

UTILITIES, INC.

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

February 19, 1999

990195-WS

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

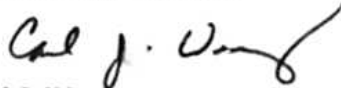
**RE: Application by Lake Groves Utilities, Inc. for Amendment of Certificates  
534-W and 465-S to Add additional Territory in Lake County.**

Dear Ms. Bayo:

Enclosed for filing are an original and five (5) copies of an Application for Amendment of Certificate No. 534-W and 465-S. Also enclosed is the \$400 filing fee (\$200 each for water and sewer). Two additional copies of the tariffs are also included. PSC Certificate Nos. 534-W and 465-S were filed in Docket No. 980958-WS and have not yet been returned to the utility.

If you have any questions, please contact me directly.

Respectfully submitted,



Carl J. Wenz  
Vice President, Regulatory Matters

cc: Mr. Ben Girtman

DOCUMENT NUMBER-DATE

02275 FEB 22 89

FPSC-RECORDS/REPORTING

**APPLICATION FOR AMENDMENT OF CERTIFICATE  
(EXTENSION OR DELETION)**

**(Pursuant to Section 367.045, Florida Statutes)**

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

The undersigned hereby makes application for amendment of Water  
Certificate No. 534-W and/or Wastewater Certificate No. 465-S to  
add (add or delete) territory located in Lake County, Florida, and submits  
the following information:

**PART I APPLICANT INFORMATION**

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

Lake Groves Utilities, Inc.  
Name of Utility

(407) 869-1919 (407) 869-6961  
Phone No. Fax No.

200 Weathersfield Avenue  
Office Street Address

Altamonte Springs FL 32714  
City State Zip Code

Internet address if applicable

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

Carl Wenz (847) 498-6440  
Name Phone No.

2335 Sanders Road  
Street Address

Northbrook IL 60062  
City State Zip Code

**PART II NEED FOR SERVICE**

- A) Exhibit A - If the applicant is requesting an extension of territory, a statement regarding the need for service in the proposed territory, such as anticipated development in the proposed service area.
- B) Exhibit N/A - If the applicant is requesting a deletion of territory, a statement specifying the reasons for the proposed deletion, demonstrating that it is in the public interest and explaining the effect of the proposed deletion on the ability of any customer, or potential customer, to receive water and/or wastewater service, including alternative source(s) of source.
- C) Exhibit B - A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan at the time the application is filed, as approved by the Department of Community Affairs, or, if not, a statement demonstrating why granting the amendment would be in the public interest.

**PART III SYSTEM INFORMATION**

**A) WATER**

- (1) Exhibit C - A statement describing the proposed type (s) of water service to be provided by the extension (i.e., potable, non-potable or both).
- (2) Exhibit D - A statement describing the capacity of the existing lines, the capacity of the existing treatment facilities, and the design capacity of the proposed extension.
- (3) Exhibit E - The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.

- (4) Exhibit F - A description of the types of customers anticipated to be served by the extension, i.e., single-family homes, mobile homes, duplexes, golf courses, clubhouse, commercial, etc.
- (5) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted.
- (6) Exhibit G - Evidence that the utility owns the land where the water facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

**B) WASTEWATER**

- (1) Exhibit H - A statement describing the capacity of the existing lines, the capacity of the existing treatment and disposal facilities, and the design capacity of the proposed extension.
- (2) Exhibit I - The numbers and dates of any construction or operating permits issued by the Department of Environmental Regulation for the system proposed to be expanded.
- (3) Exhibit N/A - If the utility is planning to build a new wastewater treatment plant, or upgrade an existing plant to serve the proposed territory, provide a written description of the proposed method (s) of effluent disposal.
- (4) Exhibit N/A - If (3) above does not include effluent disposal by means of reuse, provide a statement that describes with particularity the reasons for not using reuse.
- (5) Exhibit F - A description of the types of customers anticipated to be served by the extension, i.e., single-family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.
- (6) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted.
- (7) Exhibit J - Evidence the utility owns the land where the wastewater facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

**PART IV FINANCIAL AND TECHNICAL INFORMATION**

- (A) Exhibit K - A statement as to the applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service.



- (B) Exhibit L - A detailed statement regarding the proposed method of financing the construction, and the projected impact on the utility's capital structure.
- (C) Provide the number of the most recent Commission order establishing or amending the applicant's rates and charges M.
- (D) Exhibit N - A statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.

**PART IV TERRITORY DESCRIPTION AND MAPS**

**A) TERRITORY DESCRIPTION**

Exhibit O - An accurate description of the territory proposed to be added or deleted, using township, range and section references as specified in Rule 25-30.030 (2), FAC. If the water and wastewater territory is different, provide separate descriptions.

**B) TERRITORY MAPS**

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

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

**C) SYSTEM MAPS**

Exhibit Q - One copy of detailed maps (s) showing proposed lines and facilities and the territory proposed to be served. Map (s) shall be of sufficient scale and detail to enable correlation with a description of the territory proposed to be served. Provide separate maps for the water and wastewater system.

**PART VI NOTICE OF ACTUAL APPLICATION**

- (A) Exhibit R - 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 be the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located:
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and are located within the county in which the territory proposed to be served is located:
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties that hold a certificate granted by the Commission.
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. **THIS MAY BE LATE-FILED EXHIBIT.**

- (B) Exhibit S - 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 to be added or deleted. A copy of the notice shall accompany the affidavit. **THIS MAY BE A LATE-FILED EXHIBIT.**
- (C) Exhibit T - 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 Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. **THIS WILL BE A LATE-FILED EXHIBIT.**

**PART IV FILING FEE**

Indicate the filing fee enclosed with the application: \$400  
(one fee for water and one for wastewater)

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

- 1) For applications in which the area to be extended or deleted has the proposed capacity to serve up to 100 ERCs, the filing fee shall be **\$100.**
- 2) For applications in which the area to be extended or deleted has the proposed capacity to serve from 101 to 200 ERCs, the filing fee shall be **\$200.**

- 3) For applications in which the area to be extended or deleted has the proposed capacity to serve from 201 to 500 ERCs, the filing fee shall be \$500.
- 4) For application in which the area to be extended or deleted has the proposed capacity to serve from 501 to 2,000 ERCs, the filing fee shall be \$1,000.
- 5) For applications in has the proposed ERCs, the filing fee which the area to be extended capacity to serve from 2,001 shall be \$1,750.
- 6) For applications in which the area to be extended or deleted has the proposed capacity to serve more than 4,000 ERCs, the filing fee shall be \$2,250.

**PART VIII TARIFF AND ANNUAL REPORTS**

- A) Exhibit U - An affidavit that the utility has tariffs and annual reports on file with the Commission.
- B) Exhibit V - The original and two copies of proposed revisions to the utility's tariff(s) to incorporate the proposed change to the certificate territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (The rules and sample tariff sheets are attached.)

**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.

BY: Carl J. Wenz  
Applicant's Signature

BY: Carl J. Wenz  
Applicant's Name (Typed)

Vice President, Regulatory Matters  
Applicant's Title \*

Subscribed and sworn to before me this 19TH  
of FEBRUARY 1999.



Phil Ann Scully  
Notary Public

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

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT A**

**Statement regarding the need for service.**

**On October 19, 1998 Lake Groves Utilities, Inc. ("LGUI") entered into an agreement with the owner/developer of the property proposed to be added to LGUI's service territory. LGUI would provide potable water and wastewater service to the 78 acre property.**

**LGUI is best situated to provide service to the proposed development as it has available capacity to serve in close proximity to the proposed territory, and no other entity proposes to provide the service.**

## UTILITY AGREEMENT

**THIS UTILITY AGREEMENT** dated this 16TH day of OCTOBER, 1998 by and between **LAKE GROVES UTILITIES, INC.**, a Florida corporation (hereinafter referred to as "Utilities"), **JOHN R. MCPHERSON**, as to an undivided one-half (1/2) interest, and **DOROTHY K. MCPHERSON**, as Trustee of the **Dorothy K. McPherson Revocable Trust** dated **June 6, 1983**, as amended and restated, as to an undivided one-half (1/2) interest, whose addresses are c/o Robert A. Biederman, 2909 West S.R. 434, Suite 121-131, Longwood, Florida 32779 (hereinafter collectively referred to as the "Owner"), and **ALTAMONTE DEVELOPMENT CORPORATION**, a Florida corporation (hereinafter referred to as "Contract Purchaser");

### PREMISES

WHEREAS, Owner is the owner of approximately seventy-eight (78) acres, more or less, of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into residential building lots requiring water and sewer service (hereinafter referred to as the ("Development")); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth; and



WHEREAS, the Contract Purchaser currently has a contract to purchase the Property and upon closing of the transaction contemplated thereby desires that this Agreement has automatically transferred to Contract Purchaser.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property; provided, however, in the event that Lake County lawfully refuses to allow the Owner, its successors or assigns, to proceed with developing the Property into the Development because of the provisions of this Agreement, the Owner may terminate and cancel this Agreement except with respect to portions of the Development that are then being served hereunder and except the Owner shall not be repaid or refunded any monies previously paid hereunder. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing when needed by Owner, its successors or assigns such water and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that



Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. With respect to portions of the Development not then being served, Utilities agrees to amend its FPSC certificate to delete said portions of the Property therefrom or otherwise refrain from interfering with Owner's right and ability to provide water and sewer service for said portions of the Property from another provider. Utilities further agrees that the water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall



be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump sum increments. Each lump sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Agreement, Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3, (2) the rates and guaranteed revenue

charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with Paragraph 7 hereof, and (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities' sewer plant with which it will serve the Development, including all lines, mains, lift stations and facilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development, or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall

be constructed by Utilities at Owner's cost and expense; provided, however, Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing, Utilities agrees that in those instances where the Owner pays for more than its pro rata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Owner up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect into such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities. The Off-Site Improvements and additional Off-Site Improvements are generally referenced in the letter attached to and incorporated in this Agreement as Exhibit "B."

4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water and sewer facilities (the "On-Site Facilities"), including generally all the water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Since the Property is proposed to be developed in phases, the Owner may design, permit, construct, install and operate the On-Site Facilities in phases or portions. Owner

agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

A. The On-Site Facilities (or any phase or portion thereof) shall be constructed and installed by Owner only after the approval of the plans and specifications therefor by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities (or any phase or portion thereof) shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof. Utilities shall inspect any phase or portion of the On-Site Facilities, if at all, within five (5) business days following notice to Utilities that such phase or portion thereof is ready for inspection; provided, however, any such inspection by Utilities of any phase or portion of the On-Site Facilities shall not be deemed an approval or acceptance of the same by the Utilities nor shall any such inspection relieve Owner of its obligation to construct, and Owner shall construct, the On-Site Facilities strictly in accordance with the plans and specification therefor as aforesaid.

5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect any phase or portion of the On-Site Facilities constructed by it to Utilities' water and sewer systems with



respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever, except for ad valorem taxes and assessments, easements or other record restrictions that do not impair, restrict or inhibit the use of the On-Site Facilities, and all laws, ordinances and governmental regulations which do not impair, restrict or inhibit the use of the On-Site Facilities. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and



testing and installation for on-site water and sewer facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. The current Federal income tax laws do not treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities. However, if there is a change in the law which makes any of these items taxable to Utilities, then the provision of this paragraph shall apply. In the event of such change in the law, then, at the time that Owner shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Owner shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the



extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES. The rates to be charged by Utilities for water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission ("FPSC"), or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utilities to provide water and sewer service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same

are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.

9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the



Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within six (6) months from the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area or service is actually rendered hereunder.

10. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof, with the water and sewer service to be provided hereunder.

11. SALE TO GOVERNMENTAL ENTITY. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Owner agrees that with respect to water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

12. NOTICES. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities:

LAKE GROVE UTILITIES  
2335 Sanders Road  
Northbrook, Illinois 60062  
Attn: James Camaren, Chairman & C.E.O.

Owner:

c/o ROBERT A. BIEDERMAN  
2909 West S.R. 434/#121-131  
Longwood, Florida 32779

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

13. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

14. MISCELLANEOUS.

A. Time is hereby made of the essence of this Agreement in all respects.

B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property. Wherever the term "Owner" is used in this Agreement, it includes successors and assigns. Upon receiving title to the Property, the Contract Purchaser shall automatically be deemed to have been transferred all of Owner's rights, duties and responsibilities under this Agreement.

D. This Agreement shall be governed by the laws of the State of Florida.


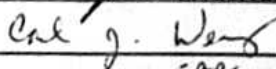
E. This Agreement shall be effective upon proper execution by both parties hereto.

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

G. The parties hereto recognize that the FPSC's rules require that a copy of this Agreement be filed with the FPSC within thirty (30) days after the date of execution hereof. This Agreement shall not become effective, then, until the occurrence of one of the following two events: (1) the FPSC does not file or give a notice of intent to disapprove the Agreement within thirty (30) days after receipt by the FPSC of a true copy hereof, or (2) the FPSC withdraws any timely filed or given notice of intent to disapprove this Agreement, or otherwise approves this Agreement. In the event neither (1) nor (2) above occur, then this Agreement shall be null and void and of no further force and effect, in which event, any monies paid to Utilities shall be refunded to the Owner.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Name: Andrew Depue  
  
Name: CARL J. WENZ

LAKE GROVES UTILITIES, INC.

By:   
James Camaren, Chairman and C.E.O.  
"UTILITIES"

Trish Davis  
Name: TRISH DAVIS

Joan C. Hicks  
Name: JOAN C. HICKS

Trish Davis  
Name: TRISH DAVIS

Joan C. Hicks  
Name: JOAN C. HICKS

John R. McPherson  
John R. McPherson

Dorothy K. McPherson  
Dorothy K. McPherson, as Trustee  
of the Dorothy K. McPherson  
Revocable Trust dated June 6,  
1983, as amended and restated

"OWNER"

ALTAMONTE DEVELOPMENT  
CORPORATION

By: [Signature]  
Barry Goodman, President

"CONTRACT PURCHASER"

Cris Novotny  
Name: Cris Novotny  
Lisa A. Knowles  
Name: Lisa A. Knowles

STATE OF FLORIDA  
COUNTY OF ORANGE

James Cameron, Chairman and CEO

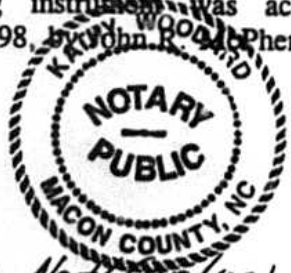
The foregoing instrument was acknowledged before me this 19th day of OCTOBER, 1998, by LESTER N. MANDELL, President of LAKE GROVES UTILITIES, INC., a Florida corporation, on behalf of the corporation.

Phil Ann Scully  
Notary Public  
My Commission Expires: 09-18-01



STATE OF ~~FLORIDA~~ *North Carolina*  
COUNTY OF *Macon*

The foregoing instrument was acknowledged before me this *13<sup>th</sup>* day of *July*, 1998, by *John K. McPherson*.



*Kathy Woodard*  
Notary Public  
My Commission Expires: *May 2, 2002*

STATE OF ~~FLORIDA~~ *North Carolina*  
COUNTY OF *Macon*

The foregoing instrument was acknowledged before me this *13<sup>th</sup>* day of *July*, 1998, by Dorothy K. McPherson, as Trustee of the Dorothy K. McPherson Revocable Trust dated June 6, 1989, as amended and restated.



*Kathy Woodard*  
Notary Public  
My Commission Expires: *May 2, 2002*

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this *15<sup>th</sup>* day of *September*, 1998, by Barry Goodman, President of ALTAMONTE DEVELOPMENT CORPORATION, on behalf of the corporation.



*Christina M. Novotny*  
Notary Public - Christina M. Novotny  
My Commission Expires: *11/2/99*

**EXHIBIT "A"**  
to Utility Agreement by and between  
Lake Groves Utilities ("Utilities") and  
John R. McPherson and Dorothy K. McPherson, as Trustee ("Owner")

**Legal Description**

A portion of the North 1/2 of Section 15, Township 24 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 15, thence N.02°26'42" W. along the West line of the Northwest 1/4 of said Section 15, a distance of 9.63 feet to the Point of Beginning; thence continue N.02°26'42" W. along said West line 2623.35 feet to the Northwest corner of said Section 15; thence N.87°51'46" E. along the North line of the Northwest 1/4 of Section 15, a distance of 2652.60 feet to the Westerly right-of-way line of State Road No. 25 (U.S. Highway 27); thence S.22°18'00" E. along said Westerly right-of-way line 1893.03 feet; thence departing said right-of-way line, run S.87°42'23" W. 2188.30 feet; thence run S.32°33'34" W. 21.65 feet; thence run S.22°20'29" W. 25.64 feet; thence run S.06°12'43" W. 17.83 feet; thence run S.09°01'59" W. 32.00 feet; thence run S.02°35'39" W. 27.51 feet; thence run S.01°22'54" W. 32.47 feet; thence run S.06°15'55" W. 28.98 feet; thence run S.01°08'40" W. 26.89 feet; thence run S.40°49'35" W. 39.40 feet; thence run S.17°46'28" W. 19.22 feet; thence run S.12°22'58" W. 31.26 feet; thence run S.31°02'35" W. 30.08 feet; thence run S.29°56'09" W. 56.27 feet; thence run S.32°46'12" W. 33.20 feet; thence run S.09°07'31" W. 29.24 feet; thence run S.33°57'05" W. 16.47 feet; thence run S.82°43'14" W. 28.35 feet; thence run S.51°31'55" W. 26.43 feet; thence run S.37°15'11" W. 9.23 feet; thence run S.12°43'21" W. 15.71 feet; thence run S.36°24'31" E. 9.02 feet; thence run S.35°55'40" E. 18.32 feet; thence run S.29°46'29" W. 34.00 feet; thence run S.20°14'26" W. 23.67 feet; thence run S.49°12'19" W. 38.63 feet; thence run S.56°20'25" W. 35.28 feet; thence run S.04°58'16" W. 49.75 feet; thence run S.34°48'36" E. 29.15 feet; thence run S.20°27'55" E. 28.33 feet; thence run S.06°10'28" E. 31.60 feet; thence run S.48°36'21" E. 28.01 feet; thence run S. 79°42'45" E. 15.09 feet; thence run S.66°23'04" E. 26.33 feet; thence run S.74°07'08" W. 27.80 feet; thence run S. 71°42'54" W. 36.05 feet; thence run S.64°25'59" W. 42.91 feet; thence run S.75°03'46" W. 45.16 feet; thence run S.73°36'21" W. 44.62 feet; thence run S.71°03'29" W. 52.35 feet; thence run N.73°58'20" W. 24.18 feet; thence run S.45°19'12" W. 27.72 feet; thence run S.73°03'05" W. 31.36 feet; thence run S.81°47'29" W. 46.10 feet; thence run S.66°22'45" W. 65.11 feet; thence run S.84°57'36" W. 53.58 feet; thence run S.87°17'59" W. 48.05 feet; thence run S.88°09'57" W. 39.00 feet; thence run S.87°56'37" W. 45.73 feet; thence run S.89°51'17" W. 54.99 feet; thence run N.89°53'40" W. 59.03 feet; thence run S.88°18'51" W. 49.27 feet; thence run S.88°29'00" W. 59.15 feet; thence run S.87°34'30" W. 55.95 feet to the Point of Beginning. Containing 139.599 acres, more or less.



**LESS AND EXCEPT:**

A portion of the North 1/2 of Section 15, Township 24 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 15, thence N.02°26'42" W. along the West line of the Northwest 1/4 of said Section 15, a distance of 9.63 feet to the Point of Beginning; thence continue N.02°26'42" W. along said West line 2623.35 feet to the Northwest corner of said Section 15; thence N.87°51'46" E. along the North line of the Northwest 1/4 of Section 15, a distance of 991.05 feet; thence S.25°04'49" E. 76.28 feet; thence S.35°24'35" E. 114.64 feet; thence S.52°57'20" W. 53.45 feet; thence S.04°48'52" E. 126.70 feet; thence S.00°14'42" E. 91.38 feet; thence S.14°17'14" E. 113.42 feet; thence S.11°31'57" E. 112.56 feet; thence S.14°05'17" E. 108.97 feet; thence S.09°56'17" E. 82.22 feet; thence S.09°16'13" E. 47.92 feet; thence S.15°14'33" E. 103.36 feet; thence S.02°54'25" W. 25.79 feet; thence S.04°22'51" E. 70.16 feet; thence S.01°17'00" E. 66.17 feet; thence S.44°09'28" W. 62.22 feet; thence S.51°52'31" E. 38.36 feet; thence S.09°18'07" W. 49.70 feet; thence N.84°17'26" W. 31.38 feet; thence S.19°51'44" W. 19.38 feet; thence S.63°43'32" E. 35.93 feet; thence S.14°06'33" E. 34.81 feet; thence S.11°24'47" W. 36.40 feet; thence S.86°39'10" E. 79.45 feet; thence S.20°39'49" W. 136.87 feet; thence S.05°21'36" E. 104.21 feet; thence S.08°41'38" E. 52.74 feet; thence S.00°48'44" W. 82.41 feet; thence S.00°36'41" W. 41.24 feet; thence S.22°20'52" W. 19.53 feet; thence S.87°42'23" W. 20.77 feet; thence S.32°33'34" W. 21.65 feet; thence S.22°20'29" W. 25.64 feet; thence S.06°12'43" W. 17.83 feet; thence S.09°01'59" W. 32.00 feet; thence S.02°35'39" W. 27.51 feet; thence S.01°22'54" W. 32.47 feet; thence S.06°15'55" W. 28.98 feet; thence S.01°08'40" W. 26.89 feet; thence S.40°49'35" W. 39.40 feet; thence S.17°46'26" W. 19.22 feet; thence S.12°22'58" W. 31.26 feet; thence S.31°02'35" W. 30.08 feet; thence S.29°56'09" W. 56.27 feet; thence S.32°46'12" W. 33.20 feet; thence S.09°07'31" W. 29.24 feet; thence S.33°57'05" W. 15.47 feet; thence S.82°43'14" W. 28.35 feet; thence S.51°31'55" W. 26.43 feet; thence S.37°15'11" W. 9.23 feet; thence S.12°43'21" W. 15.71 feet; thence S.36°24'31" E. 9.02 feet; thence S.35°55'40" E. 18.32 feet; thence S.29°46'29" W. 34.00 feet; thence S.20°14'26" W. 23.67 feet; thence S.49°12'19" W. 38.63 feet; thence S.56°20'25" W. 35.28 feet; thence S.04°58'16" W. 49.75 feet; thence S.34°48'36" E. 29.15 feet; thence S.20°27'55" E. 28.33 feet; thence S.06°10'28" E. 31.60 feet; thence S.48°36'21" E. 28.01 feet; thence S.79°42'45" E. 15.09 feet; thence S.66°23'04" E. 26.33 feet; thence S.74°07'08" W. 27.80 feet; thence S.71°42'54" W. 36.05 feet; thence S.64°25'59" W. 42.91 feet; thence S.75°03'46" W. 45.16 feet; thence S.73°36'21" W. 44.62 feet; thence S.71°03'29" W. 52.35 feet; thence N.73°58'20" W. 24.18 feet; thence S.45°19'12" W. 27.72 feet; thence S.73°03'05" W. 31.36 feet; thence S.81°47'29" W. 46.10 feet; thence S.86°22'45" W. 65.11 feet; thence S.84°57'36" W. 53.58 feet; thence S.87°17'59" W. 48.05 feet; thence S.88°09'57" W. 39.00 feet; thence S.87°56'37" W. 45.73 feet; thence S.89°51'17" W. 54.99 feet; thence N.89°53'40" W. 59.03 feet; thence S.88°18.51" W. 49.27 feet; thence S.88°29'00" W. 59.15 feet; thence S.87°34'30" W. 55.95 feet to the Point of Beginning. Containing 61.487 acres, more or less.

EXHIBIT "B"

**Sanlando Utilities Corporation**

FAX

This FAX contains 2 pages, including this cover page.

TO: Mr. Bob Biederman  
 FAX: 788-2983

DATE: March 17, 1998

FROM: Jerry Salsano  
 PH: 788-3600  
 FAX: 788-3518

SUBJECT: McPherson Property

Dear Mr. Biederman:

1. As you and I discussed by telephone last week we are providing the following information to assist you during the planning purposes in developing the subject property. Please continue to refer to our January 27, 1998 Fax for other details.

2. The following cost-share data is based on your prorata share assuming 173 units for your proposed subdivision. If the final number of lots for your property goes up or down, the cost share will be adjusted accordingly. To the extent that 173 is a good value the numbers are fixed, not estimates. The estimated costs are based on you extending a 16" (your requirement being 10") water main from the entrance of Weston Hills to your property and running a 6" forcemain from you property, across Highway 27 with tie-in at the Savannas liftstation. You will note slight reductions in the previous estimates I provided. We reduced the previous 10" water main estimate we provided to reflect recent winning bids for similar work in our Lake Groves Service Area. The 16" upsized estimate is similarly based. We believe these are more accurate. Details of the actual design must be coordinated between your engineers and ours and, of course, market forces will dictate actual costs.

Item	Cost Share	Estimated Cost
10" Offsite Water Main from Weston Hills		\$62,300
6" Force Main to Savannas Liftstation		32,500
Offsite Water Main Upsize Requirement (16")		41,400
Weston Hills Water Main Extension (West)	\$ 1,824	
Plant to Highway 27 Water Main (West)	7,117	
Plant to Highway 27 Force Main (East)	4,931	
Highway 27 Force Main to Savannas (East)	15,551	
Offsite Liftstation Upgrade (Savannas)	4,841	
<b>TOTALS</b>	<b>\$34,374</b>	<b>\$138,000</b>

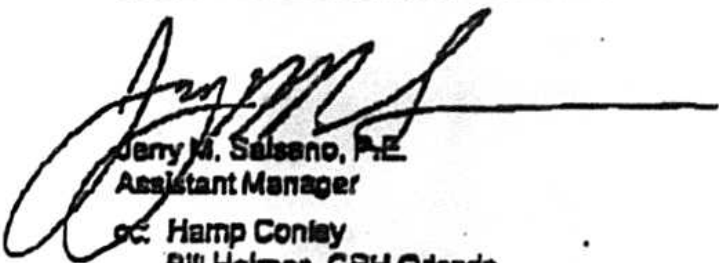


3. You inquired about guaranteed revenue charges and maintenance fee. At this time, there are no such charges in our tariff. While our tariff does allow for us to collect for plan review and inspection, at present we do not charge for either, unless problems not caused by the utility require excessive review or re-inspection. Standard details and specifications are available upon request by your engineer. I shall mail a copy of this fax and include copies of the drawings showing points of connection for the water main and forcemain.

4. We will be happy to discuss these or any other specifics with you or your engineer. If you have any questions please call my engineer, Bhanu Engineer, or me.

Sincerely,

LAKE GROVES UTILITIES INCORPORATED



Jerry M. Salsano, P.E.  
Assistant Manager

cc: Hamp Conley  
Bill Holmes, CPH Orlando  
File LGS.5—Triple Crown (McPherson)



**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT B**

**Statement regarding consistency with the local comprehensive plan.**

**To the best of the applicant's knowledge and belief, the provision of potable water and wastewater service by LGUI to the proposed territory is consistent with the water and wastewater section of Lake County's comprehensive plan.**

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT C**

**Statement regarding the proposed type of water service**

**LGUI proposes to provide potable water and wastewater service to the proposed territory addition. LGUI currently provides potable water and wastewater service to approximately 600 customers in it's existing service area.**

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT D**

**Statement regarding the capacity of the existing lines, treatment facilities and the design capacity of the proposed extension.**

**The capacity of the existing water distribution system is  $\approx$ 1,135 ERCs. The capacity of the existing water treatment facility is  $\approx$ 1,371 ERCs.**

**The water plant consists of two 18" 1500 GPM wells providing potable water from the lower Floridian Aquifer, a conventional water treatment and pumping facility including emergency power, chlorination, and 3 hydropneumatic tanks totaling 27,000 gallons.**

**The design capacity of the proposed water distribution system extension is  $\approx$ 196 ERCs**

## LAKE GROVES UTILITIES, INC.

Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County

### EXHIBIT E

The number and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.

The numbers and dates of construction and operating permits are:

Treatment Plant	PWS ID 3354881	12/12/91
Plant Construction	WC35-209884	11/05/92
	WC35-209882	11/05/92
	WC35-300382	03/12/97
Distribution System	WD35-197911	07/02/91
	WD35-210320	04/02/92
	WD35-236320	09/10/93
	WD35-243296	01/12/94
	WD35-244297	02/08/94
	WD35-244367	02/11/94
	WD35-270548	05/25/95
	WD35-294824	10/03/96
	WD35-299520	02/05/97
	WD35-300083	02/14/97
	WD35-301381	03/20/97
	WD35-306002	06/19/97
	WD35-0080594-001	12/31/97
WD35-0080594-004	11/13/98	
WD35-0080594-005	11/13/98	

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT F**

**A description of the type of customers anticipated to be served by the extension.**

**LGUI anticipates providing service to =196 single family homes in the proposed extension.**

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT G**

**Evidence that the utility owns the land where the water facilities that will serve the proposed territory are located.**

**Attached is evidence of land ownership where LGUI's water treatment facility is located.**

REC 1200  
DOC 4675.00 90 26464 WARRANTY DEED  
F 2.50

THIS WARRANTY DEED made and executed the 29<sup>th</sup> day of May, 1990, by JOHN P. ADAMS PROPERTIES, INC., a corporation existing under the laws of the State of Florida, and having its principal place of business at Post Office Box 1667, Winter Haven, Florida, 33884 (hereinafter called the "Grantor") to LAKE GROVES UTILITIES, INC., a Florida corporation, whose post office address is 1105 Kensington Park Drive, Altamonte Springs, Florida, 32714 (hereinafter called the "Grantee"):

W I T N E S S E T H:

P. 550.00.02

THAT the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Lake County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes subsequent to December 31, 1989, and those matters set forth on Exhibit "B" attached hereto and made a part hereof by this reference.

This instrument was prepared by and should be returned to  
WILLIAM A. BECKETT, Esquire  
Drosdick, Doster, Kantor & Reed  
Professional Association  
215 North Eola Drive  
Post Office Box 2809  
Orlando, Florida 32802



IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

BOOK 1060 PAGE 2166

Signed, sealed and delivered in the presence of:

*[Handwritten signatures]*

JOHN P. ADAMS PROPERTIES, INC., a Florida corporation

By: *[Signature]*  
John P. Adams, President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 20th day of May, 1990 by JOHN P. ADAMS, President of JOHN P. ADAMS PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

*[Signature]*  
Notary Public  
My Commission Expires: 2/26/91

STATE OF FLORIDA  
MAY 30 1990 999.00

STATE OF FLORIDA  
MAY 30 1990 999.00

STATE OF FLORIDA  
MAY 30 1990 679.00

STATE OF FLORIDA  
MAY 30 1990 999.00

STATE OF FLORIDA  
MAY 30 1990 999.00

DESCRIPTIONS: ( PARCEL NO. 1 )

BOOK 1060 PAGE 2167

BEGINNING AT A POINT THAT IS 12.51 FEET SOUTH AND 298.75 FEET EAST OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 28 EAST, OF THE TALLAHASSEE MERIDIAN, ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 25 (U.S. HIGHWAY 27); RUN THENCE N.21°18'45".W ALONG SAID RIGHT-OF-WAY LINE 655.45 FEET, SAID LINE BEING PARALLEL TO AND 80 FEET SOUTHWESTERLY FROM THE CENTERLINE OF PAVEMENT; THENCE S.89°06'20".W, 3363.71 FEET TO THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE S.00°01'55".W ALONG SAID LINE 614.27 FEET; THENCE N.89°06'20".E, 3602.31 FEET TO POINT OF BEGINNING.

AND ( PARCEL NO. 2 )

COMMENCE AT A POINT 652.17 FEET SOUTH AND 548.33 FEET EAST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 28 EAST ON THE WEST RIGHT-OF-WAY OF STATE ROAD NO. 25 (U.S. HIGHWAY 27), RUN THENCE N.21°18'45".W ALONG SAID RIGHT-OF-WAY, 686.70 FEET, SAID LINE BEING PARALLEL WITH AND 80 FEET SOUTHWESTERLY FROM THE CENTERLINE OF PAVEMENT; THENCE S.89°06'20".W, 550.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°06'20".W, 3051.92 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S.00°01'55".W ALONG SAID LINE, 631.12 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE N.89°21'30".E, 3051.92 FEET; THENCE N.00°01'55".E, 684.57 FEET TO THE POINT OF BEGINNING, CONTAINING 44.88 ACRES, MORE OR LESS.

LESS AND EXCEPT: ANY PORTION THEREOF LYING WITHIN THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 22.

THE ABOVE DESCRIBED PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

METES & BOUNDS

DESCRIPTION: THAT PART OF SECTIONS 22 & 23, TOWNSHIP 24 SOUTH, RANGE 28 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 12.51 FEET SOUTH AND 297.74 FEET EAST OF THE SOUTHEAST CORNER OF THE NE 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 28 EAST, LAKE COUNTY, FLORIDA ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 ( STATE ROAD NO.25 ); THENCE N.21°18'45".W ALONG THE SAID WEST RIGHT-OF-WAY LINE, 655.45 FEET; THENCE S.89°06'20".W, 3389.91 FEET TO THE WEST LINE OF THE EAST 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE S.00°48'52".E, ALONG SAID WEST LINE 610.99 FEET TO THE NORTHWEST CORNER OF THE NE 1/4 OF NE 1/4 OF SW 1/4, SAID SECTION 22; THENCE S.00°50'20".E, ALONG THE WEST LINE OF SAID NE 1/4 OF NE 1/4 OF SW 1/4, A DISTANCE OF 662.38 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF NE 1/4 OF SW 1/4; THENCE N.88°52'51".E, ALONG THE SOUTH LINE OF SAID NE 1/4 OF NE 1/4 OF SW 1/4, A DISTANCE OF 684.77 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE SE 1/4 OF SAID SECTION 22; THENCE N.88°51'51".E, ALONG THE SOUTH LINE OF SAID NORTH 1/4 OF SE 1/4, A DISTANCE OF 2387.57 FEET; THENCE N.00°01'55".E, 646.52 FEET; THENCE N.89°06'20".E, 557.13 FEET TO THE POINT OF BEGINNING.

## **LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

### **EXHIBIT H**

**A statement regarding the capacity of the existing lines, treatment and disposal facilities, and the design capacity of the proposed extension.**

**The capacity of existing wastewater collection lines is =1,136 ERCs. The capacity of the existing wastewater treatment facilities is =625 ERCs. The design capacity of the proposed collection system extension is 196 ERCs.**

**An expansion to the wastewater treatment plant is programmed and currently in the design phase. This expansion is driven by the pace of connection of new homes in LGUI's existing service territory as well as various anticipated subsequent additions.**

**The wastewater effluent disposal system currently uses and will continue to use a Rapid Rate Land Application system (percolation ponds) to dispose of its reclaimed water from the wastewater treatment process. If necessary, Slow Rate Land application (spray irrigation) may be added. Both of these disposal methods promote the recharge of the Floridian Aquifer.**

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT I**

The numbers and dates of any construction or operating permits issued by the Department of Environmental Regulation for the system proposed to be expanded

The numbers and dates of construction and operating permits are:

Treatment and Disposal Plant	DO35-236075	09/09/93
	FLA010630	06/06/97
Collection System	CS35-197912	08/07/91
	CS35-210317	04/02/92
	CS35-234508	08/18/93
	CS35-243298	11/07/94
	CS35-244296	02/23/94
	CS35-244393	03/14/94
	CS35-270547	05/26/95
	CS35-294825	09/24/96
	CS35-294961	10/03/96
	CS35-300081	03/10/97
	CS35-306003	06/12/97
	CS35-131919	12/08/97
	GP-147240-001	10/03/98
CS35-0148573	12/02/98	

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT J**

Evidence the utility owns the land where the wastewater facilities that will serve the proposed territory are located.

Attached is evidence of land ownership.

HC 12.00  
XOC 4,675.00  
F 2.50  
90 26464

WARRANTY DEED

THIS WARRANTY DEED made and executed the 29<sup>th</sup> day of May, 1990, by JOHN P. ADAMS PROPERTIES, INC., a corporation existing under the laws of the State of Florida, and having its principal place of business at Post Office Box 1667, Winter Haven, Florida, 33884 (hereinafter called the "Grantor") to LAKE GROVES UTILITIES, INC., a Florida corporation, whose post office address is 1105 Kensington Park Drive, Altamonte Springs, Florida, 32714 (hereinafter called the "Grantee"):

WITNESSETH:

P. 55, 0. 0. 0.

THAT the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Lake County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes subsequent to December 31, 1989, and those matters set forth on Exhibit "B" attached hereto and made a part hereof by this reference.

This instrument was prepared by and should be returned to  
WILLIAM A. BECKETT, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed  
Professional Association  
215 North Eola Drive  
Post Office Box 2809  
Orlando, Florida 32802

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

BOOK 1060 PAGE 2166

Signed, sealed and delivered in the presence of:

*[Handwritten signatures]*

JOHN P. ADAMS PROPERTIES, INC., a Florida corporation

By: *[Signature]*  
John P. Adams, President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 1990 by JOHN P. ADAMS, President of JOHN P. ADAMS PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

*[Signature]*  
Notary Public  
My Commission Expires: 2/26/94

3 7 7 3 7 STATE OF FLORIDA  
PS MAY 30 '90 999.00

3 7 7 3 9 STATE OF FLORIDA  
PS MAY 30 '90 999.00

3 7 7 3 3 STATE OF FLORIDA  
PS MAY 30 '90 999.00

3 7 7 3 3 STATE OF FLORIDA  
PS MAY 30 '90 999.00

3 7 7 STATE OF FLORIDA  
PS MAY 30 '90 679.00

## DESCRIPTIONS: ( PARCEL NO. 1 )

BEGINNING AT A POINT THAT IS 12.51 FEET SOUTH AND 298.75 FEET EAST OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 28 EAST, OF THE TALLAHASSEE MERIDIAN, ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 25 (U.S. HIGHWAY 27); RUN THENCE N.21°18'45".W ALONG SAID RIGHT-OF-WAY LINE 655.45 FEET, SAID LINE BEING PARALLEL TO AND 80 FEET SOUTHWESTERLY FROM THE CENTERLINE OF PAVEMENT; THENCE S.89°06'20".W, 3363.71 FEET TO THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE S.00°01'55".W ALONG SAID LINE 614.27 FEET; THENCE N.89°06'20".E, 3602.31 FEET TO POINT OF BEGINNING.

## AND ( PARCEL NO. 2 )

COMMENCE AT A POINT 652.17 FEET SOUTH AND 548.33 FEET EAST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 28 EAST ON THE WEST RIGHT-OF-WAY OF STATE ROAD NO. 25 (U.S. HIGHWAY 27), RUN THENCE N.21°18'45".W ALONG SAID RIGHT-OF-WAY, 686.70 FEET, SAID LINE BEING PARALLEL WITH AND 80 FEET SOUTHWESTERLY FROM THE CENTERLINE OF PAVEMENT; THENCE S.89°06'20".W, 550.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°06'20".W, 3051.92 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S.00°01'55".W ALONG SAID LINE, 631.12 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE N.89°21'30".E, 3051.92 FEET; THENCE N.00°01'55".E, 664.57 FEET TO THE POINT OF BEGINNING, CONTAINING 44.68 ACRES, MORE OR LESS.

LESS AND EXCEPT: ANY PORTION THEREOF LYING WITHIN THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 22.

THE ABOVE DESCRIBED PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

## METES &amp; BOUNDS

DESCRIPTION: THAT PART OF SECTIONS 22 & 23, TOWNSHIP 24 SOUTH, RANGE 28 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 12.51 FEET SOUTH AND 297.74 FEET EAST OF THE SOUTHEAST CORNER OF THE NE 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 28 EAST, LAKE COUNTY, FLORIDA ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 ( STATE ROAD NO.25 ); THENCE N.21°18'45".E ALONG THE SAID WEST RIGHT-OF-WAY LINE, 655.45 FEET; THENCE S.89°06'20".W., 3369.91 FEET TO THE WEST LINE OF THE EAST 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE S.00°48'52".E., ALONG SAID WEST LINE 610.99 FEET TO THE NORTHWEST CORNER OF THE NE 1/4 OF NE 1/4 OF SW 1/4, SAID SECTION 22; THENCE S.00°30'20".E., ALONG THE WEST LINE OF SAID NE 1/4 OF NE 1/4 OF SW 1/4, A DISTANCE OF 662.38 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF NE 1/4 OF SW 1/4; THENCE N.88°32'51".E. ALONG THE SOUTH LINE OF SAID NE 1/4 OF NE 1/4 OF SW 1/4, A DISTANCE OF 664.77 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE SE 1/4 OF SAID SECTION 22; THENCE N.88°31'51".E. ALONG THE SOUTH LINE OF SAID NORTH 1/4 OF SE 1/4, A DISTANCE OF 2387.57 FEET; THENCE N.00°01'55".E., 648.52 FEET; THENCE N.89°06'20".E. 557.13 FEET TO THE POINT OF BEGINNING.



## **LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

### **EXHIBIT K**

**A statement as to the applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service.**

LGUI's parent, Utilities, Inc. (UI), has approximately 34 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. Centralized management, accounting, billing and data processing functions, allow LGUI and its affiliate companies to achieve economies of scale that would be unattainable on a stand-alone basis

UI purchased LGUI in 1998. The PSC approved the transfer of majority organizational control in Order No. PSC-99-0164-FOF-WS, dated January 26, 1999.

At the present time, UI provides safe and reliable water and sewer service to approximately 200,000 customers in 15 states. Utilities, Inc.'s Florida subsidiaries are in good standing with the PSC and DEP. Through its various subsidiaries, UI provides water and/or wastewater and/or reuse service to approximately 63,000 customers in Florida. UI focuses solely on the ownership and operation of small utility systems and has vast experience improving and operating facilities. UI has operated other water and wastewater utilities in Florida under the regulation of the Florida Public Service Commission since 1976.

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT L**

**A detailed statement regarding the proposed method of financing the construction, and the projected impact on the utility's capital structure.**

**The wastewater collection system infrastructure to serve the proposed extension will be installed by the developer and contributed to LGUI (see attached developer agreement).**

**The proposed territory amendment should not impact LGUI's capital structure.**

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT M**

**Provide date number of the most recent Commission order establishing or amending the applicant's rates and charges.**

**LGUI was certificated pursuant to Order No. 24283, in Docket No. 900957-WS, issued March 25, 1991 and has never had a rate case.**

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT N**

**A statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.**

**LGUI is not proposing any change in service rates or SACs in conjunction with this application. Furthermore, it is not anticipated that the proposed extension will have any material impact on LGUI's rates.**

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT O**

**An accurate description of the territory proposed to be added or deleted, using township, range and section references as specified in Rule 25-30.030 (2), FAC. If the water and wastewater territory is different, provide separate descriptions.**

**Attached is the legal description of the proposed territory addition. The water and wastewater areas are the same.**

NOTICE OF APPLICATION FOR AMENDMENT OF CERTIFICATES 534-W AND 465-S  
TO ADD ADDITIONAL TERRITORY

LEGAL NOTICE

Notice is hereby given on February 19, 1999, pursuant to Section 367.045, Florida Statutes, of the application for Amendment of Certificates 534-W and 465-S by Lake Groves Utilities, Inc. to provide water and wastewater utility service to the following described territory in Lake County, Florida.

ADDITIONAL TERRITORY TO BE SERVED

A portion of the North 1/2 of Section 15, Township 24 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 15, thence N.02°26'42" W. along the West line of the Northwest 1/4 of said Section 15, a distance of 9.63 feet to the Point of Beginning; thence continue N.02°26'42" W. along said West line 2623.35 feet to the Northwest corner of said Section 15; thence N.87°51'46" E. along the North line of the Northwest 1/4 of Section 15, a distance of 2652.60 feet to the Westerly right-of-way line of State Road No.25 (U.S. Highway 27); thence S.22°18'00" E. along said Westerly right-of-way line 1893.03 feet; thence departing said right-of-way line, run S.87°42'23" W. 2188.30 feet; thence run S.32°33'34" W. 21.65 feet; thence run S.22°20'29" W. 25.64 feet; thence run S.06°12'43" W. 17.83 feet; thence run S.09°01'59" W. 32.00 feet; thence run S.02°35'39" W. 27.51 feet; thence run S.01°22'54" W. 32.47 feet; thence run S.06°15'55" W. 28.98 feet; thence run S.01°08'40" W. 26.89 feet; thence run S.40°49'35" W. 39.40 feet; thence run S.17°46'28" W. 19.22 feet; thence run S.12°22'58" W. 31.26 feet; thence run S.31°02'35" W. 30.08 feet; thence run S.29°56'09" W. 56.27 feet; thence run S.32°46'12" W. 33.20 feet; thence run S.09°07'31" W. 29.24 feet; thence run S.33°57'05" W. 16.47 feet; thence run S.82°43'14" W. 28.35 feet; thence run S.51°31'55" W. 26.43 feet; thence run S.37°15'11" W. 9.23 feet; thence run S.12°43'21" W. 15.71 feet; thence run S.36°24'31" E. 9.02 feet; thence run S.35°55'40" E. 18.32 feet; thence run S.29°46'29" W. 34.00 feet; thence run S.20°14'26" W. 23.67 feet; thence run S.49°12'19" W. 38.63 feet; thence run S.56°20'25" W. 35.28 feet; thence run S.04°58'16" W. 49.75 feet; thence run S.34°48'36" E. 29.15 feet; thence run S.20°27'55" E. 28.33 feet; thence run S.06°10'28" E. 31.60 feet; thence run S.48°36'21" E. 28.01 feet; thence run S.79°42'45" E. 15.09 feet; thence run S.66°23'04" E. 26.33 feet; thence run S.74°07'08" W. 27.80 feet; thence run S.71°42'54" W. 36.05 feet; thence run S.64°25'59" W. 42.91 feet; thence run S.75°03'46" W. 45.16 feet; thence run S.73°36'21" W. 44.62 feet; thence run S.71°03'29" W. 52.35 feet; thence run N.73°58'20" W. 24.18 feet; thence run S.45°19'12" W. 27.72 feet; thence run S.73°03'05" W. 31.36 feet; thence run S.81°47'29" W. 46.10 feet; thence run S.66°22'45" W. 65.11 feet; thence run S.84°57'36" W. 53.58 feet; thence run S.87°17'59" W. 48.05 feet; thence run S.88°09'57" W. 39.00 feet; thence run

S.87°56'37" W. 45.73 feet; thence run S.89°51'17" W. 54.99 feet; thence run N.89°53'40" W. 59.03 feet; thence run S.88°18'51" W. 49.27 feet; thence run S.88°29'00" W. 59.15 feet; thence run S.87°34'30" W. 55.95 feet to the Point of Beginning. Containing 139.599 acres, more or less.

**LESS AND EXCEPT:**

A portion of the North 1/2 of Section 15, Township 24 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 15, thence N.02°26'42" W. along the West line of the Northwest 1/4 of said Section 15, a distance of 9.63 feet to the Point of Beginning; thence continue N.02°26'42" W. along said West line 2623.35 feet to the Northwest corner of said Section 15; thence N.87°51'46" E. along the North line of the Northwest 1/4 of Section 15, a distance of 991.05 feet; thence S.25°04'49" E. 76.28 feet; thence S.35°24'35" E. 114.64 feet; thence S.52°57'20" W. 53.45 feet; thence S.04°48'52" E. 126.70 feet; thence S.00°14'42" E. 91.38 feet; thence S.14°17'14" E. 113.42 feet; thence S.11°31'57" E. 112.56 feet; thence S.14°05'17" E. 108.97 feet; thence S.09°56'17" E. 82.22 feet; thence S.09°16'13" E. 47.92 feet; thence S.15°14'33" E. 103.36 feet; thence S.02°54'25" W. 25.79 feet; thence S.04°22'51" E. 70.16 feet; thence S.01°17'00" E. 66.17 feet; thence S.44°09'28" W. 62.22 feet; thence S.51°52'31" E. 38.36 feet; thence S.09°18'07" W. 49.70 feet; thence N.84°17'26" W. 31.38 feet; thence S. 19°51'44" W. 19.38 feet; thence S.63°43'32" E. 35.93 feet; thence S.14°06'33" E. 34.81 feet; thence S.11°24'47" W. 36.40 feet; thence S.86°39'10" E. 79.45 feet; thence S.20°39'49" W. 136.87 feet; thence S.05°21'36" E. 104.21 feet; thence S.08°41'38" E. 52.74 feet; thence S.00°48'44" W. 82.41 feet; thence S.00°36'41" W. 41.24 feet; thence S.22°20'52" W. 19.53 feet; thence S.87°42'23" W. 20.77 feet; thence S.32°33'34" W. 21.65 feet; thence S.22°20'29" W. 25.64 feet; thence S.06°12'43" W. 17.83 feet; thence S.09°01'59" W. 32.00 feet; thence S.02°35'39" W. 27.51 feet; thence S.01°22'54" W. 32.47 feet; thence S.06°15'55" W. 28.98 feet; thence S.01°08'40" W. 26.89 feet; thence S.40°49'35" W. 39.40 feet; thence S.17°46'26" W. 19.22 feet; thence S.12°22'58" W. 31.26 feet; thence S.31°02'35" W. 30.08 feet; thence S.29°56'09" W. 56.27 feet; thence S.32°46'12" W. 33.20 feet; thence S.09°07'31" W. 29.24 feet; thence S.33°57'05" W. 15.47 feet; thence S.82°43'14" W. 28.35 feet; thence S.51°31'55" W. 26.43 feet; thence S.37°15'11" W. 9.23 feet; thence S.12°43'21" W. 15.71 feet; thence S.36°24'31" E. 9.02 feet; thence S.35°55'40" E. 18.32 feet; thence S.29°46'29" W. 34.00 feet; thence S.20°14'26" W. 23.67 feet; thence S.49°12'19" W. 38.63 feet; thence S.56°20'25" W. 35.28 feet; thence S.04°58'16" W. 49.75 feet; thence S.34°48'36" E. 29.15 feet; thence S.20°27'55" E. 28.33 feet; thence S.06°10'28" E. 31.60 feet; thence S.48°36'21" E. 28.01 feet; thence S.79°42'45" E. 15.09 feet; thence S.66°23'04" E. 26.33 feet; thence S. 74°07'08" W. 27.80 feet; thence S.71°42'54" W. 36.05 feet; thence S. 64°25'59" W. 42.91 feet; thence S.75°03'46" W. 45.16 feet; thence S.73°36'21" W. 44.62 feet; thence S. 71°03'29" W. 52.35 feet; thence N.73°58'20" W. 24.18 feet; thence S.45°19'12" W. 27.72 feet; thence S.73°03'05" W. 31.36 feet; thence S.81°47'29" W. 46.10 feet; thence S. 86°22'45" W. 65.11 feet; thence S.84°57'36" W. 53.58 feet; thence S.87°17'59" W. 48.05 feet; thence S.88°09'57" W. 39.00 feet; thence S.87°56'37" W. 45.73 feet; thence

S.89°51'17" W. 54.99 feet; thence N.89°53'40" W. 59.03 feet; thence E. 88°18.51" W. 49.27 feet; thence S.88°29'00" W. 59.15 feet; thence S.87°34'30" W. 55.95 feet to the Point of Beginning. Containing 61.487 acres, more or less.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the attorney for the applicant whose address is:

Ben E. Girtman, Esq.  
Attorney at Law  
1020 East Lafayette St.  
Suite 207  
Tallahassee, FL 32301

and also to:

Carl J. Wenz  
Vice President, Regulatory Matters  
Utilities, Inc.  
2335 Sanders Road  
Northbrook, IL 60062



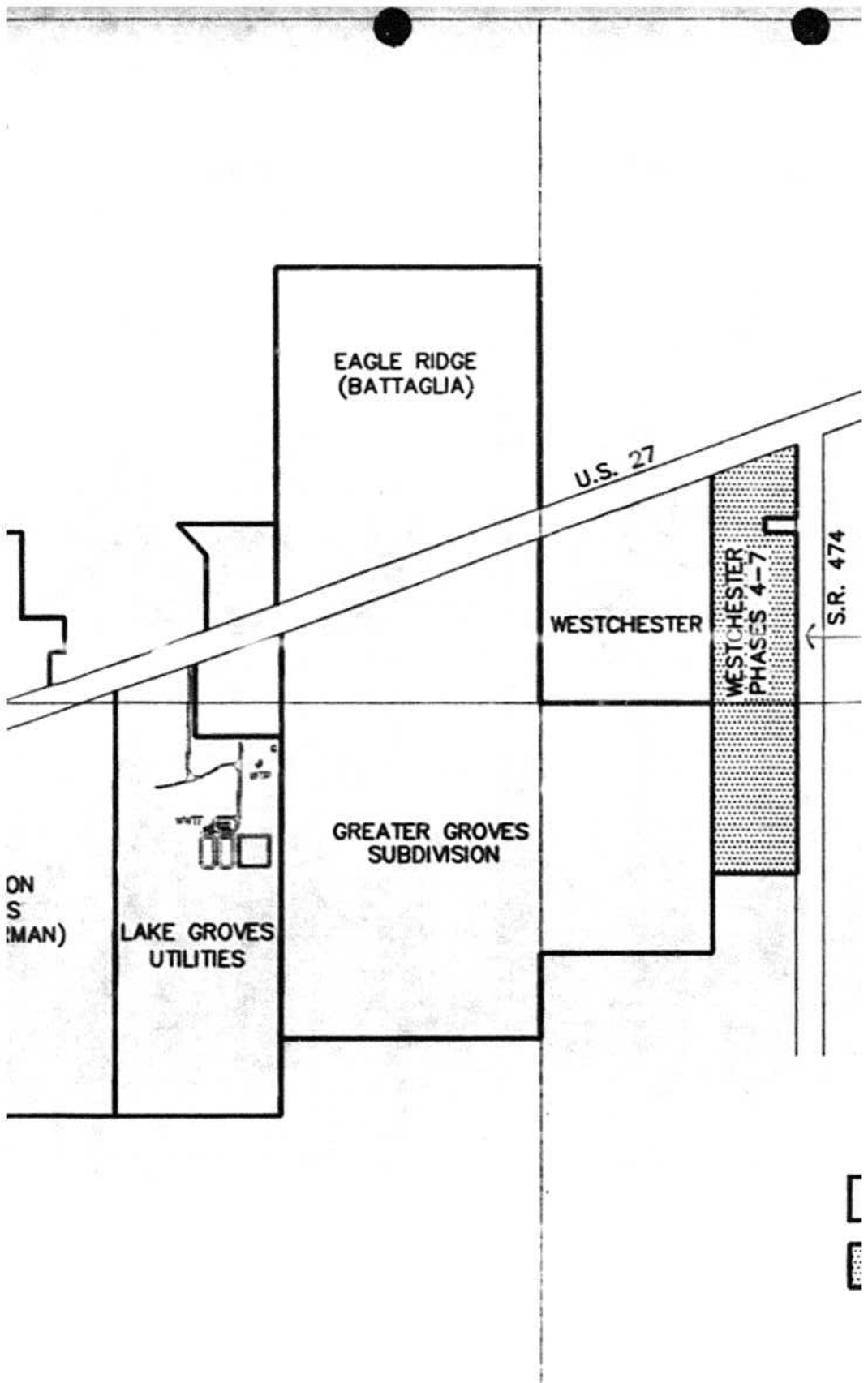
**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT P**

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

Attached is a map showing the proposed territory addition.



**Conklin Porter and Holmes**  
**ENGINEERS, INC.**  
 1117 E ROBINSON STREET, SUITE C  
 ORLANDO, FLORIDA 32801  
 TEL 407 425-0452  
 FAX 407 843-1036

© 1997

**cph**

SCALE: NTS

DATE: 2/18/99

JOB NO.: L1611.01

LAKE GRO  
 PROPOSED SE

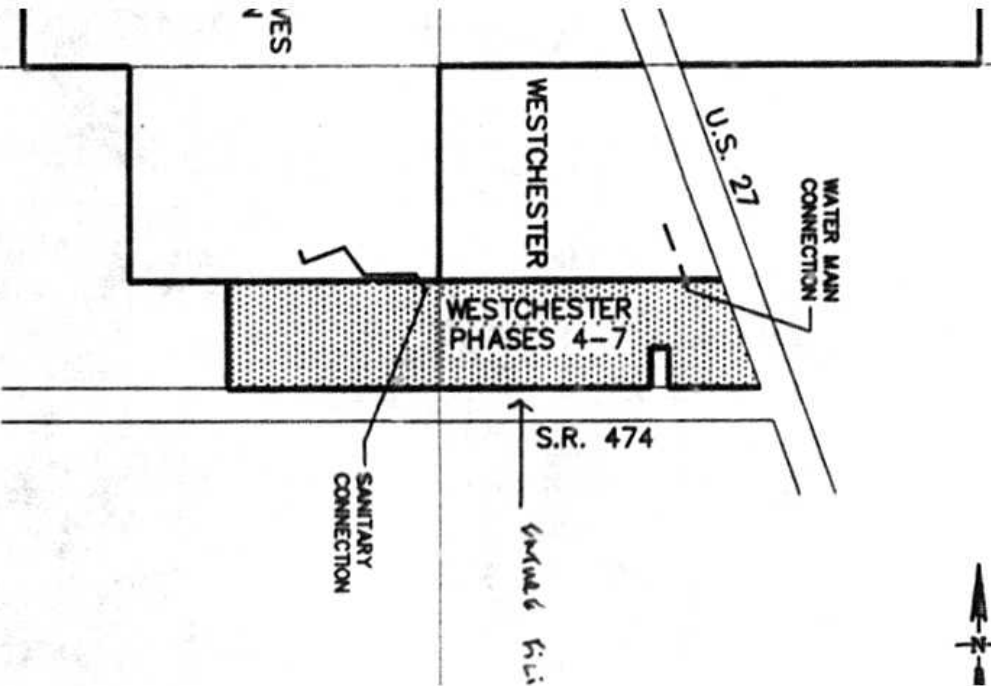
**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

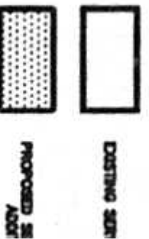
**EXHIBIT Q**

**One copy of detailed map(s) showing proposed lines and facilities and the territory proposed to be served.**

**The proposed territory addition is currently undeveloped. As of the date of this application, the infrastructure to be installed in the proposed addition has not yet been designed/engineered. As such, the attached map shows only the interconnection point between LGUI's existing territory and the proposed addition.**



**LEGEND:**



SCALE: NTS  
DATE: 2/18/99  
JOB NO.: L1611.01

LAKE GROVES UTILITIES, IN  
PROPOSED SERVICE AREA ADD  
UTILITY CONNECTIONS

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT R**

**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.**

**THIS WILL BE A LATE-FILED EXHIBIT.**

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT S**

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 to be added.

**THERE ARE NO CUSTOMERS CURRENTLY IN THE TERRITORY TO  
BE ADDED. THEREFORE, NO NOTICE WAS PROVIDED DIRECTLY TO  
ANY CUSTOMER.**

**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT T**

**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 WILL BE A LATE-FILED EXHIBIT.**

**LAKE GROVES UTILITIES, INC.**

Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County

**EXHIBIT U**

An affidavit that the utility has tariffs and annual reports on file with the Commission.

**AFFIDAVIT**

STATE OF ILLINOIS

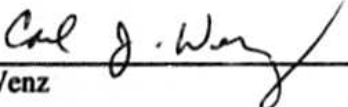
COUNTY of COOK

Before me, the undersigned notary public, personally appeared Carl J. Wenz, who having been first duly sworn according to the law deposes and says that:

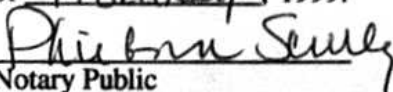
1. He is Vice President, Regulatory Matters of Lake Groves Utilities, Inc., a Florida corporation (the "Company"), and in such capacity he has personal knowledge of the matter set forth herein.

2. The company has filed all tariffs and annual reports required pursuant to Section 367, Florida Statutes and Chapter 25-30, Florida Administrative Code, with the Public Service Commission.

FURTHER AFFIANT SAYETH NAUGHT

  
\_\_\_\_\_  
Carl J. Wenz  
Vice President, Regulatory Matters

Sworn to and subscribed  
before me this 15<sup>th</sup> day  
of FEBRUARY, 1999.

  
Notary Public

PHIL ANN SCULLY  
Typed or Printed Name

Commission No.: 210329  
My Commission Expires: 09-18-01  
Personally known to me:





**LAKE GROVES UTILITIES, INC.**

**Application for Amendment of Certificates 534-W and 465-S  
to Add Additional Territory in Lake County**

**EXHIBIT V**

**An original and two copies of proposed revisions to the utility's tariffs to incorporate the proposed change to the certificated territory.**

**Attached are revised tariffs reflecting the proposed addition.**

WATER TARIFF

THIRD REVISED SHEET NO. 3.0  
(Cancels Second Revised Sheet No. 3.0)

NAME OF COMPANY Lake Groves Utilities, Inc.

TERRITORY SERVED

CERTIFICATE NUMBER 534-W

COUNTY- Lake

COMMISSION ORDER (s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
24283	3/25/91	900957-WS	Original Certificate
P5C92-1328F0FWS	11/16/92	920900-WS	Amendment
P5C94-0116F0FWS	1/31/94	931000-WS	Amendment Amendment

(Continued to Sheet No. 3.1)

Lawrence N. Schumacher, President

LAKE GROVES UTILITIES, INC.  
(Continued from Sheet No. 3.7)

McPherson Property:

A portion of the North 1/2 of Section 15, Township 24 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 15, thence N.02°26'42" W. along the West line of the Northwest 1/4 of said Section 15, a distance of 9.63 feet to the Point of Beginning; thence continue N.02°26'42" W. along said West line 2623.35 feet to the Northwest corner of said Section 15; thence N.87°51'46" E. along the North line of the Northwest 1/4 of Section 15, a distance of 2652.60 feet to the Westerly right-of-way line of State Road No.25 (U.S. Highway 27); thence S.22°18'00" E. along said Westerly right-of-way line 1893.03 feet; thence departing said right-of-way line, run S.87°42'23" W. 2188.30 feet; thence run S.32°33'34" W. 21.65 feet; thence run S.22°20'29" W. 25.64 feet; thence run S.06°12'43" W. 17.83 feet; thence run S.09°01'59" W. 32.00 feet; thence run S.02°35'39" W. 27.51 feet; thence run S.01°22'54" W. 32.47 feet; thence run S.06°15'55" W. 28.98 feet; thence run S.01°08'40" W. 26.89 feet; thence run S.40°49'35" W. 39.40 feet; thence run S.17°46'28" W. 19.22 feet; thence run S.12°22'58" W. 31.26 feet; thence run S.31°02'35" W. 30.08 feet; thence run S.29°56'09" W. 56.27 feet; thence run S.32°46'12" W. 33.20 feet; thence run S.09°07'31" W. 29.24 feet; thence run S.33°57'05" W. 16.47 feet; thence run S.82°43'14" W. 28.35 feet; thence run S.51°31'55" W. 26.43 feet; thence run S.37°15'11" W. 9.23 feet; thence run S.12°43'21" W. 15.71 feet; thence run S.36°24'31" E. 9.02 feet; thence run S.35°55'40" E. 18.32 feet; thence run S.29°46'29" W. 34.00 feet; thence run S.20°14'26" W. 23.67 feet; thence run S.49°12'19" W. 38.63 feet; thence run S.56°20'25" W. 35.28 feet; thence run S.04°58'16" W. 49.75 feet; thence run S.34°48'36" E. 29.15 feet; thence run S.20°27'55" E. 28.33 feet; thence run S.06°10'28" E. 31.60 feet; thence run S.48°36'21" E. 28.01 feet; thence run S.79°42'45" E. 15.09 feet; thence run S.66°23'04" E. 26.33 feet; thence run S.74°07'08" W. 27.80 feet; thence run S.71°42'54" W. 36.05 feet; thence run S.64°25'59" W. 42.91 feet; thence run S.75°03'46" W. 45.16 feet; thence run S.73°36'21" W. 44.62 feet; thence run S.71°03'29" W. 52.35 feet; thence run N.73°58'20" W. 24.18 feet; thence run S.45°19'12" W. 27.72 feet; thence run S.73°03'05" W. 31.36 feet; thence run S.81°47'29" W. 46.10 feet; thence run S.66°22'45" W. 65.11 feet; thence run S.84°57'36" W. 53.58 feet; thence run S.87°17'59" W. 48.05 feet; thence run S.88°09'57" W. 39.00 feet; thence run S.87°56'37" W. 45.73 feet; thence run S.89°51'17" W. 54.99 feet; thence run N.89°53'40" W. 59.03 feet; thence run S.88°18'51" W. 49.27 feet; thence run S.88°29'00" W. 59.15 feet; thence run S.87°34'30" W. 55.95 feet to the Point of Beginning. Containing 139.599 acres, more or less.

Lawrence N. Schumacher, President

LAKE GROVES UTILITIES, INC.  
(Continued from Sheet No. 3.8)

McPherson Property:

**LESS AND EXCEPT:**

A portion of the North 1/2 of Section 15, Township 24 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 15, thence N.02°26'42" W. along the West line of the Northwest 1/4 of said Section 15, a distance of 9.63 feet to the Point of Beginning; thence continue N.02°26'42" W. along said West line 2623.35 feet to the Northwest corner of said Section 15; thence N.87°51'46" E. along the North line of the Northwest 1/4 of Section 15, a distance of 991.05 feet; thence S.25°04'49" E. 76.28 feet; thence S.35°24'35" E. 114.64 feet; thence S.52°57'20" W. 53.45 feet; thence S.04°48'52" E. 126.70 feet; thence S.00°14'42" E. 91.38 feet; thence S.14°17'14" E. 113.42 feet; thence S.11°31'57" E. 112.56 feet; thence S.14°05'17" E. 108.97 feet; thence S.09°56'17" E. 82.22 feet; thence S.09°16'13" E. 47.92 feet; thence S.15°14'33" E. 103.36 feet; thence S.02°54'25" W. 25.79 feet; thence S.04°22'51" E. 70.16 feet; thence S.01°17'00" E. 66.17 feet; thence S.44°09'28" W. 62.22 feet; thence S.51°52'31" E. 38.36 feet; thence S.09°18'07" W. 49.70 feet; thence N.84°17'26" W. 31.38 feet; thence S. 19°51'44" W. 19.38 feet; thence S.63°43'32" E. 35.93 feet; thence S.14°06'33" E. 34.81 feet; thence S.11°24'47" W. 36.40 feet; thence S.86°39'10" E. 79.45 feet; thence S.20°39'49" W. 136.87 feet; thence S.05°21'36" E. 104.21 feet; thence S.08°41'38" E. 52.74 feet; thence S.00°48'44" W. 82.41 feet; thence S.00°36'41" W. 41.24 feet; thence S.22°20'52" W. 19.53 feet; thence S.87°42'23" W. 20.77 feet; thence S.32°33'34" W. 21.65 feet; thence S.22°20'29" W. 25.64 feet; thence S.06°12'43" W. 17.83 feet; thence S.09°01'59" W. 32.00 feet; thence S.02°35'39" W. 27.51 feet; thence S.01°22'54" W. 32.47 feet; thence S.06°15'55" W. 28.98 feet; thence S.01°08'40" W. 26.89 feet; thence S.40°49'35" W. 39.40 feet; thence S.17°46'26" W. 19.22 feet; thence S.12°22'58" W. 31.26 feet; thence S.31°02'35" W. 30.08 feet; thence S.29°56'09" W. 56.27 feet; thence S.32°46'12" W. 33.20 feet; thence S.09°07'31" W. 29.24 feet; thence S.33°57'05" W. 15.47 feet; thence S.82°43'14" W. 28.35 feet; thence S.51°31'55" W. 26.43 feet; thence S.37°15'11" W. 9.23 feet; thence S.12°43'21" W. 15.71 feet; thence S.36°24'31" E. 9.02 feet; thence S.35°55'40" E. 18.32 feet; thence S.29°46'29" W. 34.00 feet; thence S.20°14'26" W. 23.67 feet; thence S.49°12'19" W. 38.63 feet; thence S.56°20'25" W. 35.28 feet; thence S.04°58'16" W. 49.75 feet; thence S.34°48'36" E. 29.15 feet; thence S.20°27'55" E. 28.33 feet; thence S.06°10'28" E. 31.60 feet; thence S.48°36'21" E. 28.01 feet; thence S.79°42'45" E. 15.09 feet; thence S.66°23'04" E. 26.33 feet; thence S. 74°07'08" W. 27.80 feet; thence S.71°42'54" W. 36.05 feet; thence S. 64°25'59" W. 42.91 feet; thence S.75°03'46" W. 45.16 feet; thence S.73°36'21" W. 44.62 feet; thence S. 71°03'29" W. 52.35 feet; thence N.73°58'20" W. 24.18 feet; thence S.45°19'12" W.

Lawrence N. Schumacher, President

WATER TARIFF

ORIGINAL SHEET NO. 3.10

LAKE GROVES UTILITIES, INC.  
(Continued from Sheet No. 3.9)

McPherson Property:

27.72 feet; thence S.73°03'05" W. 31.36 feet; thence S.81°47'29" W. 46.10 feet; thence S. 86°22'45" W. 65.11 feet; thence S.84°57'36" W. 53.58 feet; thence S.87°17'59" W. 48.05 feet; thence S.88°09'57" W. 39.00 feet; thence S.87°56'37" W. 45.73 feet; thence S.89°51'17" W. 54.99 feet; thence N.89°53'40" W. 59.03 feet; thence S. 88°18.51" W. 49.27 feet; thence S.88°29'00" W. 59.15 feet; thence S.87°34'30" W. 55.95 feet to the Point of Beginning. Containing 61.487 acres, more or less.

Lawrence N. Schumacher, President

WATER TARIFF

THIRD REVISED SHEET NO. 4.0  
(Cancels Second Revised Sheet No. 4.0)

NAME OF COMPANY Lake Groves Utilities, Inc.

COMMUNITIES SERVED LISTING

County	Development	Rate	
<u>Name</u>	<u>Name</u>	<u>Schedule (s)</u>	<u>Sheet No.</u>
		<u>Available</u>	
Lake	Greater Groves	Yes	16.0-23.1
Lake	Weatherly 27/Story Property	Yes	16.0-23.1
Lake	Battaglia Properties, Ltd.	Yes	16.0-23.1
Lake	Karst, Inc.	Yes	16.0-23.1
Lake	Holly Hill Property	Yes	16.0-23.1
Lake	Bosserman Property	Yes	16.0-23.1
Lake	Thousand Trails Property	Yes	16.0-23.1
Lake	Donric, Inc.	Yes	16.0-23.1
Lake	Lykes Bros., Inc.	Yes	16.0-23.1
Lake	McPherson Property/ Sienna Ridge	Yes	16.0-23.1

Lawrence N. Schumacher, President

WASTEWATER TARIFF

THIRD REVISED SHEET NO. 3.0  
(Cancels Second Revised Sheet No. 3.0)

NAME OF COMPANY Lake Groves Utilities, Inc.

TERRITORY SERVED

CERTIFICATE NUMBER 465-S

COUNTY- Lake

COMMISSION ORDER (5) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
24283	3/25/91	900957-WS	Original Certificate
PSC92-1328F0FWS	11/16/92	920900-WS	Amendment
P5C94-0116F0FWS	1/31/94	931000-WS	Amendment Amendment

(Continued to Sheet No. 3.1)

Lawrence N. Schumacher, President



LAKE GROVES UTILITIES, INC.  
(Continued from Sheet No. 3.10)

McPherson Property:

A portion of the North 1/2 of Section 15, Township 24 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 15, thence N.02°26'42" W. along the West line of the Northwest 1/4 of said Section 15, a distance of 9.63 feet to the Point of Beginning; thence continue N.02°26'42" W. along said West line 2623.35 feet to the Northwest corner of said Section 15; thence N.87°51'46" E. along the North line of the Northwest 1/4 of Section 15, a distance of 2652.60 feet to the Westerly right-of-way line of State Road No.25 (U.S. Highway 27); thence S.22°18'00" E. along said Westerly right-of-way line 1893.03 feet; thence departing said right-of-way line, run S.87°42'23" W. 2188.30 feet; thence run S.32°33'34" W. 21.65 feet; thence run S.22°20'29" W. 25.64 feet; thence run S.06°12'43" W. 17.83 feet; thence run S.09°01'59" W. 32.00 feet; thence run S.02°35'39" W. 27.51 feet; thence run S.01°22'54" W. 32.47 feet; thence run S.06°15'55" W. 28.98 feet; thence run S.01°08'40" W. 26.89 feet; thence run S.40°49'35" W. 39.40 feet; thence run S.17°46'28" W. 19.22 feet; thence run S.12°22'58" W. 31.26 feet; thence run S.31°02'35" W. 30.08 feet; thence run S.29°56'09" W. 56.27 feet; thence run S.32°46'12" W. 33.20 feet; thence run S.09°07'31" W. 29.24 feet; thence run S.33°57'05" W. 16.47 feet; thence run S.82°43'14" W. 28.35 feet; thence run S.51°31'55" W. 26.43 feet; thence run S.37°15'11" W. 9.23 feet; thence run S.12°43'21" W. 15.71 feet; thence run S.36°24'31" E. 9.02 feet; thence run S.35°55'40" E. 18.32 feet; thence run S.29°46'29" W. 34.00 feet; thence run S.20°14'26" W. 23.67 feet; thence run S.49°12'19" W. 38.63 feet; thence run S.56°20'25" W. 35.28 feet; thence run S.04°58'16" W. 49.75 feet; thence run S.34°48'36" E. 29.15 feet; thence run S.20°27'55" E. 28.33 feet; thence run S.06°10'28" E. 31.60 feet; thence run S.48°36'21" E. 28.01 feet; thence run S.79°42'45" E. 15.09 feet; thence run S.66°23'04" E. 26.33 feet; thence run S.74°07'08" W. 27.80 feet; thence run S.71°42'54" W. 36.05 feet; thence run S.64°25'59" W. 42.91 feet; thence run S.75°03'46" W. 45.16 feet; thence run S.73°36'21" W. 44.62 feet; thence run S.71°03'29" W. 52.35 feet; thence run N.73°58'20" W. 24.18 feet; thence run S.45°19'12" W. 27.72 feet; thence run S.73°03'05" W. 31.36 feet; thence run S.81°47'29" W. 46.10 feet; thence run S.66°22'45" W. 65.11 feet; thence run S.84°57'36" W. 53.58 feet; thence run S.87°17'59" W. 48.05 feet; thence run S.88°09'57" W. 39.00 feet; thence run S.87°56'37" W. 45.73 feet; thence run S.89°51'17" W. 54.99 feet; thence run N.89°53'40" W. 59.03 feet; thence run S.88°18'51" W. 49.27 feet; thence run S.88°29'00" W. 59.15 feet; thence run S.87°34'30" W. 55.95 feet to the Point of Beginning. Containing 139.599 acres, more or less.

Lawrence N. Schumacher, President

LAKE GROVES UTILITIES, INC.  
(Continued from Sheet No. 3.11)

McPherson Property:

**LESS AND EXCEPT:**

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Commence at the West 1/4 corner of said Section 15, thence N.02°26'42" W. along the West line of the Northwest 1/4 of said Section 15, a distance of 9.63 feet to the Point of Beginning; thence continue N.02°26'42" W. along said West line 2623.35 feet to the Northwest corner of said Section 15; thence N.87°51'46" E. along the North line of the Northwest 1/4 of Section 15, a distance of 991.05 feet; thence S.25°04'49" E. 76.28 feet; thence S.35°24'35" E. 114.64 feet; thence S.52°57'20" W. 53.45 feet; thence S.04°48'52" E. 126.70 feet; thence S.00°14'42" E. 91.38 feet; thence S.14°17'14" E. 113.42 feet; thence S.11°31'57" E. 112.56 feet; thence S.14°05'17" E. 108.97 feet; thence S.09°56'17" E. 82.22 feet; thence S.09°16'13" E. 47.92 feet; thence S.15°14'33" E. 103.36 feet; thence S.02°54'25" W. 25.79 feet; thence S.04°22'51" E. 70.16 feet; thence S.01°17'00" E. 66.17 feet; thence S.44°09'28" W. 62.22 feet; thence S.51°52'31" E. 38.36 feet; thence S.09°18'07" W. 49.70 feet; thence N.84°17'26" W. 31.38 feet; thence S. 19°51'44" W. 19.38 feet; thence S.63°43'32" E. 35.93 feet; thence S.14°06'33" E. 34.81 feet; thence S.11°24'47" W. 36.40 feet; thence S.86°39'10" E. 79.45 feet; thence S.20°39'49" W. 136.87 feet; thence S.05°21'36" E. 104.21 feet; thence S.08°41'38" E. 52.74 feet; thence S.00°48'44" W. 82.41 feet; thence S.00°36'41" W. 41.24 feet; thence S.22°20'52" W. 19.53 feet; thence S.87°42'23" W. 20.77 feet; thence S.32°33'34" W. 21.65 feet; thence S.22°20'29" W. 25.64 feet; thence S.06°12'43" W. 17.83 feet; thence S.09°01'59" W. 32.00 feet; thence S.02°35'39" W. 27.51 feet; thence S.01°22'54" W. 32.47 feet; thence S.06°15'55" W. 28.98 feet; thence S.01°08'40" W. 26.89 feet; thence S.40°49'35" W. 39.40 feet; thence S.17°46'26" W. 19.22 feet; thence S.12°22'58" W. 31.26 feet; thence S.31°02'35" W. 30.08 feet; thence S.29°56'09" W. 56.27 feet; thence S.32°46'12" W. 33.20 feet; thence S.09°07'31" W. 29.24 feet; thence S.33°57'05" W. 15.47 feet; thence S.82°43'14" W. 28.35 feet; thence S.51°31'55" W. 26.43 feet; thence S.37°15'11" W. 9.23 feet; thence S.12°43'21" W. 15.71 feet; thence S.36°24'31" E. 9.02 feet; thence S.35°55'40" E. 18.32 feet; thence S.29°46'29" W. 34.00 feet; thence S.20°14'26" W. 23.67 feet; thence S.49°12'19" W. 38.63 feet; thence S.56°20'25" W. 35.28 feet; thence S.04°58'16" W. 49.75 feet; thence S.34°48'36" E. 29.15 feet; thence S.20°27'55" E. 28.33 feet; thence S.06°10'28" E. 31.60 feet; thence S.48°36'21" E. 28.01 feet; thence S.79°42'45" E. 15.09 feet; thence S.66°23'04" E. 26.33 feet; thence S. 74°07'08" W. 27.80 feet; thence S.71°42'54" W. 36.05 feet; thence S. 64°25'59" W. 42.91 feet; thence S.75°03'46" W. 45.16 feet; thence S.73°36'21" W. 44.62 feet; thence S. 71°03'29" W. 52.35 feet; thence N.73°58'20" W. 24.18 feet; thence S.45°19'12" W.

Lawrence N. Schumacher, President

WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.13

LAKE GROVES UTILITIES, INC.  
(Continued from Sheet No. 3.12)

McPherson Property:

27.72 feet; thence S.73°03'05" W. 31.36 feet; thence S.81°47'29" W. 46.10 feet; thence S. 86°22'45" W. 65.11 feet; thence S.84°57'36" W. 53.58 feet; thence S.87°17'59" W. 48.05 feet; thence S.88°09'57" W. 39.00 feet; thence S.87°56'37" W. 45.73 feet; thence S.89°51'17" W. 54.99 feet; thence N.89°53'40" W. 59.03 feet; thence S. 88°18.51" W. 49.27 feet; thence S.88°29'00" W. 59.15 feet; thence S.87°34'30" W. 55.95 feet to the Point of Beginning. Containing 61.487 acres, more or less.

Lawrence N. Schumacher, President

WASTEWATER TARIFF

SECOND REVISED SHEET NO. 4.0  
(Cancels First Revised Sheet No. 4.0)

NAME OF COMPANY Lake Groves Utilities, Inc.

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule (s)</u> <u>Available</u>	<u>Sheet No.</u>
Lake	Greater Groves	Yes	16.0-23.1
Lake	Weatherly 27/Story Property	Yes	16.0-23.1
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Lake	Karst, Inc.	Yes	16.0-23.1
Lake	Holly Hill Property	Yes	16.0-23.1
Lake	Bosserman Property	Yes	16.0-23.1
Lake	Thousand Trails Property	Yes	16.0-23.1
Lake	Donric, Inc.	Yes	16.0-23.1
Lake	Lykes Bros., Inc.	Yes	16.0-23.1
Lake	McPherson Property/ Sienna Ridge	Yes	16.0-23.1

Lawrence N. Schumacher, President

UTILITIES, INC.

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

February 19, 1999

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

**RE: Application by Lake Groves Utilities, Inc. for Amendment of Certificates  
534-W and 465-S to Add additional Territory in Lake County.**

Dear Ms. Bayo:

Enclosed for filing are an original and five (5) copies of an Application for Amendment of Certificate No. 534-W and 465-S. Also enclosed is the \$400 filing fee (\$200 each for water and sewer). Two additional copies of the tariffs are also included. PSC Certificate Nos. 534-W and 465-S were filed in Docket No. 980958-WS and have not yet been returned to the utility.

If you have any questions, please contact me directly.

Respectfully submitted,

**WATER SERVICE CORP.**

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

BANK ONE COLUMBUS NA  
Circleville and Willamsport, Oh. Offices

NOT VALID  
AFTER 90 DAYS

NO. 298512

DATE 2/19/99 NET AMOUNT \$400.00

PAY \*\*\*\*\* Four Hundred and 00/100 \*\*\*\*\*

DOLLARS

496

Florida Public Service Commission  
Capital Circle Office Center

  
AUTHORIZED SIGNATURE

TO  
THE  
ORDER

UTILITIES, INC.

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

DEPOSIT                      DATE  
D 0 9 0                      FEB 2 2 1999

February 19, 1999

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

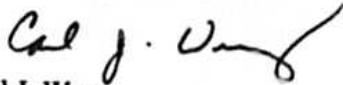
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If you have any questions, please contact me directly.

Respectfully submitted,



Carl J. Wenz  
Vice President, Regulatory Matters

cc: Mr. Ben Girtman

UTILITIES, INC.

DEPOSIT

DATE

D090

FEB 22 1999

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

February 19, 1999

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

RE: Application by Lake Groves Utilities, Inc. for Amendment of Certificates  
534-W and 465-S to Add additional Territory in Lake County.

Dear Ms. Bayo:

Enclosed for filing are an original and five (5) copies of an Application for Amendment of Certificate No. 534-W and 465-S. Also enclosed is the \$400 filing fee (\$200 each for water and sewer). Two additional copies of the tariffs are also included. PSC Certificate Nos. 534-W and 465-S were filed in Docket No. 980958-WS and have not yet been returned to the utility.

If you have any questions, please contact me directly.

WATER SERVICE CORP.

NOT VALID  
AFTER 90 DAYS

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

BANK ONE COLUMBUS, NA  
Circleville and Williamsport, Ohio Offices

(NO. 298512

DATE 2/19/99 NET AMOUNT \$400.00

PAY \*\*\*\*\* Four Hundred and 00/100 \*\*\*\*\* DOLLARS

496

Florida Public Service Commission  
Capital Circle Office Center  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TO  
THE  
ORDER  
OF