

City of Pahokee

171 N. Lake Ave.
Pahokee, Florida 33476
(407) 924-5534

Ramon Horta, Jr.
Mayor

January 16, 1996

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shunard Oaks Blvd.
Tallahassee, FL 32399-0850

Re: Southeastern States Utilities transfer of Canal Point
Water System to Pahokee

Dear Sir:

Enclosed are an original and ^{five}~~four~~ copies of the transfer application for the Canal Point System and the associated court order.

If you need any additional information please let me know.

Sincerely,



Kenneth N. Schenck
City Manager

KNS/dp

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
MAIL ROOM
1996 JAN 29 AM 9 18

960106-WU

APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY

(Pursuant to Section 367.071(4) (a), Florida Statutes)

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

The undersigned hereby makes application for the approval of the transfer of all (all or part) of the facilities operated under Water Certificate No. _____ and/or Wastewater Certificate No. N/A located in Palm Beach County, Florida, and submits the following:

PART I APPLICANT INFORMATION

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

Southeastern States Utilities, Inc c/o City pf Pahokee
Name of utility

(407) 924-5534 (407) 924-7301
Phone No. Fax No.

171 N. Lake Avenue
Office street address

Pahokee, FL 33476
City State Zip Code

Mailing address if different from street address

Internet address if applicable

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

Mr. Kenneth N. Schenck (407) 924-5534
Name Phone No.

171 N. Lake Avenue
Street address

Pahokee, FL 33476
City State Zip Code

- D) Exhibit N/A - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.
- E) Indicate the date on which the buyer proposes to take official action to acquire the utility:

 12-1-95 .

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.
IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.

PART III CERTIFICATION

A) **TERRITORY DESCRIPTION**

Exhibit A - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

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

B) **TERRITORY MAPS**

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

APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY

(Pursuant to Section 367.071(4) (a), Florida Statutes)

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

The undersigned hereby makes application for the approval of the transfer of all (all or part) of the facilities operated under Water Certificate No. _____ and/or Wastewater Certificate No. N/A located in Palm Beach County, Florida, and submits the following:

PART I APPLICANT INFORMATION

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

Southeastern States Utilities, Inc c/o City pf Pahokee
Name of utility

(407) 924-5534 (407) 924-7301
Phone No. Fax No.

171 N. Lake Avenue
Office street address

Pahokee, FL 33476
City State Zip Code

Mailing address if different from street address

Internet address if applicable

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

Mr. Kenneth N. Schenck (407) 924-5534
Name Phone No.

171 N. Lake Avenue
Street address

Pahokee, FL 33476
City State Zip Code

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

City of Pahokee
Name of utility
(407) 924-5534 (407) 924-7301
Phone No. Fax No.
171 N. Lake Avenue
Office street address
Pahokee, FL 33476
City State Zip Code

Mailing address if different from street address

Internet address if applicable

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

Mr. Kenneth N. Schenck, City Manager (407) 924-5534
Name Phone No.
171 N. Lake Avenue
Street address
Pahokee, FL 33476
City State Zip Code

PART II FINANCIAL INFORMATION None Available

- A) Exhibit _____ - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.
- B) Exhibit _____ - A statement regarding the disposition of customer deposits and the accumulated interest thereon.
- C) Exhibit _____ - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

- D) Exhibit N/A - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.
- E) Indicate the date on which the buyer proposes to take official action to acquire the utility:

 12-1-95 .

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.
IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.

PART III CERTIFICATION

A) **TERRITORY DESCRIPTION**

Exhibit A - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

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

B) **TERRITORY MAPS**

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

C) TARIFF SHEETS

Exhibit N/A - The original and two copies of tariff sheet(s) revised to show correct service territory. (Sample tariff sheets are attached.)

PART IV AFFIDAVIT

I KENNETH N. SCHENCK - CITY OF PAIKKAE (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.

BY: *Kenneth N. Schenck*
Applicant's Signature
Kenneth N. Schenck, Jr.
Applicant's Name (Typed)
City Manager
Applicant's Title *

Personally known to me.

Subscribed and sworn to before me this 8th
of January 1996.



DEBRA PALMER
MY COMMISSION # CC-426463 EXPIRES
December 14, 1998
BONDED THRU TRIZY FARM INSURANCE, INC.

Debra Palmer
Notary Public

* 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.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

PALM BEACH COUNTY, Florida :
a political subdivision of the State of :
Florida, :

Plaintiffs, :

vs. :

SOUTHEASTERN STATES :
UTILITIES, INC., :

Defendant. :

CIVIL DIVISION

CASE NUMBER: CL 94-2102-AC

**AGREED ORDER ON RECEIVER'S MOTION FOR AUTHORITY
AND APPROVAL OF SALE OF ASSETS**

THIS CAUSE having come before the Court upon Utilities, Inc. of Florida, as Receiver's Motion For Authority and Approval of Sales of Assets and the parties having agreed to the sale of such assets and having executed a Contract For Purchase and Sale of Real Property dated November 13, 1995, a copy of which is annexed hereto, and the Court having heard the argument of counsel and having reviewed the contract and being otherwise advised in the premises, it is hereby

ORDERED and ADJUDGED that the motion of Utilities, Inc. of Florida, as Receiver (the "Receiver") is granted. The Receiver is authorized to enter into the contract for the sale of the assets of the Canal Point water distribution system and the agreement attached hereto contracting to sell such assets to the City of Pahokee is approved. The Receiver is authorized to sell the assets of the Canal Point water distribution system to the City of Pahokee pursuant to the contract attached hereto.

DONE and ORDERED in chambers at West Palm Beach, Palm Beach County, Florida,

SIGNED AND DATED

this _____ day of November, 1995.

NOV 20 1995

JUDGE MOSES BAKER

CIRCUIT COURT JUDGE

Copies furnished:

Mr. William Abrams, President
Southeastern States Utilities, Inc.
2100 St. Charles Avenue, Suite 12-N
New Orleans, LA 70140

Kathleen M. Scarlett
Assistant County Attorney
Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 33401

Michael Stauder, Esq.
Crystal Tree Office Centre, Suite 315
1201 U.S. Highway One
North Palm Beach, FL 33408

Gary A. Woodfield
Edwards & Angell
250 Royal Palm Way, Ste. 300
Palm Beach, FL 33480

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

This Contract ("Contract") is made and entered into as of the 13th day of November, 1995, by and between UTILITIES, INC. OF FLORIDA, a Florida corporation (as Receiver for Southeastern States Utilities, Inc.) ("Seller"), and THE CITY OF PAHOKEE, a Florida municipal corporation ("Buyer").

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. Definitions. The following terms when used in this Contract shall have the following meanings:
 - 1.1. Acceptance Date. November ____, 1995.
 - 1.2. Attorneys' Fees. All reasonable fees charged by an attorney for his or her services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees charged for representation at the trial level and in all appeals.
 - 1.3. Building. Any building(s), if any, located on the Land.
 - 1.4. Business Day. Any day that the banks in Palm Beach County, Florida are open for business.
 - 1.5. Buyer. City of Pahokee. Address: 171 No. Lake Avenue, Pahokee, FL, 33476; Telephone: (407) 924-5534; Telefacsimile: (407) 924-7301.
 - 1.6. Buyer's Attorney. Michael H. Stauder; Address: 1201 U.S. Highway One, Suite 315, North Palm Beach, FL 33408; Telephone: (407) 627-8899; Telefacsimile: (407) 627-5734.
 - 1.7. Cash to Close. The amount of the purchase price.
 - 1.8. Closing. The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price to Seller.
 - 1.9. Closing Date. The date of the Closing, which shall be on or before November 3, 1995 or such other dates as may be provided by this Contract.
 - 1.10. Deed. The Quit Claim Deed which conveys the Land from Seller to Buyer.
 - 1.11. Effective Date. The date this Contract is executed by the last party to sign it.
 - 1.12. Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, agency or any instrumentality of any of them.
 - 1.13. Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated or issued applicable to the Seller or the Property.
 - 1.14. Improvements. The Building together with all other structures on or under and improvements to the Land.
 - 1.15. Land. That certain real property located in Palm Beach County, Florida consisting of a 0.12 acre and 0.28 acre lots, more or less, and more particularly described in Exhibit A attached hereto, together with all property rights, easements, privileges and appurtenances thereto and all leases, rents, and profits derived therefrom. The Land is improved by the Building.

- 1.16. Personal Property. All items of personal property, if any, located on the Property.
- 1.17. Property. The Personal Property, Land, and Improvements.
- 1.18. Purchase Price. The sum of One Dollar and No /100 DOLLARS (\$1.00);
- 1.19. Seller. Utilities, Inc. of Florida, as Receiver. Address: 200 Weathersfield Avenue, Altamonte Springs, FL 32714; Telephone: (407) 869-1919; Telefacsimile: (407) 869-6961.
- 1.20. Seller's Attorney. Edwards & Angell. Address: 250 Royal Palm Way, Palm Beach, Florida 3348. Telephone: 407/833-7700; Telefacsimile: 407/655-8719; Attn. Gary A. Woodfield, Esq..
2. Purchase and Sale. Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.
3. Evidence of Title.
- 3.1. Delivery of Title Evidence. Seller shall have no obligation whatsoever as to evidence of title.
- 3.2. Title. Seller shall convey to Buyer marketable title to the Land by Quit Claim Deed and Seller makes no representation or warranty whatsoever as to the status of title to the Property.
4. Seller's Representations.
- 4.1. Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:
- 4.1.1. Seller's Existence. Seller is a corporation duly organized, existing, in good standing and qualified to do business under the laws of Florida. Seller has full power and will seek the authority from Circuit Court, Palm Beach County, Florida to sell the Property and to comply with the terms of this Contract.
- 4.1.2. Authority. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction contemplated by this Contract are within Seller's capacity and all requisite action has been taken to make this Contract valid and binding on Seller in accordance with its terms, subject to Court approval which Seller will seek to obtain.
- 4.1.3. Parties in Possession. To the best of Seller's knowledge, without independent inquiry, there are no parties other than Seller in possession of any portion of the Land or Improvements as lessees, tenants at sufferance or trespassers.
- 4.1.4. No Other Representation. Except as set forth herein, Seller makes no representation or warranty to the Buyer.
5. Buyer's Representations.
- 5.1. Buyer's Existence. Buyer is a municipal corporation duly organized, existing, in good standing and qualified to do business under the laws of the State of Florida, and Buyer has full power and authority to purchase the Property and to comply with the terms of this Contract.
- 5.2. Authority. The execution and delivery of this Contract by Buyer and the consummation by Buyer of the transaction hereby contemplated are within Buyer's capacity and all requisite

action has been taken to make this Contract valid and binding on Buyer in accordance with its terms.

6. Conditions to Buyer's Obligation to Close.

6.1. Buyer's Conditions. Buyer shall not be obligated to close unless and until each of the following conditions are either fulfilled or waived, in writing, by Buyer:

6.1.1. Compliance with Covenants. Seller shall be in compliance with all covenants by this Contract to be performed or completed on or before the Closing Date.

6.1.2. Delivery of Documents. Seller shall be in compliance with all covenants and documents to be delivered to Buyer on or before the Closing Date.

6.1.3. No Prior Termination. This Contract shall not have been previously terminated pursuant to any other provision hereof;

6.1.4. Representations and Warranties. All of Seller's representations and warranties shall be true and correct;

6.2. Conditions Precedent. This Contract is contingent upon the written approval of it from the Circuit Court of Palm Beach County ("Court"). Seller shall submit this Contract for said approval within five (5) days after the Effective Date. In the event the Court does not grant approval of this Contract within ten (10) days thereafter, this Contract shall terminate, and thereafter neither Buyer nor Seller shall have any rights or obligations hereunder.

7. Closing. Subject to all of the provisions of this Contract, Buyer and Seller shall close this transaction on the Closing Date commencing at 10:00 a.m. The Closing shall take place at the office of Seller's Attorney.

8. Seller's Closing Documents.

8.1. Documents. At Closing, Seller shall deliver the following documents ("Seller's Closing Documents") to Buyer:

8.1.1. Deed. The Deed which shall be duly executed and acknowledged by Seller so as to convey to Buyer title to the Land.

8.1.2. Mechanic's Lien Affidavit. An affidavit from Seller attesting that (a) no individual, entity or Governmental Authority has any claim against the Property under the applicable mechanic's lien law, (b) no individual, entity or Governmental Authority is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property have been made for which payment has not been made.

8.1.3. Bill of Sale. A bill of sale conveying the Personal Property to Buyer.

8.1.4. FIRPTA. A FIRPTA Non-Foreign Transferor Certificate in accordance with Section 1445 of the Internal Revenue Code.

8.1.5. Closing Statement. A closing statement setting forth the Purchase Price and all credits, adjustments and prorations between Buyer and Seller, and the net Cash to Close due Seller.

8.1.6. Form 1099-B. Such federal income tax reports respecting the sale of the Property as are required by the Internal Revenue Code of 1986.

- 8.1.7. Authorizing Resolutions. Certificates of such resolutions in form and content as Buyer may reasonably request evidencing Seller's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.
- 8.1.8. Department of Revenue Return. The Florida Department of Revenue Return for Transfer of Interest in Florida Real Property.
- 8.2. Pre-Closing Delivery. Copies of Seller's Closing Documents shall be delivered to Buyer's Attorney for review not less than three (3) days prior to the Closing Date.
9. Closing Procedure. The Closing shall proceed in the following manner:
- 9.1. Transfer of Funds. Buyer shall pay the Cash to Close to the Closing Agent by wire transfer to a depository designated by Closing Agent, or other acceptable means.
- 9.2. Delivery of Documents. Buyer shall deliver Buyer's Closing Documents, and Seller shall deliver Seller's Closing Documents, to Closing Agent.
10. Prorations and Closing Costs.
- 10.1. Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing, except as otherwise specified:
- 10.1.1. Taxes. Real estate and personal property taxes shall be prorated based on amounts for the current year with maximum discount taken, except that if tax amounts for the current year are not available, prorations shall be made based upon the taxes for the preceding year, with maximum discount taken;
- 10.1.2. Deposits/Accounts Receivable. Any deposits and accounts receivable, if any, of Seller shall be assigned to Buyer at Closing;
- 10.1.3. Other Items. All other items required by any other provision of this Contract to be prorated or adjusted.
- 10.2. Seller's Closing Costs. Seller shall pay for the following items prior to or at the time of Closing:
- NONE
- 10.3. Buyer's Closing Costs. Buyer shall pay for the following items prior to or at the time of Closing:
- Documentary stamps on Deed
Recording of Deed
11. Possession. Buyer shall be granted possession of the Property at Closing.
12. Real Estate Commission. Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that there has been no real estate broker with respect to this transaction. Seller and Buyer agree to indemnify and hold each other harmless from any and all claims for any other brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the indemnifying party. The provisions of this Section shall survive the Closing or termination of this Contract.
13. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall be hand-delivered or sent by Federal Express or a comparable overnight

mail service, or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or by facsimile transmission (provided an original copy is thereafter provided in the manner stated in this Section below) to Buyer, Seller, Buyer's Attorney, Seller's Attorney, and Escrow Agent, at their respective addresses set forth in Section 1 of this Contract. Service shall be deemed to have been given upon receipt or refusal of Delivery of said notice. Notices sent by facsimile transmission which are received by 4:00 p.m. (in the addressee's time zone) shall be deemed delivered as of the date of such transmission provided that an original copy of such transmission is delivered to the addressee by a nationally utilized overnight courier service on the day following such transmission. The addressees and addressees for the purpose of this paragraph shall be deemed to continue in effect for all purposes hereunder.

14. Assignment. This Contract may not be assigned by Buyer.
15. Miscellaneous.
 - 15.1. Upon final discharge of the Receiver, the Receiver (unless otherwise directed by Court Order) will turn all funds collected over to the Buyer. All receivables, deposits and other uncollected monies shall be assigned and transferred to the Buyer at closing.
 - 15.2. All billing information for Canal Point Water users shall be provided to the Buyer at closing.
 - 15.3. All personal property associated with the water distribution system in Canal Point shall be transferred to the Buyer, including, but not limited to all records used in connection therewith.
 - 15.4. Counterparts. This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original.
 - 15.5. Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.
 - 15.6. Amendment. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer.
 - 15.7. Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Contract, Attorneys' Fees and costs shall be included in such judgment.
 - 15.8. Governing Law. This Contract shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial.
 - 15.9. Entire Contract. This Contract sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Contract shall be null and void and of no further force and effect unless a copy of same executed by Seller is delivered to Buyer by the close of business on the Acceptance Date.
 - 15.10. Recording. This Contract shall not be placed of record by either party hereto.
 - 15.11. Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract.
 - 15.12. Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period

provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

15.13. Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

15.14. Acceptance Date. This Contract shall be null and void and of no further force and effect unless a copy of same executed by Seller is delivered to Buyer by the close of business on the Acceptance Date.

15.15. Gender. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

15.16. Release. Buyer agrees and acknowledges that as a material inducement for Seller entering into this Contract, that at Closing, Seller shall be discharged and relieved of all responsibilities and obligations with respect to the order appointing Seller as receiver of said Property and Seller shall be absolved, excused, acquitted, satisfied, released and forever discharged from any and all liability, personal or otherwise, arising from or in connection with the receivership proceeding, the receivership estate, the distribution of receivership properties and funds, or any actions, causes of actions, suits, debts, dues, taxes, sums of money, accounts, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, arising therefrom or in connection therewith, including but not limited to, any claims by any creditors or claimants of the receivership estate, or its personal representatives, successors, heirs, or assigns, whether now in existence or hereafter arising.

16. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

WITNESSES;

John J. Sasic
Kate Young-Ae Cho

Attested To:

Debra Palmer
City Clerk

Approved as to form and legal sufficiency

[Signature]
City Attorney

UTILITIES, INC. OF FLORIDA,
a Florida corporation, as Receiver

By: [Signature]
Its: VICE PRESIDENT
Date: 11/10/95

CITY OF PAHOKEE, a Florida municipal
corporation

By: [Signature]
Its: Mayor
Date: 11-8-95

INTER-OFFICE MEMORANDUM

TO: Ross Hering
Director/PREM

DATE: March 24, 1994

FROM: Dave Kuzmenko *DK*
Real Estate Tech./PREM

RE: Southeastern States Utilities

Southeastern States Utilities was incorporated on May 10, 1965. Its president director is William Abrams and its secretary director is Lisandra Fagot. Offices are located in New Orleans and Canal Point. It owns two parcels in Palm Beach County.

A 0.12 acre parcel at 312 Connors Highway in Canal Point (PCN: 00-37-41-33-01-003-0080) contains a trailer office and a non-functional water tower. The property is assessed at \$3,750.00.

A 0.28 acre parcel on Connors Highway in Canal Point (PCN: 00-37-41-34-00-000-3130) is the site of a former water utility plant that has since been demolished. The property is assessed at \$12,534 and is adjacent to County-owned Canal Point Park and Community Center.

The above was confirmed by Peter Wessel, manager of the Canal Point office of Southeastern States Utilities.

Ted Simmons will take photographs of the properties on his upcoming trip to Pahokee.

EXHIBIT A