

KATZ, KUTTER, HAIGLER, ALDERMAN, MARKS, BRYANT & YON

PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS AT LAW

SILVIA MORELL ALDERMAN  
JOHN M. ARIALE  
DONNA E. BLANTON  
ALAN HARRISON BRENTS  
DANIEL C. BROWN  
BILL L. BRYANT, JR.  
NANCY M. BURKE  
JONATHAN B. BUTLER  
RICHARD E. COATES  
J. RILEY DAVIS  
JOSE A. DIEZ-ARGUELLES  
MARTIN R. DIX  
KENNETH W. DONNELLY  
PAUL R. EZATOFF  
WILLIAM M. FURLOW  
MITCHELL B. HAIGLER  
DAVID P. HEALY  
MARK E. KAPLAN  
ALLAN J. KATZ  
EDWARD L. KUTTER  
RICHARD P. LEE  
JOHN C. LOVETT  
CHRISTOPHER B. LUNNY  
JOHN R. MARKS, III

POST OFFICE BOX 1877 32302-1877  
HIGHPOINT CENTER  
106 EAST COLLEGE AVENUE, 12TH FLOOR  
TALLAHASSEE, FLORIDA 32301

TELEPHONE (904) 224-9634  
TELECOPIER (904) 222-0103  
TELECOPIER (904) 224-0781

SUNBANK CENTER  
SUITE 1428  
200 SOUTH ORANGE AVENUE  
ORLANDO, FLORIDA 32801

TELEPHONE (407) 423-8480  
TELECOPIER (407) 843-0559

REPLY TO: TALLAHASSEE  
January 9, 1996

TRAVIS L. MILLER  
BRIAN M. NUGENT  
BRUCE D. PLATT  
ARTHUR L. STERN, III  
LISA D. STREAM  
GARY P. TIMIN  
J. LARRY WILLIAMS  
DAVID A. YON  
PAUL A. ZEIGLER

OF COUNSEL:  
EDWARD S. JAFFRY  
PATRICK F. MARONEY  
CRAIG A. MEYER

GOVERNMENTAL CONSULTANTS:  
MONICA A. LASSETER\*  
PAT GRIFFITH O'CONNELL\*  
E. CLINT SHAWLEY\*  
GERALD C. WESTER\*  
(\*NOT A MEMBER OF FLORIDA BAR)

EXECUTIVE DIRECTOR  
J. ANDREW KELLER, III, C.P.A.

ORIGINAL FILE COPY

960040-WS

VIA HAND DELIVERY

DEPOSIT TREAS. REC. DATE

Blanca Bayo, Director  
Division of Records and Reporting  
Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399

D251 JAN 10 '96

RE: Application for Transfer of Certificates Nos. 454-W and 388-S

Dear Ms. Bayo:

Enclosed for filing are an Application for Transfer of Water and Sewer Certificates Nos. 454-W and 388-S. Also enclosed are 12 copies of the application and exhibits, the original and two copies of the tariff sheets, and a check in the amount of \$3,000 for the filing fees.

Please stamp the copy of this letter to serve as a receipt for the application.

If you have any questions or need additional information regarding the enclosed applications, please feel free to call me.

*Original certs not attached, Copies only.*

Yours sincerely,

José A. Diez-Arguelles

cc: Mr. Jonathan Colman

H:\wtroak\bayo.190

RECEIVED & FILED

RN 1/20  
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

00294 JAN-96

FPSC-RECORDS/REPORTING

**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES  
PURSUANT TO SECTION 367.071, FLORIDA STATUTES**

TO: Director, Division of Records and Reporting  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale, assignment or transfer of (all) or (part) of Water Certificate No. 454-W and/or Sewer Certificate No. 388-S or facilities in Lake County, Florida, and submits the following information:

**PART I      APPLICANT INFORMATION**

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

Water Oak Estates Utilities ( 904 )753-3000  
Name of seller    Phone No.

1 Water Oak Boulevard  
Office street address

Lady Lake, Florida    32659  
City    State    Zip Code

\_\_\_\_\_  
Mailing address if different from above

- B) The full name (as it will appear on the certificate), address and telephone number of the buyer:

Sun Communities Finance Limited Partnership                                  (810 )932-3100  
Name of buyer    Phone No.

31700 Middlebelt Road, Suite 145  
Office street address

Farmington Hills, Michigan    48334  
City    State    Zip Code

\_\_\_\_\_  
Mailing address if different from above



- C) The name, address and telephone number of the person to contact concerning this application:

Jose A. Diez-Arguelles (904 )224-9634  
Name Phone No.

106 East College Avenue, Suite 1200  
Street address

Tallahassee, Florida 32301  
City State Zip Code

- D) Indicate the organizational character of the buyer:  
(circle one)

Corporation Partnership Sole Proprietorship

Other Limited Partnership  
(specify)

- E) The date and state of incorporation or organization of the buyer:

November 18, 1993, Michigan Registered to transact business  
in Florida on December 1, 1993.

- F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

N/A

- G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

Sun QRS, Inc., General Partner- 1%

Sun Communities Operating Limited Partnership - 99%

31700 Middlebelt Road, Suite 145  
Farmington Hills, Michigan 48334

**PART II FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit   A   - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.
- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

None

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- C) Exhibit   E   - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:
- 1) Purchase price and terms of payment;
  - 2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
  - 3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- 1) Customer deposits and interest thereon;
- 2) Any guaranteed revenue contracts;
- 3) Developer agreements;
- 4) Customer advances;
- 5) Debt of the utility; and
- 6) Leases.



- D) Exhibit F - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- E) Exhibit G - A statement describing the financing the purchase.
- F) Exhibit H - 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.
- G) Exhibit I - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Order No. 18255 (October 6, 1987) Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit N/A - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:
- J. Cecil Shumacker, CPA ( 904 ) 326-2161  
 Name Phone No.
- 911 North Boulevard West  
 Street address
- Leesburg FL 34748  
 City State Zip Code
- J) Exhibit N/A - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

- K) Exhibit J - A statement from the buyer that is 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.
- L) Exhibit K - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

**PART III NOTICE OF ACTUAL APPLICATION**

- A) Exhibit I - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following: the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located; the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located, if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission; the regional planning council; the Office of Public Counsel; the Public Service Commission's Director of Records and Reporting; the appropriate regional office of the Department of Environmental Protection; and the appropriate water management district. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.



- B) Exhibit       M       - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit       N       - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

**PART IV    FILING FEE**

Indicate the filing fee enclosed with the application:  
      \$3,000       (one fee for water  
and one for wastewater)

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- 1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**
- 2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500.**
- 3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250.**
- 4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$3,000.**

**PART V OTHER**

- A) Exhibit 0 - Evidence that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit P - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.
- C) Exhibit Q - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

**PART VI AFFIDAVIT**

I Jonathan Colman (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

Jonathan Colman  
(Applicant)

BY: *Jonathan Colman*  
Name and Title\*

Subscribed and sworn to before me this 14th  
of December 1995.

*Donna S. Kirby*  
Notary Public DONNA S. KIRBY  
NOTARY PUBLIC - OAKLAND COUNTY, MI  
MY COMMISSION EXPIRES 12/15/98

\*If the 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 the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.



2.1 The purchase price (the "Purchase Price") for the Utility Assets shall be the amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00). The Purchase Price, as adjusted as provided in this Agreement, shall be payable by the Partnership to Seller as follows:

(a) On the Closing Date, as hereinafter defined, the Partnership shall execute and deliver to Seller a promissory note (the "Purchase Money Note") in an amount equal to SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00), less the amount of the deed documentary stamps required to be affixed to the deed conveying the Land to the Partnership.

(b) The Purchase Money Note shall provide for (i) monthly payments of interest only on the outstanding principal balance of the Purchase Money Note computed at a rate of nine percent (9%) per annum; (ii) payment of the entire principal balance of the Purchase Money Note on or before January 1, 1996 (the "Maturity Date"), (iii) the right of the holder of the Purchase Money Note to accelerate and declare immediately due and payable all amounts due under the terms of the

3.1 As part of the property to be sold by the Seller to the Partnership, the Seller shall assign to the Partnership those service, utility, supply, maintenance and employment contracts, agreements, and other continuing contractual obligations of Seller listed on Exhibit "G" attached hereto (collectively the "Contracts") affecting the ownership or operation of the Utility



4.1 The following items shall be apportioned between the Seller and the Partnership computed to, but not including, the Closing Date:

(a) The Seller shall pay to the Partnership the following:

(i) if the real and personal property taxes for the year of the sale of the Land and Personal Property are unpaid as of the Closing Date, the amount of the real and personal property taxes payable in connection with such assets for the portion of the year from January 1 to but not including the Closing Date. The real and personal property taxes shall be apportioned on the basis of the current year's taxes, if known, at the highest allowable discount. If the Closing Date shall occur before the amount of current taxes shall be determined, such taxes shall be initially apportioned upon the basis of the taxes for the most recent calendar year available, and the Purchase Price shall be readjusted when the current

acknowledge that the utility meters for the water and sewer service provided by Seller are read during the first few days of the calendar month to ascertain the amount of service provided for the preceding calendar month, and therefore it will not be possible to calculate a proration of such revenues for the calendar month in which the Closing Date shall occur until after the Closing Date. Therefore, the parties hereto agree that the revenues collected by the Partnership shall be prorated after closing, after the water and sewer meters have been read during the first few days of January, 1994, in order to determine the amount of service provided for the calendar month of December, 1993. The Partnership hereby agrees to pay to Seller an amount equal to that portion of the revenues to be collected by the Partnership for the calendar month of December, 1993, which are allocable to the period prior to the Closing Date, and shall pay said amount to Seller in cash, to the extent collected, on or before January 15, 1994, net of the city utility tax on such billings. The provisions of this Section 4.1(a)(iv) shall survive the closing.

(b) The Partnership shall pay to the Seller the following:

(i) if the real and personal property taxes for the year of the sale of the Land and Personal Property are paid as of the Closing Date, the amount of the real and personal property taxes payable in connection with such assets for the portion of the year from the Closing Date through December 31 of such calendar year.

(ii) the amount of all water and other utility bills, and all other expenses paid by the Seller with respect to the Utility Assets, and relating to the period after the Closing Date;

(iii) charges which have been paid by the Seller under the Contracts relating to the period after the Closing Date; and

(iv) all revenues collected by the Partnership during the ninety (90) day period after the Closing Date and which are allocable to the period prior to the Closing Date; provided, however, the Partnership is assuming no obligation whatsoever for the collection of such revenues and all revenues collected subsequent to the Closing Date shall always, in the first instance, be applied first to the most current revenues, if any, then due. The Partnership shall have no obligation to adjust the amount of the Purchase Price for any such delinquent revenues collected later than ninety (90) days after the Closing Date. The foregoing notwithstanding, the parties agree that the proration of the revenues from sewer and water service provided for the calendar month of



5.1 Seller shall convey to the Partnership the Land and the Improvements constructed thereon subject only to the following matters:

(a) Those liens, encumbrances, easements and other matters set forth on Exhibit "C" attached hereto and made a part hereof;

(b) All presently existing and future liens for unpaid real estate taxes, assessments, water and sewer charges and rents;

(c) Zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority; and

(d) That certain promissory note given by Water Oak, Ltd. ("Water Oak"), to Hill Financial Savings Association (the "First Note"), which First Note is secured by that certain Mortgage and Security Agreement given by Water Oak and Seller to Hill Financial Savings Association (the "First Mortgage"), which First Mortgage encumbers the Land.

## ARTICLE VI

### EVIDENCE OF TITLE AND SURVEY

6.1 In order to evidence to the Partnership that the sale to the Partnership by Seller of the Land and Improvements is subject only to the Permitted Exceptions, Seller has furnished the Partnership with a commitment (the "Commitment") for an ALTA Form B Owner's Policy of Title Insurance (1990 with Florida modifications), issued by Winderweede, Haines, Ward & Woodman, P.A., as agents for Commonwealth Land Title Insurance Company (the "Title Company"), along with copies of all instruments described in Schedule B-Section 2 of the Commitment, in an amount equal to the value which the parties hereto have agreed is the value of the Land and Improvements, and showing marketable and insurable title in Seller subject only to: (a) the Permitted Exceptions; and (b) such other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money, and which Seller has the right to remove and shall cause to be removed at or prior to the Closing Date (the "Removable Liens"). Promptly following the Closing, as hereinafter defined, Seller shall cause to be provided to the Partnership a policy of title insurance (the "Title Policy") issued pursuant to the Commitment, insuring the interest in the Land and Improvements and containing such additional endorsements as the Partnership shall reasonably request. The Title Policy shall not contain any of the standard exceptions.

7.1 The Seller has previously delivered to the Partnership, and the Partnership hereby acknowledges receipt of, the following information concerning the Project:

(a) Copies of all Contracts affecting the ownership or operation of the Utility Assets;

(b) Annual statements of the results of operation of the Utility Assets for each of the last three (3) full calendar years, and copies of federal tax returns for Seller covering its last three (3) fiscal years;

(c) Copies of all written notices of any zoning, safety, building, fire, environmental, health code or other violation relating to the Utility Assets and not cured as of the date hereof;

(d) A Phase I environmental assessment of the Land (the "Environmental Audit"); and

(e) Other financial data, operating data, contracts, leases, instruments, invoices and other writings relating to the Utility Assets which the Partnership has requested, including, without limitation, tax bills and correspondence with the property appraiser, information concerning improvements installed upon the Land by the Seller, a list of

8.1 In order to induce the Partnership to purchase the Utility Assets, and with the understanding that each of the representations and warranties are material and have been relied on by the Partnership in connection herewith, the Seller represents and warrants to the Partnership that:

(a) Except as otherwise disclosed in Exhibit "D" attached hereto, the Seller has not received any notices, and after due inquiry, has no actual knowledge of any existing facts or conditions which may result in any violations of any building, zoning, safety, fire, environmental, health or other



or threatened litigation or condemnation proceedings or other court, administrative or extra judicial proceedings with respect to or affecting the Utility Assets or any part thereof.

(c) Except as otherwise disclosed in Exhibit "F" attached hereto, Seller has no actual knowledge of any governmental assessments, charges, paybacks, or obligations requiring payment of any nature or description against the Land or Improvements which remain unpaid, including, but not limited to, those for sewer or water lines or mains, side-walks, or curbs. To the best of the actual knowledge of Seller, no public improvements have been ordered, threatened, announced or contemplated with respect to the Land which have not heretofore been completed, assessed and paid for.

(d) True and complete copies of all Contracts and all amendments thereto have been delivered to the Partnership pursuant to Section 7.1(a) above; to the best of the Seller's actual knowledge all Contracts are in full force and effect and not in default, and all Contracts are listed in Exhibit "G" attached hereto.

(e) Seller is the lawful owner of the Land, Improvements, and Personal Property and holds insurable and marketable title to the Land and Improvements, free and clear of all liens and encumbrances other than the Permitted Exceptions and Removable Liens. The Seller has and will have on the Closing Date the power and authority to sell the Utility Assets to the Partnership and perform its obligations in accordance with the terms and conditions of this Agreement, and each person who executes this Agreement and all other instruments and documents in connection herewith, has or will have due power and authority to so act. To the best of the Seller's actual knowledge, on or before the Closing Date, the Seller will have complied with all applicable statutes, laws, ordinances and regulations of every kind or nature, in order to effectively convey and transfer all of the Seller's right, title and interest in and to the Utility Assets to the Partnership in the condition herein required.

(f) Exhibit "I" attached hereto lists all insurance currently maintained for or with respect to the Utility Assets, including types of coverage, policy numbers, insurers, premiums, deductibles and limits of coverage. Until the Closing Date, the Seller will keep the Utility Assets insured against all usual risks and will maintain in effect all insurance policies now maintained on the same.

(g) Neither this Agreement nor anything provided to be done herein by the Seller, including, without limitation, the conveyance of all of the Seller's right, title and interest in and to the Utility Assets as herein contemplated, violates or will violate any contract, agreement or instrument to which the Seller is a party or bound and which affects the Utility Assets, other than the provisions of the First Mortgage, including but not limited to the "due on sale" provision of the First Mortgage.

(h) The Seller has not contracted for the furnishing of labor or materials to the Land or Improvements which will not be paid for in full prior to the Closing Date. If any claim is made by any party for the payment of any amount due for the

Project. To the best of Seller's actual knowledge, there are no existing, pending or threatened plans, proposals or conditions which could cause the curtailment of any such utility service.

(j) Except as disclosed in Exhibit "J" attached hereto, there are, to the best of Seller's actual knowledge, no existing maintenance problems with respect to mechanical, electrical, plumbing, utility and other systems necessary for the operation of the Utility Assets, including, without limitation, all underground utility lines and water wells, all such systems are in good and sound working condition and are suitable for the operation of the Utility Assets, and there are no structural or physical defects in and to the Utility Assets which materially affect the operation of the Utility Assets.

(k) Attached hereto as Exhibit "K" is a true and accurate list of all persons employed by the Seller in connection with the operation and maintenance of the Utility Assets as of the date hereof, including name, job description, term of employment, average hours worked per week, current pay rate, description of all benefits provided such employees and the annual cost thereof. On the Closing Date, the Seller, joined by the Partnership if requested by the Seller, shall inform the employees of the Seller of the sale of the Utility Assets and the Partnership shall inform the employees of the names of those employees the Partnership has decided to employ, if any (which employees will be terminated by the Seller and rehired by the Partnership), and upon the consummation of the transactions contemplated herein, the remaining employees of the Seller, will remain employees of the Seller, and all compensation and fees due such remaining employees, including any amount payable or that becomes payable as a result of the termination of the remaining employees, and all costs and taxes attributable to such employment, shall be paid by the Seller.

(l) To the best of the Seller's actual knowledge, Exhibit "L" attached hereto contains a complete and accurate list, and copies, of all licenses, certificates, permits and authorizations from any governmental authority of any kind issued to the Seller in connection with the operation, use and maintenance of the Utility Assets; and all such licenses, certificates, permits and authorizations have been issued and are in full force and effect and on the Closing Date shall, to the extent legally assignable or transferable, be transferred or assigned to the Partnership.

(m) To the best of the Seller's actual knowledge, Exhibit "B" attached hereto contains a true and complete list of all Personal Property used in the operation of the business conducted by Seller (the "Seller's Business"), and such Personal Property is adequate for the current operation of the Seller's Business. The Seller will not remove any item of Personal Property of material value on or prior to the Closing Date other than consumption of items of Personal Property in the ordinary course of business, unless such item is replaced with a similar item of no lesser quality or value.

or regulated under the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Toxic Substance Contract Act, the Federal Insecticide, Fungicide and Rodenticide Act, or under any other applicable federal, state or local statutes, regulations or ordinances (collectively the "Environmental Laws"), and there are no substances or conditions in or on the Land or Improvements which may support a claim or cause of action under any of the Environmental Laws. Seller has no actual knowledge of any suit, action or other legal proceeding arising out of or related to any Environmental Laws with respect to the Land or Improvements which is pending or threatened before any court, agency or government authority, and Seller has not received any notice that the Land or Improvements is in violation of the Environmental Laws. Seller shall not, between the date of this Agreement and the Closing Date, discharge, release, generate, treat, store, dispose of or deposit any Hazardous Materials in, on or under the Land or Improvements, in excess of those allowed under the Environmental Laws.

(o) The financial statements of the Seller previously delivered to the Partnership by the Seller, and which were attached as part of Exhibit "Q" to the Water Oak Agreement, are true, correct and complete in all material respects, present fairly and accurately the financial position of the Seller and the operation of the Utility Assets as of the dates thereof and the results of its operations and earnings for the periods indicated thereon, and have been prepared in accordance with generally accepted accounting principals consistently applied throughout the periods for which they were prepared.

(p) To the best of the Seller's actual knowledge, the Seller has delivered or will deliver to the Partnership true, correct and complete copies of the Property Information and Additional Property Information, and nothing contained in this Agreement, the Exhibits attached hereto or the information and material delivered or to be delivered to the Partnership pursuant to Article VII hereof, include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein or therein not misleading. The Seller has not received any written notice of any fact which would materially adversely affect the Utility Assets or the operation thereof which is not set forth in this Agreement, the Exhibits hereto, or has not otherwise been disclosed to the Partnership in writing.

8.2 The provisions of Section 8.1 and all representations and warranties contained therein shall be true as of the Closing Date and shall survive the Closing; provided, however, all representations and warranties contained in this Agreement shall terminate one (1) year after the Closing Date (the "Termination Date"), and the Partnership shall not have any right to recover damages from the Seller for any breach of such representations and warranties if the Partnership has not notified the Seller in writing of such alleged breach prior to the Termination Date and



9.1 All of the Seller's obligations hereunder to be performed at or prior to the Closing Date shall be subject to the following conditions:

(a) The terms of the documents creating the corporation, which will be the general partner of the partnership which will be the majority owner of the Partnership (the "REIT"), including but not limited to the conversion rights of the holders of Partnership Units to convert, at a fixed conversion rate that will not change, Partnership Units into shares of the REIT and the authority of REIT to increase its debt above the maximum limit originally set forth in the REIT documents, the prospectus issued by the REIT in connection with the public offering of its shares, and the Form S-11 filed in connection with the REIT, shall be subject to the approval of the Seller, which shall not be unreasonably withheld. In the event that the Seller has not delivered a written notice to the Partnership within ten (10) days after receipt by the Seller of all of the documents creating the REIT, such prospectus, and the Form S-11, which notice terminates this Agreement because the Seller does not approve the terms of such documents, then the Seller shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 9.1(a); provided, however, that the Seller shall have the right to approve any material changes to such documents, which approval shall not be unreasonably withheld, and shall be subject to the same ten (10) day time period limitation after receipt of a copy of such changed document(s) for notification of termination of this Agreement as set forth above.

(b) The Partnership shall have complied with and performed all covenants, agreements and conditions on its part to be performed under this Agreement within the time herein provided for such performance.

(c) The Partnership's representations, warranties and agreements contained herein are and shall be true and correct as of the date hereof and as of the Closing Date in all material respects.

(d) The transaction contemplated by the Water Oak Agreement and the Homes Purchase and Sale Agreement shall have each been consummated.

10.1 All of the Partnership's obligations hereunder to be performed at or prior to the Closing Date shall be subject to the following:

(a) Seller has and shall have on the Closing Date marketable and insurable title to the Land and Improvements as required herein, subject only to the Permitted Exceptions.

(b) The Seller shall have complied with and performed all covenants, agreements and conditions on its part to be performed under this Agreement within the time herein provided for such performance.

(c) The Seller's representations, warranties and agreements contained herein are and shall be true and correct as of the date hereof and as of the Closing Date in all material respects.

(d) From and after the date of this Agreement to the Closing Date there shall have been no substantial adverse change in or to the Utility Assets or the Seller's Business; provided, however, that if the Seller gives the Partnership notice that there has been such a substantial adverse change, the Partnership shall, within five (5) days of receipt of such the Seller, have the right to terminate this Agreement by delivering written notice of such termination to the Seller, and in the event that the Partnership does not so terminate this Agreement within such time period, the Partnership shall have waived its right to terminate this Agreement due to such substantial adverse change.

(e) The formation of the REIT shall be complete in all respects; the REIT shall have completed the offer and sale to the public of 100% of the shares it offers to the public pursuant to its Form S-11 and Prospectus; and the REIT shall have contributed to the Partnership the net public offering proceeds generated from the sale of its shares (the "REIT Closing"), all upon such terms and conditions as determined by the Partnership, in its sole discretion.

(f) The transactions contemplated by the Water Oak Agreement and the Homes Purchase and Sale Agreement shall each be consummated.

10.2 Each of the foregoing conditions constitutes a condition precedent to the Partnership's obligations hereunder which, if not performed or determined to be acceptable to the Partnership on or before the Closing Date (unless a different time for performance is expressly provided herein), shall permit the Partnership, at its sole option, to declare this Agreement null and void and of no further force and effect by written notice to the Seller, whereupon neither the Seller nor the Partnership shall have any further obligations hereunder to the other (provided that the Partnership shall have the right to waive any one or all of said conditions).

12.1 In the event any part of the Utility Assets shall be damaged or destroyed prior to the Closing Date, the Seller shall notify the Partnership thereof, which notice shall include a description of the damage and all pertinent insurance information. If the use or operation of the Utility Assets is materially affected by such damage or destruction or the cost to repair such damage or destruction, together with the cost to repair any damage or destruction to the assets which are the subject of the Water Oak Agreement and/or the Homes Purchase and Sale Agreement, exceeds FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), the Partnership shall have the right to terminate this Agreement by notifying the Seller within ten (10) days following the date the Partnership receives notice of such occurrence, whereupon the Seller and the Partnership shall not have any further obligation hereunder to the other. If the Partnership does not elect to terminate this Agreement, or shall fail to notify the Seller within the said ten (10) day period, the Utility Assets shall be conveyed to the Partnership as is and the Seller shall assign to the Partnership all of the Seller's right, title and interest in and to the proceeds of the fire and extended coverage insurance, and rent loss or business interruption insurance, if any, presently carried by or payable to the Seller.

12.2 If, prior to the Closing Date, either Seller or the Partnership receives or obtains notice that any governmental authority having jurisdiction intends to commence or has commenced proceedings for the taking of any portion of the Land by the exercise of any power of condemnation or eminent domain, or notice of any such taking is recorded among the public records of Lake County, Florida, the Partnership shall have the option to terminate this Agreement by notifying the Seller within ten (10) days following the Partnership's receipt of such notice, in which event the Seller and the Partnership shall not have any other or further liability or responsibility hereunder to the other. If the Partnership does not elect to terminate this Agreement or shall fail to notify the Seller within the ten (10) day period, the Partnership shall close the transaction as if no such notice had been received, obtained or recorded or proceedings commenced, and in such event, any proceeds or awards made in connection with such taking shall be the sole property of the Partnership.

### ARTICLE XIII

#### CLOSING

13.1 Subject to satisfaction or waiver by the Seller of the conditions set forth in Article IX and by the Partnership of the conditions set forth in Article X, the closing of the sale and purchase of the Utility Assets to the Partnership (the "Closing") shall take place on or before December 10, 1993. The closing of



insurable title to the Land and Improvements subject only to the Permitted Exceptions, other than item nos. 4 and 5 on Exhibit "C" attached hereto.

(b) The Seller shall execute and deliver a Warranty Bill of Sale conveying the Personal Property to the Partnership, free and clear of any liens or encumbrances other than the Permitted Exceptions, and Seller shall execute and deliver to the Partnership, in proper form for transfer, the Certificates of Title pertaining to all titled vehicles, if any, being conveyed to the Partnership hereunder.

(c) The Seller shall execute and deliver to the Partnership, in form and content satisfactory to the Partnership and pursuant to Sections 3.1 and 3.2 hereof, an Assignment, transferring to the Partnership all of the Seller's right, title and interest in and to: (i) all unexpired warranties and guaranties by manufacturers, suppliers and installers pertaining to the Land or Improvements; (ii) all licenses and permits then held by the Seller for the Project which may be lawfully assigned; (iii) all Contracts which the Partnership has elected to have assigned; (iv) the name "Water Oak Utility Co., Inc." and all variations thereof; (v) the telephone number(s) for all of the Seller's telephones; (vi) all architectural drawings, plans and specifications and other documents in the possession of the Seller relating to the development of the Land; (vii) all Service Agreements; and (viii) all other intangible property related to the Utility Assets or the operation of the Seller's Business.

(d) The Partnership shall execute and deliver to the Seller the Purchase Money Note, and shall deliver the Letter of Credit and the Guaranty.

(e) Seller shall cause the Commitment to be updated to the Closing Date, and shall promptly after such closing cause the Title Policy to be issued to the Partnership pursuant to such updated Commitment together with such endorsements thereto as the Partnership shall request.

(f) The Seller shall deliver to the Partnership a certificate confirming the truth and accuracy of Seller's representations and warranties hereunder.

(g) The Seller shall deliver to the Partnership originals of: (i) all Contracts assigned to the Partnership; and (ii) such other documentation in the Seller's possession reasonably necessary for the Partnership to continue operation of the Utility Assets and the Seller's Business or as may be reasonably required by the Partnership's counsel or the Title Company to consummate the transactions contemplated herein and/or to issue the policy of title insurance.

(h) The Seller shall deliver to the Partnership a certificate of corporate resolution authorizing and approving the transaction contemplated by this Agreement, and authorizing and directing the execution and delivery of this Agreement and all documents and instruments to be executed and delivered by the Seller pursuant to the terms hereof, and certifying as to the officers of the Seller who have executed documents in connection with the transactions contemplated herein.

16.1 Each party hereto represents and warrants to the other that they have not had any direct or indirect dealings with any real estate brokers, salesmen or agents in connection with the Utility Assets, or the transactions contemplated herein. In consideration of said warranty, the Partnership agrees with the Seller that it will pay, and will defend and hold the Seller harmless from and against any and all finder's fees and/or broker's commissions due or claimed to be due on account of the transactions contemplated herein and arising out of contracts made by the Partnership, and the Seller agrees with the Partnership that it will pay, and will defend and hold the Partnership harmless from and against any and all finder's and/or broker's commissions due or claimed to be due on account of the transactions contemplated herein and arising out of contracts made by the Seller.

16.2 This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Florida.

in writing, and shall be hand delivered, which shall include delivery by overnight courier service, or sent by certified mail, return receipt requested, postage prepaid, addressed to the party to whom the notice is to be delivered as follows:

If to Seller: Water Oak Utility Co., Inc.  
c/o Winderweedle, Haines, Ward  
& Woodman, P.A.  
Post Office Box 880  
Winter Park, Florida 32790-0880  
ATTN: Randolph J. Rush

With a copy to: Randolph J. Rush  
Winderweedle, Haines, Ward  
& Woodman, P.A.  
250 Park Avenue South  
Winter Park, Florida 32789

If to the Partnership: Sun Communities Finance Limited  
Partnership, a Michigan limited  
partnership  
31700 Middlebelt, Suite 145  
Farmington Hills, Michigan 48334  
ATTN: Gary A. Shiffman

With a copy to: Richard A. Zussman  
Jaffe, Raitt, Heuer & Weiss  
Professional Corporation  
One Woodward Avenue, Suite 2400  
Detroit, Michigan 48226

16.5 Neither this Agreement, nor any of the rights or privileges conferred upon the Partnership hereunder, may be assigned by the Partnership without the prior written consent of the Seller which consent may be withheld by the Seller in the Seller's sole and absolute discretion. Subject to the foregoing limitation as to assignability, the terms hereof shall be binding upon and shall inure to the benefit of the parties hereto, their successors, transferees and assigns.

16.6 The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

16.7 Except as otherwise expressly provided herein, each agreement, representation or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the Closing Date and the consummation of the transactions provided for herein.

16.8 The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on only by, the other party hereto, their transferees and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

16.9 This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the Partnership and the



radioactive gas that, when it is 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 and radon testing may be obtained from the local County Public Health Center.

16.14 In the event the Partnership shall fail to close the purchase contemplated hereby, the conditions precedent to the Partnership's obligations hereunder having been satisfied or waived, the Seller shall be entitled to terminate this Agreement and receive from the Partnership, as liquidated damages, the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), reduced by any liquidated damages that Water Oak may receive under the Water Oak Agreement or that Homes may receive under the Homes Purchase and Sale Agreement, the same being the Seller's sole remedy, and the Partnership shall have no further or other liability hereunder. The provisions of this Section shall not apply once the Utility Assets have been conveyed to the Partnership.

16.15 In the event that the Partnership is ready, willing and able to close the purchase contemplated hereby, and the Seller's conditions precedent to the Sellers' obligations hereunder having been satisfied or waived, and the Seller either (i) transfers or conveys all or any part of the Utility Assets to a third party on or before December 10, 1993 or such other closing date as mutually agreed to by the parties or (ii) refuses to sell the Utility Assets to the Partnership in accordance to the terms hereof, the Partnership may either elect to (x) terminate this Agreement by written notice delivered to the Seller at or prior to the Closing Date, (y) obtain specific performance of the terms and conditions hereof, or (z) maintain an action for damages against the Seller. In all other cases of default by the Seller specified in this Section 16.15, the Partnership's remedies shall be limited to those set forth in clauses (x) and (y) above.

16.16 The Partnership shall not assume any liability for any claims arising out of any occurrence prior to the Closing Date with respect to the Utility Assets except for the First Note. The Seller agrees to indemnify and hold harmless the Partnership from and against any and all claims, penalties, damages, liabilities, actions, causes of action, costs and expenses (including attorneys' fees), arising out of, as a result of or as a consequence of any

16.17 Neither this Agreement nor any memorandum thereof shall be recorded by the Partnership in the public records of any county in the State of Florida. The act of recording this Agreement of any memorandum thereof shall constitute a default hereunder, and at the option of the Seller, this Agreement shall thereupon terminate and shall be deemed null and void.

16.18 The Seller and the Partnership agree to accept execution of the Agreement by facsimile, with executed originals to be delivered as soon as possible thereafter via "overnight" courier service.

16.19 The parties hereto recognize that the transfer of the Certificates identified on Exhibit "L" attached hereto, issued by the Florida Public Service Commission (the "PSC") to Seller requires the approval of the Public Service Commission, the transaction contemplated herein will close without such approval, and Purchaser may operate the Utility Assets pending the PSC's approval of the transfer of the certificates. Therefore, the transaction contemplated hereby is subject to the approval by the Public Service Commission of the transfer of said Certificates. The Partnership shall be responsible for applying for the transfer of the Certificates, and shall apply for such approval as expeditiously as possible and shall diligently prosecute such application at its sole cost and expense. Seller agrees to cooperate with the Partnership regarding the application for the transfer of the Certificates and submit to the PSC, at its sole cost and expense, all documents, information and material in its possession necessary for the PSC to consider the Partnership's application. Seller hereby represents and warrants to the Partnership that, to the best of Seller's knowledge, Seller has not taken any action or failed to take any action which would cause the PSC to consider such application in an unfavorable light or deny the Partnership's transfer request. If a final decision refusing to transfer the Certificates to the Partnership is rendered by the PSC, the transactions contemplated herein shall be rescinded, the Utility Assets will be re-conveyed to the Seller, the Purchase Money Note, Letter of Credit and Guaranty will be cancelled and returned to the Partnership, the Seller will provide water and sewer services to residents of the Project as it presently does, and the Partnership and Seller shall enter into such agreements as they shall reasonably and mutually determine are necessary to preserve the economic benefits and burdens contemplated in this Agreement.

16.20 The Partnership acknowledges that, as of October 31, 1993, there were two hundred thirty-one (231) customers of Seller within Water Oak Country Club Estates who under a prior agreement do not pay any charges for water and sewer services.

16.21 In the event that a party terminates this Agreement in accordance with the terms hereof, said party must also terminate the Water Oak Agreement and the Homes Purchase and Sale Agreement.

President

Hallquist

**SUN COMMUNITIES FINANCE LIMITED PARTNERSHIP, a Michigan limited partnership**

**BY: SUN QRS, INC., a Michigan corporation, general partner**

Annex 11/2

By: C. Hallquist  
**CORINE HALLQUIST**  
**Vice President**



EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

**PARCEL A:**

That part of Sections 9 and 16, Township 18 South, Range 24 East, Lake County, Florida, more particularly described as follows: From the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 16, Township 18 South, Range 24 East, run South 89°44'25" West along the boundary between said Sections 9 and 16 a distance of 21.97 feet to the Point of Beginning of the following described parcel of land. From said Point of Beginning, run North 54°16'49" East 34.30 feet, thence North 12°03'59" East 175.76 feet, thence South 48°46'20" East 207.84 feet, thence South 10°01'35" West 80.26 feet, thence South 87°12'30" West 258.25 feet, thence North 54°16'49" East 62.84 feet to the Point of Beginning and end of this description.

**PARCEL B:**

That part of Sections 9 and 16, Township 18 South, Range 24 East, Lake County, Florida, more particularly described as follows: From the North 1/4 corner of said Section 16, Township 18 South, Range 24 East, run South 0°37'08" East 652.20 feet, thence South 88°50'55" West 368.22 feet, thence North 0°55'26" West 974.71 feet, thence North 89°34'42" East 372.71 feet to the North-South Mid-Section line of said Section 9, Township 18 South, Range 24 East, thence South 0°44'36" East along said North-South Mid-Section line 317.80 feet to the Point of Beginning and end of this description.

**PARCEL C:**

The South 3/4 of the Southwest 1/4 of the Southeast 1/4, in Section 9, Township 18 South, Range 24 East, Lake County, Florida.

EXHIBIT "B"

LIST OF PERSONAL PROPERTY

1. Turbine pump used with 700 foot potable water well.
2. Submersible pump used with 250 foot potable water well.
3. Storage tank located at Water Plant.
4. Water pipes and sewer pipes installed underground.
5. Water meters and sewer meters installed underground.
6. Miscellaneous pipes and fittings held in inventory.
7. Inventory of miscellaneous chemicals.
8. Miscellaneous books and records.

EXHIBIT "C"

LIST OF PERMITTED EXCEPTIONS

1. Right-of-Way Easement to Sumter Electric Cooperative, Inc. recorded in Official Records Book 703, Page 1035, Public Records of Lake County, Florida.
2. Easement to Florida Telephone Corporation recorded in Official Records Book 717, Page 776, Public Records of Lake County, Florida.
3. Utility Easement to Water Oak Utility Co., Inc., a Florida corporation recorded in Official Records Book 876, Page 400, Public Records of Lake County, Florida.
4. Declaration and Agreement with ITT Commercial Finance Corp. recorded in Official Records Book 1092, Page 1596, Public Records of Lake County, Florida.
5. Any claim that any part of the Land is owned by the State of Florida by right of sovereignty and riparian rights, if any.



EXHIBIT "D"

LIST OF NOTICES OF VIOLATIONS OF LAWS, ETC.

NONE AS OF THE DATE HEREOF.

EXHIBIT "E"

LIST OF PENDING LITIGATION

NONE AS OF THE DATE HEREOF.

EXHIBIT "F"

LIST OF UNPAID GOVERNMENTAL ASSESSMENTS, ETC.

NONE AS OF THE DATE HEREOF.



EXHIBIT "G"

LIST OF CONTRACTS

1. Agreement with Dwight Dodd, Sr. dated August 1, 1993.

**MIDSTATE UTILITIES INC.**

Tele: (904) 728-2189  
Pager (904) 728-7269

202 Sunset Way  
Fruitland Park, FL 34731

**PROPOSAL**

For water and /or Wastewater Plant Operation

at **WATER OAK UTILITIES**

The following is a list of services and fees for your consideration in the operation of your class 3/C water plant and/or class 3/C wastewater plant.

**Water System:**

1. Provide lead operator service with plant inspections 6 days/week.
2. Provide guidance to owners representative in required maintenance, record keeping and monitoring of system. (IF APPLICABLE).
3. Provide basic preventive maintenance.
4. Compile monthly readings and file required reports to the Florida Department of Environmental Protection.

**Wastewater:**

1. Provide lead operator service with plant inspections 6 days/week.
2. Provide guidance to owners representative in required maintenance, record keeping, and monitoring of system. (IF APPLICABLE)
3. Provide basic preventive maintenance.
4. Collect routine samples (C.B.O.D., T.S.S., P.H., AND CHLORINE RESIDUAL)
5. Compile monthly readings and file required reports to the Florida Department of Environmental Protection.

\*\*Additional testing will be extra.

The above service will be provided for \$500.00/month, billed on the 1st of each month and due within 30 days.

\*\*Emergency call-out work will be provided at a set rate of \$40.00/hr. and \$.20 a mile.

  
Dwight Dodd Sr.

Proposal accepted this 1 day of August 1993 by

  
Title *V.P. of Operations*

EXHIBIT "H"

LIST OF INSURANCE COVERAGES

SEE ATTACHED POLICY SUMMARIES





**O'NEIL, LEE & WEST**

**WATER OAK COUNTRY CLUB ESTATES**

**POLICY SUMMARY**

**COMMERCIAL PACKAGE POLICY**

Shelby Insurance Company  
 Policy #AMI 7938402 00 07  
 Effective 6-14-93 to 6-14-94

**Locations:**

1 - 106 Evergreen Lane, Lady Lake, Florida 32659		
(Restuarant/Pro Shop)	Building.....	\$ 100,000
	Contents.....	\$ 15,000
	Business Income.....	\$ 300,000
(Pro Shop)	Contents.....	\$ 45,000
(Guard House)	Building.....	\$ 5,000
	Contents.....	\$ 2,000
(3-12" Well Pumps)	Building.....	\$ 15,000
(Water Tank)	Building.....	\$ 5,000
(Cart Barn)	Building.....	\$ 40,000
	Contents.....	\$ 10,000
(Maintenance Building)	Building.....	\$ 10,000
(Cabana/Restrooms)	Building.....	\$ 30,000
(TV Antenna)	Building.....	\$ 5,000
(Satellite Disk)	Building.....	\$ 10,000

(PROPERTY SCHEDULE CONTINUED....)

(Maintenance Bldg #2)	Building.....	\$ 15,000
	Contents.....	\$ 10,000
(Sewage Plant)	Building.....	\$ 150,000
(Commons Building)	Building.....	\$ 750,000
	Contents.....	\$ 75,000
(Mailbox Building)	Building.....	\$ 30,000
(TV Receiving Equip)	Building.....	\$ 5,000
	Contents.....	\$ 40,000
(Fresh Water Sys Fac.)	Building.....	\$ 7,000
	Contents.....	\$ 15,000
(Jacuzzi Building)	Building.....	\$ 23,000
(Club House)	Building.....	\$ 250,000
	Contents.....	\$ 10,000
(Mailbox Bldg. #2)	Building.....	\$ 40,000
(Mailbox Bldg. #3)	Building.....	\$ 30,000
(Outdoor Sign)	Building.....	\$ 5,000
2 - 106 Evergreen Lane, Lady Lake, Florida 32659		
(Sales Office)	Building.....	\$ 30,000
	Contents.....	\$ 20,000
(Administrative Office)	Building.....	\$ 25,000
	Contents.....	\$ 21,525

Property coverages include: All Risk / Replacement Cost / 90% Coinsurance  
\$1,000 Deductible.

## GENERAL LIABILITY

General Aggregate limit.....	\$2,000,000
Products/Completed Operations limit.....	\$2,000,000
Personal/Advertising Injury limit.....	\$1,000,000
Each Occurrence limit.....	\$1,000,000
Fire Damage limit (any one fire).....	\$ 50,000
Medical Expense limit (any one person).....	\$ 5,000

### Employee Benefit Liability:

Each Claim limit.....	\$1,000,000
Aggregate limit.....	\$2,000,000

### Liquor Liability:

Aggregate limit.....	\$2,000,000
Each Common Cause limit.....	\$1,000,000

## CRIME

Employee Dishonesty (Blanket).....	\$ 100,000
Forgery or Alterations.....	\$ 50,000
Theft, Disappearance, Destruction - Premises.....	\$ 5,000
Theft, Disappearance, Destruction - Messenger.....	\$ 5,000

\*\*Includes a \$250 Deductible for each coverage\*\*

## COMMERCIAL INLAND MARINE POLICY

Shelby Insurance Company  
Policy #ACM 7938403  
Effective 6/14/93 to 6/14/94

### Coverages:

Golf Course Equipment (Scheduled).....	\$ 110,975
Maintenance Equipment (Scheduled).....	\$ 65,785
Landscaping Equipment (Scheduled).....	\$ 5,920
Golf & Utility Carts (Scheduled).....	\$ 108,000
Mobile Home Floater (per disaster limit).....	\$ 60,000

(see schedule of equipment & property on policy)

\$250 deductible applies to all coverages on this floater



BUSINESS AUTOMOBILE POLICY

Shelby Insurance Company  
Policy #ABI 7938401  
Effective 6/14/93 to 6/14/94

COVERAGES:

Liability.....	\$ 500,000
Personal Injury Protection.....	\$ 10,000
Medical Payments.....	\$ 5,000
Uninsured Motorist.....	\$ 500,000
Hired/Non-Owned Auto Liability.....	\$1,000,000
Physical Damage (Scheduled)	
Comprehensive Deductible -	\$250
Collision Deductible -	\$500

VEHICLES:

1986 Toyota Pickup	#4787	-	LIABILITY & PHYSICAL DAMAGE
1986 Dodge Van	#7799	-	LIABILITY
1972 Ford Truck	#1250	-	LIABILITY
1979 Chevy C10	#3160	-	LIABILITY
1980 Chevy S10	#4162	-	LIABILITY & PHYSICAL DAMAGE
1975 Ford Truck	#4541	-	LIABILITY
1978 Chevy 1/2 Ton	#7406	-	LIABILITY
1988 Toyota 1/2 Ton	#7852	-	LIABILITY & PHYSICAL DAMAGE
1989 Chevy S10	#6410	-	LIABILITY

COMMERCIAL UMBRELLA POLICY

Shelby Insurance Company  
Policy #ACX 7938404  
Effective 6-14-93 to 6-14-94

Occurrence limit.....	\$3,000,000
Aggregate limit.....	\$3,000,000
Retained limit.....	\$ 10,000

The Florida Chamber Fund  
Premium Summary

Risk and Insurance Services Corporation  
Guarantee Cost Plan  
Member Services Quotation

07249-000

Name	: WATER OAK LIMITED ET AL	Report Date	01/25/9
Address	: 106 EVERGREEN LANE	904-753-3000	Policy Begin 04/01/9
City	: LADY LAKE, FL 32159		Policy End 04/01/9
Contact	: BETTY ESTRIDGE		Inv. Rate Date 04/01/9
Agency	: O'NEIL, LEE & WEST, INC.	00133-000	
Phone	: 407-425-3411		

----- Guarantee Cost Plan Premium Calculation -----

1.	Manual - Rating Year 1993 .....		33,21
2.	Increased Employers Liability Coverage . 1.90%	631	
3.	Other Additions .....		33,84
4.	Experience Modification .....	1,692	
	04/01/93-04/01/94 1.05		
5.	Estimated Modified Premium .....		35,53
6.	Drug-Free Program Credit.....	- 0	
7.	FCCPAP .....		
8.	Premium Deviation .....	0.00% - 0	
9.	Stock Carrier's Discount .....		3,329
10.	Airplane Seats .....		
11.	Estimated Direct Premium .....		32,21
12.	Expense Constant .....	+ 140	
	Estimated Total Premium .....		32,35

Employer's Liability Limits(a): Accident      Disease (policy)      Disease (employee)  
Eff. Date: 04/01/93                      500,000                      500,000                      500,000

----- Individual Classifications -----

Class Codes	Description	Estimated Payroll	Rate	Estimated Manual	Employees Full	Part
0810	CLERICAL OFFICE EMPL	243,189	0.74	1,800	17	0
0015	BUILDINGS NOC - OPER	185,148	10.61	19,644	24	0
0060	CLUB - COUNTRY & CLE	180,549	6.52	11,772	26	0
Totals....		608,886		33,216	67	0

Premium Subject To Audit

EXHIBIT "I"

LIST OF KNOWN MATERIAL MAINTENANCE PROBLEMS

1. The pump in the sewer lift station located near the entrance of Water Oak Country Club Estates is being repaired or replaced.



EXHIBIT "J"

LIST OF EMPLOYEES AS OF OCTOBER 1, 1993

Name	Position	Salary	Av. Weekly Hours Worked	Date Employed	Benefits
Pent, R.	Supervisor	\$7.00/hr	25	5-25-87	Pd. Vac.
Zimmer, R.	Conv. Officer	\$0.25/hr	3	3-09-92	Pd. Vac.

EXHIBIT "K"

LIST OF LICENSES AND PERMITS

1. St. Johns River Water Management District Consumptive Use Permit No. 2-069-0295NFM.
2. Florida Department of Environmental Regulation Permit to Operate Wastewater Treatment Facility No. D035-158597.
3. Florida Public Service Commission Certificate No. 454-W.
4. Florida Public Service Commission Certificate No. 388-S.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Post Office Box 1429  
Palatka, Florida 32078-1429

JUNE 8, 1993

PERMIT NO. 2-009-0290NFM

DATE ISSUED

CONSUMPTIVE USE

A PERMIT AUTHORIZING:

USE OF GROUND WATER FROM THE FLORIDAN AQUIFER TO SUPPLY AN ESTIMATED POPULATION OF 1,517 PEOPLE IN 7 YEARS AND TO IRRIGATE 72 ACRES OF GOLF COURSE TURF AND 55 ACRES OF URBAN LANDSCAPE USING A MULTIPLE POP-UP SPRINKLER SYSTEM.

LOCATION:

SECTIONS 09, 10, 17 TOWNSHIP 13 SOUTH, RANGE 24 EAST  
LAKE COUNTY  
WATER OAK COUNTRY CLUB ESTATES

ISSUED TO:  
(owner)

WATER OAK UTILITIES CO., INC.  
100 EVERGREEN LANE  
LADY LAKE, FL 32109

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, of liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This Permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373 or 403, Florida Statutes and 40C-1, Florida Administrative Codes:

PERMIT IS CONDITIONED UPON:

SEE CONDITIONS ON ATTACHED "EXHIBIT A", DATED JUNE 8, 1993

AUTHORIZED BY: St. Johns River Water Management District

Department of Resource Management      Governing Board



"EXHIBIT A"

CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 2-069-0295NFM

WATER OAK UTILITIES, CO., INC.

DATED JUNE 8, 1995

1. DISTRICT AUTHORIZED STAFF, UPON PROPER IDENTIFICATION, WILL HAVE PERMISSION TO ENTER, INSPECT AND OBSERVE PERMITTED AND RELATED FACILITIES IN ORDER TO DETERMINE COMPLIANCE WITH THE APPROVED PLANS, SPECIFICATIONS AND CONDITIONS OF THIS PERMIT.
2. NOTHING IN THIS PERMIT SHOULD BE CONSTRUED TO LIMIT THE AUTHORITY OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT TO DECLARE A WATER SHORTAGE AND ISSUE ORDERS PURSUANT TO SECTION 375.775, FLORIDA STATUTES, OR TO FORMULATE A PLAN FOR IMPLEMENTATION DURING PERIODS OF WATER SHORTAGE, PURSUANT TO SECTION 375.246, FLORIDA STATUTES. IN THE EVENT A WATER SHORTAGE IS DECLARED BY THE DISTRICT GOVERNING BOARD, THE PERMITTEE MUST ADHERE TO THE WATER SHORTAGE RESTRICTION AS SPECIFIED BY THE DISTRICT, EVEN THOUGH THE SPECIFIED WATER SHORTAGE RESTRICTIONS MAY BE INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS PERMIT.
3. PRIOR TO THE CONSTRUCTION, MODIFICATION, OR ABANDONMENT OF A WELL, THE PERMITTEE MUST OBTAIN A WATER WELL CONSTRUCTION PERMIT FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT OR THE APPROPRIATE LOCAL GOVERNMENT PURSUANT TO CHAPTER 40C-3, FLORIDA ADMINISTRATIVE CODE. CONSTRUCTION, MODIFICATION, OR ABANDONMENT OF A WELL WILL REQUIRE MODIFICATION OF THE CONSUMPTIVE USE PERMIT WHEN SUCH CONSTRUCTION, MODIFICATION OR ABANDONMENT IS OTHER THAN THAT SPECIFIED AND DESCRIBED ON THE CONSUMPTIVE USE PERMIT APPLICATION FORM.
4. LEAKING OR INOPERATIVE WELL CASINGS, VALVES, OR CONTROLS MUST BE REPAIRED OR REPLACED AS REQUIRED TO ELIMINATE THE LEAK OR MAKE THE SYSTEM FULLY OPERATIONAL.
5. LEGAL USES OF WATER EXISTING AT THE TIME OF PERMIT APPLICATION MAY NOT BE SIGNIFICANTLY ADVERSELY IMPACTED BY THE CONSUMPTIVE USE. IF UNANTICIPATED SIGNIFICANT ADVERSE IMPACTS OCCUR, THE DISTRICT SHALL REVOKE THE PERMIT IN WHOLE OR IN PART TO CURTAIL OR ABATE THE ADVERSE IMPACTS, UNLESS THE IMPACTS CAN BE MITIGATED BY THE PERMITTEE.
6. OFF-SITE LAND USES EXISTING AT THE TIME OF PERMIT APPLICATION MAY NOT BE SIGNIFICANTLY ADVERSELY IMPACTED AS A RESULT OF THE CONSUMPTIVE USE. IF UNANTICIPATED SIGNIFICANT ADVERSE IMPACTS OCCUR, THE DISTRICT SHALL REVOKE THE PERMIT IN WHOLE OR IN PART TO CURTAIL OR ABATE THE ADVERSE IMPACTS, UNLESS THE IMPACTS CAN BE MITIGATED BY THE PERMITTEE.

7. THE DISTRICT MUST BE NOTIFIED, IN WRITING, WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF A WELL OR FACILITY FROM WHICH THE PERMITTED CONSUMPTIVE USE IS MADE OR WITHIN 30 DAYS OF ANY TRANSFER OF OWNERSHIP OR CONTROL OF THE REAL PROPERTY AT WHICH THE PERMITTED CONSUMPTIVE USE IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF PERMITS ARE SUBJECT TO THE PROVISIONS OF SECTION 40C-7.072.
8. A DISTRICT-ISSUED IDENTIFICATION TAG SHALL BE PROMINENTLY DISPLAYED AT EACH WITHDRAWAL SITE BY PERMANENTLY AFFIXING SUCH TAG TO THE PUMP, HEADGATE, VALVE OR OTHER WITHDRAWAL FACILITY AS PROVIDED BY SECTION 40C-2.407, FLORIDA ADMINISTRATIVE CODE. PERMITTEE SHALL NOTIFY THE DISTRICT IN THE EVENT THAT A REPLACEMENT TAG IS NEEDED.
9. THE PERMITTEE MUST ENSURE THAT ALL SERVICE CONNECTIONS ARE METERED.
10. LANDSCAPE IRRIGATION IS PROHIBITED BETWEEN THE HOURS OF 10:00 A.M. AND 4:00 P.M., EXCEPT AS FOLLOWS:

*copy given to  
landscape supervisor*

- A. IRRIGATION USING A MICRO-IRRIGATION SYSTEM IS ALLOWED ANYTIME.
- B. THE USE OF RECLAIMED WATER FOR IRRIGATION IS ALLOWED ANYTIME, PROVIDED APPROPRIATE SIGNS ARE PLACED ON THE PROPERTY TO INFORM THE GENERAL PUBLIC AND DISTRICT ENFORCEMENT PERSONNEL OF SUCH USE. SUCH SIGNS MUST BE IN ACCORDANCE WITH LOCAL RESTRICTIONS.
- C. IRRIGATION OF, OR IN PREPARATION FOR PLANTING, NEW LANDSCAPE IS ALLOWED ANY TIME OF DAY FOR ONE 30 DAY PERIOD PROVIDED IRRIGATION IS LIMITED TO THE AMOUNT NECESSARY FOR PLANT ESTABLISHMENT.
- D. WATERING IN OF CHEMICALS, INCLUDING INSECTICIDES, PESTICIDES, FERTILIZERS, FUNGICIDES, AND HERBICIDES WHEN REQUIRED BY LAW, THE MANUFACTURER, OR BEST MANAGEMENT PRACTICES IS ALLOWED ANYTIME WITHIN 24 HOURS OF APPLICATION.
- E. IRRIGATION SYSTEMS MAY BE OPERATED ANYTIME FOR MAINTENANCE AND REPAIR PURPOSES NOT TO EXCEED TEN MINUTES PER HOUR PER ZONE.

11. GOLF COURSE AND RECREATIONAL IRRIGATION IS PROHIBITED BETWEEN THE HOURS OF 10:00 A.M. AND 4:00 P.M., EXCEPT AS FOLLOWS:
  - A. IRRIGATION USING A MICRO-IRRIGATION SYSTEM IS ALLOWED ANYTIME.

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Supplement 7.28.93

- B. FACILITIES USING RECLAIMED WATER FOR IRRIGATION MAY DO SO AT ANYTIME PROVIDED APPROPRIATE SIGNS ARE PLACED ON THE PROPERTY TO INFORM THE GENERAL PUBLIC AND DISTRICT PERSONNEL OF SUCH USE. SUCH SIGNS MUST BE IN ACCORDANCE WITH LOCAL RESTRICTIONS.
- C. THE USE OF RECYCLED WATER FROM WET DETENTION TREATMENT PONDS TO IRRIGATE GOLF COURSES AND RECREATIONAL AREAS IS ALLOWED ANYTIME PROVIDED THE PONDS ARE NOT AUGMENTED FROM ANY GROUND OR OFF-SITE SURFACE WATER SOURCES.
- D. IRRIGATION OF, OR IN PREPARATION FOR PLANTING, NEW GOLF COURSES AND RECREATIONAL AREAS IS ALLOWED AT ANY TIME OF DAY FOR ONE 30 DAY PERIOD PROVIDED IRRIGATION IS LIMITED TO THE AMOUNT NECESSARY FOR PLANT ESTABLISHMENT. IRRIGATION OF NEWLY SEEDED OR SPRIGGED GOLF COURSE AREAS IS ALLOWED ANY TIME OF DAY FOR ONE 60 DAY PERIOD.
- E. CHEMIGATION AND FERTIGATION ARE ALLOWED AT ANY TIME OF DAY ONE TIME PER WEEK, AND ANYTIME DURING THE NORMAL 4:00 P.M. TO 10:00 A.M. IRRIGATION HOURS.
- F. HAULING IN OF CHEMICALS, INCLUDING INSECTICIDES, PESTICIDES, FERTILIZERS, FUNGICIDES, AND HERBICIDES WHEN REQUIRED BY LAW, THE MANUFACTURER OR BEST MANAGEMENT PRACTICES IS ALLOWED ANYTIME WITHIN 24 HOURS OF APPLICATION.
- G. IRRIGATION SYSTEMS MAY BE OPERATED ANYTIME FOR MAINTENANCE AND REPAIR PURPOSES NOT TO EXCEED TEN MINUTES PER HOUR PER ZONE.
- H. THE USE OF WATER TO PROTECT GOLF COURSE TURF FROM HEAT STRESS DAMAGE IS ALLOWED ANYTIME, PROVIDED THE WATERING DOES NOT EXCEED TEN MINUTES PER HOUR PER ZONE.

12. IF CHEMICALS ARE INJECTED INTO THE IRRIGATION SYSTEM, THE WELL OR SURFACE PUMP MUST BE EQUIPPED WITH BACKFLOW PREVENTION DEVICES INSTALLED PURSUANT TO SECTION 5E-2.030, F.A.C.

13. WHENEVER FEASIBLE, THE PERMITTEE MUST USE NATIVE VEGETATION THAT REQUIRES LITTLE SUPPLEMENTAL IRRIGATION FOR LANDSCAPING WITHIN THE SERVICE AREA OF THE PROJECT.

14. THIS PERMIT WILL EXPIRE 4 YEARS FROM THE DATE OF ISSUANCE.

15. MAXIMUM ANNUAL GROUNDWATER WITHDRAWALS FOR HOUSEHOLD USE MUST NOT EXCEED THE FOLLOWING:

- 59.13 MILLION GALLONS IN 1993;
- 65.15 MILLION GALLONS IN 1994;
- 67.53 MILLION GALLONS IN 1995;



72.27 MILLION GALLONS IN 1996;  
77.38 MILLION GALLONS IN 1997;  
82.66 MILLION GALLONS IN 1998; AND  
86.20 MILLION GALLONS IN 1999.

10. MAXIMUM DAILY GROUNDWATER WITHDRAWALS FOR HOUSEHOLD USE MUST NOT EXCEED THE FOLLOWING:

0.324 MILLION GALLONS IN 1993;  
0.346 MILLION GALLONS IN 1994;  
0.370 MILLION GALLONS IN 1995;  
0.396 MILLION GALLONS IN 1996;  
0.424 MILLION GALLONS IN 1997;  
0.454 MILLION GALLONS IN 1998; AND  
0.4847 MILLION GALLONS IN 1999.

11. MAXIMUM ANNUAL GROUNDWATER WITHDRAWALS FOR GOLF COURSE IRRIGATION MUST NOT EXCEED 48.97 MILLION GALLONS (150.11 ACRE-FI/YR).

12. MAXIMUM ANNUAL GROUNDWATER WITHDRAWALS FOR URBAN LANDSCAPE IRRIGATION MUST NOT EXCEED 40.88 MILLION GALLONS (125.46 ACRE-FI/YR).

A REUSE FEASIBILITY STUDY MUST BE SUBMITTED TO THE DISTRICT WITHIN SIX MONTHS OF PERMIT ISSUANCE. THE REPORT MUST INCLUDE DOCUMENTATION VERIFYING ALL COSTS ASSOCIATED WITH REUSING RECLAIMED WATER. IF THE REPORT CONCLUDES THAT REUSE IS NOT FEASIBLE, THEN THE PERMITTEE MUST PROVIDE THE NECESSARY SUPPORTING DOCUMENT(S).

20. RECLAIMED WATER MUST BE PRODUCED AND USED IN PLACE OF HIGHER QUALITY WATER SOURCES WHEN IT BECOMES ECONOMICALLY, ENVIRONMENTALLY, AND TECHNOLOGICALLY FEASIBLE.

21. PERMITTEE MUST PERFORM AN ANNUAL WATER AUDIT AS INCLUDED IN THE WATER CONSERVATION PLAN FORM FOR PUBLIC SUPPLY. IF THE WATER AUDIT SHOWS THAT SYSTEM LOSSES EXCEED 10% OF WITHDRAWALS, A LEAK DETECTION AND REPAIR PROGRAM MUST BE IMPLEMENTED.

22. A CONSERVATION BASED RATE STRUCTURE MUST BE PROPOSED TO THE PUBLIC SERVICE COMMISSION AT THE NEXT GENERAL RATE CASE IN 1998. IF A RATE CASE IS MANDATED BY THE PSC PRIOR TO THIS TIME, CONSERVATION RATES MUST BE PROPOSED AT THAT TIME.

23. THE PERMITTEE MUST MEASURE THE QUANTITY OF WATER WITHDRAWN FROM WELL NO'S 1, 2, AND 3 AS LISTED ON THE APPLICATION USING THE EXISTING IN-LINE TOTALIZING FLOW METERS. THESE METERS MUST MAINTAIN 95% ACCURACY, BE VERIFIABLE AND BE INSTALLED ACCORDING TO MANUFACTURER SPECIFICATIONS.

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per page p 9  
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24. TOTAL WITHDRAWALS FROM WELL NO'S 1, 2, AND 3 AS LISTED ON THE APPLICATION MUST BE RECORDED CONTINUOUSLY, TOTALLED MONTHLY, AND REPORTED TO THE DISTRICT AT LEAST EVERY SIX MONTHS FROM THE INITIATION OF THE MONITORING USING FORM NO. EN-50.
25. THE PERMITEE MUST MAINTAIN ALL METERS. IN CASE OF FAILURE OR BREAKDOWN OF ANY METER, THE DISTRICT MUST BE NOTIFIED IN WRITING WITHIN 5 DAYS OF ITS DISCOVERY. A DEFECTIVE METER MUST BE REPAIRED OR REPLACED WITHIN 30 DAYS OF ITS DISCOVERY.
26. THE PERMITEE MUST HAVE ALL FLOW METERS CHECKED FOR ACCURACY AT LEAST ONCE EVERY 3 YEARS WITHIN 30 DAYS OF THE ANNIVERSARY DATE OF PERMIT ISSUANCE, AND RECALIBRATED IF THE DIFFERENCE BETWEEN THE ACTUAL FLOW AND THE METER READING IS GREATER THAN 5%. DISTRICT FORM NO. EN-51 MUST BE SUBMITTED TO THE DISTRICT WITHIN 10 DAYS OF THE INSPECTION/CALIBRATION.
27. PERMITEE MUST IMPLEMENT THE CONSERVATION PLANS SUBMITTED ON AUGUST 3, 1992 AND NOVEMBER 2, 1992 AND MODIFIED ON FEBRUARY 7, 1993 IN ACCORDANCE WITH THE SCHEDULE CONTAINED THEREIN. A REPORT DETAILING THE PROGRESS OF PLAN IMPLEMENTATION MUST BE SUBMITTED TO THE DISTRICT ON OR BEFORE DECEMBER 15, 1996.
28. SOURCE CLASSIFICATION IS CONFINED OR SEMI-CONFINED AQUIFER.
29. USE CLASSIFICATION IS 49.5% (38.20 MGY) HOUSEHOLD, 27.5% (40.97 MGY) GOLF COURSE, AND 23.0% (40.88 MGY) URBAN LANDSCAPE.

5  
F. 98  
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6.8.94



# Florida Department of Environmental Regulation

Central District • 3319 Maguire Boulevard, Suite 232 • Orlando, Florida 32803-3767 • 407-894-7555

Bob Martinez, Governor

Dale Twachtmann, Secretary

John Shearer, Assistant Secretary  
Alex Alexander, Deputy Assistant Secretary

Permittee:  
Water Oak Utility, Inc.  
3 Water Oak Boulevard  
Lady Lake, FL 32659

Attention: Michael Martin  
Operations Manager

I. D. Number: 3035P00172  
Permit/Certification  
Number: D035-158597  
Date of Issue:  
Expiration Date: 1/1/94  
County: Lake  
Project: Water Oak Estates, S.T.P.

This permit is issued under the provisions of Chapter(s) 403, Florida Statutes, and Florida Administrative Code Rule(s) 17-3, 17-4 and 17-6, F.A.C. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

Operate: A 0.200 MGD design capacity dual train extended aeration wastewater treatment facility with tertiary filters. The disinfected reclaimed water is discharged to ground water from a lined 3-day wet weather storage pond by spray irrigation on two (2) restricted access sites and no discharge to surface waters. Site 1: 2.9 + acres wetted area (5.2 + acres including buffer) with a design capacity of 60,000 GPD. Site 2: 16.4 + acres wetted area (30 + acres including buffer) with a design capacity of 200,000 GPD.

Location: 3 Water Oak Boulevard, Lady Lake, Lake County, Florida.

Treatment Required: Secondary treatment and basic disinfection.

Operators Required: This is a Class C, Category III treatment facility. In accordance with Chapter 17-16, F.A.C. an operator of minimum certification Class C shall be on-site for one-half (1/2) hour per day for five (5) days per week and a weekend visit, as a minimum.

General Conditions are attached to be distributed to the permittee only.



PERMITTEE:

I.D. Number:  
Permit/Certification Number:  
Date of Issue:  
Expiration Date:

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations, and restrictions set forth herein are "Permit Conditions" and such are binding upon the permittee and enforceable pursuant to the authority of Sections 403.161, 403.727, 403.859 through 403.861, Florida Statutes. The permittee is hereby placed on notice that the department will review this permit periodically and may initiate enforcement action for any violation of the "Permit Conditions" by the permittee, its agents, employees, servants or representatives.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the department.
3. As provided in Subsections 403.087(6) and 403.722(5), Florida Statutes, the issuance of this permit does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. This permit does not constitute a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in the permit.
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgement of title and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the state. Only the Trustees of the Internal Improvement Trust Fund may express state opinion as to title.

This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, plant or aquatic life or property and penalties therefor caused by the construction or operation of this permittee source, nor does it allow the permittee to cause pollution in contravention of Florida Statutes and department rules, unless specifically authorized by an order from the department.

6. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the condition of this permit, as required by department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
  - a. Having access to and copying any records that must be kept under the conditions of the permit;
  - b. Inspecting the facility, equipment, practices, or operations regulated or required under this permit; and
  - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately notify and provide the department with the following information:
  - a. a description of and cause of non-compliance; and

MITTEE:

I.D. Number:  
Permit/Certification Number:  
Date of Issue:  
Expiration Date:

b. the period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-compliance.

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the department for penalties or revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, which are submitted to the department, may be used by the department as evidence in any enforcement case arising under the Florida Statutes or department rules, except where such use is proscribed by Sections 403.73 and 403.111, Florida Statutes.

1. The permittee agrees to comply with changes in department rules and Florida Statutes after a reasonable time for compliance, provided however, the permittee does not waive any other rights granted by Florida Statutes or department rules.

.. This permit is transferable only upon department approval in accordance with Florida Administrative Code Rules 17-4.12 and 17-30.30, as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the department.

.. This permit is required to be kept at the work site of the permitted activity during the entire period of construction or operation.

.. This permit also constitutes:

- ( ) Determination of Best Available Control Technology (BACT)
- ( ) Determination of Prevention of Significant Deterioration (PSD)
- ( ) Certification of Compliance with State Water Quality Standards (Section 401, PL 92-500)
- ( ) Compliance with New Source Performance Standards

.. The permittee shall comply with the following monitoring and record keeping requirements:

a. Upon request, the permittee shall furnish all records and plans required under department rules. The retention period for all records will be extended automatically, unless otherwise stipulated by the department, during the course of any unresolved enforcement action.

b. The permittee shall retain at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation), copies of all reports required by this permit, and records of all data used to complete the application for this permit. The time period of retention shall be at least three years from the date of the sample, measurement, report or application unless otherwise specified by department rule.

c. Records of monitoring information shall include:

- the date, exact place, and time of sampling or measurements;
- the person responsible for performing the sampling or measurements;
- the date(s) analyses were performed;
- the person responsible for performing the analyses;
- the analytical techniques or methods used; and
- the results of such analyses.

When requested by the department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the department, such facts or information shall be submitted or corrected promptly.

PERMITTEE:  
Water Oak Utility, Inc.

Attention: Michael Martin  
Operations Manager

I. D. Number: 3035P00172  
Permit/Certification Number:  
D035-158597  
Date of Issue:  
Expiration Date: 1/1/94

SPECIFIC CONDITIONS:

1. The required sampling shall be as follows:

<u>Parameter</u>	<u>Recording or sampling Frequency</u>
TSS	once every two weeks
BOD <sub>5</sub>	once every two weeks
pH	daily, 5 days per week
Chlorine residual	daily, 5 days per week
Flow	daily, 5 days per week
Fecal coliform	quarterly
Nitrate as N	quarterly

The sampling and analysis required above shall be in accordance with Chapter 17-19, F.A.C. and approved standard methods. Properly executed reports shall be submitted monthly to this office and Lake County Pollution Control, by the 15th day of the following month.

2. Ground water monitoring shall be performed in accordance with the previously approved Ground Water Monitoring Plan.
3. Facilities discharging to groundwaters shall be operated and maintained at all times so as to prevent overflow or seepage of water to adjacent ground surfaces or runoff to surface waters.
4. The maintenance and operation log required pursuant to Rule 17-16.360(e), F.A.C., shall be stored on-site in a weather resistant structure.
5. The boundary of the zone of discharge shall be 100 feet from the site (wetted disposal area) boundary or to the installation's property boundary whichever is less. The zone of discharge shall be the volume underlying the surface within this boundary to the base of the unconfined aquifer.
6. Operational difficulties shall be immediately reported to both the local pollution control program and to the Department of Environmental Regulation.
7. The permittee shall submit the prescribed application and supporting data for an operation permit no later than 60 days prior to expiration of this permit.



PERMITTEE:  
Water Oak Utility, Inc.

Attention: Michael Martin  
Operations Manager

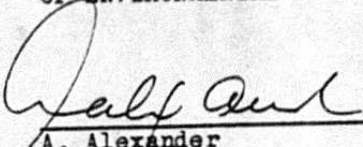
I. D. Number: 3035P00172  
Permit/Certification Number:  
D035-158597  
Date of Issue:  
Expiration Date: 1/1/94

SPECIFIC CONDITIONS:

8. The reclaimed water delivered to the land application system shall be adequately chlorinated at all times so as to maintain 0.5 mg/l total chlorine residual after a minimum contact period of 15 minutes (based upon peak flow).
9. Waste sludge disposal shall be in accordance with Rule 17-7, Part IV, F.A.C. Sludge which has not been analyzed pursuant to Rule 17-7.54(1) and (2), F.A.C. shall be disposed of at approved sanitary landfills or as otherwise provided in Rule 17-7.54(6), F.A.C.

ISSUED 1-17-89

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL REGULATION

  
A. Alexander  
Deputy Assistant Secretary  
3319 Maguire Boulevard  
Suite 232  
Orlando, Florida 32803



# FLORIDA PUBLIC SERVICE COMMISSION

## CERTIFICATE NUMBER

454-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

Water Oaks Estates Utilities

Whose principal address is

1 Water Oak Boulevard

Lady Lake, FL 32659 (Lake Co.)

to provide water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER \_\_\_\_\_ DATED 5/6/86 DOCKET 850517-WS

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



Steve Hinkle  
Director, Division of Records & Reporting

[Signature]  
Executive Director



# FLORIDA PUBLIC SERVICE COMMISSION

## CERTIFICATE NUMBER

388-S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

Water Oaks Estates Utilities

Whose principal address is

1 Water Oak Boulevard

Lady Lake, FL 32659 (Lake Co.)

to provide sewer service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER \_\_\_\_\_ DATED 5/6/86 DOCKET 850517-WS

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



*Steve Lillie*  
Director, Division of Records & Reporting

*[Signature]*  
Executive Director



# KATZ, KUTTER, HAIGLER, ALDERMAN, MARKS, BRYANT & YON

PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS AT LAW

SILVIA MORELL ALDERMAN  
JOHN M. ARIALE  
DONNA E. BLANTON  
ALAN HARRISON BRENTS  
DANIEL C. BROWN  
BILL L. BRYANT, JR.  
NANCY M. BURKE  
JONATHAN B. BUTLER  
RICHARD E. COATES  
J. RILEY DAVIS  
JOSE A. DIEZ-ARGUELLES  
MARTIN R. DIX  
KENNETH W. DONNELLY  
PAUL R. EZATOFF  
WILLIAM M. FURLOW  
MITCHELL B. HAIGLER  
DAVID P. HEALY  
MARK E. KAPLAN  
ALLAN J. KATZ  
EDWARD L. KUTTER  
RICHARD P. LEE  
JOHN C. LOVETT  
CHRISTOPHER B. LUNNY  
JOHN R. MARKS, III

POST OFFICE BOX 1877 32302-1877  
HIGHPOINT CENTER  
106 EAST COLLEGE AVENUE, 19TH FLOOR  
TALLAHASSEE, FLORIDA 32301

TELEPHONE (904) 924-9634  
TELECOPIER (904) 922-0103  
TELECOPIER (904) 924-0781

SUNBANK CENTER  
SUITE 1425  
2601 SOUTH ORANGE AVENUE  
ORLANDO, FLORIDA 32801

TELEPHONE (407) 480-8460  
TELECOPIER (407) 840-0553

REPLY TO: TALLAHASSEE

January 9, 1996

TRAVIS L. MILLER  
BRIAN M. HUGENT  
BRUCE D. PLATT  
ARTHUR I. STERN, III  
LISA D. STREAM  
GARY P. TIMIN  
J. LARRY WILLIAMS  
DAVID A. YON  
PAUL A. ZEIGLER

OF COUNSEL  
EDWARD S. JAFFRY  
PATRICK F. MARONEY  
CRAIG A. MEYER

GOVERNMENTAL CONSULTANTS  
MONICA A. LASSETER\*  
PAT GRIFFITH O'CONNELL\*  
E. CLINT SHAWLEY\*  
GERALD C. WESTER\*  
(\*NOT A MEMBER OF FLORIDA BAR)

EXECUTIVE DIRECTOR  
J. ANDREW KELLER, III, C.P.A.

VIA HAND DELIVERY

DEPOSIT TREASURY DATE

Blanca Bayo, Director  
Division of Records and Reporting  
Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399

0251 JAN 10 '96

960040-WS

RE: Application for Transfer of Certificates Nos. 454-W and 388-S

Dear Ms. Bayo:

Enclosed for filing are an Application for Transfer of Water and Sewer Certificates Nos. 454-W and 388-S. Also enclosed are 12 copies of the application and exhibits, the original and two copies of the tariff sheets, and a check in the amount of \$3,000 for the filing fees.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

WATER OAK UTILITIES  
SUN COMMUNITIES OPERATING L.P.  
31700 MIDDLEBELT RD, STE 145  
FARMINGTON HILLS, MI 48334

NBD BANK  
DEARBORN, MICHIGAN

74-1292-  
274

NO: 25492

DATE

12/18/95

AMOUNT

\*\*\*\*\*\$3000.00

PAY THREE THOUSAND AND NO/100 DOLLARS

TO THE ORDER OF FLORIDA PUBLIC SERVICE COMMISSION

Jeffrey P. Jonsson  
AUTHORIZED SIGNATURE

APPLICATION FOR TRANSFER OF CERTIFICATES 454-W AND 388-S

**Exhibit A**

The transfer of Water Certificate No. 454-W and Sewer Certificate No. 388-W to Sun Communities Finance Limited Partnership (Sun Communities) is in the public interest because Sun Communities has the financial ability to provide service and will operate the utility in a proper manner. Also, Sun Communities owns the mobile home community served by the utility and it is in the public interest for the same utility to own both the park and the utility.

As reflected in the Affidavit of Capital Contributions for a Foreign Limited Partnership, (part of Exhibit B to the application), Sun Communities has allocated \$39,610,000.00 of the \$91,065,246.00 in limited partners' contributions to transacting business in Florida. Also, as reflected in the Profit and Loss Statements (Exhibit C) and Balance Sheet (Exhibit D) for the six months ended June 30, 1994, Sun Communities is profitable and well capitalized.

The utility will continue to be operated by Midstate Utilities, Inc., which operated the utility for the transferor. See agreement with Midstate Utilities, Inc. attached to Purchase and Sale Agreement (Exhibit E). The operator's licenses are C-6700 (water) and C-7433 (wastewater).

Sun Communities will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

**Exhibit B**

See enclosed registration to transact business in Florida, marked Exhibit B.

**Exhibit C**

See enclosed profit and loss statement, marked Exhibit C.

**Exhibit D**

See enclosed balance sheet, marked Exhibit D.

**Exhibit E**

See enclosed Purchase and Sale Agreement, marked Exhibit E.

Also, there were no customer deposits, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility or leases. Therefore, the Purchase and Sale Agreement does not provide for their disposition.

**Exhibit F**

There were no outstanding regulatory assessment fees, fines or refunds owed at the time the utility assets were transferred.



### **Exhibit G**

As set forth in the Purchase and Sale Agreement (Exhibit E), the purchase is being financed by a Promissory Note in the amount of \$744,890.00. The Promissory Note is secured by an Irrevocable Letter of Credit issued by NBA Bank, N.A. and by an unconditional guarantee of Mr. Milton Shiffman as Guarantor.

### **Exhibit H**

As described in the Affidavit of Capital Contributions for a Foreign Limited Partnership, the limited partners have contributed \$91,065,246.00 to the buyer, \$39,610,000.00 of which is allocated for the purpose of transacting business in Florida (See Exhibit B). The financial statements for Sun Communities are Exhibits C and D.

### **Exhibit I**

As reflected in the 1993 Annual Report, the proposed net book value (rate base) of the system, as of December, 1993, is \$99,573 (water) and \$151,562 (sewer).

### **Exhibit J**

Sun Communities has obtained the seller's Federal Income Tax Returns for the years 1991 and 1992. Sun Communities has requested that the seller's CPAs, Shumacker and Johnson provide copies of the previous years tax returns and of 1993.

**Exhibit K**

Sun Communities, after reasonable investigation, believes the utility system is in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection.

**Exhibit L**

Affidavit of Notice to governments and other utilities will be a late-filed exhibit.

**Exhibit M**

Affidavit of Notice to customers will be a late-filed exhibit.

**Exhibit N**

Affidavit of Newspaper Notice will be a late-filed exhibit.

**Exhibit O**

See Warranty Deed enclosed, marked Exhibit O.

**Exhibit P**

See enclosed Tariff sheets.

**Exhibit Q**

Attached are copies of the utility's current certificates.





FLORIDA DEPARTMENT OF STATE

Jim Smith  
Secretary of State

December 1, 1993

C T CORPORATION SYSTEM

TALLAHASSEE, FL

The Affidavit and Application of Limited Partnership for SUN COMMUNITIES FINANCE LIMITED PARTNERSHIP, a Michigan limited partnership were filed on December 1, 1993 and assigned document number B93000000529. Please refer to this number whenever corresponding with this office.

Enclosed is your certificate of authority.

This partnership's certificate of authority will expire on January 1, 1994. To renew the partnership's certificate of authority, the limited partnership must file with the Department of State, on or before December 31, 1993, a limited partnership annual report form. Therefore, we are enclosing a Limited Partnership Annual Report form for you to complete and return to this office as soon as possible.

Please be aware if the limited partnership address changes, it is the responsibility of the limited partnership to notify this office.

Should you have any questions concerning this matter, please telephone (904) 487-6051, the Registration and Qualification Section.

Buck Kohr  
Corporate Specialist  
Division of Corporations

Letter Number: 593A00140323

# State of Florida



Department of State

I certify from the records of this office that SUN COMMUNITIES FINANCE LIMITED PARTNERSHIP is a Michigan limited partnership registered to transact business in the state of Florida on December 1, 1993.

The document number of this limited partnership is B93000000529.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
First day of December, 1993



CR2EO22 (2-91)

*Jim Smith*

Jim Smith  
Secretary of State

APPLICATION BY FOREIGN LIMITED PARTNERSHIP  
FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

1. Sun Communities Finance Limited Partnership  
(Name of limited partnership as it is in the home state;

2. \_\_\_\_\_  
(If name is unavailable, name under which the limited partnership proposes to register or transact business in Florida; must contain the word "LIMITED" or "LTD.")

3. Michigan 4. November 18, 1993  
(State of Formation) (Date of Formation)

5. C T CORPORATION SYSTEM  
(Name of Registered Agent for Service of Process)

6. c/o C T Corporation System, 1200 South Pine Island Road  
(Street Address of Registered Office)

Plantation, Florida 33324  
(City) (Zip Code)

7. Acceptance by the Registered Agent for Service of Process.

C T CORPORATION SYSTEM  
Claddia L. Saari  
(Officer must sign on this line)  
CLADDIA L. SAARI, ASST SECY.  
(Type Name and Title of Officer)

8. 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334  
(Address of Registered Office required in State of Formation or, if not required, Address of Principal Office.)

9. NAME OF GENERAL PARTNERS

SPECIFIC ADDRESS

Sun QRS, Inc.

31700 Middlebelt Rd., Suite 145, Farmington Hill.  
Michigan 48334

*F9300005406*

97 DEC - 1 PM 3:50

10. 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334  
(Office where Names, Addresses and Contributions of Limited Partners are kept.)

11. The limited partnership will undertake to keep the records listing the addresses and capital contributions of the limited partner or limited partners until the limited partnership's registration in Florida is cancelled or withdrawn.

12. 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334  
(Mailing Address of Limited Partnership)



This 23<sup>rd</sup> day of November, 19 93.

Sun Qrs, Inc.

General Partner

By: Gary A. Shiffman, President

STATE OF MICHIGAN

COUNTY OF WAYNE

THE FOREGOING instrument was acknowledged and sworn to before me this 23<sup>rd</sup> day of November, 1993, by Gary A. Shiffman President (Name of General Partner) of Sun Qrs, Inc.

Gen Communities Finance Limited Partnership  
(Name of Limited Partnership), A Michigan (State or Country) Limited Partnership, on behalf of the Limited Partnership.

Notary Public

State of MICHIGAN at Large

(SEAL)

My Commission Expires:

TIFFANY L. COPPOCK  
Notary Public, Wayne County, Michigan  
My Commission Expires Sept. 21, 1994

53 DEC -1 PM 3:50

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS FOR A  
FOREIGN LIMITED PARTNERSHIP**

The undersigned general partners of Sun Communities Finance Limited Partnership, a(an) Michigan limited partnership, executed this supplemental affidavit filed pursuant to section 620.176, Florida Statutes.

The total amount of contributions of all limited partners is: \$91,065,246.00

The total amount of the capital contributions of the limited partners that is allocated for the purpose of transacting business in Florida is \$ 39,610,000.00

This 21<sup>th</sup> day of November, 19 92.

**FURTHER AFFIANT SAYETH NOT.**

Under the penalties of perjury I declare that I have read the following and that the facts are true, to the best of my knowledge and belief.

General Partner

Sun QRS, Inc., a Michigan corporation

By: 

Gary A. Shiffman, President

93 DEC - 1 PM 3:50

## EXHIBIT C

PROFIT & LOSS STATEMENT  
 SUN COMMUNITIES  
 FINANCE LIMITED PARTNERSHIP - CONSOLIDATED  
 SIX MONTHS ENDED  
 JUNE 30, 1994

## INCOME

RENTAL INCOME		
Rental Income	5,636,135	
Late Fees and NSF Charges	41,328	
Other Charges and Fees	27,246	
<b>TOTAL RENTAL INCOME</b>		<u>5,704,709</u>

MISCELLANEOUS INCOME		
Cable TV Royalties	74,963	
Laundry Income	3,336	
Other Income	18,895	
Commercial Income	5,000	
Water and Sewer Income	371,654	
Lawn Services Income	7,059	
Allocated Expenses	30,094	
Trash Service Income	13,464	
Maintenance Service Income	4,582	
Other Income	49,124	
Property Tax Revenues	37,085	
<b>TOTAL MISCELLANEOUS INCOME</b>		<u>615,256</u>

**TOTAL INCOME** 6,319,965

## EXPENSES

OPERATING EXPENSES		
Advertising	14,166	
Automobile	27,881	
Cable TV	19,215	
Court Costs	308	
Insurance	50,736	
Interest	1,357,085	
Legal Fees	13,574	
Licenses and Dues	16,796	
Miscellaneous	5,248	
Office	38,230	
Employee Benefits	42,872	
Payroll	415,598	



Payroll - Taxes	39,183	
Repairs and Maintenance	240,005	
Rubbish Removal	123,800	
Security	25,792	
Snow Removal	13,798	
Taxes - Property	444,172	
Taxes - School	21,246	
Travel	14,234	
Utilities	584,812	
<b>TOTAL OPERATING EXPENSES</b>		<b><u>3,508,751</u></b>
<b>OTHER EXPENSES</b>		
Depreciation and Amortization	1,462,844	
<b>TOTAL OTHER EXPENSES</b>		<b><u>1,462,844</u></b>
<b>GENERAL &amp; ADMINISTRATIVE EXPENSES</b>		
Consulting Fees	0	
Office Expense	825	
Telephone	805	
Travel and Entertainment	3,180	
Federal Income Tax	650	
<b>TOTAL GENERAL &amp; ADMINISTRATIVE EXPENSES</b>		<b><u>5,460</u></b>
<b>TOTAL EXPENSES</b>		<b><u>4,977,055</u></b>
<b>NET OPERATING INCOME</b>		<b><u>1,342,910</u></b>

## EXHIBIT D

BALANCE SHEET  
 SUN COMMUNITIES  
 FINANCE LIMITED PARTNERSHIP - CONSOLIDATED  
 SIX MONTHS ENDED  
 JUNE 30, 1994

## ASSETS

## CURRENT ASSETS

Cash	368,640
Petty Cash	14,240
Accounts Receivable	289,628
Prepaid Insurance	30,933
Prepaid Taxes	171,651
Other Assets	30,702

## TOTAL CURRENT ASSETS

905,794

## FIXED ASSETS

Land Improvement	74,792,476
Acc. Dep. - Land Improvements	(1,258,948)
Equipment	2,198,832
Acc. Dep. - Equipment	(102,220)
Mobile Homes	3,520
Vehicles	35,948
Buildings	20,773
Furniture and Fixtures	21,558
Signs	12,333
Acc. Dep. - Parks	(109,042)
Model Home Inventory	105,727
Land	9,238,386
Promotions	81,555
Deferred Financing Costs	974,269
Park Amortization	(29,600)
Leasco Contracts Receivable	(35,349)

## TOTAL FIXED ASSETS

85,950,218

## TOTAL ASSETS

86,856,011

## LIABILITIES

## CURRENT LIABILITIES

Accounts Payable	190,750
Accrued Expenses	38,249
Accrued Interest	147
Accrued Taxes	384,683

Deferred Revenue - Interest	575,665	
Security Deposits	511,210	
Prepaid Rental Income	37,079	
<b>TOTAL CURRENT LIABILITIES</b>		<u>1,737,783</u>
<b>LONG TERM LIABILITIES</b>		
Mortgage Debt - Lehman	36,000,000	
Mortgage Debt - Shiffman	5,000,000	
Note Payable - Purchase Money	1,964,448	
OP Units to be Issued	8,414,000	
<b>TOTAL LONG TERM LIABILITIES</b>		<u>51,378,448</u>
<b>TOTAL LIABILITIES</b>		<u>53,116,231</u>
<b>CAPITAL</b>	33,739,781	
<b>TOTAL CAPITAL</b>		<u>33,739,781</u>
<b>TOTAL CAPITAL AND LIABILITIES</b>		<u>86,856,012</u>



**TOTAL CAPITAL AND LIABILITIES**

**86,856,012**

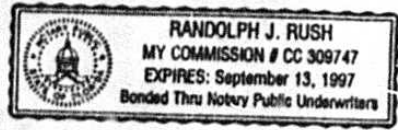
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Print Name

Ma 1/1  
Randolph J. Rush

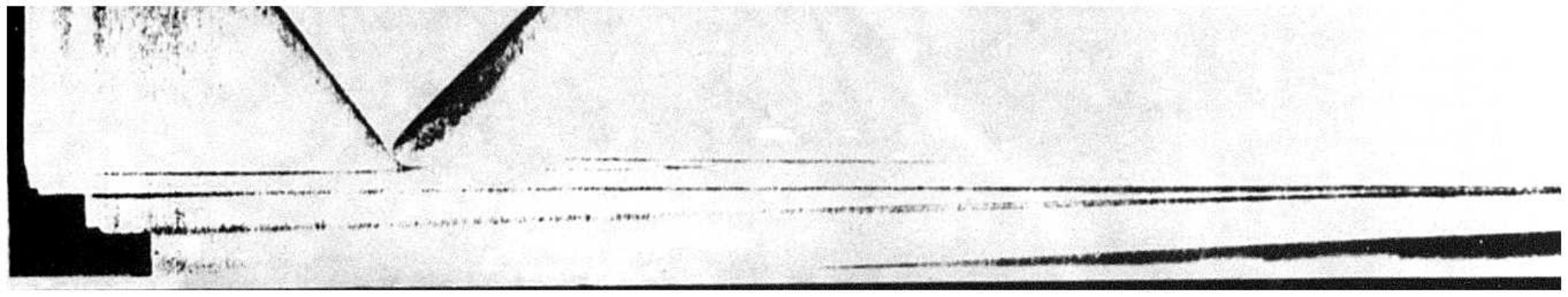
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Lady Lake, FL 32159

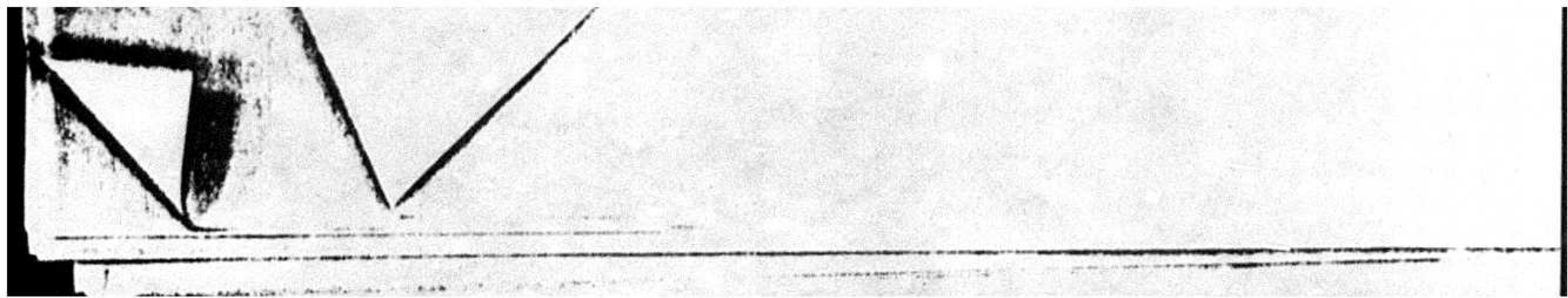
*Randolph J. Rush*  
Print Name *Randolph J. Rush*  
Notary Public  
My Commission Expires: 9-13-97



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DATE OF SALE

SALE PRICE

 5. 

Month	Day	Year
H	H	H

\$										
7	3	0	0	0	0	0	0	0	0	0

 PROPERTY LOCATED IN: **45** COUNTY, FLORIDA  
(COUNTY CODES ON REVERSE)

 6. TYPE OF DOCUMENT → Warranty Deed  Quit Claim Deed  Contract / Agreement for Deed  Other 

TO THE BEST OF YOUR KNOWLEDGE, WERE THERE UNUSUAL CIRCUMSTANCES OR CONDITIONS TO THE SALE. MARK (X) THOSE THAT APPLY.

 7.
 

Title Defects <input type="checkbox"/>	Sale under Duress <input type="checkbox"/>	Related to Seller <input type="checkbox"/>	Forced sale by Court Order <input type="checkbox"/>
Mineral Rights <input type="checkbox"/>	Foreclosure <input type="checkbox"/>	Sale of a Partial or Undivided Interest <input type="checkbox"/>	Other <input type="checkbox"/>

 8. PROPERTY TYPE AT TIME OF SALE?
 

<b>Residential</b> <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/>	Industrial <input type="checkbox"/>	Agricultural <input type="checkbox"/>	Institutional / Miscellaneous <input type="checkbox"/>	Government <input type="checkbox"/>	Vacant Lot <input type="checkbox"/>	Acreage <input type="checkbox"/>
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 9. TO THE BEST OF YOUR KNOWLEDGE, WAS UNUSUAL PERSONAL PROPERTY INCLUDED IN THE SALE?
 

YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	IF "YES", PLEASE STATE THE AMOUNT ATTRIBUTABLE TO THE PERSONAL PROPERTY → \$ <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										

 10. AMOUNT OF DOCUMENTARY STAMPS AFFIXED TO DOCUMENT? → \$ 

			5	1	1	0	0	0
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 11. IF ITEM NUMBER 10 IS "ZERO" IS DEED EXEMPT FROM DOCUMENTARY STAMP TAX UNDER §201.02(6), FLORIDA STATUTES? YES  NO 
 12. WAS THE PROPERTY IMPROVED AT THE TIME OF SALE? YES  NO 

I HEREBY CERTIFY THAT THIS RETURN HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE AND COMPLETE RETURN

 Signature: *C. J. Hale*  
 Capital Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name of Clerk or Recorder Agent)
WARNING: FAILURE TO FILE THIS RETURN SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAWS OF FLORIDA.

TO BE COMPLETED BY THE CLERK OF THE CIRCUIT COURT'S OFFICE

CLERK'S DATE STAMP

DATE BOOK →	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																			AND	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																			← FILE NUMBER
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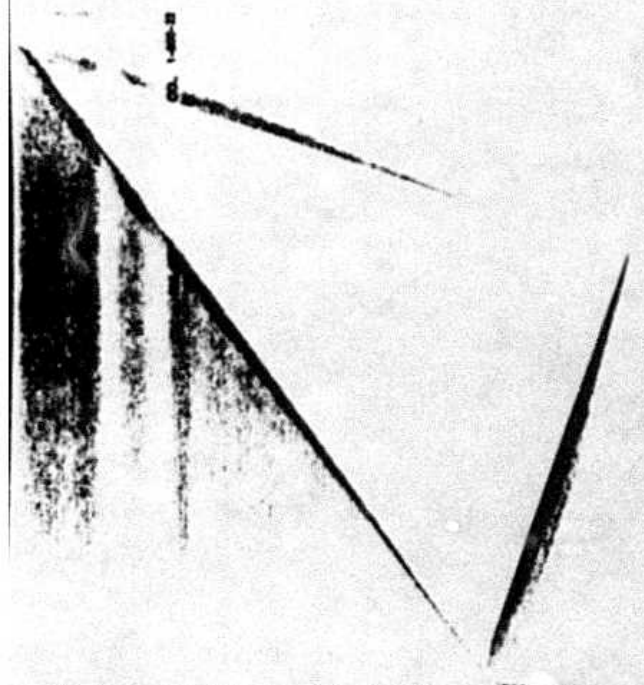
CLERK'S DATE STAMP



Month

Day

Year





# FLORIDA PUBLIC SERVICE COMMISSION

## CERTIFICATE NUMBER

454-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

Water Oaks Estates Utilities

Whose principal address is

1 Water Oak Boulevard

Lady Lake, FL 32659 (Lake Co.)

to provide water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

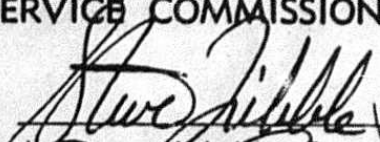
ORDER \_\_\_\_\_ DATED 5/6/86 DOCKET 850517-WS

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

  
\_\_\_\_\_  
Director, Division of Records & Reporting

  
\_\_\_\_\_  
Executive Director









# FLORIDA PUBLIC SERVICE COMMISSION

## CERTIFICATE NUMBER

388-8

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

Water Oaks Estates Utilities

Whose principal address is

1 Water Oak Boulevard

Lady Lake, FL 32659 (Lake Co.)

to provide sewer service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.


ORDER \_\_\_\_\_ DATED 5/6/86 DOCKET 850517-WS

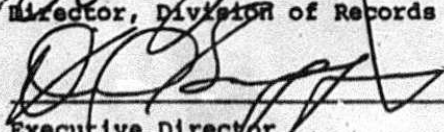
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ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

  
\_\_\_\_\_  
Director, Division of Records & Reporting

  
\_\_\_\_\_  
Executive Director

