



March 20, 2000

Via Federal Express

Ms. Blanca Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

000334-WLL

RE: Application for Transfer of Water Facilities in Volusia County from
Tomoka Waterworks, Inc. to Florida Water Services Corporation.

Dear Ms. Bayo:

Enclosed are an original and seven copies of Florida Water Services Corporation ("Florida Water") Application for Transfer of Water Facilities of Tomoka Water Company, Inc. ("Tomoka Water") to Florida Water. A check in the amount of \$750.00 representing the required filing fees, is also enclosed.

Florida Water closed on the Acquisition of Tomoka Water on January 7, 2000. Consistent with Section 367.071 (1), Florida Statutes, this Acquisition is contingent on the Commission's approval.

Also enclosed are the original certificate and an original and two copies of the tariff sheets to forward to the Division of Water and Wastewater.

Kindly acknowledge receipt of the enclosed by date-stamping the copy of this letter and returning it in the self-addressed, stamped envelope which is enclosed for your convenience.

Should the Commission need any additional assistance in this matter, please do not hesitate to call me at (407) 598-4260.

Sincerely,

Matthew J. Feil
Staff Attorney

Check received for filing fees
forwarded to the Division of
Records & Reporting
Filed to the Division of
Records & Reporting
to RAR 10/10/00
Initials of person who filed check

JJM

FLORIDA
2000 MAR 21 AM 11:35

DIVISION OF
ADMINISTRATION

DOCUMENT NUMBER DATE
03575 MAR 21 8
FOSC-RECORDS & REPORTING

Enclosures

Florida Water Services Corporation / P.O. Box 609520 / Orlando, Florida 32860-9520 / Phone 407/598-4100

Water For Florida's Future

ORIGINAL



000334-WIU

BEFORE THE

FLORIDA PUBLIC SERVICE COMMISSION

APPLICATION FOR TRANSFER OF WATER FACILITIES
IN VOLUSIA COUNTY FROM TOMOKA WATERWORKS, INC.
TO FLORIDA WATER SERVICES CORPORATION

CONTAINING:

APPLICATION AND EXHIBITS

DOCUMENT NUMBER-DATE

03575 MAR 21 8

FPSC-RECORDS/REPORTING

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

Matthew J. Feil, Staff Attorney (407) 598-4260
Name Phone No.

1000 Color Place
Street address

Apopka FL 32703
City State Zip Code

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

Florida Water Services Corporation
Name of utility

(407)880-0058 (407)598-4241
Phone No. Fax No.

1000 Color Place
Office street address

Apopka FL 32703
City State Zip Code

P.O. Box 609520, Orlando, FL 32860
Mailing address if different from street address

www.Florida-Water.com
Internet address if applicable

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

Corporation Partnership Sole Proprietorship

Other: _____
(specify)

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

November 22, 1961

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

See Exhibit A

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

N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit B - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

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

See Exhibit C

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

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

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

- (a) Customer deposits and interest thereon;
 - (b) Any guaranteed revenue contracts;
 - (c) Developer agreements;
 - (d) Customer advances;
 - (e) Debt of the utility; and
 - (f) Leases.
- D) Exhibit E - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- E) Exhibit F - A statement describing the financing the purchase.
- F) Exhibit G - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
- G) Exhibit H - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit I - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

Mr. Steve Shirah

(904) 677-3238

Name

Phone No.

951 S.R. 40

Street address

Ormond Beach

FL

32174

City

State

Zip Code

- J) Exhibit J - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.
- K) Exhibit K - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.
- L) Exhibit L - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP)

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit M - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

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

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

B) Exhibit N - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- C) Exhibit O - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

 \$750.00 (for water) and N/A (for wastewater).

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

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500.**
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250.**
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$3,000.**

PART V OTHER

- A) Exhibit P - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

- B) Exhibit Q - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.
Sample tariff(s) are attached.
- C) Exhibit R - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I CHARLES L. SWEAT (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: Charles L. Sweat
Name and Title *
Charles L. Sweat
Vice President-Business Development*

Subscribed and sworn to before me this 16th day in the month of

March in the year of 2000 by Charles L. Sweat, as Vice President - Business Development, who is personally known to me.



Sarah Crockett
Notary Public's Signature
Sarah Crockett
Print, Type or Stamp
Commissioned name of Notary Public

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

Exhibit A

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

Please see attached Appendix A-1.

**Florida Water Services Corporation
(a Florida corporation)**

**Officers and Directors
Effective August 30, 1999**

Directors:

John Cirello, Chairman
1000 Color Place
Apopka, Florida 32703

David Gartzke
38 West Superior Street
Duluth, Minnesota 55802

Eric Teittinen
1000 Color Place
Apopka, Florida 32703

Forrest L. Ludsen
1000 Color Place
Apopka, Florida 32703

Charles L. Sweat
Vice President-Developer Relations
1000 Color Place
Apopka, Florida 32703

Forrest L. Ludsen
Sr. Vice President-Rates & Regulatory Affairs
1000 Color Place
Apopka, Florida 32703

Jose N. Albors
Vice President-Health & Safety
1000 Color Place
Apopka, Florida 32703

Mercedes I. Guzman
Vice President-Human Resources
1000 Color Place
Apopka, Florida 32703

Officers:

John Cirello
President, Chief Executive Officer
1000 Color Place
Apopka, Florida 32703

John L. Tillman, Jr.
Sr. Vice President-Marketing & Sales
1000 Color Place
Apopka, Florida 32703

Eric Teittinen
Sr. Vice President-Operations & Engineering
1000 Color Place
Apopka, Florida 32703

Lester Abberger
Sr. Vice President-Public Affairs
1000 Color Place
Apopka, Florida 32703

James A. Perry
Vice President-Finance and Administration, Chief
Financial Officer, Treasurer
1000 Color Place
Apopka, Florida 32703

Brian P. Armstrong
Sr. Vice President-Legal, Secretary, General Counsel,
Registered Agent
1000 Color Place
Apopka, Florida 32703

Rafael A. Terrero
Vice President-Environmental Compliance
1000 Color Place
Apopka, Florida 32703

Ida Roberts
Vice President-Communications
1000 Color Place
Apopka, Florida 32703

Ying C. Lee
Vice President-Engineering
1000 Color Place
Apopka, Florida 32703

Brian S. Bilinski
Controller
1000 Color Place
Apopka, Florida 32703

Kirk D. Martin
Assistant Secretary
1000 Color Place
Apopka, Florida 32703

Exhibit B

A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

The public interest will be well served by the transfer of Tomoka Waterworks, Inc.'s (TWW) facilities to Florida Water Services Corporation (FWS) because FWS has the requisite technical and superior financial ability to own and operate said facilities. FWS has been regulated by the Commission since 1964. FWS owns and operates water and wastewater facilities under Commission regulation in 20 service areas throughout the state of Florida. At year-end 1999, FWS's capital structure consisted of \$220 million in total capital including \$105 million in equity capital and \$115 million in long-term debt. FWS submits that it has the technical experience and financial size and strength to own and operate the TWW facilities, and the Commission has acknowledged FWS's technical and financial ability in previous proceedings, including transfers.

FWS will fulfill TWW's commitments, obligations, and representations regarding water and wastewater service to the extent set forth in this Application and the Asset Purchase Agreement (attached and marked "Appendix D").

Exhibit C

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

Please see attached Appendix C-1.

Water Plants Under FPSC Jurisdiction as of Feb. 2000

	<u>SYSTEM NAME</u>	<u>COUNTY</u>	<u>CERT. NO.</u>
1	Amelia Island	Nassau	171-W
2	Apple Valley	Seminole	279-W
3	Bay Lake Estates	Osceola	066-W
4	Beacon Hills	Duval	177-W
5	Beecher's Point	Putnam	076-W
6	Buenaventura Lakes	Osceola	066-W
7	Burnt Store	Charlotte / Lee	306-W
8	Carlton Village	Lake	106-W
9	Chuluota	Seminole	279-W
10	Citrus Park	Marion	373-W
11	Deep Creek	Charlotte	570-W
12	Deltona	Volusia	238-W
13	Dol Ray Manor	Seminole	279-W
14	Druid Hills	Seminole	279-W
15	East Lake Harris Estates	Lake	106-W
16	Fern Park	Seminole	279-W
17	Fern Terrace	Lake	106-W
18	Fisherman's Haven	Martin	368-W
19	Fountains	Osceola	066-W
20	Fox Run	Martin	368-W
21	Friendly Center	Lake	106-W
22	Geneva Lake Estates	Bradford	554-W
23	Gibsonia Estates	Polk	587-W
24	Grand Terrace	Lake	106-W
25	Harmony Homes	Seminole	279-W
26	Hermits Cove	Putnam	076-W
27	Hobby Hills	Lake	106-W
28	Holiday Haven	Lake	106-W
29	Imperial Mobile Terrace	Lake	106-W
30	Intercession City	Osceola	066-W
31	Interlachen Lake Estates	Putnam	076-W
32	Jungle Den	Volusia	238-W
33	Keystone Club Estates	Bradford	554-W
34	Keystone Heights	Clay	003-W
35	Kingswood	Brevard	002-W
36	Lake Ajay Estates	Osceola	066-W
37	Lake Brantley	Seminole	279-W
38	Lake Gibson Estates	Polk	587-W
39	Lake Harriet Estates	Seminole	279-W
40	Lakeview Villas	Clay	003-W
41	Lehigh	Lee	306-W
42	Leilani Heights	Martin	368-W
43	Leisure Lakes	Highlands	422-W
44	Marion Oaks	Marion	373-W

45	Meredith Manor	Seminole	279-WPAGE
46	Morningview	Lake	106-W
47	Oakwood	Brevard	002-W
48	Orange Hill	Polk	587-W
49	Palisades Country Club	Lake	106-W
50	Palm Port	Putnam	076-W
51	Palm Terrace	Pasco	209-W
52	Palm Valley	St. Johns	562-W
53	Palms Mobile Home Park	Lake	106-W
54	Park Manor	Putnam	076-W
55	Picciola Island	Lake	106-W
56	Pine Ridge Estates	Osceola	066-W
57	Piney Woods	Lake	106-W
58	Pomona Park	Putnam	076-W
59	Postmaster Village	Clay	003-W
60	Quail Ridge	Lake	106-W
61	Remington Forest	St. Johns	562-W
62	River Grove	Putnam	076-W
63	Salt Springs	Marion	373-W
64	Samira Villas	Marion	373-W
65	Saratoga Harbour	Putnam	076-W
66	Silver Lake Estates	Lake	106-W
67	Silver Lake Oaks	Putnam	076-W
68	Skycrest	Lake	106-W
69	St. Johns Highlands	Putnam	076-W
70	Stone Mountain	Lake	106-W
71	Sugar Creek	Polk	587-W
72	Sugar Mill	Volusia	238-W
73	Sunny Hills	Washington	501-W
74	Sunshine Parkway	Lake	106-W
75	Tangerine	Orange	Pending
76	Tomoka	Volusia	Pending
77	Tropical Park	Osceola	066-W
78	Valencia Terrace	Lake	106-W
79	Venetian Village	Lake	106-W
80	Welaka	Putnam	076-W
81	Western Shores	Lake	106-W
82	Windsong	Osceola	066-W
83	Woodmere	Duval	177-W
84	Wootens	Putnam	076-W
85	Zephyr Shores	Pasco	209-W

Wastewater Plants Under FPSC Jurisdiction as of Feb. 2000

	<u>SYSTEM NAME</u>	<u>COUNTY</u>	<u>CERT. NO.</u>
1	Amelia Island	Nassau	122-S
2	Apple Valley	Seminole	226-S
3	Beacon Hills	Duval	124-S
4	Beecher's Point	Putnam	284-S
5	Buenaventura Lakes	Osceola	289-S
6	Burnt Store	Charlotte / Lee	255-S
7	Chuluota	Seminole	226-S
8	Citrus Park	Marion	322-S
9	Deep Creek	Charlotte	496-S
10	Deltona	Volusia	182-S
11	Fisherman's Haven	Martin	319-S
12	Florida Central Commerce Park	Seminole	226-S
13	Fox Run	Martin	319-S
14	Holiday Haven	Lake	120-S
15	Jungle Den	Volusia	182-S
16	Lake Gibson Estates	Polk	506-S
17	Lehigh	Lee	255-S
18	Leilani Heights	Martin	319-S
19	Leisure Lakes	Highlands	359-S
20	Marion Oaks	Marion	322-S
21	Meredith Manor	Seminole	226-S
22	Morningview	Lake	120-S
23	Palm Port	Putnam	284-S
24	Palm Terrace	Pasco	154-S
25	Park Manor	Putnam	284-S
26	Salt Springs	Marion	322-S
27	Silver Lake Oaks	Putnam	284-S
28	South Forty	Marion	322-S
29	Sugar Mill	Volusia	182-S
30	Sunny Hills	Washington	435-S
31	Sunshine Parkway	Lake	120-S
32	Tropical Isles	St. Lucie	482-S
33	Valencia Terrace	Lake	120-S
34	Venetian Village	Lake	120-S
35	Woodmere	Duval	124-S
36	Zephyr Shores	Pasco	154-S

Exhibit D

A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

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

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

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

Please see attached Appendix D-1.

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT, dated this _____ day of _____, 19____, by and between Tomoka Water Works, Inc, a Florida Corporation authorized to do business in Florida, hereinafter referred to as "Seller", and Florida Water Services Corporation, a Florida corporation, hereinafter referred to as "FWS".

WHEREAS, Seller owns assets, facilities, and properties used in the treatment, transmission and distribution of water, for purposes of this agreement hereinafter referred to as the "System," and said System is used in providing water service to customers in the area known as Twin Rivers, Tomoka View and Tanglewood, located in Volusia County, Florida; and

WHEREAS Seller and FWS have agreed upon a purchase and sale of said System under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals, covenants, and representations contained herein, Seller and FWS hereby agree as follows:

I. Production of Documents and Materials. Upon execution of this Agreement or within twenty (20) days thereafter, Seller shall furnish to FWS all documents and materials listed on Exhibit 1, which is attached hereto and by reference incorporated herein. If an item listed in Exhibit 1 does not presently exist and cannot be recreated without undue difficulty, FWS may waive its production. Waiver(s) shall be in writing, but may either be noted herein or by separate instrument. Copies of the documents and materials may be provided where appropriate. Copies will be made at the Seller's expense.

II. Purchased Assets. The term "Purchased Assets" means those properties, rights and interests of Seller which FWS will purchase pursuant to this Agreement. The "Purchased Assets" consist of the following:

A. All real property and real property interests, including leasehold interests, reversions and remainders, held by Seller and used or retained in connection with or in any way related to the

AGREEMENT FOR
PURCHASE & SALE
PAGE 2

System, including all water treatment and related assets, facilities, improvements, structures, and fixtures located on said aforesaid real property. Exhibit 2, attached hereto and by reference incorporated herein, contains the legal descriptions for all of Seller's fee simple and easement interests in real property upon which all utility plant and facilities are located.

B. All easements, rights-of-way, rights, and consents granted to Seller which are or may be necessary for the proper construction, operation, and maintenance of the System.

C. All Seller's right, title and interest in tangible and intangible personal property used or held for use by Seller in connection with the System, including, but not limited to, the following:

(1) All water supply, storage, treatment, and distribution facilities of every kind and description whatsoever, including but not limited to, wells, pumps, tanks, ponds, lines, transmission mains, distribution mains, supply pipes, generators, valves, meters, meter boxes, service connections, and all other physical facilities and property installations used or held for use in connection with the System;

(2) All certificates (including those of the Florida Public Service Commission), permits, licenses, franchises, immunities, privileges, license rights, easements, consents, grants, rights-of-way, rights and interests of every character whatsoever granted by any governmental authorities and which are or may be necessary for the proper construction, operation, and maintenance of the System, along with Seller's interest in any amendments and modifications to and any pending requests concerning the aforementioned rights and properties;

(3) All current customer billing records and meter books, all prints, plans, engineering drawings, reports, surveys, plats, specifications, shop drawings, equipment manuals, equipment warranties, soil reports, environmental audits, and other documentation and materials related to construction and operation of the System;

(4) All Seller's right, title and interest in agreements

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PURCHASE & SALE
PAGE 3

with customers or prospective customers of the System for the provision of water service; all right to tap-in fees, advances for construction, connection, plant or system capacity, main extension and service availability fees, guaranteed revenues, meter fees and charges and all other fees and charges;

(5) All cash on hand in banks, reserves, sinking funds, escrow accounts trust funds and other deposits or restricted cash, cash equivalents, stocks, bonds, instruments, certificates of deposit and other securities and investments, checking and savings accounts and any other deposits and funds;

(6) All customer deposits and all customer and other accounts receivable and notes receivable;

(7) All inventories of chemicals, fuel, cleaning supplies, and any other stores and supplies used or held for use in operation of the System;

(8) All equipment and machinery of any kind, including computers, vehicles, tools, repair and spare parts used or held for use in operation of the System.

D. Without limiting the assets to be sold to FWS or the representations and warranties of the Seller, it is intended that FWS acquire all of the property and assets of Seller related to the System which exist on the closing date wherever same are located and whether or not same are specifically described above, included on Seller's financial statements or reports or identified on any exhibit or schedule attached hereto, except, however, any assets as may hereinafter be provided.

III. Excluded Assets. The properties and assets of Seller related to the System which are not being acquired by FWS ("Excluded Assets") are as follows: (a) nontransferable permits and agreements, if any, and (b) insurance policies.

IV. Purchase and Sale. Subject to the conditions and representations of this Agreement, Seller agrees to sell, convey,

AGREEMENT FOR
PURCHASE & SALE
PAGE 4

assign, transfer, and deliver to FWS, and FWS agrees to buy, take title to, and possession of the Purchased Assets for the total purchase price of forty thousand and 00/100 Dollars (\$40,000.00) plus the value of Seller's inventory of supplies and equipment at closing as agreed upon by the parties. Said total purchase price shall be paid as follows:

The entire balance shall be paid by wire transfer, cashier's check, or cash at the time of closing. The balance shall be subject to applicable credits, adjustments, and prorations as are expressly provided herein.

V. Encumbrances on Purchased Assets. Pursuant to the terms and conditions of this Agreement, Seller will transfer good and marketable title to all of the Purchased Assets to FWS. The Purchased Assets shall be transferred free and clear of all liabilities, obligations, liens, mortgages, option, charges and encumbrances of any kind, character, or description.

VI. Utility Obligations. FWS agrees to assume, accept, and discharge all disclosed commitments of Seller to provide water service within the service area(s) described in Seller's Certificate of Authorization issued by the Florida Public Service Commission ("FPSC") within the service areas actually served and within those area(s) Seller is committed to serve as such commitments and obligations have been lawfully imposed on Seller. FWS's duties hereunder shall commence upon closing.

VII. Seller's Liabilities. FWS assumes none of Seller's debt, liabilities, or other financial or service obligations except those as are expressly identified herein. FWS does not assume and shall not be liable for any expense, exposure, fine, penalty, liability, act, or obligation of any kind whatsoever imposed or required by any third party, whether known or unknown, whether contingent, liquidated or unliquidated, including any federal, state, or local authority, whether arising or accruing under contract, tort or pursuant to statute, rule, ordinance, regulation or otherwise, including any liabilities and obligations under any lease, license, agreement, and government permit acquired by FWS pursuant hereto, based upon, related to, or arising out of any violation of law, breach of permit obligation, breach of contract,

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PURCHASE & SALE
PAGE 5

occurrence of any tort or other event arising or accruing before or after the closing date when the operative act or omission was that of or attributable to the Seller. Seller shall remain liable for and shall pay, perform or discharge all such liabilities and obligations; provided Seller is not hereby limited in its right to contest in good faith any such liabilities or obligations.

VIII. Customer Deposits. Seller will transfer its customer deposits, if any, to FWS. FWS shall dispose of the customer deposits in the manner set forth in the FPSC's Rules and FWS's tariff, unless otherwise directed or allowed by the FPSC.

IX. Access to Premises and Records. Commencing on the date of this Agreement, Seller shall give FWS, its agents, and representatives access to all property, documents, materials, books and records related in any way to the System which are either in Seller's possession or which Seller has access to. Any copies of documents, materials, books and records required by FWS will be made at FWS's expense. FWS shall defend and indemnify Seller and Seller shall defend and indemnify FWS from and against any costs, damages, claims or liability resulting from FWS's inspection of Seller's property. FWS agrees that any information it obtains from Seller pursuant to this Agreement which Seller wishes to be kept confidential, will be kept confidential upon written request of Seller. In the event the Agreement is terminated without a closing, such materials will be returned to the Seller or destroyed in accordance with Seller's written instructions, provided, however, that if the Agreement is terminated and any party alleged a breach thereof, all such materials may be retained by FWS until final determination of the dispute. By holding materials confidential, FWS agrees not to provide said materials to any third party absent that party's authority to obtain said materials pursuant to law. When required by Seller, FWS and Seller agree to seek such protection against further dissemination of such confidential information by the third party as may be allowed by law.

X. Survey. Within twenty (20) days of this Agreement, FWS will order a survey of that real property described in Exhibit 2 for which FWS will require title insurance. The survey required hereunder will be performed by a registered, licensed Florida

FWS

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surveyor and will be certified to Seller, FWS and the title insurer. The survey will (1) contain a legal description conforming to the legal description contained in the title insurance commitment delivered hereunder for each parcel of real estate, including the designated easements acquired, (2) detail all designated easements, encroachments, and utility rights-of-way upon the property, show the location of adjoining public streets so as to affirmatively show rights of ingress and egress to and from the property, and (3) shall indicate the locations of all structures, buildings and other improvements within the boundary lines of such property. If the survey shows any encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restriction, contract, covenants, or applicable government regulation, same shall constitute a title defect.

XI. Title Insurance. Within twenty (20) days of execution of this Agreement, FWS shall order and pay for a title insurance commitment issued by a qualified title insurer. In the commitment, the insurer will agree to issue to FWS, upon recording of the instruments of conveyance in favor of FWS, an Owner's Policy of Title Insurance insuring title to all real property interests acquired in the amount of the total purchase price, subject only to liens, encumbrances, exceptions or qualifications accepted by FWS in its sole discretion. The title commitment will have attached copies of all pertinent documentation for items identified as exceptions or conditions. The commitment will be effective on and as of the closing date. The title policy will provide affirmative coverage for appurtenant easements, zoning and contiguity; will have deleted the standard exceptions; will not show any material inaccuracy in any representation or warranty made with respect to the real property; and will include any such other coverage as may reasonably be requested by FWS. At or before closing, Seller will provide all documents and affidavits the title insurer deems necessary to issue FWS a title insurance policy which comports with this Agreement.

XII. Seller's Disclosure Statement, Representations and Warranties. To induce FWS to enter into this Agreement, Seller represents, warrants, and covenants as follows:

A. Seller is a corporation duly organized, validly existing

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and in good standing under the laws of the State of Florida and is duly authorized to engage in business in the State of Florida. True and complete copies of Seller's articles of incorporation and by-laws are set forth in Schedule A, to a Disclosure Statement delivered and executed on even date herewith.

B. Seller has all right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein. The execution and delivery of the Agreement and the consummation thereof has been duly authorized by all necessary corporate action on the part of Seller. Further, the persons signing this agreement on behalf of Seller warrant that they have the authority to execute and deliver this Agreement on behalf of Seller. All necessary corporate authorizations are attached to the Disclosure Statement and marked Schedule B.

C. Except as set forth in Schedule C to the Disclosure Statement, the execution and delivery of this Agreement by Seller and consummation of the transactions therein contemplated do not and will not conflict with or result in any violation of, default under, or give rise to a right of termination, cancellation or acceleration of any obligation, or to loss of a benefit, or permit the acceleration of any obligation under, any provision of Seller's articles of incorporation or bylaws, any mortgage, deed of trust, indenture, lease, agreement or other instrument, judgment, order, statute, rule, ordinance, permit, certificate, or license granted Seller.

D. Except as set forth in Schedule D to the Disclosure Statement, no consent, approval, order, or authorization, or filing with any person or governmental authority is required to be made or received by Seller prior to the execution and delivery of this Agreement by Seller and consummation of the transactions therein contemplated other than the approval of the FPSC.

E. Seller has or will upon execution of this Agreement provide FWS with any and all financial statements and reports which have been prepared by an independent certified public accountant in regard to the operations of the System, including (if applicable) audited annual financial statements, reports, income and expense statements, balance sheets, etc. Said reports financial statements and reports are identified in Schedule E to the Disclosure Statement. Seller represents that said statements and reports fairly represent the financial position, results of operations,

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cash flows, net assets, and retained earnings of Seller in connection with the System.

F. Except as set forth in Schedule F to the Disclosure Statement or elsewhere in this Agreement, Seller has no liability, obligation, or commitment of any kind, which Seller knows of or should know of which is due or to become due in connection with the operation of the System.

G. Except as set forth in Schedule G to the Disclosure Statement, beginning in the six months prior to this Agreement, Seller has not in connection with its operation of the acquired System undergone any meaningful change in its financial condition, properties, assets, operations, level of indebtedness or entered into any agreements respecting water service other than in the ordinary course of business and has not acquired or disposed of any assets or properties or acquired any assets or properties in excess of 15% of the purchase price.

H. Except as set forth in Schedule H to the Disclosure Statement, Seller has filed in a timely manner (taking into account all extensions of due dates) all federal, state, county, municipal and other tax returns, reports and declarations required to have been filed in connection with the System and has timely paid all tax due. "Tax" means any tax or governmental charge, impost, levy or assessment together with any related liabilities, penalties, fines, charges or additions to tax imposed by the federal, state, county or local governments or subdivisions thereof.

I. Seller warrants that Schedule I to the Disclosure Statement contains (a) a true and complete list of all items of plant, machinery and equipment, and all other tangible personal property, owned by Seller in connection with the System which has a current book value for financial reporting purposes, (b) a true and complete description, by metes and bounds or lot, block and section of all real property interests, including appurtenant easements, owned by Seller and (c) a general description of all licenses, public rights of way, including those created by recorded plats, easements in gross and other rights and interests in real property owned by Seller or in which Seller has any interest or right.

J. Seller warrants that (a) all buildings, structures,

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machinery, equipment, trade fixtures, leasehold improvements, water mains and transmission lines and other tangible property owned by Seller are adequately maintained and are in good repair and good working condition, ordinary wear and tear excepted, (b) none of such buildings or structures, including water mains and transmission lines, encroach upon the property of others, and (c) no property of others encroaches upon the property of Seller owned in fee, under any easement, license, or otherwise materially adversely affects the construction, operation, maintenance, replacement or repair of Seller. Seller has access to all of its properties including easements by public road, private road which Seller has the right to use, or by private easement.

K. Schedule K to the Disclosure Statement contains a copy of each and every lease whereby Seller holds or operates real or personal property in connection with the System. All leased property is in good repair and working condition, ordinary wear and tear excepted.

L. Schedule L to the Disclosure Statement contains list of all items of stores, supplies and inventory held in connection with the System as of the date of this Agreement. As of the date of closing, Seller will have on hand such quantities of inventory items as are required to conduct operations of the System.

M. Seller warrants that Schedule M to the Disclosure Statement contains a true, correct and complete list of all governmental (federal, state, county, municipal, etc.), permit applications, permits, licenses, grants, qualifications, consents, certificates of authorization, exceptions, variances, and other authorizations, approvals and filings granted Seller in connection with the System.

N. Seller has not received notice of, nor is it aware of, any actions, suits, or proceedings pending or threatened against or affecting any of the Purchased Assets, including special assessments, zoning violations, condemnation proceedings, and violation(s) of federal, state, or local environmental law or regulation in connection with the System. Seller also represents that it is not aware of any conditions which exist on the real property which could result in its or FWS's incurring any costs, expenses, damages, or penalties by reason of liability for a violation of any zoning regulation or any federal, state, or local environmental law or regulation in connection with the System.

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O. Seller has all the necessary and required authorizations from the Florida Department of Environmental Protection ("FDEP"), the FPSC, the pertinent water management district(s), and any other appropriate governmental agencies to operate the System.

P. All of the real property owned, leased or used by Seller is free of environmental contamination or other potentially harmful physical condition, and no hazardous substance has been improperly stored upon, disposed of, spilled or otherwise released to the environment on or in the property. Additionally, Seller warrants that Seller is in compliance with all federal, state and local filing and notification requirements respecting hazardous substances and hazardous wastes. The operation of the System complies in all material respects with all federal, state, and local environmental requirements, and all hazardous wastes or byproducts resulting from operation of the System have been disposed of in an environmentally sound manner. Seller warrants that any storage tanks, whether above or below ground, on or at any of the real property owned by Seller, installed or used by Seller, or which are known to Seller to exist, are in sound condition free of corrosion or leaks which could permit any release of stored material and are in compliance with all applicable federal, state and local statutes and regulations.

Q. Seller warrants that there are no judicial, administrative, or arbitration actions, suits, proceedings or investigations pending or threatened against or affecting Seller or the System nor is there any finding, judgment, decree, injunction, rule or order of any court, authority or arbitrator or any settlement or conciliation agreement outstanding against or affecting Seller or the System.

R. Schedule R to the Disclosure Statement sets forth Seller's rates, fees and charges currently in effect for the System including Seller's current service availability policy and all previous service availability policies.

S. There are no agreements to which Seller is a party or by which Seller is bound and which FWS would be bound after closing affecting any of the Purchased Assets. As used in this paragraph, the word "agreements" includes written and oral contracts, leases, understandings, mortgages, commitments, etc.

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T. Seller warrants that Seller has not received any prepaid tap-in fees, connection fees, hook-up charges or other fees, charges or advances from customers, builders, or developers for whom services have not been rendered.

U. Seller has no presently existing agreement, contract, or commitment, to provide service in the future to any properties other than those within its FPSC certificated territory. All of Seller's agreements and commitments to provide service are identified and included in Schedule U to the Disclosure Statement. Seller represents that it is complying with all provisions of said agreements and is not in default under any of them.

XIII. Representations and Warranties of FWS. To induce Seller to enter into this Agreement, FWS represents, warrants, and covenants as follows:

A. FWS is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

B. FWS has all right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein. The execution and delivery of the Agreement and the consummation thereof has been duly authorized by all necessary corporate action on the part of FWS. Further, the persons signing this agreement on behalf of FWS warrant that they have the authority to execute and deliver this Agreement on behalf of FWS.

C. The execution and delivery of this Agreement by FWS and consummation of the transactions therein contemplated do not and will not conflict with or result in any violation of or default under any agreement or other instrument, judgment, order, decree, statute, law, ordinance, rule, license, grant concession or regulation applicable to FWS.

D. No consent, approval, order, or authorization, or filing with any person or governmental authority is required to be made or received by FWS prior to the execution and delivery of this Agreement and consummation of the transactions therein contemplated other than the approval of the FPSC.

XIV. Conduct of Business Prior to Closing. From the date

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hereof until closing, Seller shall carry on its operation of the System in the ordinary course of business and in substantially the same manner as it has heretofore and shall use all reasonable efforts to preserve intact the present financial status of the System operations and the value of the Purchased Assets, maintain its tangible personal property and real property in good repair, keep in full force and effect adequate insurance covering damage or casualty to the tangible and real property to be sold, and discharge and perform all of its duties and obligations as required.

XV. Regulatory Approvals. Seller and FWS acknowledge that consummating this transaction is subject to the approval of the FPSC and may be subject to the regulatory approval of other governmental authorities. Seller and FWS agree to prepare and file jointly all necessary applications for such regulatory approvals as are required in order to consummate this Agreement. The parties will apply their respective best efforts to obtain all said approvals and will cooperate fully in pursuit thereof. In particular, the parties agree to file a joint application for FPSC of the transfer of Seller's assets to FWS and determination of net book value at transfer (the "Application") within 30 days after the expiration of any investigation period provided hereinbelow.

XVI. Termination. This Agreement may be terminated by FWS within sixty (60) days from the date of execution (the "Investigation Period") for any reason. FWS may also terminate the Agreement if there has been a breach of any representation, warranty, covenant or agreement by Seller as contained herein and such failure shall not have been either waived in writing by FWS or cured by the Seller within thirty (30) days after notification by FWS. Seller may terminate this Agreement if there has been a breach of any representation, warranty, covenant or agreement by FWS as contained herein. FWS may terminate the agreement for any failure of a condition precedent to closing. FWS and Seller may terminate the Agreement if a final judgement has been entered against either restraining, prohibiting or awarding substantial damages in connection with any material part of this transaction. A final judgement means one from which no appeal can be taken. Upon termination of this Agreement, any deposit made by will be returned to FWS, and this Agreement will be null and void, and no further liability will be imposed on the parties except in the event that

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termination resulted from a breach of a representation, warranty, covenant or agreement.

XVII. Conditions Precedent. The conditions set forth below must be met in order for closing to take place. In the event any one of the following conditions is not met, this Agreement may be terminated as set forth herein.

A. All of the documents and materials provided pursuant to this Agreement have been received by and are acceptable to FWS.

B. All of the Seller's representations and warranties have been and continue to be true and correct in every material respect to the date of closing.

C. The FPSC has granted final approval of the Application and said approval conforms in all material respects with and places no conditions upon the matters sought and set forth in the Application. Final approval will be deemed given on the date the FPSC issues a final order approving the Application, provided, however, that if the Application was contested, final approval will be deemed given either (1) when the time for the contestant's filing a notice of appeal has passed without a notice having been filed or (2) if a notice of appeal is timely filed, on a date FWS shall designate, in its sole discretion, given the possibility that the FPSC's final order may be stayed.

D. Any other required government approvals have been received.

E. There has been no material adverse change to the value or condition of the Purchased Assets.

F. All deliverables needed for closing have been prepared, reviewed, and approved by the parties prior to closing.

XVIII. Closing. The closing of this transaction shall occur on the first business day of the first month which is twenty (20) business days after the FPSC's final approval of the Application.

A. The closing shall take place in Orange County, Florida, at 1000 Color Place, Apopka, Florida, 32703.

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B. At closing, Seller shall deliver to FWS all documents necessary to transfer title of the Purchased Assets to FWS as contemplated herein. Such documents shall include: a Warranty Deed conveying title to the real property and improvements purchased; a Bill of Sale conveying title to all tangible and intangible personal property purchased; an instrument conveying all of the Seller's right, title, and interest to all easements, rights-of-way, rights, and consents necessary for the proper construction, operation, and maintenance of the System; an Ownership Affidavit; satisfactory proof of the release of any encumbrances affecting the purchased assets; the title insurance policy; and any other documents deemed necessary by FWS to transfer the purchased assets as contemplated herein.

C. Each party shall bear its own attorney, engineering, and accounting fees related to this transaction. Each party represents that it has not engaged the services of a broker or agent for this transaction. This representation notwithstanding, FWS shall not be responsible for paying a commission due any broker or agent. FWS shall be responsible for payment of the recording fees and documentary stamps on the Warranty Deed, and Seller will pay all documentary stamps on and recording costs for documents necessary to clear title and remove encumbrances. FWS shall pay the title insurance premium.

XIX. Proration Of Taxes And Assessments. All ad valorem taxes and general assessments, including regulatory assessment fees, applicable to the purchased assets will be prorated between Seller and FWS as of the date of closing. Said prorations shall be made based on the current year's amounts. If closing occurs at a date when the current year's millage is not yet fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the real property by January 1 of the year of closing which improvements were not in existence on January 1 of the prior year, then taxes shall be prorated based upon the prior year's millage and an equitable assessment agreed upon by the parties or, that failing, one informally given by the property appraiser. Upon request of a party, any proration based on an estimate shall be subsequently readjusted upon receipt of a bill,

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provided that such a request shall be noted in the closing statement. All special assessments which have been levied or certified before closing shall be paid by the Seller.

XX. Risk of Loss. As agreed to hereinabove, Seller shall keep the System insured against damage until the date of closing. If all or any part of the System is damaged before closing and the cost of restoring the property does not exceed 5% of the purchase price, the cost of restoration shall be paid for by the Seller at or before closing. If restoration costs exceed 5% of the purchase price, FWS has the option of either (1) acquiring the System as is, but with either a collimate percentage reduction in the purchase price or the Seller's insurance proceeds of (2) terminating this Agreement as set forth hereinabove.

XXI. Rights And Duties Of Escrow Agent. The Escrow Agent, if one is provided for or necessary, will not be entitled to compensation for its services. The Escrow Agent shall be liable only to hold any funds or documents and deliver same to the parties in accordance with the provisions of this Agreement. The Escrow Agent shall hold any funds received by it in an interest-bearing account. Seller and FWS agree that the Escrow Agent shall not be liable for any action taken in good faith, but only for its gross or willful negligence. In the event of any controversy involving any escrowed funds or documents resulting in adverse claims being made upon same, Escrow Agent shall be entitled to place all or portions of such escrowed funds or documents in the registry of a court of competent jurisdiction, and upon delivery of such funds or documents into the registry, Escrow Agent shall be released from all further liability in connection with the funds or documents so delivered.

XXII. Costs And Fees For Enforcement. In the event that either party to this Agreement files suit to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all the prevailing party's costs, including attorneys' fees.

XXIII. Remedies. If Seller breaches this Agreement, FWS may seek specific performance of the Agreement. If FWS breaches this

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FOR BUYER: Charles L. Sweat, Vice President
Developer Relations & Planning
Florida Water Services Corporation
1000 Color Place
Apopka, FL 32703

with a copy to:

Brian P. Armstrong, General Counsel
Florida Water Services Corporation
1000 Color Place
Apopka, Florida 32703

XXVIII. Severability. This Agreement is intended to be performed in accordance with the law. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or appropriate regulatory authority, the remainder of the Agreement shall be enforced to the greatest extent possible.

XXIX. Laws & Venue. This agreement shall be governed by and interpreted consistently with the laws of the State of Florida. Venue for any action involving this Agreement shall be in Orange County, Florida.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Tomoka Water Works, Inc.

By: J.D. Bryant
Name: J.D. Bryant
Title: President

Witnesses:

Name: Danny R. Curry
Name: [Signature]

Florida Water Services Corporation,
a Florida corporation

By: Charles L. Sweat
Charles L. Sweat,
Vice President

Witnesses:

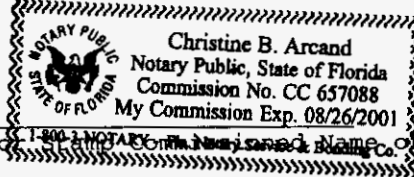
Name: Sandra Blinco
Name: Richard G. Foster

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STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this
4th day of Nov, 1999, by Charles L. Sweat, as Vice
President - Developer Relations & Planning for Florida Water
Services Corporation.

Christine B. Arcand
Signature of Notary Public)



(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF Colusia

The foregoing instrument was acknowledged before me this
23rd day of Sept, 1999, by J.D. Bryant, as
President for Florida Water Works, Inc.

Penny K. Every
Signature of Notary Public)



Penny K. Every
MY COMMISSION # CC821965 EXPIRES
March 29, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

Exhibit E

A Statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

Except as may be set forth in the Asset Purchase Agreement ("Exhibit D"), pursuant to Section 367.071(2), Florida Statutes, Tomoka Waterworks will remain liable for outstanding fees, fines or refunds subject to Commission regulation.

Exhibit F

A statement describing the financing of the purchase.

Florida Water has paid cash for the purchase of this utility, through funds provided by operations. As such, the Company has not relied on any entity to provide funding for the purchase.

Exhibit G

A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

As mentioned in Exhibit F, Florida Water paid cash for the purchase of Tomoka Waterworks, so there are no entities in which we relied on to provide funding for the purchase. Information regarding Florida Water's general sources of funds can be provided upon request.

Exhibit H

The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

Rate base for Tomoka Waterworks, Inc., was last established by the Commission in Docket No. 881583-WU, Order No. 21674, issued August 3, 1989.

Exhibit I

A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculations.

No acquisition adjustment is requested to be approved in the transfer docket.

Exhibit J

If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

The PSC will have access to the books and records. Contact Mr. Steve Shirah at 951 S.R. 40, Ormond Beach, Florida 32174. Mr. Shirah's phone number is (904) 677-3238.

Exhibit K

A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

Florida Water has reviewed the seller's tax returns, and seller has stated that copies of said returns are available for review and copying.

Exhibit L

A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

Based on Florida Water Services review, the overall condition of the water treatment plant was found to be satisfactory, but in need of maintenance. The system is in compliance with DEP and SJRWMD.

Exhibit M

An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

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

Please see attached.

AFFIDAVIT

State of Florida
County of Orange

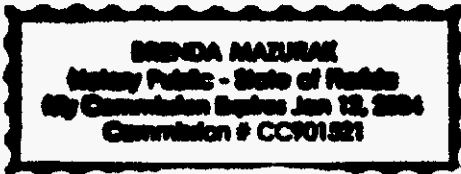
Before me, the undersigned authority, personally appeared, Sarah Crockett as Legal Secretary of Florida Water Services Corporation and after being duly sworn said:

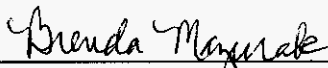
1. The she has personal knowledge of the matters contained herein.
2. Attached hereto and identified as "Appendix M-1" is a copy of the notice of application.
3. Attached hereto and identified as "Appendix M-2" is a copy of the entity list.
4. Copies of the notice were sent by U.S. Mail on February 16, 2000.

Further Affiant sayeth not.


Sarah Crockett

Signed and sworn before me this 20th day of March, 2000, by Sarah Crockett, Legal Secretary of Florida Water Services Corporation, who is personally known to me and did take an oath.




Brenda U. Mazurak
Notary Public, State of Florida at Large
Commission Number:
My Commission Expires:

Appendix M-1

Notice



APPENDIX M-1

PAGE 1 OF 2

February 16, 2000

RE: Transfer of Water Facilities from Tomoka Waterworks to Florida Water Services Corporation.

Dear Ladies/Gentlemen:


Pursuant to Section 367.071, Florida Statutes, you are hereby given notice of the application for transfer of all water facilities of Tomoka Waterworks to Florida Water Services Corporation ("Florida Water"). The water facilities to be transferred provide service to the territory described in "Attachment A" to this notice. In the transfer application, Florida Water proposes to make no changes to the rates and charges to which Tomoka Waterworks was authorized to assess.

Any objection to the application must be made in writing within thirty (30) days from the date of this notice to the Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, and a copy of the objection must be sent to Florida Water Services Corporation, Attention Matthew J. Feil, Esquire, P.O. Box 609520, Orlando, Florida 32860-9520.

Very truly yours,

Florida Water Services Corporation

by:


Charles L. Sweat

Vice President – Business Development

DESCRIPTION OF TERRITORY SERVED

In Township 14 South, Range 32 East, Volusia County
Tanglewood Forest - Tomoka View System

Section 30 - Begin at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 and run thence North 2 degrees 02 minutes 46 seconds West, 1218 ft. more or less to a point in the Southerly shore of the Tomoka River; thence return to the POINT OF BEGINNING; thence from said POINT OF BEGINNING run South 2 degrees 02 minutes 46 seconds East, 940 ft. to a point; thence North 87 degrees 57 minutes 14 seconds East, 1090 ft. to a point in the North right-of-way of Ormond-Barberville Road (Highway 40); thence North 34 degrees 02 minutes 23 seconds East, 757.70 ft.; thence North 45 degrees 17 minutes 23 seconds East, 300.55 ft.; thence North 49 degrees 01 minutes 37 seconds West, 611.40 ft.; thence North 8 degrees 46 minutes 17 seconds West; 1011.73 ft.; thence South 87 degrees 28 minutes 07 seconds West, 1067 ft. more or less to a point in the aforesaid Southerly shore of the Tomoka River; thence Southwesterly 125 ft. more or less to the Northerly termination of the first named course of this description, to end and close.

In Township 14 South, Range 31 East, Volusia County
Win River Estates System

Section 25 - Begin at the Southwest corner of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 25; thence North 0 degrees 48 minutes West to a point in the Southerly shore line of the Little Tomoka River; thence return to THE POINT OF BEGINNING; thence North 87 degrees 56 minutes East, 236.43 ft. to a point in the Northerly right-of-way of the Ormond-Barberville Road (Highway 40); thence North 73 degrees 05 minutes 50 seconds East, along said Northerly right-of-way line of the Ormond-Barberville Road (Highway 40) to an intersection with the West shoreline of Tomoka River; thence Northerly along the meandering West shoreline of said Tomoka River to an intersection with the Southerly shoreline of Little Tomoka River; thence Westerly along the meandering Southerly shoreline of said Little Tomoka River to a point being the termination of the first named course of this description, to end and close.

Appendix M-2

Entity List



^{4th}
February 2, 2000

Via Facsimile: (850) 413-7000

Mr. Richard Redemann
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Entity Noticing List Pursuant to Rule 25-30.030, Florida Administrative Code
(Florida Water Services Corporation Acquisition of Tomoka Waterworks, Inc.)

Dear Mr. Redemann:

At your earliest convenience, please fax me the entity noticing list required by Rule 25-30.030(2), Florida Administrative Code, for the transfer of water facilities serving the territory described in "Attachment A", affixed to this letter.

If you have any questions, please call me at (407) 598-4162. My fax number is (407) 598-4241.

Sincerely,


Sarah Crockett
Legal Secretary

Attachments

LIST OF WATER AND WASTEWATER UTILITIES IN VOLUSIA COUNTY

(VALID FOR 60 DAYS)
02/04/2000-04/03/2000

UTILITY NAME

MANAGER

VOLUSIA COUNTY

DEBARY ASSOCIATES, INC. (WS053)
1 LEISURE DRIVE, S.
DEBARY, FL 32713-9742

CHARLES SHALETT
(407) 574-6601

ENTERPRISE UTILITIES CORPORATION (DELTONA) (WS067)
P. O. BOX 609520
ORLANDO, FL 32860-0520

FORREST L. LUDSEN
(407) 880-0058

FLORIDA WATER SERVICES CORPORATION (WS548)
P. O. BOX 609520
ORLANDO, FL 32860-9520

BRIAN P. ARMSTRONG
(407) 598-4152

NORTH PENINSULA UTILITIES CORPORATION (SU615)
P. O. BOX 2803
ORMOND BEACH, FL 32175-2803

ROBERT HILLMAN
(904) 441-7528 OR -6286

PLANTATION BAY UTILITY CO. (WS479)
100 PLANTATION BAY DRIVE
ORMOND BEACH, FL 32174

JACK AFFLEBACH
(904) 437-9185

TERRA MAR VILLAGE UTILITIES, INC. (WS748)
4383 SOUTH U.S. 1
EDGEWATER, FL 32141-7346

FRANK J. UDDO
(940) 345-3662

TOMOKA WATER WORKS, INC. (WU244)
1951 WEST GRANADA BLVD.
ORMOND BEACH, FL 32174-6740

STEVE P. SHIRAH
(904) 677-5702

TYMBER CREEK UTILITIES (WS246)
1951 WEST GRANADA BLVD.
ORMOND BEACH, FL 32174-6740

STEVE P. SHIRAH
(904) 677-5702

LIST OF WATER AND WASTEWATER UTILITIES IN VOLUSIA COUNTY

(VALID FOR 60 DAYS)
02/04/2000-04/03/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

COUNTY MANAGER/CLERK, VOLUSIA COUNTY
123 WEST INDIANA AVENUE
DELAND, FL 32720-4612

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

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

MAYOR, CITY OF DAYTONA BEACH
P. O. BOX 2451
DAYTONA BEACH, FL 32115-2451

MAYOR, CITY OF DAYTONA BEACH SHORES
3050 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118-6159

MAYOR, CITY OF DELAND
P. O. BOX 449
DELAND, FL 32721-0449

MAYOR, CITY OF DELTONA
P. O. BOX 5550
DELTONA, FL 32728-5550

MAYOR, CITY OF EDGEWATER
P. O. BOX 100
EDGEWATER, FL 32132-0100

MAYOR, CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117-2898

LIST OF WATER AND WASTEWATER UTILITIES IN VOLUPTA COUNTY

APPENDIX m-2
PAGE 4 OF 5

(VALID FOR 60 DAYS)
02/04/2000-04/03/2000

UTILITY NAME

MANAGER

MAYOR, CITY OF LAKE HELEN
P. O. BOX 39
LAKE HELEN, FL 32744-0039

MAYOR, CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168-7040

MAYOR, CITY OF OAK HILL
234 SOUTH U.S. HIGHWAY 1
OAK HILL, FL 32759-9647

MAYOR, CITY OF ORMOND BEACH
P. O. BOX 277
ORMOND BEACH, FL 32175-0277

MAYOR, CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32119-9619

MAYOR, CITY OF SOUTH DAYTONA
P. O. BOX 214960
SOUTH DAYTONA, FL 32121

MAYOR, TOWN OF ORANGE CITY
205 EAST GRAVES AVENUE
ORANGE CITY, FL 32763-5213

MAYOR, TOWN OF PIERSON
P. O. BOX 527
PIERSON, FL 32180-0527

MAYOR, TOWN OF PONCE INLET
4680 SOUTH PENINSULA DRIVE
PONCE INLET, FL 32019

LIST OF WATER AND WASTEWATER UTILITIES IN VOLUSIA COUNTY

(VALID FOR 60 DAYS)
02/04/2000-04/03/2000

UTILITY NAME

MANAGER

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

STATE OFFICIALS

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

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

Exhibit N

An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit.

Please see attached.

Affidavit

STATE OF FLORIDA)
COUNTY OF ORANGE)
_____)

STEVEN M. GALLIS, having been duly sworn, states as follows:

1. I am Supervisor of Administrative Services in the Office Services Department of Florida Water Services Corporation ("Florida Water"), whose central office is located in Apopka, Florida.

2. As part of my duties, I am responsible for administering mailings to Florida Water customers, such as notices required by Florida Public Service Commission Rules and Orders.

3. On February 16, 2000 in my presence and under my supervision, Florida Water personnel mailed to the customers of Tomoka Waterworks (in the Tangelwood Forest and Twin River Estates subdivisions) in Volusia County a copy of the document attached hereto and marked "Appendix A."

4. The names and addresses of the aforesaid customers were previously obtained by Florida Water from Tomoka Waterworks and provided to our Customer Service Department. A copy of the list of customer names and addressees is attached and marked "Appendix B."

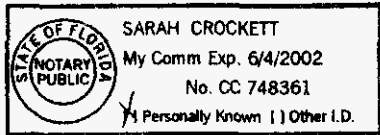
5. On February 16, 2000 my staff and I machine postmarked 263 envelopes containing copies of the aforementioned document(s) and hand delivered the envelopes to a representative of the United States Postal Service for delivery.



STEVEN M. GALLIS

STATE OF FLORIDA)
COUNTY OF ORANGE)
_____)

The foregoing instrument was acknowledged before me this 20th day of March, 2000, by STEVEN M. GALLIS, who is personally known to me and who did take an oath.



Sarah Crockett

Sarah Crockett
Notary Public, State of Florida at Large
Commission No. CC 748361
My Commission Expires: 6/4/2002



February 16, 2000

RE: Transfer of Water Facilities from Tomoka Waterworks to Florida Water Services Corporation.

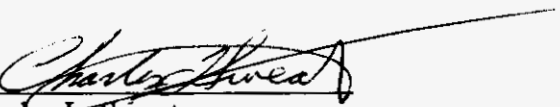
Dear Ladies/Gentlemen:

Pursuant to Section 367.071, Florida Statutes, you are hereby given notice of the application for transfer of all water facilities of Tomoka Waterworks to Florida Water Services Corporation ("Florida Water"). The water facilities to be transferred provide service to the territory described in "Attachment A" to this notice. In the transfer application, Florida Water proposes to make no changes to the rates and charges to which Tomoka Waterworks was authorized to assess.

Any objection to the application must be made in writing within thirty (30) days from the date of this notice to the Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, and a copy of the objection must be sent to Florida Water Services Corporation, Attention Matthew J. Feil, Esquire, P.O. Box 609520, Orlando, Florida 32860-9520.

Very truly yours,

Florida Water Services Corporation

by: 
Charles L. Sweat
Vice President – Business Development

DESCRIPTION OF TERRITORY SERVED

In Township 14 South, Range 32 East, Volusia County
Tanglewood Forest - Tomoka View System

Section 30 - Begin at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 and run thence North 2 degrees 02 minutes 46 seconds West, 1218 ft. more or less to a point in the Southerly shore of the Tomoka River; thence return to the POINT OF BEGINNING; thence from said POINT OF BEGINNING run South 2 degrees 02 minutes 46 seconds East, 940 ft. to a point; thence North 87 degrees 57 minutes 14 seconds East, 1090 ft. to a point in the North right-of-way of Ormond-Barberville Road (Highway 40); thence North 34 degrees 02 minutes 23 seconds East, 757.70 ft.; thence North 45 degrees 17 minutes 23 seconds East, 300.55 ft.; thence North 49 degrees 01 minutes 37 seconds West, 611.40 ft.; thence North 8 degrees 46 minutes 17 seconds West; 1011.73 ft.; thence South 87 degrees 28 minutes 07 seconds West, 1067 ft. more or less to a point in the aforesaid Southerly shore of the Tomoka River; thence Southwesterly 125 ft. more or less to the Northerly termination of the first named course of this description, to end and close.

In Township 14 South, Range 31 East, Volusia County
win River Estates System

Section 25 - Begin at the Southwest corner of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 25; thence North 0 degrees 48 minutes West to a point in the Southerly shore line of the Little Tomoka River; thence return to THE POINT OF BEGINNING; thence North 87 degrees 56 minutes East, 236.43 ft. to a point in the Northerly right-of-way of the Ormond-Barberville Road (Highway 40); thence North 73 degrees 05 minutes 50 seconds East, along said Northerly right-of-way line of the Ormond-Barberville Road (Highway 40) to an intersection with the West shoreline of Tomoka River; thence Northerly along the meandering West shoreline of said Tomoka River to an intersection with the Southerly shoreline of Little Tomoka River; thence Westerly along the meandering Southerly shoreline of said Little Tomoka River to a point being the termination of the first named course of this description, to end and close.

2/11/2000

NUMBER OF FORMS PRINTED

PAGE 1

1808

DLG030RP6

ZIP CODE	NUMBER OF FORMS WITH ZIP+4	NUMBER OF FORMS WITHOUT ZIP+4	
170	1		
302	1		
321	229	31	
329	1		
GRAND TOTAL	232	31	263

APPENDIX B
PAGE 1 OF 7

VERIFICATION LIST OF NOTICE NAME AND ADDRESS PRINTING

PLANT	CUST #	NAME	ADDRESS		ZIP
1808	10006362	GLENN MILLER	1040 WALNUT ST	APT 1	17003-1431
1808	10006267	HOWARD REYNOLDS	P O BOX 2865		30269-0865
1808	10006256	RAYMOND WEBB	1538 GARDEN AVE		32117-2110
1808	10006534	IRYEN ELMORE	867 PONDEROSA DR		32119
1808	10006410	LAWERENCE PETKER	302 DUNLANTON AVE		32127-4456
1808	10008057	DOUGLAS CARLSON	P O BOX 730359		32173-0359
1808	10006405	ROBERT BAURIES	19 TWIN RIVER		32174
1808	10006325	GREG CALDWELL		217 CHEROKEE RD	32174
1808	10006322	DEBBIE CAVERLY		241 CHEROKEE	32174
1808	10006323	THOMAS L CHURCH SR		233 CHEROKEE AVE	32174
1808	10008906	THERESA CIARELLI	12 WATERBERRIE		32174
1808	10006311	FRED JR DISSELKOEN		236 CHEROKEE	32174
1808	10006384	JEFFREY DODGE	37 N. TYMER CREEK RD		32174
1808	10006329	CHRISTINE DRURY		195 CHEROKEE	32174
1808	10008044	DALE DUFFER	307 WATER OAK LANE		32174
1808	10006286	ROBERT ELTON	45 TWIN RIVER		32174
1808	10006440	JOHN EVANS	444 NAVAJO		32174
1808	10006277	FRED GREENE	39 TWIN RIVER		32174
1808	10006326	TAMMY GRODZINSKI		209 CHEROKEE	32174
1808	10006315	JUNE HELLMICH		265 CHEROKEE	32174
1808	10006307	PATRICIA HOFFMAN		226 CHEROKEE RD	32174
1808	10006266	JON JONES	26 TWIN RIVER		32174
1808	10006689	LARRY KINGSLEY	1387 W GRANADA BLVD		32174
1808	10006312	LEROY MAC LEAN	240 CHEROKEE DR		32174
1808	10008050	RUSS MANNING	1385 W GRANADA BLVD		32174
1808	10008064	DONALD MOORE	341 NAVAJO AVE		32174
1808	10006328	ORLANDO ORTIZ		201 CHEROKEE DR	32174
1808	10006324	ROBERT PALMITER		225 CHEROKEE RD	32174
1808	10006332	JOHN ROMANELLI		187 CHEROKEE RD	32174
1808	10006318	ARTHUR ROOT		257 CHEROKEE	32174
1808	10006269	TOM RULAND	32 TWIN RIVER		32174
1808	10006305	SHEILA SHARPE		376 NAVAJO DR.	32174
1808	10006314	SCOT SHERWIN		248 CHEROKEE RD	32174
1808	10008024	SHIRAH BUILDERS INC	1951 W GRANADA BLVD		32174
1808	10006688	THE VINEYARD	1395 W GRANADA BLVD		32174
1808	10006310	EARL WILLIAMS		234 CHEROKEE	32174
1808	10006536	DARLENE CAULK	41 N TYMBER CREEK RD.		32174-2546
1808	10006535	LEON FLANCHER	39 N TYMBER CREEK RD.		32174-2546
1808	10006590	JAMES H RUSLER	43 N TYMBER CREEK RD		32174-2546
1808	10006532	SCOTT WITTWER	35 N TYMBER CREEK RD		32174-2546
1808	10006263	GREGORY HAROLD	12 BAYBERRY DR		32174-4802
1808	10006259	TROY HEILMAN	4 BAYBERRY DR		32174-4803
1808	10006300	HARRY LAPINS	24 TWIN RIVER DR		32174-4819
1808	10006392	NICOLE GRAY	5 RIVERDALE AVE		32174-4825
1808	10006386	SUSAN M JAREMBACK	1 RIVERDALE		32174-4825
1808	10006397	K MOOREHOUSE	9 RIVERDALE DR		32174-4825
1808	10006398	DONALD RICHARDSON	11 RIVERDALE AVE.		32174-4825
1808	10006389	ROBERT SNOWDEN	3 RIVERDALE DR		32174-4825
1808	10006395	ED THORLA	7 RIVERDALE DR		32174-4825
1808	10006370	EDGAR FARMER	10 RIVERDALE DR		32174-4826
1808	10006376	CHARLES M JOHNSON	2 RIVERDALE AVE		32174-4826

APPENDIX B
 PAGE 2 OF 7

VERIFICATION LIST OF NOTICE NAME AND ADDRESS PRINTING

2/11/2000 PAGE 2 DLG030RP6
15:04:25 RALPH

PLANT	CUST #	NAME	ADDRESS	ZIP
1808	10006367	ALBERT SORRENTINO	12 RIVERDALE AVE	ORMOND BEACH, FL 32174-4826
1808	10006372	JAMES TOWNSEND	6 RIVERDALE DR	ORMOND BEACH, FL 32174-4826
1808	10006268	WALTER GREENERT	30 TWIN RIVER DR	ORMOND BEACH, FL 32174-4833
1808	10006273	KATHY HUDSON	48 TWIN RIVER DR.	ORMOND BEACH, FL 32174-4833
1808	10006270	LEO LA LONDE	34 TWIN RIVER DR	ORMOND BEACH, FL 32174-4833
1808	10006271	DAVID SACKS	36 TWIN RIVER DR	ORMOND BEACH, FL 32174-4833
1808	10006295	WAYNE H BUSSEY	31 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006413	MALCOLM EVANS	13 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006290	PAUL R FINN	41 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006520	HOMER FISHER	5 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006497	STEPHEN FLEMING	11 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006402	MICHAEL FURMAN	21 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006496	BETTY KACHNYCZ	9 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006401	ROBERT B KEMMER	23 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006408	KATHLEN LUSBY	17 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006302	PAM MCCALED	29 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006287	NANCY O'NEILL	43 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006294	GEORGE SHOTWELL	33 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006524	SOTOS SPANOS	3 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006411	JOHN SPENCE	15 TWIN RIVER DR.	ORMOND BEACH, FL 32174-4834
1808	10006293	KIM TITONE	35 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006400	WILLIAM WALLIS	25 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006519	NORA WALSH	7 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006291	CARDLYN WOODS	37 TWIN RIVER DR	ORMOND BEACH, FL 32174-4834
1808	10006526	MEL ANDERSON	2 TWIN RIVER DR	ORMOND BEACH, FL 32174-4838
1808	10006509	EARL BEAUDRIE	8 TWIN RIVER DR	ORMOND BEACH, FL 32174-4838
1808	10006505	DANIEL ENSMINGER	10 TWIN RIVER DR	ORMOND BEACH, FL 32174-4838
1808	10006399	JOHN MC CREADY	20 TWIN RIVER DR	ORMOND BEACH, FL 32174-4838
1808	10006510	A.M. POTEET	6 TWIN RIVER DR.	ORMOND BEACH, FL 32174-4838
1808	10006523	JOHN L SMITH SR	4 TWIN RIVER DR	ORMOND BEACH, FL 32174-4838
1808	10006417	STEPHEN SMITH	12 TWIN RIVER DR	ORMOND BEACH, FL 32174-4838
1808	10006415	D D SPENCER	14 TWIN RIVER DR	ORMOND BEACH, FL 32174-4838
1808	10006201	CARLTON COLE	9 WATERBERRY CIR	ORMOND BEACH, FL 32174-4845
1808	10006202	ALAN JOHNSON	11 WATERBERRY CIR	ORMOND BEACH, FL 32174-4845
1808	10006198	KEN MURRAY	7 WATERBERRY CIR	ORMOND BEACH, FL 32174-4845
1808	10006195	HARRY PARSONS	1 WATERBERRY CIR	ORMOND BEACH, FL 32174-4845
1808	10006196	FRANK WENCEL	3 WATERBERRY CIR	ORMOND BEACH, FL 32174-4845
1808	10006197	COLLEEN WILKERSON	5 WATERBERRY CIR	ORMOND BEACH, FL 32174-4845
1808	10006257	STEVE BUCKHOLT	4 WATERBERRY CIR	ORMOND BEACH, FL 32174-4846
1808	10006254	MIKE ESTOK	8 WATERBERRY CIR	ORMOND BEACH, FL 32174-4846
1808	10006258	ARTHUR GRENIER	2 WATERBERRY CIR.	ORMOND BEACH, FL 32174-4846
1808	10006233	JULIE HALL	10 WATERBERRY CIR	ORMOND BEACH, FL 32174-4846
1808	10006260	DONNA FESSMAN	13 BAYBERRY DR.	ORMOND BEACH, FL 32174-4879
1808	10006183	JAMES HELLMICH	1 BAYBERRY DR.	ORMOND BEACH, FL 32174-4879
1808	10006192	JOHN HIGHET	5 BAYBERRY DR.	ORMOND BEACH, FL 32174-4879
1808	10006191	LORELEI LUTZ	3 BAYBERRY DR.	ORMOND BEACH, FL 32174-4879
1808	10006193	TERRI NEESOM	9 BAYBERRY DR.	ORMOND BEACH, FL 32174-4879
1808	10006265	JOHN VERGOBBI	15 BAYBERRY DR	ORMOND BEACH, FL 32174-4879
1808	10006422	RICHARD MADDEN	153 SEMINOLE DR	ORMOND BEACH, FL 32174-5800
1808	10006593	GERALD BARON	317 APACHE TR	ORMOND BEACH, FL 32174-5801
1808	10006563	GREG CASAMENTO	389 APACHE TR	ORMOND BEACH, FL 32174-5801

APPENDIX B
PAGE 3 OF 7

VERIFICATION LIST OF NOTICE NAME AND ADDRESS PRINTING

2/11/2000 PAGE 3 DLG030RP6
15:04:25 RALPH

PLANT	CUST #	NAME	ADDRESS	ZIP
1808	10006594	ALAN DAMON	309 APACHE TR	ORMOND BEACH, FL 32174-5801
1808	10006595	GENENVIEVE FOX	301 APACHE	ORMOND BEACH, FL 32174-5801
1808	10006578	URSULA GERERDI	349 APACHE TR	ORMOND BEACH, FL 32174-5801
1808	10006584	ALAN HASTINGS	333 APACHE TR	ORMOND BEACH, FL 32174-5801
1808	10006588	DAVID & TE HODGE	325 APACHE TR	ORMOND BEACH, FL 32174-5801
1808	10006571	EARL J ILER	373 APACHE TR	ORMOND BEACH, FL 32174-5801
1808	10006581	GARY W KING	343 APACHE TR	ORMOND BEACH, FL 32174-5801
1808	10006577	SHELDON LONDON	357 APACHE TR	ORMOND BEACH, FL 32174-5801
1808	10006572	JOHN SMALLWOOD	365 APACHE TR	ORMOND BEACH, FL 32174-5801
1808	10006565	CAROL TUCK	381 APACHE TR	ORMOND BEACH, FL 32174-5801
1808	10006403	FRANCIS BORGES	390 APACHE TR	ORMOND BEACH, FL 32174-5802
1808	10006569	WILLIAM COOK	374 APACHE TR	ORMOND BEACH, FL 32174-5802
1808	10006582	LYMAN LAUGHTON	340 APACHE TR	ORMOND BEACH, FL 32174-5802
1808	10006586	CLAUDIA MILLARD	328 APACHE TR	ORMOND BEACH, FL 32174-5802
1808	10006574	ROBERT A SANDERS	366 APACHE TR	ORMOND BEACH, FL 32174-5802
1808	10006592	JACK SUMNER	308 APACHE TR	ORMOND BEACH, FL 32174-5802
1808	10006589	TOMOKA METHODIST CHURCH	316 APACHE TR	ORMOND BEACH, FL 32174-5802
1808	10006575	DENNIS WININGS	358 APACHE TR	ORMOND BEACH, FL 32174-5802
1808	10006561	RICHARD CRANSTON	163 CHEROKEE	ORMOND BEACH, FL 32174-5803
1808	10006558	J CUDDY	139 CHEROKEE	ORMOND BEACH, FL 32174-5803
1808	10006542	GEORGE DALLER	115 CHEROKEE	ORMOND BEACH, FL 32174-5803
1808	10006720	JOHN HINSON	109 CHEROKEE DR	ORMOND BEACH, FL 32174-5803
1808	10006355	LOUIS MASTERS	171 CHEROKEE	ORMOND BEACH, FL 32174-5803
1808	10006719	KENNETH MURRAY	101 CHEROKEE	ORMOND BEACH, FL 32174-5803
1808	10006549	PAMELA PARKER	123 CHEROKEE RD	ORMOND BEACH, FL 32174-5803
1808	10006559	JOE PUTTING	147 CHEROKEE	ORMOND BEACH, FL 32174-5803
1808	10006363	WILLIAM STRAUSS	179 CHEROKEE	ORMOND BEACH, FL 32174-5803
1808	10006555	JOE TEASLEY	131 CHEROKEE	ORMOND BEACH, FL 32174-5803
1808	10006560	KATHRYN VOLTOLINE	155 CHEROKEE RD	ORMOND BEACH, FL 32174-5803
1808	10006543	SHAWN ALBERT	116 CHEROKEE DR	ORMOND BEACH, FL 32174-5804
1808	10006544	WALLACE JOYNER	124 CHEROKEE	ORMOND BEACH, FL 32174-5804
1808	10006541	CHARLES MAURER	108 CHEROKEE	ORMOND BEACH, FL 32174-5804
1808	10006554	JACK PATTERSON	132 CHEROKEE DR	ORMOND BEACH, FL 32174-5804
1808	10006464	DOW E BOYKIN	201 CHIPPEWA	ORMOND BEACH, FL 32174-5807
1808	10006465	VIRGINIA DONAHUE	217 CHIPPEWA CIR	ORMOND BEACH, FL 32174-5807
1808	10006466	JOSEPH SNYDER	225 CHIPPEWA	ORMOND BEACH, FL 32174-5807
1808	10006467	DONALD WILSON	233 CHIPPEWA CIR	ORMOND BEACH, FL 32174-5807
1808	10006469	BRIAN BUCKLEY	232 CHIPPEWA CIR	ORMOND BEACH, FL 32174-5808
1808	10006468	FRED KUNZ	240 CHIPPEWA	ORMOND BEACH, FL 32174-5808
1808	10006471	HOLLIE NIMS	224 CHIPPEWA	ORMOND BEACH, FL 32174-5808
1808	10006625	SHIRLEE ECKARD	241 GREENBRIAR AVE	ORMOND BEACH, FL 32174-5809
1808	10006430	CLAYTON BALES	330 NAVAJO	ORMOND BEACH, FL 32174-5810
1808	10006461	KENNETH MILLS	340 NAVAJO DR	ORMOND BEACH, FL 32174-5810
1808	10006691	JACOB DAVIS	125 GREENBRIAR AVE	ORMOND BEACH, FL 32174-5811
1808	10006693	RITA DI PRIMA	145 GREENBRIAR	ORMOND BEACH, FL 32174-5811
1808	10006695	JOSEPH DITULLIO	165 GREENBRIAR AVE	ORMOND BEACH, FL 32174-5811
1808	10006694	JOSE RUIZ	155 GREENBRIAR AVE	ORMOND BEACH, FL 32174-5811
1808	10006692	BETTY YATES	135 GREENBRIAR	ORMOND BEACH, FL 32174-5811
1808	10006697	NEAL CUDDY	150 GREENBRIAR	ORMOND BEACH, FL 32174-5812
1808	10006703	CHARLES JAKAITIS	100 GREENBRIAR	ORMOND BEACH, FL 32174-5812
1808	10006702	DONNA KELLEHER	110 GREENBRIAR	ORMOND BEACH, FL 32174-5812

APPENDIX B
PAGE 4 OF 7

VERIFICATION LIST OF NOTICE NAME AND ADDRESS PRINTING

PLANT	CUST #	NAME	ADDRESS	ZIP
1808	10006698	ROBERT PADGETT	140 GREENBRIAR	ORMOND BEACH, FL 32174-5812
1808	10006700	NEAL SINER	130 GREENBRIAR	ORMOND BEACH, FL 32174-5812
1808	10006701	CARLO YEZZA	120 GREENBRIAR	ORMOND BEACH, FL 32174-5812
1808	10006671	THOMAS POPYACK	205 GREENBRIAR	ORMOND BEACH, FL 32174-5813
1808	10006629	CHARLES SQUILLACOTE	215 GREENBRIAR	ORMOND BEACH, FL 32174-5813
1808	10006627	BARBARA CAMOOD	250 GREENBRIAR AVE	ORMOND BEACH, FL 32174-5814
1808	10006670	JACK E DAVENPORT	210 GREENBRIAR	ORMOND BEACH, FL 32174-5814
1808	10006624	VIRGINIA JONES	260 GREENBRIAR AVE	ORMOND BEACH, FL 32174-5814
1808	10006667	O L KISER	220 GREENBRIAR	ORMOND BEACH, FL 32174-5814
1808	10006628	DON MC MASTER	240 GREENBRIAR AVE	ORMOND BEACH, FL 32174-5814
1808	10006621	LUIS QUINONES	270 GREENBRIAR	ORMOND BEACH, FL 32174-5814
1808	10006665	RAY SCARBROUGH	230 GREENBRIAR	ORMOND BEACH, FL 32174-5814
1808	10008038	KELLY VOLINSKY	200 GREENBRIAR AVE	ORMOND BEACH, FL 32174-5814
1808	10006474	ROBERT MEINHOLD	373 NAVAJO	ORMOND BEACH, FL 32174-5815
1808	10006463	DAVID HIMS	349 NAVAJO	ORMOND BEACH, FL 32174-5815
1808	10006380	JUDY PALOMBO	375 NAVAJO DR	ORMOND BEACH, FL 32174-5815
1808	10006447	JANICE C RAMSAY	309 NAVAJO DR	ORMOND BEACH, FL 32174-5815
1808	10006473	L SHEKTER	389 NAVAJO	ORMOND BEACH, FL 32174-5815
1808	10006472	LYNN VACCARO	357 NAVAJO	ORMOND BEACH, FL 32174-5815
1808	10006449	CARL WEIXLER	317 NAVAJO	ORMOND BEACH, FL 32174-5815
1808	10006442	ROBERT WOOD	325 NAVAJO	ORMOND BEACH, FL 32174-5815
1808	10006426	ARTHUR ZOECKLER	301 NAVAJO DR	ORMOND BEACH, FL 32174-5815
1808	10006444	WOODY BREWSTER	308 NAVAJO	ORMOND BEACH, FL 32174-5816
1808	10006428	BOB BOLLIS	209 PAWNEE DR	ORMOND BEACH, FL 32174-5817
1808	10006379	EVELYN CAMACHO	241 PAWNEE DR	ORMOND BEACH, FL 32174-5817
1808	10006421	JAMES LEE	225 PAWNEE	ORMOND BEACH, FL 32174-5818
1808	10006423	J O COTHRAN	216 PAWNEE	ORMOND BEACH, FL 32174-5818
1808	10006393	RALPH FERRARA	224 PAWNEE	ORMOND BEACH, FL 32174-5818
1808	10006373	L E FOLSDM	242 PAWNEE DR	ORMOND BEACH, FL 32174-5818
1808	10006432	DAVID MILLER	208 PAWNEE DR	ORMOND BEACH, FL 32174-5818
1808	10006390	GEORGE MOORE	232 PAWNEE	ORMOND BEACH, FL 32174-5818
1808	10006387	ALBERTO PUTULIN	240 PAWNEE	ORMOND BEACH, FL 32174-5818
1808	10006599	KIM BROWN	125 SEMINOLE DR	ORMOND BEACH, FL 32174-5819
1808	10006598	BEVERLY CISSOM	127 SEMINOLE DR	ORMOND BEACH, FL 32174-5819
1808	10006601	ALAN & MAR GILBERT	109 SEMINOLE DR	ORMOND BEACH, FL 32174-5819
1808	10006597	JUDY E GREENE	141 SEMINOLE DR	ORMOND BEACH, FL 32174-5819
1808	10006427	MICHAEL J. BOYLE	172 SEMINOLE DR	ORMOND BEACH, FL 32174-5820
1808	10006406	ANNE BUNN	104 SEMINOLE DR	ORMOND BEACH, FL 32174-5820
1808	10006419	DENIS CULLER	148 SEMINOLE DR	ORMOND BEACH, FL 32174-5820
1808	10006409	HARLEY HOFFMAN	108 SEMINOLE DR	ORMOND BEACH, FL 32174-5820
1808	10006416	GRACIE LITTLE	132 SEMINOLE DR	ORMOND BEACH, FL 32174-5820
1808	10006425	CHRISTINE MCNAMARA	164 SEMINOLE DR	ORMOND BEACH, FL 32174-5820
1808	10006412	DENNIS PRESCOTT	124 SEMINOLE DR	ORMOND BEACH, FL 32174-5820
1808	10006424	OWEN WHITT	156 SEMINOLE DR	ORMOND BEACH, FL 32174-5820
1808	10006418	DIANA ZUBAS	140 SEMINOLE DR	ORMOND BEACH, FL 32174-5820
1808	10006448	JAMES COX	241 SEMINOLE DR	ORMOND BEACH, FL 32174-5821
1808	10006438	RONALD CRISP	217 SEMINOLE DR	ORMOND BEACH, FL 32174-5821
1808	10006453	RICHARD EGLI	301 SEMINOLE DR	ORMOND BEACH, FL 32174-5821
1808	10006434	BRYAN RAYMOND	209 SEMINOLE DR	ORMOND BEACH, FL 32174-5821
1808	10006446	DAVID RIZZO	233 SEMINOLE DR	ORMOND BEACH, FL 32174-5821
1808	10006439	LORI WEIR	225 SEMINOLE DR	ORMOND BEACH, FL 32174-5821

APPENDIX B
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VERIFICATION LIST OF NOTICE NAME AND ADDRESS PRINTING

2/11/2000 PAGE 5 DLG030RP6
15:04:25 RALPH

PLANT	CUST #	NAME	ADDRESS	ZIP
1808	10006450	RON CANDAGE	240 SEMINOLE DR	ORMOND BEACH, FL 32174-5822
1808	10006443	GREG GOFF	232 SEMINOLE DR	ORMOND BEACH, FL 32174-5822
1808	10006431	JOHN HALE	200 SEMINOLE DR	ORMOND BEACH, FL 32174-5822
1808	10006451	PETER KULIS	248 SEMINOLE DR	ORMOND BEACH, FL 32174-5822
1808	10006456	STEVE LEWIS	264 SEMINOLE DR	ORMOND BEACH, FL 32174-5822
1808	10006437	ANNETTE E. MOULDER	216 SEMINOLE DR	ORMOND BEACH, FL 32174-5822
1808	10006455	DENNIS VALERA	256 SEMINOLE DR	ORMOND BEACH, FL 32174-5822
1808	10006435	JAMES ZIMMER	208 SEMINOLE DR	ORMOND BEACH, FL 32174-5822
1808	10006374	JACQUELYN MCGINNIS	329 SEMINOLE DR	ORMOND BEACH, FL 32174-5823
1808	10006369	JACQUE PURDY	351 SEMINOLE DR	ORMOND BEACH, FL 32174-5823
1808	10006490	MIMI CERNAGLIA	356 SEMINOLE DR	ORMOND BEACH, FL 32174-5824
1808	10006491	WILLIAM CHANDLER	364 SEMINOLE DR	ORMOND BEACH, FL 32174-5824
1808	10006487	ROGER CROUSE	332 SEMINOLE DR	ORMOND BEACH, FL 32174-5824
1808	10006488	STARLA HANEY	340 SEMINOLE DR	ORMOND BEACH, FL 32174-5824
1808	10006457	MARK HYMAN	300 SEMINOLE DR	ORMOND BEACH, FL 32174-5824
1808	10006486	JAMES MORFORD	324 SEMINOLE DR	ORMOND BEACH, FL 32174-5824
1808	10006485	JIM SARGENT	308 SEMINOLE DR	ORMOND BEACH, FL 32174-5824
1808	10006489	MARLA B SHULENBURG	348 SEMINOLE DR	ORMOND BEACH, FL 32174-5824
1808	10006620	DIANA CLARK	257 SYLVAN DR	ORMOND BEACH, FL 32174-5825
1808	10006608	ANDY HURLEY	321 SYLVAN DR	ORMOND BEACH, FL 32174-5825
1808	10006576	LYNN PINKERTON	341 SYLVAN DR	ORMOND BEACH, FL 32174-5825
1808	10006580	ELIZABETH POMPI	331 SYLVAN DR	ORMOND BEACH, FL 32174-5825
1808	10006609	VICTORIA RADOVICH	311 SYLVAN DR	ORMOND BEACH, FL 32174-5825
1808	10006619	JOHN ATKINS	300 SYLVAN	ORMOND BEACH, FL 32174-5826
1808	10006570	WINOMA DOOLEY	350 SYLVAN DR	ORMOND BEACH, FL 32174-5826
1808	10006573	RONALD JOHNSON	340 SYLVAN DR	ORMOND BEACH, FL 32174-5826
1808	10006618	DIANE MANA KALIS	310 SYLVAN DR	ORMOND BEACH, FL 32174-5826
1808	10006564	C M NEALL	370 SYLVAN DR	ORMOND BEACH, FL 32174-5826
1808	10006566	K W RIDDLEBAUGH	360 SYLVAN DR	ORMOND BEACH, FL 32174-5826
1808	10006562	CRAIG RIVARD	380 SYLVAN DR	ORMOND BEACH, FL 32174-5826
1808	10006583	EDWARD WAGNER	330 SYLVAN DR	ORMOND BEACH, FL 32174-5826
1808	10006585	DANTE ZONFRILLI	320 SYLVAN DR	ORMOND BEACH, FL 32174-5826
1808	10006633	HERBERT CHALLIS	355 TULIP TREE LN	ORMOND BEACH, FL 32174-5827
1808	10006632	MICHAEL FARMER	347 TULIP TREE LN	ORMOND BEACH, FL 32174-5827
1808	10006631	PATRICIA LANE	337 TULIP TREE LN	ORMOND BEACH, FL 32174-5827
1808	10006630	DOROTHY NORTON	327 TULIP TREE LN	ORMOND BEACH, FL 32174-5827
1808	10006636	MICHAEL O'REILLY	371 TULIP TREE LN	ORMOND BEACH, FL 32174-5827
1808	10006634	CAROLYN SOLANE	363 TULIP TREE LN	ORMOND BEACH, FL 32174-5827
1808	10006638	JAMES WOLF	373 TULIP TREE	ORMOND BEACH, FL 32174-5827
1808	10006662	C R BERNHARDT	310 TULIP TREE LN	ORMOND BEACH, FL 32174-5828
1808	10006641	PHIL CASTALDI	340 TULIP TREE LN	ORMOND BEACH, FL 32174-5828
1808	10006645	AL ENSELL	320 TULIP TREE LN	ORMOND BEACH, FL 32174-5828
1808	10006639	M A KRENICHEN	356 TULIP TREE LN	ORMOND BEACH, FL 32174-5828
1808	10006643	LOUISE SCHUTT	330 TULIP TREE LN	ORMOND BEACH, FL 32174-5828
1808	10006568	VERONICA SLYFIELD	360 TULIP TREE LN	ORMOND BEACH, FL 32174-5828
1808	10006718	WALTER F ADLER	359 WATER OAK LN	ORMOND BEACH, FL 32174-5829
1808	10006708	EDWARD HORVATH	329 WATER OAK LN	ORMOND BEACH, FL 32174-5829
1808	10006709	TOBY LINN	339 WATER OAK LN	ORMOND BEACH, FL 32174-5829
1808	10006706	DAN SCHAFER	319 WATER OAK LN	ORMOND BEACH, FL 32174-5829
1808	10006715	BETTY J SMITH	349 WATER OAK LN	ORMOND BEACH, FL 32174-5829
1808	10006705	L H BARNES	320 WATER OAK LN	ORMOND BEACH, FL 32174-5830

APPENDIX B
PAGE 6 OF 7

VERIFICATION LIST OF NOTICE NAME AND ADDRESS PRINTING

PLANT	CUST #	NAME	ADDRESS
1808	10006711	TRACY BUNNER	340 WATER OAK LN
1808	10006710	DAVID HICKEY	330 WATER OAK LN
1808	10006704	FREDRICK JESSE	310 WATER OAK LN
1808	10006712	JOHN MILLER	350 WATER OAK LN
1808	10006475	GILLES ST. GELIAS	372 NAVAJO DR
1808	10006557	JEAN JORDAN	391 SYLVAN DR
1808	10006441	SARAH HAMMOND	826 HAGSTROM RD
1808	10006433	ADELBERT RANSOM	460 GLENWOOD DR

	ZIP
ORMOND BEACH, FL	32174-5830
ORMOND BEACH, FL	32174-5830
ORMOND BEACH, FL	32174-5830
ORMOND BEACH, FL	32174-5830
ORMOND BEACH, FL	32174-5833
ORMOND BEACH, FL	32174-5834
PIERSON, FL	32180-2510
SATELLITE BEACH, FL	32937-3139

TOTAL PRINTED 263

APPENDIX B
PAGE 1 OF 1

Exhibit O

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.

The affidavit of notice of actual application will be filed as a late-filed exhibit.

Exhibit P

Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

Please see attached Appendix P-1.

Grantor #1 TIN:

Warranty Deed

This Indenture, Made this 21st day of December, 1999 A.D., Between Tomoka Waterworks, Inc., a corporation existing under the laws of the state of Florida

of the County of Volusia, State of Florida, grantor, and Florida Water Services Corporation, a corporation existing under the laws of the state of Florida

whose address is: 1000 Color Place, Apopka, Florida 32703

, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of TEN & NO/100 (\$10.00) DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in the County of State of Florida to wit:

See Schedule "A" Attached For Complete Legal Description

Subject to taxes for the year 2000 and subsequent years which are not yet due and payable.

Subject to restrictions, reservations and easements of record, if any, the mention of which shall not serve to reimpose the same.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written. Signed, sealed and delivered in our presence: Tomoka Waterworks, Inc.

Jeffrey C. Sweet
Jeffrey C. Sweet
Witness

By: J. D. Bryant, Jr. (Seal)
J. D. Bryant, Jr., President
P.O. Address 440 Third Street, Holly Hill, FL 32117

Katherine E. Phillips
Katherine E. Phillips
Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

(Corporate Seal)

The foregoing instrument was acknowledged before me this 21st day of December, 1999 by J. D. Bryant, Jr., President of Tomoka Waterworks, Inc., Florida Corporation,

on behalf of the corporation. He is personally known to me.

This Document Prepared By:
JEFFREY C. SWEET, ESQ.
595 W. GRANADA BLVD. SUITE A
ORMOND BEACH, FL 32174

Katherine E. Phillips
Katherine E. Phillips
NOTARY PUBLIC
My Commission Expires: Katherine E. Phillips

SCHEDULE "A"**Parcel 1:**

Lot 3, LESS the Westerly 15 feet thereof, , Tomoka View Unit No. 2, according to the map or plat thereof as recorded in Plat Book 27, Page(s) 162, Public Records of Volusia County, Florida.

Parcel 2:

Lot 15, Twin River Estates, as recorded in Map Book 26, pages 101, Public Records of Volusia County, Florida. Less and except the southerly 7 feet of Lot 15, Twin River Estate as recorded in Map Book 26, page 101. Public Records of Volusia County, Florida as heretofore deeded to James F. Townsend and Beverly Y. Townsend by Warranty Deed dated July 23, 1970 and recorded August 20, 1970 in Official Records Book 1222, page 137, Public Records of Volusia County, Florida and also less and except that part of Lot 15, Twin River Estates, starting at the S.W. Corner and running east a distance of 80 feet and thence running along the driveway in a Southwesterly direction and a distance of 100 feet to intersect with the west line of Lot 15 and thence North a distance of 30 feet to the point of Beginning; said parcel having been heretofore deeded to Edgar E. Farmer and Nancy L. Farmer by Warranty Deed dated August 29, 1968 and recorded in Official Records Book 1039 at page 514 and re-recorded in Official Records Book 1084, page 511, Public Records of Volusia County, Florida.

Exhibit Q

The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.

An original and two separate copies of the revised tariff sheets are enclosed with the cover letter.

Exhibit R

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

Please see attached.

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number
238 - W

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

FLORIDA WATER SERVICES CORPORATION

Whose principal address is:

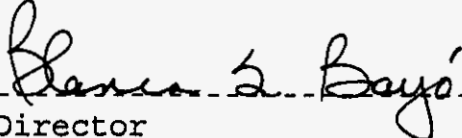
1000 Color Place
Apopka, Florida 32703 (Volusia County)

to provide water service in accordance with the provision
of Chapter 367, Florida Statutes, the Rules, Regulations
and Orders of this Commission in the territory described
by the Orders of this Commission.

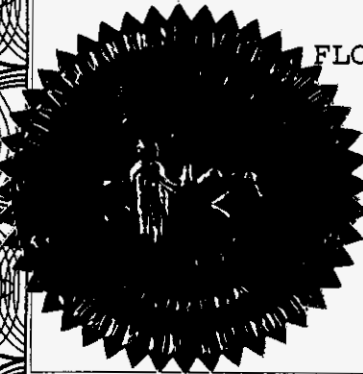
This Certificate shall remain in force and effect until
suspended, cancelled or revoked by Orders of this
Commission.

ORDER	19841	DOCKET	870936-WS
ORDER	20869	DOCKET	880605-WS
ORDER	25575	DOCKET	910662-WS
ORDER	PSC-93-1449-FOF-WS	DOCKET	930153-WS
ORDER	PSC-97-0427-FOF-WS	DOCKET	970028-WS
ORDER	PSC-98-1560-FOF-WS	DOCKET	980750-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



Director
Division of Records and Reporting





March 20, 2000

Ms. Blanca Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

DEPOSIT
D264M

Via Federal Express
DATE

MAR 22 2000

000334-uu

RE: Application for Transfer of Water Facilities in Volusia County from Tomoka Waterworks, Inc. to Florida Water Services Corporation.

Dear Ms. Bayo:

Enclosed are an original and seven copies of Florida Water Services Corporation ("Florida Water") Application for Transfer of Water Facilities of Tomoka Water Company, Inc. ("Tomoka Water") to Florida Water. A check in the amount of \$750.00 representing the required filing fees, is also enclosed.

Florida Water closed on the Acquisition of Tomoka Water on January 7, 2000. Consistent with Section 367.071 (1), Florida Statutes, this Acquisition is contingent on the Commission's approval.

Also enclosed are the original certificate and an original and two copies of the tariff sheets to forward to the Division of Water and Wastewater.

Kindly acknowledge receipt of the enclosed by date-stamping the copy of this letter and returning it in the self-addressed, stamped envelope which is enclosed for your convenience.

THIS DOCUMENT HAS A VOID FEATURE IN THE COLORED BACKGROUND. BACK OF DOCUMENT HAS ENDORSEMENT AREA AND A REPEATED ARTIFICIAL WATERMARK THAT READS "CHECK PROTECT". HOLD AT ANGLE TO VIEW.

	P.O. Box 609520 Orlando, FL 32860-9520 (407) 880-0058	DATE 2/09/2000	CHECK # 000043611	84-79 611 SunTrust Bank, Northwest Georgia, N.A. SunTrust Bank, Central Florida, N.A. SunTrust Center Office (407) 839-4786 Orlando, FL 32801
--	---	-------------------	----------------------	--

PAY LEGAL AMOUNT WRITTEN OUT IN DOLLARS
Seven Hundred Fifty and 00/100 Dollars

TO THE ORDER OF:
FLORIDA PUBLIC SERVICE COMM
2540 SHUMARD OAK BLVD.
TALLAHASSEE FL 32399-0850

VOID AFTER 90 DAYS
AMOUNT
\$*****750.00

BY
TWO SIGNATURES REQUIRED IF OVER \$100,000.00

03575-00
3/21/00

⑈000043611⑈