideration exchanged between the parties, the parties do undertake, promise and agree for themselves, their permitted successors and assigns as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. Assignor hereby conveys and assigns unto Assignee all right, title and interest of Assignor in the Developer Agreements, together with all other related recorded or unrecorded rights, privileges, agreements, development credits, if any, and any other rights in connection with the construction, reconstruction, expansion, and development of the Assets within the Water Systems.
3. Except as otherwise set forth in the Purchase Agreement, Assignee hereby accepts the transfer and assignment of the Developer Agreements as set forth in Paragraph 2 herein, and assumes the performance, obligations, and duties under such Developer Agreements as of the date hereof. Except as otherwise set forth in the Purchase Agreement, Assignor shall have no

(EXECUTION VERSION)

liability or obligation with respect to the Developer Agreements after the date hereof, other than that attributable to the period prior to the date hereof.

4. Assignor covenants and agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further acts, instruments, papers and documents, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment.

5. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their successors and assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

6. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within that State.

7. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

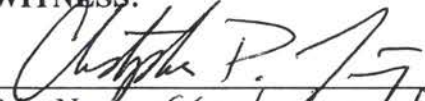
8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.


(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

(EXECUTION VERSION)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed on the date acknowledged below, but this Assignment shall be effective as of the day and year first above written.

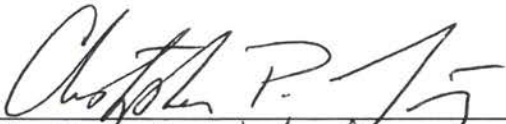
WITNESS:


Print Name: Christopher Tunney


Print Name: CAROLYN BAILEY

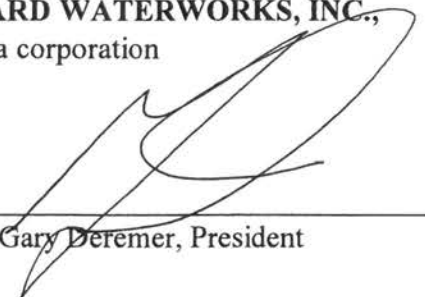
AQUA UTILITIES FLORIDA, INC.,
a Florida corporation

By: 
Richard S. Fox, President


Print Name: Christopher Tunney


Print Name: CAROLYN BAILEY

BREVARD WATERWORKS, INC.,
a Florida corporation

By: 
Gary Deremer, President

(EXECUTION VERSION)

STATE OF FLORIDA

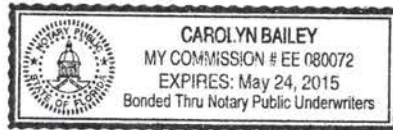
COUNTY OF PASCO

This instrument was acknowledged before me this 28th day of March, 2013, by Richard S. Fox, as President of Aqua Utilities Florida, Inc., a Florida corporation, on its behalf.

Carolyn Bailey
Notary Public
State of Florida

(Print, Type or Stamp Commissioned Name)

Personally Known **OR** Produced Identification
Type of Identification Produced NC dr lic



STATE OF FLORIDA

COUNTY OF PASCO

This instrument was acknowledged before me this 28th day of March, 2013, by Gary Deremer, as President of Brevard Waterworks, Inc., a Florida corporation, on its behalf.

Carolyn Bailey
Notary Public
State of Florida

(Print, Type or Stamp Commissioned Name)

Personally Known **OR** Produced Identification
Type of Identification Produced _____



EXHIBIT "A"

DEVELOPER AGREEMENTS

Aqua Utilities Florida, Inc.

1. That certain Utility Agreement by and between DCB/Woodside Melbourne, LTD and General Development Utilities dated January 30, 1987.

**ASSIGNMENT AND ASSUMPTION OF PERMITS
AND GOVERNMENTAL APPROVALS**

THIS ASSIGNMENT AND ASSUMPTION OF PERMITS AND GOVERNMENTAL APPROVALS (this "Assignment") is made and entered into this 29th day of March, 2013, by and between **AQUA UTILITIES FLORIDA, INC.**, a Florida corporation ("Assignor"), and **BREVARD WATERWORKS, INC.**, a Florida corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has as of this date conveyed to Assignee, pursuant to that certain Asset Purchase Agreement, dated March 19, 2013 (the "**Purchase Agreement**"), all of its real and personal property, both tangible and intangible, that comprise the Assets in connection with the Water Systems. All capitalized terms not defined herein shall have the meaning(s) ascribed to them in the Purchase Agreement;

WHEREAS, included within the Assets Assignor intends to convey to Assignee, and Assignee intends to accept, are all of Assignor's rights and obligations under all of Assignor's certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds of the Water Systems, and all rights to construct, maintain and operate the Water Systems and its plants and systems for the procuring, treatment, storage and distribution of potable and irrigation water, and for reclaimed water if any exist, and the collections and disposal of wastewater, including irrigation water, and for reclaimed water if any exist, and every right of every character whatever in connection therewith, and the obligations thereof; all water rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to Assignor under any of the foregoing, made available by or under the authority of any governmental body or pursuant to any legal requirement, to the extent they are assignable, including but not limited to, rights identified on **Exhibit "A"** attached hereto and made a part hereof (collectively, the "**Permits**"); and

WHEREAS, Assignor and Assignee wish to provide for the assignment of rights and duties contained in the Permits.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with \$10.00 and other good and valuable consideration exchanged between the parties, the parties do undertake, promise and agree for themselves, their permitted successors and assigns as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. Assignor hereby, conveys and assigns unto Assignee, its successors and assigns, all right, title and interest of Assignor in the Permits, together with all other related recorded or unrecorded certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds, and any other governmental approvals in connection with the

Water Systems and the Assets to the extent that such Permits and other related recorded or unrecorded certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds, and any other governmental approvals are transferrable; provided however, that, other than as contained in the Purchase Agreement, Assignor makes no representation or warranty that the Permits are legally sufficient.

3. Between the execution date of the Purchase Agreement and the date of this Assignment, Assignor has complied with all legal requirements applicable to the Permits. Except as otherwise set forth in the Purchase Agreement, Assignee hereby accepts the transfer and assignment of the Permits as set forth in Paragraph 2 herein, and assumes the performance, obligations, duties and liabilities of Assignor under such Permits as of the date hereof. As of the date of this Assignment, and pursuant to the Purchase Agreement, Assignor's obligations and responsibilities to act under such Permits shall cease and terminate and Assignor shall have no further liabilities or obligations with respect to the Permits, except for those obligations and responsibilities which accrued prior to the date of this Assignment. Assignor shall indemnify and hold Assignee harmless from and against any loss, claims, costs and expenses arising in connection with the Permits attributable to the period prior to the date hereof. Assignee shall indemnify and hold Assignor harmless from and against any loss, claims, costs and expenses arising in connection with the Permits attributable to the period after the date hereof, to the extent permitted by law without waiver of sovereign immunity.

4. Assignor covenants and agrees with Assignee and its successors and assigns that Assignor will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further acts, instruments, papers and documents, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment. Further, Assignor hereby irrevocably constitutes and appoints Assignee and its successors and assigns the true and lawful attorneys for Assignor to do all acts and things necessary under and pursuant to the Permits in Assignee with like power and as fully as Assignor could or might have done.

5. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their successors and assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

6. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within that State.

7. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

(EXECUTION VERSION)

8. This Assignment incorporates the Purchase Agreement and by reference all definitions, terms, provisions, conditions and limitations set forth therein. In the event of any conflict or inconsistency between the Purchase Agreement and the definitions, terms, provisions, conditions and limitations set forth therein and those which are set forth in this Assignment, the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement shall supersede and prevail.

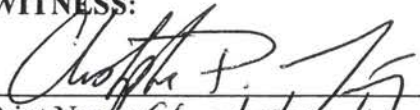
9. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.


(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

(EXECUTION VERSION)


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and entered into on the date first above written.


WITNESS:


Print Name: Christopher Bailey


Print Name: CAROLYN BAILEY

AQUA UTILITIES FLORIDA, INC.,
a Florida corporation

By: 
Richard S. Fox, President


Print Name: Christopher Bailey


Print Name: CAROLYN BAILEY

BREVARD WATERWORKS, INC.,
a Florida corporation

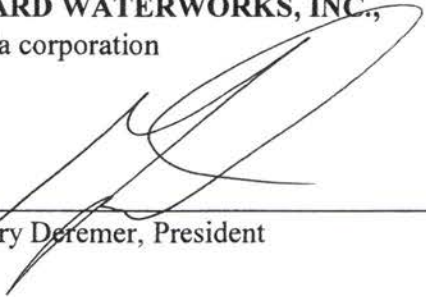
By: 
Gary Deremer, President

EXHIBIT "A"

GOVERNMENTAL AUTHORIZATIONS

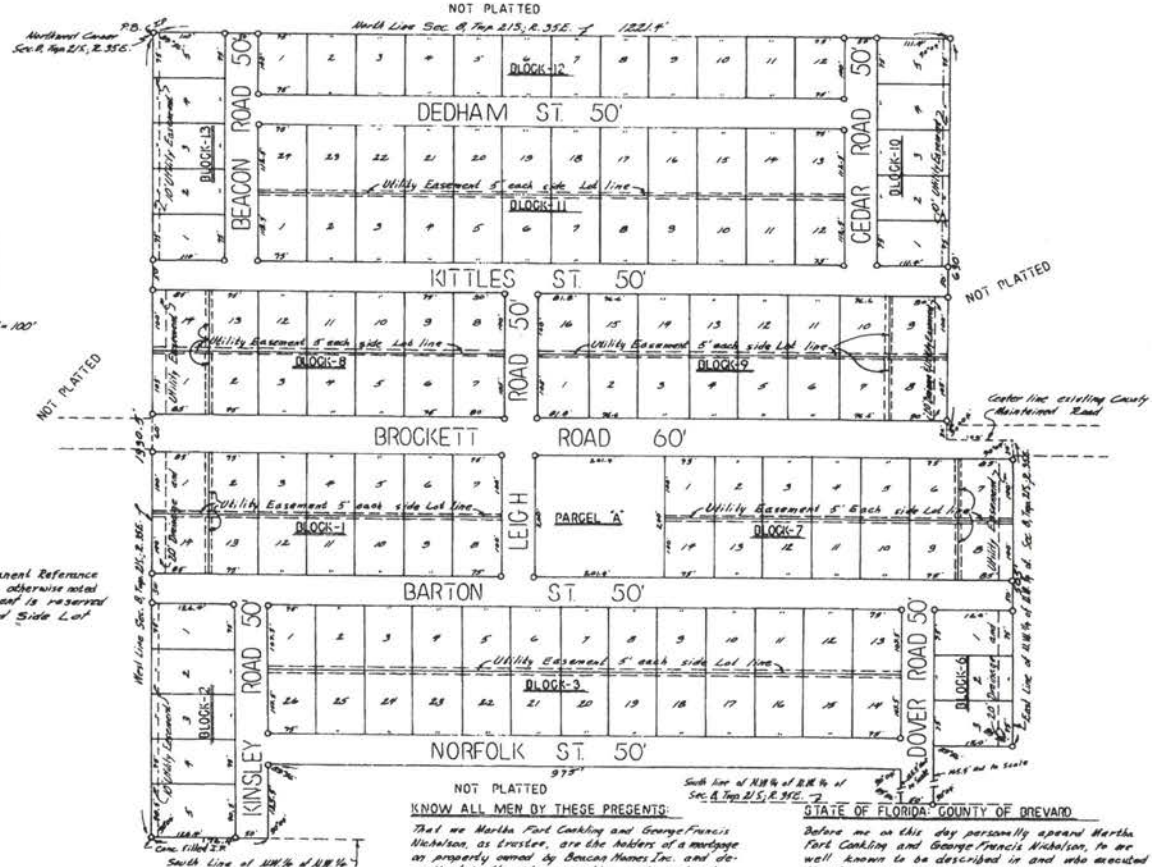
1. Public Water System DEP Identification Number 3054101 for Kingswood Manor (Consecutive to Mims Water Treatment/North Brevard).
2. Public Water System DEP Identification Number 3054100 for Oakwood Manor (Consecutive to Mims Water Treatment/North Brevard).

OAKWOOD SUBDIVISION IN BREVARD COUNTY, FLORIDA

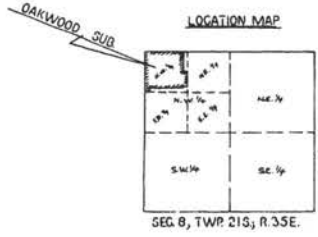
Exempt. Closed. ORB 784-337
467-140

SECTION 'A' (BU-1 & TRAILER ZONING)

Being a Subdivision of the following described property: Begin at the N.W. Corner of Section 8, Township 21 South, Range 35 East, thence Southwesterly along the West line of said Sec. 8, 1332.5 feet to the South line of the N.W. 1/4 of N.W. 1/4 of said Sec. 8, thence Easterly along said South line 178.9 feet; thence Northerly and parallel to the West line of said Sec. 8, 28.5 feet; thence Easterly and parallel to the aforesaid South line 375 feet through parcels to the West line of said Sec. 8, 28.5 feet to the aforesaid South line 20 feet; to the East line of said N.W. 1/4 of N.W. 1/4 of said Sec. 8, thence Northerly along said East line 505 feet to the center line of Brockett Road (an existing County maintained road); thence Westerly along said center line 100 feet; thence Northerly parallel to the West line of said Sec. 8, 630 feet to the North line of said Sec. 8, thence Westerly along said North line 1221.9 feet to the point of beginning, all of the above property being in the N.W. 1/4 of N.W. 1/4, Sec. 8, Twp. 21 S., R. 35 E. and containing 35.4 acres more or less.



- Notes:**
1. Denotes Permanent Reference Monument unless otherwise noted.
 2. A 5' Utility Easement is reserved on all Rear and Side Lot Lines.



KNOW ALL MEN BY THESE PRESENTS:

That Beacon Names Inc., the owners of the herein described lands, has caused to be made the attached plat of Oakwood Subdivision the same being a subdivision of part of the N.W. 1/4 of the N.W. 1/4 of Sec. 8, Twp. 21 S., R. 35 E.; containing a total of 35.4 Acres more or less.

That the lands and tracts shown on the attached plat are hereby dedicated to the perpetual use of the public for the purposes herein stated and that no lot as shown on the attached plat shall be divided or resubdivided unless portions of said lot are used to increase the size of the adjacent lots as shown on said plat and to separate ownership other than in conjunction with a whole lot.

That this plat is to be BU-1 and Trailer Zoning Classification.

Witness our hands and corporate seal this 8th day of June 1962, A.D.

BEACON NAMES INC.

By John B. Schlemmer Attest: John F. Schlemmer
 John B. Schlemmer, Secretary John F. Schlemmer, President

STATE OF FLORIDA: COUNTY OF BREVARD:

Before me on this day personally appeared Leigh A. Schlemmer and John F. Schlemmer, Vice Pres. and Asst Sec. respectively of Beacon Names Inc., to me well known to be described in and who executed the foregoing instrument and who upon being duly sworn acknowledged, that they executed the same freely and voluntarily as officers of said corporation; that they affixed thereto the official seal and signature of the said corporation and with the authority of the Board of Directors of said corporation and that is the free act and deed of said corporation.

Witness my hand and Notarial Seal this 8th day of June 1962, A.D.

My Commission Expires 1/25/63

John F. Schlemmer
 Notary Public, State of Florida

CERTIFICATE OF SURVEYOR:

I hereby certify that this plat is made from an actual survey made under my direction, that it is a correct representation of the land platted, and that Personal Reference Monuments have been placed as called for under Chapter 177, Florida Statutes.

Dated this 11th day of June 1962, A.D.

William E. Sanger
 William E. Sanger, Esq.
 122 Canal St., New Smyrna Beach, Fla.

CERTIFICATE OF COUNTY ENGINEER:

This plat of Oakwood Sub. is hereby approved by the accepted representatives of the Board of County Commissioners of Brevard Co., Fla.

Dated this 21st day of June 1962, A.D.

John T. Greiss
 County Engineer, Brevard County, Florida.

CERTIFICATE OF COUNTY COMMISSION:

This is to certify, that on 6-21-62 the foregoing plat was approved by the Board of County Commissioners of Brevard Co., Fla.

John T. Greiss
 Chairman of Board of County Commissioners

CERTIFICATE OF ZONING COMMISSION:

This is to certify, that on June 20, 1962 the Zoning Commission of the above Municipality approved the foregoing plat.

CERTIFICATE OF CLERK OF CIRCUIT COURT:

I hereby certify that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes.

Filed for record on 6/23/62 at 10:58 AM File # 62-111

Robert R. Berman
 Clerk of Circuit Court
 in and for Brevard Co., Fla.

Drawn by: G. C. Clark

KNOW ALL MEN BY THESE PRESENTS:

That we Martha Fort Conkling and George Francis Nicholson, as trustee, are the holders of a mortgage as properly owned by Beacon Names Inc. and described in the above caption and we hereby agree to the property being subdivided by Beacon Names Inc. as shown on this plat.

Witness our hand this 8th day of June 1962, A.D.

Martha Fort Conkling George Francis Nicholson
 Martha Fort Conkling George Francis Nicholson

STATE OF FLORIDA: COUNTY OF BREVARD:

Before me on this day personally appeared Martha Fort Conkling and George Francis Nicholson, to me well known to be described in and who executed the foregoing instrument and who upon being duly sworn acknowledged, that they executed the same freely and voluntarily as trustee of said mortgage.

Witness my hand and Notarial Seal this 8th day of June 1962, A.D.

My Commission Expires 1/25/63

John F. Schlemmer
 Notary Public, State of Florida

(EXECUTION VERSION)

SCHEDULES

TO

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

BREVARD WATERWORKS, INC.,

AS BUYER,

AND

AQUA UTILITIES FLORIDA, INC.,

AS SELLER

DATED MARCH 19, 2013

INDEX OF SCHEDULES

Schedule 1.1	Assets of Aqua Utilities Florida, Inc.
Schedule 1.1(b)	Assumed Contracts, Leases, Easements, and Governmental Authorizations
Schedule 1.2(f)	Excluded Contracts, Leases, Easements, and Governmental Authorizations
Schedule 1.2(l)	Excluded Rights, Properties and Assets
Schedule 1.5(a)(ii)	Assumed Liabilities
Schedule 6.2	Exceptions to Seller's Representations and Warranties (Other than Compliance with Environmental Laws)
Schedule 6.3	Exceptions to Seller's Representations and Warranties with Respect to Compliance with Environmental Laws

Schedule 1.1

Assets of Aqua Utilities Florida, Inc.

1. Parcel No. 21-35-08-25-00007.0-000A.01.
2. All other assets listed on the attachment hereto.

Schedule 1.1(b)

Assumed Contracts, Leases, Easements, and Governmental Authorizations

A. Contracts

1. That certain Utility Agreement by and between DCB/Woodside Melbourne, LTD and General Development Utilities dated January 30, 1987.

B. Leases

None.

C. Easements

1. That certain Agreement by and between M.K.M. Development Corporation and Southern States Utilities, Inc. recorded in Official Records Book 507, Page 376 of the Public Records of Brevard County, Florida.
2. That certain Exclusive Franchise Agreement by and between Sea Coast Construction Corp. and Southern States Utilities, Inc. recorded in Official Records Book 596, 289 of the Public Records of Brevard County, Florida.

D. Governmental Authorizations

1. Public Water System DEP Identification Number 3054101 for Kingswood Manor (Consecutive to Mims Water Treatment/North Brevard).
2. Public Water System DEP Identification Number 3054100 for Oakwood Manor (Consecutive to Mims Water Treatment/North Brevard).

Schedule 1.2(f)

Excluded Contracts, Leases, Easements, and Governmental Authorizations

None.

Schedule 1.2(l)

Excluded Rights, Properties and Assets

None.

Schedule 1.5(a)(ii)

Assumed Liabilities

None.

Schedule 6.2

**Exceptions to Seller's Representations and Warranties
(Other than Compliance with Environmental Laws)**

A. Undisclosed Liabilities

None.

B. Other Parties

None.

C. Rights to Facilities

None.

D. Compliance with Law

None.

Schedule 6.3

**Exceptions to Seller's Representations and Warranties
with Respect to Compliance with Environmental Laws**

A. Compliance with Law

None.

B. Adequacy of Permits

None.

BREVARD - Oakwood - WATER ONLY

asset_id	asset_location	book_schem	business_se	company	ldg_description	eng_in_se	rl_account	in_service	ldg_long_description	property_group	retirement_unit	serial_number	utility_account	vintage	ldg_work_order_num	month	quantity	book_cost	allocated_res	net_book_v
5057202	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	34669	271-CIAC-Non	38139	FWS upload vintage year restatement	Other Equipment	Other Tangible Plant		331400-T&D Mains	1994	CONVERSION	11/2012	0	-2,705.00	-0.28	-2,704.72
4259309	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	38991	CIAC	CIAC	CIAC		331400-T&D Mains	2006	33640238476	11/2012	0	-446.00	-0.02	-445.98
4654871	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	39326	CIAC	CIAC	CIAC		334400-Meters & M	2006	33640238476	11/2012	0	-90.00	-18.58	-71.42
4737789	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	39448	CIAC	CIAC	CIAC		334400-Meters & M	2006	33640238476	11/2012	0	-90.00	-18.58	-71.42
4259306	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	38991	CIAC	CIAC	CIAC		333400-Services	2006	33640238476	11/2012	0	-143.00	-19.40	-123.60
4654873	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	39326	CIAC	CIAC	CIAC		320300-Water Trea	2006	33640238476	11/2012	0	-700.00	-381.10	-318.90
4737792	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	39448	CIAC	CIAC	CIAC		331400-T&D Mains	2006	33640238476	11/2012	0	-446.00	-0.02	-445.98
4259308	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	38991	CIAC	CIAC	CIAC		320300-Water Trea	2006	33640238476	11/2012	0	-700.00	-381.10	-318.90
4388002	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	38139	271-CIAC-Non	38139	FL Conversion	Other Equipment	Other Tangible Plant		333400-Services	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
4388001	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	38139	271-CIAC-Non	38139	FL Conversion	Other Equipment	Other Tangible Plant		331400-T&D Mains	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
4388003	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	38139	271-CIAC-Non	38139	FL Conversion	Other Equipment	Other Tangible Plant		334400-Meters & M	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
4654870	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	39326	CIAC	CIAC	CIAC		331400-T&D Mains	2006	33640238476	11/2012	0	-446.00	-0.02	-445.98
4737793	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	39448	CIAC	CIAC	CIAC		320300-Water Trea	2006	33640238476	11/2012	0	-700.00	-381.10	-318.90
4259307	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	38991	CIAC	CIAC	CIAC		334400-Meters & M	2006	33640238476	11/2012	0	-90.00	-18.58	-71.42
4654872	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	39326	CIAC	CIAC	CIAC		333400-Services	2006	33640238476	11/2012	0	-143.00	-19.40	-123.60
5590205	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	40179	CIAC	CIAC	CIAC		334400-Meters & M	2006	33640238476	11/2012	0	-210.00	-43.35	-166.65
4684865	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	39387	CIAC	CIAC	CIAC		331400-T&D Mains	2006	33640238476	11/2012	0	-461.60	-0.02	-461.58
4737794	Oakwood - Water	all	1-Water	Aqua Florida	CIAC	39021	271-CIAC-Non	39448	CIAC	CIAC	CIAC		333400-Services	2006	33640238476	11/2012	0	-143.00	-19.40	-123.60
12037448	Oakwood - Water	all	1-Water	Aqua Florida	Blanket Distr Ln Repl-Oakwood	41091	106-Complete	41091	Blanket Distr Ln Repl-Oakwood	Non-Utilized	Non-Utilized		331400-T&D Mains	2012	33101195783	11/2012	3	242.89	3.72	239.17
8380222	Oakwood - Water	all	1-Water	Aqua Florida	Blanket Distr Ln Repl-Oakwood	40787	106-Complete	40787	Blanket Distr Ln Repl-Oakwood	Non-Utilized	Non-Utilized		331400-T&D Mains	2011	33101195783	11/2012	0	0.00	0.00	0.00
10204103	Oakwood - Water	all	1-Water	Aqua Florida	Blanket Serv & Meters-Oakwood	40909	106-Complete	40909	Blanket Serv & Meters-Oakwood	Non-Utilized	Non-Utilized		333400-Services	2012	33101100363	11/2012	0	0.00	0.00	0.00
4387664	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	38139	101-Utility Plan	38139	FL Conversion	Other Equipment	Other Tangible Plant		334400-Meters & M	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
11825680	Oakwood - Water	all	1-Water	Aqua Florida	Work Order Addition	41061	101-Utility Plan	40909	Meter:Unspecified size:	Meters	Meter:Unspecified si	130.	334400-Meters & M	2012	33101100363	11/2012	1	136.57	2.93	133.64
4144901	Oakwood - Water	all	1-Water	Aqua Florida	Replace 6' of 4" water main	38533	101-Utility Plan	38838	Replace 6' of 4" water main	Mains	Mains:Ductile Iron (4" & under)		331400-T&D Mains	2005	33640234761	11/2012	6	2,200.39	379.24	1,821.15
4803712	Oakwood - Water	all	1-Water	Aqua Florida	10 LF of 1" service line replaced	39416	101-Utility Plan	39539	10 LF of 1" service line replaced	Service Lines	Service Line:Unspecified size		333400-Services	2007	33640206402	11/2012	1	1,185.79	343.49	842.30
5564673	Oakwood - Water	all	1-Water	Aqua Florida	1 EA Service line 1 HDPE 120LF	40269	101-Utility Plan	40269	1 EA Service line 1 HDPE 120LF	Service Lines	Service Line:1"		333400-Services	2010	33640206402	11/2012	1	1,404.27	181.48	1,222.79
8666754	Oakwood - Water	all	1-Water	Aqua Florida	Work Order Addition	40817	101-Utility Plan	40544	Mains:Ductile Iron (6, 8, & 10")	Mains	Mains:Ductile Iron (6, 8, & 10")		331400-T&D Mains	2011	33101195783	11/2012	100	362.39	17.17	345.22
4388287	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	38139	101-Utility Plan	38139	FL Conversion	Other Equipment	Other Tangible Plant		303000-Land & Lan	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
5559456	Oakwood - Water	all	1-Water	Aqua Florida	Work Order Addition	40602	101-Utility Plan	40573	Backflow Prevention Device	Backflow Prevention	Backflow Prevention Device		336400-Backflow Pr	2011	33101173431	11/2012	1	5,381.99	659.38	4,706.21
4387661	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	38139	101-Utility Plan	38139	FL Conversion	Intangible Plant	Other Intangible Plant		302100-Franchises	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
4387663	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	38139	101-Utility Plan	38139	FL Conversion	Other Equipment	Other Tangible Plant		333400-Services	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
5056545	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	34669	101-Utility Plan	38139	FWS upload vintage year restatement	Intangible Plant	Other Intangible Plant		302100-Franchises	1994	CONVERSION	11/2012	0	542.00	313.61	228.39
5057099	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	34669	101-Utility Plan	38139	FWS upload vintage year restatement	Other Equipment	Other Tangible Plant		331400-T&D Mains	1994	CONVERSION	11/2012	0	7,096.75	7,096.75	0.00
5057333	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	34669	101-Utility Plan	38139	FWS upload vintage year restatement	Other Equipment	Other Tangible Plant		333400-Services	1994	CONVERSION	11/2012	0	4,185.75	4,122.43	63.32
5368317	Oakwood - Water	all	1-Water	Aqua Florida	1 Ea. Service line 1" - 40 LF and 2"	39416	101-Utility Plan	40179	1 Ea. Service line 1" - 40 LF and 2" casing	Service Lines	Service Line:Unspecified size		333400-Services	2007	33640206402	11/2012	1	1,525.10	441.77	1,083.33
10414597	Oakwood - Water	all	1-Water	Aqua Florida	Work Order Addition	40940	101-Utility Plan	40909	Mains:Plastic, PVC, or HDPE (4" & under)	Mains	Mains:Plastic/PVC/HDPE (4" & under)		331400-T&D Mains	2012	33101195783	11/2012	45	1,789.24	93.63	1,695.61
4145271	Oakwood - Water	all	1-Water	Aqua Florida	2 - meter boxes & meter connection	38717	101-Utility Plan	38838	2 - meter boxes & meter connection parts	Meters	Meter:Unspecified size		334400-Meters & M	2005	33640225844	11/2012	1	172.42	59.86	112.56
4146196	Oakwood - Water	all	1-Water	Aqua Florida	Mains	38322	101-Utility Plan	38838	Order as of 06/30/04.	Mains	Mains:Unspecified size/type		331400-T&D Mains	2004	W0056	11/2012	0	111.00	106.68	4.32
4147813	Oakwood - Water	all	1-Water	Aqua Florida	Oakwood WTF building demolition	38525	101-Utility Plan	38838	Oakwood WTF building demolition	Structures & Improv	Site Improvement		304000-Structures	2005	33640239610	11/2012	0	5,094.50	1,131.85	3,962.65
8666749	Oakwood - Water	all	1-Water	Aqua Florida	Work Order Addition	40817	101-Utility Plan	40544	Mains:Asbestos Cement (4" & under)	Mains	Mains:Asbestos Cem: Replace 4" - 4" Water		331400-T&D Mains	2011	33101195783	11/2012	4	2,745.93	444.19	2,301.74
5368314	Oakwood - Water	all	1-Water	Aqua Florida	Relocate 2 meters on Brockett St	39416	101-Utility Plan	40179	Relocate 2 meters on Brockett St	Meters	Meter:5/8"		334400-Meters & M	2007	33640206402	11/2012	1	1,265.73	320.95	944.78
8019498	Oakwood - Water	all	1-Water	Aqua Florida	Work Order Addition	40725	101-Utility Plan	40544	Service Line:3/4"	Service Lines	Service Line:3/4"		333400-Services	2011	33101100363	11/2012	1	1,739.25	131.76	1,607.49
4684104	Oakwood - Water	all	1-Water	Aqua Florida	227 - 5/8 x 3/4" RF meters, connect	39416	101-Utility Plan	39387	227 - 5/8 x 3/4" RF meters, connection materials and installation	Meters	Meter:5/8"		334400-Meters & M	2007	33640206402	11/2012	127	37,957.89	9,624.98	28,332.91
5056701	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	34669	101-Utility Plan	38139	FWS upload vintage year restatement	Other Equipment	Other Tangible Plant		303000-Land & Lan	1994	CONVERSION	11/2012	0	1,708.00	0.00	1,708.00
5564755	Oakwood - Water	all	1-Water	Aqua Florida	1 EA Service line 1 10LF	40269	101-Utility Plan	40269	1 EA Service line 1 10LF	Service Lines	Service Line:1"		333400-Services	2010	33640206402	11/2012	1	1,028.40	132.91	895.49

BREVARD - Oakwood - WATER ONLY

asset_id	asset_location	book_schema	business_segment	company	ldg_description	eng_in_service_year	gl_account	in_service_year	ldg_long_description	property_group	retirement_unit	serial_number	utility_account	vintage	ldg_work_order_number	month	quantity	book_cost	allocated_reserve	net_book_value
4387662	Oakwood - Water	all	1-Water	Aqua Florida	FL Conversion	38139	101-Utility Plan	38139	FL Conversion	Other Equipment	Other Tangible Plant		331400-T&D Mains	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
4502763	Oakwood - Water	all	1-Water	Aqua Florida	AFUDC Accrual on closed project	38625	101-Utility Plan	39083	AFUDC Accrual on closed project	Structures & Improv	Site Improvement		304000-Structures	2005	33640239610	11/2012	0	225.65	50.13	175.52
																		70567.9	24353.96	46213.94

BREVARD Kingswood - WATER ONLY

asset_id	asset_location	book_schema	business_segment	cc_prior_rate_case_adjustments	company	ldr_description	eng_in_service_year	pl_account	in_service_year	ldr_long_description	property_group	retirement_unit	serial_number	utility_account	vintage	ldg_work_order_number	month	quantity	book_cost	allocated_reserve	net_book_value
4684909	Kingswood - Water	all	1-Water		Aqua Florida	CIAC	39416	271-CIAC-Non	39387	CIAC	CIAC			331400-T&D Mains	2007	33640138469	11/2012	0	-132.79	-15.86	-116.93
4387987	Kingswood - Water	all	1-Water		Aqua Florida	FL Conversion	38139	271-CIAC-Non	38139	FL Conversion	Intangible Plant	Other Intangible Plant		302100-Franchises	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
4391281	Kingswood - Water	all	1-Water		Aqua Florida	FL Conversion	38139	271-CIAC-Non	38139	FL Conversion	Other Equipment	Other Tangible Plant		334400-Meters & N	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
5057501	Kingswood - Water	all	1-Water		Aqua Florida	FL Conversion	34669	271-CIAC-Non	38139	FWS upload vintage year restatement	Other Equipment	Other Tangible Plant		334400-Meters & N	1994	CONVERSION	11/2012	0	-156.00	-68.87	-87.13
10897755	Kingswood - Water	all	1-Water		Aqua Florida	Blanket Meter Con & Repl-Kingswood	40969	106-Completer	40969	Blanket Meter Con & Repl-Kingswood	Non-Utilized	Non-Utilized		334400-Meters & N	2012	33101174443	11/2012	1	25.37	0.53	24.84
4739030	Kingswood - Water	all	1-Water		Aqua Florida	2 - 3x2 Tees+Valves, 10 LF of 2" by	39478	101-Utility Plan	39448	2 - 3x2 Tees+Valves, 10 LF of 2" bypass	Mains	Mains:Ductile Iron (4" & under)		331400-T&D Mains	2008	33640137427	11/2012	10	4,528.72	813.34	3,715.38
4388288	Kingswood - Water	all	1-Water		Aqua Florida	FL Conversion	38139	101-Utility Plan	38139	FL Conversion	Other Equipment	Other Tangible Plant		303000-Land & Lan	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
5057085	Kingswood - Water	all	1-Water		Aqua Florida	FL Conversion	34669	101-Utility Plan	38139	FWS upload vintage year restatement	Other Equipment	Other Tangible Plant		331400-T&D Mains	1994	CONVERSION	11/2012	0	956.09	716.00	240.09
4387622	Kingswood - Water	all	1-Water		Aqua Florida	FL Conversion	38139	101-Utility Plan	38139	FL Conversion	Other Equipment	Other Tangible Plant		334400-Meters & N	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
4684181	Kingswood - Water	all	1-Water		Aqua Florida	62 - 5/8 x 3/4" RF meters, connecti	39416	101-Utility Plan	39387	62 - 5/8 x 3/4" RF meters, connection materials and installation	Meters	Meter:5/8"		334400-Meters & N	2007	33640106401	11/2012	62	12,290.09	3,024.58	9,265.51
4803783	Kingswood - Water	all	1-Water		Aqua Florida	Additional work performed on RF met	39416	101-Utility Plan	39539	Additional work performed on RF meter change out completion of project-service to meter. 4 Ft of 1" pvc	Service Lines	Service Line:Unspecified size		333400-Services	2007	33640106401	11/2012	1	383.67	99.80	283.87
4904292	Kingswood - Water	all	1-Water		Aqua Florida	4 LF of 1" distribution line	39478	101-Utility Plan	39661	4 LF of 1" distribution line	Mains	Mains:Ductile Iron (4" & under)		331400-T&D Mains	2008	33640137427	11/2012	4	1,480.59	265.91	1,214.68
4387619	Kingswood - Water	all	1-Water		Aqua Florida	FL Conversion	38139	101-Utility Plan	38139	FL Conversion	Intangible Plant	Other Intangible Plant		302100-Franchises	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
4387620	Kingswood - Water	all	1-Water		Aqua Florida	FL Conversion	38139	101-Utility Plan	38139	FL Conversion	Other Equipment	Other Tangible Plant		331400-T&D Mains	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
4387623	Kingswood - Water	all	1-Water		Aqua Florida	FL Conversion	38139	101-Utility Plan	38139	FL Conversion	Other Equipment	Other Tangible Plant		333400-Services	2004	CONVERSION	11/2012	0	0.00	0.00	0.00
4146192	Kingswood - Water	all	1-Water		Aqua Florida	Mains	38322	101-Utility Plan	38838	FWS Open CWIP with no detail per FPSC Order as of 06/30/04.	Mains	Mains:Unspecified size/type		331400-T&D Mains	2004	W0056	11/2012	0	116.00	39.70	76.30
4145268	Kingswood - Water	all	1-Water		Aqua Florida	2- Meter boxes	38533	101-Utility Plan	38838	2- Meter boxes	Meters	Meter:Unspecified size		334400-Meters & N	2005	33640125841	11/2012	2	344.84	136.20	228.64
5056536	Kingswood - Water	all	1-Water		Aqua Florida	FL Conversion	34669	101-Utility Plan	38139	FWS upload vintage year restatement	Intangible Plant	Other Intangible Plant		302100-Franchises	1994	CONVERSION	11/2012	0	563.00	400.49	162.51
5056700	Kingswood - Water	all	1-Water		Aqua Florida	FL Conversion	34669	101-Utility Plan	38139	FWS upload vintage year restatement	Other Equipment	Other Tangible Plant		303000-Land & Lan	1994	CONVERSION	11/2012	0	1,058.00	0.00	1,058.00
6089948	Kingswood - Water	all	1-Water		Aqua Florida	Cost Adjustment for Meters Prev Unt	39416	101-Utility Plan	40179	Cost Adjustment for Meters Prev Utilized	Meters	Meter:5/8"		334400-Meters & N	2007	33640106401	11/2012	0	-209.01	-51.44	-157.57
5057320	Kingswood - Water	all	1-Water		Aqua Florida	FL Conversion	34669	101-Utility Plan	38139	FWS upload vintage year restatement	Other Equipment	Other Tangible Plant		333400-Services	1994	CONVERSION	11/2012	0	191.58	169.43	22.15
11825550	Kingswood - Water	all	1-Water		Aqua Florida	Work Order Addition	41061	101-Utility Plan	40909	Meter:Unspecified size:	Meters	Meter:Unspecified size		334400-Meters & N	2012	33101174443	11/2012	4	565.37	11.77	553.60
																			22,005.52	5,521.58	16,483.94