

FILE COPY

Law Offices Of
James C. McClendon II

1399 West State Road 434
Longwood, Florida 32750

Telephone and Fax Number
(407) 767-0660

November 4, 1996

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

96 1331-WV

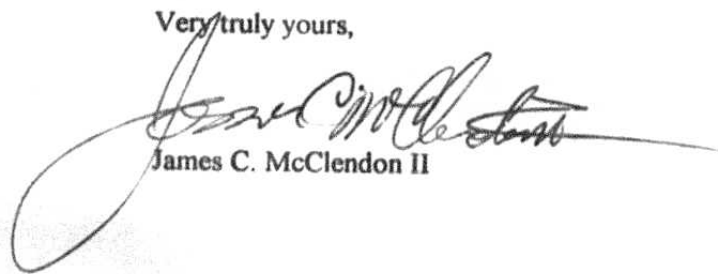
RECORDED
INDEXED
SERVICES DIVISION
96 NOV -6 PM 12:32
MAIL ROOM

RE: Application for Transfer of Water Certificate 324-W

Dear Sir or Madam,

Enclosed, please find an original and twelve copies of an Application for Transfer of Certificate together with Exhibits A through Q and attachments. Also please find the purchaser's check number 102 in the sum of \$750.00 for the transfer fee. Please advise me if any further information is needed. With kindest regards, I am

Very truly yours,



James C. McClendon II

Enclosures

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEC _____
- LIN _____
- OPC _____
- RCI _____
- SEC _____
- WAS _____
- OTH _____

Check received with filing and forwarded to Fiscal for deposit.
Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:

A.G.

DOCUMENT NUMBER-DATE

11880 NOV-6 88

FPSC-RECORDS/REPORTING

Law Offices Of
James C. McClendon II

1399 West State Road 434
Longwood, Florida 32750

Telephone and Fax Number
(407) 767-0660

#102
\$750.00
Laf
11/6/96
no postmark

961331-W1

November 4, 1996

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

DEPOSIT TREAS. REC.

0397

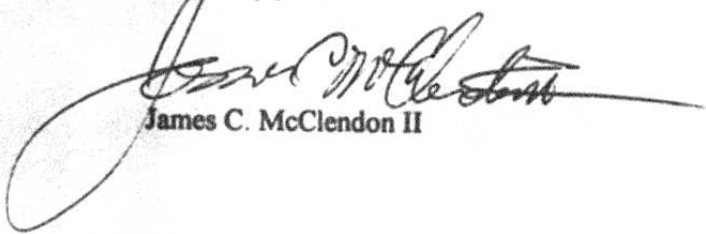
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96
11/6/96
11/6/96

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Initials of person who forwarded check:
A.J.

Law Offices Of
James C. McClendon II

1399 West State Road 434
Longwood, Florida 32750

Telephone and Fax Number
(407) 767-0660

#102
\$750.00
Laf
11/6/96
no postmark

961331-WU

November 4, 1996

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

DEPOSIT TREAS. REC.
D397

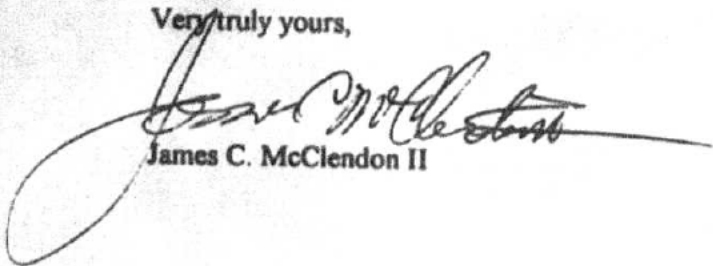
96 NOV -6 PM 10:32
NOV 07 1996

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Very truly yours,



James C. McClendon II

Enclosures

Check received with filling (check)
forwarded to

102

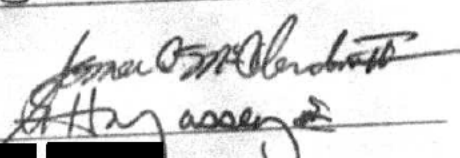
63-215/631

IVE WATER SYSTEM INC. 072296
41 Glenn Dr.
Tallahassee, FL 32378

10/28 19 96

Public Service Commission \$ 750.00
HUNDRED FIFTY 100 Dollars

SUNTRUST
SunTrust Bank, Central Florida, N.A.
Tallahassee Office (904) 588-4788
Tallahassee, FL



James C. McClendon II

**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES**

(Pursuant to Section 367.071, Florida Statutes)

961331-WU

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 sale,
assignment or transfer of (all or part) of Water Certificate No.
324-W and/or Wastewater Certificate No. _____ 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 applicant:

Glenn's Cove Central Water System
Name of utility

(352) 343-5868 (352) 343-5868
Phone No. Fax No.

30932 Circle Dr.
Office street address

Tavares, FL 32778
City State Zip Code

Same
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:

James C. McClendon II () 407-767-0660
Name Phone No.

1399 West State Road 434
Street address

Longwood, FL 32750
City State Zip Code

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

Cove Water System, Inc.
Name of utility

(407) 767-0660 (407) 767-0660
Phone No. Fax No.

30741 Glenn Dr.
Office street address

Tavares, FL 32778
City State Zip Code

Same
Mailing address if different from street address

N/A
Internet address if applicable

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

Corporation
not-for-profit

Partnership

Sole Proprietorship

Other: _____

(specify)

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

June 3, 1996 Florida

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

Please see Exhibit "A" attached hereto

- 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.)

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit "B" - 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

C) Exhibit "C" - 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:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

D) Exhibit "D" - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

E) Exhibit "E" - A statement describing the financing the purchase.

F) Exhibit "F" - 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 "G" - 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. FFC-93-1816-FOF-WU 12/22/93 Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) Exhibit "H" - 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:

Margaret Belew/John Mitchell (352) 343-5868
Name Phone No.

30932 Circle Dr.,
Street address

Tavares, FL 32778
City State Zip Code

- J) Exhibit "I" - 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)

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 "L" - 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:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) 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;
- (3) 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;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) 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:

\$750.00 (for water) and N/A (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 "O" - 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. **Sample tariff(s) are attached.**
- 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 Glenn's Cove Central Water System (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.

Margaret Belew

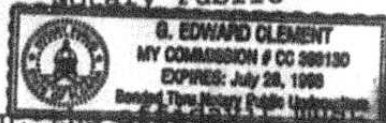
BY: Margaret E. Belew
Applicant's Signature

MARGARET E. BELEW
Applicant's Name (Typed)

OWNER/Authorized Partner of Partnership
Applicant's Title *

Subscribed and sworn to before me this 11th
of October 1996.

G. Edward Clement
Notary Public



* If the applicant is a corporation, the affidavit shall 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.

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "A"

Officers and Directors of Cove Water System, Inc.

Gideon H. Massey III, President
31142 Cove Road, Tavares, Florida 32778

Michael Rice, Vice-President
31053 Cove Road, Tavares, Florida 32778

Sandra B. VanCurler, Secretary
11427 Palmetto Drive, Tavares, Florida 32778

James C. McClendon II, Treasurer
30741 Glenn Drive, Tavares, Florida 32778

Blaine J. Arledge, Director
31051 Cove Road, Tavares, Florida 32778

Kurt D. Hoag, Director
31226 Cove Road, Tavares, Florida 32778

Glenn Little III, Director
Post Office Box 545, Tavares, Florida 32778-0545

Elizabeth B. Purdy, Director
11321 Davison Lane, Tavares, Florida 32778

James G. Sherwood, Director
30649 George Drive, Tavares, Florida 32778-4892

Dollie J. Whitten, Director
31202 Cove Road, Tavares, Florida 32778

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "B"

Statement that Transfer is in the Public Interest

The transferor, Glenn's Cove Central Water System, has been in continuous operation for over twenty years and supplies potable water to over fifty households in the Glenn's Cove subdivision, which is located just outside the Tavares City limits in Lake County, Florida. Glenn's Cove Water System is owned and operated by Margaret Belew, Sharon Mitchell, her daughter, and John Mitchell, Sharon's husband. Mrs. Belew and the Mitchells wish to sell the water system and relieve themselves of the responsibilities of operating the water system. The current water system customers have formed Cove Water System, Inc., a non-profit corporation, for the purpose of owning and operating the water system.

The transfer is in the best public interest as it allows the current water customers to gain control of their water system and avoid entanglements with governmental entities or outside parties who might otherwise wish to operate the system. The transferee, Cove Water System, Inc., has no previous experience in water utility operations. Each of the water customers has paid or will pay \$600.00 to join the Cove Water System, Inc. To date, over \$28,000.00 has been collected. The total acquisition costs are expected to be about \$18,000.00, which would leave \$10,000.00 as initial operating capital after the purchase. In the event additional operating capital is required, the members of Cove Water System, Inc. would be expected to pay a special assessment to cover the unusual and unexpected expense.

Cove Water System, Inc. will fulfill the commitments, obligations and representations of Glenn's Cove Central Water System with regard to utility matters.

GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "C"

Copy of "Agreement of Purchase and Sale of Glenn's Cove Water System"

Attached hereto please find a copy of the contract for sale titled "Agreement of Purchase and Sale of Glenn's Cove Water System."

AGREEMENT OF PURCHASE AND SALE OF
GLENN'S COVE WATER SYSTEM

AGREEMENT TO PURCHASE AND SALE WATER SYSTEM

THIS AGREEMENT is made as of this _____ day of August, 1996, by and between Margaret E. Belew, John A. Mitchell and Sharon L. Mitchell, (hereafter collectively referred to as "Seller"), and Cove Water System, Inc., a not-for-profit corporation organized under the laws of the State of Florida (hereafter referred to as "Purchaser".)

WHEREAS, the Seller owns and operates a water well, treatment and distribution system (hereafter referred to as "Water System"), which services approximately 57 homes in and around a residential community known as Glenn's Cove in Lake County, Florida; and

WHEREAS, the Water System operates under Certificate of Public Convenience and Necessity, No. 324-W (hereafter referred to as the "Certificate") issued by the Florida Public Service Commission (hereafter referred to as the "PSC"); and

WHEREAS, the Purchaser is a non-profit corporation whose members are the owners of those certain homes currently receiving water service from Seller; and

WHEREAS, the Purchaser is desirous of purchasing the Water System, and the Seller is willing to sell it to the Purchaser upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, Seller and Purchaser hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein.

Page 2 is purposely omitted

Page 2

2. FURNISHING OF DOCUMENTS.

Except as otherwise provided hereunder, within fifteen (15) days after the execution of this Agreement by both parties, the Seller, if it has not already done so, will make available to the Purchaser, as hereafter provided for, the following:

(a) Plans and specifications showing the water well, water treatment plant, and storage tanks, together with a map showing the water distribution lines and appurtenances as now constructed, and all other facilities constituting the Water System.

(b) Copies of Seller's Certificate issued by the PSC and presently in effect relating to the operation of the Water System.

(c) A schedule and copies of all active water use agreements, hereinafter referred to as "Service Agreements," entered into between Seller and any and all customers of the Water System. This shall include any and all agreements to provide water service in the future to individuals who are not presently customers of the Water System.

(d) A schedule and copies of all other agreements entered into between Seller and any other parties in connection with Seller's operation of the Water System, including, but not limited to, leasehold agreements, operator and vendor contracts, and construction contracts, if any (collectively the "Contracts"). At Closing, Seller and Buyer shall execute an Assignment and Assumption Agreement with respect to the Contracts.

(e) An Inventory Exhibit containing a list of all equipment, water reading devices, parts, unset or reserved meters, and all

other personal property owned by Seller to be transferred to Purchaser as a part of this sale (the "Inventory"). Seller represents that same will not be depleted prior to the Closing except in the normal and ordinary course of the operations of the Water System by Seller and replacements and additions thereto will be acquired by Seller prior to Closing in the normal and ordinary course of the operations of the Water System by Seller.

(f) Tariff of Seller which shall include a schedule of all rates, fees and charges in effect at the time of this Agreement.

(g) Copies of current or active operation permits, including consumptive use permits, and permits for work not started or not completed, applications or other documents, together with effective dates and expiration dates (if any) demonstrating approval of the facilities of the Water System by all applicable governmental authorities, including, but not limited to: (a) the Florida Department of Environmental Protection, (b) the Water Management District, (c) the United States Environmental Protection Agency, and (d) the PSC (collectively, the "Permits"). Seller shall also include a list of any deposits in excess of \$1,000 that it has with any governmental authorities, corporate entities, or utilities.

(h) A list of customer deposits, prepaid water bills (if any) and accounts receivable, by name and account number, setting forth the amount of each individual deposit, prepaid water bill and/or receivable and the aggregate totals thereof. This item shall be updated by Seller at Closing.

(i) Map on which there is outlined the present and anticipated PSC certificated service area of the Seller. This area is hereafter referred to as the "Service Area".

(j) All warranties held by Seller with respect to completed or in progress construction work with respect to the Water System. At Closing, Seller shall assign all existing transferable warranties to Purchaser.

(k) A copy of the annual reports as filed by Seller with the Commission for the calendar years ending December 31, 1993, 1994 and 1995.

(l) A legal description of all of the real estate owned by Seller in fee simple to be conveyed to Purchaser in connection with the operation or expansion of the Water System whereupon all water withdrawal, pumping, treatment, storage, or related facilities of all and any type are located, including all buildings, offices, tanks.

(m) A legal or other verifiable description of all private easements, licenses, prescriptive rights and rights-of-way owned and used by Seller for the construction, operation and maintenance of the Water System, all of which are transferable to Purchaser. Seller shall also provide maps showing the location of such easements, with true copies of the granting document containing the legal descriptions. Easements located or shown in recorded plats and dedicated public rights-of-way need not be included.

It is agreed by and between the parties hereto that any and all documents, contracts, or other agreements affecting Purchaser's

title to the Purchased Assets, or obligations of the Seller not provided to the Purchaser during the disclosure period (by delivery or providing access to same at the Seller's premises), shall not be acquired by the Purchaser hereby and the Seller shall remain responsible as obligor thereunder. The Purchaser agrees to assume responsibility and hold Seller harmless to the extent of disclosure of the Seller's obligations pursuant to the Service Agreements or Contracts, in accordance with the provisions hereof, but the Purchaser specifically disclaims any obligation to assume any duty or to perform any promise made by the Seller in the Service Agreements or Contracts which is not so disclosed to the Purchaser.

In the event Purchaser is not reasonably satisfied with any of the documents, Purchaser may cancel this transaction by written notice of cancellation given to Seller in which event both parties shall be released from all further obligations under this Agreement. All exhibits will be updated to the time of Closing, if appropriate.

3. COVENANT TO SELL AND PURCHASE AND DESCRIPTION OF PURCHASED ASSETS.

The Purchaser hereby agrees to buy from the Seller, and the Seller hereby agrees to sell to the Purchaser, the Purchased Assets for the Purchase Price and upon the terms, and subject to the conditions and other provisions hereof.

(a) For convenience, the term "Purchased Assets" shall be used to designate the assets, business properties, and rights both tangible and intangible which Seller owns or in which it has an interest regarding the Water System (but shall not include the

"Excluded Assets" described in paragraph 3(b) hereof), all of which are being purchased hereunder by the Purchaser and which include the following:

(1) The real property and interests in real property owned by Seller described in subparagraph 2(1) and all buildings and improvements located thereon.

(2) All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, streets and other areas owned and/or used by Seller for the construction, operation and maintenance of the Water System as described in subparagraph 2(m) above.

(3) All water treatment plants, water supply and distribution facilities of every kind and description whatsoever, including but not limited to pumps, ^{including new gasoline back-up engine} plants, tanks, transmission mains, distribution mains, supply pipes, or facilities, valves, meters, meter boxes, service connections and all other Inventory listed on the Inventory Exhibit, together with all additions or replacements thereto, subject to the terms of paragraph 9(g) below.

(4) To the extent transferable, all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Water System and its plants and systems for the procuring, treatment, storage and distribution of potable water and every right of every character whatever in connection therewith, and the obligations thereof; all agencies for the supply of water to the Water System or others; all water rights, flowage rights and riparian

rights and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to Seller under the Certificates described in paragraph 2. Upon Closing, the parties shall execute an Assignment and Assumption Agreement with respect to such rights. The parties shall cooperate in applying for and obtaining transfer of all such rights requiring regulatory approval or notice.

(5) All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by the Purchaser which are in possession of Seller, and its agents on the Closing Date pertaining to the operation of the Water System.

(6) One (1) set of record drawings, including as-built drawings where available, showing all facilities of the Water System. Such drawings shall also include any original tracings, sepias or other reproducible material where same is in possession of Seller.

(7) All rights of Seller under the Agreements described in paragraph 2(c) and (d), subject to Purchaser's assumption of all obligations thereunder and as provided for herein.

(b) Excluded Assets:

(1) Cash, bank accounts, deposits maintained by Seller with any governmental authority, utility deposits and prepaid expenses not to be prorated of Seller which are Seller's sole property and are not subject to refund to customers, including Developers or others.

(2) Escrow and other Seller provisions for payment of federal and state income taxes. As Seller remains responsible for filing and satisfying income tax obligations, such escrow or other funds held by the Seller shall remain with the Seller after Closing. Seller has no other escrow accounts for the Water System.

(3) All notes and accounts receivable of Seller provided however that, except as otherwise specifically provided for herein, Seller shall remain obligated to pay all accounts payable and other payables of Seller incurred or accrued prior to the Closing

(4) The liabilities of and the name of Glenn's Cove Central Water System, except for those liabilities expressly assumed by Purchaser hereunder.

4. FEASIBILITY PERIOD

(a) Purchaser shall have ninety (90) days from the date of this Agreement (hereafter referred to as the "Feasibility Period") within which to conduct whatever investigations, examinations and inspections it deems necessary or desirable in order to verify that all physical systems and tangible assets to be purchased by Purchaser, as provided for herein, are in reasonably acceptable condition and that all existing contractual obligations, real property, rights-of-way, easements and inventories, utilized by Seller in the operation of the Water System in the ordinary course of its business, are reasonably acceptable for the operation of the Water System in accordance with industry standards. If Purchaser is unable to verify any of the foregoing, Purchaser shall have the right to notify Seller that such verifications are unacceptable to Purchaser and Purchaser elects to terminate this agreement, provided, however, that such notice must be given to Seller on or before 5:00 p.m. on the last day of the Feasibility Period. In the event all contingencies can be satisfied before the end of the Feasibility Period, the Purchaser agrees to close within ten (10) days of the date of satisfaction of all contingencies, pursuant to paragraph 12. Purchaser shall use good faith efforts to satisfy all contingencies and make all inspections contemplated herein in a prompt manner.

(b) Upon reasonable notice, the Seller will permit full examination by the Purchaser's authorized representatives of all existing contractual obligations, physical systems, assets, real property, rights-of-way, easements and inventories utilized by the Seller in the operation of the Water System.

5. CONDITION OF PURCHASED ASSETS AT CLOSING

The parties hereto agree that Purchaser is buying the assets of the Seller as described herein in an "as is" and where is" condition, without relying upon any warranty or representation from Seller regarding the physical condition of the Water System whatsoever. Purchaser agrees that it has made or will make its own investigations of the Purchased Assets and is relying solely upon these investigations in making the purchase described in this Agreement.

6. PURCHASE PRICE. The total Purchase Price for the Water System shall be Thirteen thousand, eight hundred dollars (\$13,800.00), which purchaser shall pay in a single lump sum at closing, subject to prorations and closing expenses as set forth herein.

7. SERVICE AGREEMENTS, RIGHTS THEREUNDER, AND SERVICE TO CUSTOMERS.

(a) Purchaser shall at Closing assume, without recourse to Seller, in writing all the obligations of Seller relating to all Service Agreements disclosed pursuant to paragraph 2(c).

(b) The Purchaser shall fulfill the Seller's obligations to furnish water service to all customers presently and in the future connected to the Water System, including but not limited to customers under the Service Agreements, but, in accordance with Purchaser's connection ordinances and policies. Seller represents to Purchaser that it has not entered into any commitment, agreement, or obligation to provide utility service whatsoever, other than as provided in the Service Agreements provided hereunder.

8. PURCHASER'S WARRANTIES.

(a) The Purchaser is a duly authorized Florida ^{not-for-profit} ~~municipal~~ corporation and has all requisite power and authority to enter into this Agreement, to own and lease real and personal property, and to carry out and perform the terms and provisions of this Agreement.

(b) The Purchaser will, subsequent to Closing, and consistent with prudent business practices, industry standards applicable thereto, and the requirements of the appropriate governmental

ments thereon and the occupants thereof, that are encompassed in Seller's certificated area and/or the Service Agreements, so long as capacity is available, pursuant to the Purchaser's policies for the provision of water service.

9. SELLER'S WARRANTIES: Seller represents and warrants as follows:

(a) Seller is the sole owner of the Water System and the Purchased Assets and has the power and authority to enter into this Agreement and convey said Water System and Purchased Assets.

(b) Seller has full power and authority to execute, deliver and perform under this Agreement and the Collateral Documents which, when executed and delivered by the Seller, will constitute the legal, valid and binding obligation of the Seller in accordance with their terms.

(c) To the best of Seller's knowledge, the execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government, or any indenture, agreement, or other instrument to which the Seller is a party, or by which it is bound.

(d) From and after the date of the execution of this Agreement, Seller will not, without the prior written consent of the Purchaser, which shall not be unreasonably withheld, dispose of or encumber any of the Purchased Assets, with the exception of any

transactions occurring in the ordinary course of Seller's business, such as the routine consumption of chemicals and supplies.

(c) Seller warrants and represents that there will be no material depletion of the assets of the Seller, nor any material change in the condition of said assets, from and after the date of the execution hereof, and that such facilities will be properly maintained within the custom and usage of the industry up until and through the date of Closing.

(f) In the interim between the execution of this Agreement and the Closing Date, Seller shall operate and maintain the Water System in a normal and usual manner to the end that the value of the same will not be diminished or depleted other than by normal wear and tear and casualty.

(g) Seller will reasonably cooperate by opening records, providing access to records and facilities to assist in the acquainting of the Purchaser's operating and administrative personnel, and professional advisors, in the operation of the Water System.

(h) The information provided to the Purchaser by Seller as provided for in this Agreement shall be true and correct to Seller's best knowledge and belief, after due inquiry, and shall not omit any material fact necessary to make the information provided by Seller not misleading.

(i) Seller is in sole and exclusive ownership, possession, or control of the Purchased Assets and Seller at Closing shall deliver sole and exclusive possession or control of the Purchased Assets to

Purchaser. None of the real estate being used for the operation of the Water System is on leased property.

(j) Except for the requisite authorizations or consents of the applicable governmental authorities with respect to the sale and transfer of all licenses and permits to own and operate the Water Systems, Seller has good and marketable title to the Purchased Assets.

(k) There will be after Closing, no liens, claims or encumbrances of whatever type of nature upon or against the Purchased Assets, including but not limited to, mortgages, financing statements or security instruments filed under the Uniform Commercial Code either in Lake County or with the Secretary of State (except only those encumbrances which are to be satisfied and released as part of the Closing of this transaction).

(l) Except for Permitted Encumbrances provided for below and the requisite authorizations or consents of the applicable governmental authorities with respect to the sale and transfer of all licenses and permits to own and operate the Water System, Seller has good and marketable title to the Purchased Assets.

(m) Seller shall perform all of the conditions to Closing which should be performed by Seller prior to Closing as provided herein.

(n) In the event the Water System is cited, prior to closing, for any violation of a regulatory or permitting requirement, Seller shall remedy said violation prior to the closing date.

(o) there Exists no employment contract under which Seller is the employer which cannot be canceled within thirty (30) days notice of less, and without the payment of any consideration of such cancellation.

(p) During the period of time between the date of this Agreement and the Closing Date, Seller shall maintain its existing level of fire and extended coverage insurance to cover the cost of any repairs to the plants and Water System that may be necessitated by casualty damage, and the risk of loss during the said period of time shall fall upon the Seller. If any material portion of the Purchased assets is damaged by fire, "Act of God" or other casualty before the closing date, the Purchaser shall have the option of (1) closing and accepting the Purchased Assets "as is", without reduction in the Purchase Price, together with the Seller's assignment to Purchaser of all rights under its insurance policies and all of the insurance proceeds, if any relating thereto, but without any further claim against Seller; or (2) in the event Seller cannot repair and deliver the Purchased Assets within ninety (90) days, canceling this Agreement in which event the parties shall be released from all further obligation to each other. If an immaterial portion of the Purchased Assets is so damaged, the Seller shall either (i) repair or replace same, or (ii) assign its insurance proceeds covering same to Purchaser at Closing (or if there are no adequate proceeds available, the Seller shall credit the Purchaser at Closing for the reasonable

uninsured value of the damaged property). The risk of loss shall pass to the Purchaser at Closing.

(g) After the execution of this Agreement, Seller will not, without the prior written consent of the Purchaser, which will not be unreasonably withheld, delayed or conditioned, enter into any new Service Agreements or modify any existing Service Agreements. Once a proposed Service Agreement is approved by the Purchaser, the Purchaser shall accept and assume the terms of the approved Service Agreement subsequent to the Closing Date in accordance with its terms.

(r) That to the best of its knowledge and belief, and after due inquiry, there are no representations or warranties contained herein or made hereunder, and no exhibits, certificate, schedule or other document furnished or to be furnished in connection with the transaction contemplated hereby, which contain or will contain a misstatement of material fact, or omits or will omit to state a material fact required to be stated in order to make the statement therein not misleading.

(s) To the best of Seller's knowledge, Seller is not in default with respect to any order, writ, injunction, or decree of any court or federal, state, municipal or other governmental department regarding the ownership, operation or maintenance of the Purchased Assets. There is no pending or threatened litigation or governmental action which could prohibit or interfere with the performance of this Agreement.

(c) The representations and warranties contained herein are true and correct and shall survive Closing for a period of twelve (12) months.

10. TITLE INSURANCE AND PERMITTED ENCUMBRANCES

(a) Title Policy. The Purchaser shall provide and pay for the entire cost of title commitment and title insurance as provided herein. Within ten (10) business days from the date of this Agreement, Purchaser will cause to be issued and delivered to Seller a current title insurance commitment issued by the title insurance company, covering the fee simple real property included in the Purchased Assets, which commitment shall be in an amount equal to \$13,800.00. The title insurance commitment shall commit the insurer to issue an owner's title insurance policy to the Purchaser covering the fee simple real property portion of the Purchased Assets (substantially in accordance with the ALTA Standard Owner's Form B) upon the recording of deeds to the Property, said commitment reflecting title to the real property to be marketable or insurable, except for the Permitted Encumbrances (as herein defined), the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as material-man's liens, survey, mechanic's liens, and shall provide such endorsements and affirmative coverage as Purchaser reasonably requests. Purchaser shall notify Seller in writing within five (5) days after delivery of such title insurance commitment, of any

alleged defect in Seller's title to the real property, other than those accepted herein and the non-deleted Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Seller's title to the real estate (other than the Permitted encumbrances) which render or may render Seller's title to the real estate unmarketable, in accordance with standards adopted by Florida Bar, or uninsurable). Any objections to title to the extent not shown on the notice furnished by Purchaser in accordance with the provisions of this paragraph shall be deemed to have been waived by Purchaser for all purposes hereof and Purchaser shall not be entitled to any damages or other remedies. Seller shall be entitled to fifteen (15) days time to eliminate any of the objections to title set forth in Purchaser's notice that Seller chooses to eliminate. However, in no event shall Seller be required to bring suit or expend any sum to cure title defects, exclusive of mortgages, judgments or other liens against the Property, which are in a liquidated amount and/or the Seller has an obligation to discharge on or before Closing pursuant to the terms of this Agreement. In the event Seller shall be unable to deliver title as herein provided, then Purchaser shall have the following rights:

(1) To accept whatever title Seller is able to convey with no abatement of the purchase price; or

(2) To reject title and cancel this agreement.

If Purchaser shall reject title under 10(a)(2) neither party shall have any further liability whatsoever under this Agreement, and in such event, Purchaser shall pay all costs for the title insurance company. Purchaser shall not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter, provided, (a) the same may be satisfied with a payment of money and Seller elects to do so by paying same at or prior to Closing; or (b) any mechanic's lien or other encumbrance which can be released of record, bonded or transferred of record to substitute security so as to relieve the real estate from the burden thereof and Seller elects to do so at or prior to Closing; or, (c) the title insurance company issuing the title insurance commitments referred to above will affirmatively insure-over against such matter and will insure against the enforcement thereof against the real property.

Seller will execute at or prior to Closing, in favor of the title insurance company, the appropriate mechanic's lien affidavit and Gap" affidavit sufficient to allow the title insurance company to delete all standard exceptions addressed by such Affidavits. Also, the title commitment will be marked up as necessary by the Seller. The survey shall be updated as necessary. Title to the real property portion of the Purchased Assets will be conveyed to the Purchaser at Closing by statutory warranty deed subject to the Permitted Exceptions and those matters not timely objected to by Purchaser and the personal property portion of the Purchased Assets will be conveyed by Bill of Sale and accompanied by the appropriate

no-lien affidavits executed by the appropriate officers of the Seller. After Closing instruments have been recorded in the Public Records, the title insurance policy referred to hereinabove, shall be issued on the commitment.

(b) Permitted Encumbrances. As used above, "Permitted Encumbrances" mean and include the following:

(1) All present and future building restrictions, zoning regulations and all present and future laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the real property and the use thereof as represented herein, none of which however shall impair or restrict the use of the Property for the operation of the Water System.

(2) Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds", none of which however shall impair or restrict the use of the Property for the operation of the Water System.

11. CONDITIONS PRECEDENT TO CLOSING. The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

(a) Neither Party shall be prohibited by decree or law from consummating the transaction.

(b) The Florida Public Service Commission shall have approved and/or authorized this sale, if necessary, pursuant to Chapter 367, Fla. Stat.

(c) There shall not be pending or threatened on the Closing Date any legal action or proceeding which would prevent the acquisition of the Purchased Assets or hinder the ability of Purchaser to close the transaction or pay the purchase price, or inhibit or restrict in any manner its use, title, or enjoyment of the Purchased Assets.

(d) Purchaser assumes in writing the obligations of Seller contained in all Service Agreements described in paragraph 2(c).

(e) Both parties shall each have performed all the undertakings required to be performed by it under the terms hereof prior to or at Closing.

(f) All warranties and representations herein of both parties shall be true as of the Closing Date.

(g) As of the Closing Date, there shall have been no material adverse change in the applicable law or the Water System being acquired by Purchaser hereby.

12. CLOSING DATE AND CLOSING.

(a) Provided the conditions to be performed prior to Closing have been performed, this transaction shall be closed within ten (10) working days after the expiration of the Feasibility Period, unless the closing date is extended by agreement of the parties or by another provision of this Agreement. The closing date shall be

automatically extended for up to ninety (90) days if necessary to complete a condition precedent. During the 90 day extension period, if all conditions precedent have been satisfied and approval from the Florida Public Service Commission of this transfer has been granted, then this transaction shall be closed within 10 business days thereafter. This agreement shall be null and void if closing does not occur within nine months of the date of execution of this agreement.

(b) At Closing:

(1) Documentary stamps on the deed of conveyance of the real property included in the Purchased Assets shall be paid by Purchaser. The value attributable to the real property portion of the Water System is Thirteen thousand, eight hundred dollars (\$13,800.00).

(2) Real Property and Personal Property taxes on the Purchased Assets shall be prorated as of the date of Closing and Seller shall be required to pay such amount at Closing.

(3) Prior to or simultaneously with the Closing, Seller shall read meters and invoice customers for services rendered prior to the time of Closing, which receivables shall be the sole property of Seller. Included with this invoice shall be a notice advising the customers of the change in ownership of the Water System and that future payments should be made directly to Purchaser with current payments made directly to Seller. Monies due for services rendered from and after the date of Closing shall belong to Purchaser.

(4) All taxes and assessments accrued or owed by the Seller as of the date of Closing shall be and remain the obligation of the Seller. All taxes and assessments imposed after the date of Closing pertaining to post Closing ownership shall be the obligation of the Purchaser.

(5) Sums held or collected by Seller for Connection or other Charges shall remain the Seller's sole and separate property with no claim of the Purchaser therefor. Seller shall remain responsible, as aforesaid, for refunds or other obligations due to customers or others for events occurring prior to closing.

(6) All transfers required or necessary hereunder shall take place on Closing date, unless extended by mutual consent.

(7) Except as specifically set forth herein, each or the respective parties hereto shall pay the fees of its own attorneys, engineers, accountants and other professional advisers or consultants in connection with the negotiation, preparation and execution of this agreement and any documents associated with the Closing of the sale and purchase transaction contemplated herein. Notwithstanding the foregoing, Purchaser shall pay \$1,500.00 to G. Edward Clement, Seller's attorney, at Closing.

(8) All bills for services rendered in connection with the operation of the Water System prior to Closing shall be paid by Seller.

13. FLORIDA PUBLIC SERVICE COMMISSION MATTERS. The parties shall jointly petition the Florida Public Service Commission, for cancellation of the certificate previously issued to the Seller and for approval of this sale, if necessary. Seller shall file any reports, if required, and satisfy its outstanding Florida gross receipts tax obligations through the date of Closing. Copies of Order(s) of the Commission acknowledging sale of the Water System to the Purchaser shall be promptly provided to the Purchaser, upon Seller's receipt thereof.

14. SURVIVAL. Except as limited herein, the provisions of Paragraphs 2, 3, 5, 6, 8, 9, 13(d), (f), (h), (k), (m), (n), (q),

(s), (t) and (u) shall survive the Closing hereof and not be merged herein.

15. OTHER MISCELLANEOUS PROVISIONS.

(a) The parties hereto recognize and agree that time is of the essence in this Agreement.

(b) This writing embodies the entire agreement and understandings between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. This Agreement, regardless of where executed, shall be governed and construed according to the laws of the State of Florida. This Agreement may be executed in each of several copies, each of which shall be considered an original.

(c) Each party will, at any time and from time to time after the Closing Date, upon reasonable request of the other party, execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties herein. Good faith is a condition of this Agreement.

(d) Neither Purchaser nor Seller may transfer or assign this Agreement or the respective duties or obligations hereunder without obtaining the prior written consent of the other.

(e) The Seller and Purchaser represent and warrant each to the other that they have not dealt with either a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement, and, in so far as they know, no broker, salesman or other person is entitled to any commission or fee with respect to such transaction. Further, each party shall indemnify the other and hold it harmless against any claim, cost, expense, liability or loss (including reasonable trial and appellate attorneys fees and costs) incurred or suffered as a result of any broker's or salesman's commission or finders fee alleged to be payable because of any statements, act or omissions of the indemnifying party.

(f) Any notice or other document required to be given hereunder by any party to the other shall be in writing and shall be delivered personally, by courier, or sent by certified or registered mail, postage prepaid.

If to Seller, such notice shall be addressed to Seller at:

Margaret E. Belew
John A. Mitchell
Sharon L. Mitchell
30932 Circle Drive
Tavares, Florida 32778

with a copy to Seller's attorney:

G. Edward Clement, Esquire
308 East Fifth Avenue
Mount Dora, Florida 32757

If to Purchaser, such notice shall be addressed to Purchaser at:

Cove Water System, Inc.
c/o James C. McClendon II, Registered Agent
30741 Glenn Drive
Tavares, Florida 32778

(g) All salaries of employees to the Closing Date and all obligations of Seller as of the Closing Date to said employees for benefits pay shall be paid by Seller.

(h) All representations and warranties heretofore made by any party to the other are merged into this Agreement.

(i) The headings used are for convenience only, and the parties herein agree that they shall be disregarded in the construction of this Agreement.

(j) Neither party shall be considered to be in default of this Agreement until the non-defaulting party gives written notice of the default to the defaulting party and affords that party ten (10) days to cure the default.

(k) The drafting of this Agreement constituted a joint effort of the parties hereto, and in the interpretation hereof, it shall be assumed that no party had any more input or influence herein than any other.

(l) It is agreed by and between the parties hereto that all words, terms, and conditions herein contained are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

(m) This Agreement is solely for the benefit of the parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party hereto.

(n) Binding Effect. All of the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and nominees of the Seller and Purchaser.

(o) Time of the Essence. Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

(p) Corroboration of Payments After Closing. In each instance in which either the Seller or the Purchaser is to receive money from another party after the Closing Date pursuant to the provisions of this Agreement, the party who is entitled to receive the money under the terms of this Agreement shall have the right to inspect, at its own expense, those books and records of the other party as may be necessary to corroborate the accuracy of the amount of money received by the party, within thirty (30) days of receipt of payment. The provisions of this paragraph shall survive closing.

(q) 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.

(r) In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and

the remainder of this Agreement shall be construed to be in full force and effect.

(s) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

(t) The Seller will, at all times, cooperate by providing reasonable access, upon prior written notice (not less than 48 hours in advance), to their records and facilities for inspection to assist in acquainting the Purchaser's operating and administrative personnel in the operation of the Water System; provided, however, that no such inspection shall materially interfere with the operation of the Water system or the day-to-day activities of the Seller's personnel, and to the extent consistent with applicable law, the Purchaser agrees to indemnify and hold Seller harmless from any claims, actions, expenses, or damages, including costs and attorney's fees at trial and appeal, which the Seller incurs for personal injury or property damage as a direct result of the inspection of the Water System by the Purchaser, its agents, contractors, representatives and /or employees. This provision shall survive closing.

(u) Purchaser shall credit the Seller's two homes with the membership fee of Cove Water System, Inc., which is currently \$600.00 per house. Upon closing, the Sellers shall become full members of Cove Water System, Inc., and as such, Sellers shall be entitled to receive their potable water from Cove Water System, Inc. on an equal basis as all other members of Cove Water System, Inc.

IN WITNESS WHEREOF, the parties have herunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

WITNESSES:

"Seller"

Melanie Abbott
Printed Name Melanie Abbott

Margaret E. Belew
Margaret E. Belew

Rex J. Lowe
Printed Name Rex J. Lowe

Date: 8/28/96

Ramond A. Cuff
Printed Name Ramond A. Cuff

John A. Mitchell
John A. Mitchell

Scott A. Zeltan
Printed Name Scott A. Zeltan

Date: 8/28/96

Patricia L. Nave
Printed Name Patricia L. Nave

Sharon L. Mitchell
Sharon L. Mitchell

Kay Lasky
Printed Name KAY LASKY

Date: 8/28/96

Printed Name _____

attest:
J. K. Sherwood
Secretary
Printed Name _____

"Purchaser"

Cove Water System, Inc.

By: *Gideon H. Massey II*
Gideon H. Massey II, its President

Date: *August 13, 1996*

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "D"

Statement of Outstanding Regulatory Fees, Fines or Refunds

The transferee has been advised that Glenn's Cove Central Water System owes no fees, fines or refunds. A copy of seller's statement to that effect is attached hereto.

GLENN'S COVE CENTRAL WATER SYSTEM

The above named utility, Glenn's Cove Central Water System does not hold any customer deposits, or has no prepaid water bills at this time.

The herein named utility, Glenn's Cove Central Water System does not owe any unpaid assessment fees, fines or refunds, with the exception of fees for the period of time from January 1, 1996 through the closing date of the sale and purchase of said utility. Fees are paid annually after the end of every year.

Above statements made by:

Margaret E. Belew
Margaret E. Belew, Owner/Partner
dated: 9/17/96

**APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W**

**EXHIBIT "E"
Statement of Financing**

The purchase price, transfer fees and closing costs are expected to total approximately \$18,000.00. The current water customers have joined Cove Water System, Inc., a non-profit corporation, and paid \$600.00 to become members of the not-for-profit corporation. Cove Water System, Inc. currently has \$28,000.00 in its bank account. That sum is expected to be sufficient to pay all costs of acquisition and provide adequate initial operating reserves. No money is being borrowed to finance the purchase.

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "F"

Entities Providing Funding to Purchaser

Attached hereto is a list of the names and addresses of the current water customers of Glenn's Cove Central Water System. Each household has or will pay \$600.00 to become a member of Cover Water System, Inc.

CURRENT LIST - WATER USERS ---- GLENN'S COVE WATER SYSTEM

SEPTEMBER 1996

Mr. Blaine Arledge
31051 Cove Road
Tavares, FL 32778

Ms. Margaret E. Belew
11348 Dead River Road
Tavares, FL 32778

Mr. Edward R. Brewster
11333 Davison Lane
Tavares, FL 32778

Ms. Helen Briegel
11334 Davison Lane
Tavares, FL 32778

Mr. Bruce Brommeland
11426 Palmetto Drive
Tavares, FL 32778

Mr. Bernard Burgman
11415 Palmetto Drive
Tavares, FL 32778

Mr. Mannie Carter
31018 Cove Road
Tavares, FL 32778

Mr. David E. Charles
30820 Glenn Drive
Tavares, FL 32778

Mr. Lewis Clark
30701 Glenn Drive
Tavares, FL 32778

Mr. Bobby K. Cook
31215 Cove Road
Tavares, FL 32778

Mr. Howard J. Correll
30900 Circle Drive
Tavares, FL 32778

Ms. Emily Davis
30813 Glenn Drive
Tavares, FL 32778

Deihl's Realty
R.R. 4, Box 318
Bloomsburg, PA 17815

(30926 Cove Road
Tavares, FL)

Ms. Deborah Dever
35445 Haines Creek Road
Leesburg, FL 34788

(30818 Glenn Drive
Tavares, FL)

Mr. Fred W. Dunn
30722 Cove Road
Tavares, FL 32778

Ms. Florence M. Edwards
30814 Glenn Drive
Tavares, FL 32778

Mr. Donald Felter
11344 Davison Lane
Tavares, FL 32778

Mr. Paul E. Flick
1004 Iron Street
Bloomsburg, PA 17815

(30740 Cove Road
Tavares, FL)

Mr. Patrick Fullenwider
30831 Cove Road
Tavares, FL 32778

Mr. Philip Haskins
30940 Cove Road
Tavares, FL 32778

Mr. Kurt D. Hoag
31226 Cove Road
Tavares, FL 32778

Mr. John A. Hoban
415 Westchester Road
Colchester, CT 06415

(30731 Glenn Drive
Tavares, FL)

Ms. Alberta Jay
12906 Inglewood Street
Moorpark, CA 93021

(11313 Davison Lane
Tavares, FL)

Mr. Edward C. Joyner
30640 Cove Road
Tavares, FL 32778

Mr. Joseph Margio
11401 Davison Lane
Tavares, FL 32778

(31214 Cove Road
Tavares, FL)

Mr. G. H. Massey
31142 Cove Road
Tavares, FL 32778

Mr. James McClendon
30741 Glenn Drive
Tavares, FL 32778

Mr. C. H. Messer
30732 Cove Road
Tavares, FL 32778

Mr. John A. Mitchell
30932 Circle Drive
Tavares, FL 32778

Mr. Joel Murray
751 Noble Oak Drive
Marietta, GA 30068

(31214 Cove Road
Tavares, FL)

Ms. Meredythe L. Nansen
31221 Cove Road
Tavares, FL 32778

Mr. Wesley Owens
30914 Circle Drive
Tavares, FL 32778

Mr. Frank Perry
30739 Cove Road
Tavares, FL 32778

Mr. Linville Perez
31035 Cove Road
Tavares, FL 32778

Mr. Lowell E. Poling
11349 Davison Lane
Tavares, FL 32778

Mr. John D. Proctor
30920 Circle Drive
Tavares, FL 32778

Mr. William B. Purdy
11321 Davison Lane
Tavares, FL 32778

Mr. Mike Rice
31053 Cove Road
Tavares, FL 32778

Mr. Charles Riordan
31006 Cove Road
Tavares, FL 32778

Ms. Glenda Rogers
P. O. Box 290-612
Waterford, MI 48329

(11416 Dead River Road
Tavares, FL)

Mr. Robert L. Sams
30723 Cove Road
Tavares, FL 32778

Mr. Donald Shearer
30731 Cove Road
Tavares, FL 32778

Mr. James G. Shearwood
30649 George Drive
Tavares, FL 32778

Ms. Dorothy M. Shields
11341 Davison Lane
Tavares, FL 32778

Mr. Jerry Smith
30721 Glenn Drive
Tavares, FL 32778

Mr. Richard Sprague
31026 Cove Road
Tavares, FL 32778

Mr. Clyde Stephens
11314 Davison Lane
Tavares, FL 32778

Mr. William E. Stone
30830 Cove Road
Tavares, FL 32778

Mr. Dwain Stutz
11340 Dead River Road
Tavares, FL 32778

Ms. Mary Thomas
30715 Cove Road
Tavares, FL 32778

Mr. W. J. Thomas
1433 East Front Street
Dover, OH 44622

Mr. Charles A. Trambauer
30924 Circle Drive
Tavares, FL 32778

Mr. Henry VanCurler
11427 Palmetto Drive
Tavares, FL 32778

Mr. William Westland
30704 Cove Road
Tavares, FL 32778

Mr. John A. Whitten
31202 Cove Road
Tavares, FL 32778

Mr. Frank M. Willson
30643 Cove Road
Tavares, FL 32778 5189

Mr. William Wilson
30838 Cove Road
Tavares, FL 32778

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "G"
Proposed Net Book Value

The proposed net book value is \$13,800.00. This figure is based on the negotiated purchase price of the water system which is \$13,800.00.

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "H"
Acquisition Adjustment

There are no acquisitions adjustments requested.

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "I"

Books and Records of Seller

The books and records of the seller, Glenn's Cove Central Water System, are available for inspection by the Commission and should be adequate for purposes of establishing the net book value of the system. Establishing net book value of the system by the commission is unnecessary in this transfer because the parties agree on the value of the system and the transferee is an entity exempt from PSC oversight.

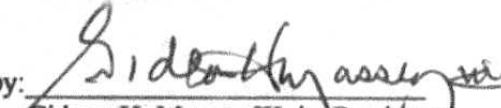
APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "J"

Buyers Statement Concerning Seller's Federal Income Tax Returns

Cove Water System, Inc. has obtained copies of all of the federal income tax returns of the seller from the date the rate base was last established by the Commission, December, 1993.

Cove Water System, Inc.

by: 
Gideon H. Massey III, its President

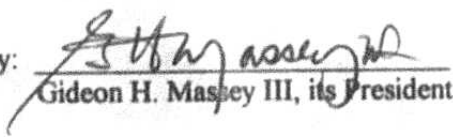
APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "K"
Statement of Investigation

Cove Water System, Inc. has undertaken to inspect the water system being transferred, and upon inspection and reasonable investigation, it appears the water system is in satisfactory condition and is in compliance with all applicable standards set by the Department of Environmental Protection.

Cove Water System, Inc.

by:


Gideon H. Massey III, its President

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "L"

Affidavit of Service of Notice of Application for Transfer
(Government Agencies)

COUNTY OF LAKE
STATE OF FLORIDA

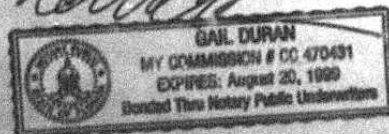
BEFORE ME, the undersigned authority, personally appeared, James C. McClendon II, who being duly sworn, deposes and says:

1. I am the treasurer of Cove Water System, Inc.
2. I mailed, by regular first class U.S. Mail, postage prepaid, a copy of the attached "Legal Notice" to each of the parties listed on the attached "List of Addressees" at the address listed therein on the 28th day of October, 1996.
3. Further you Affiant sayeth nought.


James C. McClendon II

Sworn to and subscribed before
me on October 28, 1996,
personally known to me.


Notary Public



LEGAL NOTICE

Notice is hereby given on October 10, 1996, pursuant to Section 367.045, Florida Statutes, of the application for transfer of Water Certificate No. 324-W from Glenn's Cove Central Water System to Cove Water System, Inc., providing service to the following described territory in Lake County, Florida:

Cove Road Estates at Township 19 South, Range 25 East, Section 25

From the Southeast corner of Section 25, Township 19 South, Range 25 East, Lake County Florida, run thence westerly along the South line of Section 25, a distance of 3243.90 feet, to a concrete monument on the East right-of-way of Cove Road, said concrete monument also being the most north-westerly corner of Lot 55 of Glenn's Cove First Addition, according to the plat thereof as recorded in Plat Book 17, Page 17 of the public records of Lake County, Florida, run thence North 00 degrees 12 minutes 10 seconds West along the East right-of-way of Cove Road 660.00 feet to the POINT OF BEGINNING of this description, from said point of beginning run South 88 degrees 55 minutes 10 seconds East parallel to the South line of Section 25, a distance of 131.21 feet to a point that is 98.70 feet West of the East line of Government Lot 5, run thence North 00 degrees 03 minutes 10 seconds West parallel to the East line of Government Lot 5, a distance of 805.50 feet to County Road District Number 3-4140 a distance of 83.85 feet, to the beginning of a curve concave southeasterly and having a radius of 40.54 feet, run thence westerly and southerly along said curve through a central angle of 121 degrees 10 minutes 00 seconds a distance of 85.73 feet to the end of said curve, run thence South 00 degrees 12 minutes 10 seconds East along the east right-of-way of Cove Road (County Road District Number 3-4138) 811.23 feet to the POINT OF BEGINNING.

Davison Manor at Township 19 South, Range 25 East, Section 25

A part of Government Lot 5, Lake County, Florida, bounded and described as follows: **Begin** at the Southeast corner of said Government Lot 5, run thence North along the East line of said Government Lot 5, a distance of 1320 feet to the North line of the South 1/2 of said Government Lot 5, thence North 89 degrees 30 seconds West along the said North line of the South 1/2 of Government Lot 5, 305.8 feet to the center line of the County Clay road for the POINT OF BEGINNING of the tract herein described. From said point of beginning run North 00 degrees 47 minutes West along the center line of said Clay Road, 146.81 feet, thence 89 degrees 13 minutes West, 610 feet more or less, to the shore at Lake Harris. **Begin** again at the POINT OF BEGINNING and run South 00 degrees 47 minutes East along the center line of said Clay road, 5.69 feet, thence South 89 degrees 13 minutes West, 597 feet, more or less, to the shore of Lake Harris, thence in a northerly direction along the shore of Lake Harris to intersect the first line of this description,

LESS, the right-of-way of the County Clay road over the East 15 feet of the above described tract of land. Subject to an easement described as established by agreement recorded in Deed Book 366, page 257 of the public records of Lake County, Florida.

Glenn's Cove at Township 19 South, Range 25 East, Section 36

Lots 1, 4, 5, 6, 7 and that part of Lot 2 in Glenn's Cove, a subdivision in Lake County, Florida, according to the plot thereof as recorded in Plat Book 14, Page 51 of the Public Records of Lake County, Florida, bounded and described as follows: Beginning at the Northwestern corner of said Lot 2, run South 14 degrees 20 minutes, East, along the westerly line of said Lot 2, a distance of 270 feet; thence North 75 degrees 40 minutes East, parallel to the Northerly line of said Lot 2, a distance of 106.50 feet to the East line of said Lot 2; thence North 00 degrees 20 degrees East, along the East line of said Lot 2, a distance of 279.09 feet to the Northeast corner of said Lot 2; thence South 75 degrees 49 minutes West along the Northerly line of said Lot 2 a distance of 177.25 feet to a POINT OF BEGINNING. LESS Beginning at the Southeast corner of said Lot 1, run North 00 degrees 20 minutes East, along the East line of said Lot 1, a distance of 147.92 feet, thence South 82 degrees 21 minutes West 28 feet more or less, to the waters of a canal; begin again at the POINT OF BEGINNING and run South 00 degrees 20 minutes West, along the East line of said Lot 2, a distance of 279.09 feet; thence South 75 degrees 40 minutes West 12 feet, more or less, to the waters of said canal; thence Northerly along and with the waters of said canal, to intersect the line herein above described.

A portion of Government Lot 3 in Lake County, Florida, bounded and described as follows: From the Northeast corner of said Section 36, run North 89 degrees 36 minutes 30 seconds West, along with the North line of said Section 36 2658.06 feet to the Northeast corner of Government Lot 3 and the POINT OF BEGINNING. Run thence North 89 degrees 45 minutes 30 seconds West, along the North line of said Government Lot 3, 418.67 feet; thence South 00 degrees 21 minutes 00 seconds West 525.0 feet; thence North 81 degrees 21 minutes 00 seconds East 45.0 feet; thence South 00 degrees 39 minutes 00 seconds East, 160.0 feet; thence South 81 degrees 21 minutes 00 seconds West, 185 feet, more or less, to the center of a canal; thence South 09 degrees 37 minutes 00 seconds, along the center line of said canal, 340 feet, more or less, to the center of a second canal; thence South 72 degrees 06 minutes 00 seconds West, along the center line of said second canal, 350 feet, more or less, to the water of Lake Harris; thence Southeasterly, Easterly and Southeasterly along and with the waters of said Lake Harris, to the East line of said Government Lot 3; thence North 00 degrees 20 minutes 00 seconds East, along the East line of said Government Lot 3, 2050 feet more of less to the POINT OF BEGINNING.

LESS and EXCEPT: A portion of Government Lot 3 in Lake County, Florida, bounded and described as follows: From the Northeast corner of said Section 36, run North 89 degrees 36 minutes 30 seconds West, along the North line of said Section 36, 2658.06 feet to the Northeast corner of Government Lot 3; thence North 84 degrees 46 minutes 30

seconds West, along the North line of said Government Lot 3, 418.67 feet; thence North 88 degrees 22 minutes 00 seconds West, along the North line of said Government Lot 3, 173.3 feet; thence South 00 degrees 21 minutes 00 seconds West 317.28 feet; thence South 02 degrees 30 minutes 50 seconds East 100.13 feet to the POINT OF BEGINNING. Run thence South 21 degrees 18 minutes 10 seconds East 107.67 feet; thence South 89 degrees 39 minutes 00 seconds East 200.0 feet; thence North 00 degrees 21 minutes 00 seconds East 100.0 feet; thence North 89 degrees 38 minutes 00 seconds West 244.87 feet to the POINT OF BEGINNING.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is Glenn's Cove Central Water System, 30932 Circle Drive, Tavares, Florida 32778.

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
09/27/1996-11/25/1996

UTILITY NAME

MANAGER

LAKE COUNTY

BRENDENWOOD WATER SYSTEM (WJ020)
P. O. BOX 294
GRAND ISLAND, FL 32735-0294

PALL E. DAY
(904) 357-9466

CENTURY ESTATES UTILITIES, INC. (WJ725)
325 SOUTH ORLANDO AVENUE
WINTER PARK, FL 32789-3660

JOSEPH LINARTAS
(407) 644-2804

GLENN'S COVE CENTRAL WATER SYSTEM (WJ087)
30932 CIRCLE DRIVE
TAVARES, FL 32778-4882

JOHN A. MITCHELL
(904) 343-5868

HAINES CREEK MOBILE HOMESITES WATER CO'S (WJ099)
34834 HAINES CREEK ROAD
LEESBURG, FL 34788-8632

BOB GRUND
(352) 742-0806

HARBOR HILLS UTILITIES, L.P. (WJ727)
6538 LAKE GRIFFIN ROAD
LADY LAKE, FL 32159-2900

R.S. HUTCHESON
(904) 753-7000

J. SWIDERSKI UTILITIES, INC. (W5543)
9800 U.S. HIGHWAY 441, SUITE 102
LEESBURG, FL 34788-3918

JOE SWIDERSKI
(352) 326-8981

JJ'S MOBILE HOMES, INC. (W5129)
1 DORA PINES AVENUE
MT. DORA, FL 32757-9739

JORDAN W. HYPES
(904) 383-7288

LAKE GROVES UTILITIES, INC. (W5641)
P. O. BOX 915605
LONGWOOD, FL 32791-5605

HAMPTON P. CONLEY
(407) 862-9688

LAKE UTILITY COMPANY (W5619)
25201 U.S. HIGHWAY 27
LEESBURG, FL 34748-9099

EARL THIELE
(904) 326-4170

LAKE UTILITY SERVICES, INC. (WJ663)
200 WEATHERSFIELD AVENUE
ALTA MONTE SPRINGS, FL 32714-4027

DON RASMUSSEN
(407) 839-1919

LAKE YALE UTILITY COMPANY (LAKE YALE CORPORATION D/B/A) (W5700)
37802-32 COUNTY ROAD 452
LEESBURG, FL 34788-8308

LEROY K. NEW
(904) 483-1377

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
09/27/1996-11/26/1996

UTILITY NAME

MANAGER

LAKE COUNTY (continued)

PENINSULA UTILITIES, INC. (WS677)
146 HORIZON COURT
LAKELAND, FL 33813-1742

FRANK H. HIAS
(941) 646-2904

PINE HARBOR WATER UTILITIES (WS675)
P. O. BOX 447
FRUITLAND PARK, FL 34731-0477

TIM C. FRANKHAM
(941) 787-2944

RAINTREE UTILITIES, INC. (WS653)
37731 STATE ROAD 19
LAKESIDE, FL 32784-9618

LEON MONN
(904) 387-3767

RAVENSWOOD WATER SYSTEM (THEODORE S. JANSEN, D/B/A) (WS200)
723 EAST MAIN STREET
LEESBURG, FL 34748-5317

THEODORE S. JANSEN
(904) 787-2265

ROUTE 19A NORTH JOINT VENTURE (CENTUR) REALTY FUNDS/HASELT (WS577)
P. O. BOX 5252
LAKELAND, FL 33807-5252

RAYMOND MOATS
(813) 647-1581

SHANGRI-LA BY THE LAKE UTILITIES, INC. (WS728)
100 SHANGRI-LA BLVD.
LEESBURG, FL 34788-2966

WILLIAM E. WERNER
(816) 887-8888

SOUTHERN STATES UTILITIES, INC. (WS227)
1000 COLOR PLACE
APOKA, FL 32703-7753

BRIAN P. ARMSTRONG
(407) 880-0058

SOUTHLAKE UTILITIES, INC. (WS638)
710 AVENIDA CUARTA, #204
CLERMONT, FL 34711-7568

ROBERT L. CHAPMAN, III
(904) 394-8888

W.B.B. UTILITIES, INC. (WS639)
4116 BAIR AVENUE
FRUITLAND PARK, FL 34731-9647

RICHARD E. BAIR
(904) 787-4347

WATER OAK UTILITIES CO., INC. (WS475)
31700 MIDDLEBELT, #145
FARMINGTON HILLS, MI 48334

LARRY ULLERY
(904) 753-3000

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
09/27/1996-11/25/1996

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, LAKE COUNTY
315 WEST MAIN STREET
TAVARES, FL 32778-3887

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

EAST CENTRAL FLORIDA PLANNING COUNCIL
1011 WIMORE ROAD, SUITE 105
WINTER PARK, FL 32789

MAYOR, CITY OF CLERMONT
P. O. BOX 219
CLERMONT, FL 32711

MAYOR, CITY OF ELUSTIS
P. O. DRAWER 68
ELUSTIS, FL 32727-0068

MAYOR, CITY OF FRUITLAND PARK
P. O. BOX 158
FRUITLAND PARK, FL 34731-0158

MAYOR, CITY OF GROVELAND
156 SOUTH LAKE AVENUE
GROVELAND, FL 34735-2597

MAYOR, CITY OF LEESBURG
P. O. BOX 630
LEESBURG, FL 32748

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
09/27/1996-11/25/1996

UTILITY NAME

MANAGER

MAYOR, CITY OF MASCOTTE
P. O. BOX 56
MASCOTTE, FL 34753-0056

MAYOR, CITY OF MINNECLA
P. O. BOX 678
MINNECLA, FL 34755-0678

MAYOR, CITY OF MOUNT DORA
P. O. BOX 176
MOUNT DORA, FL 32757-0176

MAYOR, CITY OF TAVARES
P. O. BOX 1068
TAVARES, FL 32778-1068

MAYOR, CITY OF UMATILLA
P. O. BOX 2286
UMATILLA, FL 32784-2286

MAYOR, TOWN OF ASTATULA
P. O. BOX 609
ASTATULA, FL 34705-0609

MAYOR, TOWN OF HOWEY-IN-THE-HILLS
P. O. BOX 67
HOWEY-IN-THE-HILLS, FL 34737-0067

MAYOR, TOWN OF LADY LAKE
225 WEST GUAVA STREET
LADY LAKE, FL 32159-3735

MAYOR, TOWN OF MONTVERDE
P. O. BOX 560008
MONTVERDE, FL 34729-0008

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
09/27/1996-11/26/1996

UTILITY NAME

MANAGER

ST. JOHNS RIVER WTR MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0860

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "M"

Affidavit of Service of Notice of Application for Transfer
(Customers)


COUNTY OF LAKE
STATE OF FLORIDA

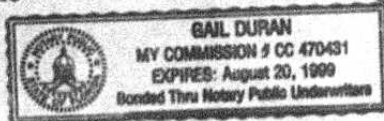
BEFORE ME, the undersigned authority, personally appeared, James C. McClendon II, who being duly sworn, deposes and says:

1. I am the treasurer of Cove Water System, Inc.
2. I mailed, by regular first class U.S. Mail, postage prepaid, a copy of the attached "Legal Notice" to each of the parties listed on the attached "List of Addressees" at the address listed therein on the 28th day of October, 1996.
3. Further you Affiant sayeth nought.


James C. McClendon II

Sworn to and subscribed before
me on October 28, 1996,
personally known to me.


Notary Public



LEGAL NOTICE

Notice is hereby given on October 10, 1996, pursuant to Section 367.045, Florida Statutes, of the application for transfer of Water Certificate No. 324-W from Glenn's Cove Central Water System to Cove Water System, Inc., providing service to the following described territory in Lake County, Florida:

Cove Road Estates at Township 19 South, Range 25 East, Section 25

From the Southeast corner of Section 25, Township 19 South, Range 25 East, Lake County Florida, run thence westerly along the South line of Section 25, a distance of 3243.90 feet, to a concrete monument on the East right-of-way of Cove Road, said concrete monument also being the most north-westerly corner of Lot 55 of Glenn's Cove First Addition, according to the plat thereof as recorded in Plat Book 17, Page 17 of the public records of Lake County, Florida, run thence North 00 degrees 12 minutes 10 seconds West along the East right-of-way of Cove Road 660.00 feet to the POINT OF BEGINNING of this description, from said point of beginning run South 88 degrees 55 minutes 10 seconds East parallel to the South line of Section 25, a distance of 131.21 feet to a point that is 98.70 feet West of the East line of Government Lot 5, run thence North 00 degrees 03 minutes 10 seconds West parallel to the East line of Government Lot 5, a distance of 805.50 feet to County Road District Number 3-4140 a distance of 83.85 feet, to the beginning of a curve concave southeasterly and having a radius of 40.54 feet, run thence westerly and southerly along said curve through a central angle of 121 degrees 10 minutes 00 seconds a distance of 85.73 feet to the end of said curve, run thence South 00 degrees 12 minutes 10 seconds East along the east right-of-way of Cove Road (County Road District Number 3-4138) 811.23 feet to the POINT OF BEGINNING.

Davison Manor at Township 19 South, Range 25 East, Section 25

A part of Government Lot 5, Lake Country, Florida, bounded and described as follows: Begin at the Southeast corner of said Government Lot 5, run thence North along the East line of said Government Lot 5, a distance of 1320 feet to the North line of the South 1/2 of said Government Lot 5, thence North 89 degrees 30 seconds West along the said North line of the South 1/2 of Government Lot 5, 305.8 feet to the center line of the County Clay road for the POINT OF BEGINNING of the tract herein described. From said point of beginning run North 00 degrees 47 minutes West along the center line of said Clay Road, 146.81 feet, thence 89 degrees 13 minutes West, 610 feet more or less, to the shore at Lake Harris. Begin again at the POINT OF BEGINNING and run South 00 degrees 47 minutes East along the center line of said Clay road, 5.69 feet, thence South 89 degrees 13 minutes West, 597 feet, more or less, to the shore of Lake Harris, thence in a northerly direction along the shore of Lake Harris to intersect the first line of this description,

LESS, the right-of-way of the County Clay road over the East 15 feet of the above described tract of land. Subject to an easement described as established by agreement recorded in Deed Book 366, page 257 of the public records of Lake County, Florida.

Glenn's Cove at Township 19 South, Range 25 East, Section 36

Lots 1, 4, 5, 6, 7 and that part of Lot 2 in Glenn's Cove a subdivision in Lake County, Florida, according to the plot thereof as recorded in Plat Book 14, Page 51 of the Public Records of Lake County, Florida, bounded and described as follows: Beginning at the Northwestern corner of said Lot 2, run South 14 degrees 20 minutes, East, along the westerly line of said Lot 2, a distance of 270 feet; thence North 75 degrees 40 minutes East, parallel to the Northerly line of said Lot 2, a distance of 106.50 feet to the East line of said Lot 2; thence North 00 degrees 20 degrees East, along the East line of said Lot 2, a distance of 279.09 feet to the Northeast corner of said Lot 2; thence South 75 degrees 49 minutes West along the Northerly line of said Lot 2 a distance of 177.25 feet to a POINT OF BEGINNING, LESS Beginning at the Southeast corner of said Lot 1, run North 00 degrees 20 minutes East, along the East line of said Lot 1, a distance of 147.92 feet, thence South 82 degrees 21 minutes West 28 feet more or less, to the waters of a canal; begin again at the POINT OF BEGINNING and run South 00 degrees 20 minutes West, along the East line of said Lot 2, a distance of 279.09 feet; thence South 75 degrees 40 minutes West 12 feet, more or less, to the waters of said canal; thence Northerly along and with the waters of said canal, to intersect the line herein above described.

A portion of Government Lot 3 in Lake County, Florida, bounded and described as follows: From the Northeast corner of said Section 36, run North 89 degrees 36 minutes 30 seconds West, along with the North line of said Section 36 2658.06 feet to the Northeast corner of Government Lot 3 and the POINT OF BEGINNING. Run thence North 89 degrees 45 minutes 30 seconds West, along the North line of said Government Lot 3, 418.67 feet; thence South 00 degrees 21 minutes 00 seconds West 525.0 feet; thence North 81 degrees 21 minutes 00 seconds East 45.0 feet; thence South 00 degrees 39 minutes 00 seconds East, 160.0 feet; thence South 81 degrees 21 minutes 00 seconds West, 185 feet, more or less, to the center of a canal; thence South 09 degrees 37 minutes 00 seconds, along the center line of said canal, 340 feet, more or less, to the center of a second canal; thence South 72 degrees 06 minutes 00 seconds West, along the center line of said second canal, 350 feet, more or less, to the water of Lake Harris; thence Southeasterly, Easterly and Southeasterly along and with the waters of said Lake Harris, to the East line of said Government Lot 3; thence North 00 degrees 20 minutes 00 seconds East, along the East line of said Government Lot 3, 2050 feet more or less to the POINT OF BEGINNING.

LESS and EXCEPT: A portion of Government Lot 3 in Lake County, Florida, bounded and described as follows: From the Northeast corner of said Section 36, run North 89 degrees 36 minutes 30 seconds West, along the North line of said Section 36, 2658.06 feet to the Northeast corner of Government Lot 3; thence North 84 degrees 46 minutes 30

seconds West, along the North line of said Government Lot 3, 418.67 feet; thence North 88 degrees 22 minutes 00 seconds West, along the North line of said Government Lot 3, 173.3 feet; thence South 00 degrees 21 minutes 00 seconds West 317.28 feet; thence South 02 degrees 30 minutes 50 seconds East 100.13 feet to the POINT OF BEGINNING. Run thence South 21 degrees 18 minutes 10 seconds East 107.67 feet; thence South 89 degrees 39 minutes 00 seconds East 200.0 feet; thence North 00 degrees 21 minutes 00 seconds East 100.0 feet; thence North 89 degrees 38 minutes 00 seconds West 244.87 feet to the POINT OF BEGINNING.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is Glenn's Cove Central Water System, 30932 Circle Drive, Tavares, Florida 32778.

CURRENT LIST - WATER USERS ----- GLENN'S COVE WATER SYSTEM

SEPTEMBER 1996

Mr. Blaine Arledge
31051 Cove Road
Tavares, FL 32778

Ms. Margaret E. Belew
11348 Dead River Road
Tavares, FL 32778

Mr. Edward R. Brewster
11333 Davison Lane
Tavares, FL 32778

Ms. Helen Briegel
11334 Davison Lane
Tavares, FL 32778

Mr. Bruce Brommeland
11426 Palmetto Drive
Tavares, FL 32778

Mr. Bernard Burgman
11415 Palmetto Drive
Tavares, FL 32778

Mr. Mannie Carter
31018 Cove Road
Tavares, FL 32778

Mr. David E. Charles
30820 Glenn Drive
Tavares, FL 32778

Mr. Lewis Clark
30701 Glenn Drive
Tavares, FL 32778

Mr. Bobby K. Cook
31215 Cove Road
Tavares, FL 32778

Mr. Howard J. Correll
30900 Circle Drive
Tavares, FL 32778

Ms. Emily Davis
30813 Glenn Drive
Tavares, FL 32778

Deihl's Realty
R.R. 4, Box 318
Bloomsburg, PA 17815

(30926 Cove Road
Tavares, FL)

Ms. Deborah Dever
35445 Haines Creek Road
Leesburg, FL 34788

(30818 Glenn Drive
Tavares, FL)

Mr. Fred W. Dunn
30722 Cove Road
Tavares, FL 32778

Ms. Florence M. Edwards
30814 Glenn Drive
Tavares, FL 32778

Mr. Donald Felter
11344 Davison Lane
Tavares, FL 32778

Mr. Paul E. Flick
1004 Iron Street
Bloomsburg, PA 17815

(30740 Cove Road
Tavares, FL)

Mr. Patrick Fullenwider
30831 Cove Road
Tavares, FL 32778

Mr. Philip Haskins
30940 Cove Road
Tavares, FL 32778

Mr. Kurt D. Hoag
31226 Cove Road
Tavares, FL 32778

Mr. John A. Hoban
415 Westchester Road
Colchester, CT 06415

(30731 Glenn Drive
Tavares, FL)

Ms. Alberta Jay
12906 Inglewood Street
Moorpark, CA 93021

(11313 Davison Lane
Tavares, FL)

Mr. Edward C. Joyner
30640 Cove Road
Tavares, FL 32778

Mr. Joseph Margio
11401 Davison Lane
Tavares, FL 32778

(31214 Cove Road
Tavares, FL)

Mr. G. H. Massey
31142 Cove Road
Tavares, FL 32778

Mr. James McClendon
30741 Glenn Drive
Tavares, FL 32778

Mr. C. H. Messer
30732 Cove Road
Tavares, FL 32778

Mr. John A. Mitchell
30932 Circle Drive
Tavares, FL 32778

Mr. Joel Murray
751 Noble Oak Drive
Marietta, GA 30068

(31214 Cove Road
Tavares, FL)

Ms. Meredythe L. Nansen
31221 Cove Road
Tavares, FL 32778

Mr. Wesley Owens
30914 Circle Drive
Tavares, FL 32778

Mr. Frank Perry
30739 Cove Road
Tavares, FL 32778

Mr. Linville Perez
31035 Cove Road
Tavares, FL 32778

Mr. Lowell E. Poling
11349 Davison Lane
Tavares, FL 32778

Mr. John D. Proctor
30920 Circle Drive
Tavares, FL 32778

Mr. William B. Purdy
11321 Davison Lane
Tavares, FL 32778

Mr. Mike Rice
31053 Cove Road
Tavares, FL 32778

Mr. Charles Riordan
31006 Cove Road
Tavares, FL 32778

Ms. Glenda Rogers
P. O. Box 290-612
Waterford, MI 48329

(11416 Dead River Road
Tavares, FL)

Mr. Robert L. Sams
30723 Cove Road
Tavares, FL 32778

Mr. Donald Shearer
30731 Cove Road
Tavares, FL 32778

Mr. James G. Sherwood
30649 George Drive
Tavares, FL 32778

Ms. Dorothy M. Shields
11341 Davison Lane
Tavares, FL 32778

Mr. Jerry Smith
30721 Glenn Drive
Tavares, FL 32778

Mr. Richard Sprague
31026 Cove Road
Tavares, FL 32778

Mr. Clyde Stephens
11314 Davison Lane
Tavares, FL 32778

Mr. William E. Stone
30830 Cove Road
Tavares, FL 32778

Mr. Dwain Stutz
11340 Dead River Road
Tavares, FL 32778

Ms. Mary Thomas
30715 Cove Road
Tavares, FL 32778

Mr. W. J. Thomas
1433 East Front Street
Dover, OH 44622

Mr. Charles A. Trambauer
30924 Circle Drive
Tavares, FL 32778

Mr. Henry VanCurler
11427 Palmetto Drive
Tavares, FL 32778

Mr. William Westland
30704 Cove Road
Tavares, FL 32778

Mr. John A. Whitten
31202 Cove Road
Tavares, FL 32778

Mr. Frank M. Willson
30643 Cove Road
Tavares, FL 32778 5189

Mr. William Wilson
30838 Cove Road
Tavares, FL 32778

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "N"

Affidavit of Publication of Notice of Application for Transfer


COUNTY OF SEMINOLE
STATE OF FLORIDA

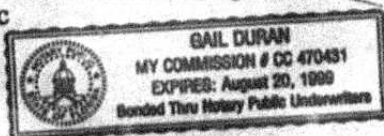
BEFORE ME, the undersigned authority, personally appeared, James C. McClendon II, who being duly sworn, deposes and says:

1. I am the treasurer of Cove Water System, Inc.
2. I caused to be published, a copy of the attached "Legal Notice" in the Daily Commercial, a newspaper of general circulation in Lake County, Florida, on Firday November 1, 1996. Proof of Publication is attached hereto.
3. Further your Affiant sayeth nought.


James C. McClendon II

Sworn to and subscribed before
me on November 5, 1996,
personally known to me.


Notary Public



Case No. _____

STATE OF FLORIDA
COUNTY OF LAKE

Before the undersigned authority personally appeared Jim Perry, who on oath says that he is Publisher of The Daily Commercial, a daily newspaper published at Leesburg in Lake County, Florida, that the attached copy of advertisement, being

Legal ad # ATCH00100

in the matter of *Notice of Application*

in the _____ Court,

was published in said newspaper in the issues of _____

NOV 1, 1996

Affiant further says that the said Daily Commercial is a newspaper published in said Leesburg, in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each day and has been entered as second class matter at the post office in Leesburg in said Lake County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Signed *Jim Perry*
Jim Perry, Publisher

Sworn to and subscribed before me this *4th* day of

November, 1996, by Jim Perry, Publisher, who is personally known to me.

(Seal) *Elizabeth K Newberry*
Elizabeth K. Newberry, Notary Public



ELIZABETH K NEWBERRY
My Commission CC300888
Expires Aug. 28, 1998

Attach Notice H

NOTICE OF APPLICATION
FOR A TRANSFER
OF WATER
CERTIFICATE

Notice is hereby given on October 10, 1996, pursuant to Section 367.045, Florida Statutes, of the application for transfer of Water Certificate No. 324-W from Glenn's Cove Central Water System to Cove Water System, Inc., providing service to the following described territory in Lake County, Florida: COVE ROAD ESTATES at Township 19 South, Range 25 East, Section 25. From the Southeast corner of Section 25, Township 19 South, Range 25 East, Lake County Florida, run thence westerly along the South line of Section 25, a distance of 2242.90 feet, to a concrete monument on the East right-of-way of Cove Road, said concrete monument also being the most north-westerly corner of Lot 2 of Glenn's Cove First Addition, according to the plat thereof as recorded in Plat Book 17, Page 17 of the public records of Lake County, Florida, run thence North 89 degrees 12 minutes 10 seconds West along the East right-of-way of Cove Road 460.00 feet to the POINT OF BEGINNING of this description, from said point of beginning run South 89 degrees 55 minutes 10 seconds East parallel to the South line of Section 25, a distance of 131.21 feet to a point that is 19.70 feet West of the East line of Government Lot 5, run thence North 00 degrees 00

minutes 10 seconds East along the east right-of-way of Cove Road (County Road District Number 3-4122) 811.33 feet to the POINT OF BEGINNING. DAVISON MANOR at Township 19 South, Range 25 East, Section 25. A part of Government Lot 5, Lake County, Florida, bounded and described as follows: Begin at the Southeast corner of said Government Lot 5, run thence North along the East line of said Government Lot 5, a distance of 1330 feet to the North 1/2 of the South 1/2 of said Government Lot 5, thence North 45 degrees 30 seconds West along the said North line of the South 1/2 of Government Lot 5, 305.8 feet to the center line of the County Clay road for the POINT OF BEGINNING of the tract herein described. From said point of beginning run North 00 degrees 47 minutes West along the center line of said Clay Road, 146.81 feet, thence 89 degrees 13 minutes West, 610 feet more or less, to the shore of Lake Harris. Begin again at the POINT OF BEGINNING and run South 00 degrees 47 minutes East along the center line of said Clay road, 5.89 feet, thence South 89 degrees 13 minutes West, 377 feet, more or less, to the shore of Lake Harris. thence in a northerly direction along the shore of Lake Harris to intersect the first line of this description. LESS, the right-of-way of the County Clay road over the East 75 feet of the above described tract of land. Subject to an easement described as established by agreement recorded in Deed Book 356, page 257 of the public records of Lake County, Florida. GLENN'S COVE at Township 19 South, Range 25 East, Section 25. Lots 1, 4, 5, 6, 7 and that part of Lot 2 in Glenn's Cove, a subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book 14, Page 31 of the Public Records of Lake County, Florida, bounded and described as follows: Beginning at the Northwest corner of said Lot 2, run South 14 degrees 30 minutes, East, along the westerly line of said Lot 2, a distance of 570 feet; thence North 73 degrees 40 minutes East, parallel to the Northerly line of said Lot 2, a distance of 168.00 feet to the East line of said Lot 2; thence North 00 degrees 20 minutes East, along the East line of said Lot 2, a

distance of 279.09 feet; thence South 75 degrees 40 minutes West 12 feet, more or less, to the waters of said canal; thence Northerly along and with the waters of said canal, to intersect the line herein above described. A portion of Government Lot 3 in Lake County, Florida, bounded and described as follows: From the Northeast corner of said Section 26, run North 89 degrees 36 minutes 30 seconds West, along with the North line of said Section 26, 2639.00 feet to the Northeast corner of Government Lot 3 and the POINT OF BEGINNING. Run thence North 89 degrees 45 minutes 30 seconds West, along the North line of said Government Lot 3, 418.67 feet; thence South 00 degrees 21 minutes 00 seconds West 325.0 feet; thence North 31 degrees 21 minutes 00 seconds East 45.0 feet; thence South 00 degrees 29 minutes 00 seconds East, 160.0 feet; thence South 14 degrees 21 minutes 00 seconds West, 185 feet, more or less, to the center of a second canal; thence South 37 degrees 00 seconds, along the center line of said canal, 340 feet, more or less, to the center of a second canal; thence South 72 degrees 06 minutes 00 seconds West, along the center line of said second canal, 350 feet, more or less, to the water of Lake Harris, thence South-easterly, Easterly, and South-easterly along and with the waters of said Lake Harris, to the East line of said Government Lot 3, thence North 00 degrees 20 minutes 00 seconds East, along the East line of said Government Lot 3, 2970 feet more or less to the POINT OF BEGINNING. LESS AND EXCEPT: a portion of Government Lot 3 in Lake County, Florida, bounded and described as follows: From the Northeast corner of said Section 26, run North 89 degrees 36 minutes 30 seconds West, along the North line of said Section 26, 2639.00 feet to the Northeast corner of Government Lot 3; thence North 84 degrees 44 minutes 30 seconds West, along the North line of said Government Lot 3, 418.67 feet; thence North 30 degrees 22 minutes 00 seconds West, along the North line of said Government Lot 3, 172.3 feet; thence

gress 15 minutes 10 seconds East 107.47 feet; thence South 89 degrees 39 minutes 00 seconds East 200.0 feet; thence North 00 degrees 21 minutes 00 seconds East 100.0 feet; thence North 89 degrees 39 minutes 00 seconds West 244.87 feet to the POINT OF BEGINNING.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is Glenn's Cove Central Water System, 30932 Circle Drive, Tavares, Florida 32778.
No. ATCH00100
November 1, 1994

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "0"
Evidencence of Real Estate Ownership

Attached hereto, please find a copy of a Warranty Deed evidencing ownership of the land where the well, pump, tank and treatment facility are located.

This Warranty Deed Made the 30th day of June A. D. 1977, by

Rec 007
St 111
Sur 287
Coll

BENNIE E. SCHNEPPER and wife, MARIE SCHNEPPER, and
ED ENGELHARDT and wife, ELSIE J. ENGELHARDT
hereinafter called the grantor, to
ELMER C. BELEW and wife, MARGARET E. BELEW, and
JOHN A. MITCHELL and wife, SHARON L. MITCHELL

whose post office address is Route 2, Box 231-F, Tavares, Florida 32778 ✓
hereinafter called the grantees :

(Whoever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lake County, Florida, viz:

From the Southwest corner of Lot 41, First Addition to Glenn's Cove, according to the Plat thereof recorded in Plat Book 17, page 17, Public Records of Lake County, Florida, run Northerly along the Westerly line of said lot a distance of 100 feet to a corner of said lot, thence North 75°40' East along a Northerly line of said lot a distance of 90 feet to a corner of said lot and the point of beginning; run thence Northerly along the Easterly line of a street designated on said plat as East Court a distance of 25 feet to the most Northerly line of said lot, thence North 75°40' East along the most Northerly line of said lot to the waters of a canal, thence Southerly along and with the waters of said canal to a point that is North 75°40' East of the point of beginning, thence South 75°40' West to the point of beginning.

Also, that part of Lot 42, First Addition to Glenn's Cove, according the the Plat thereof recorded in Plat Book 17, page 17, Public Records of Lake County, Florida, lying South of a line bearing North 75°40' East extending from the Southeast corner of Lot 43 to the waters of a canal shown on said plat.

The above parcels being the Water System Parcel as referred to in Official Record Book 289, page 391, Public Records of Lake County, Florida.

SUBJECT to restrictions of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1976

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Holly C. Maston
Foula Kubicki

Bennie E. Schnepfer (LS)
Marie Schnepfer (LS)
Ed Engelhardt (LS)
Elsie J. Engelhardt (LS)

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

BENNIE E. SCHNEPPER and wife, MARIE SCHNEPPER, and
ED ENGELHARDT and wife, ELSIE J. ENGELHARDT

to me known to be the persons described in and who executed the foregoing instruments and, they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of June, A. D. 1977.



Holly C. Maston
NOTARY PUBLIC
My Commission Expires: My Commission Expires Jan. 13, 1981.

Jul 1 4 30 PM '77

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "P"
Sample Tariff Sheets

The purchaser, Cove Water System, Inc. is a non-profit corporation owned by the homeowners who receive their water from the Glenn's Cove Central Water System. As such, the purchaser exempt from PSC oversight and therefor Tariffs are not applicable in this transfer application.

APPLICATION FOR TRANSFER OF
GLENN'S COVE CENTRAL WATER SYSTEM
Water Certificate No. 324-W

EXHIBIT "Q"
Current Certificate

Attached hereto, please find a copy of the current certificate held by Glenn's Cove Central Water System. The original certificate is with the Public Service Commission as it was submitted pending a prior attempted transfer to the City of Tavares. While the transfer to the City of Tavares was never completed, the original certificate was never returned.



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

324-W

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

GLENN'S COVE CENTRAL WATER SYSTEM

Whose principal address is

57 Circle Drive

Tavares, Florida 32778 (Lake County)

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 8956 DATED 7/16/79 DOCKET 780873-W

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

William B. DeWilly

Commission Clerk

Robert J. Mann

Chairman

