

UTILITIES, INC.

2335 Sanders Road
Northbrook, Illinois 60062-6196
Telephone 847 498-6440
Facsimile 847 498-2066

ORIGINAL

DEPOSIT DATE
D 6 1 8 SEP 19 1997

September 18, 1997

971220-MS

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

RE: **Application for Transfer of Certificate Nos. 592-W and 509-S from Cypress Lakes Associates, Ltd. to Cypress Lakes Utilities, Inc. in Polk County Florida.**

Dear Ms. Bayo:

Enclosed for filing are an original and 12 copies of an Application for Transfer of Certificate Nos. 592-W and 509-S. Two additional copies of the tariffs are also included.

Please note that the proposed tariffs include a provision to cap the monthly sewer charge for residential customers at 8,000 gallons per month. This cap is not presently in effect. The Company also proposes to allow the use of metered irrigation accounts using Rate Schedule GS (see water tariff, Original Sheet 18.0).

Additionally, please be advised that Utilities, Inc. has been operating the Cypress Lakes system on a contract basis since approximately April 1997. This arrangement will continue until the conclusion of the transfer proceeding.

If you have any questions, please contact me directly.

Respectfully submitted,

Carl J. Wenz

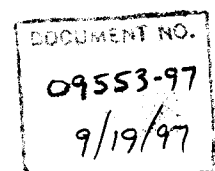
Carl J. Wenz
Vice President, Regulatory Matters

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:

AJ

cc: Mr. Ben Girtman



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

Mr. Carl J. Wenz Utilities, Inc. 2335 Sanders Road Northbrook, IL 60062 (708) 498-6440	and	Mr. Ben E. Girtman Attorney at Law 1020 East Lafayette Tallahassee, FL 32301 (904) 656-3232
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**D) Indicate the organizational character of the transferee:
(Circle one)**

Corporation Partnership Sole Proprietorship

Other _____
(specify)

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

Cypress Lakes Utilities, Inc. will be incorporated in the State of Florida. It will be a wholly-owned subsidiary of Utilities, Inc., an Illinois Corporation. A copy of the Articles of Incorporation will be filed when they are received.

F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors.

Cypress Lakes Utilities, Inc. is a wholly-owned subsidiary of Utilities, Inc. The officers and directors of Utilities, Inc. are as follows:

<u>Name</u>	<u>Office</u>	<u>Directors</u>
James L. Camaren	Chairman & C.E.O	Harrington Bischof
Lawrence N. Schumacher	President	James L. Camaren
David H. Demaree	Senior V. P	Jon R. Lind
Andrew N. Dopuch	Vice President	Daniel C. Searle
Carl J. Wenz	Vice President, Regulatory Matters	Robert K. Wolfe

The address of Utilities, Inc. and its officers and directors is 2335 Sanders Road, Northbrook, IL 60062. The officers and directors of Cypress Lakes Utilities, Inc. will be chosen from the above group of officers and directors.

G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization.

N/A.

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit _____ - 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.**

This transfer is in the public interest. Utilities, Inc. (UI) has approximately 31 years of experience in the water and wastewater utility industry. UI was formed in 1965 with the objective of acquiring small water and sewer companies. By centralizing the management, accounting, billing and data processing functions, these companies can achieve economies of scale that would be unattainable on a stand-alone basis. These companies are typically troubled and undercapitalized. They are primarily developer owned and with little experience in operating utilities. At the present time, UI provides safe and reliable water and sewer service to approximately 165,000 customers in 15 states. A list of Utilities, Inc.'s Florida subsidiaries is shown on Exhibit A. UI focuses solely on the ownership and operation of small utility systems and has vast experience improving and operating facilities. In addition, UI has both the regulatory experience and financial wherewithal to ensure consistent compliance with environmental regulations. UI's experience in operating water and sewer utilities will provide depth to Cypress Lakes Utilities, Inc. on both a day-to-day basis as well as during emergencies. UI has operated other water and wastewater utilities in Florida under the regulation of the Florida Public Service Commission since 1976. UI's existing Florida subsidiaries are in good standing with the Commission. For these reasons, the public interest would be best served by the proposed transfer of ownership.

- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.**

Please see Exhibit A for a list of Utilities, Inc. subsidiaries.

- C) Exhibit B - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:**

- 1) Purchase price and terms of payment;**
- 2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.**
- 3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.**

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

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

Please see Exhibit B for a copy of the water and sewer asset purchase agreement.

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

None.

- E) **Exhibit _____ - A statement of how the transferee is financing the purchase.**

The purchase of the assets of Cypress Lakes Utilities, Inc. is a cash transaction. There are, therefore, no entities which have provided or will provide funding to the Transferee in connection with this transfer.

- F) **Exhibit _____ - 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.**

The purchase of the assets of Cypress Lakes Utilities, Inc. is a cash transaction. There are, therefore, no entities which have provided or will provide funding to the Transferee in connection with this transfer.

- G) **Exhibit _____ - The proposed net book value of the systems 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. _____ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.**

Net Book Value as of 12/31/95 was approximately \$863,372.

- H) **Exhibit _____ - 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.)**

No acquisition adjustment is sought by the Transferee.

- I) **The full name, address and telephone number of the person who has possession of the books and records of the seller:**

Mr. Steve Sembler
11300 4th Street North, Suite 200
St. Petersburg, Florida 33716

- J) **Exhibit _____ - 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.**

The books and records have been requested to be provided at the time of the closing. Pursuant to the attached purchase agreement, the closing will take place within 10 days following Commission approval. At that time, the Transferee will file, as a late filed exhibit, a statement as to whether or not it has received the books and records from the seller. However, the books and records will be available to the Commission Staff during this proceeding.

- K) **Exhibit _____ - 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 been obtained, a statement from the buyer detailing the steps taken to obtain the returns.**

The tax returns have been requested to be provided at the time of the closing. At that time, the Transferee will file, as a late filed exhibit, a statement as to whether or not it has received the tax returns from the seller, and if received, that they will be made available for review by the Commission.

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

This will be provided as a late filed exhibit once the notices have been sent.

- B) Exhibit _____ - 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.**

This will be provided as a late filed exhibit once the notices have been sent.

- C) Exhibit _____ - 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.**

This will be provided as a late filed exhibit once the notices have been published.

PART IV FILING FEE

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

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

- 1) For application in which the utility to be transferred has the capacity to serve up 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 application 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 application 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 D - 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.**

The attached deed covers the entire Cypress Lakes development. Prior to closing the transaction, the seller will provide deeds to the specific parcels where utility facilities are located.

- B) **Exhibit E - 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.**

The Transferee requests authority to collect the existing water and sewer rates and charges currently authorized. The only modification to the currently approved sewer tariff is to reflect a cap on sewer charges at 8,000 gallons per month, per dwelling unit.

- C) **Exhibit F The utility's current certificate (s) or, if not available, an explanation of the steps the applicant took to obtain the certificate (s).**

Attached are Certificates 592-W and 509-S.

PART VI AFFIDAVIT

I CARL J. WENZ (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.



Carl J. Wenz
(Applicant)

BY: Carl J. Wenz, Vice President
Name and Title*

Subscribed and sworn to before me this 19th day
of September 1997.

Joyce Ann Twargo
Notary Public

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

Cypress Lakes Utilities, Inc.

Application for Transfer of Certificate Nos. 592-W and 509-S from Cypress Lakes
Associates, Ltd. in Polk County Florida.

EXHIBIT A

List of Utilities, Inc. Subsidiaries

See Application, page 3, Part II. A & B.

UTILITIES, INC.

List of Affiliates - All 100% Wholly-Owned Subsidiaries

		Certificate #	
		Water	Sewer
FLORIDA:			
MID-COUNTY SERVICES, INC.	S		81
LAKE UTILITY SERVICES, INC.	W	496	
UTILITIES, INC. OF FLORIDA	W&S	410,040, 107, 204, 278	305, 229, 225
MILES GRANT WATER & SEWER COMPANY	W&S	352	308
TIERRA VERDE UTILITIES, INC.	S		58
LAKE PLACID UTILITIES, INC.	W&S	414	347
ALAFAYA UTILITIES, INC.	S		379
WEDGEFIELD UTILITIES, INC.	W&S	404	341
PEBBLE CREEK UTILITIES, INC.	W&S	n/a-Hillsborough County	
EASTLAKE WATER SERVICE CORP.	W&S	n/a-Hillsborough County	
ILLINOIS:			
APPLE CANYON UTILITY COMPANY	W		
CAMELOT UTILITIES, INC.	W&S		
CHARMAR WATER COMPANY	W		
CHERRY HILL WATER COMPANY	W		
CLARENDON WATER COMPANY	W		
COUNTY LINE WATER COMPANY	W		
DEL MAR WATER CO.	W		
PERSON CREEK UTILITIES COMPANY	W&S		
GALENA TERRITORY UTILITIES, INC.	W&S		
KILLARNEY WATER CO.	W		
LAKE HOLIDAY UTILITIES CORP.	W		
LAKE WILDWOOD UTILITIES CORP.	W		
VALENTINE WATER SERVICE, INC.	W		
WHISPERING HILLS WATER COMPANY	W		
MEDINA UTILITIES CORPORATION	S		
CEDAR BLUFF UTILITIES, INC.	S		
HARBOR RIDGE UTILITIES, INC.	W&S		
GREAT NORTHERN UTILITIES, INC.	W		
NORTHERN HILLS WATER AND SEWER CO.	W&S		
ILLINOIS CORPORATE TRAVEL, INC.			
WATER SERVICE CORP.			
LOUISIANA:			
LOUISIANA WATER SERVICE, INC.	W&S		
UTILITIES INC. OF LOUISIANA			
MARYLAND:			
UTILITIES, INC. OF MARYLAND	W&S		
GREENRIDGE UTILITIES, INC.	W		
MARYLAND WATER SERVICE INC.	W&S		
PROVINCES UTILITIES, INC.	W		
VIRGINIA:			
COLCHESTER PUBLIC SERVICE CORP.	S		
MASSANUTTEN PUBLIC SERV. CORP.	W&S		
OHIO:			
HOLIDAY SERVICE CORP.	W		
GEORGIA:			
SKIDAWAY ISLAND UTILITIES, INC.	W&S		
INDIANA:			
TWIN LAKES UTILITIES, INC.	W&S		
MISSISSIPPI:			
CHARLESTON UTILITIES, INC.	W&S		
SOUTH CAROLINA:			
CAROLINA WATER SERVICE, INC.	W&S		
SOUTHLAND UTILITIES, INC.	W		
UNITED UTILITY COMPANIES, INC.	W&S		
SOUTH CAROLINA UTILITIES, INC.	S		
TEGA CAY WATER SERVICE, INC.	W&S		
BIO-TECH, INC.			
NORTH CAROLINA:			
CAROLINA WATER SERVICE INC. OF N.C.	W&S		
CWS SYSTEMS, INC.	W&S		
WATAUGA VISTA WATER CORPORATION	W		
CAROLINA TRACE UTILITIES, INC.	W&S		
CONNESTEE FALLS UTILITIES, INC.	W&S		
TENNESSEE:			
TENNESSEE WATER SERVICE, INC.	W		
PENNSYLVANIA:			
UTILITIES, INC. OF PENNSYLVANIA	S		
PENN ESTATES UTILITIES, INC.	W&S		
NEVADA:			
SPRING CREEK UTILITIES COMPANY	W&S		
NEW JERSEY:			
MONTAGUE WATER COMPANY	W		
MONTAGUE SEWER COMPANY	S		

Cypress Lakes Utilities, Inc.

Application for Transfer of Certificate Nos. 592-W and 509-S from Cypress Lakes Associates, Ltd. in Polk County Florida.

EXHIBIT B

Purchase Agreement

See Application, page 3, Part II. C.

Cypress Lakes Utilities, Inc.

Application for Transfer of Certificate Nos. 592-W and 509-S from Cypress Lakes Associates, Ltd. in Polk County Florida.

EXHIBIT E

Sample Tariffs

See Application, page 7, Part V. B.

WATER TARIFF

CYPRESS LAKES UTILITIES, INC.
NAME OF COMPANY

CERTIFICATE NO. 592-W

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

CYPRESS LAKES UTILITIES, INC.
NAME OF COMPANY

200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS, FL 32714
(ADDRESS OF COMPANY)

407-869-1919
(Business Telephone Number)

CERTIFICATE NO. 592-W

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

Table of Contents

	Sheet Number
Territory Served	3.0
Miscellaneous	4.0
Technical Terms and Abbreviations	5.0
Index of Rules and Regulations	6.0 - 7.0
Rules and Regulations	8.0 - 16.0
Index of Rate Schedules	17.0
Rate Schedules	18.0 - 20.0
Index of Standard Forms	21.0
Standard Forms	22.0 - 23.0
Service Availability	24.0
Contracts and Agreements	There are no contracts at the date of original issue

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

TERRITORY SERVED

PER ORDER NO. PSC-97-0569-FOF-WS

Township 26 South, Range 23 East
Polk County, Florida

Parcel No. 1

That part of sections 27, 28, 33 and 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Section 34; thence North 00° 48' 40" West along the East line of said Section 34, a distance of 2270.71 feet to the West right-of-way line of State Road No. 700 and No. 35 (U.S. No. 98) as is located this date (6-21-85), thence North 47° 20' 00" West along said West right-of-way line 1294.34 feet to the Point of Curvature of a curve concave to the Northeasterly having a radius of 5809.58 feet and a central angle of 22° 2' 00"; thence Northwesterly along said Westerly right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25° 00' 00" West still along said Westerly right-of-way line 610.00 feet; thence South 65° 00' 00" West 600.00 feet; thence South 25° 00' 00" East 410 feet; thence South 65° 00' 00" West 525.00 feet; thence North 37° 30' 00" West 710.00 feet; thence North 84° 30' 00" West 790.00 feet; thence North 45° 00' 00" West 816.46 feet to the centerline of Rock Ridge Road; thence South 26° 18' 39" West along said centerline 49.37 feet; thence South 52° 01' 40" West still along said centerline 957.92 feet; thence South 37° 51' 58" West still along said centerline 754.96 feet; thence South 34° 36' 25" West still along said centerline 969.18 feet to the intersection with the North line of the South 30.00 feet of the Northwest 1/4 of the Northeast 1/4 of aforesaid Section 33; thence South 89° 32' 15" East along said North line 253.93 feet to a point on the West line of the East 60.00 feet of the West 1/2 of the Northeast 1/4 of said Section 33; thence South 00° 34' 50" East along said West line of the East 60.00 feet, a distance of 1358.98 feet to the South line of the West 1/2 of said Northeast 1/4; thence South 89° 29' 41" East along said South line 60.01 feet to the Southeast corner of the West 1/2 of said Northeast 1/4; thence South 00° 34' 07" East along the West line of the East 1/2 of the Southeast 1/4 of said Section 33, a distance of 2564.11 feet to the Southwest corner of the East 1/2 of said Southeast 1/4; thence North 89° 39' 13" East along the South line of said East 1/2, a distance of 1326.44 feet to the Southeast corner of said Section 33; thence North 89° 22' 37" East along the South line of said Section 34, a distance of 5323.57 feet to the Point of Beginning, LESS AND EXCEPT 30.00 feet for right-of-way for Rock Ridge Road. Said tract containing 710.23 acres, more or less.

Parcel No. 2

That part of sections 27 and 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 34, thence North 00° 48' 40" West along the East line of said Section 34, a distance of 2270.71 feet to the West right-of-way line of State Road No. 700 and No. 35 (U.S. No. 98) as is located on the date of 6/21/85; thence North 47° 20' 00" West along said West right-of-way line 1294.34 feet to the Point of Curvature of a curve concave to the Northeasterly having a radius of 5809.58 feet and central angle of 22° 20' 00"; thence Northwesterly along said Westerly right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25° 00' 00" West still along said Westerly right-of-way line 610.00 feet to the point of Beginning; thence South 65° 00' 00" West 600 feet; thence South 25° 00' 00" East 410.00 feet; thence South 65° 00' 00" West 525.00 feet; thence North 37° 30' 00" West 710.00 feet; thence North 84° 30' 00" West 790.00 feet; thence North 45° 00' 00" West 816.46 feet to the centerline of Rock Ridge Road;

thence North 26° 18' 39" East along said centerline 1212.81 feet; thence North 62° 32' 09" East still along said centerline 1293.14 feet to said Westerly right-of-way line of State Road No. 700 and No. 35 (U.S. No. 98); thence South 25° 00' 00" East along said Westerly right-of-way line 2265.66 feet to the said Point of Beginning. Said parcel containing 95.75 acres, more or less.

LESS AND EXCEPT maintained right-of-way for Rock Ridge Road and that part of Section 27, Township 26 South, Range 23 East, Polk county, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 34, Township 26 South, Range 23 East and run North 00° 48' 40" West along the East line of said Section 34, a distance of 2270.71 feet to the West right-of-way line of State Road No. 700 and No. 35 (U.S. No. 98) as is located on the date of 6/21/85; thence North 47° 20' 00" West along said West right-of-way line, 1294.34 feet to the Point of Curvature of a curve concave to the Northeast having a radius of 5809.58 feet and central angle of 22° 20' 00"; thence Northwesterly along said Westerly right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25° 00' 00" West still along said Westerly right-of-way line 2525.06 feet to the Point of Beginning; thence continue North 25° 00' 00" West along said Westerly right-of-way 350.00 feet to the centerline of Rock Ridge Road; thence South 62° 32' 09" West along said centerline 330.00 feet; thence South 25° 00' 00" East 350.00 feet; thence North 62° 32' 09" East 330.00 feet to the said Point of Beginning. Said parcel containing 2.50 acres.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

CYPRESS LAKES UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 4.0

MISCELLANEOUS

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" - CYPRESS LAKES UTILITIES, INC.
- 2.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 3.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 4.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing sewage located on the customer's side of "Point of Collection" whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 5.0 "POINT OF DELIVERY" - The point where the Company's pipes or meters are connected with pipes of the customer.
- 6.0 "MAIN" - Shall refer to pipe, conduit, or other facility installed to convey water service from individual service lines or other mains.
- 7.0 "SERVICE LINES" - The pipes of the company which are connected from the mains to point of collection.
- 8.0 "RATE SCHEDULE" - Refers to rates or charges for the particular classification of service.
- 9.0 "COMMISSION" - Refers to Florida Public Service Commission.
- 10.0 "CERTIFICATE" - Means the certificate issued to the company by the Commission.
- 11.0 "CUSTOMER" - Means the person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of such water service.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RULES AND REGULATIONS

<u>RULE NUMBER</u>	<u>SHEET NUMBER</u>
1.0 Policy Dispute	8.0
2.0 General Information	8.0
3.0 Signed Application Necessary	8.0
4.0 Applications by Agents	8.0
5.0 Withholding Service	9.0
6.0 Extensions	9.0
7.0 Limitation of Use	9.0
8.0 Continuity of Service	9.0
9.0 Type and Maintenance	10.0
10.0 Change of Customer's Installation	10.0
11.0 Inspection of Customer's Installation	10.0
12.0 Protection of Company's Property	10.0
13.0 Access to Premises	11.0
14.0 Right of Way or Easements	11.0
15.0 Billing Periods	11.0
16.0 Delinquent Bills	11.0
17.0 Payment of Water and Water Service Bills Concurrently	12.0
18.0 Tax Clause	12.0
19.0 Change of Occupancy	12.0
20.0 Unauthorized Connections - Water	13.0
21.0 Meters	13.0

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

<u>RULE NUMBER</u>	<u>SHEET NUMBER</u>
22.0 All Water Through Meter	13.0
23.0 Adjustment of Bills	13.0
24.0 Customer Deposit	13.0
25.0 Request for Meter Test by Customer	14.0
26.0 Adjustment of bills for Meter Error	15.0
27.0 Filing of Contracts	16.0

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules, applications and contracts of the Company and in the absence of specific written agreement to the contrary, apply without modification or change to each and every customer to whom the Company renders sewage service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for sewage service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff.

- 3.0 SIGNED APPLICATION NECESSARY - Water service is furnished only after a signed application or agreement accepted by the company and the conditions of such application or agreement is binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name, street address or lot and block number, at which water service is to be rendered.

- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations and others, shall be rendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the Company and an agent of the principal. The use of such water service by the principal or agent shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the Company of such household, organization, or business for water service has been settled in full.

Service may also be discontinued for any violation by the customer or consumer of any rule or regulation set forth in this tariff.

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules/Orders/Tariff by the Commission.

- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service. Water service furnished to the customer shall be rendered directly to the customer through company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for purpose of remetering said water service. In no case shall a customer, except with the written consent of the company extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish water service for adjacent property through one meter, even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale or disposition of service, customer's water service is subject to discontinuance until such unauthorized extension, remetering, sale or disposition is discontinued and full payment is made of bills for water service, calculated on proper classification and rate schedules and reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing, and inspections.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

- 8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous water service, and having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shut-downs for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control. If at any time the Company shall interrupt or discontinue its service, for any period greater than one hour, all customers affected by said interruption or discontinuance shall be given not less than 24 hours notice.
- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice, conforming with the Rules and Regulations of the Company, and in full compliance with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the water service; and the Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer will be liable for any change resulting from a violation of this rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service installations or changes shall be inspected upon completion by competent authority to insure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required by local rules or ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

The Company reserves the right to inspect the customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises, and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing Company's property and other purposes incident to performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass.

- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 15.0 BILLING PERIODS - Bills for water service will be rendered monthly and are due when rendered and shall be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon.

Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS - Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent and water service may then, after five (5) days written notice be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge of \$10.00, when performed during regular working hours. After regular working hours the reconnection charge will be \$15.00. There shall be no liability of any kind against the company by reason of discontinuance of water service to the customer for failure of the customer to pay the bills on time.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

No partial payment of any bill rendered will be accepted by the Company, except by agreement with the Company, or by order of the Commission.

- 17.0 PAYMENT OF WATER AND SEWER SERVICE BILLS CONCURRENTLY -When both water and sewer service are provided by the Company, payment of any sewer service bill rendered by the company to a water service customer shall not be accepted by the company without the simultaneous or concurrent payment of any sewer service bill rendered by the company. If the charges for water service are not so paid, the company may discontinue both sewer service and water service to the customer's premises for nonpayment of the water service charges or if the charges for sewer service are not so paid the company may discontinue both water service and sewer service to the customer's premises for nonpayment of the sewer service charge. The company shall not reestablish or reconnect sewer service and water service or either of such services until such time as all sewer service charges and water service charges and all other expenses or charges established or provided for by these Rules and Regulations are paid.
- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or water public utility shall not be incorporated in the rate for water or water service but shall be shown as a separate item on the utility's bills to its customers in such municipality or county.
- This charge must be approved by the Commission before being incorporated in the customer's bills.
- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with water service, WRITTEN NOTICE thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer, who will be held responsible for all water service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. Customer's deposit may be transferred from one service location to another, if both locations are supplied by the Company. Customer's deposit may NOT be transferred from one name to another.

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ISSUING OFFICER

PRESIDENT
TITLE

For the convenience of its customer's, the Company will accept telephone orders to discontinue or transfer water service and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and water service shall not be restored until such unauthorized connections have been removed and unless settlement is made in full and for water service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the company at a suitable and readily accessible location and when the Company considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be.
- 24.0 CUSTOMER DEPOSIT - Before rendering service, the Company may require a deposit or guarantee satisfactory to the company to secure the payment of bills, and the company shall give the customers a non-negotiable and non-transferable deposit receipt. The amount of initial deposit shall be the following, according to meter size:

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

Customer Deposits

Residential and Commercial Service

<u>Meter Size</u>	<u>Water</u>	<u>Wastewater</u>	<u>Total</u>
5/8" x 3/4"	\$ 17.00	\$ 43.00	\$ 60.00
1"	\$ 43.00	\$107.00	\$150.00
1-1/2"	\$ 85.00	\$215.00	\$300.00
2"	\$135.00	\$340.00	\$475.00

After a customer's bill service has been disconnected due to non-payment of bill, before service will be resumed, company may increase the deposit to two (2) times the average monthly bill for that class of customer and meter size.

The company will pay interest on customers' deposit at the rate of six percent per annum. The payment of interest will be made once each year as a credit on regular bills, and on final bills when service is disconnected. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then interest will be paid from the date of the commencement of service.

The company will pay or credit accrued interest to the customers' account during the first billing period of each year.

Upon final settlement of the customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the company of the applicable deposit receipt or, when the receipt cannot be produced, upon adequate information.

Notwithstanding the above, the Company may hold the deposit of a non residential customer after a continuous service period of 23 months and shall pay interest on such non residential customer's deposit at a rate of 7% per annum upon the retainment of such deposit.

25.0 REQUEST FOR METER TEST BY CUSTOMER - Should any customer request a bench test of his water meter, the company will require a deposit to defray cost of testing; such deposit not to exceed the following schedule of fees:

<u>METER SIZES</u>	<u>FEE</u>
5/8 and 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

If the meter is found to register in excess of the accuracy limits prescribed by the Commission, the deposit will be refunded; but if below such accuracy limit, the deposit will be retained by the Company as a service charge for conducting the test.

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 ISSUING OFFICER
PRESIDENT
 TITLE

Further, upon written request of any customer, the company shall, without charge, make a field test of the accuracy of the water meter in use at customer's premises provided that the meter has not been tested within the past six (6) months.

26.0 ADJUSTMENT OF BILLS FOR METER READER - In meter tests made by the Commission or by the company, the accuracy of registration of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows.

FAST METERS - Whenever a meter tested is found to register fast in excess of the tolerance provided in the Meter Accuracy Requirements provision herein, the utility shall refund the customer the amount billed in error for one half the period since the last test; said one-half period not to exceed six (6) months except that if it can be shown that the error was due to some cause, the date of which can be fixed. The overcharge shall be computed back to, but not beyond such date. The refund shall not include any part of any minimum charge.

METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the use of any customer every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within the accuracy limits set forth in the following table:

<u>ACCURACY LIMITS IN PERCENT</u>				
<u>METER SIZE</u>	<u>Maximum Rate</u>	<u>Intermediate Rate</u>	<u>New</u>	<u>Repaired</u>
Displacement	98.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97 -102	None	95-102	90-102
Compound*	97 -103	97 -103	95-103	90-103

*The minimum required accuracy for compound meters at any rate within the "changeover" range of flows shall be 85%.

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PRESIDENT
 TITLE

27.0 The Company shall file with the Commission copies of all Guaranteed Revenue contracts or special contracts for the sale of its product or services in a manner not specifically covered by its standard regulations or approved rate schedules prior to execution.

28.0 Miscellaneous Service Charges

The following charges have been determined to be appropriate for services other than those provided for above:

<u>Initial Connection*</u> -	\$ 15.00
<u>Normal Connection**</u> -	\$ 15.00
<u>Violation Reconnection***</u> -	\$ 25.00
<u>Premises Visit****</u> -	\$ 15.00

*At location where no service previously existed.

**Transfer to new account at same location, or reconnection subsequent to customer-requested disconnection.

***Subsequent to disconnection for cause, including delinquency in payment of bill.

****Where a utility representative visits a premises for the purpose of discontinuing service for delinquent payment but does not discontinue service because the customer pays the utility representative or makes satisfactory arrangement for payment.

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ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RATE SCHEDULES

General Service, GS.....	18.0
Residential Service, RS.....	19.0
Multi-Residential, MS.....	20.0

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

GENERAL SERVICE
RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all Rules and Regulations of this Tariff and General Rules and Regulations of this Commission.
- RATES - Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$3.73
1"	9.33
1 1/2"	18.65
2"	29.84
3"	55.95
4"	93.25
6"	186.50

Gallonge Charge per 1,000 \$.80

MINIMUM CHARGE - \$3.73

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, separate and apart from bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Certificate Transfer

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

RESIDENTIAL SERVICE
RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all Rules and Regulations of this Tariff and General Rules and Regulations of this Commission.
- RATES - Monthly

	<u>Meter Size</u>	<u>Base Facility Charge</u>
	All Meter Sizes	\$3.73
Gallonage Charge per 1,000 gallons		
	0-6,000	.80
	6,001-12,000	1.20
	over 12,000	1.60

MINIMUM CHARGE - \$3.73

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, separate and apart from bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Certificate Transfer

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all master-metered residential customers including, but not limited to Condominiums, Apartments, and Mobile Homes.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

RATES - Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$3.73
<u>Gallonage Charge per</u>	
0-6,000	.80
6,001-12,000	1.20
over 12,000	1.60

MINIMUM CHARGE - \$3.73

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to customer separate and apart from bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Certificate Transfer

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE	22.0
COPY OF CUSTOMER'S BILL	23.0

Lawrence N. Schumacher
ISSUING OFFICER
PRESIDENT
TITLE

APPLICATION FOR WATER SERVICE

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

CYPRESS LAKES UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 23.0

COPY OF CUSTOMER'S BILL

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY FEES AND CHARGES

METER INSTALLATION FEES

<u>Meter Size</u>	<u>Amount</u>
5/8" x 3/4"	\$125.00
1"	\$150.00
1-1/2"	\$300.00
2"	\$350.00
Over 2"	Actual Cost

Lawrence N. Schumacher
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PRESIDENT
TITLE

SEWER TARIFF

CYPRESS LAKES UTILITIES, INC.
NAME OF COMPANY

CERTIFICATE NO. 509-S

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

SEWER TARIFF

CYPRESS LAKES UTILITIES, INC.
NAME OF COMPANY

200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS, FL 32714
(ADDRESS OF COMPANY)

407-869-1919
(Business Telephone Number)

(CERTIFICATE NO. 509-S)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

Table of Contents

	Sheet Number
Territory Served	3.0
Miscellaneous	4.0
Technical Terms and Abbreviations	5.0
Index of Rules and Regulations	6.0 - 7.0
Rules and Regulations	8.0 - 14.0
Index of Rate Schedules	15.0
Rate Schedules	16.0 - 18.0
Index of Standard Forms	19.0
Standard Forms	20.0 - 21.0
Contracts and Agreements	There are no contracts at the date of original issue

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

TERRITORY SERVED

PER ORDER NO. PSC-97-0569-FOF-WS

Township 26 South, Range 23 East
Polk County, Florida

Parcel No. 1

That part of sections 27, 28, 33 and 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Section 34; thence North 00° 48' 40" West along the East line of said Section 34, a distance of 2270.71 feet to the West right-of-way line of State Road No. 700 and No. 35 (U.S. No. 98) as is located this date (6-21-85), thence North 47° 20' 00" West along said West right-of-way line 1294.34 feet to the Point of Curvature of a curve concave to the Northeasterly having a radius of 5809.58 feet and a central angle of 22° 2' 00"; thence Northwesterly along said Westerly right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25° 00' 00" West still along said Westerly right-of-way line 610.00 feet; thence South 65° 00' 00" West 600.00 feet; thence South 25° 00' 00" East 410 feet; thence South 65° 00' 00" West 525.00 feet; thence North 37° 30' 00" West 710.00 feet; thence North 84° 30' 00" West 790.00 feet; thence North 45° 00' 00" West 816.46 feet to the centerline of Rock Ridge Road; thence South 26° 18' 39" West along said centerline 49.37 feet; thence South 52° 01' 40" West still along said centerline 957.92 feet; thence South 37° 51' 58" West still along said centerline 754.96 feet; thence South 34° 36' 25" West still along said centerline 969.18 feet to the intersection with the North line of the South 30.00 feet of the Northwest 1/4 of the Northeast 1/4 of aforesaid Section 33; thence South 89° 32' 15" East along said North line 253.93 feet to a point on the West line of the East 60.00 feet of the West 1/2 of the Northeast 1/4 of said Section 33; thence South 00° 34' 50" East along said West line of the East 60.00 feet, a distance of 1358.98 feet to the South line of the West 1/2 of said Northeast 1/4; thence South 89° 29' 41" East along said South line 60.01 feet to the Southeast corner of the West 1/2 of said Northeast 1/4; thence South 00° 34' 07" East along the West line of the East 1/2 of the Southeast 1/4 of said Section 33, a distance of 2564.11 feet to the Southwest corner of the East 1/2 of said Southeast 1/4; thence North 89° 39' 13" East along the South line of said East 1/2, a distance of 1326.44 feet to the Southeast corner of said Section 33; thence North 89° 22' 37" East along the South line of said Section 34, a distance of 5323.57 feet to the Point of Beginning, LESS AND EXCEPT 30.00 feet for right-of-way for Rock Ridge Road. Said tract containing 710.23 acres, more or less.

Parcel No. 2

That part of sections 27 and 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 34, thence North 00° 48' 40" West along the East line of said Section 34, a distance of 2270.71 feet to the West right-of-way line of State Road No. 700 and No. 35 (U.S. No. 98) as is located on the date of 6/21/85; thence North 47° 20' 00" West along said West right-of-way line 1294.34 feet to the Point of Curvature of a curve concave to the Northeasterly having a radius of 5809.58 feet and central angle of 22° 20' 00"; thence Northwesterly along said Westerly right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25° 00' 00" West still along said Westerly right-of-way line 610.00 feet to the point of Beginning; thence South 65° 00' 00" West 600 feet; thence South 25° 00' 00" East 410.00 feet; thence South 65° 00' 00" West 525.00 feet; thence North 37° 30' 00" West 710.00 feet; thence North 84° 30' 00" West 790.00 feet; thence North 45° 00' 00" West 816.46 feet to the centerline of Rock Ridge Road;

thence North 26° 18' 39" East along said centerline 1212.81 feet; thence North 62° 32' 09" East still along said centerline 1293.14 feet to said Westerly right-of-way line of State Road No. 700 and No. 35 (U.S. No. 98); thence South 25° 00' 00" East along said Westerly right-of-way line 2265.66 feet to the said Point of Beginning. Said parcel containing 95.75 acres, more or less.

LESS AND EXCEPT maintained right-of-way for Rock Ridge Road and that part of Section 27, Township 26 South, Range 23 East, Polk county, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 34, Township 26 South, Range 23 East and run North 00° 48' 40" West along the East line of said Section 34, a distance of 2270.71 feet to the West right-of-way line of State Road No. 700 and No. 35 (U.S. No. 98) as is located on the date of 6/21/85; thence North 47° 20' 00" West along said West right-of-way line, 1294.34 feet to the Point of Curvature of a curve concave to the Northeast having a radius of 5809.58 feet and central angle of 22° 20' 00"; thence Northwesterly along said Westerly right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25° 00' 00" West still along said Westerly right-of-way line 2525.06 feet to the Point of Beginning; thence continue North 25° 00' 00" West along said Westerly right-of-way 350.00 feet to the centerline of Rock Ridge Road; thence South 62° 32' 09" West along said centerline 330.00 feet; thence South 25° 00' 00" East 350.00 feet; thence North 62° 32' 09" East 330.00 feet to the said Point of Beginning. Said parcel containing 2.50 acres.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

CYPRESS LAKES UTILITIES, INC.
SEWER TARIFF

ORIGINAL SHEET NO. 4.0

MISCELLANEOUS

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" - CYPRESS LAKES UTILITIES, INC..
- 2.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with sewer service by the Company.
- 3.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all sewer service required by the customer the readiness and ability on the part of the company to furnish sewer service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 4.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing sewage located on the customer's side of "Point of Collection" whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 5.0 "POINT OF DELIVERY" - The point where the Company's pipes or meters are connected with pipes of the consumer.
- 6.0 "MAIN" - Shall refer to pipe, conduit, or other facility installed to convey sewer service from individual service lines or other mains.
- 7.0 "SERVICE LINES" - The pipes of the company which are connected from the mains to point of collection.
- 8.0 "RATE SCHEDULE" - Refers to rates or charges for the particular classification of service.
- 9.0 "COMMISSION" - Refers to Florida Public Service Commission.
- 10.0 "CERTIFICATE" - Means the sewer certificate issued to the company by the Commission.
- 11.0 "CUSTOMER" - Means the person, firm or corporation who has entered into an agreement to receive sewer service from the Company and who is liable for the payment of such sewer service.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RULES AND REGULATIONS

<u>RULE NUMBER</u>	<u>SHEET NUMBER</u>
1.0 Policy Dispute.....	8.0
2.0 General Information.....	8.0
3.0 Signed Application Necessary.....	8.0
4.0 Applications by Agents.....	8.0
5.0 Withholding Service.....	9.0
6.0 Extensions.....	9.0
7.0 Limitation of Use.....	9.0
8.0 Continuity of Service.....	9.0
9.0 Type and Maintenance.....	10.0
10.0 Change of Customer's Installation.....	10.0
11.0 Inspection of Customer's Installation.....	10.0
12.0 Protection of Company's Property.....	10.0
13.0 Access to Premises.....	11.0
14.0 Right of Way or Easements.....	11.0
15.0 Billing Periods.....	11.0
16.0 Delinquent Bills.....	11.0
17.0 Payment of Water and Sewer Service Bills Concurrently.....	11.0
18.0 Evidence of Consumption.....	12.0
19.0 Tax Clause.....	12.0
20.0 Change of Occupancy.....	12.0
21.0 Unauthorized Connections - Sewer.....	13.0

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

<u>RULE NUMBER</u>	<u>SHEET NUMBER</u>
22.0 Adjustment of Bills	13.0
23.0 Customer Deposit	13.0
24.0 Filing of Contracts	14.0

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules, applications and contracts of the Company and in the absence of specific written agreement to the contrary, apply without modification or change to each and every customer to whom the Company renders sewage service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for sewage service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff.

- 3.0 SIGNED APPLICATION NECESSARY - Sewer service is furnished only after a signed application or agreement accepted by the company and the conditions of such application or agreements are binding upon the customer as well as upon the Company. A copy of the application or agreement for sewer service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name, street address or lot and block number, at which sewer service is to be rendered.

- 4.0 APPLICATIONS BY AGENTS - Applications for sewer service requested by firms, partnerships, associations, corporations and others, shall be rendered only by duly authorized parties. When sewer service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such sewer service by the principal or agent shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such sewer service is rendered.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue sewer service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the Company of such household, organization, or business for sewer service has been settled in full.

Service may also be discontinued for any violation by the customer or consumer of any rule or regulation set forth in this tariff.

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules/Orders/Tariff by the Commission.
- 7.0 LIMITATION OF USE - Sewer service purchased from the Company shall be used by the customer only for the purposes specified in the application for sewer service. Sewer service furnished to the customer shall be for the consumer's into the Company's main sewer lines. In no case shall a consumer, except with the written consent to the company extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish sewer service for adjacent property, even though such adjacent property may be owned by him. In case of such unauthorized extension, sale or disposition of service, consumer's sewer service is subject to discontinuance until such unauthorized extension, sale or disposition is discontinued and full payment is made of bills for sewer service, calculated on proper classifications and rate schedules and reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing, and inspections.
- 8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous sewer service, and having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous sewer service. The company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigation's, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control. If at any time the Company shall interrupt or discontinue its service, for any period greater than one hour, all customers affected by said interruption or discontinuance shall be given not less than 24 hours notice.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice conforming with the Rules and Regulations of the Company, and in full compliance with all Laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the sewer service; and the Company reserves the right to discontinue or withhold sewer service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer will be liable for any change resulting from a violation of this rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's sewer service installations or changes shall be inspected upon completion by competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required by local rules or ordinances, the Company cannot render sewer service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

The Company reserves the right to inspect the customer's installation prior to rendering sewer service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises, and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing Company's property and other purposes incident to performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass.
- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of sewer service.
- 15.0 BILLING PERIODS - Bills for sewer service will be rendered monthly bills are due when rendered and shall be considered as received by the customer when delivered or mailed to the sewer service address or some other place mutually agreed upon.

Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS - Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent, and sewer service may then, after five (5) days written notice be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge established on the basis of the expenses incurred in the reconnection and restoration of service which shall be nondiscriminatory in its application. There shall be no liability of any kind against the Company by reason of discontinuance of sewer service to the consumer for failure of the consumer to pay the bills on time.

No partial payment of any bill rendered will be accepted by the Company, except by agreement with the Company, or by order of the Commission.

- 17.0 PAYMENT OF SEWER AND WATER SERVICE BILLS CONCURRENTLY -When both sewer and water service are provided by the Company, payment of any sewer service bill rendered by the Company to a sewer service consumer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. If the charges for sewer service are not so paid, the company may discontinue both sewer service and water service to the consumer's premises for nonpayment of the sewer service

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

charges of if the charges for water service are not paid the Company may discontinue both water service and sewer service to the Consumer's premises for nonpayment of the water service charge. The Company shall not reestablish or reconnect sewer service and water service or either of such services until such time as all sewer service charges and water service charges and all other expenses or charges established or provided for by these Rules and Regulations.

- 18.0 EVIDENCE OF CONSUMPTION -- The initiation or continuation or resumption of water service to the premises shall constitute to the initiation, continuation, or resumption of sanitary sewer service to the premises, regardless of occupancy.
- 19.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or sewer public utility shall not be incorporated into the rate for water or sewer service but shall be shown as a separate item on the utility's bills to its customers in such municipality or county.

This charge must be approved by the Commission before being incorporated in the customer's bills.

- 20.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with sewer service, WRITTEN NOTICE thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer, who will be held responsible for all sewer service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue sewer service. However, if such written notice has not been received, the application of a succeeding occupant for sewer service will automatically terminate the prior account. Customer's deposit may be transferred from one service location to another, if both locations are supplied by the Company. Customer's deposit may NOT be transferred from one name to another.

For the convenience of its customer's, the Company will accept telephone orders to discontinue or transfer sewer service and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

- 21.0 UNAUTHORIZED CONNECTIONS - SEWER - Connections to the Company's sewer system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and sewer service shall not be restored until such unauthorized connections have been removed and unless settlement is made in full and for sewer service estimated by the Company to have been used by reason of such unauthorized connection.
- 22.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, or, if sewer service is measured by water consumption, a meter error is determined, the amount may be credited or billed to the customer, as the case may be.
- 23.0 CUSTOMER DEPOSIT - Before rendering service, the Company may require a deposit or guarantee satisfactory to the company to secure the payment of bills, and the company shall give the customers a non-negotiable and non-transferable deposit receipt. The amount of such deposit shall be the following:

Customer Deposits

Residential and Commercial Service

<u>Meter Size</u>	<u>Water</u>	<u>Wastewater</u>	<u>Total</u>
5/8" x 3/4"	\$ 17.00	\$ 43.00	\$ 60.00
1"	\$ 43.00	\$107.00	\$150.00
1-1/2"	\$ 85.00	\$215.00	\$300.00
2"	\$135.00	\$340.00	\$475.00

After a customer's service has been discontinued due to nonpayment of bill, before service will be resumed, company may increase the deposit to two (2) times the average monthly bill for that class of customer and meter size.

The Company will pay interest on customer's deposit at the rate of six percent per annum. The payment of interest will be made once each year as a credit on regular bills, and on final bills when service is discontinued. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then interest will be paid from the date of the commence of service.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

The Company will pay or credit accrued interest to the customers account during the first billing period of each year.

Upon final settlement of customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the Company of the applicable deposit receipt or, when the receipt cannot be produced, upon adequate identification.

Notwithstanding the above, the Company may hold the deposit of a non residential customer after a continuous service period of 23 months and shall pay interest on such non residential customer's deposit at a rate of 7% per annum upon the retainment of such deposit.

24.0 The Company shall file with the Commission copies of all Guaranteed Revenue Contracts or special contracts for the sale of its product or services in a manner not specifically covered by its standard regulations or approved rate schedules prior to execution.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RATE SCHEDULES

General Service, GS	16.0
Residential Service, RS	17.0
Multi-Residential Service, MS	18.0

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- RATES - Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$9.36
1"	23.40
1 1/2"	46.80
2"	74.88
3"	140.40
4"	234.00
6"	468.00
Gallonge Charge per 1,000	\$ 1.99

MINIMUM CHARGE - Base Facility Charge Per Month.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to customer separate and apart from bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Certificate Transfer

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all customer for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- RATES - Monthly

Meter Size

Base Facility Charge

All Meter Sizes

\$ 9.36

Gallage Charge per 1,000

\$ 1.99
(Maximum charge at 8,000 gallons)

MINIMUM CHARGE - Base Facility Charge Per Month.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to customer separate and apart from bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Certificate Transfer

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to Condominiums, Apartments, and Mobile Homes.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

RATES - Monthly

Meter Size

Base Facility Charge

All Meter Sizes

\$ 9.36
(per dwelling unit)

Gallage Charge per 1,000

\$ 1.99
(maximum charge at 8,000 gallons per
dwelling unit)

MINIMUM CHARGE - Base Facility Charge Per Month.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to customer separate and apart from bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Certificate Transfer

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR SEWER SERVICE.....	20.0
COPY OF CUSTOMER' S BILL.....	21.0

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

APPLICATION FOR SEWER SERVICE

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

CYPRESS LAKES UTILITIES, INC.
SEWER TARIFF

ORIGINAL SHEET NO. 21.0

COPY OF CUSTOMER'S BILL

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

Cypress Lakes Utilities, Inc.

Application for Transfer of Certificate Nos. 592-W and 509-S from Cypress Lakes
Associates, Ltd. in Polk County Florida.

EXHIBIT F

Certificates 592-W and 509-S

See Application, page 7, Part V. C.

FLORIDA PUBLIC SERVICE COMMISSION

**Certificate Number
592 - W**

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

Cypress Lakes Associates, Ltd.

Whose principal address is:

**10000 North U.S. Highway 98
Lakeland, Florida 33809 (Polk County)**

**to provide water service in accordance with the provision 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 PSC-97-0569-FOF-WS	DOCKET 961334-WS
ORDER	DOCKET
ORDER	DOCKET
ORDER	DOCKET
ORDER	DOCKET

**BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION**



Blanca S. Bayo
Director
Division of Records and Reporting

FLORIDA PUBLIC SERVICE COMMISSION

**Certificate Number
509 - S**

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

Cypress Lakes Associates, Ltd.

Whose principal address is:

**10000 North U.S. Highway 98
Lakeland, Florida 33809 (Polk County)**

**to provide wastewater service in accordance with the provision 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 PSC-97-0569-FOF-WS	DOCKET 961334-WS
ORDER	DOCKET
ORDER	DOCKET
ORDER	DOCKET
ORDER	DOCKET

**BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION**



Blanca S. Bayo

Director
Division of Records and Reporting

Cypress Lakes Utilities, Inc.

Application for Transfer of Certificate Nos. 592-W and 509-S from Cypress Lakes Associates, Ltd. in Polk County Florida.

EXHIBIT C

DEP Compliance Review

See Application, page 5, Part II. L.

Prepared by and return to:
Jacob C. Dychkowski, Esq.
P.O. Box 1079, Lake Wales, FL 33859-1079

Return to:
Jeffrey Drew Butt, Esq.
P.O. Box 2378
Tampa, FL 33601

WARRANTY DEED

This warranty deed is made this 1 day of December, 1996, between CYPRESS LAKES VENTURE, a Florida general partnership, and STEPHEN F. STORY, as trustee of the HUGH F. CULVERHOUSE TRUST, dated February 4, 1993, whose post office address is Culverhouse, Botts & Story, P.O. Box 23688, Tampa, FL 33623-3688 ("Grantor"), and CYPRESS LAKES ASSOCIATES, LTD., a Florida limited partnership, whose post office address is c/o Community Investment Corporation, P.O. Box 22550, St. Petersburg, Florida 33742-2550 ("Grantee"). ("Grantor" and "Grantee" are used for singular or plural, as context requires.)

DEPT 115 21.01
DEPT 291 3.00
DEPT 251 7821.81
330 #
CHECKS 7845.81
5406A

01/09/97

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, paid or given to the Grantor by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to taxes and assessments for the year 1996 and subsequent years, and those matters set forth on Exhibit "B" attached hereto and made a part hereof.

The Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except as stated above.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: TERESA L. HANN

[Signature]
Print Name: EUGENE F. GASSIDY

[Signature]
Print Name: TERESA L. HANN

[Signature]
Print Name: EUGENE F. GASSIDY

CYPRESS LAKES VENTURE
a Florida general partnership

By: [Signature]
STEPHEN F. STORY, as trustee of the Hugh F. Culverhouse Trust dated February 4, 1993, as sole remaining partner

[Signature]
STEPHEN F. STORY, as trustee of the Hugh F. Culverhouse Trust dated February 4, 1993

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of December, 1996, by STEPHEN F. STORY, as trustee of the HUGH F. CULVERHOUSE TRUST, dated February 4, 1993, as sole remaining partner of CYPRESS LAKES VENTURE, a Florida general partnership, on behalf of said partnership. STEPHEN F. STORY is personally known to me or he has produced a drivers license as identification.



[Signature]
Notary Name: LILLIAN TRAMONTANO
My Commission Expires:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of December, 1996, by STEPHEN F. STORY, as trustee of the HUGH F. CULVERHOUSE TRUST, dated February 4, 1993, on behalf of said trust. STEPHEN F. STORY is personally known to me or he has produced a drivers license as identification.



[Signature]
Notary Name: LILLIAN TRAMONTANO
My Commission Expires:

Documentary Tax Pd. \$ 7821.81
Intangible Tax Pd. \$
E.D. "Bud" Dixon, Clerk, Polk Co.
By: [Signature] Deputy Clerk

A: CYPRESS
December 19, 1996

97 JAN -9 PM 3:05

076000

POLK OFFREC. PAGE 3780 1956

JUDICIAL NEWMAN HATHN & ROSENKRANZ PA
201 E Kennedy Blvd Suite 1000
Tampa, Florida 33602
7,821.70 (SEAL)
MBO
AIB

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land lying in Sections 27 and 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Point of Intersection of the Centerline of Rock Ridge Road, per public map book 2, pages 190-192 and the westerly right-of-way line of U.S. Hwy. 98; thence S. 25°00'41" E, along said westerly right-of-way line, a distance of 2494.46 to the POINT OF BEGINNING:

Thence S 64°59'38" W, 58.19' to a point on a curve being concave southerly; thence westerly along the arc of said curve, having a radius of 160.49', a central angle of 140°11'24", an arc distance of 392.69', and a chord bearing and distance of S 83°12'04" W, 301.81' to a point on a curve; thence southerly along the arc of said curve being concave westerly, having a radius of 102.28', a central angle of 41°21'49", an arc distance of 73.84', and a chord bearing and distance of S 27°13'49" W, 72.25' to a point on a curve; thence southwesterly along the arc of said curve being concave northwesterly, having a radius of 507.06', a central angle of 02°33'52", an arc distance of 22.69', and a chord bearing and distance of S 51°35'34" W, 22.69' to a point on a curve; thence westerly along the arc of said curve being concave northerly, having a radius of 288.00', a central angle of 44°41'51", an arc distance of 224.67', and a chord bearing and distance of S 72°59'47" W, 219.02' to a point of reverse curvature; thence westerly along the arc of said curve being concave southerly, having a radius of 692.00', a central angle of 42°50'43", an arc distance of 517.47', and a chord bearing and distance of S 73°55'21" W, 505.50'; thence S 52°30'00" W, 72.96'; thence N 37°30'00" W, 241.07' to a point of curvature; thence westerly along the arc of said curve being concave southerly, having a radius of 307.00', a central angle of 47°00'00", an arc distance of 251.83', and a chord bearing and distance of N 61°00'00" W, 244.83'; thence N 84°30'00" W, 229.22'; thence S 05°30'00" W, 112.00'; thence N 84°30'00" W, 8.00'; thence S 05°30'00" W, 112.00'; thence S 84°30'00" E, 100.00'; thence S 05°29'58" W, 240.00' to a point of curvature; thence southerly along the arc of said curve being concave westerly, having a radius of 162.99', a central angle of 28°56'45", an arc distance of 82.34', and a chord bearing and distance of S 19°58'21" W, 81.47' to a point of reverse curvature; thence southerly along the arc of said curve being concave easterly, having a radius of 161.99', a central angle of 121°24'38", an arc distance of 343.27', and a chord bearing and distance of S 26°14'48" E, 282.55'; thence S 01°29'39" W, 933.44' to a point on a curve; thence easterly along the arc of said curve being concave northerly, having a radius of 149.00', a central angle of 89°53'22", an arc distance of 233.76', and a chord bearing and distance of N 81°18'47" E, 210.51'; thence N 36°22'07" E, 250.56' to a point of curvature; thence northeasterly along the arc of said curve being concave southeasterly, having a radius of 35.00', a central angle of 47°27'04", an arc distance of 28.99', and a chord bearing and distance of N 60°05'39" E, 28.16'; thence N 83°49'11" E, 54.96' to a point of curvature; thence easterly along the arc of said curve being concave southerly, having a radius of 38.00', a central angle of 25°54'24", an arc distance of 17.18', and a chord bearing and distance of S 83°13'37" E, 17.04'; thence S 70°16'25" E, 47.82' to a point on a curve; thence southerly along the arc of said curve being concave easterly, having a radius of 305.74', a central angle of 27°03'30", an arc distance of 144.39', and a chord bearing and distance of S 15°15'18" E, 143.05' to a point of compound curvature; thence southwesterly along the arc of said curve being concave northeasterly, having a radius of 229.81', a central angle of 49°37'05", an arc distance of 199.01', and a chord bearing and distance of S 53°30'59" E, 192.85'; thence S 78°18'52" E, 68.30' to a point of curvature; thence southeasterly along the arc of said curve being concave southwesterly, having a radius of 70.00', a central angle of 49°14'10", an arc distance of 60.15', and a chord bearing and distance of S 53°41'47" E, 58.32'; thence S 29°04'42" E, 24.67' to a point of curvature; thence southeasterly along the arc of said curve being concave southwesterly, having a radius of 170.00' a central angle of 5°21'19", an arc distance of 15.89', and a chord bearing and distance of S 26°24'30" E, 15.88'; thence S 78°33'04" E, 13.04' to a point of intersection with the northerly line of tract 3 Cypress Lakes Phase 2A, as recorded in plat book 91, pages 4-5; thence N 62°28'38" E along said northerly line 49.41' to a point on a curve; thence northerly along the arc of said curve being concave westerly, having a radius of 230.00', a central angle of 06°24'41", an arc distance of 25.74', and a chord bearing and distance of N 25°52'21" W, 25.72'; thence N. 29°04'42" W, 24.67' to a point of curvature; thence northwesterly along the arc of said curve being concave southwesterly, having a radius of 130.00', a central angle of 49°14'10", an arc distance of 111.71', and a chord bearing and distance of N 53°41'47" W, 108.31'; thence N 78°18'52" W,

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POLK OFFREC. PAGE

68.30' to a point of curvature; thence northwesterly along the arc of said curve being concave northeasterly, having a radius of 170.00', a central angle of 49°35'03", an arc distance of 147.12', and a chord bearing and distance of N 53°31'20" W, 142.57' to a point of compound curvature; thence northerly along the arc of said curve being concave easterly, having a radius of 246.41' a central angle of 24°17'57", an arc distance of 104.50', and a chord bearing and distance of N 16°35'22" W, 103.72'; thence N 87°40'30" E, 82.08' to a point on a curve; thence northerly along the arc of said curve being concave easterly, having a radius of 163.74', a central angle of 27°07'24", an arc distance of 79.79', and a chord bearing and distance of N 08°04'59" E, 77.51'; thence N 23°12'03" E, 121.58' to a point of curvature; thence northerly along the arc of said curve being concave easterly, having a radius of 684.16', a central angle of 12°20'03", an arc distance of 147.28', and a chord bearing and distance of N 29°22'07" E, 146.99' to a point on a curve; thence easterly along the arc of said curve being concave northerly, having a radius of 187.00', a central angle of 26°11'01", an arc distance of 85.46', and a chord bearing and distance of N 73°31'05" E, 84.72'; thence N 60°25'34" E, 170.54' to a point of curvature; thence northeasterly along the arc of said curve being concave northwesterly, having a radius of 212.41', a central angle of 61°31'29", an arc distance of 228.09', and a chord bearing and distance of N 29°35'53" E, 217.29'; thence N 01°13'48" W, 123.03' to a point of curvature; thence northerly along the arc of said curve being concave westerly, having a radius of 212.00', a central angle of 17°47'54", an arc distance of 65.86', and a chord bearing and distance of N 10°07'46" W, 65.59'; thence N 19°01'43" W, 43.26' to a point of curvature; thence westerly along the arc of said curve being concave southerly, having a radius of 149.00', a central angle of 101°43'22", an arc distance of 264.53', and a chord bearing and distance of N 69°53'23" W, 231.14'; thence S 59°14'56" W, 159.87'; thence N 37°29'32" W, 130.87'; thence N 37°30'00" W, 65.77'; thence N 52°30'00" E, 72.96' to a point of curvature; thence easterly along the arc of said curve being concave southerly, having a radius of 468.00', a central angle of 42°50'43", an arc distance of 349.97', and a chord bearing and distance of N 73°55'22" E, 341.87' to a point of reverse curvature; thence northeasterly along the arc of said curve being concave northwesterly, having a radius of 512.00', a central angle of 44°41'51", an arc distance of 399.42', and a chord bearing and distance of N 72°59'48" E, 389.37' to a point of reverse curvature; thence northeasterly along the arc of said curve being concave southeasterly, having a radius of 488.00', a central angle of 15°22'19", an arc distance of 130.93', and a chord bearing and distance of N 58°20'02" E, 130.53'; thence S 25°00'00" E, 178.38' to a point of curvature; thence southerly along the arc of said curve being concave westerly, having a radius of 88.00', a central angle of 41°22'37", an arc distance of 63.55', and a chord bearing and distance of S 04°18'41" E, 62.18'; thence S 16°22'37" W, 81.19'; to a point of curvature; thence southerly along the arc of said curve being concave easterly, having a radius of 212.00', a central angle of 44°26'58", an arc distance of 164.47', and a chord bearing and distance of S 05°50'52" E, 160.37'; thence S 28°04'21" E, 81.15' to a point of curvature; thence southerly along the arc of said curve being concave westerly, having a radius of 88.00', a central angle of 34°50'13", an arc distance of 53.51', and a chord bearing and distance of S 10°39'14" E, 52.69'; thence S 06°45'52" W, 120.90' to a point on a curve; thence southerly along the arc of said curve being concave easterly, having a radius of 150.04', a central angle of 126°29'19", an arc distance of 331.24', and a chord bearing and distance of S 17°46'44" E, 267.96'; thence S 81°01'24" E, 118.56'; thence N 34°34'18" E, 125.98'; thence N 43°56'59" W, 189.34'; thence N 06°45'52" E, 137.90' to a point on a curve; thence northerly along the arc of said curve being concave westerly, having a radius of 230.00', a central angle of 00°52'49", an arc distance of 3.53', and a chord bearing and distance of N 06°19'28" E, 3.53'; thence N 52°33'12" E, 116.75' to a point on a curve; thence northerly along the arc of said curve being concave westerly, having a radius of 145.82', a central angle of 113°35'38", an arc distance of 289.10', and a chord bearing and distance of N 02°04'09" E, 244.02'; thence northwesterly along the arc of said curve being concave northeasterly, having a radius of 135.36', a central angle of 49°56'03", an arc distance of 117.97', and a chord bearing and distance of N 29°45'38" W, 114.27' to a point of reverse curvature; thence northerly along the arc of said curve being concave westerly, having a radius of 306.76', a central angle of 13°35'31", an arc distance of 72.77', and a chord bearing and distance of N 11°35'22" W, 72.60'; thence N 17°49'15" W, 47.82'; thence N 25°00'00" W, 245.48'; thence N 64°59'38" E, 14.93' to the westerly right-of-way line of U.S. Highway 98; thence N 25°00'41" W, along said westerly right-of-way line for 90.00' to the POINT OF BEGINNING.

TOGETHER WITH all of the Seller's right, title, and interest in and to all tenements, hereditaments, easements, appurtenances, privileges and other rights belonging or in anywise appertaining; including, but not limited to, all rights, uses, and benefits granted, conveyed,

and/or reserved in a certain Declaration of Covenants, Conditions, Restrictions, and Easement Agreement as recorded in O.R. Book 3668, Page 1174 et seq., of the Public Records of Polk County, Florida, but only to the extent the same relate to the above described property.

3780 1959
POLK OFFREC. PAGE

EXHIBIT "B" TO WARRANTY DEED
PERMITTED TITLE EXCEPTIONS

1. Covenants, conditions and restrictions recorded on December 13, 1990, in O.R. Book 2922, Page 1436, public records of Polk County, Florida. Rights under this instrument have been assigned to Cypress Lakes Associates, Ltd., a Florida limited partnership, by an Assignment dated April 23, 1996, filed for record on April 24, 1996, and recorded in O.R. Book 3668, Page 1200, public records of Polk County, Florida. Notice of Reduction of Services (Waste Disposal Service), recorded on December 8, 1995, in O.R. Book 3612, Page 1322, public records of Polk county, Florida.
2. Outfall and drainage ditch easement granted to the State of Florida in instrument recorded on November 12, 1942, in Deed Book 660, Page 455, public records of Polk County, Florida.
3. Reservation of Drainage Easement contained in instrument recorded on March 2, 1973, in O.R. Book 1520, Page 1124, public records of Polk County, Florida. Rights under this instrument have been assigned to Cypress Lakes Associates, Ltd., a Florida limited partnership, under a Warranty Deed dated April 23, 1996, filed for record April 24, 1996, and recorded in O.R. Book 3668, Page 1166, public records of Polk County, Florida.
4. Private Access Easement contained in instrument recorded on October 26, 1990, in O.R. Book 2908, Page 995, public records of Polk County, Florida. Rights under this instrument have been assigned to Cypress Lakes Associates, Ltd., a Florida limited partnership, under a Warranty Deed dated April 23, 1996, filed for record April 24, 1996, and recorded in O.R. Book 3668, page 1166, public records of Polk County, Florida.
5. Amended Notice of Mobile Homeowners Association Right to Purchase the Park recorded on May 8, 1989, in O.R. Book 2738, Page 1463, public records of Polk County, Florida.
6. Future assessments, if any, and other rights of the Southwest Florida Water Management District.
7. Grantor does not warrant title to any riparian or littoral rights, nor any portion of the above described property lying waterward of the ordinary high water mark of Fox Branch Creek.
8. Declaration of Covenants, Conditions, Restrictions, and Easement Agreement, dated and executed April 23, 1996, entered into by and between Cypress Lakes Associates, Ltd., a Florida limited partnership, and Stephen Story, as Trustee of the Hugh F. Culverhouse Trust dated February 4, 1993, as the sole remaining partner of Cypress Lakes Venture, a Florida general partnership, filed for record on April 24, 1996, and recorded in O.R. Book 3668, Page 1174, public records of Polk County, Florida.
9. Memorandum of Purchase and Sale Agreement entered into between Stephen Story, as Trustee of the Hugh F. Culverhouse Trust dated February 4, 1993, as sole remaining partner of Cypress Lakes Venture, a Florida general partnership, and Cypress Lakes Associates, Ltd., a Florida limited partnership, dated April 23, 1996, filed for record on April 24, 1996, and recorded in O.R. Book 3668, Page 1355, public records of Polk County, Florida.
10. Consent Order 89-12, relating to certain corrective actions required on the land, which order was signed by Lawrence McNeill and the Southwest Florida Water Management District on June 26, 1989, and approved by the Governing Board of the Southwest Florida Water Management District on June 27, 1989.

POLKOFFREC. PAGE

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FLORIDA DEPARTMENT OF REVENUE

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RETURN FOR TRANSFERS OF INTEREST IN FLORIDA REAL PROPERTY

Alignment Boxes

BY USING "ALIGNMENT BOXES" TYPED & LINE PRINTED DATA WILL FALL WITHIN ALL FIELDS

IF TYPING THIS DOCUMENT, TYPE AN "X" IN THE ALIGNMENT BOXES ABOVE. CARRIAGE RETURN AND TYPE THROUGH THE HANDPRINT BOXES.

THIS IS A MACHINE READABLE FORM. IF HAND PRINTING THIS DOCUMENT, PLEASE PRINT NUMBERS CAREFULLY WITHIN THE BOXES AS SHOWN AT RIGHT.

Grid for alphanumeric characters A-Z, 0-9

1. PARCEL IDENTIFICATION NUMBER: 3426230000000012010

2. IS THIS A MULTI-PARCEL TRANSACTION? YES [X] / NO [] IS THIS TRANSACTION A SPLIT OR CUTOUT FROM ANOTHER PARCEL? YES [X] / NO []

3. GRANTOR (Seller) Last Name: Cypres Lakes Venture First Name: M.I. PHONE NO.: (813) 287 0023 CORPORATE NAME:

4. GRANTEE (Buyer) Last Name: Cypres Lakes Associates Ltd First Name: M.I. STREET ADDRESS: 5858 Central Ave First Floor CITY/STATE: St Petersburg FL ZIP CODE: 33707- PHONE NO.: (813) 344 1000 CORPORATE NAME:

5. DATE OF SALE: 04/23/96 / SALE PRICE: \$1819150320 PROPERTY LOCATED IN: 63 COUNTY, FLORIDA (COUNTY CODES ON REVERSE)

6. TYPE OF DOCUMENT: Warranty Deed [X] Quit Claim Deed [] Contract / Agreement for Deed [] Other []

7. TO THE BEST OF YOUR KNOWLEDGE, WERE THERE UNUSUAL CIRCUMSTANCES OR CONDITIONS TO THE SALE. MARK (X) THOSE THAT APPLY: Title Defects [], Sale under Duress [], Related to Seller [], Forced sale by Court Order [], Mineral Rights [], Foreclosure [], Sale of a Partial or Undivided Interest [], Other []

8. PROPERTY TYPE AT TIME OF SALE? Residential [], Commercial [X], Industrial [], Agricultural [], Institutional / Miscellaneous [], Government [], Vacant Lot [], Acreage []

9. TO THE BEST OF YOUR KNOWLEDGE, WAS UNUSUAL PERSONAL PROPERTY INCLUDED IN THE SALE? YES [] / NO [X] IF "YES", PLEASE STATE THE AMOUNT ATTRIBUTABLE TO THE PERSONAL PROPERTY: \$

10. AMOUNT OF DOCUMENTARY STAMPS AFFIXED TO DOCUMENT? \$ 12734120

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

I HEREBY CERTIFY THAT THIS RETURN HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE AND COMPLETE RETURN. Signature: [Signature] Date: 4-23-96

TO BE COMPLETED BY THE CLERK OF THE CIRCUIT COURT'S OFFICE: O.R. BOOK AND PAGE NUMBER, FILE NUMBER, DATE BOOK & PAGE NO. OR FILE NO. RECORDED, CLERK'S DATE STAMP

"CLERKS OFFICE TO RETAIN WHITE COPY FOR DEPARTMENT OF REVENUE REPRESENTATIVES - SEND CANARY COPY TO PROPERTY APPRAISER"

Prepared by and return to:
Jacob C. Dykshoorn, Peterson & Myers
P.O. Box 1079, Lake Wales, FL 32859-1079

WARRANTY DEED

This warranty deed is made this 23rd day of April, 1996, between CYPRESS LAKES VENTURE, a Florida general partnership, and STEPHEN F. STORY, as trustee of the HUGH F. CULVERHOUSE TRUST, dated February 4, 1993, whose post office address is Culverhouse, Botts & Story, P.O. Box 23688, Tampa, FL 33623-3688 ("Grantor"), and CYPRESS LAKES ASSOCIATES, LTD., a Florida limited partnership, whose post office address is c/o Community Investment Corporation, 5858 Central Ave., First Floor, St. Petersburg, Florida 33707 ("Grantee"). ("Grantor" and "Grantee" are used for singular or plural, as context requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, paid or given to the Grantor by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to taxes and assessments for the year 1996 and subsequent years, and those matters set forth on Exhibit "B" attached hereto and made a part hereof.

The Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except as stated above.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

Jacob C. Dykshoorn
Print Name: Jacob C. Dykshoorn

Delia M. Hancock
Print Name: Delia M. Hancock

Jacob C. Dykshoorn
Print Name: Jacob C. Dykshoorn

Delia M. Hancock
Print Name: Delia M. Hancock

CYPRESS LAKES VENTURE
a Florida general partnership


By: [Signature]
STEPHEN F. STORY, as trustee of the Hugh F. Culverhouse Trust dated February 4, 1993, as sole remaining partner

[Signature]
STEPHEN F. STORY, as trustee of the Hugh F. Culverhouse Trust, dated February 4, 1993

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23rd day of April, 1996, by STEPHEN F. STORY, as trustee of the HUGH F. CULVERHOUSE TRUST, dated February 4, 1993, as sole remaining partner of CYPRESS LAKES VENTURE, a Florida general partnership, on behalf of said partnership. STEPHEN F. STORY is personally known to me or he has produced a drivers license as identification.

(SEAL)  DELIA M. HANCOCK
MY COMMISSION # CC477325 EXPIRES
October 20, 1999
BONDED THRU TROY PAW INSURANCE, INC.
STATE OF FLORIDA

Delia M. Hancock
Notary Name:
My Commission Expires:

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23rd day of April, 1996, by STEPHEN F. STORY, as trustee of the HUGH F. CULVERHOUSE TRUST, dated February 4, 1993, on behalf of said trust. STEPHEN F. STORY is personally known to me or he has produced a drivers license as identification.

(SEAL)  DELIA M. HANCOCK
MY COMMISSION # CC477325 EXPIRES
October 20, 1999
BONDED THRU TROY PAW INSURANCE, INC.

Delia M. Hancock
Notary Name:
My Commission Expires:

EXHIBIT "A"**MAIN PARCEL**

A tract of land lying in Sections 33 and 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Begin at the Southeast Corner of Section 34, Township 26 South, Range 23 East, Polk County, Florida; thence N.00°48'46"W., along the easterly line of said Section 34 a distance of 2270.65 feet to the Southerly right-of-way of State Road #700 and # 35, also known as U.S. Highway 98 (160 feet wide); thence N.47°17'40"W., along the Southerly right-of-way of said U.S. Highway 98 a distance of 1002.65 feet to the northerly line of a 12.00 foot wide Utility Easement "C" as recorded in O.R. Book 2628, Page 1962 of the Public Records of Polk County, Florida, (the following five calls are along the northerly limits of said utility easement); thence S.42°39'53"W., a distance of 100.91 feet to the point of curvature of a curve to the right, having: a radius of 737.50 feet, a central angle of 23°27'46"; thence along the arc of said curve, an arc length of 302.01 feet to the point of reverse curvature of a curve to the left, having: a radius of 1005.50 feet, a central angle of 44°00'00"; thence along the arc of said curve, an arc length of 772.17 feet to the point of reverse curvature of a curve to the right, having: a radius of 272.62 feet, a central angle of 79°00'00"; thence along the arc of said curve, an arc length of 375.89 feet to the point of compound curvature of a curve to the right, having: a radius of 1132.50 feet, a central angle of 20°08'24"; thence along the arc of said curve, an arc length of 398.08 feet to the end of said curve; thence N.00°41'07"W., a distance of 130.24 feet to the Southeasterly corner of Tract 3, also known as Cypress Lakes Phase 2A, a subdivision as recorded in Plat Book 91, Pages 4 and 5, of the Public Records of Polk County, Florida, (the following nine calls are along the boundary of said Plat); thence N.00°41'07"W., a distance of 703.50 feet; thence N.77°53'17"W., a distance of 769.93 feet to a found concrete monument (LB 1022); thence N.04°30'51"W., a distance of 184.70 feet to a found concrete monument (LB 1022); thence N.37°39'32"W., a distance of 183.09 feet to a found concrete monument (LB 1022); thence S.62°27'19"W., a distance of 188.65 feet to a found concrete monument (LB 1022); thence S.11°26'56"W., a distance of 126.31 feet; thence S.50°16'37"W., a distance of 381.25 feet to a found concrete monument (LB 1022); thence S.10°20'36"W., a distance of 240.94 feet to a found concrete monument (LB 1022); thence S.21°43'40"E., a distance of 225.04 feet; thence S.51°58'06"W., a distance of 323.96 feet; thence S.09°24'33"W., a distance of 133.08 feet; thence N.84°56'40"W., a distance of 192.41 feet; thence N.39°34'27"W., a distance of 103.78 feet; thence S.49°59'33"W., a distance of 76.63 feet; thence N.73°48'22"W., a distance of 26.34 feet; thence N.88°35'05"W., a distance of 186.46 feet; thence S.25°54'47"W., a distance of 51.05 feet; thence S.43°57'46"E., a distance of 250.48 feet to a point of curvature of a curve to the right of which the radius lies S.48°03'57"W. a radial distance of 75.70 feet; thence passing through a central angle of 45°48'52", an arc length of 60.53 feet; thence S.01°51'03"W., a distance of 115.58 feet; thence S.41°18'16"E., a distance of 64.86 feet; thence S.19°57'36"E., a distance of 125.57 feet to a point of curvature of a curve to the left of which the radius lies S.70°14'20"E. a radial distance of 590.00 feet; thence continuing along said curve, passing through a central angle of 8°48'47", an arc length of 90.75 feet to the point of curvature of a curve to the left of which the radius lies S.15°21'01"W. a radial distance of 160.00 feet; thence continuing along said curve, passing through a central angle of 160°15'13", an arc length of 447.51 feet to the end of said curve; thence S.22°37'07"W., a distance of 96.49 feet; thence S.81°19'52"W., a distance of 78.73 feet to the point of curvature of a curve to the left, having: a radius of 147.00 feet, a central angle of 115°17'50"; thence along the arc of said curve, an arc length of 295.81 feet to the point of tangency of said curve; thence S.33°57'58"E., a distance of 51.87 feet to a point of curvature of a curve to the right of which the radius lies N.36°43'10"W. a radial distance of 213.50 feet, said point lying 10 feet northerly of a 53 foot wide utility easement as recorded in O.R. Book 3546, Pages 1692-1698, of the Public Records of Polk County, Florida; (the following 7 calls lie 10 feet northerly of and parallel with said 53 foot wide utility easement); thence continuing along said curve, passing through a central angle of 31°35'02", an arc length of 117.69 feet to the point of tangency of said curve; thence S.84°51'52"W., a distance of 177.12 feet to the point of curvature of a curve to the left, having: a radius of 231.50 feet, a central angle of 85°18'54"; thence along the arc of said curve, an arc length of 344.71 feet to the point of reverse curvature of a curve to the right, having: a radius of 157.37 feet, a central angle of 78°22'49"; thence along the arc of said curve, an arc length of 215.28 feet to the point of compound curvature of a curve to the right, having: a radius of 253.50 feet, a central angle of 33°28'03"; thence along the arc of said curve, an arc length of 148.07 feet to the point of tangency of

said curve; thence N.68°36'10"W., a distance of 104.26 feet to the point of curvature of a curve to the left, having: a radius of 286.50 feet, a central angle of 08°50'40"; thence along the arc of said curve, an arc length of 44.23 feet to the end of said curve; thence N.02°01'16"E., a distance of 258.44 feet to the point of curvature of a curve to the left, having: a radius of 312.00 feet, a central angle of 50°53'56"; thence along the arc of said curve, an arc length of 277.17 feet to the point of tangency of said curve; thence N.48°52'40"W., a distance of 124.61 feet to the point of curvature of a curve to the right, having: a radius of 288.00 feet, a central angle of 14°56'03"; thence along the arc of said curve, an arc length of 75.07 feet to the point of tangency of said curve; thence N.33°56'37"W., a distance of 247.34 feet to the point of curvature of a curve to the right, having: a radius of 73.00 feet, a central angle of 77°55'48"; thence along the arc of said curve, an arc length of 99.29 feet to the point of tangency of said curve; thence N.43°59'11"E., a distance of 21.27 feet to the point of curvature of a curve to the left, having: a radius of 172.00 feet, a central angle of 53°52'55"; thence along the arc of said curve, an arc length of 161.75 feet to the point of tangency of said curve; thence N.09°53'44"W., a distance of 240.04 feet to a point on a utility easement as recorded in O.R. Book 3546, Pages 1687-1691, of the Public Records of Polk County, Florida, said point being the point of curvature of a curve to the left, having: a radius of 53.00 feet, a central angle of 27°41'53"; (the following 2 calls are along the easterly line of said utility easement); thence along the arc of said curve, an arc length of 25.62 feet to the end of said curve; thence N.24°15'42"E., a distance of 122.20 feet; thence S.68°31'47"E., a distance of 86.75 feet to a point of curvature of a curve to the left of which the radius lies N.67°38'09"W. a radial distance of 641.00 feet; thence continuing along said curve passing through a central angle of 11°08'19", an arc length of 124.61 feet to a point of curvature of a curve to the left of which the radius lies N.04°30'56"E. a radial distance of 893.00 feet; thence continuing along said curve, passing through a central angle of 12°53'57", an arc length of 201.04 feet to the point of tangency of said curve; thence N.81°36'59"E., a distance of 30.61 feet; thence S.19°54'59"E., a distance of 23.96 feet to the point of curvature of a curve to the right, having: a radius of 188.00 feet, a central angle of 12°50'02"; thence along the arc of said curve, an arc length of 42.11 feet to the point of tangency of said curve; thence S.07°04'57"E., a distance of 151.91 feet to a point of curvature of a curve to the left of which the radius lies S.55°49'06"E. a radial distance of 149.00 feet; thence continuing along said curve, passing through a central angle of 262°31'41" an arc length of 682.71 feet to the end of said curve; thence N.07°04'57"W., a distance of 151.91 feet to the point of curvature of a curve to the left, having: a radius of 412.00 feet, a central angle of 12°50'02"; thence along the arc of said curve, an arc length of 92.29 feet to the point of tangency of said curve; thence N.19°54'59"W., a distance of 24.20 feet to a point of curvature of a curve to the left of which the radius lies N.33°12'44"W., a radial distance of 487.00 feet; thence continuing along said curve, passing through a central angle of 17°16'54", an arc length of 146.89 feet to the point of tangency of said curve; thence N.39°30'22"E., a distance of 227.00 feet to the point of curvature of a curve to the left, having: a radius of 222.00 feet, a central angle of 65°27'45"; thence along the arc of said curve, an arc length of 253.64 feet to the point of tangency of said curve; thence N.25°57'23"W., a distance of 264.96 feet; thence S.74°26'19"W., a distance of 1119.55 feet to a point of curvature of a curve to the right of which the radius lies N.28°39'11"E. a radial distance of 288.00 feet; thence continuing along said curve, passing through a central angle of 27°35'40", an arc length of 138.70 feet to the end of said curve; thence S.56°10'14"W., a distance of 286.65 feet; thence S.36°47'24"E., a distance of 39.51 feet to the point of curvature of a curve to the right, having: a radius of 202.00 feet, a central angle of 36°40'23"; thence along the arc of said curve, an arc length of 129.29 feet to the point of tangency of said curve; thence S.00°07'01"E., a distance of 168.42 feet; thence S.89°52'59"W., a distance of 114.12 feet to a point of curvature of a curve to the right of which the radius lies N.88°02'19"W., a radial distance of 190.00 feet; thence continuing along said curve, passing through a central angle of 10°40'36", an arc length of 35.41 feet to the end of said curve; thence N.77°21'43"W., a distance of 201.44 feet to a point on the westerly line of the Northeast 1/4 of the Southeast 1/4 of Section 33, Township 26 South, Range 23 East; thence S.00°34'28"E., along said westerly line, a distance of 2388.21 feet to the Southwest Corner of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence N.89°37'21"E., along the southerly line of said Section 33 a distance of 1326.38 feet to the Southwest Corner of aforementioned Section 34; thence N.89°22'28"E., along the southerly line of said Section 34, a distance of 5323.22 feet to the POINT OF BEGINNING

ALSO:

A:DEED.LEG

Page 2 of 6

SEWAGE TREATMENT FACILITY:

A tract of land lying in Section 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of Section 34, Township 26 South, Range 23 East, Polk County, Florida; thence N.00°48'46"W., along the easterly line of said Section 34 a distance of 2270.65 feet to the Southerly right-of-way of State Road #700 and # 35, also known as U.S. Highway 98 (160 feet wide); thence N.47°17'40"W., along the Southerly right-of-way of said U.S. Highway 98 a distance of 1297.31 feet to a point on a curve to the right, of which the radius point lies N.42°42'05"E., a radial distance of 5824.26 feet; thence along the arc in a northwesterly direction, passing through a central angle of 06°26'52", an arc length of 655.45 feet to a point along said curve; thence S.49°08'58"W., a distance of 57.61 feet to the POINT OF BEGINNING of the Sewage Treatment Facility, thence S.10°18'32"E., a distance of 237.43 feet; thence S.02°07'38"E., a distance of 59.01 feet; thence S.53°02'17"W., a distance of 66.47 feet; thence N.43°24'57"W., a distance of 73.58 feet; thence N.36°27'45"W., a distance of 199.36 feet; thence N.74°43'47"E., a distance of 70.39 feet; thence N.27°01'16"W., a distance of 12.48 feet; thence N.52°17'35"E., a distance of 145.67 feet to the POINT OF BEGINNING.

**LESS GOLF COURSE PARCEL 1, GOLF COURSE PARCEL 2,
INFORMATION CENTER AND THE FOLLOWING DESCRIBED
LOTS WITHIN CYPRESS LAKES PHASE 2A:**

GOLF COURSE PARCEL 1:

A tract of land lying in Section 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of Section 34, Township 26 South, Range 23 East, Polk County, Florida; thence N.00°48'46"W., along the easterly line of said Section 34 a distance of 1510.83 feet; thence West, a distance of 637.62 feet to the POINT OF BEGINNING of Golf Course Parcel 1; thence S.01°06'52"E., a distance of 268.18 feet to a point on a curve to the left of which the radius lies S.08°16'25"E. a radial distance of 565.93 feet; thence continuing along said curve, passing through a central angle of 35°50'00", an arc length of 353.94 feet to the end of said curve; thence S.46°31'54"W., a distance of 807.89 feet; thence S.37°15'57"W., a distance of 234.95 feet to the northerly limits of a 12.00 foot wide utility easement as recorded in O.R. Book 2628, Page 1962 of the Public Records of Polk County, Florida (the following two calls are along the northerly side of said easement); thence N.51°14'05"W., a distance of 113.32 feet to the point of curvature of a curve to the left, having: a radius of 373.58 feet, a central angle of 22°58'36"; thence along the arc of said curve, an arc length of 149.81 feet to the end of said curve; thence N.15°47'25"E., a distance of 76.72 feet to the point of curvature of a curve to the left, having: a radius of 165.00 feet, a central angle of 89°53'55"; thence along the arc of said curve, an arc length of 258.89 feet to the point of tangency of said curve; thence N.74°06'30"W., a distance of 246.40 feet to a point on the easterly limits of aforementioned 12.00 foot wide utility easement, said point being on a curve to the right of which the radius lies S.74°06'30"E. a radial distance of 1045.36 feet (the following two calls are along said utility easement); thence continuing along said curve, passing through a central angle of 11°07'06", an arc length of 202.85 feet to the point of reverse curvature of a curve to the left, having: a radius of 580.98 feet, a central angle of 10°22'24"; thence along the arc of said curve, an arc length of 105.19 feet to the end of said curve; thence N.82°32'43"E., a distance of 262.87 feet to the point of curvature of a curve to the left, having: a radius of 170.00 feet, a central angle of 100°32'02"; thence along the arc of said curve, an arc length of 298.29 feet to the point of tangency of said curve; thence N.17°59'19"W., a distance of 23.99 feet; thence N.72°00'41"E., a distance of 83.48 feet to the point of curvature of a curve to the left, having: a radius of 160.00 feet, a central angle of 234°12'55"; thence along the arc of said curve, an arc length of 654.05 feet to a point on a curve to the right of which the radius lies N.25°07'42"W. a radial distance of 1143.85 feet; thence continuing along said curve, passing through a central angle of 11°23'51", an arc length of 227.54 feet to a point on a curve to the right of which the radius lies N.68°28'14"E. a radial distance of 392.26 feet; thence continuing along said curve, passing through a central angle of 43°19'42", an arc length of 296.64 feet to the point of tangency of said curve; thence

N.21°47'56"E., a distance of 78.15 feet; thence N.72°29'25"W., a distance of 87.80 feet returning to a point on the aforementioned 12.00 foot wide utility easement (the following four calls are along the southerly limits of said utility easement); thence N.22°09'06"E., a distance of 9.48 feet to a point on a curve to the right, having: a radius of 22.50 feet, a central angle of 87°32'59"; thence along the arc of said curve, an arc length of 34.38 feet to the point of reverse curvature of a curve to the left, having: a radius of 1217.50 feet, a central angle of 08°13'16"; thence along the arc of said curve, an arc length of 174.69 feet to the point of compound curvature of a curve to the left, having: a radius of 357.62 feet, a central angle of 57°30'40"; thence along the arc of said curve, an arc length of 358.96 feet to the end of said curve; thence S.65°41'28"E., a distance of 54.33 feet to the point of curvature of a curve to the left, having: a radius of 759.22 feet, a central angle of 20°01'37"; thence along the arc of said curve, an arc length of 265.37 feet to the point of reverse curvature of a curve to the right, having: a radius of 506.89 feet, a central angle of 25°25'50"; thence along the arc of said curve, an arc length of 224.98 feet to the point of tangency of said curve; thence S.60°17'16"E., a distance of 379.07 feet to the point of curvature of a curve to the right, having: a radius of 186.62 feet, a central angle of 59°28'15"; thence along the arc of said curve, an arc length of 193.70 feet returning to the POINT OF BEGINNING of Golf Course Parcel 1.

GOLF COURSE PARCEL 2:

A tract of land lying in Section 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of Section 34, Township 26 South, Range 23 East, Polk County, Florida; thence S.89°22'28"W., along the southerly line of said Section 34, a distance of 4336.32 feet to the POINT OF BEGINNING of Golf Course Parcel 2; thence N.00°37'32"W., a distance of 143.44 feet to the point of curvature of a curve to the left, having: a radius of 149.00 feet, a central angle of 13°26'20"; thence along the arc of said curve, an arc length of 34.95 feet to the end of said curve; thence N.43°17'35"W., a distance of 98.86 feet; thence N.38°07'44"W., a distance of 81.72 feet to a point on a curve to the left, of which the radius lies S.50°10'26"W., a radial distance of 312.00 feet; thence continuing along said curve, passing through a central angle of 10°34'45", an arc length of 57.61 feet to the point of tangency of said curve; thence N.50°24'19"W., a distance of 89.88 feet to the point of curvature of a curve to the left, having: a radius of 312.00 feet, a central angle of 36°55'06"; thence along the arc of said curve, an arc length of 201.04 feet to the end of said curve; thence N.86°51'20"W., a distance of 65.41 feet to a point on a curve to the left, of which the radius lies S.76°22'49"W., a radial distance of 401.07 feet; thence continuing along said curve, passing through a central angle of 29°06'53", an arc length of 203.80 feet to the end of said curve; thence N.46°05'52"W., a distance of 34.16 feet to a point on a curve to the left, of which the radius lies N.77°07'05"W., a radial distance of 230.37 feet (the following four calls run 10 feet easterly and Southerly of, and parallel to a 53.00 foot wide utility easement as recorded in O.R. Book 3546, Pages 1692-1698 of the Public Records of Polk County, Florida); thence continuing along said curve, passing through a central angle of 13°19'57", an arc length of 53.61 feet to the point of reverse curvature of a curve to the right, having: a radius of 158.50 feet, a central angle of 85°18'54"; thence along the arc of said curve, an arc length of 236.01 feet to the point of tangency of said curve; thence N.84°51'52"E., a distance of 177.12 feet to the point of curvature of a curve to the left, having: a radius of 286.50 feet, a central angle of 30°52'55"; thence along the arc of said curve, an arc length of 154.42 feet to the end of said curve; thence S.32°36'15"E., a distance of 19.06 feet; thence S.54°51'19"E., a distance of 86.45 feet; thence S.76°35'05"E., a distance of 99.60 feet; thence N.85°07'40"E., a distance of 72.58 feet; thence N.59°58'36"E., a distance of 198.43 feet; thence S.37°51'54"E., a distance of 705.76 feet to the point of curvature of a curve to the left, having: a radius of 444.66 feet, a central angle of 29°36'31"; thence along the arc of said curve, an arc length of 229.79 feet to the point of tangency of said curve; thence S.67°28'25"E., a distance of 223.19 feet; thence S.86°24'27"E., a distance of 148.18 feet; thence N.41°38'35"E., a distance of 125.88 feet; thence N.16°15'22"W., a distance of 152.55 feet; thence N.47°41'23"W., a distance of 106.50 feet; thence N.19°57'02"W., a distance of 164.64 feet; thence N.10°24'59"W., a distance of 336.23 feet; thence N.10°46'07"E., a distance of 139.70 feet to a point on a curve to the left, of which the radius lies N.78°24'15"W., a radial distance of 160.00 feet; thence continuing along said curve, passing through a central angle of 130°50'48", an arc length of 365.39 feet to the end of said curve; thence N.86°57'58"W., a distance of 51.46 feet to a point on a curve to the right of which the radius lies N.15°18'38"E., a radial distance of 405.58 feet; thence continuing along said curve, passing through a central angle of 36°07'26", an arc length of 255.71 feet to the end of said

curve; thence N.03°58'44"E., a distance of 117.30 feet to the point of curvature of a curve to the left, having: a radius of 160.00 feet, a central angle of 141°34'33"; thence along the arc of said curve, an arc length of 395.35 feet to the end of said curve; thence N.75°18'02"W., a distance of 158.14 feet to the southerly limits of a 12.00 foot wide utility easement as recorded in O.R. Book 2613, Pages 2019-2020 of the Public Records of Polk County, Florida (the following two calls are along said utility easement); thence N.53°32'12"E., a distance of 138.27 feet; thence N.50°03'41"E., a distance of 259.28 feet; thence N.51°41'17"E., a distance of 444.60 feet to the easterly boundary of Tract 3, Cypress Lakes Phase 2A, a subdivision as recorded in Plat Book 91, Pages 4 and 5 of the Public Records of Polk County, Florida (the following four calls are along the southerly lines of said Tract 3); thence S.21°43'40"E., a distance of 161.93 feet, to a found concrete monument (LB 1022); thence S.84°47'35"E., a distance of 402.67 feet, to a found concrete monument (LB 1022); thence N.62°03'26"E., a distance of 138.76 feet, to a found concrete monument (LB 1022); thence, on line with a found concrete monument (LB 1022) which bears N.19°26'06"E., a distance of 264.74 feet from the last described point, run a distance of 245.86 feet to a point on the southerly line of a 12.00 foot wide utility easement as recorded in O.R. Book 2628, Page 1962 of the Public Records of Polk County, Florida, said point also being on a curve to the right, of which the radius lies S.06°34'06"W., a radial distance of 659.12 feet (the following four calls are along said utility easement); thence continuing along said curve, passing through a central angle of 32°27'22", an arc length of 373.37 feet to the point of reverse curvature of a curve to the left, having: a radius of 1217.50 feet, a central angle of 15°07'46"; thence along the arc of said curve, an arc length of 321.49 feet to the point of reverse curvature of a curve to the right, having: a radius of 22.50 feet, a central angle of 87°33'01"; thence along the arc of said curve, an arc length of 34.38 feet to the end of said curve; thence S.21°26'47"W., a distance of 20.80 feet; thence N.72°18'56"W., a distance of 67.81 feet; thence N.80°03'56"W., a distance of 24.51 feet; thence S.21°47'57"W., a distance of 50.36 feet to the point of curvature of a curve to the left, having: a radius of 632.26 feet, a central angle of 42°29'30"; thence along the arc of said curve, an arc length of 468.90 feet to the end of said curve; thence S.69°18'25"W., a distance of 10.00 feet; thence S.13°42'57"E., a distance of 201.30 feet; thence S.03°59'48"W., a distance of 105.05 feet; thence S.25°21'44"W., a distance of 61.09 feet; thence S.66°12'00"E., a distance of 92.00 feet, returning to the aforementioned utility easement, said point being on a curve to the right, of which radius lies N.66°12'00"W., a radial distance of 520.94 feet (the following ten calls run along said utility easement); thence continuing along said curve, passing through a central angle of 03°12'36", an arc length of 29.19 feet to the point of reverse curvature of a curve to the left, having: a radius of 1105.36 feet, a central angle of 21°35'10"; thence along the arc of said curve, an arc length of 416.44 feet to the point of reverse curvature of a curve to the right, having: a radius of 404.30 feet, a central angle of 25°12'42"; thence along the arc of said curve, an arc length of 177.90 feet to the end of said curve; thence S.61°03'53"E., a distance of 63.56 feet to a point on a curve to the right, of which radius lies N.87°29'07"E., a radial distance of 23.00 feet; thence continuing along said curve, passing through a central angle of 115°12'21", an arc length of 46.25 feet to the point of reverse curvature of a curve to the left, having: a radius of 439.04 feet, a central angle of 23°19'12"; thence along the arc of said curve, an arc length of 178.69 feet to the point of tangency of said curve; thence N.89°22'16"E., a distance of 112.59 feet to the point of curvature of a curve to the right, having: a radius of 313.58 feet, a central angle of 39°23'38"; thence along the arc of said curve, an arc length of 215.60 feet to the point of tangency of said curve; thence S.51°14'06"E., a distance of 32.39 feet; thence S.38°45'54"W., a distance of 88.00 feet; thence S.51°14'06"E., a distance of 297.93 feet to the point of curvature of a curve to the left, having: a radius of 430.86 feet, a central angle of 29°31'34"; thence along the arc of said curve, an arc length of 222.03 feet to the end of said curve; thence S.00°37'23"E., a distance of 21.74 feet to a point on the southerly line of said Section 34; thence running along said southerly line S.89°22'28"W., a distance of 2921.32 feet returning to the POINT OF BEGINNING of Golf Course Parcel 2.

INFORMATION CENTER:

A tract of land lying in Section 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of Section 34, Township 26 South, Range 23 East, Polk County, Florida; thence N.00°48'46"W., along the easterly line of said Section 34 a distance of 1979.70 feet to the POINT OF BEGINNING, of said Information Center; thence S.89°11'14"W., a distance of 175.04 feet to the point of curvature of a curve to the left, having: a radius of 150.00 feet, a central angle of 44°44'11"; thence along the arc of said curve, an arc length of 117.12 feet to a point on a curve to the left of which the radius lies S.04°44'29"E., a radial distance of 632.36 feet; thence continuing along said curve, passing through a central angle of 26°08'07", an arc length of 288.45 feet to the end of said curve; thence N.58°49'30"W., a distance of 130.67 feet to a point on a curve to the left of which the radius lies N.87°14'43"W., a radial distance of 146.00 feet; thence continuing along said curve, passing through a central angle of 126°05'04", an arc length of 321.29 feet to the end of said curve; thence N.58°21'44"W., a distance of 53.96 feet to a point on a curve to the left of which the radius lies S.29°42'46"W., a radial distance of 742.89 feet; thence continuing along said curve, passing through a central angle of 25°25'50", an arc length of 329.73 feet to the point of reverse curvature of a curve to the right, having: a radius of 523.22 feet, a central angle of 23°30'58"; thence along the arc of said curve, an arc length of 214.75 feet to a point on the southerly limits of a 12.00 foot wide utility easement as described in O.R. Book 2628, Page 1962 of the Public Records of Polk County, Florida (the following three calls are along said utility easement), said point being on a curve to the right of which the radius lies S.61°18'36"E., a radial distance of 920.50 feet; thence continuing along said curve, passing through a central angle of 37°26'14", an arc length of 601.46 feet to the point of reverse curvature of a curve to the left, having: a radius of 822.50 feet, a central angle of 23°27'45"; thence along the arc of said curve, an arc length of 336.81 feet to the point of tangency of said curve; thence N.42°39'53"E., a distance of 100.85 feet to a point on the westerly right-of-way of State Road #700 and #35, also known as U.S. Highway 98 (160 feet wide); thence S.47°17'40"E., along said right-of-way a distance of 917.65 feet a point on the East line of said Section 34; thence S.00°48'46"E., along the East line of said Section 34 a distance of 290.95 feet, returning to the POINT OF BEGINNING of the Information Center.

LOTS WITHIN CYPRESS LAKES PHASE 2A, PLAT BOOK 91, PAGES 4 AND 5

Lots 389, 390, 391, 392, 396, 397, the East 5 feet of 398, 399, 401, 405, 406, 407, 408, 409, 410, 412, 413, 414, 416, 418, 419, 421, 431, 432, 443, 445, 446, 447, 452, 456, 457, 460, 461, 462, 463, 464, 465, 466, 467, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, and 483 of Cypress Lakes Phase 2A, a subdivision, according to the plat thereof as recorded in Plat Book 91, Pages 4 and 5, of the Public Records of Polk County, Florida.

It is the intent to include in this deed all other lands lying within the plat of Cypress Lakes Phase 2A, Plat Book 91, Pages 4 and 5, not specifically excluded above.

Included with the land conveyed by this deed are the following described easements:

Together with the drainage easement described as Attachment 2 created in the Warranty Deed dated the 1st day of March, 1973, as recorded in Official Records Book 1520, Page 1124, public records of Polk County, Florida; and

Together with the Cul-De-Sac Easement and Boulevard Tract created in that Access Easement from Cypress Lakes Venture, a Florida general partnership, dated and recorded on the 26th day of October, 1990, in Official Records Book 2908, Page 995, public records of Polk County, Florida.

**EXHIBIT "B" TO DEED
PERMITTED TITLE EXCEPTIONS**

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Cypress Lakes Phase - 2A, as recorded in Plat Book 91, Pages 4 and 5, Public Records of Polk County, Florida.
2. Covenants, conditions, and restrictions recorded December 13, 1990, in O.R. Book 2922, Page 1436, Public Records of Polk County, Florida.
3. Easement contained in instrument recorded November 12, 1942, Deed Book 660, Page 455, Public Records of Polk County, Florida.
4. Reservation of Drainage Easement contained in instrument recorded March 2, 1972, in O.R. Book 1520, Page 1124, Public Records of Polk County, Florida.
5. Easement contained in instrument recorded March 16, 1988, in O.R. Book 2613, Page 2019, Public Records of Polk County, Florida.
6. Easement contained in instrument recorded March 16, 1988, in O. R. Book 2613, Page 2021, Public Records of Polk County, Florida.
7. Easement contained in instrument recorded May 5, 1988, in O.R. Book 2628, Page 1962, Public Records of Polk County, Florida.
8. Private Access Easement contained in instrument recorded October 26, 1990, in O. R. Book 2908, Page 995, Public Records of Polk County, Florida.
9. Easement contained in instrument recorded June 27, 1995, in O.R. Book 3546, Page 1687, Public Records of Polk County, Florida.
10. Easement contained in instrument recorded June 27, 1995, in O.R. Book 3546, Page 1692, Public Records of Polk County, Florida.
11. Amended Notice of Mobile Homeowners Association Right to Purchase the Park recorded May 8, 1989, in O.R. Book 2738, Page 1463, Public Records of Polk County, Florida. The property is subject to the provisions of Chapter 723, Florida Statutes, relating to mobile home park tenancies.
12. Notice of Reduction of Services (Waste Disposal Service), recorded December 8, 1995, in O.R. Book 3612, Page 1322, Public Records of Polk County, Florida.
13. Declaration of Covenants, Conditions, Restrictions, and Easement Agreement, entered into between Cypress Lakes Associates, Ltd., and Stephen Story, as Trustee of the Hugh F. Culverhouse Trust, dated February 4, 1993, which instrument shall be recorded on the same date herewith.

AD

EXHIBIT C

The Company's representative has performed a reasonable investigation of the Cypress Lakes system. The water plant appears to be in satisfactory condition and meets applicable standards set forth by the Department of Environmental Protection. The wastewater plant has problems with capacity during the peak flow periods and requires expansion to meet future and existing flow demands. The need for expansion is addressed in the internal memorandum from FDEP (copy attached) which indicates that the plant capacity is already exceeded. Expansion will be required to serve additional units. Operational problems with the facility are evident during peak flow periods as evidenced by the warning letter presented by FDEP (copy attached). These problems are partly due to inadequately sized facilities.

In order to resolve the problems, meetings were held with the seller and his engineer to determine the required improvements. A preliminary list of plant improvements was developed by their engineer to meet future capacity requirements (copy attached). This list was discussed at a meeting with the engineer and several changes were suggested by Utilities, Inc. due to the close proximity of residences when the plant reaches buildout. Suggested changes are outlined in the letter to Mr. Gaylor dated September 3, 1997 (copy attached).

Preliminary cost estimates for the plant expansion were developed and are shown in the attached table. More precise costs will be made available once the preliminary design is finished.

I N T E R O F F I C E M E M O R A N D U M

Date: 28-Oct-1993 11:33am EST
From: Lorri Floyd TPA
FLOYD L
Dept: Southwest District Offi
Tel No: 813/744-6100
SUNCOM: 542-6100 Ext. 302

TO: Steve Thompson Bartow

(THOMPSON_S)

Subject: Cypress Lakes Phase V-A

Steve,

I am reviewing an application for a project called Cypress Lakes Phase V-A, which is basically a modification of a previously issued permit for Phase V. (A portion of Phase V was redesigned, and subsequently needed to be repermited.) The modification will result in a net increase of 1,625 gpd over what was previously committed for Phase V.

The problem is...

The permit for Phase V was issued right after our new and improved collection system policy went into effect. (We're still trying to figure out exactly how to apply it.) Subsequently, although it overcommitted the plant even beyond the expansion to .160 MGD, the permit for Phase V was issued based on the fact that a capacity analysis report had been approved for the facility, so a suitable "plan" was in place for expansion. We rarely do this - I've never actually applied this portion of the policy on a consistent basis because I'm somewhat uncomfortable with it (It's hard to teach an old dog new tricks).

At the present time, the "statistics" for the plant are as follows:

Design flow:	0.160 MGD	
High 3-mth. avg.:	0.063 "	
Committed flow:	0.166 "	(This total was achieved after deleting the portion of Ph. V that will be modified through this permit.)

If the permit for Phase V-A is issued, the 0.160 MGD plant will be committed for a total of 0.188 MGD (which, as I said previously, is an increase of only 1,625 gpd over existing commitments against the plant).

The question is...

Is the plant currently in compliance with the approved CAR, and do you have any objection to issuing the permit for Phase V-A based upon the CAR instead of a DC?

Have I made this sufficiently confusing? If you have any questions or if I have failed to make the situation perfectly clear (heaven forbid!), please give me a call.

Thanks.

Memorandum

TO: Richard D. Garrity

THROUGH: Joe Amato *gla*

Day 90 1-31-94

FROM: Lorri Floyd *LAF*

Polk County - DW

DATE: 11-16-93

SUBJECT: Cypress Lakes Phase II - A
Construction of a wastewater collection/transmission system with an anticipated flow of 22,000 gpd

This is a dry/wet line approval with ultimate connection to the Cypress Lakes WWTP. This project represents a re-design of a portion of a previously approved development, & will result in a net increase of only 6,25 gpd over existing commitments for the development. An approved capacity analysis report is in place for the Cypress Lakes WWTP, & recommendation for approval of this permit is based upon that fact.

Current WWTP Information:

Design Flow	<u>0.160</u>	MGD
High 3-month Average	<u>0.063</u>	MGD
Committed Flow	<u>0.166</u>	MGD

Therefore, permit CS 57-238-013, attached and issued until 8-31-96, is recommended for issuance at this time.

Attachment

Please return to Muriel Gorsuch in Domestic Waste.



Department of Environmental Protection

Lawton Chiles
Governor

Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619

Virginia B. Wetherell
Secretary

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

January 28 1997
Polk County-DW

Mr. M. Steven Sembler
Cypress Lakes Associates, Ltd.
c/o Sembler Investments
5858 Central Avenue
St. Petersburg, FL. 33707

re: Warning Letter No. WL970001DW53SWD
Cypress Lakes Wastewater Treatment Plant

Dear Mr. Sembler:

The purpose of this letter is to advise you of possible violations of law for which you may be responsible, and to seek your cooperation in resolving the matter. A field inspection and file review conducted on January 17, 1997 indicate that a violation of Florida Statutes and Rules may exist at the above described facility. Department of Environmental Protection personnel observed the following:

1. Monthly Operating Reports indicate that influent CBOD5 and TSS and effluent CBOD5, TSS and Nitrate are not being sampled every two weeks, as required.
2. Monthly Operating Reports indicate that the permit limit for Fecal Coliform counts was exceeded once in May and once in June, 1996.
3. The May and June, 1996 Monthly Operating Reports indicate that the geometric mean of the Fecal Coliform results was incorrectly calculated.
4. The February and March, 1996 Monthly Operating Reports indicate that Fecal Coliform was not sampled daily, as required.
5. Monthly Operating Reports indicate that Percent Capacity is being incorrectly calculated.
6. Monthly Operating Reports indicate that CBOD5, TSS and Nitrate are not being correctly recorded on the summary page.
7. The November, 1996 Monthly Operating Report indicates that the Fecal Coliform sampling and analysis times are the same.
8. The flow measuring device has not been calibrated annually as required.
9. The surge tank was completely full and bypassing into the aeration tank. Therefore, the surge tank was not functioning properly.
10. Several air diffusers were leaking.

"Protect, Conserve and Manage Florida's Environment and Natural Resources"

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11. There were excessive solids on the surface of both clarifiers.
12. The stilling well of the east plant contained foam which was carrying over into the clarifier.
13. Solids were observed going over both weirs and entering the chlorine contact chamber.
14. The gas chlorination system lacked proper safety features. There was no ammonia solution and the scales were not being used.
15. The east sand filter was clogged.
16. The reuse system reject alarm light was lit. There was, however, no diversion of effluent to the reject pond taking place, indicating an override of the automatic reject system.
17. The reject pond had recently overflowed its berms and flowed into a nearby wetland. However, the Department did not receive notification of this abnormal event.
18. The Department has not received the annual summary report of sludge removed from the plant.
19. The reject pond completely full, therefore, one day of storage in the pond was not being maintained.

Although not a violation, you are hereby requested to provide to the Department an update to your Operating Protocol required for public access reuse systems, pursuant to the guidelines for Operating Protocols established in Rule 62-610.320(6), Florida Administrative Code.

Rule 62-601.300(1), Florida Administrative Code, provides that wastewater treatment facilities shall monitor the influent for CBOD5 and suspended solids, and the reclaimed water for all reclaimed water limitations which are identified in the wastewater permit.

Rules 62-4.130 and 62-600.750, Florida Administrative Code, provide that if the permittee is temporarily unable to comply with any of the conditions of the permit due to breakdown of equipment or destruction by hazard of fire, wind or by other cause, the permittee shall immediately notify the Department.

Rule 62-600.740(2)(g), Florida Administrative Code, provides that the submission, by the owner, manager or operator of a domestic wastewater facility, or agent thereof, of false, misleading or inaccurate information or operational reports to the Department, either knowingly or through neglect, is prohibited.

Rule 62-600.440(5)(f), Florida Administrative Code, provides that for facilities to provide high-level disinfection shall be designed to result in a reclaimed water in which any one fecal coliform sample shall not exceed 25 fecal coliform values per 100mL of sample.

Rule 62-601.200(17), Florida Administrative Code, provides that a flow measuring device shall be calibrated annually.

Rule 62-600.410(6), Florida Administrative Code, provides that all facilities and equipment necessary for the treatment, reuse and disposal of domestic wastewater and domestic wastewater residuals shall be maintained, at a minimum, so as to function as intended.

Rule 62-600.740(2)(a), Florida Administrative Code, provides that it is a violation, and therefore prohibited, to release wastewater effluent or residuals without proper treatment.

Warning Letter No. WL970001DW53SWD
Page Three

Section 403.088, Florida Statutes, and Rule 62-3.404, Florida Administrative Code, provide that it is a violation, and therefore prohibited, for a facility to cause or allow the disposal of pollutant materials onto the ground, if the disposal results in a discharge to groundwater.

Rule 62-610.462(1), Florida Administrative Code, provides that public access reuse systems shall have a minimum Class 1 reliability as described in Rule 62-610.300(4)(c), Florida Administrative Code.

Rule 62-640.700(3)(p), Florida Administrative Code, provides that records of residuals application rates must be maintained by the wastewater treatment plant permittee and must be available for inspection upon request by the Department. Rule 62-640.700(3)(p), F.A.C. further provides that a summary of the total domestic wastewater residuals, nitrogen and heavy metals applied on an annual basis shall be provided.

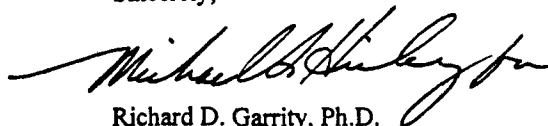
Rule 62-610.464(3), Florida Administrative Code, provides that reject water storage shall have, at a minimum, the volume equal to one day flow at the average daily design flow of the treatment plant, or the average daily permitted flow of the wastewater treatment plant, whichever is less.

The activities observed during the Department's field inspection and any other activities at your facility that may be contributing to violations of the above described statutes or rules should be ceased. Operation of a facility in violation of state statutes or rules may result in liability for damages and restoration, and the judicial imposition of civil penalties up to \$10,000.00 per violation per day pursuant to Sections 403.141 and 403.161, Florida Statutes.

YOU ARE HEREBY REQUESTED TO CONTACT MICHELE HENNESSY DUGGAN at (813) 7446100, extension 335 within 15 days of receipt of this Warning Letter to arrange a meeting to discuss this matter. The Department is interested in reviewing any facts you may have that will assist in determining whether any violations have occurred. You may bring anyone with you to the meeting that you feel could help resolve this matter.

PLEASE BE ADVISED that this Warning Letter is part of an agency investigation, preliminary to agency action in accordance with Section 120.57(4), Florida Statutes. We look forward to your cooperation in completing the investigation and resolution of this matter.

Sincerely,



Richard D. Garrity, Ph.D.
Director of District Management
Southwest District

RDG/mhd
cc: Michael Christopher, COS

FAX TRANSMISSION

RECEIVED
AUG 29 *JW*
1997

GAYLOR ENGINEERING

400 DOUGLAS AVE., SUITE C
DUNEDIN, FL 34698
(813) 785-8844
FAX: (813) 736-2953

To: Mr. Steve Sembler **Date:** August 22, 1997
Fax #: 579-0145 **Pages:** 4, including this cover sheet.
From: Michael J. Gaylor, P.E.
Subject: Cypress Lakes Wastewater Treatment Plant

Dear Steve:

Bill and I met with Mike Dunn, and Dave the operator of the Cypress Lakes Wastewater Treatment Plant on Thursday afternoon. The meeting went quite well and we have a basic agreement on the concept design of the expansion of the wastewater plant.

I am forwarding herewith a copy of our design basis document that was used during the meeting that is the guide for the design of the plant. As you will note, the ultimate capacity of the plant will be 260,000 gallons serving the maximum day flows and this volume will adequately serve the park at its total build out. Please further note that the permitted units for the park at this point in time total 1,117 plus the club house. It is agreed that these are all tied into the existing system and will be served by the existing plant. There remains, therefore, 400 units to be built and to be served by the additional plant expansion.

In order to keep on our schedule we will meet with suppliers and contractors to determine a preliminary cost estimate for the facility as conceptualized. This will be forwarded to you within the next two weeks so that you can make a business decision as to whether to build the plant yourself or to have Utilities, Inc. build the facility. Additionally, we intend to meet with Joe Squitieri of DEP to insure that we are incorporating all requirements from the State's perspective. Their specific codes will be met and we will include anything that is required in the plant design.

If you have any questions please do not hesitate to contact me.

MICHAEL J. GAYLOR, P.E.

Plant Expansion Requirements

- 1) Convert existing 60,000 gallon plant to surge tank and sludge digestion.
- 2) Convert surge tank, digester and clarifier in existing 100,000 gallon plant to aeration.
- 3) Construct new bar screen and influent box at south end of existing 60,000 gallon plant.
- 4) Construct 120,000 gallons of new aeration capacity.
- 5) Construct new 44,000 gallon clarifier.
- 6) Construct new effluent filter for 160,000 gallon capacity.
- 7) Construct new chlorine contact chamber.
- 8) Construct 80,000 gallons of additional reject pond capacity.
- 9) Construct new instrumentation, electrical service, yard piping, blowers, etc.

UTILITIES, INC. OF FLORIDA

200 Weathersfield Avenue
Altamonte Springs, Florida 32714

Telephone: 407-869-1919
Fax: 407-869-6961

September 3, 1997

Mr. Michael Gaylor, P.E.
400 Douglas Avenue, Suite C
Dunedin, FL 34698

Re: Cypress Lakes Wastewater Treatment Plant

Dear Mr. Gaylor:

The basic design assumptions for the proposed expansion of the wastewater treatment plant were reviewed. Several items were discussed at the meeting which need to be incorporated into the final design stage. Items discussed are listed:

1. The aeration tank which is proposed for conversion to a surge tank is settling. A structural investigation of this tank will be required.
2. Filter capacity should be increased such that the plant can operate with the largest unit out of service. The plant could not operate if the proposed 160,000 gallon filter were taken off line. Two additional 100,000 gallon filters, resulting in a total filter capacity of 300,000 gallons are preferred.
3. Office facilities with a restroom are required.
4. The plant will be very close to residences at buildout. The blowers will be noisy and need to be enclosed and equipped with critical grade silencers or some other means utilized to prevent excessive noise emissions.
5. Odors from sludge lime stabilization, surge tank and bar screen will result in complaints due to the close proximity of residents. An odor control system will be required.
6. Existing blowers are not readily accessible and will need to be relocated.
7. The proposed digester size is insufficient to meet sludge stabilization criteria without adding lime. A lime slurry storage tank and pumping system will be required.
8. The generator requires expansion.
9. Reject storage pond capacity needs to be increased to 260,000 gallons.

Mr. Michael Gaylor, P.E.
September 3, 1997
Page Two

Please contact me if any significant items were omitted.

Very truly yours,

Michael T. Dunn

Michael T. Dunn, P.E.
Regional Operations Manager

MTD/ml

Cypress Lakes - Projected Cost of Improvements/Upgrades

Deficiency	Item	Cost Estimate
Equalization tank is too small	52,000 gallon equalization tank - Engineer's item 1	\$20,000
Plant needs to be expanded	Install additional 160,000 gpd plant capacity - Engineer's item 2,3,4,5,6,7 and 9	\$300,000
Reject pond is too small	Expand size of pond to 260,000 gallons - Engineer's item 8	\$40,000
Generator needs to be upgraded	Install larger unit	\$40,000
Office has no facilities	Add office trailer	\$15,000
Insufficient digestion capacity	Add sludge stabilization tank	\$20,000
Lime storage required for stabilization	Add lime storage tank	\$15,000
Odor problems when subdivision is built out	Add odor control system	\$50,000
Noise problems when subdivision is built out	Add blower building for noise control	\$35,000
	Total	\$535,000

Cypress Lakes Utilities, Inc.

Application for Transfer of Certificate Nos. 592-W and 509-S from Cypress Lakes Associates, Ltd. in Polk County Florida.

EXHIBIT D

Land Ownership Evidence

See Application, page 7, Part V. A.

CYPRESS LAKES WATER AND SEWER UTILITY
WATER AND SEWER ASSET PURCHASE AGREEMENT

This Agreement is entered into on this 20 day of August, 1997 by and between Cypress Lakes Associates, Ltd., a Florida limited partnership, (hereinafter referred to as "Seller") and Utilities, Inc., an Illinois corporation (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS the Seller is the owner of a water supply and distribution system and a sewage collection, treatment and disposal system which has been installed to provide central water and sewer service to residences constructed or to be constructed within the Cypress Lakes community in Polk County, Florida, (hereinafter referred to as the "Property") and more fully described on Exhibit 1 attached hereto, and

WHEREAS Purchaser is engaged through its operating subsidiaries in the business of furnishing water and sewer service to the public in various communities throughout the United States. Purchaser desires to acquire, and Seller desires to sell the water distribution facilities and sewage collection and treatment facilities (hereinafter collectively referred to as the "Facilities") installed to provide water and sewer service to the Property subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS BY SELLER

Seller represents and warrants that:

- 1) Seller is, and at the Closing (hereinafter referred to as "**Closing**") will be, a limited partnership, validly existing and in good standing under the laws of the State of Florida.
- 2) A Certificate of Public Convenience and Necessity has heretofore been issued to Seller by the Florida Public Service Commission (hereinafter referred to as the "**Commission**") authorizing rates, rules and regulations for the transaction of a water and sewer utility business throughout the Property.
- 3) Seller will cooperate fully with Purchaser in any and all applications or petitions to public authorities deemed reasonably necessary or desirable by Purchaser in connection with the purchase of the Facilities from Seller as contemplated herein.

- 4) Attached hereto as Exhibit 2 is a detailed list of the Facilities of Seller to be acquired by Purchaser, showing their respective installation or construction costs. Said Facilities include all water and sewer utility assets, equipment and real estate owned or used by the Seller, including but not limited to a central water distribution system serving, at the time of execution of this agreement, approximately ____ metered residential and commercial units, two water supply wells, two hydropneumatic storage tanks, a central sewer collection system serving, at the time of execution of this agreement, approximately ____ residential and commercial units, an extended aeration sewage treatment plant with a capacity of 160,000 gallons per day, and an adequate sewage effluent disposal system.
- 5) Attached hereto as Exhibit 3 is a list signed by the Seller briefly describing, as of the date of this Agreement, the following:
 - (a) To the best of Seller's knowledge, all pending or threatened actions at law, suits in equity or administrative proceedings relating to the Facilities and/or involving Seller;
 - (b) To the best of Seller's knowledge, all contracts or obligations of any nature relating to the Facilities between Seller and any other party.
 - (c) To the best of Seller's knowledge, all liens and encumbrances with respect to the Facilities owned by Seller to be transferred hereunder.
- 6) To the best of Seller's knowledge, except as indicated on Exhibit 3, there are no pending or threatened actions at law or suits in equity relating to the Facilities, or any pending or threatened proceedings before the Commission or any other governmental agency.
- 7) To the best of Seller's knowledge, except as described on Exhibit 3, there are no contracts or obligations of any nature between Seller and any other party relating to the Facilities.
- 8) To the best of Seller's knowledge, except as indicated on Exhibit 3, Seller is, and at the Closing will be, the owner of the Facilities described in Exhibit 2, with good and marketable title to the said Facilities, free and clear of all liens and encumbrances .
- 9) To the best of Seller's knowledge, except as indicated on Exhibit 3, Seller has, or at the Closing will have, all necessary permits, licenses and easements (including sufficient rights to access) for its water and sewer utility business; the Facilities of Seller have been installed within the easements relating thereto and in accordance with any necessary permits or licenses; the Facilities of Seller have been constructed and will be capable of operation in accordance with at least the minimum standards, requirements, rules and regulations of the Commission, the State of Florida, and the

Florida Department of Environmental Protection, and other federal, state and local authorities. Seller specifically represents that it has all contractual rights necessary to adequately discharge the current and contemplated volume of treated sewage effluent to the Cypress Lakes Golf Course.

- 10) Between the date hereof and the Closing, the water and sewer utility business of Seller will be operated in the ordinary course and Seller will, at all reasonable times, permit Purchaser, its attorneys and agents, to examine Seller's water and sewer properties, books, accounts, and other records relating to the Facilities.
- 11) Neither Seller nor any entity or individual affiliated with Seller has executed any agreement with purchasers of lots within the Property, or any other parties, whereunder such purchaser or other parties have acquired any interest in the Facilities to be used in rendering service to them. Purchaser and Seller acknowledge that Seller has previously committed to make available water and sewer utility service to lot owners within the Property.
- 12) Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Seller.
- 13) No representation or warranty by Seller in this Agreement, or any statement or certificate furnished or to be furnished to Purchaser pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- 14) Except as herein set forth, all of the easements, permits and other contracts of Seller with respect to the Facilities are assignable or, if consent of a third party is necessary, Seller will obtain such consent, prior to the Closing.

ARTICLE II

CONSTRUCTION OF SUBSEQUENT FACILITIES BY SELLER

- 1) It is understood by both the Purchaser and the Seller that additional water distribution facilities, sewage collection, treatment and disposal facilities will be required in the future in order to provide service for additional residences to be constructed within the Property. Seller agrees to install and construct said subsequent facilities in accordance with all applicable regulatory requirements. The expansion by Seller of the sewage treatment facilities is contemplated to increase the capacity of the utility by an amount as determined by appropriate regulatory agencies and agreed upon by Seller's and Purchaser's respective engineers. The construction of the

subsequent facilities shall be at the sole cost and expense of the Seller. Seller shall convey clear title to Purchaser to the subsequent facilities at no additional cost or expense to the Purchaser. In consideration of Seller's obligation to construct and convey said subsequent facilities, Purchaser agrees, at the option of Seller, to either waive the collection of tap fees for all new water and sewer utility connections within the Property, or in the alternative, Purchaser shall collect tap fees as the agent, for and on behalf of Seller. If in the future it becomes necessary for Purchaser to expand or upgrade the capacity of the Facilities in order to serve lot owners within the Property, then Purchaser shall be entitled to assess and retain tap fees from the respective lot owners or legal occupants as they connect on to the Facilities and receive utility service.

- 2) All plans, specifications, engineering, and construction by the Seller under this Article are to conform to the quality and standards of the Facilities currently in place within the Property, and shall be in accordance with applicable standards, requirements, rules and regulations of all agencies of the State of Florida and Polk County. All subsequent facilities construction shall have the written approval of the Purchaser before construction is begun, which approval shall not be unreasonably withheld or delayed.
- 3) All subsequent facilities constructed by Seller shall be installed in easements suitable for Purchaser to perform its obligations under this Agreement.

ARTICLE III

COMMISSION APPROVAL

Within ten (10) days following the execution of this Agreement, Purchaser will file a petition with the Commission requesting approval of this Agreement; transfer of the Certificate of Public Convenience and Necessity; and approval of the rates, fees, and charges applicable to water and sewer utility customers in the Property. Purchaser agrees to include in the transfer petition a request for the Commission to consider a modification of the residential sewer customer rates to cap sewer consumption charges at 8,000 gallons per month and a request for the Commission to approve the installation and use of irrigation meters. Seller agrees to cooperate fully with Purchaser in its application for such transfer and approvals. If Commission approval has not been obtained within eighteen months, either party shall have the option to terminate the Agreement.

ARTICLE IV
CLOSING AND PURCHASE PRICE

1) Closing

- (a) The Closing hereunder shall take place within ten (10) days following approval of this Agreement by the Commission at the offices of Seller's counsel or at such later time and place as Seller and Purchaser may agree upon.
- (b) At the Closing, the Seller will, upon due performance by Purchaser of its obligations under the Agreement, deliver to Purchaser:
 - (i) such good and sufficient warranty deeds in the name of Purchaser in fee simple for the real estate upon which sewage treatment and disposal facilities are situated, bills of sale with covenants of warranty, and sufficient instruments of sale, in form and substance satisfactory to Purchaser's counsel, as shall be required to vest in Purchaser good, indefeasible and marketable title to all of the Facilities and related real estate used or to be used for the sewage treatment and disposal facilities in the Property, free and clear of all liens and encumbrances except as indicated on Exhibit 3;
 - (ii) all of the files, agreements, books of account, customer lists, original cost invoices, engineering drawings, and records in Seller's possession, or reasonably obtainable, pertaining to the water and sewer utility business conducted by Seller in the Property, other than its minute books and stock records, and any other records reasonably needed by Seller;
 - (iii) all orders, permits, licenses or certificates issued or granted to Seller by any governmental authority in connection with any authorization related to the construction, operation or maintenance of its Facilities or the conduct of its water and sewer utility businesses; and
 - (iv) a title insurance policy in an amount of \$50,000 for the real estate listed on Exhibit 2 showing good and marketable title in Purchaser, subject only to the standard title exceptions.
- (c) At the Closing and from time to time thereafter, Seller shall, at the request of Purchaser, take all action necessary to put Purchaser in actual possession and operating control of the Facilities and shall execute and deliver such further instruments of sale, conveyance, transfer and assignment, and take such other action as Purchaser may request, in order more effectively to sell, convey, transfer and assign to Purchaser any of the Facilities, to confirm the title of Purchaser thereto and to assist Purchaser in exercising rights with respect thereto.

2) Purchase Price

- (a) The amount of the Purchase Price (the "**Purchase Price**") shall be **\$820,000** (Eight Hundred Twenty Thousand Dollars), increased by the amount of any cash or current customer accounts receivable (which Seller represents and warrants will be collected at their face amount) transferred by Seller to Purchaser and decreased by any liabilities (current, accrued, long-term or other) assumed by Purchaser.

ARTICLE V

GENERAL

- 1) Upon execution of this Agreement, Purchaser agrees to operate the Facilities under a separate interim management contract, attached hereto as **Exhibit 4**, through the Closing.
- 2) Upon purchase of the Facilities of Seller, Purchaser agrees to supply all customers within the Property with adequate and customary water and sewer service in accordance with reasonable standards, and to operate, maintain and repair all the Facilities acquired herein.
- 3) The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
- 4) If this Agreement is not executed by both the Seller and Purchaser prior to **August 22, 1997**, then the terms and conditions contained herein will be waived, with no further obligations or responsibilities to either party.
- 5) Any notice of delivery required to be made hereunder may be made by mailing a copy thereof addressed to the appropriate party as follows:

If to Purchaser:

Utilities, Inc.
2335 Sanders Road
Northbrook, IL 60062
Attn: Jim Camaren
Chairman & Chief Executive Officer

If to Seller:

Cypress Lakes Associated, Ltd.
c/o Sembler Investments
11300 4th Street North, Suite 200
St. Petersburg, FL 33716
Attn: Mr. Steve Sembler

Delivery, when made by registered or certified mail shall be deemed complete upon mailing.

- 6) The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.
- 7) This Agreement shall be governed by the laws of the State of Florida.

- 8) The representations and warranties contained herein shall survive, and continue in effect for one year after the Closing. Purchaser agrees to indemnify Seller, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Purchaser under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Seller by Purchaser; Seller agrees to indemnify Purchaser, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost, accruing or resulting from any misrepresentation or breach of any representation, or warranty or agreement made or to be performed by Seller under this Agreement or from any misrepresentation in or material omission from any certificate or other documents furnished or to be furnished to Purchaser by Seller.
- 9) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. It is specifically understood that Purchaser may elect to transfer its rights and obligations under this Agreement to a separate wholly-owned subsidiary of Utilities, Inc.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

UTILITIES, INC.

By

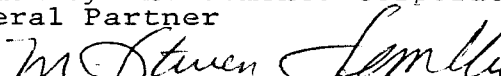


Chairman & Chief Executive Officer

ATTEST:

Cypress Lakes Associates, Ltd.
Community Investments Corporation, its
General Partner

By



Steve Sembler, Vice President

ATTEST:



2335 Sanders Road
 Northbrook, Illinois 60062-6196
 Telephone 847 498-6440
 Facsimile 847 498-2066

DEPOSIT DATE
D 6 1 8 ¹⁹⁹⁷ **SEP 19 1997**

September 18, 1997

971220-WS

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

RE: **Application for Transfer of Certificate Nos. 592-W and 509-S from Cypress Lakes Associates, Ltd. to Cypress Lakes Utilities, Inc. in Polk County Florida.**

Dear Ms. Bayo:

Enclosed for filing are an original and 12 copies of an Application for Transfer of Certificate Nos. 592-W and 509-S. Two additional copies of the tariffs are also included.

Please note that the proposed tariffs include a provision to cap the monthly sewer charge for residential customers at 8,000 gallons per month. This cap is not presently in effect. The Company also proposes to allow the use of metered irrigation accounts using Rate Schedule GS (see water tariff, Original Sheet 18.0).

Additionally, please be advised that Utilities, Inc. has been operating the Cypress Lakes system on a contract basis since approximately April 1997. This arrangement will continue until the conclusion of the transfer proceeding.

If you have any questions, please contact me directly.

Check received with #1000 and 1

WATER SERVICE CORP.

DISBURSING ACCOUNT OF
 UTILITIES INCORPORATED
 2335 SANDERS ROAD
 NORTHBROOK, IL 60062

BANK ONE COLUMBUS, NA
 Circleville and Williamsport, Ohio Offices

NOT VALID AFTER 90 DAYS

56-1544

441

NO: 254702

DATE: 09-18-97 NET AMOUNT: **\$3,000.00**

PAY *****THREE THOUSAND & 00/100***** DOLLARS

FLORIDA PUBLIC SERVICE COMM
 CAPITAL CIRCLE OFFICE CENTER
 2540 SHUMARD BLVD
 TALLAHASSEE FL 32399-0850

John J. [Signature]
 AUTHORIZED SIGNATURE
Carl J. [Signature]
 AUTHORIZED SIGNATURE

TO THE ORDER OF

⑈ 254 702 ⑈