

LAW OFFICES  
SKELDING, LABASKY, CORRY, EASTMAN, HAUSER & JOLLY

A PROFESSIONAL ASSOCIATION  
THE MADIGAN BUILDING  
318 NORTH MONROE STREET  
TALLAHASSEE, FLORIDA 32301

960057-WS

WILLIAM W. CORRY  
LINDA C. COX  
ROBERT H. DODD, JR.  
DAVID D. EASTMAN  
BARBARA C. FROMM  
JAMES C. HAUSER  
JOHN W. JOLLY, JR.  
RONALD A. LABASKY  
CARL R. PETERSON, JR.  
PATRICK J. PHELAN, JR.  
JACK M. SKELDING, JR.  
GAYLE S. SWEDMARK

January 12, 1996

ORIGINAL  
FILE COPY

W. W. GARDNER, JR.\*  
SUSAN MARKS\*  
JOHN P. NOBLE, JR.\*  
GOVERNMENTAL CONSULTANTS  
\*NOT A MEMBER OF THE  
FLORIDA BAR

MILLARD F. CALDWELL (1897 - 1984)  
JOHN A. MADIGAN, JR. (1919 - 1984)

REPLY TO: P. O. BOX 669  
TALLAHASSEE, FL 32302  
TELE: (904) 222-3730  
FAX: (904) 224-6422

Via: Hand Delivery

Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Burnt Store Colony RO Association Grandfather Certificate;  
Docket No. ~~941044-WS~~  
Order No. PSC-95-0648-FOF-WS

Dear Sir or Madam:

In response to a letter from Ms. Angela Massey-Azpell dated December 12, 1995, enclosed please find the original and five copies of the completed Grandfather Application Certificate with attached exhibits, including a filing fee in the amount of \$1,000.00 made payable to the Florida Public Service Commission, Director of Records and Reporting.

If there are any questions concerning this Application for Grandfather Certificate pursuant to Section 367.171, Fla. Stat., please contact me.

Sincerely,



Carl R. Peterson, Jr.

CRPjr/bhc  
Enclosures

xc: Mr. Cal Lustig (w/encl.)  
Angela Massey-Azpell (w/o encl.)  
Joseph Gaynor, Esq. (w/o encl.)

DOCUMENT NUMBER-DATE

00417 JAN 12 96

FPSC-RECORDS/REPORTING

**APPLICATION FOR GRANDFATHER CERTIFICATE**

965057-63

(Pursuant to Section 367.171, Florida Statutes)

To: Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for original certificate(s) to operate a water X and/~~or~~ wastewater X utility in Charlotte 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 applicant:

Burnt Store Colony R.O. Association, Inc.

Name of utility

( 813 ) 637-7303

Phone No.

( 813 ) 637-1164

Fax No.

15550 Burnt Store Road

Office street address

Punta Gorda,

Florida

33955

City

State

Zip Code

N/A

Mailing address if different from street address

N/A

Internet address if applicable

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

Carl R. Peterson, Jr., Esq.

904 222-3730

Name Skelding, Labasky, Corry, Eastman, Hauser & Jolly  
318 North Monroe Street

Street address

Tallahassee,

Florida

32301

City

State

Zip Code

- C) Indicate the organizational character of the applicant:  
(circle one)

Corporation

Partnership

Sole Proprietorship

Other \_\_\_\_\_

(Specify)

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

\_\_\_\_\_  
See Exhibit "A" Attached.  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

**PART II SYSTEM INFORMATION**

**A) WATER**

- (1) Exhibit B - A statement describing the proposed type(s) of water service to be provided (i.e. potable, non-potable or both).
- (2) Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

With the exception of a single commercial property referred to as the "Country Store Property", all customers are the residents of mobile homes in that certain mobile home park known as Burnt Store Colony Mobile Home Park (hereafter "the Park").

(3) Exhibit C - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(4) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

WC08-7870 - October 9, 1981

---

(5) Indicate when the water utility system was established. 1981

(6) Exhibit B - Evidence that the utility owns the land where the water treatment facilities are located. Or, if 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) WASTEWATER**

(1) Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

With the exception of a single commercial property referred to as the "Country Store Property", all customers are the residents of mobile homes in that certain mobile home park known as Burnt Store Colony Mobile Home Park (hereafter "the Park").

(2) Exhibit C - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(3) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

DC08-7871 - September 29, 1981

---

- (4) Indicate when the wastewater utility system was established. 1981
- (5) Exhibit B - Evidence that the utility owns the land where the wastewater treatment facilities are located. Or, if 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.

**PART III RATES AND TARIFFS**

- A) Exhibit D - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit N/A - The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. Sample tariffs are enclosed with the application package.

**PART IV TERRITORY DESCRIPTION AND MAPS**

A) **TERRITORY DESCRIPTION**

Exhibit B - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility was serving or was authorized to serve on the day Chapter 367, Florida Statutes, became applicable. If the water and wastewater service territories are different, provide separate descriptions.

B) **TERRITORY MAPS**

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

C) SYSTEM MAPS

Exhibit F - One copy of detailed map(s) showing existing lines and facilities and the territory proposed to be served. **Any requested territory not served at the time of application shall be specifically identified.** Map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

PART V FILING FEE

Indicate the filing fee enclosed with the application:  
\$ 500.00 (for water) and ~~xxx~~ \$ 500.00 (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 has the capacity to serve up to 100 ERC's, the filing fee shall be \$100.
- (2) For applications in which the utility has the capacity to serve from 101 to 200 ERC's the filing fee shall be \$200.
- (3) For applications in which the utility has the capacity to serve from 201 ERC's to 500 ERC's the filing fee shall be \$500.
- (4) For applications in which the utility has the capacity to serve 501 to 2,000 ERC's the filing fee shall be \$1,000.
- (5) For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERC's the filing fee shall be \$1,750.
- (6) For applications in which the utility has the capacity to serve more than 4,000 ERC's the filing fee shall be \$2,250.



**PART VI AFFIDAVIT**

Cal Lustig, President of Burnt Store Colony  
R.O. Association, Inc.

I \_\_\_\_\_ (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  
constitutes a complete statement of the matter to which it  
relates.

BY: Cal Lustig  
Applicant's Signature

Cal Lustig  
Applicant's Name (Typed)

President, Burnt Store Colony R.O. Assoc., Inc.  
Applicant's Title \*

Subscribed and sworn to before me this 11<sup>th</sup> day  
of January 1996.



JANET L. KOCUR  
My Commission CC377421  
Expires Jun. 01, 1998  
Bonded by ANB  
800-852-6878

Janet L. Kocur  
Notary Public  
Janet L. Kocur

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

BURNT STORE RO ASSOCIATION, INC.  
Index of Exhibits to Application for Grandfather Certificate

List of Corporate Officers; Names; Addresses, etc. ....	Exhibit "A"
Statement of Water and Wastewater Service .....	Exhibit "B"
Schedule of Customers .....	Exhibit "C"
Statement Re: Rates and Tarrifs .....	Exhibit "D"
Territory Maps .....	Exhibit "E"
System Maps .....	Exhibit "F"



**BURNT STORE RO ASSOCIATION, INC.**  
**Application for Grandfather Certificate**  
**Pursuant to Section 367.171, F.S.**

**Exhibit "A" - List of Corporate Officers**

**Cal Lustig, President/Treasurer**  
Burnt Store Colony RO Association, Inc.  
15550 Burnt Store Road, #43  
Punta Gorda, Florida 33955

**Emmett Yoder, Secretary**  
Burnt Store Colony RO Association, Inc.  
15550 Burnt Store Road, #67  
Punta Gorda, Florida 33955

**John Stefanik, Director**  
Burnt Store Colony RO Association, Inc.  
15550 Burnt Store Road, #141  
Punta Gorda, Florida 33955

**Howard Emerson, Assistant Secretary**  
Burnt Store Colony RO Association, Inc.  
15550 Burnt Store Road, #65  
Punta Gorda, Florida 33955

**Ken Koepke, Director**  
Burnt Store Colony RO Association, Inc.  
15550 Burnt Store Road, #227  
Punta Gorda, Florida 33955

**Bill Higgins, Vice President**  
Burnt Store Colony RO Association, Inc.  
15550 Burnt Store Road, #130  
Punta Gorda, Florida 33955

**Betty Hope, Director-Registered Agent**  
Burnt Store Colony RO Association, Inc.  
15550 Burnt Store Road, #156  
Punta Gorda, Florida 33955

**Bill Vaughan, Director**  
Burnt Store Colony RO Association, Inc.  
15550 Burnt Store Road, #155  
Punta Gorda, Florida 33955

**Frank Panzullo, Director**  
Burnt Store Colony RO Association, Inc.  
15550 Burnt Store Road, #160  
Punta Gorda, Florida 33955

BURNT STORE RO ASSOCIATION, INC.  
Application for Grandfather Certificate  
Pursuant to Section 367.171, F.S.

Exhibit "B" - Statement of Water Service

Applicant provides potable water service to all residents of Burnt Store Colony Mobile Home Park plus the owners of a property adjacent to the Park pursuant to a Water and Sewer Service Agreement dated April 14, 1987. Said Water and Sewer Service Agreement is attached herewith as part of Exhibit "B" and has been previously recorded in the Official Records of Charlotte County, Florida in OR Book 916, Pages 172-176. Further, said Water and Sewer Service Agreement was assigned to applicant in the enclosed Assignment of Water and Sewer Service Agreement dated December 15, 1993 and recorded in the county records on December 17, 1993.

This instrument prepared  
J. Edward Weber  
HEREFORD & WEBER, Chartered  
Suite 1233 Midtown Plaza Office Center  
Sarasota, Florida 33579

WATER AND SEWER SERVICE AGREEMENT

April 14, 1987

FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan Limited Partnership ("First Florida") and ROBERT B. LATSHAW and BERNICE D. LATSHAW, husband and wife ("Latshaws"), hereby agree as follows:

RECITALS

1. First Florida is the owner and operator of a mobile home park known as Burnt Store Colony located on Burnt Store Road in Charlotte County, Florida.

2. Latshaws are purchasing from First Florida and First Florida is selling to Latshaws a tract of land at the intersection of Burnt Store Road and Zemel Grade Road more particularly described in Exhibit A to this agreement including thereon a building known and operated by Latshaws as the Country Store, hereinafter called the "Property".

3. Both parties wish to provide for the sale to Latshaws and their successors in interest of water and sewerage service.

4. First Florida owns and operates a water purification plant and a sewage treatment plant, both of which are located within the Burnt Store Colony park boundaries, and which serve homes within Burnt Store Colony.

5. First Florida has been supplying water and sewerage service to the Country Store at a monthly cost of \$50.00.

6. The building containing the Country Store, being purchased by Latshaws from First Florida also contains a business belonging to Richard E. Carvill and Doris A. Carvill known and operated as "The Hairtique."

7. First Florida presently supplies water and sewerage service to Richard E. Carvill and Doris A. Carvill for their operation of The Hairtique and charges them \$25.00 monthly for the same.

8. The parties wish to provide for the ownership between themselves of the water and sewage distribution and collection systems.

NOW, THEREFORE, in consideration of foregoing facts and of the purchase and sale of the Property and of the benefits to accrue to each party from this agreement, First Florida and Latshaws agree as follows:

9. The deed conveying the Property to Latshaws from First Florida shall be deemed to convey to Latshaws all water and sewer service lines which serve exclusively the improvements on the Property but only to the extent that they lie within the boundaries of the Property.

10. To the extent that the service lines lie outside of the boundaries of the Property, even though said service lines serve the improvements on the Property, ownership of said service lines shall be retained by First Florida.

FILE 87-824764

OR 916 PG 172

RECORDED BY PATTI MITCHELL, J.C.

APR 20 1987

RECORDED IN

11. No main or line, water or sewer, which provides service to any land or improvement other than the Property shall become the property of Latshaws by virtue of the deed; and ownership thereof is specifically retained by First Florida, even though such mains or lines are located within the boundaries of the Property.

12. First Florida will provide water and sewerage service to the Property at a rate of \$75.00 per month for all improvements and uses on the Property which exist on the date of Latshaws' acquisition of the Property from First Florida. If additional improvements are added to the Property or additional water or sewerage requirements are incurred by Latshaws or their successors in interest respecting the Property, then the cost for such additional water and sewerage service will be agreed upon by the provider and the user of the same before they are provided. Latshaw will have the right and the obligation to collect from any tenant in or on the Property an appropriate water and sewerage charge; and First Florida will not bill such service directly to the tenant or collect any charge for such service directly from the tenant.

13. If First Florida or its successor in interest installs water meters for homes in Burnt Store Colony and charges the homeowners for water and sewerage service, either separately or by line item within a periodic rent or maintenance charge, then in such event First Florida or its successor in interest will install a water meter for water furnished to the Property and thereafter Latshaws or their successors in interest will pay for water and sewerage service at the same rates charged to homeowners at Burnt Store Colony.

14. First Florida has the right, but not the obligation, to install a water meter for water furnished to the Property, even though water meters have not been installed for individual homes within Burnt Store Colony. In that event, water and sewerage service will be provided to the Property and paid for by Latshaws based upon rates identical to the rates charged from time to time by the franchised water and sewerage provider which is geographically closest to the Property.

15. The water meter serving the Property, when and if installed, will be installed as nearly as practical on the boundary line of the Property. Following installation, Latshaws' ownership of the water service lines will begin at the water meter and continue to the building or other termination point.

16. Each party is hereby given and accepts full and exclusive authority and responsibility for maintaining, repairing, and replacing as necessary that portion of the water and sewerage distribution system which it owns.

17. First Florida retains, and Latshaws hereby grant unto First Florida, an easement upon the Property for the installation, repair, replacement, and maintenance of that portion of the water and sewerage distribution system which is owned by First Florida. The easement is twenty-five feet wide, and its centerline is the centerline of all mains, laterals, and service lines contained within or upon the Property which are owned by First Florida.

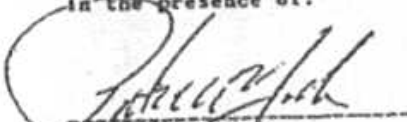
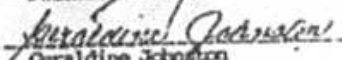
18. Following any installation, repair, replacement, and maintenance of the water and sewerage distribution systems, First Florida shall be required only to return the ground to a level grade and not to replace or repair any sod, plantings or paving.

OR 916 PG 173

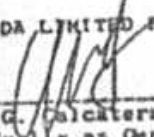
19. Both parties agree that this agreement may be modified for the sake of clarity and precision should any such modification be reasonably deemed necessary after plans and drawings of the water and sewerage distribution systems become available to the parties.

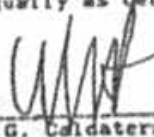
20. This Agreement will bind and benefit the assigns, successors in interest, heirs, devisees, and personal representatives of the parties hereto and will be an Agreement running with the land described herein as the Property.



Signed, Sealed and Delivered  
in the presence of:

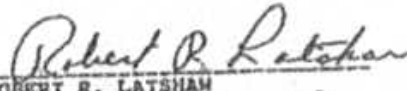
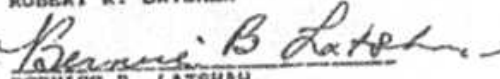
  
\_\_\_\_\_  
Patricia M. York  
  
\_\_\_\_\_  
Geraldine Johnston

FIRST FLORIDA LIMITED PARTNERSHIP

By:   
\_\_\_\_\_  
Donald G. Calcaterra  
Individually as General Partner

By:   
\_\_\_\_\_  
Donald G. Calcaterra, as  
President and on behalf of  
First Equity Realty Corp.,  
a Michigan Corporation which  
is a general partner of First  
Florida Limited Partnership

  
\_\_\_\_\_  
  
\_\_\_\_\_

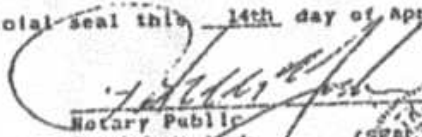
  
\_\_\_\_\_  
ROBERT R. LATSHAW  
  
\_\_\_\_\_  
BERNICE B. LATSHAW

STATE OF MICHIGAN  
COUNTY OF WAYNE

Before me personally appeared DONALD G. CALCATERRA, individually as General Partner of First Florida Limited Partnership, a Michigan Limited Partnership, to me well known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to and before me that he executed such instrument as such officer of said corporation.

WITNESS my hand and official seal this 14th day of April, 1987.

My Commission Expires: 9/7/88

  
\_\_\_\_\_  
Notary Public  
Patricia M. York



OR 916 pg 124

STATE OF MICHIGAN  
COUNTY OF WAYNE

Before me personally appeared DONALD G. CALCATERRA, as President of First Equity Realty Corporation, a Michigan Corporation, and corporate General Partner of First Florida Limited Partnership, a Michigan Limited Partnership, and he acknowledged to and before me that he executed such instrument as such officer of said corporation.

WITNESS my hand and official seal this 14th day of April, 1987.

My Commission Expires: 9/7/88

*Patricia M. York*  
Notary Public  
Patricia M. York



STATE OF FLORIDA  
COUNTY OF CHARLOTTE

BEFORE ME personally appeared Robert R. Latshaw and Bernice B. Latshaw, Husband and Wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 20th day of April, 1987.

My Commission Expires:

*Angela Sue Garcia*  
Notary Public



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT 18, 1988  
BONDED THIS DECEMBER 28th, 1986.

OR 916 PG 175

From the Southeast corner of the SW 1/4 of Section 20, Township 42 South, Range 23 East, Run S 88°46'59" W, along the South Line of said SW 1/4, 2058 feet to a pipe set at the point of beginning. Thence from the point of beginning so fixed, continue S 88°46'59" W, along said South Line, 348.75 feet to a concrete monument found on the Easterly right of way line of Burnt Store Road (Co. Rd. No. 765); said monument also lying on a curve concave to the Southeast with a radius of 1093.92 feet; said monument bears N 58°05'20" W from the center thereof; thence Northeasterly along the arc of said curve through a central angle of 13°20'15", a distance of 254.65 feet to a "pk" nail found at the P.C. of said curve; thence N 45°14'49" E, 100 feet to a pipe set; thence leaving said right of way line, S 44°45'11" E, 165 feet to a pipe set; thence S 01°13'01" E, 144.48 feet to the point of beginning. Lying in Section 20, Township 42 South, Range 23 East, Charlotte County, Florida.

OR 916 PG 176

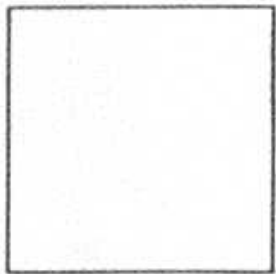
EXHIBIT "A"



15. W  
15. W

18

For Official Use Only



RECORD VERIFIED - BARBARA T. SCOTT, CLERK  
BY CAROLYN ATWELL, D.C.

ASSIGNMENT OF WATER AND SEWER SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan limited partnership authorized to do business in the State of Florida, hereinafter, (hereinafter referred to as the "Assignor"), in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by BURNT STORE COLONY RO ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as "Assignee"), the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set-over unto Assignee, its successors and assigns forever, all of Assignor's right, title, interest, obligations, benefits and burdens, created under that certain Water and Sewer Service Agreement executed by and between Assignor, and ROBERT B. LATSHAW and BERNICE D. LATSHAW, husband and wife, dated April 14, 1987, and recorded on April 20, 1987, in O.R. Book 916, Page 172, Public Records of Charlotte County, Florida (the "Agreement").

A portion of the consideration of this Assignment is that Assignee hereby assumes and agrees to perform all of the obligations to be performed by Assignor under the aforesaid Agreement from and after the date hereof, and Assignee hereby agrees to indemnify Assignor with respect to, and hold Assignor harmless from and against, all loss, cost, liability and expense suffered or incurred by Assignor by reason of a default on the part of Assignee of the obligations assumed hereunder.

Further, Assignor hereby agrees to indemnify Assignee with respect to, and hold Assignee harmless from and against, all loss, cost, liability and expense suffered or incurred by Assignor by reason of any defaults which may have occurred prior to the date hereof or may exist as of the date hereof.

This Instrument Prepared By & Return To:  
JOSEPH W. GAYNOR, ESQ.  
Robbins, Gaynor & Bronstein, P.A.  
Post Office Box 14034  
St. Petersburg, FL 33733



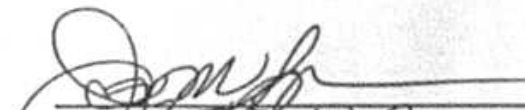
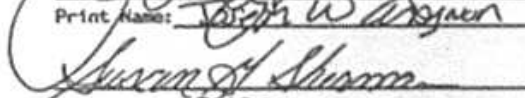
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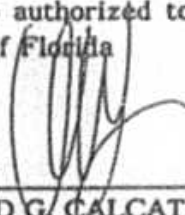
TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF the parties have set their hands and seals this 15 day of December, 1993.

WITNESSES:

FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan limited partnership authorized to do business in the State of Florida

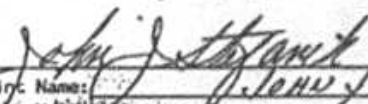
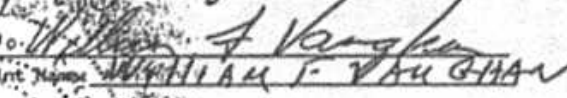

  
Print Name: John W. Wagner  
  
Print Name: SUSAN G. SHERMAN

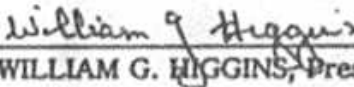
By:   
DONALD G. CALCATERRA, SR.  
Managing General Partner

"ASSIGNOR"

WITNESSES:

BURNT STORE COLONY RO ASSOCIATION, INC., a Florida not-for-profit corporation

  
Print Name: JOHN J. STEFANIK  
  
Print Name: WILLIAM F. VAUGHAN  
  
[CORPORATE SEAL]

By:   
WILLIAM G. HIGGINS, President

"ASSIGNEE"

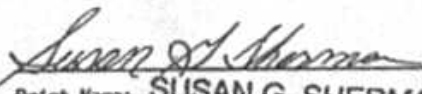
STATE OF FLORIDA  
COUNTY OF PINELLAS

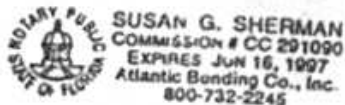
I hereby certify that on this 15 day of December, 1993, before me personally appeared DONALD G. CALCATERRA, SR., as Managing General Partner of FIRST FLORIDA LIMITED PARTNERSHIP, a Michigan limited partnership authorized to do business in the State of Florida, to me known to be the person described in and who executed the foregoing Assignment of Water and Sewer Service Agreement, and he acknowledged the execution thereof to be his free act and deed as such Managing General

Partner on behalf of said partnership, for the use and purposes therein mentioned, and the said instrument is the act and deed of said partnership. He is personally known to me or has produced Michigan DL # G-423-149-295-851 as identification.

WITNESS my signature and official seal at St. Petersburg, in the County of Pinellas and State of Florida, the day and year last aforesaid.

My Commission Expires:

  
Print Name: SUSAN G. SHERMAN  
NOTARY PUBLIC

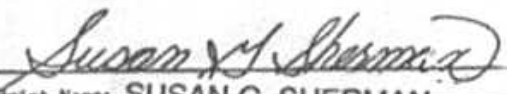


STATE OF FLORIDA  
COUNTY OF PINELLAS

I hereby certify that on this 15 day of December, 1993, before me personally appeared WILLIAM G. HIGGINS, as President of BURNT STORE COLONY RO ASSOCIATION, INC., a Florida not-for-profit corporation, to me known to be the person described in and who executed the foregoing Assignment of Water and Sewer Service Agreement, and he acknowledged the execution thereof to be his free act and deed as such officer on behalf of said corporation, for the use and purposes therein mentioned, and the said instrument is the act and deed of said corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my signature and official seal at St. Petersburg, in the County of Charlotte and the State of Florida, the day and year last aforesaid.

My Commission Expires:

  
Print Name: SUSAN G. SHERMAN  
NOTARY PUBLIC



**BURNT STORE RO ASSOCIATION, INC.**  
**Application for Grandfather Certificate**  
**Pursuant to Section 367.171, F.S.**

**Exhibit "C" - Schedule of Customers**

Burnt Store Colony RO Association, Inc. serves two classes of customers:

Class I - Consists of all current and potential future residents of Burnt Store Colony Mobile Home Park. Presently, the expected maximum number of customers in the category when the service territory is fully occupied is expected to be 236 customers.

Currently, a number of units in the park are unsold and unoccupied. The present total number of residential customers occupying mobile homes in the Burnt Store Colony Mobile Home Park is 187.

There are no installed meters either for water or wastewater service at the Burnt Store Colony Mobile Home Park. Presently, the Park has no plans to install such meters in the foreseeable future.

Class II - The Class II customers of the Burnt Store Colony RO Association, Inc. water and wastewater service consist of the occupants of that certain property referred to in Exhibit "B", and commonly known as the "Country Store". There are two business activities located at this site. These businesses pay a flat fee for both water and wastewater service in the amount of \$75.00 per month. There are no installed meters serving these customers. There are no plans to add additional customers to this class.

BURNT STORE RO ASSOCIATION, INC.  
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Exhibit "D" - Statement Re: Rates and Tariffs

There are no separately defined rates and tariffs for the water and wastewater for the Class I customers at Burnt Store Colony Mobile Home Park. Under the terms of the existing approved prospectus, the individual homeowners are not separately billed for either water or wastewater service. Water and wastewater service is included as part of base rent. Please see pages 12 and 13 from Prospectus 0800800P2, approved by the Department of Business Regulation on September 30, 1986.

The Class II customers currently pay a flat fee of \$75.00/mo. for water and wastewater combined. (See Exhibit "B").

- D. The home must be skirted with masonry decor block or brick.
- E. The lot must be sodded with the type sod approved by Park management, and must be landscaped.
- F. Concrete and/or stationary brick steps must be installed at each entrance to the mobile home.
- G. Paved or other Park management approved walks to each doorway.
- H. A planter approved by Park management.

All mobile homes must have all improvements required by law, such as hook-up to water, sewer and electricity, etc.

Tenants who were residents of the Park as of June 4, 1984, and those tenants residing in the Park prior to the delivery date of this Prospectus, were required to install the improvements on the mobile home lot as set out above upon becoming a resident of the Park. To the extent that those tenants did not install the required permanent improvements, those requirements are still effective. There are no additional requirements established pursuant to this Prospectus as to the tenants described above.

Each of such improvements must be designed and installed in accordance with the requirements of the Park Rules and Regulations and in accordance with plans that have been approved in advance by the resident manager.

Residents may also be required to pay, in the form of increases in the lot rental amount, a portion of the costs incurred by Owner in installing capital improvements in the Park. Factors affecting increases in the lot rental amount are described in Section VIII of this Prospectus. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

#### VII. UTILITIES AND OTHER SERVICES

Burnt Store Colony shall not be liable to the tenant if any of the listed utilities or other services are interrupted, terminated or disconnected due to causes beyond the control of the Park.

##### 1. Water

Potable water is supplied to the mobile home owners by the Park. A Reverse Osmosis water plant is located adjacent to the Park property and distributes water to each resident's home. All costs necessary to operate the water plant and

distribute up to 3,500 gallons of potable water to the resident's home are at this time included in the base rent. Management reserves the right to change this policy in the future. Any mobile home owner that uses more than 3500 gallons of potable water in any one month will be subject to a special fee charge for that month.

All water lines from the water plant up to the first "shut-off" valve that individually services the mobile home of the mobile home owner is the responsibility of the Park. The "shut-off" valve and its immediate connections and the water line from this valve to the home owner's mobile home is the responsibility of the mobile home owner.

In the event any governmental agency mandates that the Park will connect to a public water system, other than the water utility system the Park now uses, the cost of any "hook-up" fees, impact fees and any and all related expenses thereto shall be apportioned equally between all the mobile home owners. Any capital improvement costs to the water system may be apportioned equally among all the mobile home owners in the Park as a "pass-through" cost.

##### 2. Sewage Disposal

Sewage disposal is supplied by a sewage package disposal plant that is located adjacent to the Park property. All costs necessary to operate the sewage plant and its collection system are included, at this time, in the base rent. Management reserves the right to change this policy in the future.

Responsibility for sewer lines within the Park are Park management's responsibility up to the ground connection of the sewer line to the mobile home's sewer line. The inground connection and the lines to and including the mobile home lines are the mobile home owner's responsibility. In the event any governmental agency mandates that the Park will connect to a public sewer system, other than the sewer system the Park now operates, the cost of any "hook-up" fees, impact fees, and any and all expenses related thereto shall be apportioned equally between all the mobile home owners. Any capital improvement costs to the Park's sewage plant and collection system may be apportioned equally among all the mobile home owners in the Park as a "pass-through" cost.

##### 3. Waste Disposal

Waste disposal (garbage and trash collection) is provided by a county franchise holder, Charlotte Sanitation, and is billed to the Park on the county property tax bill. The costs necessary for the operation thereof are included in the base rent. Collection of garbage and trash is done

BURNT STORE RO ASSOCIATION, INC.  
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Exhibit "E" - Territory Maps

Territory maps are currently being prepared as required. They will be forwarded within ten days.



**BURNT STORE RO ASSOCIATION, INC.**  
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**Exhibit "F" - Territory Maps**

System maps (engineering size drawings) have just been received. They are being reduced and copied, and will be forwarded within ten days.