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MARGARET A. MENDUNI  
M. LANE STEPHENS

ORIGINAL

January 29, 2001

Ms. Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center, Room 110  
Tallahassee, Florida 32399-0850

HAND DELIVERY

RECEIVED-FPSC  
01 JAN 29 PM 3:47  
RECORDS AND REPORTING

010119 -WS

Re: Florida Water Service Corporation's Application for Transfer of Facilities of Steeplechase Utility Company, Inc.

Dear Ms. Bayo:

Enclosed for filing on behalf of Florida Water Services Corporation ("Florida Water") are an original and five copies of Florida Water's Application for Transfer of Facilities of Steeplechase Utility Company, Inc. Please note that Florida Water intends to timely file Exhibits M, N and O as late-filed exhibits to the Transfer Application. A check in the amount of \$3,000.00 representing the required filing fee is also enclosed.

Florida Water closed on the acquisition of Steeplechase on December 29, 2000. Consistent with Section 367.071(1), Florida Statutes, this acquisition is contingent on the Commission's approval.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me. Thank you for your assistance with this filing.

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

Sincerely,

Initials of person who forwarded check  
W.S.

*Martin P. McDonnell*

Martin P. McDonnell

MPM/rl  
Enclosures  
Trib.3

RECEIVED & FILED  
*Man*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01272 JAN 29 01

FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application of Florida )  
Water Services Corporation )  
for transfer of all water and waste- )  
water facilities of Steeplechase )  
Utility Company, Inc. in Marion )  
County to Florida Water Services )  
Corporation, Cancellation of )  
Certificate Nos. 515-W and 447-S, )  
and Amendment to Certificate Nos. )  
373-W and 322-S )

Docket No. 010119-WS  
Filed: January 29, 2001

Florida Water Service Corporation's Application For Transfer Of Facilities Of Steeplechase Utility Company, Inc.

Applicant, Florida Water Services Corporation ("Florida Water"), by and through its undersigned counsel and pursuant to Section 367.071, Florida Statutes, and Rules 25-30.037 and 25-30.555, Florida Administrative Code, hereby applies to the Florida Public Service Commission ("FPSC" or "Commission") for approval of the transfer of the water and wastewater utility assets of Steeplechase Utility Company, Inc. ("Steeplechase") to Florida Water, pursuant to the Agreement for Purchase and Sale (and amendments thereto) and ancillary agreements included in Florida Water's Application. In support hereof, Florida Water submits the following information:

- 1. The full name and address of the Applicant is as follows:

Florida Water Services Corporation  
1000 Color Place  
Orlando, FL 32860-9520

The names, addresses and telephone numbers of the Applicant's attorneys are as follows:

On behalf of Florida Water Services

DOCUMENT NUMBER-DATE  
**01272 JAN 29 01**  
FPSC-RECORDS/REPORTING

Corporation:

KENNETH A. HOFFMAN, ESQ.  
MARTIN P. MCDONNELL, ESQ.  
Rutledge, Ecenia, Purnell & Hoffman, P.A.  
P.O. Box 551  
Tallahassee, FL 32302  
(850) 681-6788

and

FREDERICK W. LEONHARDT,  
SENIOR VICE PRESIDENT  
AND GENERAL COUNSEL  
Florida Water Services Corporation  
P.O. Box 609520  
Orlando, FL 32860-9520  
(407) 598-4100

2. Applicant hereby requests that the Commission approve the transfer of Steeplechase's water and wastewater utility assets to Florida Water. Florida Water's Application containing all information required under Rule 25-30.037, Florida Administrative Code, with the exception of specifically identified late-filed exhibits, is attached hereto and incorporated herein as "Exhibit 1." Steeplechase and Florida Water closed on the sale of the assets on December 29, 2000; however, pursuant to section 367.071(1), Florida Statutes, the sale occurred contingent upon Commission approval. For the reasons set forth in Exhibit B of Exhibit 1 (the Transfer Application), the transfer of Steeplechase's utility assets to Florida Water is in the public interest.

3. Attached as "Exhibit 1/Appendix D-1" and incorporated by reference herein is the Agreement For Purchase and Sale entered into by Steeplechase, Stonecrest of Marion County, Ltd. ("Stonecrest" or the "Developer"), and Florida Water on December 22, 2000. Stonecrest was and is the developer for the certificated area pertinent to this Application. The Agreement constitutes the

entire agreement for the purchase of the assets of Steeplechase by Florida Water. Florida Water recognizes and affirms its obligations to provide water and wastewater services pursuant to the Agreement.

4. Attached hereto as "Exhibit 1/Appendix D-2" and incorporated by reference herein, is an Amendment to The Agreement of Purchase and Sale entered into by Steeplechase, Stonecrest, and Florida Water on December 29, 2000. The amendment constitutes an agreement by the above parties to substitute Exhibit B of the original Agreement with Exhibit B-1 of the Amendment to Agreement to Purchase and Sale, as fully contained therein.

5. Attached hereto as "Exhibit 1/Appendix D-3" and incorporated by reference herein is an Option Agreement between Florida Water and Stonecrest. The Option Agreement grants Florida Water an exclusive and irrevocable option to purchase a certain parcel of land within Marion County from Stonecrest for a fixed sum.

6. Attached hereto as "Exhibit 1/Appendix D-4" and incorporated by reference herein is a Water and Wastewater Service Agreement between Florida Water and Stonecrest. Pursuant to Rule 25-9.044, Florida Administrative Code, the acquiring utility must adopt the existing tariff of the acquired utility unless otherwise approved by the Commission. The Water and Wastewater Service Agreement between Florida Water and Stonecrest comports with the service availability charges set forth in Steeplechase's tariff, which Florida Water proposes to adopt.

7. Attached hereto as "Exhibit 1/Appendix D-5" and incorporated by reference herein is a Reclaimed Water Agreement between Florida Water and Stonecrest. Florida Water maintains that approval of this Reclaimed Water Agreement is in the public interest because it will ensure the provision of non-potable water to the Stonecrest golf course properties at rates well below Florida

Water's applicable potable water rates.<sup>1</sup>

8. The transfer of the Steeplechase assets to Florida Water is in the public interest because Florida Water has the requisite technical and superior financial ability to own and operate said facilities. Florida Water has been regulated by the Commission since 1964. Florida Water owns and operates water and wastewater facilities under Commission regulation in 21 counties throughout the state of Florida and submits that it has the technical experience and financial size and strength to own and operate the Stonecrest facilities. The Commission has acknowledged Florida Water's technical and financial ability in previous proceedings, including transfers.

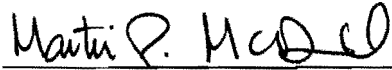
9. Florida Water requests that the Commission approve the transfer of Steeplechase's assets to Florida Water and the ancillary agreements attached as Appendices D-3, D-4, and D-5 to the Transfer Application; cancel Steeplechase's Certificate Nos. 515-W and 447-S; and amend Florida Water's Certificate Nos. 373-W and 322-S in Marion County to include Steeplechase's certificated territory.

WHEREFORE, for the foregoing reasons, Florida Water respectfully requests that the Commission approve the Application for Transfer of Facilities as specified herein, including the ancillary agreements included in Appendices D-3, D-4, and D-5 to the Transfer Application; cancel Steeplechase's Certificate Nos. 515-W and 447-S; amend Florida Water's Certificate Nos. 337-W and 322-S in Marion County to include Steeplechase's territory, and grant such other relief as the Commission deems appropriate.

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<sup>1</sup> Subject to approval of this Agreement by the Commission, the Developer shall pay for reclaimed water service at the rate of five cents (\$0.05) per 1,000 gallons, which rate may be amended from time to time if required by either party's applicable regulatory authorities.

Respectfully submitted,



MARTIN P. MCDONNELL, ESQ.  
KENNETH A. HOFFMAN, ESQ.  
Rutledge, Ecenia, Purnell & Hoffman, P.A.  
P.O. Box 551  
Tallahassee, FL 32302  
(850) 681-6788

and

FREDERICK W. LEONHARDT,  
SENIOR VICE PRESIDENT  
AND GENERAL COUNSEL  
Florida Water Services Corporation  
P.O. Box 609520  
Orlando, FL 32860-9520  
(407) 988-0058

On behalf of Florida Water Services  
Corporation

F:\USERS\Marty\AppData\FWS Steeplechase App to PSC

FLORIDA PUBLIC SERVICE COMMISSION  
INSTRUCTIONS FOR COMPLETING  
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF  
CERTIFICATE OR FACILITIES

(Section 367.071, Florida Statutes)

**General Information**

The attached form has been prepared by the Florida Public Service Commission to aid utilities under its jurisdiction to file information required by Chapter 367, Florida Statutes, and Chapter 25-30, Florida Administrative Code. Any questions regarding this form should be directed to the Division of Regulatory Oversight, Bureau of Certification (850) 413-6480.

**Instructions**

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A.". Do not leave any items blank.
3. Notarize the completed application form.
4. Remit the proper filing fee pursuant to Rule 25-30.020, Florida Administrative Code, with the application.
5. Return the utility's original certificate(s) with the application.
6. The **original and five copies** of the completed application and attached exhibits; the **original and two** copies of proposed tariff sheets; the proper filing fee; and the original certificate(s) should be mailed to:

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

EXHIBIT 1

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

(Pursuant to Section 367.071, Florida Statutes)

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

The undersigned hereby makes application for the sale,  
assignment or transfer of (all or part) of Water Certificate No.  
515-W and/or Wastewater Certificate No. 447-S or facilities in  
Marion County, Florida, and submits  
the following information:

**PART I      APPLICANT INFORMATION**

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

Florida Water Services Corporation

Name of utility

(407) 598-4100

Phone No.

(407)598-4241

Fax No.

1000 Color Place

Office street address

Apopka

City

FL

State

32703

Zip Code

1000 Color Place, Orlando, FL 32860

Mailing address if different from street address

www.florida-water.com

Internet address if applicable

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

Martin McDonnell, Esq. (850) 681-6788  
Name Phone No.

215 South Monroe Street, Suite 420  
Street address

Tallahassee FL 32301  
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) 598-4100 (407) 598-4241  
Phone No. Fax No.

1000 Color Place  
Office street address

Apopka FL 32703  
City State Zip Code

1000 Color Place, 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, Florida

- 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

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- 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

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**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

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- 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:

L. Hall Robertson (352) 307-1033  
Name Phone No.

11053 SE 174th Loop  
Street address

Summerfield FL 34491  
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:

    \$1,500     (for water) and     \$1,500     (for wastewater).

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

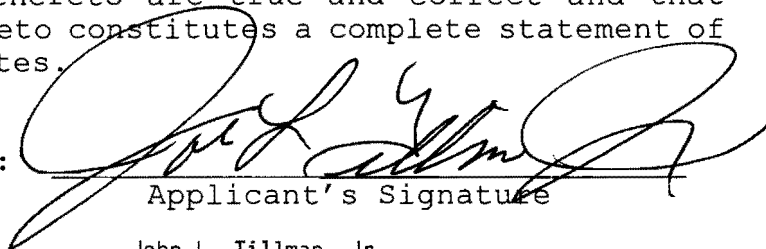
- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750**.
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500**.
- (3) For applications 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     O     - 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 John L. Tillman, Jr. (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:   
Applicant's Signature

John L. Tillman, Jr.

Applicant's Name (Typed)

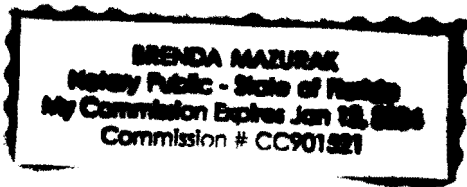
Senior Executive Vice President Business Development

Applicant's Title \*

Subscribed and sworn to before me this 19<sup>th</sup> day in the month of January in the year of 2001 by John L. Tillman, Jr.

who is personally known to me  or ~~produced identification~~

\_\_\_\_\_  
Type of Identification Produced



Brenda Mazurak

Notary Public's Signature

Brenda Mazurak

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**

**Directors:**

John Cirello, Chairman  
1000 Color Place  
Apopka, Florida 32703

David Gartzke  
38 West Superior Street  
Duluth, Minnesota 55802

John L. Tillman, Jr.  
1000 Color Place  
Apopka, Florida 32703

James A. Perry  
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-Business Development & Customer  
Relations  
1000 Color Place  
Apopka, Florida 32703

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

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

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

Frederick W. Leonhardt  
Sr. Vice President-Legal, Secretary, General Counsel  
1000 Color Place  
Apopka, Florida 32703

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

Tracy L. Smith  
Vice President - Public 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

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

Stephen D. Jensen  
Treasurer  
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

Nancy E. Norris  
Assistant Controller  
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 Steeplechase Utility Company, Inc. (Stonecrest) 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 21 counties throughout the state of Florida. At year-end 2000, FWS's capital structure consisted of \$213 million in total capital including \$101 million in equity capital and \$112 million in long-term debt. FWS submits that it has the technical experience and financial size and strength to own and operate the Stonecrest facilities, and the Commission has acknowledged Florida Water's technical and financial ability in previous proceedings, including transfers.

FWS will fulfill Stonecrest'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.

APPENDIX C-1

WATER PLANTS UNDER FPSC JURISDICTION AS OF JANUARY, 2001

|    | SYSTEM<br>NAME           | COUNTY          | CERT.<br>NO. |
|----|--------------------------|-----------------|--------------|
| 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-W        |
| 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 | Spruce Creek           | Marion/Sumter | Pending |
| 70 | St. Johns Highlands    | Putnam        | 076-W   |
| 71 | Stone Mountain         | Lake          | 106-W   |
| 72 | Stonecrest             | Marion        | 373-W   |
| 73 | Sugar Creek            | Polk          | 587-W   |
| 74 | Sugar Mill             | Volusia       | 238-W   |
| 75 | Sunny Hills            | Washington    | 501-W   |
| 76 | Sunshine Parkway       | Lake          | 106-W   |
| 77 | Tangerine              | Orange        | 084-W   |
| 78 | Tomoka                 | Volusia       | 238-W   |
| 79 | Tropical Park          | Osceola       | 066-W   |
| 80 | Valencia Terrace       | Lake          | 106-W   |
| 81 | Venetian Village       | Lake          | 106-W   |
| 82 | Welaka                 | Putnam        | 076-W   |
| 83 | Western Shores         | Lake          | 106-W   |
| 84 | Windsong               | Osceola       | 066-W   |
| 85 | Woodmere               | Duval         | 177-W   |
| 86 | Wootens                | Putnam        | 076-W   |
| 87 | Zephyr Shores          | Pasco         | 209-W   |

WASTEWATER PLANTS UNDER FPSC JURISDICTION AS OF JANUARY, 2001

|    | SYSTEM<br>NAME                | COUNTY          | CERT.<br>NO. |
|----|-------------------------------|-----------------|--------------|
| 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 | Spruce Creek                  | Marion/Sumter   | Pending      |
| 30 | Stonecrest                    | Marion          | 322-S        |
| 31 | Sugar Mill                    | Volusia         | 182-S        |
| 32 | Sunny Hills                   | Washington      | 435-S        |
| 33 | Sunshine Parkway              | Lake            | 120-S        |
| 34 | Tropical Isles                | St. Lucie       | 482-S        |
| 35 | Valencia Terrace              | Lake            | 120-S        |
| 36 | Venetian Village              | Lake            | 120-S        |
| 37 | Woodmere                      | Duval           | 124-S        |
| 38 | 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 Appendices D-1 through D-5.



**AGREEMENT FOR PURCHASE AND SALE**

THIS AGREEMENT FOR PURCHASE AND SALE (this "Agreement"), dated this 22<sup>nd</sup> day of December, 2000 by and between STEEPLECHASE UTILITY COMPANY, INC., a Florida corporation ("Steeplechase"), STONECREST OF MARION COUNTY, LTD., a Florida limited partnership ("Stonecrest") and FLORIDA WATER SERVICES CORPORATION, a Florida corporation ("FWS"). The term "Seller" may be used herein to refer to both Stonecrest and Steeplechase, collectively, or in their individual capacities, as appropriate.

WHEREAS, Steeplechase owns assets and facilities used in the treatment, transmission and distribution of water and collection, treatment and disposal of wastewater (the "System") that are used in providing water and wastewater service to customers located in Marion County, Florida within the Stonecrest development, according to the various plats thereof as recorded among the public records of Marion County, Florida, which plats are more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Development");

WHEREAS, Steeplechase and Stonecrest have entered into a 99 year land lease whereby Steeplechase has leased from Stonecrest the land on which the water treatment plant and wastewater treatment plant (including access thereto) of the System are located (the "Land Lease");

WHEREAS, Steeplechase and Stonecrest have agreed to terminate the Land Lease on or before the closing of the transactions contemplated in this Agreement.

WHEREAS, Steeplechase has agreed to sell to FWS and FWS has agreed to purchase from Steeplechase the System under the terms and conditions hereinafter set forth;

WHEREAS, Stonecrest has agreed to sell to FWS and FWS has agreed to purchase from Stonecrest certain parcels of land located within the Development that serve as the water treatment plant and wastewater treatment plant for the System (the "Fee Parcels"), and Stonecrest has agreed to grant easements to FWS for certain lift stations and utility lines that comprise the System (the "Easement Parcels") all of which are more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof, under the terms and conditions hereinafter set forth; and

WHEREAS, Stonecrest has agreed to grant to FWS an option to purchase certain property located adjacent to the existing wastewater treatment plant for the purpose of expanding said plant under the terms and conditions hereinafter set forth.

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

1. **Production of Documents and Materials.** Within ten (10) days after the execution of this Agreement, Seller shall furnish to FWS all documents and materials listed on Exhibit "C", which is attached hereto and by reference incorporated herein. If an item listed in Exhibit "C" does not presently exist and cannot be recreated without undue difficulty, FWS may, in its sole and absolute discretion, waive the requirement for its production. Any such waiver(s) shall be in writing, but may either be noted herein or by separate instrument. Copies (as opposed to the originals) of the documents and materials may be provided where appropriate. Copies will be made at the Seller's expense.

2. **Purchased Assets.** The term "Purchased Assets" means those properties, rights and interests of Stonecrest and Steeplechase, or either of them, which FWS will purchase pursuant to this Agreement and which are more particularly described in Schedule 1 attached hereto and by this reference made a part hereof. The "Purchased Assets" consist of the following:

a. All real property and real property interests identified as Fee Parcels in Exhibit "B" hereof, including all water and wastewater treatment and related assets, facilities, improvements, structures, and fixtures located thereon. Notwithstanding the foregoing, Stonecrest may reserve an easement for access to and operation of a wetwell and related facilities for golf course irrigation purposes located within the wastewater treatment plant parcel and more particularly described in Exhibit "D" attached hereto and by this reference made a part hereof.

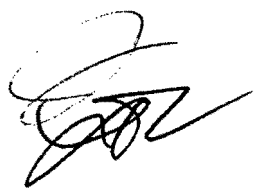
b. Non-exclusive access and utility easements in and to the Easement Parcels identified in Exhibit "B" hereof, and any other non-exclusive easement rights which are or may be necessary for the proper construction, operation, and maintenance of the System.

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:

i. All water supply, storage, treatment, and distribution facilities of every kind and description whatsoever, including but not limited to, wells, pumps, tanks, 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;

ii. All wastewater treatment, disposal and collection facilities of every kind and description whatsoever, including but not limited to, aerators, tanks, lift stations, force mains, gravity lines, 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;

iii. 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;

iv. All current utility 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, operation and planning of the System;

v. All Seller's right, title and interest in agreements with customers or prospective customers of the System for the provision of water and wastewater 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 accruing subsequent to the closing;

vi. All customer deposits and all customer and other accounts receivable and notes receivable;

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

viii. All equipment and machinery of any kind, including 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 Excluded Assets as may hereinafter be provided.

3. **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) cash, bank accounts, electric utility service deposits, Federal and State unemployment and similar deposits, and insurance policies. In addition, Stonecrest shall reserve from the conveyance of the appropriate Fee Parcel(s) described in Exhibit "B" hereof an access and water line easement from the golf course irrigation well to the wetwell located within the wastewater treatment plant parcel as more particularly described in Exhibit "D" hereof.

4. **Irrigation System.** FWS acknowledges and agrees that Seller intends to operate its own wells and irrigation system to provide water services to the golf course located within the



Development. Unless and until FWS becomes legally and physically capable of producing reuse effluent for use within the Development, nothing herein or in the closing documents pursuant to this Agreement shall be deemed to prohibit Seller from operating its existing irrigation well or establishing additional irrigation wells and irrigation systems to meet the needs of the golf course as contemplated by this Section 4. In the event that FWS becomes legally and physically capable of producing reuse effluent for irrigation and/or other purposes within the Development, Seller agrees that it will first purchase reuse effluent from FWS to serve its applicable irrigation requirements, to the extent available from FWS, before utilizing water from any other sources. At or before closing, Seller and FWS agree to enter into a Reuse Water Agreement whereby Seller will agree to buy and FWS will agree to sell reuse effluent for irrigation purposes at terms and conditions more fully described therein, which terms and conditions shall conform to the terms of the Consumptive Use Permits for the golf course irrigation system and include a provision whereby Seller will pay FWS at the rate of five cents (.05\$) per thousand (1000) gallons of reuse effluent, which rate may be amended from time to time if required by either party's applicable regulatory authorities.

5. **Purchase and Sale.** Subject to the conditions and representations of this Agreement, Stonecrest and Steeplechase, as applicable, agree to sell, convey, assign, transfer, and deliver to FWS that portion of the Purchased Assets owned by each of them, and FWS agrees to buy, take title to, and possession of the Purchased Assets for the total purchase price of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 Dollars (\$1,500,000.00) plus an amount equal to the outstanding accounts receivable previously billed (the "Purchase Price"). Stonecrest and Steeplechase acknowledge and represent that, between them, they own all of the rights and interests in and to each of the Purchased Assets that FWS has contracted to purchase hereunder. Prior to closing, Steeplechase and Stonecrest shall agree on an allocation of the Purchase Price between them as payment in full for the respective Purchased Assets being purchased from each of them and shall deliver written evidence of such allocation to FWS. Notwithstanding the foregoing, Steeplechase, Stonecrest and FWS acknowledge and agree that the estimated market value of all of the real property interests being purchased hereby is FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), and the estimated market value of the System (exclusive of all real property interests) is ONE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,100,000.00). The total purchase price shall be paid in cash at closing.

6. **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 free and clear of all liabilities, obligations, liens, mortgages, option, charges and encumbrances of any kind, character, or description, except those arising from or reflected on: (i) the Development Order for the Stonecrest Development of Regional Impact, as amended, (ii) the Plats identified in Exhibit "A", (iii) recorded documents required by County Authorities incident to such plats, and (iv) State, Regional, District or County land use and development regulations, permits or franchises governing the real property interests or the System; provided, however, that all such documents have been received and approved by FWS prior to closing.

7. **Termination of Land Lease.** Stonecrest and Steeplechase agree that, prior to or at



the closing, they will execute a Termination of Lease Agreement whereby the Land Lease is effectively terminated as of the date of closing.

8. **Option Parcel.** In consideration of the mutual covenants hereof, at closing Stonecrest shall grant unto FWS an option to purchase that certain parcel of land situated adjacent to the existing wastewater treatment plant (the "Option Parcel") as more particularly described in Exhibit "E" attached hereto and by this reference made a part hereof, for the purpose of expanding the wastewater treatment plant. Said option shall entitle FWS to purchase the Option Parcel at any time during the five (5) year period immediately following the closing for a purchase price of FORTY-THOUSAND AND NO/100 DOLLARS (\$40,000.00) per acre purchased. Notwithstanding the above, Stonecrest may substitute a similar parcel of land located adjacent to the existing wastewater treatment plant for the Option Parcel upon FWS approval of the same, with such approval by FWS not to be unreasonably withheld. FWS shall be responsible for ordering a survey of the Option Parcel (or replacement parcel, as applicable) at its sole cost. Stonecrest shall be responsible for all recording fees and documentary stamp taxes on the conveyance and all title charges and title premiums for an Owner's Policy of Title Insurance, at Stonecrest's sole cost. All survey and title matters shall be handled pursuant to Sections 15 & 16 below.

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

10. **Rates.** In accordance with Rule 25-9.044, Florida Administrative Code, FWS shall adopt, use, ratify and make its own the rates, classifications and regulations of Steeplechase on file with the FPSC and effective as of the date of closing. FWS agrees that, until June 1, 2003, FWS shall not increase rates in any manner for any customer located in the territory served by Steeplechase prior the date of closing or for any customer in any territory added to FWS' certificate pursuant to this Agreement. Notwithstanding the foregoing, FWS has the right to file for pass through and indexing as provided for by the FPSC and the Florida Statutes to be capped at a two percent (2%) increase in rates per year. Furthermore, FWS shall have the right to petition the FPSC for an inverted rate structure as contemplated by a consumptive use permit issued by the Florida Department of Environmental Protection (the "FDEP"); provided, however, that the implementation of such inverted rate structure shall in no maner provide a windfall to FWS.

In addition, FWS agrees that, until June 1, 2003, FWS shall not increase any of the water or wastewater connection fees from the amounts shown in Schedule 2 attached hereto and by this reference made a part hereof. After June 1, 2003, FWS agrees that any increases in connection fees shall not exceed an aggregate increase of twenty percent (20%) per three year period thereafter.

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11. **Development Agreement.** The parties shall, as a condition precedent to each party's obligation to close, enter into a Developer's Agreement setting forth the parties' respective understandings regarding expansion of the System by FWS, from time to time, to accommodate Stonecrest's future development requirements (the "Developer's Agreement").

12. **Seller's Liabilities.** FWS assumes none of Seller's debt, liabilities, or other financial or service obligations except those as are expressly identified herein or, as respects service obligations, in documents provided to FWS under the provisions of this Agreement. 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, occurrence of any tort or other event arising or accruing before the closing date. 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.

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

14. **Access to Premises and Records.** Commencing on the date of this Agreement, Seller shall give FWS, its agents, and representatives full access to all property, documents, materials, books and records related in any way to the System which are either in Seller's possession or to which Seller has access. Such right of access shall include the right to conduct a physical inventory of the Purchased Assets and shall permit an environmental consultant of FWS' choosing to go on the real property which is a part of the Purchased Assets for the purpose of conducting an environmental site assessment of the real property, sufficient to permit such consultant to render to FWS a Phase I Environmental Site Assessment in compliance with ASTM Standard E-1527-97. Any copies of documents, materials, books and records required by FWS will be made at FWS' expense. FWS shall defend and indemnify Seller from and against any costs, damages, claims or liability resulting from FWS' 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 alleges a breach thereof, all such materials may be retained by FWS until final determination of the dispute resulting from the alleged breach. 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.

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Seller shall fully cooperate with FWS in permitting the assessments, inspections and analysis of the Purchased Assets.

15. **Survey.** FWS acknowledges and represents that it has ordered surveys of that real property described in Exhibit B for which FWS will require title insurance (the "Survey"). In the event that FWS subsequently discovers the existence of additional parcels in which FWS will be receiving an insurable interest hereunder, FWS shall order a survey or surveys of such additional parcels and the same shall be deemed to be part of the Survey for all purposes hereunder. The Survey required hereunder will be performed by a registered, licensed Florida 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.

16. **Title Insurance.** Upon Seller's receipt of legal descriptions of the real property described in Exhibit "B" hereunder, Seller shall order 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 estimated value of the real property interests reflected in paragraph 5, above, subject only to liens, encumbrances, exceptions or qualifications permitted in paragraph 6 above, the lien of ad valorem taxes for 2001 and subsequent years; and those 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. FWS shall have ten (10) business days from receipt of a complete title insurance commitment from Seller, including copies of all pertinent documentation for items identified as exceptions or conditions, to notify Seller of any exceptions which are not acceptable to FWS. The failure by FWS to so notify Seller within the foregoing period shall be deemed acceptance of such exceptions. The title commitment will be "marked-up" at closing by the title agent to delete all requirements and exceptions objected to by FWS pursuant to this paragraph and the effective date will be revised to the date of closing. The title policy will include a contiguity endorsement insuring the contiguity of all parcels shown by the Survey to be contiguous to other insured parcels. 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.

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

- a. To the best of Seller's information and belief, (i) Schedule 1 attached hereto

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and by this reference made a part hereof contains a true and complete list of all items of plant, machinery and equipment, and all other tangible personal property, owned by Steeplechase, in connection with the System, along with each asset's current value for regulatory reporting purposes, and (ii) Exhibit "B" attached hereto and by this reference made a part hereof contains a true and complete list and description, by metes and bounds or lot, block and section of all real property interests, including appurtenant easements, upon which any portion of the System is located.

b. Seller warrants that Schedule 2 attached hereto 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.

c. Steeplechase is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. True and complete copies of Seller's articles of incorporation and by-laws are set forth in Schedule 3 attached hereto and by this reference made a part hereof.

d. Stonecrest is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Florida. Stonecrest Management, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and is the sole general partner of Stonecrest. True and complete copies of Stonecrest's Certificate of Limited Partnership, and Stonecrest Management, Inc.'s articles of incorporation and by-laws are set forth in Schedule 3.

e. Either Steeplechase or Stonecrest has good and marketable title to each of the Purchased Assets, free and clear of all security interests, mortgages and liens, except for the properties disclosed on Schedule 4. Steeplechase and Stonecrest acknowledge and represent to FWS, that, between them, they own all rights and interests to the Purchased Assets which are to be transferred to FWS pursuant to this Agreement.

f. 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 set forth in Schedule 5 attached hereto and by this reference made a part hereof.

g. To the best of Seller's knowledge and belief, the execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder does not violate any constitution, statute, regulation, injunction, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Seller is subject.

h. To the best of Seller's knowledge and belief, except as set forth in Schedule 6

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attached hereto and by this reference made a part hereof, 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, bylaws, or limited partnership agreement, as applicable, any mortgage, deed of trust, indenture, lease, agreement or other instrument, judgment, order, statute, rule, ordinance, permit, certificate, easement or license granted Seller.

i. Except as set forth in Schedule 7 attached hereto and by this reference made a part hereof, 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.

j. 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 8 attached hereto and by this reference made a part hereof. Seller represents that said statements and reports fairly represent the financial position, results of operations, cash flows, net assets, and retained earnings of Seller in connection with the System.

k. Except as set forth in Schedule 9 attached hereto and by this reference made a part hereof, or elsewhere in this Agreement, Seller has no liability, obligation, or commitment of any kind which is valued as of the date of this Agreement at \$10,000.00 or more, of which Seller knows or should know of which is due or to become due in connection with the operation of the System.

l. Except as set forth in Schedule 10 attached hereto and by this reference made a part hereof, beginning in the six months prior to this Agreement, Steeplechase has not in connection with its operation of the 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 five percent (5%) of the purchase price.

m. Except as set forth in Schedule 11 attached hereto and by this reference made a part hereof, Steeplechase 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

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tax imposed by the federal, state, county or local governments or subdivisions thereof.

n. Seller warrants that in connection with the conveyances by Seller to FWS contemplated hereunder, except as disclosed in writing prior to closing, FWS will receive legal access to all portions of the System.

o. Seller warrants that Schedule 12 attached hereto and by this reference made a part hereof contains a copy of each and every lease whereby Steeplechase holds or operates real or personal property in connection with the System.

p. Steeplechase warrants that Schedule 13 attached hereto and by this reference made a part hereof contains list of all items of stores, supplies and inventory held in connection with the System as of the date of this Agreement.

q. To the best of Steeplechase's information and belief, Schedule 14 attached hereto and by this reference made a part hereof 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 Steeplechase in connection with the System.

r. 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' 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.

s. Steeplechase has all the necessary and required authorizations and permits from the FDEP, the FPSC, the pertinent water management district(s), the US Army Corps of Engineers and any other appropriate governmental agencies to operate the System, and except as shown on Schedule 14 there are no known violations of the general or specific conditions of any such authorizations and permits which have come to Seller's attention, nor has Seller received any notices from any governmental agency that Seller is in violation of any authorization or permit.

t. Seller makes those representations and warranties set out on Exhibit "F" related to environmental matters. Seller warrants that any below ground storage tanks on or at any of the real property on which the System is located, are in compliance with all applicable federal, state and local statutes and regulations.

u. Seller warrants that there are no judicial, administrative, or arbitration actions, suits, proceedings or investigations pending or threatened against or affecting



Steeplechase 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.

v. Except as disclosed in any of the attached schedules, 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 sub-section, the word "agreements" includes written and oral contracts, leases, understandings, mortgages, commitments, etc.

w. 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.

x. 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 15 attached hereto and by this reference made a part hereof. Seller represents that it is complying with all provisions of said agreements and is not in default under any of them.

y. To the best of Seller's information and belief, Schedule 16 attached hereto and by this reference made a part hereof contains a complete and accurate list and description of all vendors, service providers, contractors and sub-contractors who, either currently or in the last twelve (12) months, provide, or have provided, any products or services to Seller in connection with or relating to the System. Seller warrants that such list includes the name, address, telephone number and contact person of each party on such list, along with a description of the type of products or services provided, the relationship between the Seller and such party, a copy of any existing or ongoing contracts between the Seller and such party.

z. Steeplechase represents that 8,330 gpd of water and wastewater capacity has been allocated for use by the Walmart Superstore and an additional 11,670 gpd of water for irrigation of the Walmart property. Water and wastewater service is currently provided at the rates set forth in Steeplechase's tariff on file with the FPSC, without any discounts or rebates. Steeplechase has no other agreement whatsoever with Walmart regarding water and wastewater service beyond the implicit agreement arising from Steeplechase's FPSC certification and Walmart's ownership within its service territory. To date, Seller has received no notice of, and has no knowledge of, any claim by Walmart of any failure by Steeplechase to provide water or wastewater service in accordance with all applicable standards and requirements.

**18. 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.

19. **Conduct of Business Prior to Closing.** From the date 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. Seller shall not impose or allow to be imposed any lien on any of the Purchased Assets from and after the date of this Agreement.

20. **Regulatory Approval and Repurchase Rights.**

a. **FPSC Approval.** Within thirty (30) business days following the closing hereunder, FWS and Seller shall file a joint application with the FPSC for authority to transfer pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037, Florida Administrative Code, seeking FPSC approval of the transfer of the Purchased Assets and the amendment of FWS' Certificate of Authority to include Seller's certificated service area (the "Joint Application"). FWS shall be responsible for any filing fees and legal expense associated with the Joint Application

b. **Repurchase.** In the event that the FPSC does not issue an order approving the Joint Application which becomes non-appealable within thirty-six (36) months from the date of closing, Seller, at FWS' option, shall repurchase the Purchased Assets from FWS on the following terms and conditions:

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i. FWS shall give written notice to Seller within thirty (30) days after the date the FPSC's order not to approve the Joint Application has become non-appealable or the expiration of thirty-six (36) months, whichever is earlier, of its requirement for repurchase and such notice shall state the closing date for the repurchase of the Purchased Assets (the "Repurchase Closing Date") which shall not be less than thirty (30) days after the giving of the notice.

ii. The repurchase price shall equal the Purchase Price, as adjusted hereunder, plus capital additions added by FWS consistent with the Master Plan for future expansion of the System to be prepared by a Florida licensed engineer reasonably acceptable to Seller and FWS and to be approved by both Seller and FWS, less Contributions In Aid of Construction and less accumulated depreciation.

iii. On the Repurchase Closing Date, title to the real property acquired by FWS pursuant to this Agreement, together with the improvements thereon, shall be conveyed by FWS to Stonecrest by a special warranty deed, all easement rights granted to FWS hereunder shall be terminated by recorded instrument, and the personal property shall be transferred by FWS to Steeplechase by an absolute bill of sale, and shall be subject only to those matters to which the property was subject on the original closing date.

iv. Real estate taxes, accounts receivable, and allocation of revenues and expenses for current periods shall be prorated on the Repurchasing Closing Date.

v. If the Purchased Assets are to be reconveyed to Seller pursuant to this Section 20(b), all reasonable costs incurred with respect to such reconveyance shall be paid by FWS.

vi. FWS and Seller acknowledge that approval of the Joint Application for purposes of this Agreement means approval of the transfer of the Purchased Assets contemplated herein plus approval of all material provisions of the Developer's Agreement. In the event that the material provisions of such agreements are not approved by the FPSC, then for purposes of this Section 20(b), FWS shall have the right to give notice of repurchase as contemplated by subclause (i) above.

vii. Seller and FWS agree to negotiate in good faith to amend the terms of this Agreement and the Developer's Agreement, as the case may be, during the thirty-day period following the date FPSC's order not to approve the Joint Application has become non-appealable, with the intent to resubmit the Joint Application to the FPSC for approval; provided, however, that the parties acknowledge that FWS shall have the rights under this Section 20(b) in the event that such agreements cannot be amended to the mutual satisfaction of the parties.

21. **Termination.** This Agreement may be terminated by FWS within thirty (30) 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 this Agreement for any failure of a condition precedent to closing. Any party to this Agreement may terminate this Agreement if a final judgement has been entered against any party to this Agreement 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, this Agreement will be null and void (except for those provisions which, by their terms, are intended to survive such termination) and no further liability will be imposed on the parties except in the event that termination resulted from a breach of a representation, warranty, covenant or agreement.

22. **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 parties representations and warranties have been and continue to be true and correct in every material respect to the date of closing.

c. Each party shall have performed and complied with all of its covenants hereunder in all material respects through the date of closing.

d. There shall not be any injunction, judgment, order, decree, ruling or charge in effect preventing consummation of any of the transactions contemplated by this Agreement.

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

f. Other than the approvals set forth in Section 20(b) above, all required government approvals have been received.

g. Each party shall have delivered to the others a certificate to the effect that each of the conditions specified in Section 22(b) - (e) is satisfied in all material respects.

h. All documents and information needed for closing, including, without limitation, the Developer's Agreement, have been prepared, reviewed, and approved by the parties prior to closing.

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**23. Closing.**

a. The closing of this transaction shall occur on or before January 10, 2001.

b. The closing shall take place in Marion County, Florida, at the offices of First American Title Insurance Company, 216 N.E. 1<sup>st</sup> Avenue, Ocala, Florida 34470, or such other place as agreed upon by the parties.

c. At closing, Seller shall deliver to FWS all documents necessary to transfer title to 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 General Warranty 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. All such documents shall be in a form reasonably acceptable to FWS' legal counsel.

d. Each party shall bear its own attorney, engineering, consultants and accounting fees related to this transaction. FWS represents that it has not engaged the services of a broker or agent for this transaction and that neither Seller nor FWS shall be responsible for paying a commission due any broker or agent purporting to have been engaged by FWS. Seller has engaged Clay Albright Realty in this transaction and shall be solely responsible for any compensation due that company. Seller shall be responsible for payment of the recording fees and documentary stamps on the Warranty Deed, all documentary stamps on and recording costs of documents necessary to clear title and remove encumbrances, and all title charges including the title insurance premium.

**24. Proration of Taxes and Assessments.**

(a) 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, 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.

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(b) Charges for water and wastewater services during the billing period in which closing occurs shall be prorated between Seller and FWS, with the amount accrued through the day prior to closing allocated to Seller.

**25. Required Regulatory Reporting.**

a. Regulatory Assessment Report. FWS shall be responsible for filing a Regulatory Assessment Report for 2000 for the portion of 2000 that FWS owns and operates the System, and Seller shall be responsible for filing a Regulatory Assessment Report for 2000 for the portion 2000 that Seller owns and operates the System. Each party agrees to cooperate with the other in connection with the filing of such reports and to jointly file such reports if required or desired by the FPSC.

b. Consumer Confidence Report. FWS shall be responsible for issuing to all customers of the System a Consumer Confidence Report, at the times and according to the regulations required by the FDEP. Seller agrees to cooperate with FWS in the preparation of this report by providing to FWS, within sixty (60) days of closing hereunder, all information reasonably necessary for the preparation of such report in Seller's possession or control.

26. **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, or (2) terminating this Agreement as set forth hereinabove.

27. **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.

28. **Costs and Fees For Enforcement.** In the event that any party to this Agreement files suit to enforce this Agreement, the prevailing party or parties shall be entitled to recover from the other party or parties all the prevailing party's costs, including attorneys' fees and paralegal fees, whether such costs and fees are incurred before trial in preparation, at trial or upon all appellate levels, and also such fees and costs incurred in preparing for and participating



in any court order mediation or arbitration proceeding.

29. **Remedies.** If any party breaches this Agreement, any other party may seek specific performance of the Agreement.

30. **Survival of Representations and Warranties.** All representations, warranties, covenants, indemnification provisions and agreements made by the parties in this Agreement, or set out in any ancillary agreement or closing document delivered pursuant hereto, unless otherwise specifically provided herein, shall survive the Closing of this Agreement for a period of one (1) year commencing on the date of closing, and any action based upon or seeking recovery for alleged breach of or default under such representations, warranties, covenants, or agreements must be brought within eighteen (18) months from the date of closing. Notwithstanding the foregoing, the covenants, representations and warranties made by Seller pursuant to sub-paragraphs 17(m), 17(n), 17(u) and 17(w) shall survive the Closing of this Agreement indefinitely and any action based upon or seeking recovery for alleged breach of or default of the representations, warranties or covenants made under said sub-paragraphs may be brought at any time, subject to applicable statutes of limitations.

31. **Indemnification.** Seller agrees that it will indemnify and save FWS harmless from and against any and all causes of action, assessments, deficiencies, costs, losses, damages, and other diminution of value that accrue within one year of the date of closing, together with all attorney's fees and costs based upon, resulting from, arising out of or attributable to any default under or breach of any representation, warranty, covenant or obligation of Seller under this Agreement. Notwithstanding the foregoing, Seller's indemnification of FWS in connection with the covenants, representations and warranties made by Seller under sub-paragraphs 17(m), 17(n), 17(u) and 17(w), will continue indefinitely and will not be limited or restricted by the foregoing one year time limit. Upon discovery by FWS of any matters that FWS may ultimately seek indemnification from Seller pursuant to this paragraph, FWS agrees to notify Seller of the same, to provide Seller the opportunity to defend FWS and Seller in connection therewith, and to cooperate with Seller in its defense of FWS.

32. **Binding Effect And Assignment.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors in interest and assigns of the parties. Either party shall have the right to assign this Agreement provided that any assignment of the Agreement made prior to consummation of the transaction can only be effectuated if the assignor secures the written consent of the other party to this Agreement at least ten (10) days before the assignment becomes effective, and the assignee assumes in writing the obligations of the assignor. The non-assigning party agrees that it will not unreasonably withhold its consent to such assignment.

33. **Notice.** All notices, requests, demands, and other communications required or allowed hereunder shall be in writing and shall be deemed delivered when (1) hand delivered to or sent by facsimile transmission to the official designated below or (2) when mailed, postage prepaid, U.S. certified or registered mail, return receipt requested, addressed to the official designated below:

072051/77493/407645/7

FOR SELLER:

L. Hall Robertson, Jr.  
Steeplechase Utility Company, Inc.  
c/o Stonecrest of Marion County, Ltd.  
11053 S.E. 174<sup>th</sup> Loop  
Summerfield, Florida 34491  
(352) 307-1033

with a copy to

John P. McKeever, Esq.  
500 N. E. 8<sup>th</sup> Ave.  
Ocala, Florida 34470  
(352) 732-5110  
(352) 867-5111 (fax)

FOR FWS:

John L. Tillman, Jr.  
Senior Vice President, Business Development  
Florida Water Services Corporation  
1000 Color Place  
Apopka, FL 32703  
(407) 598-4100

A handwritten signature in black ink, appearing to be the initials 'JL' followed by a stylized flourish.

with a copy to:

Frederick W. Leonhardt, General Counsel  
Florida Water Services Corporation  
1000 Color Place  
Apopka, Florida 32703  
(407) 598-4100

with a copy to:

W. Terry Costolo, Esquire  
Lowndes, Drosdick, Doster, Kantor &  
Reed, P.A.  
215 N. Eola Drive  
Orlando, FL 32801  
(407) 418-6263  
(407) 843-4444 (fax)

34. **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.

35. **Governing Laws & Venue.** This agreement shall be governed by and interpreted consistently with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Venue for any action involving this Agreement shall be in Marion County, Florida.

36. **Miscellaneous.**

a. **Press Releases and Public Announcements.** No party to this Agreement shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other parties; provided, that the parties agree not to unreasonably withhold such approval; and provided further that any party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning the publicly-traded securities of it or its affiliates (in which case the disclosing party will use its reasonable best efforts to advise the other parties prior to making the disclosure).

b. **No third party beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and

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assigns.

c. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof, including, but not limited to, the Letter of Intent dated on or about October 26, 2000.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

e. Headings. The section headings contained in this Agreement and the descriptive headings of the Schedules and Exhibits to this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

f. Amendments and waivers. No amendment or any provision of this Agreement shall be valid unless the same shall be in writing and signed by all parties. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent performance.

g. Submission to Jurisdiction. The parties submit to the jurisdiction of any state or federal court sitting in Marion County, Florida, in any action or proceeding arising out of or relating to this Agreement and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court.

h. Knowing waiver of jury trial. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EACH OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION HEREWITH. THIS PROVISION IS A MATERIAL INDUCEMENT FOR FWS ENTERING INTO THIS AGREEMENT.

i. Construction. Each of the parties have participated in the preparation, negotiation and drafting of this Agreement. No presumption, burden, interpretation, or question of intent shall be imposed upon one party as opposed to any other party by reason of or by virtue of authoring this Agreement.



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

Witnesses:

Mary Ann Szukala  
Name: MARY ANN SZUKALA  
David M. Owen Jr  
Name: David M. Owen Jr

**STEEPLECHASE UTILITY COMPANY, INC.,**  
a Florida corporation

By: [Signature]  
L. Hall Robertson, Jr., President

**STONECREST OF MARION COUNTY, LTD.,**  
a Florida limited partnership

By: Stonecrest Management, Inc., a Florida corporation, its general partner

By: [Signature]  
L. Hall Robertson, Jr., President

Mary Ann Szukala  
Name: MARY ANN SZUKALA  
David M. Owen Jr  
Name: David M. Owen Jr

**FLORIDA WATER SERVICES CORPORATION,** a Florida corporation

By: [Signature]

Mary Ann Szukala  
Name: MARY ANN SZUKALA  
David M. Owen Jr  
Name: David M. Owen Jr

Name: JOHN L. TITMAN, Jr  
Title: Sr. V.P.

[Signature]

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 2000, by L. Hall Robertson, Jr., as president of Steeplechase Utility Company, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or produced \_\_\_\_\_ as identification.



David M. Owen, Jr.  
MY COMMISSION # CC792928 EXPIRES  
November 23, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.  
(NOTARY SEAL)

*[Handwritten Signature]*

Notary Public - State of Florida  
Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 2000, by L. Hall Robertson, Jr., as president of Stonecrest Management, Inc., a Florida corporation, the general partner of Stonecrest of Marion County, Ltd., a Florida limited partnership, on behalf of said corporation and partnership. He is personally known to me or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



David M. Owen, Jr.  
MY COMMISSION # CC792928 EXPIRES  
November 23, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

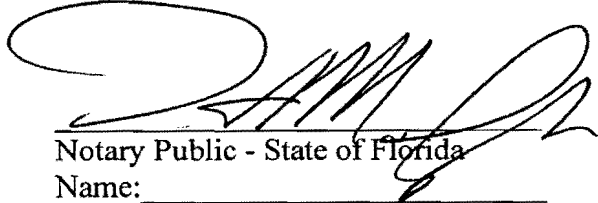
*[Handwritten Signature]*

Notary Public - State of Florida  
Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*[Handwritten Signature]*

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 2000, by John L. Tildman, Jr. as Senior Vice President of Florida Water Services Corporation. He is personally known to me or produced \_\_\_\_\_ as identification.



Notary Public - State of Florida  
Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)



David M. Owen, Jr.  
MY COMMISSION # CC792928 EXPIRES  
November 23, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.



**\*Steeplechase Utilities, Inc.  
Vendor List**

|         |                                |                |                            |                |    |            |
|---------|--------------------------------|----------------|----------------------------|----------------|----|------------|
| RIN.100 | Ring Power Corp.               | (352) 732-2800 | P. O. Box 45022            | Jacksonville   | FL | 32232-5022 |
| ROB.100 | L. Hall Robertson, Jr.         | (352) 748-2646 |                            |                |    |            |
| ROB.200 | Robinson Pump Service          | 629-9526       | 4355 S.E. 115 St.          | Belleview      | FL | 34420      |
| ROS.100 | Rose, Sundstrom & Bently LLP   | (850) 877-6555 | P. O. Box 1567             | Tallahassee    | FL | 32302-1567 |
| SAF.100 | Safeco Insurance Co.           | (800) 535-3657 | P. O. Box 66750            | St. Louis      | MO | 63166-6750 |
| SAU.100 | Lisa K. Saupp Consulting       | (352) 625-1835 | P. O. Box 1914             | Silver Springs | FL | 34489-1914 |
| SIL.100 | Silver Springs Water           | (352) 368-6806 | P. O. Box 926              | Silver Springs | FL | 34489      |
| SPR.100 | Sprint                         |                | P. O. Box 30723            | Tampa          | FL | 33630-3723 |
| STE.100 | Steeplechase Utilities, Inc.   | (352) 694-7474 | 3925 SE 45th Court Suite E | Ocala          | FL | 34480      |
| STO.100 | Stonecrest of Marion Co., Ltd. |                |                            |                |    |            |
| STO.200 | Stonecrest Golf Club, LLC      |                | 11560 S.E. 176th Place     | Summerfield    | FL | 34491      |
| SUN.100 | SunTrust Bank                  | (352) 402-6918 | 10970 SE 175th Place       | Summerfield    | FL | 34491      |
| TEC.100 | Technical Solutions            | (941) 355-8822 | 7504 Pennsylvania Avenue   | Sarasota       | FL | 34243      |
| THO.100 | Thomas Olson, Tax Collector    |                | P. O. Box 970              | Ocala          | FL | 34478-0970 |
| USI.100 | USI Florida                    | (352) 351-2289 | P. O. Box 1268             | Ocala          | FL | 34478      |
| UTI.100 | Utility Technicians, Inc.      | (352) 589-7919 | P. O. Box 1931             | Eustis         | FL | 32727      |



**AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE**

THIS AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE dated the 22nd day of December, 2000, ("Agreement") made this 29th day of December, 2000, by and between STEEPLECHASE UTILITY COMPANY, INC., a Florida corporation ("Steeplechase"), STONECREST OF MARION COUNTY, LTD., a Florida Limited Partnership ("Stonecrest") and FLORIDA WATER SERVICE CORPORATION, a Florida corporation ("FWS").

The parties agree that the Exhibit "B" to the Agreement be amended by the substitution of Exhibit "B-1" attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement For Purchase and Sale to be executed this 29th day of December, 2000.

STEEPLECHASE UTILITY COMPANY, INC.  
a Florida corporation

By: 

L. Hall Robertson, Jr., President

STONECREST OF MARION COUNTY, LTD.  
a Florida limited partnership

By: Stonecrest Management, Inc., a Florida  
corporation, its general partner

By: 

L. Hall Robertson, Jr., President

FLORIDA WATER SERVICES CORPORATION  
a Florida corporation

By: 

John L. Tillman, Jr., Sr. Vice President

EXHIBIT B-1

Schedule A

Parcel A / Waste Water Treatment Plant:

Tract "D", FLORIDIAN CLUB ESTATES, as per plat thereof recorded in Plat Book 1, Pages 106 through 111, Public Records of Marion County, Florida.

Parcel B / Water Treatment Plant:

A portion of land lying in Section 36, Township 17 South, Range 23 East, Marion County, Florida, described as follows:

Begin at the SW corner of Lot 6, Block C, FAIRWAYS OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 8 through 11, Public Records of Marion County, Florida; thence run S.89°55'42"W., along the North line of said Block C, a distance of 300.00 feet to the NW corner of Lot 2, of Block C; thence run N.04°55'57"W. a distance of 320.46 feet; thence N.89°38'14"E. a distance of 325.53 feet to the West line of Block A, of FAIRWAYS OF STONECREST UNIT 2, as per plat thereof recorded in Plat Book 4, Pages 78 through 81, Public Records of Marion County, Florida; thence run S.00°21'46"E., along said West line of Block A and the West line of above said Lot 6, a distance of 320.97 feet to the Point of Beginning.

LESS AND EXCEPT: A tract of land lying in Section 36, Township 17 South, Range 23 East, described as beginning at the most Westerly corner of Lot 5, Block C, FAIRWAYS OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 8 through 11, Public Records of Marion County, Florida; thence N.89°55'42"E., along the North line of said Lot 5, a distance of 69.96 feet; thence N.00°20'46"W., along the West line of Lot 6, Block C, of said plat, a distance of 7.20 feet; thence departing said West line run S.84°02'56"W. 70.28 feet to the Point of Beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT PARCELS:

Parcel No. 1:

Tract "C", THE OVERLOOK OF STONECREST, as per plat thereof recorded in Plat Book 4, Pages 75, 76, and 77, Public Records of Marion County, Florida.

Parcel No. 2:

The West 10 feet of Tract "A", OVERLOOK OF STONECREST UNIT 2 - PHASE I, as per plat thereof recorded in Plat Book 5, Pages 66, 67, and 68, Public Records of Marion County, Florida.

Parcel No. 3:

Tract "D", THE ENCLAVE OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 171 through 173, Public Records

File No: 0012200

Schedule A

of Marion County, Florida.

Parcel No. 4:

Tract "B", LAKES OF STONECREST UNIT 2, PHASE 2, as per plat thereof recorded in Plat Book 4, Pages 25 and 26, Public Records of Marion County, Florida.

Parcel No. 5:

That portion of Tract "A", FAIRWAYS OF STONECREST UNIT 2, as per plat thereof recorded in Plat Book 4, Pages 78, 79, 80, and 81, Public Records of Marion County, Florida, described as follows: Begin at the SE corner of said Tract "A", run S.89°38'14"W., along the South line thereof, a distance of 30.00 feet; thence departing said South line run N.00°21'46"W. a distance of 12.00 feet; thence N.89°38'14"E., parallel with the above said South line, a distance of 32.54 feet to a point on the Westerly right-of-way line of SE 115th Terrace Road; said point also being on a curve concave Southeasterly to which a radial line bears N.76°04'30"W.; thence along the arc of said curve having a radius of 150.00 feet, run Southwesterly through a central angle of 04°41'11" a distance of 12.27 feet to the Point of Beginning.

Parcel No. 6:

That portion of the NE 1/4 of Section 36, Township 17 South, Range 23 East, Marion County, Florida described as follows: Begin at the NW corner of Lot 16, Block A, FAIRWAYS OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 8 through 11, Public Records of Marion County, Florida; thence along with the boundary of said plat run N.90°00'00"E. a distance of 120.69 feet; thence N.04°07'59"W. a distance of 231.34 feet to the point of curvature of a curve concave East and having a radius of 2530.00 feet; thence run Northerly, along the arc of said curve through a central angle of 03°46'13", a distance of 166.48 feet; thence run N.00°21'46"W. a distance of 703.06 feet to the NW corner of Lot 2, Block C, of above said plat; thence departing the boundary of FAIRWAYS OF STONECREST, run N.04°55'57"W. a distance of 502.06 feet to the SE corner of Tract "D", of FAIRWAYS OF STONECREST UNIT 2, as per plat thereof recorded in Plat Book 4, Pages 78 through 81, Public Records of Marion County, Florida; thence S.89°38'14"W., along the South line thereof, a distance of 60.00 feet to the SW corner of said Tract "D"; said corner also being a point on the West line of the NE 1/4 of above mentioned Section 36; thence run S.00°21'46"E., along said West line, a distance of 1500.00 feet

File No: 0012200

Schedule A

to the NE corner of FLORIDIAN CLUB ESTATES, as per plat thereof recorded in Plat Book 1, Pages 106 through 111, Public Records of Marion County, Florida; thence continue S.00°21'46"E., along the East line of FLORIDIAN CLUB ESTATES, a distance of 99.97 feet to the Point of Beginning.

Parcel No. 7 / Pipeline Easement:

A 15.00 foot wide strip of land located in the SW 1/4 of Section 36, Township 17 South, Range 23 East, Marion County, Florida, lying 7.5 feet on each side of the following described centerline; From the NW corner of Lot 22, Block A, HILLS OF STONECREST UNIT 1, as per plat thereof recorded in Plat Book 2, Pages 179 through 181, Public Records of Marion County, Florida, thence run N.42°02'27"W., along the boundary of above said plat, a distance of 35.39 feet; thence N.47°57'33"E. 7.50 feet to the Point of Beginning; thence departing said boundary, run N.42°02'27"W. 34.61 feet; thence run S.47°57'33"W. 111.24 feet to the Northeasterly right of way line of SE 109th Terrace Road of STONECREST CENTER PHASE I, as per plat thereof recorded in Plat Book 4, Pages 107 through 109, Public Records of Marion County, Florida, and the Point of Terminus.

Parcel No. 8 / Pipeline Easement:

Those portions of Tract "D" and Tract "B", FAIRWAYS OF STONECREST UNIT 2, as per plat thereof recorded in Plat Book 4, Pages 78 through 81, Public Records of Marion County, Florida, described as:

The East 20 feet of the South 185.00 feet of Tract "D"; the North 20 feet of the South 33.00 feet of Tract "B"; the East 20.00 feet of the West 340.00 feet of Tract "B", LESS the South 33.00 feet thereof; also less any portion thereof lying North of a line that is 20.00 feet North of the North line of Lot 9, Block A (and its Westerly extension) of said subdivision; also That portion of Tract "B" lying 20.00 feet North of the North line of said Lot 9, bounded on the West by a line that is the Northerly extension of the West line of Lot 9, bounded on the East by the Westerly right of way line of SE 115th Terrace Road.

Parcel No. 9 / Lift Station:

That portion of the NW 1/4 of Section 36, Township 17 South, Range 23 East, Marion County, Florida:

From the NW corner of Tract "A", Block H, HILLS OF STONECREST UNIT 2 PARTIAL REPLAT, as per plat thereof recorded in Plat Book 5, Pages 6 through 8, Public Records of Marion County, Florida,

File No: 0012200

Schedule A

run S.87°01'35"W. a distance of 235.50 feet to the Point of Beginning; thence run S.43°02'38"W. a distance of 40.00 feet; thence N.46°57'22"W. a distance of 30.00 feet; thence N.43°02'38"E. a distance of 40.00 feet; thence S.46°57'22"E. a distance of 30.00 feet to the Point of Beginning.

Parcel No. 10 / LEFT BLANK INTENTIONALLY

Parcel No. 11 / Force Main Easement:

A 20.00 foot wide strip of land lying in the NW 1/4 of Section 36, Township 17 South, Range 23 East, Marion County, Florida, lying 10.00 feet on each side of the following described centerline: From the NW corner of Tract "D" of FLORIDIAN CLUB ESTATES, as per plat thereof recorded in Plat Book 1, Pages 106 through 111, Public Records of Marion County, Florida, run N.89°57'20"E., along the North line thereof, a distance of 11.26 feet to the Point of Beginning; thence departing said North line, run N.00°21'46"W., along a line that is 10.00 feet West of (by perpendicular measure), the West line of the East 880.00 feet of the above said NW 1/4 of Section 36, a distance of 10.00 feet; thence S.89°57'20"W. parallel with the North line of said FLORIDIAN CLUB ESTATES and the North line of HILLS OF STONECREST UNIT 2 PARTIAL REPLAT, as per plat thereof recorded in Plat Book 5, Pages 6 through 8, Public Records of Marion County, Florida, a distance of 1135.20 feet; thence S.43°02'38"W. a distance of 16.58 feet to the Point of Terminus.

Parcel No. 12 / Gravity Pipeline Easement No. 1:

A 20.00 foot wide strip of land lying in the NW 1/4 of Section 36, and the NE 1/4 of Section 35, Township 17 South, Range 23 East, Marion County, Florida, and a portion of Tract A of STONECREST CENTER PHASE I, as per plat thereof recorded in Plat Book 4, Pages 107 through 109, Public Records of Marion County, Florida, lying 10.00 feet on each side of the following described centerline: From the SE corner of Lot 1, Block C, STONECREST CENTER PHASE 1, run S.42°02'27"E., along the Northeasterly right of way line of SE 109th Terrace Road, a distance of 193.81 feet to the Point of Beginning; thence departing said right of way line, run N.45°07'01"E. a distance of 297.73 feet; thence N.59°59'03"E. a distance of 511.03 feet; thence run N.02°06'52"E. a distance of 65.67 feet to the Point of Terminus.

Parcel No. 13 / Gravity Pipeline Easement No. 2:

File No: 0012200

### Schedule A

A 20 foot wide strip of land lying in the NW 1/4 of Section 36, Township 17 South, Range 23 East, Marion County, Florida, lying 10.00 feet on each side of the following described centerline: Begin at the intersection of SE 110th Terrace and SE 174th Loop, as per plat of HILLS OF STONECREST UNIT 2, recorded in Plat Book 4, Pages 133 through 135, Public Records of Marion County, Florida, thence run N.67°32'57"W. a distance of 33.57 feet; thence run N.53°57'37"W. a distance of 145.89 feet to the Point of Terminus. LESS any portion thereof lying within the rights of way of said SE 174th Loop and SE 110th Terrace.

#### Parcel No. 14 / Pipeline Easement:

A 20.00 foot wide Strip of land lying in Section 36, Township 17 South, Range 23 East, Marion County, Florida, described as follows: From the most Southerly corner of Tract "B" of FLORIDIAN CLUB ESTATES, as per plat thereof recorded in Plat Book 1, Pages 106 through 111, Public Records of Marion County, Florida, run N.89°38'14"E. a distance of 427.29 feet to the Point of Beginning; thence continue N.89°38'14"E. 521.39 feet; thence N.00°21'46"W. 20.00 feet; thence S.89°38'14"W. 501.34 feet; thence N.00°13'07"W. 301.30 feet; thence N.86°10'17"W. 124.15 feet; thence S.03°49'43"W. 20.00 feet; thence S.86°10'17"E. 124.15 feet; thence run S.00°13'07"E. a distance of 302.71 feet to the Point of Beginning.

#### Parcel No. 15 / Lift Station:

A parcel of land lying within Section 36, Township 17 South, Range 23 East, Marion County, Florida, described as follows: Commence at the Northwesterly corner of Lot 1, Block A, LINKS OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 4 through 7, Public Records of Marion County, Florida; said point also being on the Easterly right of way line of SE 115th Avenue; thence along said Easterly right of way line run N.11°13'18"E. 106.00 feet to the beginning of a curve concave Westerly and having a radius of 537.50 feet; thence run Northerly 108.68 feet along the arc of said curved right of way line through a central angle of 11°35'04" thence N.00°21'46"W. 10.49 feet to the beginning of a curve concave Westerly and having a radius of 330.00 feet; thence run Northerly 21.10 feet along the arc thereof through a central angle of 03°39'49" to the beginning of a reverse curve concave Southeasterly and having a radius of 25.00 feet; thence run Northeasterly 36.47 feet, along the arc thereof through a central angle of 83°34'18" to the end of said curve; said point being on the Southerly right of way line of SE

File No: 0012200

Schedule A

176th Place Road, as shown on the plat of FAIRWAYS OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 8 through 11, Public Records of Marion County, Florida; thence along said Southerly right of way line with the following courses: run N.79°32'43"E. 261.11 feet to the beginning of a curve concave Southerly and having a radius of 650.00 feet; thence run Easterly 109.06 feet along the arc thereof through a central angle of 09°36'47" to the end of said curve; thence N.89°09'30"E. 54.83 feet to the beginning of a curve concave Southerly and having a radius of 700.00 feet; thence run Easterly 59.75 feet along the arc thereof through a central angle of 04°53'27"; thence departing said right of way line, run S.03°28'40"E. 91.69 feet; thence run S.53°19'29"E. 7.45 feet to the Point of Beginning; thence continue S.53°19'29"E. a distance of 22.51 feet; thence S.00°00'00"E. 16.02 feet; thence N.90°00'00"W. 28.00 feet; thence N.00°00'00"E. 16.12 feet; thence N.36°40'31"E. 16.65 feet to the Point of Beginning.

Parcel No. 16 / Ingress and Egress and Pipeline Easements: That portion of land lying within Section 36, Township 17 South, Range 23 East, Marion County, Florida, described as follows: Commence at the Northwesterly corner of Lot 1, Block A, LINKS OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 4 through 7, Public Records of Marion County, Florida; said point also being on the Easterly right of way line of SE 115th Avenue; thence along said Easterly right of way line run N.11°13'18"E. 106.00 feet to the beginning of a curve concave Westerly and having a radius of 537.50 feet; thence run Northerly 108.68 feet, along the arc of said curved right of way line through a central angle of 11°35'04", thence N.00°21'46"W. 10.49 feet to the Point of Beginning; said Point of Beginning also being the Point of Curvature of a curve concave Westerly and having radius of 330.00 feet; thence run Northerly 21.10 feet, along the arc thereof through a central angle of 03°39'49", to the beginning of a reverse curve concave Southeasterly and having a radius of 25.00 feet; thence run Northeasterly 36.47 feet, along the arc thereof through a central angle of 83°34'18", to the end of said curve; said point being on the Southerly right of way line of SE 176th Place Road, as shown on the plat of FAIRWAYS OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 8 through 11, Public Records of Marion County, Florida; thence along said Southerly right of way line with the following courses: run N.79°32'43"E. 261.11 feet to the beginning of a curve concave Southerly and having a radius of 650.00 feet;

File No: 0012200

#### Schedule A

thence run Easterly 109.06 feet, along the arc thereof through a central angle of  $09^{\circ}36'47''$ , to the end of said curve; thence  $N.89^{\circ}09'30''E.$  54.83 feet to the beginning of a curve concave Southerly and having a radius of 700.00 feet; thence run Easterly 59.75 feet, along the arc thereof through a central angle of  $04^{\circ}53'27''$ ; thence departing said right of way line run  $S.03^{\circ}28'40''E.$  91.69 feet; thence run  $S.53^{\circ}19'29''E.$  7.45 feet; thence  $S.36^{\circ}40'31''W.$  28.95 feet; thence  $S.19^{\circ}40'21''E.$  44.83 feet; thence  $S.70^{\circ}19'39''W.$  20.00 feet; thence  $N.19^{\circ}40'21''W.$  72.87 feet; thence  $N.03^{\circ}28'40''W.$  76.32 feet to a point on a curve concave Southerly and having a radius of 675.00 feet to which a radial line bears  $N.00^{\circ}54'42''W.$ ; thence run Westerly 20.69 feet, along the arc thereof through a central angle of  $01^{\circ}45'22''$ , to the end of said curve; thence run  $S.89^{\circ}09'30''W.$  54.83 feet to the Point of Curvature of a curve concave Southerly and having a radius of 625.00 feet; thence run Westerly 104.86 feet, along the arc thereof through a central angle of  $09^{\circ}36'47''$ , to the end of said curve; thence run  $S.79^{\circ}32'43''W.$  226.85 feet; thence  $S.63^{\circ}19'17''W.$  64.71 feet to the Point of Beginning.

#### Parcel No. 17 / Pipeline Easement:

A 20.00 foot wide strip of land being in the NE 1/4 of Section 36, Township 17 South, Range 23 East, Marion County, Florida, and bounded on the West by the Easterly line of ENCLAVE OF STONECREST UNIT 4, as per plat thereof recorded in Plat Book 5, Pages 139 through 141, Public Records of Marion County, Florida; lying 10.00 feet on each side of the following described centerline; begin at the NE corner of Lot 16, of said ENCLAVE OF STONECREST UNIT 4, thence run  $S.75^{\circ}22'13''E.$  a distance of 18.02 feet; thence  $S.10^{\circ}32'40''W.$  a distance of 247.55 feet; thence run  $S.61^{\circ}04'09''E.$  a distance of 153.08 feet, thence run  $S.23^{\circ}45'40''E.$  a distance of 15.02 feet to the Point of Terminus; said Point of Terminus being a point on a line that has a bearing of  $S.89^{\circ}39'49''W.$ , said line being the Southerly boundary line of the above described 20.00 foot-wide strip of land.

#### Parcel No. 18 / Easement No. 1:

A 20.00 foot wide strip of land being in the NE 1/4 of Section 36, Township 17 South, Range 23 East, Marion County, Florida, lying 10.00 feet on each side of the following described centerline: From the NE corner of Tract "D", according to FLORIDIAN CLUB ESTATES, as per plat thereof recorded in Plat Book 1, Pages 106 through 111, Public Records of Marion County,

File No: 0012200



Schedule A

Florida, run S.00°52'09"E., along the East line of said Tract "D", a distance of 14.80 feet to the Point of Beginning; thence run N.85°03'31"E. a distance of 114.79 feet to the Westerly right of way line of SE 115th Terrace Road and the Point of Terminus.

Parcel No. 19 / Easement No. 2:

A 20.00 foot wide strip of land lying in Section 36, Township 17 South, Range 23 East, Marion County, Florida, described as follows: From the NE corner of Lot 20, Block B, FAIRWAYS OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 8 through 11, Public Records of Marion County, Florida, run S.04°07'59"E., along the East line of Lot 20, a distance of 13.14 feet to the Point of Beginning; thence departing said East line run N.77°55'29"E. a distance of 411.86 feet; thence S.79°07'20"E. a distance of 727.87 feet; thence S.30°22'56"E. a distance of 61.99 feet to the most Northwesterly corner of Lot 25, of the ENCLAVE OF STONECREST UNIT 2, as per plat thereof recorded in Plat Book 4, Pages 171 through 173, Public Records of Marion County, Florida; thence run N.61°35'29"E., along the North line of said Lot 25, a distance of 20.01 feet; thence run N.30°22'56"W. a distance of 71.74 feet; thence N.79°07'20"W. a distance of 740.99 feet; thence S.77°55'29"W. a distance of 413.13 feet to the East line of Lot 19, Block B, of the above mentioned plat of FAIRWAYS OF STONECREST; thence run S.04°07'59"E. a distance of 20.19 feet to the Point of Beginning.

Parcel No. 20 / Easement No. 3:

A 20.00 foot wide strip of land lying in Section 36, Township 17 South, Range 23 East, Marion County, Florida, described as follows: From the SW corner of Lot 12, THE ENCLAVE OF STONECREST UNIT 2, as per plat thereof recorded in Plat Book 4, Pages 36 through 37, Public Records of Marion County, Florida, run S.61°42'54"W., along the South line of Lot 11, THE ENCLAVE OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 171 through 173, Public Records of Marion County, Florida, a distance of 8.02 feet to the Point of Beginning; thence departing said South line run S.28°52'09"E. a distance of 10.23 feet; thence N.80°10'06"E. a distance of 31.27 feet; thence S.37°35'24"E. a distance of 373.97 feet; thence N.52°24'36"E. a distance of 20.00 feet; thence N.37°35'24"W. a distance of 386.04 feet; thence S.80°10'06"W. a distance of 16.20 feet to the South line of above said Lot 12; thence run S.61°42'54"W., along said line, a distance of 32.19 feet to the Point of

File No: 0012200

Schedule A

Beginning.

Parcel No. 21:

That portion of Section 36, Township 17 South, Range 23 East, Marion County, Florida, described as follows: Begin at the NE corner of Lot 22, Block C, ENCLAVE OF STONECREST UNIT 2, as per plat thereof recorded in Plat Book 4, Pages 36 through 37, Public Records of Marion County, Florida; thence run N.30°07'29"W., along the Easterly boundary of above said plat, a distance of 52.50 feet to a point on a curve concave Northwesterly and having a radius of 145.00 feet; thence run Northeasterly 152.80 feet along the arc thereof through a central angle of 60°22'47" said arc having a chord bearing of N.29°41'07"E. and a chord length of 145.83 feet; thence run N.00°30'17"W. a distance of 335.72 feet to the Point of Curvature of a curve concave Southwesterly and having a radius of 17.50 feet; thence Northwesterly, along the arc thereof through a central angle of 90°00'00", 27.49 feet to the Point of Tangency; thence S.89°29'43"W. a distance of 22.65 feet to the Point of Curvature of a curve concave Northerly and having a radius of 480.00 feet; thence Westerly, along the arc thereof through a central angle of 14°21'31", 120.29 feet to the beginning of a reverse curve concave Southerly and having a radius of 17.50 feet; thence Southwesterly, along the arc thereof through a central angle of 47°16'26", 14.44 feet to the beginning of a reverse curve concave Northeasterly and having a radius of 57.50 feet; thence Southwesterly, Westerly and Northwesterly, along the arc thereof through a central angle of 108°36'59", 109.00 feet to the beginning of a reverse curve concave Southwesterly and having a radius of 17.50 feet; thence Northwesterly, along the arc thereof through a central angle of 47°16'31", 14.44 feet to the beginning of a reverse curve concave Northeasterly and having a radius of 480.00 feet; thence Northwesterly, along the arc thereof through a central angle of 15°23'54", 129.00 feet to the Point of Tangency; thence N.46°40'56"W. 5.47 feet to the Point of Curvature of a curve concave Southwesterly and having a radius of 17.50 feet; thence Northwesterly, along the arc thereof through a central angle of 50°42'13", 15.49 feet to the beginning of a reverse curve concave Northeasterly and having a radius of 57.50 feet; thence Northwesterly, Northerly and Northeasterly, along the arc thereof through a central angle of 156°07'53", 156.69 feet to the end of said curve; thence run N.23°45'40"W. 116.45 feet; thence N.89°39'49"E. 16.35 feet; thence S.23°45'40"E. 109.95 feet to a

File No: 0012200

Schedule A

point on a curve concave Southwesterly and having a radius of 57.50 feet; thence Easterly, Southeasterly and Southerly along the arc having a chord bearing of S.51°07'18"E. and a chord of 94.37 feet, through a central angle of 110°17'10" 110.68 feet to the point of reverse curvature of a curve concave Northeasterly and having a radius of 17.50 feet; thence Southeasterly, along the arc thereof through a central angle of 50°42'13", 15.49 feet to the Point of Tangency; thence run S.46°40'56"E. 5.47 feet to the Point of Curvature of a curve concave Northeasterly and having a radius of 420.00 feet; thence Southeasterly, along the arc thereof through a central angle of 14°36'40", 107.11 feet to the point of compound curvature of a curve concave Northerly and having a radius of 17.50 feet; thence Easterly, along the arc thereof through a central angle of 54°43'21", 16.71 feet to the beginning of a reverse curve concave Southerly and having a radius of 57.50 feet; thence Easterly and Southeasterly, along the arc thereof through a central angle of 93°48'19", 94.14 feet to the beginning of a reverse curve concave Northeasterly and having a radius of 17.50 feet; thence Southeasterly, along the arc thereof through a central angle of 54°43'21", 16.71 feet to the point of compound curvature of a curve concave Northerly and having a radius of 420.00 feet; thence Easterly, along the arc thereof through a central angle of 13°34'17", 99.48 feet to the Point of Tangency; thence run N.89°29'43"E. 22.65 feet to the Point of Curvature of a curve concave Northwesterly and having a radius of 17.50 feet; thence Easterly and Northerly, along the arc thereof through a central angle of 90°00'00", 27.49 feet to the beginning of a reverse curve concave Southeasterly and having a radius of 195.00 feet; thence Northerly and Northeasterly, along the arc thereof through a central angle of 42°41'41", 145.31 feet to the Point of Tangency; thence run N.41°29'57"E. 85.26 feet to the Point of Curvature of a curve concave Northwesterly and having a radius of 270.00 feet; thence Northeasterly, along the arc thereof through a central angle of 26°59'02", 127.16 feet to the end of said curve; thence run S.75°29'04"E. a distance of 7.50 feet; thence N.89°38'13"E. 54.02 feet to a point on a curve concave Northwesterly and having a radius of 330.00 feet; thence Southerly, along the arc thereof having a chord bearing of S.17°35'05"W. and a chord of 63.01 feet, and through a central angle of 10°57'23", 63.10 feet to the beginning of a reverse curve concave Easterly and having a radius of 17.50 feet; thence Southeasterly, along the arc thereof through a central angle of 69°38'03", 21.27 feet to the beginning of a reverse curve concave Northwesterly and having a

File No: 0012200

Schedule A

radius of 57.50 feet; thence Southeasterly, Southerly and Southwesterly, along the arc thereof through a central angle of  $162^{\circ}19'07''$ , 162.90 feet to the beginning of a reverse curve concave Southerly and having a radius of 17.50 feet; thence Westerly and Southwesterly, along the arc thereof through a central angle of  $74^{\circ}14'52''$ , 22.68 feet to the Point of Tangency; thence run  $S.41^{\circ}29'57''W.$  48.02 feet to the Point of Curvature of a curve concave Easterly and having a radius of 135.00 feet; thence Southerly, along the arc thereof through a central angle of  $42^{\circ}00'14''$ , 98.97 feet to the Point of Tangency; thence run  $S.00^{\circ}30'17''E.$  433.07 feet to the Point of Curvature of a curve concave Westerly and having a radius of 205.00 feet; thence Southerly, along the arc thereof through a central angle of  $09^{\circ}23'12''$ , 33.58 feet to the end of said curve; thence run  $S.81^{\circ}07'05''E.$  20.00 feet to a point on a curve concave Northwesterly and having a radius of 225.00 feet; thence Southwesterly, along the arc having a chord bearing of  $S.35^{\circ}06'50''W.$  and a chord of 198.90 feet, and through a central angle of  $52^{\circ}27'50''$  206.02 feet to the Easterly line of above said Lot 22; thence along the East line thereof run  $N.18^{\circ}14'08''W.$  a distance of 28.03 feet to the Point of Beginning.

Parcel No. 22 / Utility Easement:

The Southeasterly 5.00 feet (by perpendicular measure) of Lot 13, Block L, FLORIDIAN CLUB ESTATES, as per plat thereof recorded in Plat Book 1, Pages 106 through 111, Public Records of Marion County, Florida.

Parcel No. 23 / Utility Easement:

The Northwesterly 5.00 feet (by perpendicular measure) of Lot 12, Block L, FLORIDIAN CLUB ESTATES, as per plat thereof recorded in Plat Book 1, Pages 106 through 111, Public Records of Marion County, Florida.

Parcel No. 24 / Utility Easement:

The East 7.50 feet of Lot 24, Block A, THE ENCLAVE OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 171 through 173, Public Records of Marion County, Florida.

Parcel No. 25 / Perpetual License and Easement:

A tract of land lying in Section 36, Township 17 South, Range 23 East, described as beginning at the most Westerly corner of Lot 5, Block C, FAIRWAYS OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 8 through 11, Public Records of Marion

File No: 0012200

Schedule A

County, Florida; thence N.89°55'42"E., along the North line of said Lot 5, a distance of 69.96 feet; thence N.00°20'46"W., along the West line of Lot 6 of Block C of said plat, a distance of 7.20 feet; thence departing said West line run S.84°02'56"W. 70.28 feet to the Point of Beginning.

Parcel No. 26 / Utility and Access Easement:

Tract A, HILLS OF STONECREST UNIT 1, as per plat thereof recorded in Plat Book 2, Pages 179 through 181, Public Records of Marion County, Florida.

Parcel No. 27 / LEFT BLANK INTENTIONALLY

Parcel No. 28 / Utility and Access Easement:

Tract B, LAKES OF STONECREST UNIT 1, as per plat thereof recorded in Plat Book 2, Pages 157 through 159, Public Records of Marion County, Florida.

Parcel No. 29 / Utility and Access Easement:

Tract A, LAKES OF STONECREST UNIT 2, PHASE 2, as per plat thereof recorded in Plat Book 4, Pages 25 and 26, Public Records of Marion County, Florida.

Parcel No. 30 / Utility and Access Easement:

Tract A, THE ENCLAVE OF STONECREST UNIT 2, as per plat thereof recorded in Plat Book 4, Pages 36 and 37, Public Records of Marion County, Florida.

Parcel No. 31 / Utility and Access Easement:

Tract D, FAIRWAYS OF STONECREST UNIT 2, as per plat thereof recorded in Plat Book 4, Pages 78 through 80, Public Records of Marion County, Florida.

Parcel No. 32:

The East 6 feet of Lot 11, Block C, THE ENCLAVE OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 171 through 173, Public Records of Marion County, Florida.

Parcel No. 33:

The Westerly 7.5 feet of Lot 7, Block G; The Easterly 7.5 feet of Lot 8, Block G; and All of Tract D, HILLS OF STONECREST UNIT 2 PARTIAL REPLAT, as per plat thereof recorded in Plat Book 5, Pages 6, 7, and 8, Public Records of Marion County, Florida.

File No: 0012200

## OPTION AGREEMENT

**THIS OPTION AGREEMENT** (the "Option") is made and entered as of this 29th day of December, 2000, by **STONECREST OF MARION COUNTY, LTD.**, a Florida limited partnership (hereinafter referred to as "Optionor") and **FLORIDA WATER SERVICES CORPORATION**, a Florida corporation (hereinafter referred to as "Optionee").

### WITNESSETH:

1. **GRANT OF OPTION** In consideration of Optionee's payment to Optionor of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Optionor hereby grants to Optionee an exclusive and irrevocable option to purchase that certain parcel located in Marion County, State of Florida, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). Notwithstanding the foregoing, Optionor may substitute a similar parcel of land located adjacent to Tract D, FLORIDIAN CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 1, Pages 106 through 111, inclusive, of the Public Records of Marion County, Florida (the "Wastewater Plant Parcel") upon approval by Optionee of the same, with such approval by Optionee not to be unreasonably withheld.
2. **PURCHASE PRICE** In the event Optionee exercises its option to purchase, the purchase price for the Property, together with all improvements thereon, shall be FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) per acre (as reflected on the Survey described below) payable all cash at the time of closing (the "Purchase Price").
3. **EXPIRATION DATE** This option shall expire at 5:00 o'clock p.m. on the 31st day of December, 2005.
4. **EXERCISE OF OPTION: AGREEMENT TO SELL AND PURCHASE** This option shall be exercised by Optionee delivering to Optionor written notice of such exercise (the "Notice") on or before the expiration date, together with a boundary survey (the "Survey") of the Property (or replacement property, if applicable), or by Optionee mailing such Notice and Survey by certified mail to Optionor at least two (2) days before the expiration date; and such Notice, if so mailed, shall be deemed valid and effective whether or not it actually is delivered to Optionor prior to the expiration date. In the event that the option is so exercised by Optionee, then Optionor agrees to sell, and Optionee agrees to purchase, the Property for the aforesaid Purchase Price, on the terms and conditions herein set forth herein; and the

giving of notice by Optionee of the exercise of this option shall constitute Optionee's agreement as herein provided.

5. **Title Insurance**. Upon Optionor's receipt of the Survey, Optionor shall order a title insurance commitment issued by a qualified title insurer. In the commitment, the insurer will agree to issue to Optionee, upon recording of the instruments of conveyance in favor of Optionee, an Owner's Policy of Title Insurance insuring title to the Property (or replacement property, if applicable), subject only to liens, encumbrances, exceptions or qualifications reasonably acceptable to Optionee. Option shall have ten (10) business days from receipt of a complete title insurance commitment from Optionor, including copies of all pertinent documentation for items identified as exceptions or conditions, to notify Optionor of any exceptions which are not acceptable to Optionee. The failure by Optionee to so notify Optionor within the foregoing period shall be deemed acceptance of such exceptions. The title commitment will be "marked-up" at closing by the title agent to delete all requirements and exceptions objected to by Optionee pursuant to this paragraph and the effective date will be revised to the date of closing. The title policy will include a contiguity endorsement insuring the contiguity of the Property (or replacement property, if applicable) to the Wastewater Plant Parcel.
  
6. **CLOSING REQUIREMENTS** In the event of Optionee's exercise of this Option:
  - (a) Closing will occur within thirty (30) days after the exercise of this option, which date may only be extended by mutual agreement as provided herein. Closing agent's fees, title commitment and title insurance charges, documentary stamps and filing fees, shall be paid by Optionor. Optionor and Optionee shall each pay their own attorneys' fees, if any.
  
  - (b) At closing, Optionor shall deliver to Optionee a Warranty Deed conveying good, marketable and insurable fee simple title to the Property. Optionor shall also deliver such additional affidavits and documents as may be reasonably required by the title company.
  
  - (c) Taxes and assessments due on or before the closing date shall be paid by Optionor. Current general taxes and assessments shall be prorated as of the closing date based upon the current assessment and rate.
  
  - (d) At closing, Optionee shall pay Optionor, in cash or certified funds, the full Purchase Price.
  
  - (e) At closing, Optionor shall deliver vacant possession of the Property to Optionee.

7. **DUE DILIGENCE** Optionee may perform at its expense its own due diligence investigation of the Property, including but not limited to the title examination, soil borings and tests, the environmental assessment, borings and tests, asbestos sampling and tests, and surveys of the Property.
8. **INSPECTION AND GRANT OF ACCESS** Optionor hereby grants to Optionee and Optionee's agents and designees the right to enter upon the Property for the purpose of inspecting and evaluating the condition thereof, and performing its due diligence investigation of the Property pursuant to Section 7 hereof.
9. **TIME OF THE ESSENCE** Time is of the essence of this agreement.
10. **GOVERNING LAW** This is an option agreement and shall be interpreted, construed and enforced according to the laws of the State of Florida.
11. **BROKERAGE COMMISSIONS** Optionee represents and warrants that it has not engaged the services of a broker or agent for this Option. Optionor has engaged Clay Albright Realty in this transaction and shall be solely responsible for any compensation due that company by reason of a subsequent purchase of the Property by Optionee.
12. **REMEDIES.** In the event either Optionee or Optionor fails to perform any obligation hereunder, the non-defaulting party's remedies shall be limited to specific performance of this Option. In no event shall Optionor or Optionee be liable for damages of any nature.
13. **RECORDING OF MEMORANDUM OF OPTION.** Upon the execution of this Option, Optionor shall record a Memorandum of Option in the Public Records of Marion County, Florida, which includes the legal description of the Property. In the event that a replacement property approved by Optionee, Optionor may record an amendment to the Memorandum of Option which references such substitution and which includes the legal description of the replacement Property.




IN WITNESS WHEREOF, Optionor and Optionee have caused this Option to be executed as of the day and year first above written.

Signed and acknowledged  
in the presence of:

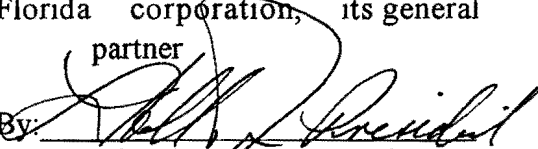
**"OPTIONOR"**

  
Print Name: David M. Owen Jr.

  
Print Name: W.T. Costolo

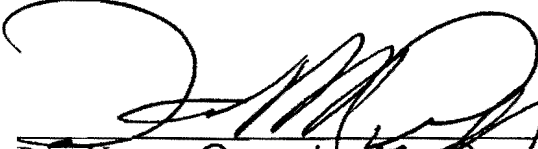
**STONECREST OF MARION COUNTY,  
LTD.**, a Florida limited partnership


By: Stonecrest Management, Inc., a  
Florida corporation, its general  
partner

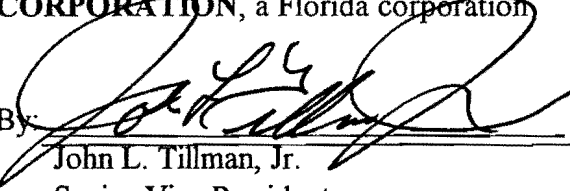
  
By: L. Hall Robertson, Jr.  
L. Hall Robertson, Jr., President

**"OPTIONEE"**

**FLORIDA WATER SERVICES  
CORPORATION**, a Florida corporation

  
Print Name: David M. Owen, Jr.

  
Print Name: W.T. Costolo

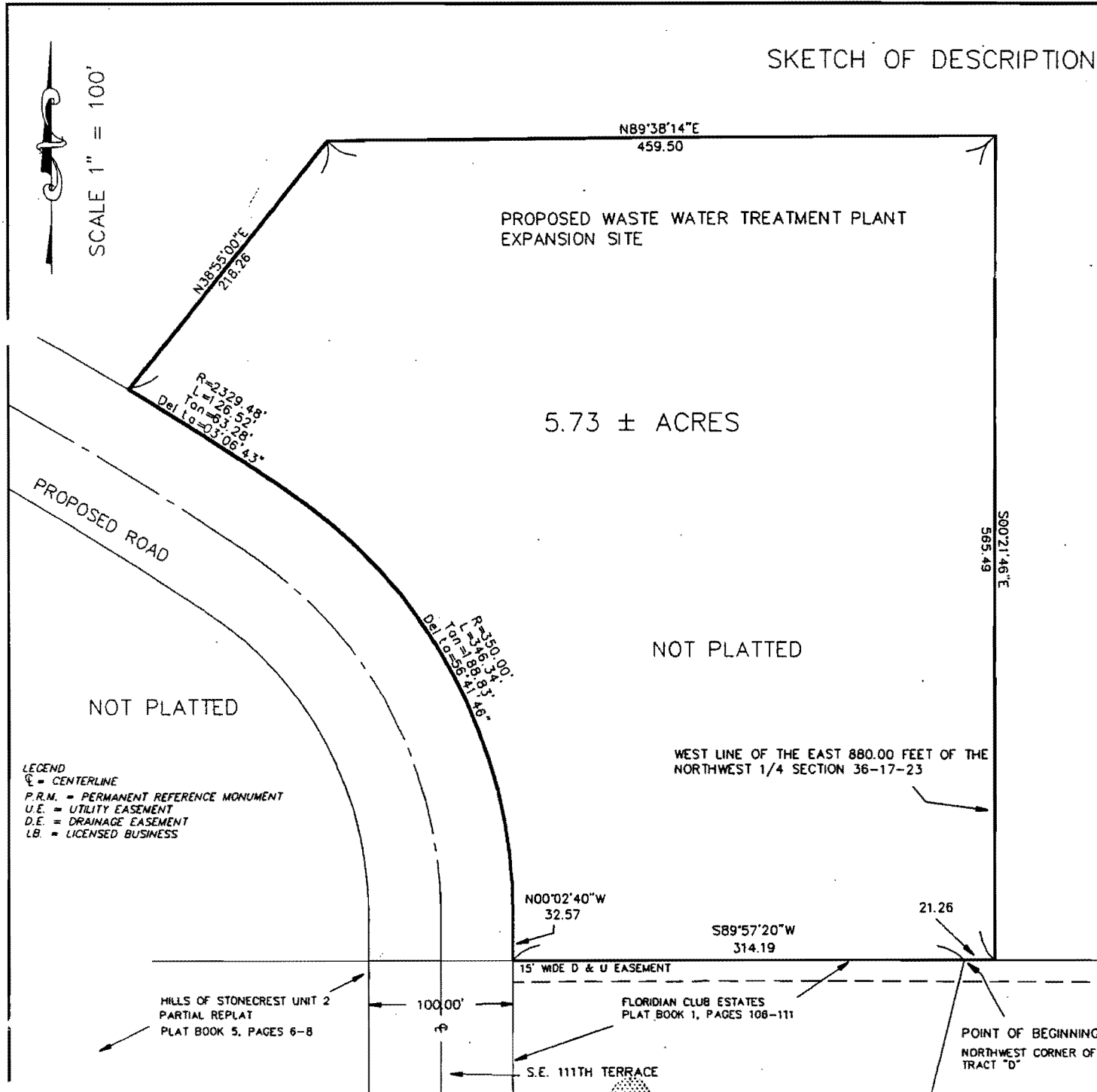
  
By: John L. Tillman, Jr.  
Senior Vice President

**EXHIBIT "A"**

**Legal Description of the Property**

See attached sketch and description consisting of one page

EXHIBIT "A"



SKETCH OF DESCRIPTION

LEGAL DESCRIPTION FOR PROPOSED WASTE WATER TREATMENT PLANT EXPANSION

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA DESCRIBED AS FOLLOWS:  
 BEGIN AT THE NORTHWEST CORNER OF TRACT "D", OF FLORIDIAN CLUB ESTATES AS RECORDED IN PLAT BOOK 1, PAGES 106 THROUGH 111, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE RUN S89°57'20"W ALONG THE NORTH LINE OF ABOVE SAID PLAT A DISTANCE OF 314.19 FEET; THENCE DEPARTING SAID NORTH LINE RUN N00°02'40"W 32.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 350.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 56°41'46" 348.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2329.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 03°06'43" 126.52 FEET; THENCE DEPARTING SAID CURVE RUN N38°55'00"E 218.25 FEET; THENCE N89°38'14"E 459.50 FEET TO THE WEST LINE OF THE EAST 880.00 FEET OF THE ABOVE SAID NORTHWEST 1/4; THENCE ALONG SAID LINE RUN S00°21'46"E 565.49 FEET TO THE NORTH LINE OF ABOVE MENTIONED TRACT "D"; THENCE ALONG SAID NORTH LINE RUN S89°57'20"W 21.26 FEET TO THE POINT OF BEGINNING.

NOTES:

1. REPRODUCTIONS OF THIS PLAT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORDS, BY THIS FIRM.
3. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT OF FLORIDIAN CLUB ESTATES.
4. THE LEGAL DESCRIPTION WAS PREPARED BY THIS SURVEYOR FROM A SKETCH OF THE PROPOSED EXPANSION OF THE WASTE WATER TREATMENT PLANT.
5. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SURVEY IS CERTIFIED TO:  
 FLORIDA WATER SERVICES CORPORATION  
 STONECREST OF MARION COUNTY, LTD.  
 STEEPLECHASE UTILITY COMPANY, INC.  
 FIRST AMERICAN TITLE INSURANCE COMPANY  
 JOHN P. McKEEVER, P.A.

"I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA ADMINISTRATIVE CODE RULE 61G17-6."

JODY W. STURGILL  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA REGISTRATION NO. 4379

SIGNED: *Jody W. Sturgill*  
 SEAL

**FARNER BARLEY AND ASSOCIATES, INC.**  
 350 NORTH SINCLAIR AVENUE • TAVARES, FL 32778 • (352) 343-8481  
 Δ ENGINEERS  
 Δ SURVEYORS  
 Δ PLANNERS  
 LB NO. 4709

|           |                                    |            |     |
|-----------|------------------------------------|------------|-----|
| CLIENT    | FLORIDA WATER SERVICES CORPORATION |            |     |
| JOB NO.   | 921272.085                         |            |     |
| DATE      | 12-13-00                           | FB/PAGE    |     |
| DRAWN BY  | JWS                                | CHECKED BY | JWS |
| REVISIONS |                                    | DATE       |     |
|           |                                    |            |     |
|           |                                    |            |     |

**FLORIDA WATER SERVICES CORPORATION  
& STONECREST OF MARION COUNTY, LTD.**

**WATER AND WASTEWATER SERVICE AGREEMENT**

for

**Stonecrest Community**

**located in Marion County, Florida**

**FPSC Certificate Numbers 515-W & 447-S**

This instrument was prepared  
under the supervision of:  
John L. Tillman, Senior Vice President  
Business Development  
Florida Water Services Corporation  
P.O. Box 609520  
Orlando, Florida 32860-9520

This WATER AND WASTEWATER SERVICE AGREEMENT is made this \_\_\_\_ day of December 2000, by and between FLORIDA WATER SERVICES CORPORATION, a Florida corporation (hereafter "UTILITY"), and STONECREST OF MARION COUNTY, LTD., a Florida limited partnership ("DEVELOPER").

### RECITALS

1. The DEVELOPER owns, or has the right to subject to this Agreement, certain properties located in Marion County, Florida, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference and hereinafter referred to as the "Developer's Property".
2. Prior to the date of this Water and Wastewater Service Agreement, Steeplechase Utility Company, Inc., a Florida corporation ("STEEPLECHASE"), has provided water and wastewater service to the Developer's Property.
3. On even date herewith, UTILITY has acquired the water and wastewater system previously owned by STEEPLECHASE pursuant to the terms of a Purchase and Sale Agreement.
4. The DEVELOPER intends to further construct improvements to the Developer's Property (which improvements shall hereinafter be referred to as the "Improvements") in accordance with the Development Plan attached hereto as Exhibit "B" which will require Water and Wastewater Service Capacity.
5. The DEVELOPER has completed and executed an Application for Water and Wastewater Service, a true copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference.
6. Water and Wastewater Service Capacity for the Improvements shall be provided in the manner described below and subject to the terms and conditions provided herein.
7. The UTILITY will provide Water and Wastewater Service Capacity to the DEVELOPER in accordance with and subject to the terms and conditions of this Agreement and applicable rules, regulations, laws and requirements.

ACCORDINGLY, in consideration of the Recitals hereof for and in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration received by each party from the other, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to as follows:

SECTION 1 RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2 DEFINITIONS. The parties agree that in construing this Water and Wastewater Service Agreement, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:

2.1 "Agreement" means this WATER AND WASTEWATER SERVICE AGREEMENT, as it may be amended from time to time.

2.2 "Contribution-in-Aid-of-Construction" means any amount or items of money or services or property received by the UTILITY from the DEVELOPER, any portion of which is provided at no cost to the UTILITY which represents an addition to the capital of the UTILITY and utilized to offset the cost of extending the UTILITY's Systems to the DEVELOPER's Property.

2.3 "Customer Installation" means for Water service, all facilities of every kind and nature which are located on the customer's side of the Point of Delivery. For Wastewater service, "Customer Installation" means all facilities of every kind and nature which are located on the customer's side of the Point of Collection.

2.4 "DEVELOPER" (or "APPLICANT" in Exhibit "C") means Stonecrest of Marion County, Ltd., a Florida limited partnership, its successors and assigns. In Exhibit "C", DEVELOPER may be referred to as "APPLICANT".

2.5 "Developer's Property" means that land described in Exhibit "A" hereto plus additional parcels of land owned or acquired by Developer, from time to time, which adjoin the land described on Exhibit "A".

2.6 "Development Plan" means the document describing the proposed Improvements to be constructed on the DEVELOPER's Property as set forth in Exhibit "B" attached to and incorporated in this Agreement.

2.7 "ERC" means Equivalent Residential Connection as that term is used and defined in the UTILITY's Tariff, as it may be amended from time to time (also sometimes referred to as "EDU", or Equivalent Dwelling Unit).

2.8 "FDEP" means the Florida Department of Environmental Protection, an agency of the State of Florida, or any successor agency.

2.9 "FPSC" means the Florida Public Service Commission, an agency of the State of Florida, or any successor agency.

2.10 "GPD" means gallons per day on an annual average basis.

2.11 "Improvements" means the Improvements (including roads, drainage, grading, lot layout, water supply facilities, maintenance, and service lines to the Point of Delivery) which will be constructed and developed by the DEVELOPER on the DEVELOPER's Property.

2.12 "Interested Parties" means the parties executing Exhibit "D" attached to and incorporated in this Agreement for the purpose of subordinating their interests in the DEVELOPER's Property to this Agreement. DEVELOPER warrants that the persons executing said Exhibit "D" are all persons having an interest in the DEVELOPER's Property, other than the DEVELOPER, whether as a mortgagee, secured lien holder, tenant or otherwise.

2.13 "Lot or Tract" means each separate subdivided building site as platted of record or as shown on the Development Plan.

2.14 "Master Plan" means the master plan for UTILITY's System prepared by UTILITY or its engineers, as amended or modified from time to time.

2.15 "Off-Site Facilities" means the portion of the Water and Wastewater Facilities which extends or expands the UTILITY's System to provide Water and Wastewater Service to the DEVELOPER's Property.

2.16 "On-Site Facilities" means the portion of the Water and Wastewater Facilities that has been or will be located wholly within the DEVELOPER's Property.

2.17 "Phase" means a part of the DEVELOPER's Property which is being or is to be developed as a unit.

2.18 "Plans and Specifications" means those documents and drawings prepared by the DEVELOPER's engineer for the design and construction of certain Water and Wastewater Facilities and approved by the UTILITY, as described in Subsection 2.30 hereof.

2.19 "Plant Capacity Charge" means the charge made by the UTILITY for each new Customer Installation to the UTILITY's System which is designed to defray a portion of the cost of the UTILITY's Water Treatment and Production System (as described in Subsection 2.32 hereof), the Wastewater Treatment and Disposal Facilities (as described in Subsection 2.28 hereof) and the UTILITY's other costs of the Water and Wastewater System, as may be amended from time to time with the approval of the FPSC and set forth in the Tariff.

2.20 "Point of Collection" means the point where the UTILITY'S wastewater service line is connected to the customer's line. Unless otherwise indicated by the Utility, the Point of Collection shall be at a point on the customer's lot line.

2.21 "Point of Delivery" means the point where the UTILITY's water service line is connected to the water meter serving each respective customer.

2.22 "Purchase and Sale Agreement" has the meaning set forth in the Recitals of this Agreement.

2.23 "Sewage" means water-carried wastes from residences, business buildings, institutions, industrial establishments, and other customers of the UTILITY's System.

2.24 "Tariff" means the UTILITY's Tariff for the Developer's Property on file with the FPSC, or as that document may be amended from time to time.

2.25 "UTILITY" means FLORIDA WATER SERVICES CORPORATION, a water and wastewater utility as defined in Chapter 367, Florida Statutes, its successors or assigns.

2.26 "UTILITY'S Standard Specifications" means those water and wastewater equipment and design specifications set forth in UTILITY'S Florida Water Services Standards and Specifications for Water and Wastewater Construction manual, as amended from time to time, a copy of the current version of which has been provided to DEVELOPER.

2.27 "UTILITY's System" means all Water and Wastewater Facilities and interests in real and personal property owned, operated, managed or controlled by the UTILITY now and in the future and used to provide



Water and Wastewater Service Capacity to existing and future customers within the certified service area of the UTILITY.

2.28 "Wastewater Treatment and Disposal Facilities" means any treatment and disposal facilities, including plants, pumps, ponds and necessary appurtenant equipment necessary to treat and dispose of wastewater.

2.29 "Water" means water satisfactory for drinking, cooking and domestic purposes meeting the quality standards of the FDEP.

2.30 "Water and Wastewater Facilities" or "Facilities" means all facilities, including but not limited to water transmission and distribution force mains, meters and other appurtenant facilities for the provision of piped Water to the Point of Delivery and/or wastewater force mains, pumps and other appurtenant facilities to collect and transmit Sewage from the Point of Collection for treatment and disposal in accordance with all applicable governmental regulations. Water and Wastewater Facilities are necessary for the UTILITY to provide Water and Wastewater Service Capacity to the DEVELOPER's Property.

2.31 "Water and Wastewater Service Capacity" means the readiness and ability of the UTILITY to furnish Water and Wastewater Service to each Lot or Tract in accordance with applicable governmental requirements and regulations. Water and Wastewater Service Capacity is typically expressed as a rate of Water flow measured in GPD.

2.32 "Water Treatment and Production Facilities" means any treatment and production facilities, including wells, plants, pumps and necessary appurtenant equipment necessary to withdraw and/or treat raw water in order to produce potable water.

SECTION 3 DESIGN, CONSTRUCTION, AND OPERATION OF ON-SITE FACILITIES. The DEVELOPER agrees as a condition precedent to its receipt of Water and Wastewater Service Capacity to do the following:

3.1 Development Plan. At the signing of the Agreement, an initial Development Plan will be furnished to the UTILITY by the DEVELOPER. Subsequently, annually on or about February 1<sup>st</sup> of each year, the DEVELOPER and UTILITY will meet to review an updated Development Plan. This plan will be submitted to the UTILITY and reflect any changes to the Development Plan since the preceding year in

order to enable the UTILITY to plan the utility requirements of the projected community.

3.2 Design of On-Site Facilities. The DEVELOPER shall, at its expense, cause its own Florida registered professional engineer ("Engineer") to design and produce and submit to the UTILITY for its review and approval or rejection prior to construction, graphic Plans and Specifications, which are based upon UTILITY's Standard Specifications to design utility facilities, for the construction of the On-Site Facilities needed in the future. The Plans and Specification may be limited to a single Phase only, and subsequent Phases may be furnished from time to time. However, each such Phase shall conform to the Development Plan for the DEVELOPER's Property attached hereto or, if not so attached, such Development Plan shall be submitted to the UTILITY concurrent with or prior to submission of the Plans and Specifications for each Phase contemplated hereunder. The DEVELOPER may modify its Development Plan at any time and from time to time with the consent of the UTILITY, which consent shall not be unreasonably withheld, provided such modification does not unduly interfere with existing facilities or commitments or increase the Water and Wastewater Service Capacity required by the DEVELOPER's Property. The DEVELOPER shall submit a copy of the modified plan to the UTILITY. The DEVELOPER shall cause its Engineer, to submit to UTILITY Plans and Specifications governing the materials to be used by DEVELOPER and the method and manner of installation.

3.3 Approval of Plans and Specifications for On-Site Facilities. The UTILITY shall review, and reject or approve, any such Plans and Specifications submitted pursuant to Subsection 3.2 hereof within thirty (30) days after its receipt of the Plans and Specifications. The DEVELOPER's professional engineer, licensed by the State of Florida, shall make corrections or modifications at DEVELOPER's expense to any portion of the Plans and Specifications which are unacceptable to the UTILITY and shall resubmit the corrected or modified Plans and Specifications to the UTILITY for further review until UTILITY shall have approved the Plans and Specifications. The UTILITY shall have, in each case, fifteen (15) days within which to approve or reject any such revision to said Plans and Specifications. Any such submitted Plans and Specifications which are not approved or rejected within the time period provided shall be deemed approved.

3.4 Permitting. The DEVELOPER shall, at its expense, obtain all necessary state and local permits or approvals required for the construction of the On-Site Facilities to be constructed pursuant to this Agreement. The DEVELOPER shall send written copies of all permit applications filed with state or local governmental entities to the UTILITY and shall also provide the UTILITY with copies of all written permits, approvals, requests for additional information or denials received by the DEVELOPER in connection with such permit applications.

3.5 Construction of On-Site Facilities. After UTILITY's approval of the Plans and Specifications for any phase or portion of the On-Site Facilities, the DEVELOPER shall, at its expense, construct and install that phase or portion of the On-Site Facilities as the same are depicted in the UTILITY approved Plans and Specifications therefor. Prior to any construction or installation of the On-Site Facilities, DEVELOPER shall provide UTILITY written notice of the name and address of all such contractors that DEVELOPER intends to have perform such work. UTILITY shall, within ten (10) days of such notice, advise DEVELOPER as to whether UTILITY has had any negative experiences, or knows of any negative information, relating to such contractors, or knows of any reason why such contractors should not perform such work. UTILITY's failure to so advise DEVELOPER of any such negative information shall not relieve DEVELOPER of its obligation to construct and install the On-Site Facilities in accordance with the UTILITY approved Plans and Specifications therefor. After completion of construction and prior to acceptance or approval of such Facilities by UTILITY, DEVELOPER agrees to furnish to UTILITY three (3) prints of the Record Drawings showing specification locations, depth, and other appropriate details of all Water and Wastewater Facilities as located and sealed by a licensed surveyor and one (1) 3.5 inch computer disk containing an electronic copy of the Record Drawings in AutoCad version 12 or better. Prior to acceptance by UTILITY, DEVELOPER shall provide UTILITY with a certification by DEVELOPER's Engineer that the facilities described in such Record Drawings were constructed, pressure tested, and bacteriologically cleared in accordance with approved plans and specifications, and applicable regulatory requirements. In addition, DEVELOPER will provide UTILITY with three (3) sets of all appropriate manuals for operation of any pumping stations and other mechanical and electrical equipment installed by DEVELOPER, as applicable.

3.6 Inspection, Testing, and Approval of Construction. During the construction of the On-Site Facilities by DEVELOPER, the UTILITY shall have the continuing right to inspect such installations to determine compliance with the Plans and Specifications. The UTILITY shall have the right to control the quality of the installation, and further, shall be entitled to perform standard tests for pressure, exfiltration, infiltration, line and grade, and all other normal engineering tests (the "Engineering Tests") to determine that the system has been installed in accordance with the Plans and Specifications and good engineering practices and shall be given no less than seventy-two (72) hours advance notice of any Engineering Tests to be performed by, or on behalf of, Developer, but it shall remain the responsibility of the DEVELOPER's Engineer to certify that such construction by the DEVELOPER complies with approved plans, specifications and applicable regulatory requirements, and is approved by FDEP. In the event that the On-Site Facilities as constructed (i) fail any Engineering Tests, or (ii) do not comply with all approved plans, specifications and applicable regulatory requirements, or (iii) are not approved by FDEP, then DEVELOPER will eliminate such noncompliance within a reasonable period of time and will notify UTILITY and the FDEP, as applicable, for reinspection.

3.7 Conveyance or Dedication of Facilities and Easements. Prior to acceptance of any phase or portion of the On-Site Facilities for ownership, operation and maintenance by the UTILITY, the DEVELOPER shall, with the respect to such phase or portion constructed or otherwise provided by the DEVELOPER, (a) convey, grant or dedicate to the UTILITY free and clear of all liens and encumbrances, such easements as are reasonably necessary for the UTILITY to own, operate, maintain, repair, and replace the On-Site Facilities accepted by the UTILITY, including all On-Site Facilities constructed thereon, and (b) transfer and convey to the extent that the same are transferable all governmental approvals and permits that will enable the UTILITY to operate the applicable phase or portion of those On-Site Facilities and provide Water and Wastewater Service Capacity to the Improvements, and notify all governmental agencies of such transfer and conveyance as may be required by law. The easement rights to be conveyed, granted or dedicated by DEVELOPER to UTILITY pursuant to subsection (a) above may be accomplished, where appropriate, by dedication on a plat (substantially in the form set forth in Exhibit "G" attached to and incorporated in this Agreement) of the respective phase of Developer's Property recorded among the Public Records of Marion County, Florida that shows sewer/water easements or

utility easements over all portions of such phase in which any Facilities are located. The UTILITY shall review and approve or reject within thirty (30) days after receipt thereof, all documents submitted by the DEVELOPER pursuant to this Subsection 3.7.

3.7.1 Additionally, no later than ten (10) days after written request by the UTILITY (but prior to the UTILITY's acceptance of any phase of the On-Site Facilities), the DEVELOPER shall provide the UTILITY either: a) a title report by a Florida title company acceptable to UTILITY, or b) an opinion of DEVELOPER's counsel to the effect that the lands to be encumbered by all easements to be conveyed or dedicated by the DEVELOPER to the UTILITY pursuant to this Agreement with respect to that phase or portion of the On-Site Facilities to be accepted by the UTILITY for ownership, operation, and maintenance are, in fact, owned by the DEVELOPER, free and clear of all liens (including mechanics' liens) and encumbrances, other than those acceptable and approved by the UTILITY. Should any of said liens and encumbrances be unacceptable to UTILITY, UTILITY shall notify DEVELOPER in writing within twenty (20) days of UTILITY's receipt of the title report or opinion of counsel. UTILITY's failure to notify DEVELOPER in writing of any unacceptable liens and encumbrances within said twenty (20) day period shall be deemed as UTILITY's approval of those liens and encumbrances. Such title report or opinion of counsel, when rendered, may reflect that the lands involved are encumbered by a development mortgage or mortgages, but any such mortgage or mortgages must be subordinated to or released from the lands upon which easements are to be granted to the UTILITY pursuant to this Agreement at the time such On-Site Facilities and easements are granted to the UTILITY. Any such subordination shall be substantially in the form set forth in composite Exhibit "D" attached hereto and by this reference made a part hereof. In the event that there are no mortgages encumbering the lands upon which easements are to be granted to the UTILITY pursuant to this Agreement, DEVELOPER shall execute and deliver to UTILITY a certification that no entities other than DEVELOPER hold any interest in such property or properties which certification shall be substantially in the form set forth in composite Exhibit "D" attached hereto.

3.8 Characterization and Surrender of On-Site Facilities. Upon acceptance by the UTILITY of any On-Site Facilities as aforesaid, the accepted facilities shall become part of the UTILITY's System (as appropriate), and the DEVELOPER shall surrender control of said On-

Site Facilities and execute and deliver to the UTILITY all documents or instruments necessary for that purpose, including but not limited to a Bill of Sale and a Waiver and Release of Lien, both in a form acceptable to the UTILITY. If the DEVELOPER shall fail or refuse to do so, then the UTILITY shall be entitled to specifically enforce the provisions of this Subsection 3.8 against the DEVELOPER.

3.9 Warranty Requirements. DEVELOPER shall indemnify and hold UTILITY harmless from and in respect of any repairs or replacements required to be made to said On-site Facilities conveyed by DEVELOPER to UTILITY which occur within one (1) year from the date of acceptance of said On-Site Facilities by the UTILITY. Upon demand by the UTILITY, the DEVELOPER shall correct or cause to be corrected all such defects which are discovered within said warranty period or periods as set forth above, failing which UTILITY shall make such repairs and/or correct such defects in materials and the DEVELOPER and/or its surety shall be liable to UTILITY for its costs arising therefrom.

3.9.1 DEVELOPER shall provide UTILITY with a Letter of Warranty in substantial conformity to the sample attached hereto as Exhibit "H."

3.9.2 DEVELOPER agrees to provide to UTILITY a copy of the Construction Contractor's One Year Warranty and any applicable equipment Warranties and to the extent possible shall assign such warranties to UTILITY.

3.10 Assurance of Title to Property. Within a period of forty-five (45) days after the execution of this contract, at the expense of DEVELOPER, DEVELOPER shall deliver to UTILITY an opinion of title from a qualified attorney-at-law, or a title report by a Florida title company acceptable to UTILITY, with respect to the DEVELOPER's Property, which opinion or report shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, tenancies or parties in possession and other covenants affecting the DEVELOPER's Property. The provisions of this Section are for the purpose of evidencing DEVELOPER's legal right to grant the exclusive rights of service contained in this Agreement.

3.11 Effect of Reviews, Inspections, Approvals, and Acceptances. The reviews, inspections, approvals and acceptances by the UTILITY of

the Plans and Specifications and construction shall not constitute a waiver of any claims arising from (1) faulty or defective design, (2) faulty or defective construction, (3) unsettled liens and encumbrances, and (4) tort claims.

3.12 Operation and Maintenance of On-Site Facilities. Subject to the DEVELOPER's compliance with Sections 3 and 5 hereof, the UTILITY or its successors shall in writing accept ownership and assume responsibility for the operation and maintenance of those On-Site Facilities transferred to UTILITY pursuant to Subsection 3.6, excluding the Customer Installations. Upon acceptance of ownership and assumption of the responsibility for the operation and maintenance of any such On-Site Facilities by the UTILITY as contemplated in this Agreement, all customers of those On-Site Facilities shall be deemed customers of the UTILITY's System, and the UTILITY shall set and collect all water and wastewater rates, fees, charges and deposits for those On-Site Facilities, without exception, in accordance with its Tariff.

SECTION 4 OFF-SITE FACILITIES. Where applicable, and as required by the approved Plans and Specifications, the DEVELOPER shall construct and install at its sole expense any Off-Site Facilities required to extend Water and Wastewater Service Capacity to the DEVELOPER's Property, in accordance with the Development Plan as updated annually pursuant to Section 3.1. The construction and conveyance of all such Off-Site Facilities shall be governed by the terms and provisions of Section 3 hereof. The UTILITY and DEVELOPER may mutually agree that UTILITY will construct said Off-Site Facilities, and in such event the DEVELOPER shall be responsible for payment of estimated costs for the Off-Site Facilities and the installation of said Off-Site Facilities within thirty (30) days after receipt of written notice from UTILITY as to the estimated amount of said costs. If the actual costs of such facilities and associated installation costs are different from such estimated costs, the DEVELOPER will receive either a refund or an invoice for additional amounts payable from the UTILITY as appropriate. DEVELOPER shall be responsible for payment of any invoice within thirty (30) days of receipt.

#### SECTION 5 EASEMENTS.

5.1 Rights of Ingress and Egress. The easement rights to be granted to UTILITY pursuant to Section 3.7 herein shall include the necessary right of ingress and egress to any part of the DEVELOPER's Property upon which UTILITY is constructing, operating, or maintaining Facilities for such period of time as and to the fullest extent that UTILITY or its successors or assigns require such rights or privileges in

the construction, ownership, maintenance, operation, repair, or expansion of said Facilities.

5.2 Private Property Installations. In the event mains, lines, or facilities are to be installed in lands within or outside the DEVELOPER's Property, in areas outside of streets and public ways, then DEVELOPER or the owner shall grant to UTILITY, without cost to UTILITY, the necessary easement or easements for such private property installation by express grant; provided, all such private property installations shall be made in such manner as not to interfere with the then primary use of such private property as represented by DEVELOPER herein.

5.3 Errors in Line Locations. The UTILITY and DEVELOPER will use due diligence in ascertaining all easement locations; however, should UTILITY or DEVELOPER install any Facilities outside a dedicated easement area, neither UTILITY nor DEVELOPER will be required to move or relocate any such Facilities lying outside a dedicated easement area, or private easement area conveyed by an express grant, so long as the Facilities do not interfere with the then or proposed use of the area in which the Facilities have been installed, and so long as the UTILITY obtains a private easement for such line location, which DEVELOPER will give if same is within its reasonable power to do so. Should the UTILITY be obligated to relocate any such Facility installed by DEVELOPER, then DEVELOPER shall reimburse to the UTILITY, the UTILITY's cost reasonably incurred in connection with such relocation. The UTILITY shall be responsible for the relocation of any such Facility installed by the UTILITY.

5.4 Use of Easement Grants. The UTILITY agrees that all easement grants will be utilized in accordance with the Marion County Land Development Code and the established and generally accepted practices of the water and wastewater industry with respect to the installation of all such Facilities in any of the easement areas to serve the DEVELOPER's Property and the property of others in accordance with the Master Plan; and that DEVELOPER or DEVELOPER's successors or assigns in granting any easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easements to other persons, firms, or corporations to provide to the Property any utility services other than water and wastewater service.



SECTION 6 RATES, FEES, AND CHARGES. As a condition to the provision of Water and Wastewater Service Capacity, the DEVELOPER agrees to pay certain rates, fees and charges as Contributions-in-Aid-of-Construction hereinafter set forth in this Section 6, and as more specifically described in Exhibit "E" attached hereto and made a part hereof by this reference. All rates, fees and charges as set forth herein are due from DEVELOPER to UTILITY upon connection of the Customer Installation on each lot or tract to the UTILITY's System.

6.1 Service Availability Charges.

(1) To induce the UTILITY to provide Water Treatment and Production Facilities and Wastewater Treatment and Disposal Facilities to DEVELOPER for use on the DEVELOPER's Property, the DEVELOPER agrees to pay the UTILITY the current, tariffed Plant Capacity Charges in the amount of \$900 and \$1,175 per ERC or EDU for water and wastewater capacity, respectively. UTILITY agrees that, until June 1, 2003, UTILITY shall not increase any of the water or waste water connection fees above the amounts referenced in this Section 6.1. After June 1, 2003, UTILITY agrees that any increases in connection fees shall not exceed an aggregate increase of twenty percent (20%) per three year period thereafter.

(2) Additionally, if in the future the FPSC approves additional fees, rates or charges, the DEVELOPER agrees to pay the UTILITY the approved charges. The number of ERCs of Water and Wastewater Service Capacity attributable to each Customer Installation shall be determined in accordance with the UTILITY's rules and regulations, the UTILITY's tariff on file with the FPSC and the applicable FPSC regulations.

(3) The DEVELOPER shall be required to pay the applicable charge (as set by UTILITY from time to time) for water meters and meter installations of sufficient capacity for all single-family residential, multi-family, mobile home, commercial installation or any other connection requiring a measuring device. Notwithstanding the foregoing, UTILITY agrees that the water meter and meter installation charges for single family residential customers shall be no more than \$75 per meter until June 1, 2003. A current schedule of meter charges has been attached to and incorporated in this Agreement as Exhibit "E."

6.2 Rates and Charges. In accordance with Rule 25-9.044, Florida Administrative Code, UTILITY shall adopt, use, ratify and make its own the rates, classifications and regulations of STEELPECHASE on file with the FPSC and effective as of the date of this Agreement. UTILITY agrees that, until June 1, 2003, UTILITY shall not increase rates in any manner for any customer located in the territory served by STEEPLECHASE prior to the date of this Agreement or for any customer in any territory added to STEELPECHASE's existing territory pursuant to this Agreement (Exhibit "F"). Notwithstanding the foregoing, UTILITY has the right to file for pass through and indexing as provided for by the FPSC and the Florida Statutes to be capped at a two percent (2%) increase in rates per year. Furthermore, UTILITY shall have the right to petition the FPSC for an inverted rate structure as contemplated by a consumptive use permit issued by the Department of Environmental Protection. After June 1, 2003, the UTILITY may establish, amend, or revise, from time to time in the future, and enforce rules and regulations covering Water and Wastewater Service Capacity to the Developer's Property. Such rules and regulations so established by the UTILITY shall at all times be reasonable and subject to such regulation as may be applicable. Any future lower or increased rate, rate schedules, capacity charges or other fees and charges, and rules and regulations established, amended or revised and enforced by the UTILITY from time to time in the future, shall be binding upon DEVELOPER, upon any person or other entity holding by, through or under DEVELOPER, and upon any user or customer of the Water and Wastewater Service Capacity provided to the Developer's Property.

6.3 General Rate Provisions.

(1) Payment of the sums set forth in this Section 6 does not and will not result in the UTILITY waiving any of its rates, fees, charges, rate schedules, or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The UTILITY shall not be obligated to refund to DEVELOPER any portion of such sums for any reason whatsoever, except as specifically provided herein. In the event that the UTILITY fails to provide Water and Wastewater Service Capacity as provided for herein, the UTILITY shall not be obligated to pay any interest or rate of interest upon such sums. In the event the UTILITY fails to provide Water and Wastewater Service Capacity as provided for

above, DEVELOPER shall be entitled to a refund of all moneys paid hereunder in which event the parties shall be released from any and all liability or obligation to the other arising hereunder or, in lieu thereof, the DEVELOPER shall have the right to pursue any other remedies, if any, available to it.

(2) Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim, or interest in and to the contributions or to any of the water and wastewater facilities and properties of the UTILITY, and all prohibitions applicable to DEVELOPER with respect to no refund of any such charges or contributions, no interest payment on said charges or contributions and otherwise, are applicable to all persons or entities, except for that which may be provided in this Section.

(3) Any user or customer of Water and Wastewater Service Capacity shall not be entitled to offset any bill or bills rendered by the UTILITY for such service or services against the contributions or charges. DEVELOPER shall not be entitled to offset the contributions or charges against any claim or claims of the UTILITY.

## SECTION 7 ALLOCATION AND PROVISION OF WATER AND WASTEWATER SERVICE CAPACITY.

7.1 Allocation. Subject to the DEVELOPER's compliance with the terms and conditions of this Agreement, the UTILITY hereby agrees to provide additional water and wastewater capacity as requested by the DEVELOPER and in accordance with applicable governmental, such as FDEP, FDOH, etc., regulations. During the term of this Agreement, UTILITY agrees, within thirty (30) days of a written request from the DEVELOPER, to provide additional written assurances to DEVELOPER of sufficient capacity to supply Water and Wastewater service to the DEVELOPER's Property in order to assist DEVELOPER in making necessary and appropriate real estate filings with relevant regulatory agencies and other governmental bodies. DEVELOPER and UTILITY hereby agree to meet from time to time, but no less than annually as stipulated in Section 3.1, to discuss current construction activity

to assist in the coordination of efficient and timely delivery of infrastructure on the DEVELOPER's Property.

7.2 Provision of Water and Wastewater Service Capacity. Upon the completed conveyance of On-Site Facilities to the UTILITY, payment of applicable rates, fees and charges, and the physical connection of a given Customer Installation to the UTILITY's System, the UTILITY agrees to continuously provide Water and Wastewater Service Capacity to said Customer Installation in accordance with the terms and conditions of this Agreement, its Tariff, and applicable requirements of the FPSC and FDEP. Notwithstanding the above, the UTILITY does not guarantee or warrant any special service, pressure, quality, or other facility other than what is required to fulfill a duty of reasonable care to the customers to whom it provides such Water and Wastewater Service Capacity.

7.3 Prior Approvals. Notwithstanding anything to the contrary contained in this Agreement, the parties recognize that the parties may be required to obtain approvals from various governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operations of the Water Treatment and Production Facilities, Wastewater Treatment and Disposal Facilities and Water and Wastewater Facilities, before it can render service to the DEVELOPER's Property. The parties will diligently and earnestly make the necessary and proper applications to all governmental authorities, and will pursue the same to the end that it will use its best efforts to obtain such approvals. Applications for the approval of Plans and Specifications for those said Facilities to be constructed by the DEVELOPER shall be forwarded by DEVELOPER's engineers to the applicable governmental agencies subsequent to the UTILITY's approval of such Plans and Specifications. This Agreement shall be filed with, and approved by, the FPSC as described in Section 26 herein.

## SECTION 8 CUSTOMER INSTALLATIONS.

8.1 Notice of Initial Connection to UTILITY's System. The DEVELOPER shall give the UTILITY written notice that DEVELOPER is connecting the On-Site Facilities to the UTILITY's System not less than ten (10) business days prior to said connection(s) so that the UTILITY may inspect said connection(s); provided, however, that if the date of inspection occurs on a Saturday, Sunday, or legal holiday, the UTILITY may postpone its inspection until the next occurring day which is not a Saturday, Sunday, or legal holiday. If

DEVELOPER fails to give said written notice, the UTILITY may require DEVELOPER to uncover and expose said connection for inspection, at the sole cost of DEVELOPER or the UTILITY may disconnect any DEVELOPER installations from the UTILITY's system at the DEVELOPER's expense.

8.2 Connection of Individual Customer Installations. Although the responsibility for connecting the installation to the UTILITY at the Point of Delivery is that of the DEVELOPER or entity other than UTILITY, with reference to such connections, the parties agree as follows:

(1) Only brass, PVC, or other such materials as UTILITY may reasonably approve in writing shall be used for said connections;

(2) Except as otherwise provided in Subsection (4) below, all Customer Installation connections must be inspected by UTILITY before backfilling and covering of any pipes;

(3) Notice to UTILITY requesting an inspection of a Customer Installation connection may be given by the plumber or DEVELOPER, and UTILITY will make a good effort to inspect said Customer Installation within seventy-two (72) hours of said notice, or on the next occurring day which is not a Saturday, Sunday or legal holiday;

(4) If UTILITY fails to inspect the Customer Installation connection within seventy-two (72) hours after such inspection is due to occur as provided hereabove, the DEVELOPER or owner may backfill or cover the pipes without UTILITY's approval; provided, however, the DEVELOPER shall remain liable for any claims arising from (a) faulty or defective design, (b) faulty or defective construction, and (c) tort claims associated with said pipes and backfilling.

(5) If the DEVELOPER does not comply with the foregoing inspection provisions, UTILITY may refuse service to a connection that has not been inspected until DEVELOPER complies with these provisions or may disconnect any DEVELOPER installation that has improperly been connected to the UTILITY's system at DEVELOPER's expense; and

(6) The cost of constructing, operating, repairing, or maintaining the Customer Installations shall be that of DEVELOPER or others and not UTILITY.

8.3 Application for Service. The DEVELOPER, its successors, or the occupant(s) of the DEVELOPER's Property, shall make written application to the UTILITY for the opening of an account(s) for service. Said application is to be made only after the payment of all System Capacity Charges and other capital contributions as required in Section 6 hereof. At the time of making said application for service, the applicant shall pay all service charges as set forth in the Tariff filed with the FPSC. Within ten (10) business days after DEVELOPER's receipt of all applicable permits for construction of all or any portion of the Improvements, the DEVELOPER shall send a true copy of any such permits to the UTILITY.

SECTION 9 INCORPORATION OF LAWS, RULES, AND POLICIES. This Agreement shall be read in conjunction with and be subject to all existing and future federal, state, and local laws, rules and policies applicable to water and wastewater utilities in any manner or form, and all existing and future UTILITY rules, policies, and Tariff provisions.

SECTION 10 COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it will not engage in the business of providing Water and Wastewater Service Capacity to the DEVELOPER's Property during the period of time the UTILITY, its successors and assigns, provide Water and Wastewater Service Capacity to the DEVELOPER's Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the UTILITY shall have the sole and exclusive right and privilege to provide Water and Wastewater Service Capacity to the DEVELOPER's Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 11 DISCLAIMERS; LIMITATIONS ON LIABILITY.

11.1 STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

11.2 INDEMNITY. EACH PARTY SHALL INDEMNIFY THE OTHER PARTY, ITS RESPECTIVE AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY,

DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND FEES, INCLUDING ATTORNEY'S FEES, FOR INJURY (INCLUDING DEATH) TO PERSONS OR DAMAGE TO PROPERTY OR PROPERTY RIGHTS THAT MAY ARRIVE FROM OR BE RELATED TO ACTS, ERRORS, OR OMISSIONS OF THE INDEMNIFYING PARTY, ITS AGENTS, EMPLOYEES, SERVANTS, LICENSEES, INVITEES, OR CONTRACTORS OR BY ANY PERSON UNDER THE CONTROL OR DIRECTION OF SUCH PARTY, OR BY SUCH PARTY'S USE OF THE UTILITY'S SYSTEM, AND EACH PARTY SHALL INDEMNIFY THE OTHER PARTY AS AFORESAID FROM ALL LIABILITY, CLAIMS AND ALL OTHER ITEMS ABOVE MENTIONED, ARISING OR GROWING OUT OF OR CONNECTED WITH ANY DEFAULT, BREACH, VIOLATION OR NONPERFORMANCE BY THE INDEMNIFYING PARTY OF ANY COVENANT, CONDITION, AGREEMENT OR PROVISION CONTAINED IN THIS AGREEMENT CONCERNING ALL OR ANY PART OF THE UTILITY'S SYSTEM.

11.3 FORCE MAJEURE. NEITHER PARTY SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY BY REASON OF THE FAILURE OR INABILITY OF SUCH PARTY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY (OR ANY INJURY TO THE OTHER PARTY OR BY THOSE CLAIMING BY OR THROUGH THE OTHER PARTY, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR BLOCKAGES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM

OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF SUCH PARTY AND WHICH BY EXERCISE OF DUE DILIGENCE SUCH PARTY IS UNABLE TO AVOID OR OVERCOME.

11.4 DISCLAIMER OF THIRD PARTY BENEFICIARIES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR AN AUTHORIZED SUCCESSOR OR ASSIGNEE THEREOF.

11.5 DISCLAIMER OF SECURITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE UTILITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE UTILITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE UTILITY IN THE CONNECTION WITH THE UTILITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE UTILITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY STOCKS, BONDS, OR NOTES OF THE UTILITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 12 TERMINATION AND OTHER REMEDIES. The UTILITY shall have the right, for any length of time, to terminate this Agreement, refuse to provide or terminate Water and Wastewater Service Capacity to the DEVELOPER or any structure on the DEVELOPER's Property in the event the DEVELOPER, or its successors and assigns fail to comply with any of the terms and conditions of the Agreement concerning all or any part of the UTILITY's System, UTILITY rules or policies, or any other general or special law or



revisions thereof at any time (as may be determined by the UTILITY). Nothing contained in this Agreement shall be construed to prohibit the UTILITY from exercising or utilizing any other appropriate remedies for the enforcement of the terms and conditions of this Agreement by whatever means are provided by law or equity, including but not limited to the right of specific performance. The exercise of UTILITY's termination or refusal rights hereunder shall, however, be subject to the UTILITY's and the FPSC's rules and regulations.

SECTION 13 NOTICE, PROPER FORM. Any notices required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or commercial courier service (*i.e.* Federal Express) addressed to a party at the address set forth under the party's name below, or at such other address as the party shall have specified by written notice to the other parties delivered in accordance herewith:

UTILITY: John L. Tillman, Jr.  
Senior Vice President, Business Development  
Florida Water Services Corporation  
1000 Color Place  
Apopka, Florida 32703

with copy to: Fred Leonhardt, Esq., General Counsel  
Florida Water Services, Inc.  
1000 Color Place  
Apopka, Florida 32703

DEVELOPER: L. Hall Robertson, Jr., President  
Stonecrest of Marion County, Ltd.  
11053 S.E. 174<sup>th</sup> Loop  
Summerfield, Florida 34491

with copy to: John P. McKeever, Esq.  
500 N.E. 8<sup>th</sup> Avenue  
Ocala, Florida 34470

SECTION 14 NOTICES; DEFAULT. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party (i) thirty (30) days from the date of its receipt of such notice within which to cure any such defaults not related to the payment of money, or to commence and thereafter diligently pursue to completion good faith efforts to effect such cure and to thereafter notify the other party of

the actual cure of any such defaults, or (ii) ten (10) days from the date of its receipt of such notice within which to cure any such defaults related to the payment of money.

## SECTION 15 ASSIGNMENTS.

15.1 Assignments by DEVELOPER. Except as expressly provided herein, the DEVELOPER agrees not to assign or transfer all or any portion of this Agreement. The allocation of Water and Wastewater Service Capacity granted to DEVELOPER may be assigned, transferred, leased, encumbered or disposed of if and only if:

- (1) The DEVELOPER has obtained the prior written consent of the UTILITY to such an assignment, sale or disposition;
- (2) The assignment is in direct connection with a bona fide sale of the DEVELOPER's Property or a portion thereof to which the Water and Wastewater Capacity reserve relates, and the UTILITY is notified in writing of such assignment; and
- (3) The assignee pays all of the UTILITY's legal and administrative costs incurred in connection with such assignment and assumes all of the duties and obligations of the assignor under this Agreement.

In no instance shall any sale or assignment of Water and Wastewater Service Capacity reserved be made by DEVELOPER for a consideration which is more than that amount actually paid by DEVELOPER to reserve the Capacity, less any reimbursements. In all instances, the DEVELOPER and any assignee shall provide to the UTILITY, at the UTILITY's request, copies of all documents and such other information pertaining to or affecting such transfer as the UTILITY shall reasonably request.

15.2 Maintenance of Water and Wastewater Service Capacity. The UTILITY shall have the right to allocate its remaining unused Water and Wastewater Service Capacity not allocated pursuant to this Agreement to other users as it determines to be in the public interest. The UTILITY may allocate Water and Wastewater Service Capacity in the Water and Wastewater Facilities to other users as it determines to be in the public interest and shall not be deemed in default of this Agreement so long as the UTILITY determines that it can provide Water and Wastewater Service Capacity to the DEVELOPER in the amount demanded by it no

later than ninety (90) days after receipt of written demand from the DEVELOPER, or upon such later date as may be agreed to by the parties in writing.

15.3 Assignments by UTILITY. The UTILITY shall have the right to assign or transfer this Agreement or the rights and responsibilities contained herein to any properly authorized commission, authority, corporation, or other public or private person, firm, or entity without consent of the DEVELOPER.

15.4 Notice of Transfer of DEVELOPER's Property. The DEVELOPER agrees to provide proper written notice to the UTILITY of the actual date of the legal transfer of Water and Wastewater Service Capacity from DEVELOPER to any third party. The DEVELOPER shall remain responsible for all costs and expenses, including utility bills, which arise as a result of DEVELOPER's failure to notify or improper notification to the UTILITY.

15.5 Binding Agreement on Successors. This Agreement shall be binding upon and shall inure to the benefit of the DEVELOPER, the UTILITY and their respective successors and assigns.

SECTION 16 RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Marion County, Florida at the expense of the DEVELOPER.

SECTION 17 CERTIFICATE AMENDMENT. The parties hereto agree that, in the event that the DEVELOPER's Property lies outside of UTILITY's certificated area, DEVELOPER shall pay the UTILITY's Certificate Amendment Application Filing Fee.

SECTION 18 APPLICABLE LAW & VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action involving this Agreement shall be in Marion County, Florida.

SECTION 19 SURVIVAL OF COVENANTS. Except as otherwise provided herein, the rights, privileges, obligations, and covenants of the DEVELOPER and the UTILITY shall survive the completion of the work of the DEVELOPER with respect to any phase and to the DEVELOPER's Property as a whole.

SECTION 20 SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other

parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 21 RECOVERY OF COSTS AND FEES. In the event the UTILITY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, whether incurred prior to, during, or subsequent to such court proceedings or on appeal.

SECTION 22 AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

DEVELOPER shall provide UTILITY with a notarized Affidavit of Partnership, in form acceptable to UTILITY, setting forth the names of all partners of the partnership, and attesting that the person executing this Agreement has the authority to do so on behalf of the DEVELOPER.

SECTION 23 TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 24 ENTIRE AGREEMENT. This instrument and its exhibits constitute the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement.

SECTION 25 AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

SECTION 26 CONDITION PRECEDENT TO EFFECTIVENESS OF THIS AGREEMENT. The parties hereto recognize that the FPSC's rules (specifically Fla. Admin. Code Rule 25-30.550) require that a copy of this Agreement be filed with the FPSC within thirty (30) days after the date of execution hereof. This Agreement shall be deemed effective upon filing with the FPSC. However, in the event that the FPSC disapproves this Agreement subsequent to its filing with the FPSC, this Agreement shall be null and void and of no further force and effect, in which event, any monies paid to UTILITY pursuant to Subsection 6.1 shall be refunded to the DEVELOPER.

SECTION 27 CONFLICTS. The parties hereto acknowledge that, to the extent that there is a conflict between the provisions of this Agreement and the terms of the Purchase and Sale

Agreement or the Reclaimed Water Agreement executed of even date herewith, the terms of the Purchase and Sale Agreement shall control.

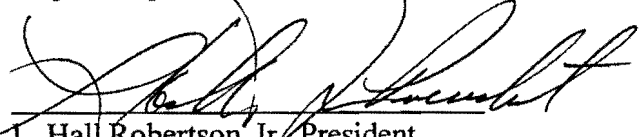
IN WITNESS WHEREOF, the DEVELOPER and the UTILITY have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement the day and year first above written.


Signed, sealed and delivered in presence of:

DEVELOPER:

**STONECREST OF MARION COUNTY, LTD.**, a Florida limited partnership

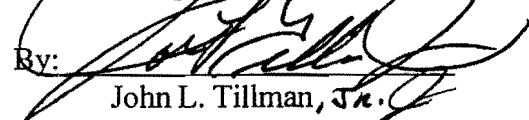
By: Stonecrest Management, Inc.  
a Florida corporation,  
its general partner


By:   
L. Hall Robertson, Jr., President

  
Witness (1):  
David M. Owen, Jr.  
Print Name:  
W. J. Costello  
Witness (2):  
W. J. Costello  
Print Name:

UTILITY:

**FLORIDA WATER SERVICES CORPORATION**,  
a Florida corporation

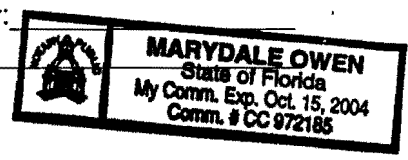
By:   
John L. Tillman, Jr.  
Senior Vice President,  
Business Development

  
Witness (1):  
David M. Owen, Jr.  
Print Name:  
W. J. Costello  
Witness (2):  
W. J. Costello  
Print Name:

State of Florida  
County of Marion

The foregoing was acknowledged before me this 29 day of December, 2000 by L. HALL ROBERTSON, JR. as President of Stonecrest Management, Inc., a Florida corporation, the general partner of Stonecrest of Marion County, Ltd., a Florida limited partnership, on behalf of the partnership He is personally known to me or has produced \_\_\_\_\_ (type of identification, with ID number and expiration date) as identification.

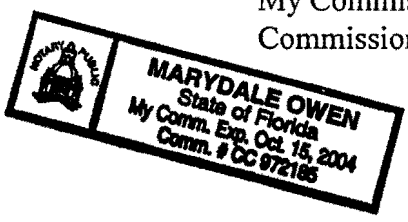
Signed: Mary Dale Owen  
Print Name: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



State of Florida  
County of Orange

The foregoing was acknowledged before me this 29 day of December, 2000 by John L. Tillman as *Senior Vice President*, Business Development of FLORIDA WATER SERVICES CORPORATION, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Driver's license (type of identification, with ID number and expiration date) as identification.

Signed: Mary Dale Owen  
Print Name: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



**EXHIBIT A  
TO  
WATER AND WASTEWATER SERVICE AGREEMENT**

**LEGAL DESCRIPTION AND GRAPHIC DEPICTION OF PROPERTY**

The South 1650.00 feet of the West 660.00 feet of Section 25, Township 17 South, Range 23 East; and the South 1683.00 feet of the East 412.50 feet of Section 26, Township 17 South, Range 23 East; and the East  $\frac{1}{2}$  of Section 35, Township 17 South, Range 23 East, less that portion lying South and West of U.S. Highways 27 and 441 in Marion County; and all of Section 36, Township 17 South, Range 23 East, less the East 880.00 feet of the North 1980.00 feet of the Northwest  $\frac{1}{4}$ , and less the East 264.00 feet of the North 594.00 feet of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , and less all of that portion lying South and West of U.S. Highways 27 and 441 in Marion County; and the South  $\frac{3}{4}$  of the Southwest  $\frac{1}{4}$  and the West  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 17 South, Range 23 East, all lying and being in Marion County, Florida, containing 832.508 Acres, more or less.

[Graphic Depiction attached consisting of 1 page]

EXHIBIT "A"

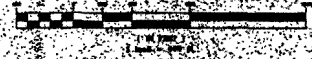
LEGEND

|        |                            |
|--------|----------------------------|
| AC     | ACRES                      |
| ▲      | POINT OF BEGINNING         |
| P.O.B. | ACCUSED BOUNDARIES         |
| P.S.   | RECORDED LAND SURVEYOR     |
| G.C.   | GOLF COURSE                |
| RR     | RAILROAD                   |
| DL     | DEVELOPED LAND             |
| UL     | UNDERSHOWN LAND            |
| EL     | ELECTRIC LINE              |
| W      | WATER                      |
| W.L.   | WATER LINE                 |
| W.W.   | WASTEWATER TREATMENT PLANT |
| W.T.   | WELL SITE                  |
| R      | RECREATION CENTER          |
| F.A.   | FAIRWAY                    |
| SC     | SEWER CURB                 |
| CC     | CIVIL CONSTRUCTION         |
| □      | FOUR CORNER MONUMENT       |

ACREAGE TABLE

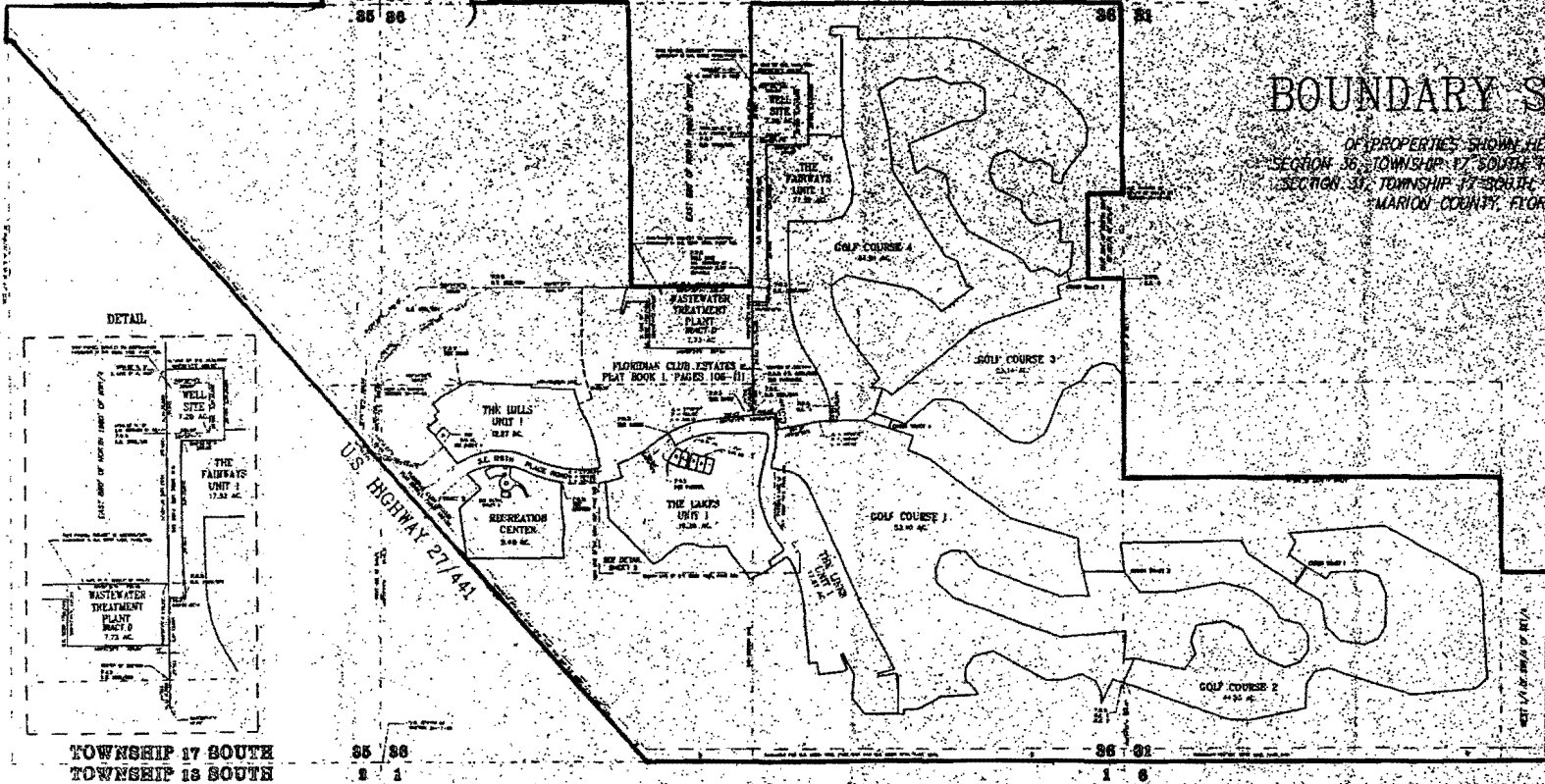
|                            |        |
|----------------------------|--------|
| WELL SITE                  | 7.20   |
| WASTEWATER TREATMENT PLANT | 7.25   |
| THE HILLS                  | 12.87  |
| THE LAKES                  | 19.26  |
| THE FAIRWAYS               | 17.87  |
| RECREATION CENTER          | 9.48   |
| G.C. 1                     | 53.10  |
| G.C. 2                     | 44.65  |
| G.C. 3                     | 23.34  |
| G.C. 4                     | 54.91  |
| TOTAL                      | 287.03 |

GRAPHIC SCALE

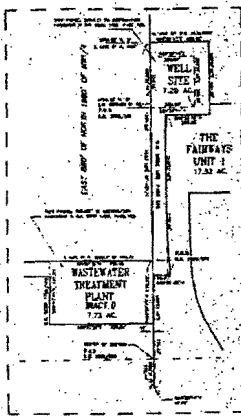


BOUNDARY SURVEY

OF PROPERTIES SHOWN HEREON IN SECTION 36, TOWNSHIP 17 SOUTH, RANGE 23 EAST & SECTION 37, TOWNSHIP 17 SOUTH, RANGE 24 EAST, MARICOUNTY, FLORIDA.



DETAIL



TOWNSHIP 17 SOUTH  
TOWNSHIP 18 SOUTH

SPECIAL NOTES

- FOR COMPLETE BOUNDARY DATA, SHEETS 4 AND 5 SHOULD BE USED IN CONJUNCTION WITH EACH OTHER.
- WITH SHEET 1 PROVIDING REFERENCES TO POINT OF BEGINNING AND SHEET 3 SHOWING BOUNDARY REPRESENTATION.
- GOLF COURSES 1 THRU 4 WERE NOT FIELD SURVEYED IN ACCORDANCE WITH CLIENT'S INSTRUCTIONS. CONTOURINGS ARE BASED UPON AERIAL PHOTOGRAPHS.
- RECORD COPY OF THIS SURVEY IS TO BE FILED WITH THE MARICOUNTY CLERK OF COURTS.

GENERAL NOTES

- REPRESENTATIONS OF THIS SECTION ARE FOR FIELD USE ONLY AND DO NOT CONSTITUTE A WARRANTY OF TITLE.
- CONTOURINGS ARE BASED ON DATA PROVIDED BY THE CLIENT.
- THESE ARE NOT INTENDED TO CONSTITUTE A WARRANTY OF TITLE OR A GUARANTEE OF ACCURACY.
- UNDERSTANDING APPROVED AND LEGALLY BOUND UPON RECEIPT OF THE SAME BY THE CLIENT.
- PROPERTY BOUNDARIES SHOWN ARE BY STATE OF FLORIDA ACCORDING TO THE PUBLIC SURVEY ACT.
- NO CLAIMS ARE MADE FOR ANY OTHER INTERESTS.

SHEET 1 OF 4

| DATE     | BY     | REVISIONS                   |
|----------|--------|-----------------------------|
| 10/21/88 | J.M.S. | 1. ISSUE FOR PUBLIC RECORDS |
| 10/21/88 | J.M.S. | 2. CORRECTED DRAWING        |
| 10/21/88 | J.M.S. | 3. CORRECTED DRAWING        |
| 10/21/88 | J.M.S. | 4. CORRECTED DRAWING        |





**EXHIBIT B  
TO  
WATER AND WASTEWATER SERVICE AGREEMENT**

**DEVELOPMENT PLAN**

GENERAL DESCRIPTION:

Development of on-site and off-site Water / Wastewater or Water and Wastewater infrastructure to be a i.e: # unit single family lots / subdivision/ comdominium...

[See attached consisting of 3 pages]

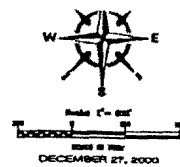
TABLE 12-1 LAND USES BY PHASE

| KEY                      | Land Use                        | Phase IA<br>(1991-12/15/2000)    |       | Phase IB<br>(1991-12/15/2000)         |       | Phase II<br>(12/16/2000-12/15/2004) |       | Phase III<br>(12/16/2004-12/15/2008) |       | Totals                                |          |
|--------------------------|---------------------------------|----------------------------------|-------|---------------------------------------|-------|-------------------------------------|-------|--------------------------------------|-------|---------------------------------------|----------|
|                          |                                 | Units/SF                         | Acres | Units/SF                              | Acres | Units/SF                            | Acres | Units/SF                             | Acres |                                       |          |
| <b>RESIDENTIAL USES:</b> |                                 |                                  |       |                                       |       |                                     |       |                                      |       |                                       |          |
|                          |                                 | units                            | acres | units                                 | acres | units                               | acres | units                                | acres | units                                 | acres    |
| SFR                      | Single-Family Residential*      | 1,250 DU                         | 258.5 | 0                                     | 0.0   | 1,000 DU                            | 207.0 | 250 DU                               | 52.4  | 2,500 DU                              | 517.9    |
|                          | Life Care Services/<br>ACLF     | 201 Bed                          | 11.2  | 0                                     | 0.0   | 113 Bed                             | 6.3   | 135 Bed                              | 7.5   | 449 Bed                               | 25.0     |
|                          | Skilled Nursing                 | 0                                | 0.0   | 0                                     | 0.0   | 150 Bed                             | 0.0   | 0                                    | 0.0   | 150 Bed                               | 0.0      |
| <b>OTHER USES:</b>       |                                 |                                  |       |                                       |       |                                     |       |                                      |       |                                       |          |
| RC/PO                    | Professional Office**           | 68,400 sf                        | 7.6   | 0 sf                                  | 0.0   | 94,090 sf                           | 8.0   | 54,102 sf                            | 4.6   | 216,591 sf                            | 20.2     |
|                          | Retail Commercial**             | 5,000 sf<br>25<br>parking spaces | 1.7   | 56,700 sf<br>284<br>parking spaces    | 6.3   | 50,573 sf<br>253<br>parking spaces  | 4.3   | 190,532 sf<br>953<br>parking spaces  | 16.2  | 302,805 sf<br>1,514<br>parking spaces | 28.5     |
| SC                       | Shopping Center<br>(Retail Use) | 0<br>0<br>parking spaces         | 0.0   | 220,000 sf<br>1,100<br>parking spaces | 24.7  | 0<br>0<br>parking spaces            | 0.0   | 0<br>0<br>parking spaces             | 0.0   | 220,000 sf<br>1,100<br>parking spaces | 24.7     |
| R/OS                     | Recreation/<br>Open Space       |                                  | 189.0 |                                       | 1.5   |                                     | 5.7   |                                      | 4.0   |                                       | 200.2    |
| S/U                      | Service/Utilities               |                                  | 16.0  |                                       | 0.0   |                                     | 0.0   |                                      | 0.0   |                                       | 16.0     |
| Total:                   |                                 |                                  | 484.0 |                                       | 32.5  |                                     | 231.3 |                                      | 84.7  |                                       | 832.5*** |

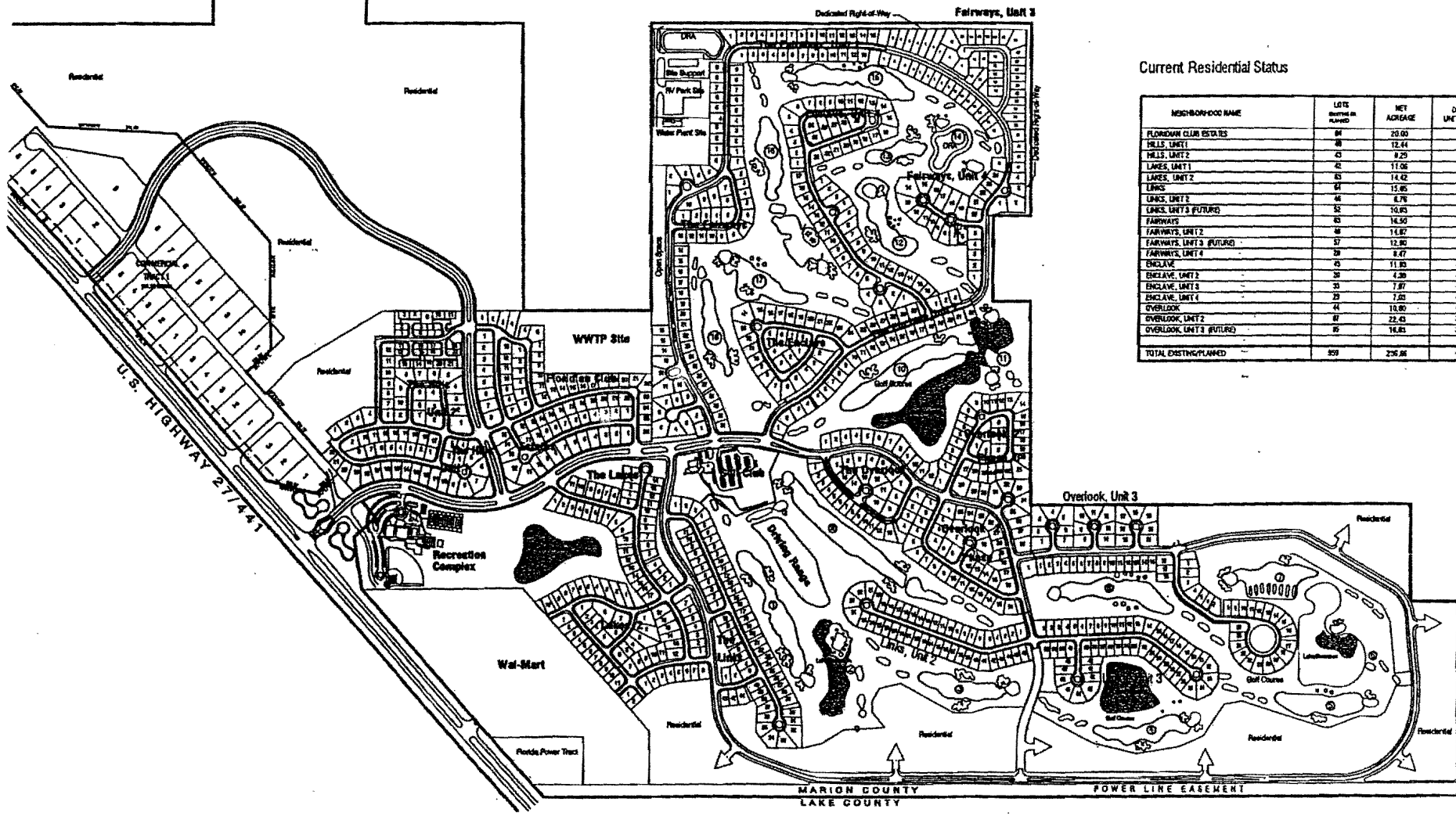
- \* Single-Family Residential units shall be a mix of detached homes on lots and attached villa units.
- \*\* Square footages represent Gross Floor Area calculated at 27% building coverage of total acreage.
- \*\*\* Includes 498.9 acres of non-impervious surface open space.



# STONECREST MASTER PLAN



**PERKINS  
+ WILLY** ENGINEERS  
SURVEYORS  
PLANNERS  
300 North Broken Avenue • Tallahassee, Florida 32311 • (904) 343-8401



Current Residential Status

| NEIGHBORHOOD NAME         | LOTS<br>shown in<br>shaded | NET<br>ACREAGE | DENSITY<br>UNITS/ACRE |
|---------------------------|----------------------------|----------------|-----------------------|
| FLORENCE CLUB ESTATES     | 84                         | 25.00          | 4.20                  |
| HILLS, UNIT 1             | 38                         | 12.44          | 3.05                  |
| HILLS, UNIT 2             | 43                         | 9.25           | 4.63                  |
| LAKE, UNIT 1              | 42                         | 11.06          | 3.80                  |
| LAKE, UNIT 2              | 63                         | 14.42          | 4.37                  |
| LINKS                     | 61                         | 15.85          | 4.09                  |
| LINKS, UNIT 1             | 46                         | 8.76           | 5.25                  |
| LINKS, UNIT 3 (FUTURE)    | 52                         | 10.93          | 4.76                  |
| FAIRWAYS                  | 63                         | 14.50          | 4.34                  |
| FAIRWAYS, UNIT 2          | 46                         | 11.82          | 3.92                  |
| FAIRWAYS, UNIT 3 (FUTURE) | 57                         | 12.80          | 4.42                  |
| FAIRWAYS, UNIT 4          | 39                         | 8.47           | 4.61                  |
| ENCLAVE                   | 43                         | 11.83          | 3.63                  |
| ENCLAVE, UNIT 1           | 30                         | 4.28           | 7.02                  |
| ENCLAVE, UNIT 3           | 33                         | 7.97           | 4.14                  |
| ENCLAVE, UNIT 4           | 23                         | 7.33           | 3.13                  |
| OVERLOOK                  | 41                         | 10.80          | 3.80                  |
| OVERLOOK, UNIT 2          | 67                         | 22.43          | 3.00                  |
| OVERLOOK, UNIT 3 (FUTURE) | 15                         | 16.83          | 0.90                  |
| TOTAL EXISTING/PLANNED    | 859                        | 236.86         | 4.05                  |

**EXHIBIT**  
B-2

# MASTER DEVELOPMENT PLAN

## LAND USE LEGEND

- SFR SINGLE-FAMILY RESIDENTIAL
- LCS LIFE CARE SERVICES
- RC/PO RETAIL COMMERCIAL/PROFESSIONAL OFFICE
- SC SHOPPING CENTER
- R/OS RECREATION/OPEN SPACE
- S/U SERVICE/UTILITIES

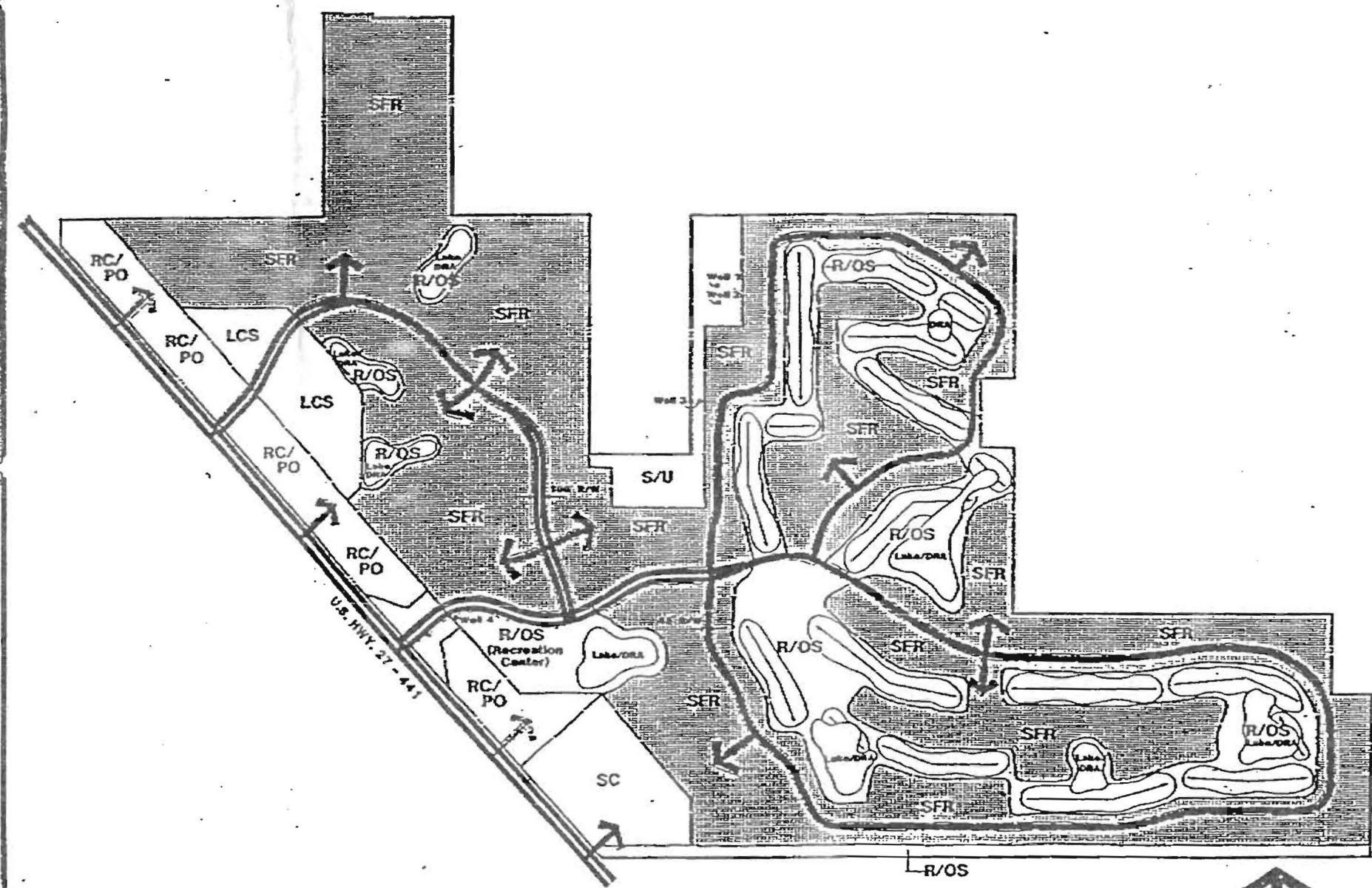
• WELLS

Note: See Table 12-1 for Phasing Schedule.

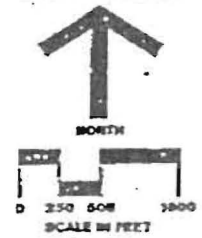
\*Total square footages or total acreages of either Retail Commercial or Professional Office uses shall not exceed those shown for each designation on Table 12-1.

**MPA**  
 MICHAEL PAVIA ASSOCIATES, P.A.  
 LANDSCAPE ARCHITECTS & PLANNING CONSULTANTS  
 2342 SOUTHSHORE LITER STREET • DEERFIELD BEACH, FLORIDA 33442

|             |          |          |
|-------------|----------|----------|
| DATE: 12/09 | MAP NO.  | PAGE NO. |
| REV.: 1/11  | <b>H</b> | 11-B     |



**EXHIBIT**  
 B-3



## FLORIDIAN CLUB ESTATES

DEVELOPER: LUXURIOUS LIVING FOR THE ACTIVE RETIREE JOINT VENTURE

BOYD GREEN & SH TEL: 904-242-3090

**EXHIBIT C  
TO  
WATER AND WASTEWATER AGREEMENT**

**Water and Wastewater Service Application**

NONE.

**EXHIBIT D**  
**TO**  
**WATER AND WASTEWATER SERVICE AGREEMENT**  
  
**SUBORDINATION OF INTERESTS**

The undersigned, as an inducement to FLORIDA WATER SERVICES CORPORATION to provide water and wastewater service to the land described in Exhibit "A" attached hereto and made a part hereof, does hereby join in the execution of the attached \_\_\_\_\_ Easement for the purpose of subordinating the interests of the undersigned, in and to that real property more particularly described in Exhibit "A" to the easements granted or to be granted to UTILITY, the facilities and water lines dedicated or to be dedicated to UTILITY, and rights of UTILITY as described in the attached \_\_\_\_\_ Easement.

(NAME OF OTHER ENTITY HAVING INTEREST IN PROPERTY, I.E. MORTGAGEE)

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Seal if applicable)

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of the  
\_\_\_\_\_. He/She is personally known to me or has produced  
\_\_\_\_\_ (type of identification with ID number and  
expiration date) as identification.

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT E  
TO  
WATER AND WASTEWATER SERVICE AGREEMENT**

**STONECREST COMMUNITY**

**SCHEDULE OF CAPACITY CHARGES, METER FEES,  
AND OTHER APPLICABLE RATES**

**CHARGES TO DEVELOPER**

|                                                   |            |
|---------------------------------------------------|------------|
| Water System Capacity Charges <sup>1</sup> :      | \$900.00   |
| Wastewater System Capacity Charges <sup>1</sup> : | \$1,175.00 |

**METER INSTALLATION FEES**

|                     |             |
|---------------------|-------------|
| 5/8" X 3/4" Meter:  | \$ 75.00    |
| 1" Meter and above: | Actual Cost |

**CHARGES TO INDIVIDUAL CUSTOMERS OF  
WATER AND WASTEWATER CAPACITY**

The individual customers of water and wastewater capacity will be responsible for payment of the rates and charges approved by the Florida Public Service Commission that are effective upon connection.

<sup>1</sup> Reflects fees per ERC.

## EXHIBIT F

### Existing Steeplechase Territory Description

The South 1650.00 feet of the West 660.00 feet of Section 25, Township 17 South, Range 23 East; and the South 1683.00 feet of the East 412.50 feet of Section 26, Township 17 South, Range 23 East; and the East  $\frac{1}{2}$  of Section 35, Township 17 South, Range 23 East, less that portion lying South and West of U.S. Highways 27 and 441 in Marion County; and all of Section 36, Township 17 South, Range 23 East, less the East 880.00 feet of the North 1980.00 feet of the Northwest  $\frac{1}{4}$ , and less the East 264.00 feet of the North 594.00 feet of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , and less all of that portion lying South and West of U.S. Highways 27 and 441 in Marion County; and the South  $\frac{3}{4}$  of the Southwest  $\frac{1}{4}$  and the West  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 17 South, Range 23 East, all lying and being in Marion County, Florida, containing 832.508 Acres, more or less.

[See attached sketch consisting of 1 page]



**LEGEND**

|        |                       |
|--------|-----------------------|
| AC     | ADJACENT              |
| P.D.A. | POINT OF BEGINNING    |
| LA     | LICENSED SURVEYOR     |
| ML     | MEASURED LONG SURVEY  |
| GC     | GOLF COURSE           |
| CC     | CONCRETE              |
| ST     | STAIRWAY              |
| SL     | SLAB                  |
| W      | WALL                  |
| W.L.   | WATER LINE            |
| S      | SEWER                 |
| DA     | DEVELOPMENT AREA      |
| OT     | OFFICE                |
| W.W.   | WATER WELL            |
| W.W.P. | WATER WELL PUMP       |
| W.W.S. | WATER WELL SYSTEM     |
| W.W.T. | WATER WELL TOWER      |
| W.W.C. | WATER WELL CISTERN    |
| W.W.D. | WATER WELL DRAIN      |
| W.W.E. | WATER WELL EXHAUST    |
| W.W.F. | WATER WELL FLOW       |
| W.W.G. | WATER WELL GROUND     |
| W.W.H. | WATER WELL HEAD       |
| W.W.I. | WATER WELL INSULATION |
| W.W.J. | WATER WELL JUNCTION   |
| W.W.K. | WATER WELL KEY        |
| W.W.L. | WATER WELL LINE       |
| W.W.M. | WATER WELL MOUNT      |
| W.W.N. | WATER WELL NEST       |
| W.W.O. | WATER WELL OIL        |
| W.W.P. | WATER WELL PUMP       |
| W.W.Q. | WATER WELL QUANTITY   |
| W.W.R. | WATER WELL RADIUS     |
| W.W.S. | WATER WELL SYSTEM     |
| W.W.T. | WATER WELL TOWER      |
| W.W.U. | WATER WELL UNIT       |
| W.W.V. | WATER WELL VALVE      |
| W.W.W. | WATER WELL WELL       |
| W.W.X. | WATER WELL WORK       |
| W.W.Y. | WATER WELL YIELD      |
| W.W.Z. | WATER WELL ZONE       |

**ACREAGE TABLE**

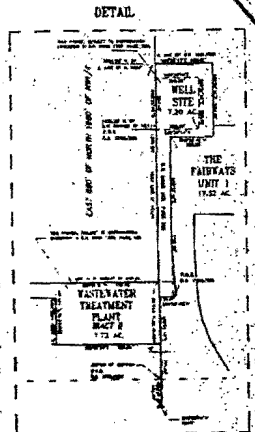
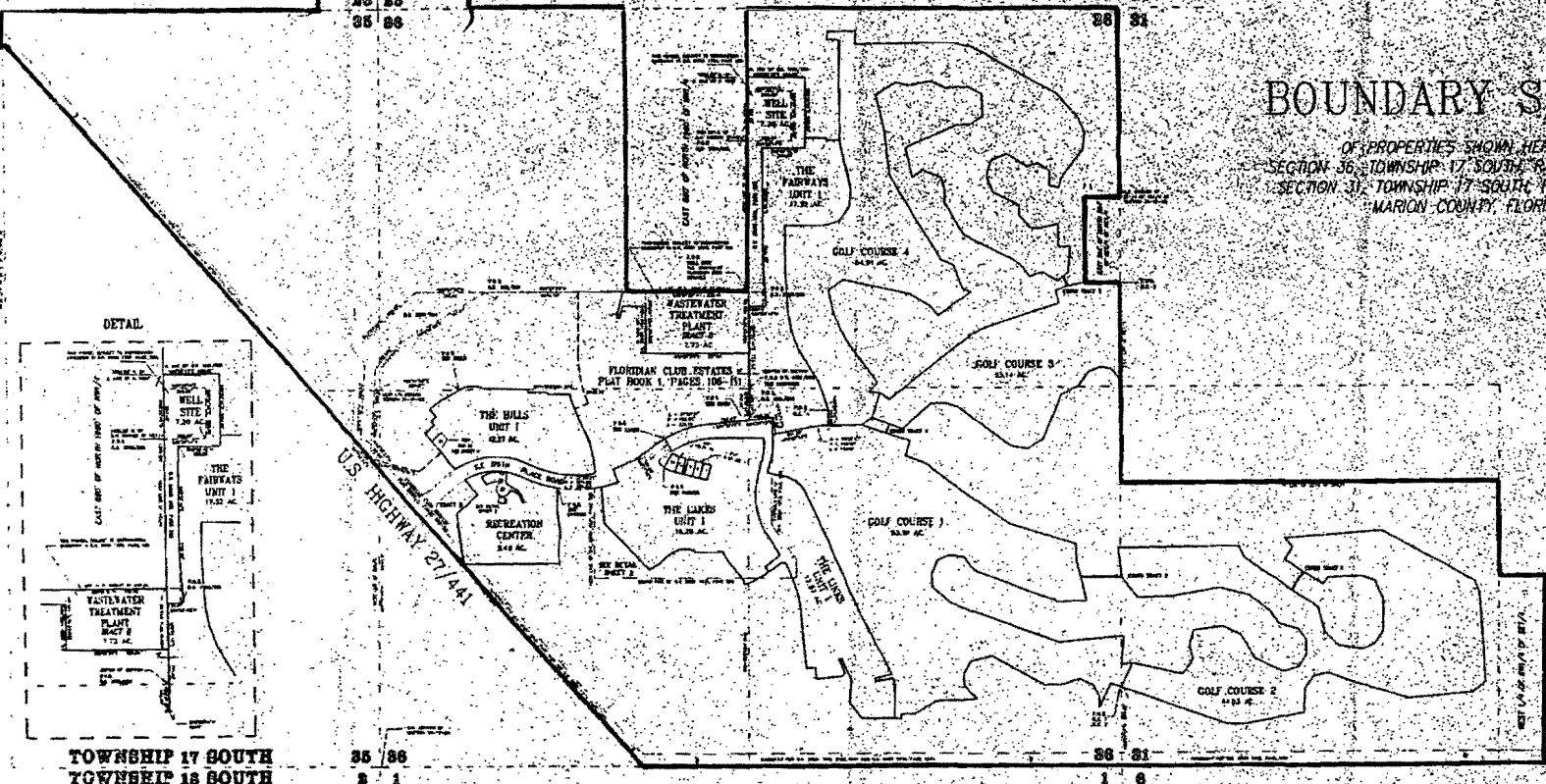
|                            |        |
|----------------------------|--------|
| WELL SITE                  | 7.90   |
| WASTEWATER TREATMENT PLANT | 7.75   |
| THE HILLS                  | 12.87  |
| THE LAKES                  | 19.28  |
| THE LINKS                  | 17.87  |
| THE FAIRWAYS               | 17.82  |
| RECREATION CENTER          | 9.48   |
| G.C. 1                     | 53.10  |
| G.C. 2                     | 44.63  |
| G.C. 3                     | 23.94  |
| G.C. 4                     | 54.81  |
| TOTAL                      | 267.05 |

GRAPHIC SCALE



**BOUNDARY SURVEY**

OF PROPERTIES SHOWN HEREON IN  
SECTION 36, TOWNSHIP 17 SOUTH, RANGE 23 EAST &  
SECTION 31, TOWNSHIP 17 SOUTH, RANGE 24 EAST,  
MARION COUNTY, FLORIDA



TOWNSHIP 17 SOUTH  
TOWNSHIP 18 SOUTH

**SPECIAL NOTES**

1. THIS SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS AND IS NOT TO BE USED IN CONNECTION WITH ANY OTHER SURVEY.
2. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
3. ONLY THE PARTS OF THIS SURVEY WHICH ARE SHOWN ON THIS SHEET ARE TO BE CONSIDERED AS PARTS OF THIS SURVEY.
4. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

**GENERAL NOTES**

1. REPRESENTATIONS OF THIS SURVEY ARE NOT TO BE USED IN CONNECTION WITH ANY OTHER SURVEY.
2. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
3. ONLY THE PARTS OF THIS SURVEY WHICH ARE SHOWN ON THIS SHEET ARE TO BE CONSIDERED AS PARTS OF THIS SURVEY.
4. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

SHEET 1 OF 4

|            |                 |
|------------|-----------------|
| DATE       | 10/15/01        |
| BY         | J. W. WILSON    |
| CHECKED BY | J. W. WILSON    |
| SCALE      | AS SHOWN        |
| PROJECT    | BOUNDARY SURVEY |
| SHEET      | 1 OF 4          |

**EXHIBIT G**

**Sample Plat Dedication**

**DEVELOPER'S ACKNOWLEDGEMENT AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: THAT \_\_\_\_\_, a  
\_\_\_\_\_ HAS CAUSED TO BE MADE THE ATTACHED PLAT OF  
\_\_\_\_\_, A SUBDIVISION OF THE LAND HEREON  
DESCRIBED, THAT THE STREET RIGHTS-OF-WAY DESIGNATED HEREON SHALL BE  
PRIVATE PROPERTY AND WHICH ARE HEREBY DEDICATED TO THE PROPERTY  
OWNERS ASSOCIATION ESTABLISHED FOR THIS SUBDIVISION, SUBJECT  
HOWEVER TO A PERPETUAL RIGHT OF EASEMENT, HEREIN GRANTED, FOR  
INGRESS AND EGRESS BY SANITATION, UTILITY PROVIDERS, POSTAL, FIRE, LAW  
ENFORCEMENT AND EMERGENCY MEDICAL SERVICE VEHICLES AND THEIR  
PERSONNEL PROVIDING SERVICES TO THE SUBDIVISION AND SUBJECT TO A  
PERPETUAL RIGHT OF EASEMENT, FOR WATER AND SEWER OPERATION AND  
MAINTENANCE PURPOSES, TO THOSE UTILITY PROVIDERS THAT PROVIDE  
WATER AND SEWER SERVICE TO THE SUBDIVISION; THAT DRAINAGE RETENTION  
AREAS AND DRAINAGE RIGHTS-OF-WAY DESIGNATED HEREON SHALL BE  
PRIVATE PROPERTY AND WHICH ARE HEREBY DEDICATED TO THE PROPERTY  
OWNER'S ASSOCIATION ESTABLISHED FOR THIS SUBDIVISION, PROVIDED  
HOWEVER, THAT THE SAME SHALL BE USED FOR THE COLLECTION AND  
DISPOSAL OF STORM WATER DRAINAGE AND FOR NO USE INCONSISTENT  
THEREWITH; THAT THE SEWER/WATER EASEMENTS AND UTILITY EASEMENTS  
SHOWN OR NOTED ARE HEREBY DEDICATED TO THOSE UTILITIES (MUNICIPAL,  
AND PRIVATE) THAT PROVIDE UTILITY SERVICES TO THE SUBDIVISION; THAT  
NEITHER THE EASEMENTS HEREIN GRANTED NOR THE LIMITATIONS HEREIN  
MADE SHALL CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR MARION  
COUNTY AND THAT NO OBLIGATIONS ARE IMPOSED UPON THE COUNTY OR ANY  
OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF THE RIGHTS-OF-  
WAY, STORM WATER DRAINAGE FACILITIES OR EASEMENTS.

IN WITNESS WHEREOF, THAT \_\_\_\_\_, a  
\_\_\_\_\_, HAS CAUSED THESE PRESENTS TO BE  
SIGNED IN ITS \_\_\_\_\_ NAME BY ITS  
\_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
200\_\_, ALL BY AND WITH THE AUTHORITY OF THE  
\_\_\_\_\_ OF SAID \_\_\_\_\_.

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JOINDER AND CONSENT BY DECLARANT**

STONECREST OF MARION COUNTY, LTD., A FLORIDA LIMITED PARTNERSHIP, AS DECLARANT UNDER THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST, RECORDED NOVEMBER 13, 1995, IN OFFICIAL RECORDS BOOK 2192, PAGE 1 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AS AMENDED, HEREBY JOINS IN THE FOREGOING DEVELOPER'S ACKNOWLEDGEMENT AND DEDICATION FOR THE PURPOSE OF CONSENTING THERETO AND JOINING IN AND REAFFIRMING THE DEDICATIONS MADE THEREIN.

STONECREST OF MARION COUNTY,  
LTD., a Florida limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT H

Sample Letter of Warranty

Date: \_\_\_\_\_

Florida Water Services Corporation  
P.O. Box 609520  
Orlando, FL 32860-9520

To Whom It May Concern:

Please consider this a letter of guarantee for work performed at:

*(Project Name and System)*

This guarantee consists of a one (1) year warranty on material, labor and all appurtenances of the sanitary sewer and/or water facilities presently installed on the premises. Specifically, all sanitary sewer and water facilities presently installed are guaranteed for the identical time limitation of one (1) year.

This guarantee also states that all installations were performed under direct specifications provided by Florida Water Services Corporation.

\_\_\_\_\_  
Typed Name:  
Typed Title:  
Typed Company:

State of Florida            )  
County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Typed Name:  
Notary Public  
My Commission expires:

## RECLAIMED WATER AGREEMENT

THIS RECLAIMED WATER AGREEMENT ("Agreement") is entered into this 29th day of December, 2000, by and between FLORIDA WATER SERVICES CORPORATION, Florida corporation (hereinafter "Utility") and STONECREST OF MARION COUNTY, LTD., a Florida limited partnership (hereinafter "Developer").

WITNESSETH:

WHEREAS, Utility is a wastewater utility as defined in Section 367.021(12), Florida Statutes; and

WHEREAS, on even date herewith, pursuant to the terms of an Agreement for Purchase and Sale dated December 22, 2000 (the "Purchase and Sale Agreement"), Utility has acquired the water and wastewater system ("System") serving the StoneCrest community in Marion County which System was previously owned by Steeplechase Utility Company, Inc. (hereinafter "Steeplechase"); and

WHEREAS, Developer owns certain real property within the STONECREST Community including golf course property which is more particularly described in **Exhibit "A"** attached hereto and incorporated by reference herein (hereinafter the "Property"); and

WHEREAS, in the future Utility may, at its option, make certain improvements to the wastewater system so that Utility can provide Reclaimed Water to Developer for irrigation of the Property; and

WHEREAS, in the event that such improvements are made to the wastewater system to enable Utility to produce Reclaimed Water, Utility will be willing to provide, and Developer will be willing to accept, Reclaimed Water for irrigation use on the Property subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, the following capitalized terms shall have the meanings set forth below:

"Applicable Laws" - means all statutes, rules, ordinances and regulations issued by any governmental agency having jurisdiction or authority over the UTILITY, the System or the Property, as applicable.

"DEP" - means the Florida Department of Environmental Protection, or any successor agency.

"Developer's Affiliates" - means any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, parent, subsidiary or other affiliate of Developer.

"FPSC" - means the Florida Public Service Commission, or any successor agency.

"GPD" - means gallons per day.

"Irrigation Facilities" - means all tangible property located on the Property that is necessary for the irrigation of the Property from the Point of Delivery, including, but not limited to, the Storage Pond, pipelines, pumps, valves, spray head assemblies and any improvements or modifications thereto.

"Irrigation Well" - means the existing well on property owned by Developer and related facilities that tie into the Reclaimed Water Transmission Line at the Irrigation Wet Well.

"Irrigation Wet Well" - means that existing wet well and related facilities owned by Developer that tie into the Reclaimed Water Transmission Lines and are located within the wastewater treatment plant parcel owned by Utility and more particularly shown on Exhibit "B."

"Point of Delivery" - means the point at which the Reclaimed Water leaves the Reclaimed Water Transmission Lines and enters the Storage Pond located at the point designated as "Point of Delivery" on the sketch attached hereto as Exhibit "C."

"Reclaimed Water" - means Wastewater treated to public access standards as promulgated by DEP in Part III of Chapter 62-610, Florida Administrative Code, ("F.A.C.")

"Reclaimed Water Transmission Lines" - means the pipelines, valves, pumps, and other appurtenances necessary for delivery of Reclaimed Water from the Treatment Plant to the Point of Delivery.

"Storage Pond" - means that permanent body of water used as a receptacle and storage area for Reclaimed Water located at the Point of Delivery.

"Tariff" - means Utility's tariff for the Developer's Property (as such term is defined in that certain Florida Water Services Corporation & Stonecrest of Marion County, Ltd. Water and Wastewater Service Agreement for Stonecrest Community executed of even date herewith) on file with the FPSC, or as that document may be amended from time to time.

"Treatment Plant" - means the Wastewater treatment plant owned and operated by the Utility that provides service to the StoneCrest community as of the date this Agreement is executed and has a current total capacity of 150,000 gpd, as may be upgraded from time to time.

"Wastewater" - means the combination of the liquid and water-carried pollutants from a residence, commercial building, industrial plant, or institution, together with any groundwater, surface runoff, or leachate that may be present.

A handwritten signature in black ink, appearing to be 'JFK', is located in the bottom right corner of the page.

“Water Management District” - means the St. Johns River Water Management District or any successor agency.

2. **Upgrade of Wastewater Treatment Plant.** In the event that Utility, in its sole and absolute discretion, determines that it is desirable to undertake the necessary improvements to the Wastewater Treatment Plant to enable Utility to provide Reclaimed Water (the “Reuse Improvements”), or, in the event that the Consumptive Use Permits issued to the Utility and/or Developer in accordance with Sections 373.250 and 403.064, Florida Statutes or Applicable Laws require the Reuse Improvements, then Utility shall undertake the Reuse Improvements in order to provide Reclaimed Water to Developer.

3. **Quantity.** Upon completion of the Treatment Plant upgrades, if any, Utility shall provide Reclaimed Water generated by the Treatment Plant to Developer, subject to the requirements of any government agency with applicable regulatory authority. Subject to the terms of this Agreement, Utility shall provide and Developer shall accept one-hundred percent of the Reclaimed Water generated by the Treatment Plant, up to a maximum of 285,000 gpd in accordance with Stonecrest’s CUP Permit, which maximum amount may be revised to up to 500,000 gpd in the event that the St. Johns Water Management District amends the CUP Permit to authorize a corresponding increase in Stonecrest’s use of Reclaimed Water for irrigation purposes. In the event excess Reclaimed Water beyond what is needed by the Developer for irrigation of the Property is generated by Utility, then Utility may provide such excess reclaimed water to one or more other customers.

4. **Use of Reclaimed Water.** Reclaimed Water shall be used for irrigation in any manner determined by Developer that is consistent with, and fully in compliance with, all applicable federal, state and local laws, regulations, and permits (“Applicable Law”). If, in the reasonable opinion of Utility, Developer fails to operate or maintain the Irrigation Facilities in a manner that is consistent with, and fully in compliance with, all Applicable Law, then Utility may give Developer written notice of same, specifying the nature of such non-compliance. In the event that Developer fails or refuses to make such repairs or improve such operation and maintenance procedures as to bring the Irrigation Facilities, including Developer’s operation and maintenance procedures, into full compliance with all Applicable Law within thirty (30) days after receipt of said notice, then, at Utility’s option, Utility shall have the right to: (i) enter the Property and undertake such responsibilities to the extent reasonably necessary to accomplish the purposes of this Agreement, and charge Developer for the reasonable and necessary costs incurred thereby; or (ii) disconnect the Reclaimed Water service, charge a fee for reconnecting the service; or (iii) pursue any other remedy available at law. Nothing herein, however, shall relieve Developer from the continuing obligation of operation and maintenance of the Irrigation Facilities. Notwithstanding the foregoing, Developer shall not be obligated to accept water that fails to meet quality standards for reuse as promulgated by DEP.

5. **Irrigation Well.** Subject to Paragraphs 3 and 10(v) hereof, Developer may maintain the Irrigation Well to supplement the supply of Reclaimed Water provided by the Utility. The Irrigation Well may pump groundwater through the Reclaimed Water Transmission Lines to the Storage Pond at no additional charge to Developer. Such actions shall not be deemed to cause Developer to violate any of the terms of this Agreement or the Purchase and Sale Agreement.



6. **Point of Delivery.** Utility shall deliver Reclaimed Water to the Point of Delivery for use by Developer in irrigating the Property. Utility shall be deemed to be in possession and control of the Reclaimed Water until the Reclaimed Water is delivered to Developer at the Point of Delivery. After such delivery, Developer shall be deemed to be in possession and control of the Reclaimed Water. The Reclaimed Water delivered by Utility to Developer shall at all times conform to the standards specified by DEP.

7. **Charges.** Subject to approval of this Agreement by the FPSC or other applicable regulatory authority, Developer shall pay for reclaimed water service at the rate of five cents (\$0.05) per 1,000 gallons, which rate may be amended from time to time if required by either party's applicable regulatory authorities.

8. **Meters.** Utility shall install (at its expense), own and maintain a meter assembly including a backflow prevention device, if necessary or required by applicable regulations, at a point along the Reclaimed Water Transmission Lines between the Treatment Plant and the Irrigation Wet Well connection, for the purpose of measuring the quantity of Reclaimed Water provided to the Developer.

9. **Meter Calibration.** Utility shall examine and test the meters annually to determine whether they are correctly registering the volume of Reclaimed Water being delivered. Developer shall have the right to read and test the meters at any time, at its expense. Either party shall have the right to be present during any calibration or testing of the meter and shall have the right to receive a copy of the test or calibration results. If, at any time, a test of any meter discloses a deviation of more than two percent (2%) of the annual average daily volume delivered, Utility shall adjust its charges up or down using the percentage of error as determined by the test and Utility shall repair and correct the meter. If the approximate date the meter inaccuracy began can be determined, the charges shall be adjusted from that date, which shall not exceed three months from the date the error is reported.

10. **Permits and Regulations.**

a. Utility shall obtain and maintain, at its expense, all governmental permits, consents, and approvals as required by law for performance of its obligations herein.

b. Each party shall fully cooperate with and assist the other in obtaining and complying with all necessary permits, consents, and approvals as required by law for each party's performance under this Agreement. Each party's cooperation with the other shall include, but not be limited to, the execution and consent to the filing of any necessary documents and applications with governmental agencies to accomplish the purposes of the Agreement.

c. Both parties shall comply with all applicable government regulations and requirements including but not limited to Chapter 62-610, F.A.C., and all permits issued and rules adopted by the DEP, the Water Management District, and any other governmental agency with applicable legal authority as such regulations and permits may be amended from time to time. In addition to all other government requirements, Developer shall be responsible for compliance with the following:



i. Irrigation Facilities shall be operated so as to prevent any flooding or ponding of reclaimed water.

ii. All reclaimed water hose bibbs, hand-operated connections and outlets shall be contained in underground service vaults and shall be appropriately tagged or labeled to warn the public and employees that the water is not intended for drinking. All Reclaimed Water piping, pipelines, valves and outlets shall be color coded, or otherwise marked, to differentiate Reclaimed Water from potable or other water.

iii. Vaults for Reclaimed Water, hose bibbs and outlets shall be locked or require a special tool for operation of hose bibbs and outlets.

iv. Signs shall be posted in the vicinity of the Irrigation Facilities advising the public that reuse is practiced.

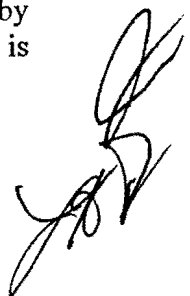
v. In all events, Developer shall comply with the priorities for source of irrigation water as set forth in the Consumptive Use Permit issued by the Water Management District.

**11. Compliance with Utility Tariffs and Rules.** Developer shall comply with all of Utility's Policies, Tariffs, Rules and Regulations as amended from time to time.

**12. Construction and Maintenance.** Utility shall, at its sole cost and expense, be responsible for the repair, replacement and maintenance of the Reclaimed Water Transmission Lines. Developer shall, at its sole cost and expense, be responsible for the installation, construction, repair, replacement and maintenance of the Irrigation Facilities. Each party shall maintain such lines and facilities for which they are responsible under this paragraph in good and operable condition and good state of repair. All such installation, construction, repair, replacement and/or maintenance required of Utility and Developer under this paragraph shall be in accordance with all laws, rules and regulations of DEP, or any other governmental agency having jurisdiction over the Irrigation Facilities, Reclaimed Water Transmission Lines and/or Treatment Plant. Notwithstanding anything to the contrary contained herein, any expenses to upgrade the Treatment Plant or Reclaimed Water Transmission Lines and any additional treatment costs due to changes required by DEP shall be the sole responsibility of Utility.

**13. Easement; Right of Access.**

a. Upon the execution of this Agreement, Developer will execute and deliver to Utility at no cost to Utility an instrument of conveyance in recordable form granting Utility easement and right-of-way rights for the Reclaimed Water Transmission Lines over, through and across a strip of land twenty (20) feet wide, or as wide as may be granted by Developer between the residential lots of the Stonecrest community, as applicable, lying equally on either side of the center line of the Reclaimed Water Transmission Lines running from the Treatment Plant over all private lands owned by Developer or to which Developer has easement rights to the Point of Delivery which is generally located as shown on **Exhibit "C."**



b. The exact location of the easements and rights-of-way will be as indicated by a sketch and description prepared by Utility and furnished to Developer and the rights afforded to Utility pursuant to the instrument of conveyance will be free of any prior encumbrances of any nature and shall be perpetual in term. The easement and right-of-way agreement will provide that the easement is for the following purposes:

The perpetual right to enter at any time and from time to time to maintain, inspect, repair, replace, rebuild, operate, maintain or test the Reclaimed Water Transmission Lines, monitor wells or devices and any other facilities incident to the provision of Reclaimed Water service and to remove any brush, trees or other installations which interfere with its use and rights under such easement.

c. In the future, if it becomes necessary to obtain additional easement(s) for any purpose related to the provision of Reclaimed Water service on, over or under lands owned by Developer or in which Developer has easement rights, Developer shall convey such easement(s) to Utility at no cost. The location of such easements shall be determined by agreement of Utility and Developer.

d. Notwithstanding any grant of easement pursuant to this Agreement, Utility shall not take any actions that would unreasonably interfere with the use of any portion of the Property as a golf course. Utility shall use its best efforts to conduct its activities on the Property at the time, and during seasons, when the golf courses are least busy and otherwise avoid causing a disruption in the normal use of the Property as a golf course.

14. **Access to Premises.** Developer shall provide Utility's representatives with access to Developer's Property at all reasonable hours for the purpose of installing, maintaining, testing, inspecting, replacing or removing the Reclaimed Water Transmission Lines and other purposes incident to provision or termination of Reclaimed Water service.

15. **Default.** In the event of a default by either party of its duties and/or obligations hereunder, the non-defaulting party shall provide written notice to the defaulting party specifying the nature of the default. The defaulting party shall have thirty (30) days to cure any default of a monetary nature and sixty (60) days to cure any other default. If the default has not been cured within the applicable period (time being of the essence), the non-defaulting party, at its sole option, may terminate this Agreement, such termination to be effective upon written notice to the defaulting party. The non-defaulting party may also exercise all remedies available at law or in equity, including but not limited to, the right to damages, injunctive relief and specific performance.

16. **Excuse From Performance.**

a. **Force Majeure.** If either party is prevented from, or delayed in, performing any act required to be performed hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials or equipment, storms, earthquakes, electric power failures, land subsidence, acts of God, acts of the public enemy, wars, blockades, riots, acts of armed forces, delays by carriers, inability to obtain

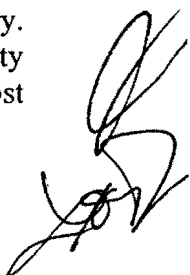
rights-of-way, acts of public authority, regulatory agencies, or courts, or any other cause, whether the same kind is enumerated herein, not within the control of such party (a "Force Majeure Event"), the performance of such act shall be excused for a period equal to the period of prevention or delay.

b. Governmental Acts. If for any reason during the term of this Agreement any federal, state, or local authorities or agencies fail to issue necessary permits, grant necessary approvals or require any change in the operation of the Treatment Plant, Reclaimed Water Lines, or Irrigation Facilities or the application and use of Reclaimed Water as provided herein ("Governmental Acts"), then, to the extent that such Governmental Acts shall affect the ability of any party to perform any of the terms of this Agreement, in whole or in part, the affected party shall be excused from the performance thereof and a new agreement or amendment hereto shall be negotiated, if possible, by the parties in conformity with such permits, approvals or requirements.

17. FPSC Approvals. Developer and Utility recognize that the Purchase and Sale Agreement between Utility and Steeplechase, although effective, is contingent upon FPSC approval. This Agreement will be attached as an exhibit to the Purchase and Sale Agreement. To the extent that FPSC approval of this Agreement is required, Utility represents that it will seek FPSC approval of this Agreement as part of its application to the FPSC for approval of the Purchase and Sale Agreement. In the Event there is no Non-Appealable Order approving the transfer of the System as contemplated by the terms of the Purchase and Sale Agreement, including the approval of this Agreement, within thirty-six (36) months of the date of execution of this Agreement, this Agreement shall be deemed null and void.

18. Term. Unless deemed null and void or otherwise terminated pursuant to the terms of this Agreement, this Agreement shall continue in full force and effect for a term of twenty (20) years from the date hereof. The term shall be automatically renewed for successive twenty (20) year periods thereafter, unless either party notifies the other of its intent not to renew at least one (1) year prior to the expiration of the then current term.

19. Indemnification. Utility shall indemnify and defend Developer and Developer's Affiliates and hold Developer and Developer's Affiliates harmless from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including, without limitation, attorney's fees and costs, suffered or incurred by Developer or any of Developer's Affiliates and arising out of or in connection with Utility's operation of the Reclaimed Water Transmission Lines or Utility's activities within the Easement granted by Developer. Developer shall indemnify and defend Utility and Utility's Affiliates and hold Utility and Utility's Affiliates harmless from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including, without limitation, attorney's fees and costs, suffered or incurred by Utility or any of Utility's Affiliates and arising out of or in connection with Developer's operation of the Irrigation Facilities or Developer's activities on or about the Property; provided, however, that Developer shall not be liable for any claims, demands, causes of action, losses, damages, liabilities, costs and expenses arising from the fact that the Reclaimed Water failed to meet standards specified by DEP at the Point of Delivery. The provisions of this Section shall survive the termination of this Agreement. Developer's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

arising out of Developer's violation of any law, ordinance, or governmental regulation applicable to the use of reclaimed water.

20. **Miscellaneous Provisions.**

a. **No Waiver.** No waiver by either party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of the like or a different character.

b. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and the exclusive venue for any action to enforce or terminate this Agreement shall be in the court of appropriate jurisdiction in Marion County, Florida.

c. **Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

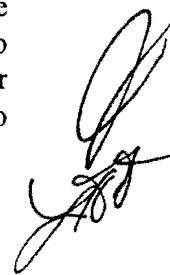
d. **Severability.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that if such severability materially changes the economic benefits of this Agreement to either party, the parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith.

e. **Entire Agreement.** This Agreement, including the exhibits attached hereto, sets forth the full and complete understanding of the parties as of the date above-stated, and it supersedes any and all prior negotiation, agreements, and understandings with respect to the subject matter hereof.

f. **Amendments.** Neither this Agreement, nor any of the terms hereof, may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the party against which the enforcement of the termination, amendment, supplement, waiver, or modification shall be sought.

g. **Legal Fees.** In the event of litigation between the parties hereto arising out of or in connection with this Agreement, then the reasonable attorneys' fees and costs of the party prevailing in such litigation shall be paid by the other Party.

h. **Assignment.** Utility and Developer agree that neither party may assign its obligations under this Agreement except with the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, Developer may assign its rights and obligations in connection with a bona fide sale of the Property without Utility's consent so long as the Assignee accepts the Developer's obligations under the Agreement in writing.. Without limiting or restricting the generality of the foregoing, it shall not be unreasonable for a Party to deny its consent where, in its opinion, acting reasonably, the proposed assignee, purchaser or transferee lacks the capacity or resources necessary to ensure the proper conduct and completion of its obligations under this Agreement over the remaining portion of the term of the Agreement. An assignment which conforms to



the provisions of this paragraph shall operate to release the assigning party from its obligations hereunder and such party is expressly so released from its obligations by the other Party. In the event of an assignment of this Agreement by either party, such party shall deliver to the other party a copy of a fully executed and valid assignment of this Agreement within fourteen (14) days of such assignment.

i. Successors and Assigns. This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto.

j. Other Documents and Assurances. Each of the parties to this Agreement agrees that any time after the execution hereof, it will, on request of the other party, execute and deliver such other documents and further assurances as may reasonably be required by such other party in order to carry out the intent of this Agreement.

k. No Third Party Beneficiaries. This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending this Agreement to confer no such benefits or status.

l. Counterparts. This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same instrument. It shall not be necessary for the same counterpart of this Agreement to be executed by all of the parties hereto.


m. Notice. Any notice or document required or permitted to be delivered under this Agreement or the Easement(s) to be granted hereunder shall be in writing and shall be deemed delivered at the earlier of (i) the date received, or (ii) three (3) business days after the date deposited in an United States Postal Service depository, postage prepaid, registered or certified mail, return receipt requested, addressed to Florida Water or Customer as the case may be, at the addresses set forth opposite their names below:

**FLORIDA WATER:** Florida Water Services Corporation  
P.O. Box 609520  
Orlando, Florida 32860  
Attn: Eric Teittinen, Senior Vice-President  
Operations & Engineering

With a copy to:

Florida Water Services Corporation  
P.O. Box 609520  
Orlando, Florida 32860  
Attn: Fred Leonhardt, General Counsel

**DEVELOPER:** StoneCrest of Marion County, Ltd.  
11053 S.E. 174<sup>th</sup> Loop  
Summerfield, Florida 34491  
Attn: L. Hall Robertson, Jr.



With a copy to:

John P. McKeever, Esq.  
500 N.E. 8<sup>th</sup> Ave.  
Ocala, Florida 34470

n. Recordation. Utility may record this Agreement or a memorandum of this Agreement in the Public Records of Marion County, Florida.

o. Redefinition of Property. Developer reserves the right at any time and from time to time to amend Exhibit "A" to increase or decrease the Property, as from time to time described herein, provided, however, that any such decreases in the acreage of the Property shall not, in the aggregate, exceed twenty percent (20%) of the total acreage described in Exhibit "A" at the time of execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

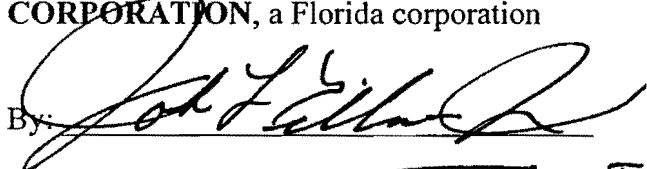
**FLORIDA WATER SERVICES CORPORATION**, a Florida corporation



Name: David M. Owens, Jr.



Name: W.T. Costolo

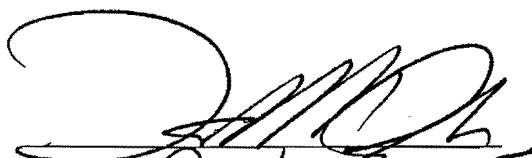
By: 

Name: John L. Tillman, Jr.

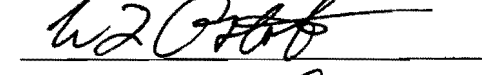
Its: Sr. V.P.

Dated: 12/29/00

**STONECREST OF MARION COUNTY, LTD.**, a Florida limited partnership

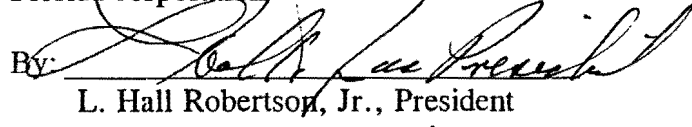


Name: David M. Owens, Jr.



Name: W.T. Costolo

By: **STONECREST MANAGEMENT, INC.**, a Florida corporation,

By:   
L. Hall Robertson, Jr., President

Dated: 12/29/00

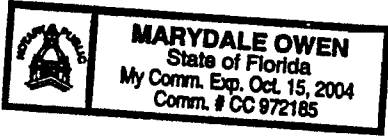


STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 29th day of December, 2000, by John L. Tillman, Jr., as Senior Vice President, Business Development of Florida Water Services Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced drivers license as identification and who did/did not take an oath.

*Marydale Owen*

Notary Public  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

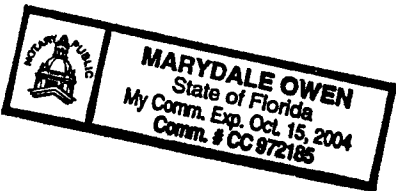


STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 29th day of December, 2000, by L. HALL ROBERTSON, JR., as President of StoneCrest Management, Inc., a Florida corporation, the general partner of StoneCrest of Marion County, Ltd., a Florida limited partnership, on behalf of said corporation and limited partnership. He is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

*Marydale Owen*

Notary Public  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



*[Handwritten signature]*

Exhibit A

**Legal Description of the Property**

See attached sketch and description consisting of 5 pages

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines.





A PARCEL OF LAND IN SECTION 36, TOWNSHIP 17 SOUTH, RANGE 23 EAST AND SECTION 31, TOWNSHIP 17 SOUTH, RANGE 24 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 32, LINKS OF STONECREST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 4 THROUGH 7, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF LINKS OF STONECREST WITH THE FOLLOWING COURSES: RUN N0°08'43"W, 153.04 FEET; THENCE N4°02'38"W, 128.32 FEET; THENCE S81°55'16"W, 132.03 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 222.50 FEET TO WHICH A RADIAL LINE BEARS N81°55'16"E; THENCE RUN NORTHWESTERLY 20.58 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 5°17'58"; THENCE ALONG A NON-TANGENT LINE RUN N76°37'19"E, 121.74 FEET; THENCE N28°22'13"W, 459.03 FEET; THENCE N26°52'36"W, 73.41 FEET; THENCE N24°37'23"W, 911.30 FEET; THENCE N43°39'14"W, 85.22 FEET; THENCE N66°09'20"W, 71.97 FEET; THENCE N78°46'42"W, 134.33 FEET; THENCE N11°13'18"E, 106.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 537.50 FEET; THENCE RUN NORTHERLY 26.79 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°51'20"; THENCE DEPARTING SAID PLATTED BOUNDARY ALONG A NON-TANGENT LINE RUN N90°00'00"E 154.34 FEET; THENCE S33°48'39"E 160.56 FEET; THENCE S79°29'17"E 149.62 FEET; THENCE S27°50'54"E 103.14 FEET; THENCE N72°34'02"E 241.52 FEET; THENCE N00°00'00"W 348.88 FEET TO THE SOUTHERLY BOUNDARY OF THE ENCLAVE OF STONECREST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 171 THROUGH 173, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY RUN S78°31'04"E, 56.00 FEET TO THE BOUNDARY OF THE OVERLOOK OF STONECREST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 75 THROUGH 77, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF THE OVERLOOK OF STONECREST WITH THE FOLLOWING COURSES: RUN S78°31'04"E, 151.18 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 650.00 FEET; THENCE RUN EASTERLY 49.69 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 4°22'49"; THENCE ALONG A NON-TANGENT LINE RUN S4°43'21"E, 75.93 FEET; THENCE S22°03'33"E, 44.04 FEET; THENCE S24°46'01"E, 44.05 FEET; THENCE S34°54'17"E, 91.66 FEET; THENCE S42°46'40"E, 60.54 FEET; THENCE S44°30'12"E, 60.43 FEET; THENCE S48°20'34"E, 60.43 FEET; THENCE S51°50'43"E, 56.68 FEET; THENCE S53°37'38"E, 54.03 FEET; THENCE S51°55'01"E, 54.00 FEET; THENCE S51°50'43"E, 54.00 FEET; THENCE S54°15'19"E, 54.05 FEET; THENCE S57°52'12"E, 52.62 FEET; THENCE S80°32'05"E, 187.29 FEET TO THE BOUNDARY OF OVERLOOK OF STONECREST UNIT 2 - PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 66 THROUGH 68, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: RUN S8°42'16"W, 59.22 FEET; THENCE S55°05'07"E, 284.78 FEET; THENCE S55°51'20"E, 85.26 FEET; THENCE S60°36'20"E, 441.57 FEET; THENCE N90°00'00"E, 131.57 FEET; THENCE N75°44'36"E, 31.44 FEET TO THE BOUNDARY OF LINKS OF STONECREST UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 146 AND 147, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: RUN S14°15'24"E, 58.96 FEET; THENCE S75°44'36"W, 240.00 FEET; THENCE N86°22'29"W, 93.93 FEET; THENCE N70°12'28"W, 660.00 FEET; THENCE N47°23'22"W, 59.67 FEET; THENCE N45°45'50"W, 101.20 FEET; THENCE S85°12'39"W, 92.34 FEET; THENCE S61°39'31"W, 66.63 FEET; THENCE S38°09'38"W, 66.36 FEET; THENCE S14°47'44"W, 66.54 FEET; THENCE S8°45'06"E, 63.23 FEET; THENCE S29°19'29"E, 60.48 FEET; THENCE S49°03'39"E, 52.08 FEET; THENCE S71°04'45"E, 79.02 FEET; THENCE S70°12'28"E, 837.73 FEET; THENCE S89°49'08"E, 94.52 FEET; THENCE N75°44'36"E, 169.23 FEET; THENCE DEPARTING SAID PLATTED BOUNDARY RUN N84°40'27"E, 139.63 FEET; THENCE S4°59'18"W, 196.89 FEET; THENCE N83°08'29"E, 77.02 FEET; THENCE S23°44'53"W, 187.03 FEET; THENCE N70°29'38"W, 76.10 FEET; THENCE S27°19'56"W, 189.29 FEET; THENCE N0°00'00"E, 72.39 FEET; THENCE N26°26'08"W, 96.69 FEET; THENCE N66°35'16"W, 103.41 FEET; THENCE S73°15'35"W, 130.76 FEET; THENCE S89°07'07"W, 127.19 FEET; THENCE N61°33'25"W, 427.24 FEET; THENCE S76°19'26"W, 151.03 FEET; THENCE S29°42'36"W, 99.68 FEET; THENCE S0°00'00"E, 75.82 FEET; THENCE S39°57'58"E, 134.03 FEET; THENCE S86°40'51"W, 278.79 FEET; THENCE S58°36'27"W, 179.36 FEET; THENCE S88°53'35"W, 101.27 FEET; THENCE S0°00'00"E, 36.20 FEET; THENCE N80°49'26"W, 42.94 FEET TO THE POINT OF BEGINNING.  
(CONTAINING 44.58 ACRES, MORE OR LESS)

STONECREST OF MARION COUNTY  
GOLF COURSE PARCEL 2

A PARCEL OF LAND IN SECTION 36, TOWNSHIP 17 SOUTH, RANGE 23 EAST, AND SECTION 31, TOWNSHIP 17 SOUTH, RANGE 24 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 31; THENCE ALONG THE WEST LINE THEREOF RUN N00°24'17"W 556.00 FEET TO THE POINT OF BEGINNING; THENCE S70°29'38"E, 777.88 FEET; THENCE S87°42'04"E, 134.13 FEET; THENCE N78°30'32"E, 424.78 FEET; THENCE N2°58'10"E, 169.96 FEET; THENCE N34°03'51"E, 103.92 FEET; THENCE N75°53'55"E, 104.40 FEET; THENCE S70°28'26"E, 162.45 FEET; THENCE S73°40'23"E, 454.14 FEET; THENCE N84°53'08"E, 444.45 FEET; THENCE N50°00'26"E, 114.92 FEET; THENCE N3°52'21"W, 637.35 FEET; THENCE N28°05'33"W, 82.06 FEET; THENCE N61°22'06"W, 740.09 FEET; THENCE S85°38'08"W, 687.78 FEET; THENCE S38°03'32"E, 80.14 FEET; THENCE S28°45'47"W, 90.70 FEET; THENCE S46°46'24"E, 38.50 FEET; THENCE S56°45'38"E, 151.16 FEET; THENCE S0°00'00"E, 2.82 FEET; THENCE S57°38'15"E, 24.73 FEET; THENCE N0°00'00"E, 16.07 FEET; THENCE N90°00'00"E, 110.00 FEET; THENCE S87°15'49"E, 63.92 FEET; THENCE S82°41'19"E, 62.78 FEET; THENCE S78°20'57"E, 39.42 FEET; THENCE N88°16'42"E, 92.03 FEET; THENCE S69°46'31"E, 99.04 FEET; THENCE S25°21'57"E, 135.88 FEET; THENCE S0°00'00"E, 52.54 FEET; THENCE S10°00'16"E, 23.34 FEET; THENCE S0°59'41"E, 37.79 FEET; THENCE S8°00'53"W, 33.78 FEET; THENCE S0°00'00"E, 80.19 FEET; THENCE S31°39'39"W, 103.44 FEET; THENCE S68°05'49"W, 102.28 FEET; THENCE N80°50'33"W, 79.88 FEET; THENCE S85°25'43"W, 9.26 FEET; THENCE N85°29'19"W, 45.78 FEET; THENCE N72°56'51"W, 43.00 FEET; THENCE N80°50'33"W, 4.24 FEET; THENCE N44°51'20"W, 2.46 FEET; THENCE N63°51'52"W, 42.14 FEET; THENCE N51°19'24"W, 45.78 FEET; THENCE N42°14'25"W, 45.78 FEET; THENCE N29°41'57"W, 45.78 FEET; THENCE N20°36'58"W, 45.78 FEET; THENCE N8°04'30"W, 45.78 FEET; THENCE N3°33'38"E, 60.65 FEET; THENCE N58°45'38"W, 117.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 220.00 FEET TO WHICH A RADIAL LINE BEARS S15°39'40"W; THENCE RUN NORTHWESTERLY 67.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 17°34'42" TO THE END OF SAID CURVE; THENCE N56°45'38"W, 183.46 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 205.00 FEET; THENCE RUN NORTHWESTERLY 65.17 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 18°12'56"; THENCE ALONG A NON-TANGENT LINE RUN N56°45'38"W, 180.99 FEET; THENCE N25°48'10"W, 94.09 FEET; THENCE S89°14'24"W, 561.43 FEET; THENCE S87°32'58"W, 110.70 FEET; THENCE S82°09'16"W, 110.00 FEET; THENCE N8°22'14"W, 10.22 FEET TO THE BOUNDARY OF THE OVERLOOK OF STONECREST UNIT 2 - PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 66 THROUGH 68, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID PLATTED BOUNDARY RUN S65°22'54"W, 53.51 FEET; THENCE S75°44'36"W, 13.75 FEET; THENCE DEPARTING SAID PLATTED BOUNDARY RUN S7°04'32"E, 178.34 FEET; THENCE S38°05'44"E, 144.39 FEET; THENCE N87°37'55"E, 458.45 FEET; THENCE N79°54'20"E, 138.88 FEET; THENCE S75°42'52"E, 65.15 FEET; THENCE N87°37'55"E, 10.85 FEET; THENCE S74°18'55"E, 127.32 FEET; THENCE S75°42'52"E, 15.22 FEET; THENCE S53°35'01"E, 185.39 FEET; THENCE S32°55'56"E, 0.78 FEET; THENCE S53°35'01"E, 119.49 FEET; THENCE S65°07'44"E, 115.00 FEET; THENCE S78°51'58"E, 1.64 FEET; THENCE S35°21'45"E, 93.12 FEET; THENCE S0°00'00"E, 110.34 FEET; THENCE S34°10'37"W, 95.78 FEET; THENCE S68°19'18"W, 113.14 FEET; THENCE N66°54'03"W, 100.81 FEET; THENCE N44°51'11"W, 15.41 FEET; THENCE N65°17'17"W, 110.09 FEET; THENCE N31°45'14"W, 153.87 FEET; THENCE N51°34'20"W, 95.80 FEET; THENCE N87°41'07"W, 43.02 FEET; THENCE N89°30'37"W, 49.16 FEET; THENCE N87°51'02"W, 55.17 FEET; THENCE S87°37'55"W, 78.41 FEET; THENCE S82°55'32"W, 55.25 FEET; THENCE S16°55'01"W, 85.00 FEET; THENCE S2°22'05"E, 62.91 FEET; THENCE S14°54'49"E, 60.95 FEET; THENCE S35°09'15"W, 127.43 FEET; THENCE N77°14'02"W, 36.17 FEET; THENCE S65°41'00"W, 33.97 FEET; THENCE S89°10'53"W, 66.55 FEET; THENCE N67°19'14"W, 66.55 FEET; THENCE N43°49'20"W, 44.78 FEET; THENCE N77°14'02"W, 81.23 FEET; THENCE S87°59'52"W, 49.10 FEET; THENCE S23°44'53"W, 177.69 FEET TO THE POINT OF BEGINNING.

(CONTAINING 43.54 ACRES)

STONECREST OF MARION COUNTY  
GOLF COURSE PARCEL 3

A PARCEL OF LAND IN SECTION 36, TOWNSHIP 17 SOUTH, RANGE 23 EAST,  
MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SE1/4 OF THE NE1/4 OF SECTION 36; THENCE ALONG THE EAST LINE THEREOF RUN S00°21'47"E 594.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE NORTH LINE OF SAID SE1/4 OF NE1/4 RUN S89°50'20"W, 264.00 FEET; THENCE S78°46'35"W, 120.39 FEET; THENCE S70°10'52"W, 20.15 FEET TO THE BOUNDARY OF THE ENCLAVE OF STONECREST UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 36 AND 37, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: RUN S18°14'08"E, 77.51 FEET; THENCE S66°44'35"W, 76.69 FEET; THENCE S18°14'08"E, 10.00 FEET; THENCE S71°45'52"W, 500.00 FEET; THENCE S69°26'14"W, 70.00 FEET; THENCE S65°27'50"W, 70.11 FEET; THENCE S61°35'29"W, 70.00 FEET TO THE BOUNDARY OF THE ENCLAVE OF STONECREST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 171 THROUGH 173, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: RUN S61°42'54"W, 88.41 FEET; THENCE S51°52'59"W, 65.54 FEET; THENCE S43°00'28"W, 65.92 FEET; THENCE S38°43'17"W, 52.98 FEET; THENCE S38°43'17"W, 91.93 FEET; THENCE S44°53'44"W, 78.76 FEET; THENCE S51°53'59"W, 88.72 FEET; THENCE S57°34'24"W, 87.46 FEET; THENCE S61°15'48"W, 85.92 FEET; THENCE S55°10'19"W, 73.22 FEET; THENCE S22°43'50"W, 65.81 FEET; THENCE S18°44'33"W, 31.24 FEET TO THE NORTHERLY BOUNDARY OF THE OVERLOOK OF STONECREST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 75 THROUGH 77, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 800.00 FEET TO WHICH A RADIAL LINE BEARS N21°38'15"E; THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: RUN SOUTHEASTERLY 46.18 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°18'26" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE RUN EASTERLY 221.82 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 25°25'08" TO THE END OF SAID CURVE; THENCE N89°31'35"E, 13.88 FEET; THENCE N2°47'45"W, 98.39 FEET; THENCE N74°36'31"E, 71.23 FEET; THENCE N75°17'46"E, 71.08 FEET; THENCE N82°58'14"E, 70.08 FEET; THENCE N87°37'13"E, 77.96 FEET; THENCE S81°52'27"E, 92.19 FEET; THENCE S79°48'08"E, 187.43 FEET; THENCE S38°12'39"E, 93.09 FEET; THENCE S38°20'20"E, 71.84 FEET; THENCE S45°35'25"E, 70.16 FEET; THENCE S75°28'55"E, 46.02 FEET; THENCE N72°03'10"E, 65.23 FEET TO THE BOUNDARY OF THE OVERLOOK OF STONECREST UNIT 2 - PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 72 THROUGH 74, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: RUN N44°29'39"E, 54.20 FEET; THENCE N21°51'45"E, 155.03 FEET; THENCE N18°31'11"E, 199.21 FEET; THENCE N41°24'00"E, 121.72 FEET; THENCE S82°06'42"E, 130.79 FEET; THENCE N82°05'25"E, 141.21 FEET; THENCE N89°38'13"E, 136.23 FEET TO THE EAST LINE OF AFORESAID SE1/4 OF NE1/4; THENCE ALONG SAID EAST LINE RUN N0°21'47"W, 621.79 FEET TO THE POINT OF BEGINNING.  
(CONTAINING 20.86, ACRES, MORE OR LESS)

A PARCEL OF LAND IN SECTION 36, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY CORNER OF LOT 31, FAIRWAYS OF STONECREST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 8 THROUGH 11, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF FAIRWAYS OF STONECREST WITH THE FOLLOWING COURSES: RUN N16°11'09"W, 108.21 FEET; THENCE N21°40'20"W, 118.53 FEET; THENCE N31°08'13"W, 256.51 FEET; THENCE N20°37'21"W, 140.09 FEET; THENCE N10°38'12"W, 140.15 FEET; THENCE N4°07'59"W, 278.33 FEET; THENCE N0°21'46"W, 317.19 FEET; THENCE N90°00'00"E, 277.45 FEET; THENCE N73°11'58"E, 113.20 FEET; THENCE N34°45'06"E, 115.09 FEET; THENCE N6°11'32"E, 113.34 FEET; THENCE N12°49'02"W, 360.42 FEET TO THE BOUNDARY OF FAIRWAYS OF STONECREST UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 78 THROUGH 80, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: RUN N0°58'09"W, 69.99 FEET; THENCE S89°44'39"W, 4.20 FEET; THENCE N0°21'46"W, 580.00 FEET; THENCE N89°38'14"E, 32.45 FEET; THENCE N88°40'15"E, 70.11 FEET; THENCE N89°55'42"E, 350.00 FEET; THENCE N85°50'34"E, 70.18 FEET; THENCE N89°55'42"E, 140.00 FEET; THENCE S89°43'46"E, 70.00 FEET; THENCE S89°53'29"E, 70.00 FEET; THENCE S85°28'41"E, 68.70 FEET; THENCE S80°25'08"E, 68.85 FEET; THENCE DEPARTING SAID PLATTED BOUNDARY RUN S12°04'36"W, 5.23 FEET; THENCE S75°27'16"E, 68.49 FEET; THENCE S70°31'28"E, 70.11 FEET; THENCE S64°00'44"E, 70.77 FEET; THENCE S65°45'12"E, 54.84 FEET; THENCE S63°55'18"E, 185.00 FEET; THENCE S62°04'01"E, 54.07 FEET; THENCE S68°54'35"E, 54.24 FEET; THENCE S56°00'11"E, 54.24 FEET; THENCE S53°05'48"E, 54.24 FEET; THENCE S50°11'25"E, 54.24 FEET; THENCE S47°17'02"E, 54.24 FEET; THENCE S44°22'39"E, 54.24 FEET; THENCE S41°28'18"E, 30.01 FEET; THENCE S38°46'08"E, 63.46 FEET; THENCE S36°31'54"E, 66.70 FEET; THENCE N72°36'05"E, 92.77 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 292.50 FEET TO WHICH A RADIAL LINE BEARS N72°36'05"E; THENCE RUN SOUTHEASTERLY 86.97 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 17°02'08" TO THE END OF SAID CURVE; THENCE S0°21'47"E, 68.09 FEET; THENCE S89°38'13"W, 92.50 FEET; THENCE S2°43'32"W, 79.07 FEET; THENCE N83°50'53"W, 0.31 FEET; THENCE S36°28'27"W, 61.17 FEET; THENCE S39°39'18"W, 66.45 FEET; THENCE S37°42'28"W, 115.29 FEET; THENCE N82°59'24"W, 120.55 FEET; THENCE N64°24'31"W, 186.37 FEET; THENCE S89°39'49"W, 212.76 FEET; THENCE S28°51'38"W, 76.21 FEET; THENCE S8°05'09"E, 84.85 FEET; THENCE S22°49'57"E, 76.28 FEET; THENCE S48°54'39"E, 140.64 FEET; THENCE S66°55'19"E, 88.95 FEET; THENCE S27°11'59"E, 91.01 FEET; THENCE S66°55'19"E, 103.65 FEET; THENCE N88°58'17"E, 147.16 FEET; THENCE S0°30'17"E, 237.08 FEET; THENCE S45°30'17"E, 99.18 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 145.00 FEET TO WHICH A RADIAL LINE BEARS S62°10'27"E; THENCE RUN SOUTHWESTERLY 111.20 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 43°56'18" TO THE END OF SAID CURVE; SAID POINT BEING ON THE BOUNDARY OF THE ENCLAVE OF STONECREST UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 36 AND 37, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: RUN S71°45'52"W, 32.05 FEET; THENCE N18°14'08"W, 92.50 FEET; THENCE S71°45'52"W, 129.84 FEET TO THE BOUNDARY OF ENCLAVE OF STONECREST UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 137 AND 138, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID PLATTED BOUNDARY RUN N43°57'21"W, 116.38 FEET; THENCE N53°44'10"W, 86.91 FEET; THENCE N64°32'14"W, 147.91 FEET; THENCE N82°25'37"W, 204.71 FEET; THENCE N33°04'42"W, 133.70 FEET; THENCE N24°48'27"W, 70.78 FEET; THENCE N2°47'54"W, 111.48 FEET; THENCE N31°33'54"W, 113.70 FEET; THENCE N48°33'39"W, 223.33 FEET; THENCE S56°42'08"W, 87.73 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 170.00 FEET TO WHICH A RADIAL LINE BEARS S73°03'18"W; THENCE RUN NORTHERLY 101.95 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°25'42" TO THE END OF SAID CURVE; SAID POINT BEING ON THE BOUNDARY OF ENCLAVE OF STONECREST UNIT 4, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 139 THROUGH 141, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: RUN N70°08'57"E, ALONG A NON-TANGENT LINE, 827.75 FEET; THENCE N2°08'18"E, 90.00 FEET; THENCE N18°51'03"W, 154.99 FEET; THENCE N73°22'17"W, 90.81 FEET; THENCE N80°11'35"W, 125.78 FEET; THENCE S86°35'39"W, 357.07 FEET; THENCE S78°26'09"W, 106.70 FEET; THENCE S88°42'24"W, 89.85 FEET; THENCE S24°41'04"W, 55.38 FEET; THENCE S20°08'17"E, 85.43 FEET; THENCE S15°05'44"E, 185.33 FEET; THENCE S7°49'01"E, 67.60 FEET; THENCE S4°39'40"E, 88.12 FEET; THENCE N87°59'23"E, 88.22 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 850.00 FEET TO WHICH A RADIAL LINE BEARS S82°17'51"W; THENCE RUN SOUTHERLY 25.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 2°44'38"; SAID POINT BEING ON THE BOUNDARY OF AFORESAID ENCLAVE OF STONECREST UNIT 3; THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: RUN S87°59'23"W, ALONG A NON-TANGENT LINE, 88.41 FEET; THENCE S5°54'31"E, 92.07 FEET; THENCE S15°52'44"E, 85.33 FEET; THENCE S33°12'45"E, 823.15 FEET; THENCE S53°58'07"E, 126.51 FEET; THENCE S4°28'30"E, 79.61 FEET; THENCE S33°38'29"E, 82.38 FEET; THENCE S81°54'39"E, 54.12 FEET; THENCE S20°18'07"E, 88.30 FEET TO THE BOUNDARY OF AFORESAID ENCLAVE OF STONECREST UNIT 2; THENCE ALONG SAID PLATTED BOUNDARY RUN S89°41'05"W, 8.37 FEET; THENCE S84°18'53"W, 76.18 FEET; THENCE S81°35'29"W, 72.54 FEET TO THE BOUNDARY OF THE ENCLAVE OF STONECREST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 171 THROUGH 173, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID PLATTED BOUNDARY WITH THE FOLLOWING COURSES: RUN N30°22'58"W, 18.27 FEET; THENCE N81°09'51"W, 107.47 FEET; THENCE N78°50'10"W, 68.84 FEET; THENCE N78°50'17"W, 70.01 FEET; THENCE N78°45'04"W, 70.40 FEET; THENCE N78°41'36"W, 75.66 FEET; THENCE N81°42'15"W, 73.18 FEET; THENCE N82°11'34"W, 71.47 FEET; THENCE N82°16'30"W, 76.02 FEET; THENCE N82°10'14"W, 116.10 FEET; THENCE S8°18'33"W, 133.16 FEET; THENCE S6°09'31"E, 80.51 FEET; THENCE S15°53'52"E, 137.17 FEET; THENCE S25°33'58"E, 70.00 FEET; THENCE S24°53'02"E, 77.21 FEET; THENCE S28°15'28"E, 78.00 FEET; THENCE S34°50'56"E, 70.00 FEET; THENCE S38°09'05"E, 100.15 FEET; THENCE S39°02'26"E, 148.71 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 302.80 FEET TO WHICH A RADIAL LINE BEARS N32°28'23"W; THENCE RUN SOUTHWESTERLY 189.81 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 35°11'35" TO THE END OF SAID CURVE; THENCE S15°19'02"W, 18.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY 36.92 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 84°36'35" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 800.00 FEET; THENCE RUN WESTERLY 150.38 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 10°46'07" TO THE END OF SAID CURVE; THENCE S89°09'30"W, 54.83 FEET; TO THE POINT OF BEGINNING.

(CONTAINING 51.15 ACRES MORE OR LESS)

Exhibit "B"

**Legal Description of the Irrigation Wet Well Parcel**

The North 50.00 feet of the East 40.00 feet of Tract D, FLORIDIAN CLUB ESTATES, according to the plat thereof as recorded in Plat Book 1, Pages 106 through 111, inclusive, of the Public Records of Marion County, Florida, as shown on the attached sketch.

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by several loops and a final flourish.



Exhibit "C"

**Sketch of Reclaimed Water Transmission Line Easement Parcel  
including designation of Point of Delivery**

See attached sketch consisting of one page

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines.



## **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 Agreement For Purchase and Sale ("Exhibit D"), pursuant to Section 367.071(2), Florida Statutes, Steeplechase Utility Company, Inc. 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 Steeplechase Utility Company, Inc., so there are no entities 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.

The proposed net book values are attached as Appendix H-1.

Steeplechase Utility Company, Inc.  
Schedule of Net Book Value  
As of December 29, 2000

Plant in Service:

|            |                  |           |
|------------|------------------|-----------|
| Water      | 926,164          |           |
| Wastewater | <u>1,006,998</u> | 1,933,162 |

Reserve for Depreciation:

|            |                  |                  |
|------------|------------------|------------------|
| Water      | (211,346)        |                  |
| Wastewater | <u>(279,372)</u> | <u>(490,718)</u> |

Net Plant 1,442,444

CIAC:

|            |                  |             |
|------------|------------------|-------------|
| Water      | (636,935)        |             |
| Wastewater | <u>(740,397)</u> | (1,377,332) |

CIAC Amortization

|            |                |                |
|------------|----------------|----------------|
| Water      | 100,422        |                |
| Wastewater | <u>146,869</u> | <u>247,291</u> |

Total Net Book Value 312,403

Steeplechase Utility Company, Inc.  
Schedule of Water Net Book Value  
As of December 29, 2000

| <u>Account</u> | <u>Description</u>              | <u>Balance</u>   |
|----------------|---------------------------------|------------------|
| 301            | Organization                    | \$681            |
| 303            | Land & Land Rights              | 91,417           |
| 304            | Structures & Improvements       | 18,018           |
| 307            | Wells & Springs                 | 88,161           |
| 309            | Supply Mains                    | 537              |
| 310            | Power Generating Equipment      | 38,675           |
| 311            | Pumping Equipment               | 58,093           |
| 320            | Water Treatment Equipment       | 18,083           |
| 330            | Distribution Resr. & Standpipes | 95,781           |
| 331            | T & D Mains                     | 333,454          |
| 333            | Services                        | 51,786           |
| 334            | Meters & Installations          | 67,156           |
| 335            | Hydrants                        | 32,790           |
| 339            | Other Misc. Equipment           | 4,323            |
| 340            | Office Furniture & Equipment    | 2,269            |
| 345            | Power Operated Equipment        | <u>24,940</u>    |
|                | Total Plant in Service          | 926,164          |
| 108            | Reserve for Depreciation        | <u>(211,346)</u> |
|                | Net Water Plant                 | 714,818          |
| 271            | CIAC                            | (636,935)        |
| 272            | Accm. Amortization              | <u>100,422</u>   |
|                | Net Book Value - Water          | \$178,305        |

Steeplechase Utility Company, Inc.  
Schedule of Wastewater Net Book Value  
As of December 29, 2000

| <u>Account</u> | <u>Description</u>             |                  |
|----------------|--------------------------------|------------------|
| 353            | Land & Land Rights             | \$308,583        |
| 354            | Structures & Improvements      | 40,942           |
| 360            | Collection Sewers- Force       | 84,568           |
| 361            | Collection Sewers- Gravity     | 200,222          |
| 362            | Special Collection Structures  | 109              |
| 363            | Services                       | 46,499           |
| 364            | Flow Measuring Devices         | 5,108            |
| 365            | Flow Measuring Installations   | 8,340            |
| 370            | Lift Stations                  | 8,697            |
| 371            | Pumping Equipment              | 4,158            |
| 380            | Treatment & Disposal Equipment | 284,210          |
| 381            | Plant Sewers                   | 11,494           |
| 390            | Office Furniture & Equipment   | <u>4,068</u>     |
|                | Total Plant in Service         | 1,006,998        |
| 108            | Reserve for Depreciation       | <u>(279,372)</u> |
|                | Net Wastewater Plant           | 727,626          |
| 271            | CIAC                           | (740,397)        |
| 272            | Accm. Amortization             | <u>146,869</u>   |
|                | Net Book Value - Wastewater    | \$134,098        |

## 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.

Florida Water Services is not requesting an acquisition adjustment in this Application and is not requesting the Commission to establish rate base for the Steeplechase system in this 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 Hall Robertson, 11053 S. E. 174<sup>th</sup> Loop, Summerfield, FL 34491. Mr. Hall's phone number is (352) 307-1033.

## 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 Services has copies of the 1998 and 1999 Federal income tax returns filed by Steeplechase Utility Company, Inc.

## Exhibit I

**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 and wastewater treatment plants and effluent disposal facilities were found to be satisfactory, but in need of some maintenance. The system at this time, is in general compliance with DEP and SJRWMD requirements.

## 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.

TO BE FILED AS A LATE EXHIBIT

## 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.

TO BE FILED AS A LATE EXHIBIT

## 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.

TO BE FILED AS A LATE 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.

Attached as Appendix P-1 is a copy of the Warranty Deed transferring the water and wastewater treatment plant parcels from Stonecrest of Marion County, Ltd. to Florida Water Services Corp. The original Warranty Deed is at the office of the Marion County Clerk for recording in the Public Records of Marion County.

This instrument was prepared by:  
John P. McKeever, Esquire  
John P. McKeever, P.A.  
500 N.E. 8th Avenue  
Ocala, Florida 34470  
(352) 732-5110

Property Appraiser's Parcel  
Identification #: \_\_\_\_\_

**WARRANTY DEED**

THIS WARRANTY DEED made and executed this 29 day of December, 2000, by **STONECREST OF MARION COUNTY, LTD.**, a Florida Limited Partnership, hereinafter called the Grantor, whose address is 11053 SW 174th Loop, Summerfield, Florida, 34491 to **FLORIDA WATER SERVICES CORPORATION**, a Florida corporation, whose address is 1000 Color Place, Apopka, Florida, 32703, hereinafter called the Grantee:

**W I T N E S S E T H :**

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantees, all that certain land situate in Marion County, Florida, and more particularly described on Exhibit "A", attached hereto and incorporated herein.

**SUBJECT**, however, to those matters set forth in Exhibit "B", attached hereto and incorporated herein.

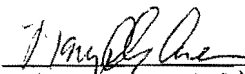
**TOGETHER** with all improvements thereon and all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


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

**AND** the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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

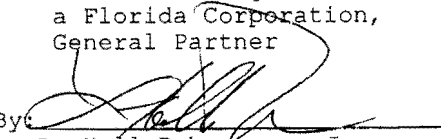
Signed, sealed and delivered in  
the presence of:

  
Print Name: STONECREST OF MARION COUNTY, LTD.

  
Print Name: JOHN P. MCKEEVER

STONECREST OF MARION COUNTY,  
LTD.

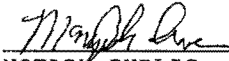
By: Stonecrest Management, Inc.,  
a Florida Corporation,  
General Partner

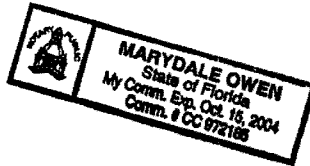
  
By: L. Hall Robertson, Jr.,  
President



STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 29th day of December, 2000, by L. HALL ROBERTSON, JR., as President of Stonecrest Management, Inc. ~~the General Partner of Stonecrest of Marion County, Ltd. who is personally known to me~~ or who has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC



Schedule A

Parcel A / Waste Water Treatment Plant:

Tract "D", FLORIDIAN CLUB ESTATES, as per plat thereof recorded in Plat Book 1, Pages 106 through 111, Public Records of Marion County, Florida.

Parcel B / Water Treatment Plant:

A portion of land lying in Section 36, Township 17 South, Range 23 East, Marion County, Florida, described as follows: Begin at the SW corner of Lot 6, Block C, FAIRWAYS OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 8 through 11, Public Records of Marion County, Florida; thence run S.89°55'42"W., along the North line of said Block C, a distance of 300.00 feet to the NW corner of Lot 2, of Block C; thence run N.04°55'57"W. a distance of 320.46 feet; thence N.89°38'14"E. a distance of 325.53 feet to the West line of Block A, of FAIRWAYS OF STONECREST UNIT 2, as per plat thereof recorded in Plat Book 4, Pages 78 through 81, Public Records of Marion County, Florida; thence run S.00°21'46"E., along said West line of Block A and the West line of above said Lot 6, a distance of 320.97 feet to the Point of Beginning.

LESS AND EXCEPT: A tract of land lying in Section 36, Township 17 South, Range 23 East, described as beginning at the most Westerly corner of Lot 5, Block C, FAIRWAYS OF STONECREST, as per plat thereof recorded in Plat Book 3, Pages 8 through 11, Public Records of Marion County, Florida; thence N.89°55'42"E., along the North line of said Lot 5, a distance of 69.96 feet; thence N.00°20'46"W., along the West line of Lot 6, Block C, of said plat, a distance of 7.20 feet; thence departing said West line run S.84°02'56"W. 70.28 feet to the Point of Beginning.

**EXHIBIT "B" TO WARRANTY DEED  
FROM STONECREST OF MARION COUNTY, LTD.  
TO FLORIDA WATER SERVICES CORPORATION**

1. Ad Valorem taxes for the year 2001.
2. Amended and Restated Declaration of Covenants, Conditions and Restrictions as shown in Official Records Book 2192, Page 1, of the Public Records of Marion County, Florida, as amended and supplemented by First Amendment in Official Records Book 2268, Page 1045, of the Public Records of Marion County, Florida; First Supplemental Declaration in Official Records Book 2268, Page 1076, of the Public Records of Marion County, Florida; Second Supplemental Declaration in Official Records Book 2339, Page 1099, of the Public Records of Marion County, Florida; Third Supplemental Declaration in Official Records Book 2388, Page 1628, of the Public Records of Marion County, Florida; Fourth Supplemental Declaration in Official Records Book 2525, Page 1028, of the Public Records of Marion County, Florida; Fifth Supplemental Declaration in Official Records Book 2637, Page 1708, of the Public Records of Marion County, Florida; and Sixth Supplemental Declaration in Official Records Book 2674, Page 157, of the Public Records of Marion County, Florida.
3. Development Order described in Notice recorded in Official Records Book 1746, Page 0717, as Amended by document recorded in Official Records Book 2095, Page 0636, as further Amended as shown in Notice recorded in Official Records Book 2134, Page 1777, and Notice recorded in Official Records Book 2665, Page 350, of the Public Records of Marion 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. Sample tariff(s) are attached.**

Please see attached Appendix Q-1. These tariff sheets reflect all new tariff sheets and the necessary revised tariff sheets arising out of the purchase of Steeplechase Utility Company, Inc. Florida Water notes that the tariff sheets include revised tariff sheets that assume approval of the previously numbered revised version of such tariff sheets in the Florida Water/Spruce Creek Joint Application for Transfer of Facilities and Joint Petition for Approval of Ancillary Agreements filed in Docket No. 001122-WS. For example, the last approved version of Sheet No. 1.11 in Volume I, Section II of Florida Water's Water Tariff Book is the 3<sup>rd</sup> Revised Sheet. The 4<sup>th</sup> Revised Version of Sheet No. 1.11 was created and filed with the Florida Water/Spruce Creek Joint Petition in Docket No. 001122-WS. The 5<sup>th</sup> Revised Version of Sheet No. 1.11 was created for the current Steeplechase Utility Company, Inc. filing and is filed herewith.

INDEX OF TERRITORY SERVED (Cont.)

|                                        | <u>Sheet Number</u> |
|----------------------------------------|---------------------|
| <b>Marion County</b>                   |                     |
| <b>Territory Served</b> .....          | 14.0                |
| <b>Communities Served</b> .....        | 14.1                |
| <b>Description of Territory Served</b> |                     |
| Citrus Park .....                      | 14.2                |
| Marion Oaks .....                      | 14.3                |
| Salt Springs .....                     | 14.5                |
| Samira Villas .....                    | 14.6                |
| Stonecrest .....                       | 14.7                |
| <b>Marion/Sumter County</b>            |                     |
| <b>Territory Served</b> .....          | 14.50               |
| <b>Communities Served</b> .....        | 14.51               |
| <b>Description of Territory Served</b> |                     |
| Spruce Creek .....                     | 14.52               |
| <b>Martin County</b>                   |                     |
| <b>Territory Served</b> .....          | 15.0                |
| <b>Communities Served</b> .....        | 15.1                |
| <b>Description of Territory Served</b> |                     |
| Fisherman's Haven .....                | 15.2                |
| Fox Run .....                          | 15.3                |
| Leilani Heights .....                  | 15.4                |
| <b>Nassau County</b>                   |                     |
| <b>Territory Served</b> .....          | 16.0                |
| <b>Communities Served</b> .....        | 16.1                |
| <b>Description of Territory Served</b> |                     |
| Amelia Island .....                    | 16.2                |
| <b>Orange County</b>                   |                     |
| <b>Territory Served</b> .....          | 17.0                |
| <b>Communities Served</b> .....        | 17.1                |
| <b>Description of Territory Served</b> |                     |
| Druid Hills .....                      | 17.3                |
| Tangerine .....                        | 17.4                |

Effective Date:

By:

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

SUMMARY OF TERRITORY SERVED (Cont.)

| <u>Plant Name</u>     | <u>County Name</u> | <u>Cert. No.</u> | <u>Order No.</u>   | <u>Order Issued</u> | <u>Docket Number</u> | <u>Filing Type</u>    |
|-----------------------|--------------------|------------------|--------------------|---------------------|----------------------|-----------------------|
| Spring Hill           | Hernando           | 046-W            | 1182               | 09/27/94            | 930758-WS            | Additional Territory  |
| Spring Hill           | Hernando           | 046-W            | 0425               | 05/28/92            | 920078-WU            | Additional Territory  |
| Spring Hill           | Hernando           | 046-W            | 25575              | 01/07/92            | 910662-WS            | Corp. Reorg.          |
| Spring Hill Utilities | Hernando           | 046-W            | 22307              | 12/12/89            | 881501-WS            | Trnsfr. Org. Control  |
| Spring Hill Utilities | Hernando           | 046-W            | 21198              | 05/08/89            | 881183-WS            | Territory Amend.      |
| Spring Hill Utilities | Hernando           | 046-W            | 18005              | 08/14/87            | 870874-WS            | Additional Territory  |
| Spring Hill Utilities | Hernando           | 046-W            | 9377               | 05/21/80            | 790324-WS(TC)        | Trnsfr to Subsidiary  |
| Spring Hill Utilities | Hernando           | 046-W            | 4914-A             | 09/16/70            | 69394-W              | Correction            |
| Spring Hill Utilities | Hernando           | 046-W            | 4914               | 07/09/70            | 69394-W              | Original Certificate  |
| Spruce Creek          | Marion/Sumter      | 511-W            | PSC-98-1208-FOF-WS | 09/09/98            | 980238-WS            | Transfer              |
| Spruce Creek          | Marion/Sumter      | 511-W            | PSC-98-0380-FOF-WS | 03/10/98            | 971404-WS            | Territory Amend.      |
| Spruce Creek          | Marion/Sumter      | 511-W            | PSC-96-1484-FOF-WS | 12/04/96            | 960134-WS            | Amend. & Consolid.    |
| Spruce Creek          | Marion/Sumter      | 511-W            | PSC-96-1105-FOF-WS | 08/29/96            | 960699-WS            | Territory Amend.      |
| Spruce Creek          | Marion/Sumter      | 511-W            | PSC-96-0958-FOF-WS | 07/24/96            | 960380-WS            | Territory Amend.      |
| Spruce Creek          | Marion/Sumter      | 511-W            | PSC-95-1226-FOF-WU | 10/03/95            | 950713-WU            | Name Change           |
| Spruce Creek          | Marion/Sumter      | 511-W            | 20933              | 03/24/89            | 881597-WS            | Original              |
| St. Johns Highlands   | Putnam             | 076-W            | 14059              | 02/05/85            | 840359-WS            | Trnsfr; Add'l. Terr.  |
| Stone Mountain        | Lake               | 106-W            | 15295              | 10/25/85            | 850695-WU            | Additional Territory  |
| Stonecrest            | Marion             | 515-W            | PSC-97-1508-FOF-WS | 11/26/97            | 970897-WS            | Amendment             |
| Stonecrest            | Marion             | 515-W            | 21063              | 04/18/89            | 890145-WS            | Original Certificate  |
| Sugar Mill            | Volusia            | 238-W            | 19841              | 08/22/88            | 870936-WS            | Transfer              |
| Sugarmill Woods       | Citrus             | 189-W            | 1309               | 09/09/93            | 930147-WS            | Additional Territory  |
| Sugarmill Woods       | Citrus             | 189-W            | 21631-A            | 11/14/89            | 881339-WS            | Correctn; Add'l Terr. |
| Sugarmill Woods       | Citrus             | 189-W            | 21631              | 08/02/89            | 881339-WS            | Trnsfr; Add'l. Terr.  |
| Sugarmill Woods       | Citrus             | 187-W            | 20931              | 03/24/89            | 881347-WS            | Additional Territory  |
| Sunny Hills           | Washington         | 501-W            | 25575              | 01/07/92            | 910662-WS            | Corp. Reorg.          |
| Sunny Hills Utilities | Washington         | 501-W            | 22307              | 12/12/89            | 881501-WS            | Trnsfr. Org. Control  |
| Sunny Hills Utilities | Washington         | 501-W            | 18902              | 02/22/88            | 870984-WS            | Original Certificate  |
| Sunshine Parkway      | Lake               | 106-W            | 0569               | 05/08/95            | 950163-WS            | Additional Territory  |
| Sunshine Parkway      | Lake               | 106-W            | 1150               | 08/09/93            | 930129-WU            | Additional Territory  |
| Sunshine Parkway      | Lake               | 106-W            | 17180              | 02/11/87            | 861177-WS            | Trnsfr; Add'l. Terr.  |

Effective Date:

By:



Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

SUMMARY OF TERRITORY SERVED (Cont.)

| <u>Plant Name</u> | <u>County Name</u> | <u>Cert. No.</u> | <u>Order No.</u> | <u>Order Issued</u> | <u>Docket Number</u> | <u>Filing Type</u>     |
|-------------------|--------------------|------------------|------------------|---------------------|----------------------|------------------------|
| Tangerine         | Orange             | 096-W            | 9568             | 09/26/80            | 800048-W (EX)        | Extension of Cert.     |
| Tangerine         | Orange             | 096-W            | 5446             | 06/08/72            | 71559-W              | Original Certificate   |
| Tomoka            | Volusia            | 238-W            | 5397             | 05/02/72            | 71583-W              | Original Certificate   |
| Tropical Park     | Osceola            | 066-W            | 1427             | 11/21/94            | 930437-WU            | Additional Territory   |
| Tropical Park     | Osceola            | 066-W            | 9883             | 03/17/81            | 790097-W(TC)         | Trnsfr; Add'l. Terr.   |
| Valencia Terrace  | Lake               | 106-W            | 0268             | 02/28/95            | 940091-WS            | Trnsfr; Add'l. Terr.   |
| Venetian Village  | Lake               | 106-W            | 1150             | 08/09/93            | 930129-WU            | Additional Territory   |
| Venetian Village  | Lake               | 106-W            | 10109-A          | 07/31/81            | 800636-WS(MC)        | Correctn; Add'l. Terr. |
| Venetian Village  | Lake               | 106-W            | 10109            | 06/29/81            | 800636-WS(TC)        | Transfer               |
| Welaka            | Putnam             | 076-W            | 13519            | 07/17/84            | 840023-WU            | Trnsfr; Add'l. Terr.   |
| Western Shores    | Lake               | 106-W            | 0754-A           | 06/07/93            | 921044-WU            | Correction             |
| Western Shores    | Lake               | 106-W            | 0754             | 05/18/93            | 921044-WU            | Additional Territory   |
| Western Shores    | Lake               | 106-W            | 9688             | 12/10/80            | 791043-W(TC)         | Supplement Order       |
| Western Shores    | Lake               | 106-W            | 9483             | 08/05/80            | 791043-W             | Trnsfr; Add'l. Terr.   |
| Windsong          | Osceola            | 066-W            | 17031            | 12/30/86            | 860043-WU            | Trnsfr; Add'l. Terr.   |
| Woodmere          | Duval              | 177-W            | 9909             | 03/31/81            | 810029-WS(TC)        | Transfer               |
| Wootens           | Putnam             | 076-W            | 1293             | 09/07/93            | 930443-WS            | Additional Territory   |
| Wootens           | Putnam             | 076-W            | 13519            | 07/17/84            | 840023-WU            | Trnsfr; Add'l. Terr.   |
| Zephyr Shores     | Pasco              | 209-W            | 18243            | 10/05/87            | 870572-WS            | Transfer               |

Effective Date:

By:



Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

**SUMMARY OF COMMUNITIES SERVED (Cont.)**

| <u>Plant Name</u>   | <u>County Name</u> | <u>Development Name</u>          |
|---------------------|--------------------|----------------------------------|
| Salt Springs        | Marion             | American Resort                  |
| Salt Springs        | Marion             | Salt Springs                     |
| Samira Villas       | Marion             | Samira Villas                    |
| Saratoga Harbour    | Putnam             | Saratoga Harbour                 |
| Silver Lake Estates | Lake               | Scottish Highland                |
| Silver Lake Estates | Lake               | Silver Lake Estates              |
| Silver Lake Oaks    | Putnam             | Silver Lake Oaks                 |
| Skycrest            | Lake               | Skycrest                         |
| Spring Gardens      | Citrus             | Spring Gardens                   |
| Spring Hill         | Hernando           | Preston Hollow                   |
| Spring Hill         | Hernando           | Spring Hill                      |
| Spring Hill         | Hernando           | Timber Ridge                     |
| Spruce Creek        | Marion             | Spruce Creek Golf & Country Club |
| Spruce Creek        | Marion             | Spruce Creek Preserve            |
| Spruce Creek        | Marion             | Spruce Creek South               |
| Spruce Creek        | Sumter             | Spruce Creek South               |
| St. Johns Highlands | Putnam             | St. Johns Highlands              |
| Stone Mountain      | Lake               | Stone Mountain                   |
| Stonecrest          | Marion             | Stonecrest                       |
| Sugar Mill          | Volusia            | Sugar Mill                       |
| Sugarmill Woods     | Citrus             | Sugarmill Woods                  |
| Sunny Hills         | Washington         | Sunny Hills                      |
| Sunshine Parkway    | Lake               | Sunshine Parkway                 |
| Tangerine           | Orange             | Tangerine                        |
| Tomoka              | Volusia            | Tanglewood Forest                |
| Tomoka              | Volusia            | Tomoka View                      |
| Tomoka              | Volusia            | Twin River Estates               |
| Tropical Park       | Osceola            | Tropical Park                    |
| Valencia Terrace    | Lake               | Valencia Terrace                 |
| Venetian Village    | Lake               | Venetian Village                 |

**Effective Date:**

**By:**



**Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs**



MARION COUNTY

Territory Served

| <u>Plant Name</u>     | <u>Cert. No.</u> | <u>Order No.</u>   | <u>Order Issued</u> | <u>Docket Number</u> | <u>Filing Type</u>   |
|-----------------------|------------------|--------------------|---------------------|----------------------|----------------------|
| Citrus Park           | 373-W            | 16108              | 05/13/86            | 850976-WS            | Transfer             |
| Marion Oaks           | 373-W            | PSC-99-2191-FOF-WS | 11/08/99            | 980467-WS            | Additional Territory |
| Marion Oaks           | 373-W            | PSC-99-1915-FOF-WS | 09/27/99            | 980467-WS            | Additional Territory |
| Marion Oaks           | 373-W            | 25575              | 01/07/92            | 910662-WS            | Corp. Reorg.         |
| Marion Oaks Utilities | 379-W            | 22307              | 12/12/89            | 881501-WS            | Trnsfr. Org. Control |
| Marion Oaks Utilities | 379-W            | 15878              | 03/24/86            | 860215-WU            | Additional Territory |
| Marion Oaks Utilities | 379-W            | 11474              | 12/29/82            | 820424-WS            | Original Certificate |
| Salt Springs          | 373-W            | PSC-93-1314-FOF-WS | 09/09/93            | 930412-WS            | Additional Territory |
| Salt Springs          | 373-W            | 16108              | 05/13/86            | 850976-WS            | Transfer             |
| Samira Villas         | 373-W            | 22968              | 05/22/90            | 891318-WU            | Transfer             |
| Stonecrest            | 515-W            | PSC-97-1508-FOF-WS | 11/26/97            | 970897-WS            | Amendment            |
| Stonecrest            | 515-W            | 21063              | 04/18/89            | 890145-WS            | Original Certificate |

Effective Date:

By:



Forrest L. Ludsen, Senior Vice President  
 Rates & Regulatory Affairs

**MARION COUNTY**

**Communities Served**

**Plant  
Name**

**Development  
Name**

Citrus Park  
Citrus Park  
Citrus Park

Citrus Park  
Courtney Plaza  
Shadow Wood

Marion Oaks

Marion Oaks

Salt Springs  
Salt Springs

American Resort  
Salt Springs

Samira Villas

Samira Villas

Stonecrest

Stonecrest

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Effective Date:

By:



**Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs**

**MARION COUNTY**

**Description Of Territory Served**

**STONECREST**

**Township 17 South, Range 23 East**

Section 25

The South 1,650 feet of the West 660 feet.

Section 26

The South 1,683 feet of the East 412.5 feet.

Section 35

The East  $\frac{1}{2}$ , less that portion lying South and West of U.S. Highway 27 and 441.

Section 36

All of Section 36, less the East 880 feet of the North 1,980 feet of the Northwest  $\frac{1}{4}$ , and less the East 264 feet of the North 594 feet of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , and less all of that portion lying South and West of U.S. Highway 27 and 441.

**Township 17 South, Range 24 East**

Section 31

The South  $\frac{3}{4}$  of the Southwest  $\frac{1}{4}$  and the West  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ .

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Effective Date:

By:



Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

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**RULES AND REGULATIONS (Cont.)**

*(Continued from Section III Sheet No. 3.6)*

- 35.0 **ADDITIONAL DEPOSIT** - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills. The Company shall provide the Customer with reasonable written notice of such deposit of not less than 30 days, such request or notice being separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the Customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.
- 36.0 **INTEREST ON DEPOSIT** - The Company shall pay interest at a rate of 6% per annum (8% for Spruce Creek in Marion/Sumter County and Stonecrest in Marion County) on Customer deposits pursuant to Rule 25-30.311(4), Florida Administrative Code. The Company shall pay interest at a rate of 7% per annum (9% for Spruce Creek in Marion/Sumter County and Stonecrest in Marion County) on deposits of non-residential customers qualifying under Rule No. 37.0 below when the Company elects not to refund such a deposit after 23 months. The deposit interest shall be simple interest in all cases, and payment of interest shall be made once each year as a credit on regular bills or, when service is discontinued, as a credit on final bills. No Customer depositor will receive interest on his or her deposit until and unless a Customer relationship and the deposit have been in existence for a continuous period of six (6) months. At such time, the Customer depositor shall be entitled to receive interest from the day of the commencement of the Customer relationship and the placement of the deposit.
- 37.0 **REFUND OF DEPOSIT** - Pursuant to Rule 25-30.311(5), Florida Administrative Code, after a Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the residential Customers' deposits and shall, at its option, either refund or pay the higher rate of interest specified above in Rule No. 36.0 for non-residential deposits, providing the Customer has not, in the preceding 12 months:
- (a) made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
  - (b) paid with a check refused by a bank,
  - (c) been disconnected for non-payment,
  - (d) at any time, tampered with the meter, or
  - (e) at any time, used service in a fraudulent or unauthorized manner.

Nothing in this rule shall prohibit the Company from refunding at any time a Customer's deposit with any accrued interest.

Pursuant to Rule 25-30.311(6), Florida Administrative Code, upon termination of service, any remaining deposit and accrued interest may be credited against the final account, and the balance, if any, shall be returned to the Customer no later than fifteen (15) days after service is discontinued.

*(Continued to Section III Sheet No. 3.8)*

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Effective Date:

By:

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

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INDEX OF SERVICE AVAILABILITY (Cont.)

|                                                                                         | <u>Sheet Number</u> |
|-----------------------------------------------------------------------------------------|---------------------|
| VII. <b>Special Conditions</b>                                                          |                     |
| 1. Refundable Advances .....                                                            | 3.9                 |
| 2. Topeka-Deltona Agreement .....                                                       | 3.10                |
| 3. Deferring or Waiving Service Availability Policies and Charges .....                 | 3.10                |
| VIII. <b>Service Availability Policy For Buenaventura Lakes In Osceola County</b> ..... | 3.10                |
| IX. <b>Service Availability Policy for Spruce Creek in Marion/Sumter County</b> .....   | 3.10                |
| X. <b>Service Availability Policy for Stonecrest in Marion County</b> .....             | 3.10                |
| <b>Table of Daily Flows</b> .....                                                       | 4.0                 |
| <b>Table of Daily Flows for Deep Creek in Charlotte County</b> .....                    | 4.1                 |

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Effective Date:

By:



Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

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**SERVICE AVAILABILITY POLICY (Cont.)**

(Continued from Section IV Sheet No. 3.9)

2. **Topeka-Deltona Agreement** Agreements between the Company, Deltona Corporation and the Topeka Group set forth certain responsibilities of these parties for funding construction costs related to extending water mains to serve certain lots sold by Deltona Corporation. A copy of the development agreement between Deltona Corporation and the Company is on file at the local utility office and may be examined by any interested Applicant during regular business hours. Provisions of this agreement are outlined above in Sub-section IV - SPECIAL PROVISIONS.
3. **Deferring or Waiving Service Availability Policies and Charges** If allowed by the Commission, the Company may defer or waive, with or without conditions, all or portions of its service availability charges and service availability policies for a prospective customer or group of customers in cases where exceptional circumstances exist. Exceptional circumstances are evaluated on a case-by-case basis. By Order No. PSC-97-0932-S-WS, issued August 5, 1997, in Docket No. 960907-WS, the Commission agreed exceptional circumstances existed as to the current connections within the Burnt Store Colony mobile home park in Charlotte County and that plant capacity charges were appropriately waived where: (1) the park's treatment plant failed, (2) the park's distribution facilities were transferred to the Company and the value thereof booked as contributions, (3) the park paid for the interconnection to the Company's existing lines, (4) the park retained ownership of and dismantled its treatment plant, (5) the Company had sufficient existing supply and treatment capacity to serve the park, and (6) the Company's existing customer base would benefit from the transaction with the park.

VIII. **SERVICE AVAILABILITY POLICY FOR BUENAVENTURA LAKES IN OSCEOLA COUNTY**

The Utility provides all facilities employed to make its water service available to lots within the Buenaventura Lakes certificated territory. Service to each specific lot will be initiated upon the payment of a water system capacity fee, a water meter installation fee, and the posting of authorized deposits, all of which are specified in the Utility's tariff sheets for Service Availability Charges.

IX. **SERVICE AVAILABILITY POLICY FOR SPRUCE CREEK IN MARION/SUMTER COUNTY**

Transmission and distribution lines, as well as the water treatment plant, are installed and constructed by the Utility. The Utility collects a plant capacity charge and a main extension charge as shown in Section VI, Sheet No. 3.6 when water service is requested.

X. **SERVICE AVAILABILITY POLICY FOR STONECREST IN MARION COUNTY**

The Utility will provide service to any customer within its certificated territory requesting same upon application or execution of a developer agreement and payment of the required meter installation charge and system capacity charges as listed in Section VI, Sheet No. 3.7 of this tariff, and compliance with such other requirements as may be appropriate under the provisions of the Utility's tariff and the rules or statutes of the Florida Public Service Commission.

The utility will install all plant and lines receiving no property contributions.

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Effective Date:

By:

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

INDEX OF RATE SCHEDULES

| <u>Plant</u>                    | <u>County</u> | <u>Schedules</u> | <u>Sheet No.'s</u> |
|---------------------------------|---------------|------------------|--------------------|
| Remington Forest                | St. Johns     | RG, MF, PF       | 75.0 - 75.3        |
| River Grove                     | Putnam        | RG, MF, PF       | 76.0 - 76.3        |
| Rosemont/Rolling Green          | Citrus        | RG, MF, PF       | 77.0 - 77.3        |
| Salt Springs                    | Marion        | RG, MF, PF       | 78.0 - 78.3        |
| Samira Villas                   | Marion        | RG, MF, PF       | 79.0 - 79.3        |
| Silver Lake Est./Western Shores | Lake          | RG, MF, PF       | 80.0 - 80.3        |
| Silver Lake Oaks                | Putnam        | RG, MF, PF       | 81.0 - 81.3        |
| Skycrest                        | Lake          | RG, MF, PF       | 82.0 - 82.3        |
| Spring Gardens                  | Citrus        | RG, MF, PF       | 83.0 - 83.3        |
| Spruce Creek                    | Marion/Sumter | RG, MF, RI       | 84.0 - 84.3        |
| St. Johns Highlands             | Putnam        | RG, MF, PF       | 85.0 - 85.3        |
| Stone Mountain                  | Lake          | RG, MF, PF       | 86.0 - 86.3        |
| Stonecrest                      | Marion        | RG, MF           | 86.50 - 86.51      |
| Sugar Mill                      | Volusia       | RG, MF, PF       | 87.0 - 87.3        |
| Sugarmill Woods                 | Citrus        | RG, MF, PF       | 88.0 - 88.3        |
| Sunny Hills                     | Washington    | RG, MF, PF       | 89.0 - 89.3        |
| Sunshine Parkway                | Lake          | GS, PF           | 90.0 - 90.3        |
| Tangerine                       | Orange        | RG, MF, PF       | 90.50 - 90.53      |
| Tomoka                          | Volusia       | RG, MF, PF       | 90.60 - 90.63      |
| Tropical Park                   | Osceola       | RG, MF, PF       | 91.0 - 91.3        |
| Valencia Terrace                | Lake          | RG, MF, PF       | 93.0 - 93.3        |
| Venetian Village                | Lake          | RG, MF, PF       | 94.0 - 94.3        |
| Welaka/Saratoga Harbour         | Putnam        | RG, MF, PF       | 95.0 - 95.3        |
| Windsong                        | Osceola       | RG, MF, PF       | 97.0 - 97.3        |
| Woodmere                        | Duval         | RG, MF, PF       | 98.0 - 98.3        |
| Wootens                         | Putnam        | RG, MF, PF       | 99.0 - 99.3        |
| Zephyr Shores                   | Pasco         | RG, MF, PF       | 100.0 - 100.3      |

Effective Date:

By:



Forrest L. Ludsen, Senior Vice President  
 Rates & Regulatory Affairs

**RATE SCHEDULE: STONECREST - RG & MF**  
**RESIDENTIAL, GENERAL & MULTI-FAMILY MASTER METER SERVICES**

**AVAILABILITY:**

Available throughout the area served by the following plant:

| <u>Plant</u> | <u>County</u> | <u>Previous Sheet No.</u> | <u>Previous Effective Date</u> | <u>Previous Order No.</u> |
|--------------|---------------|---------------------------|--------------------------------|---------------------------|
| STONECREST   | MARION        | N/A                       | N/A                            | N/A                       |

**APPLICABILITY:**

To any Customers for which no other rate schedule applies.

**LIMITATIONS:**

Subject to all of the Company's Rules and Regulations of this tariff, all applicable service agreement conditions, and all applicable riders.

All the rates, conditions and regulations referred to herein are subject to approval, amendment and change by any regulatory body having jurisdiction thereof.

**TERMS OF PAYMENT:**

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.


**TYPE OF FILING:**

Filing Description: Application for Certificate Transfer  
Rate Description: Authorized Rates from 1998 Price Index and Pass-Through  
Filing Date: January 29, 2001  
Authority No.: Refer to stamp on reverse side  
Docket No.:  
Order No.:  
Order Date:

**NOTES:**

Effective Date: June 30, 1998

By: \_\_\_\_\_

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs



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**RATE SCHEDULE: STONECREST - RG & MF**  
**RESIDENTIAL, GENERAL & MULTI-FAMILY MASTER METER SERVICES**

**BILLING PERIOD:**

Monthly billing cycle.

**RATE:**

**Base Facility Charge:**

| <u>Meter Size</u> | <u>Charge Per Billing Period</u> |
|-------------------|----------------------------------|
| 5/8" x 3/4"       | \$6.36                           |
| 3/4"              | \$9.55                           |
| 1"                | \$15.91                          |
| 1-1/2"            | \$31.81                          |
| 2"                | \$50.89                          |
| 3"                | \$101.78                         |
| 4"                | \$159.03                         |
| 6"                | \$318.06                         |
| 8"                | \$508.90                         |

**Gallonage Charge:**

All Gallonage \$0.77 per 1,000 gallons

**Minimum Charge:**

Base Facility Charge

**Utility Tax Rider:**

See Section VII

**OTHER CHARGES:**

|                                                              |                 |
|--------------------------------------------------------------|-----------------|
| <b>Allowance For Funds Prudently Invested (AFPI) Charges</b> | See Section VI  |
| <b>Customer Deposits</b>                                     | See Section VII |
| <b>Meter Test Deposits</b>                                   | See Section VII |
| <b>Miscellaneous Service Charges</b>                         | See Section VII |
| <b>Service Availability Charges</b>                          | See Section VI  |

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Effective Date: June 30, 1998

By: \_\_\_\_\_

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

INDEX OF SERVICE AVAILABILITY CHARGES (Cont.)

|                                                                        | <u>Sheet Number</u> |
|------------------------------------------------------------------------|---------------------|
| Main Extension Charge .....                                            | 3.0                 |
| Meter Installation Charge .....                                        | 3.0                 |
| Stand Alone Backflow Prevention Device .....                           | 3.0                 |
| Service Installation Charge .....                                      | 3.0                 |
| Plant Capacity Charge .....                                            | 3.0                 |
| List of Plants .....                                                   | 3.1                 |
| Service Availability Charges for Tangerine in Orange County .....      | 3.5                 |
| Service Availability Charges for Spruce Creek in Marion/Sumter Co. ... | 3.6                 |
| Service Availability Charges for Stonecrest in Marion County. ....     | 3.7                 |

---

Effective Date:

By:



Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

**SERVICE AVAILABILITY CHARGES**

**AVAILABILITY:**

Stonecrest in Marion County, Florida.

**Meter Installation Charges:**

|                      |             |
|----------------------|-------------|
| 5/8" X 3/4" Meter    | \$75.00     |
| Meters 1" and larger | Actual Cost |

**System Capacity Charges:**

|                                 |          |
|---------------------------------|----------|
| Residential - Per ERC (525 gpd) | \$900.00 |
| All Others - Per Gallon         | \$1.71   |

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Effective Date:

By:

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

CUSTOMER DEPOSITS (Cont.)

| <u>SYSTEM NAME</u>                 | <u>COUNTY</u> | <u>DEPOSIT</u>                                              |
|------------------------------------|---------------|-------------------------------------------------------------|
| Samira Villas                      | Marion        | \$50.00                                                     |
| Silver Lake Oaks                   | Putnam        | \$30.00                                                     |
| Silver Lake Estates/Western Shores | Lake          | \$10.00                                                     |
| Skycrest                           | Lake          |                                                             |
| Spring Gardens                     | Citrus        | \$30.00 (Res)<br>\$60.00 (Gen Svc)                          |
| Spring Hill                        | Hernando      | \$20.00                                                     |
| Spruce Creek                       | Marion/Sumter | \$40.00                                                     |
| St. Johns Highlands                | Putnam        |                                                             |
| Stone Mountain                     | Lake          |                                                             |
| Stonecrest                         | Marion        | \$45.00 (Res 5/8" x 3/4")<br>2 times avg. bill (All others) |
| Sugar Mill                         | Volusia       | \$63.00                                                     |
| Sugarmill Woods                    | Citrus        | \$10.00                                                     |
| Sunny Hills                        | Washington    | \$25.00                                                     |
| Sunshine Parkway                   | Lake          |                                                             |
| Tangerine                          | Orange        | \$58.00                                                     |
| Tomoka                             | Volusia       | 5/8" x 3/4": \$10; 1": \$12.50;<br>1 1/2": \$15.00          |
| Tropical Park                      | Osceola       |                                                             |
| Valencia Terrace                   | Lake          | \$10.00                                                     |
| Venetian Village                   | Lake          |                                                             |
| Welaka/Saratoga Harbour            | Putnam        |                                                             |
| Windsong                           | Osceola       |                                                             |
| Woodmere                           | Duval         |                                                             |
| Wootens                            | Putnam        |                                                             |
| Zephyr Shores                      | Pasco         |                                                             |

Effective Date:

By:



Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

INDEX OF TERRITORY SERVED (Cont.)

|                                        | <u>Sheet Number</u> |
|----------------------------------------|---------------------|
| <b>Hernando County</b>                 |                     |
| <b>Territory Served</b> .....          | 7.0                 |
| <b>Communities Served</b> .....        | 7.1                 |
| <b>Description of Territory Served</b> |                     |
| Spring Hill .....                      | 7.2                 |
| <b>Highlands County</b>                |                     |
| <b>Territory Served</b> .....          | 8.0                 |
| <b>Communities Served</b> .....        | 8.1                 |
| <b>Description of Territory Served</b> |                     |
| Leisure Lakes .....                    | 8.2                 |
| <b>Lake County</b>                     |                     |
| <b>Territory Served</b> .....          | 9.0                 |
| <b>Communities Served</b> .....        | 9.1                 |
| <b>Description of Territory Served</b> |                     |
| Holiday Haven .....                    | 9.2                 |
| Morningview .....                      | 9.3                 |
| Sunshine Parkway .....                 | 9.4                 |
| Valencia Terrace .....                 | 9.8                 |
| Venetian Village .....                 | 9.10                |
| <b>Lee County</b>                      |                     |
| <b>Territory Served</b> .....          | 10.0                |
| <b>Communities Served</b> .....        | 10.1                |
| <b>Description of Territory Served</b> |                     |
| Lehigh .....                           | 10.2                |
| <b>Marion County</b>                   |                     |
| <b>Territory Served</b> .....          | 11.0                |
| <b>Communities Served</b> .....        | 11.1                |
| <b>Description of Territory Served</b> |                     |
| Citrus Park .....                      | 11.2                |
| Marion Oaks .....                      | 11.3                |
| Salt Springs .....                     | 11.4                |
| South Forty .....                      | 11.5                |
| Stonecrest .....                       | 11.11               |
| <b>Marion/Sumter County</b>            |                     |
| <b>Territory Served</b> .....          | 11.50               |
| <b>Communities Served</b> .....        | 11.51               |
| <b>Description of Territory Served</b> |                     |
| Spruce Creek .....                     | 11.52               |

Effective Date:

By:

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

SUMMARY OF TERRITORY SERVED (Cont.)

| <u>Plant Name</u>     | <u>County Name</u> | <u>Cert. No.</u> | <u>Order No.</u>   | <u>Order Issued</u> | <u>Docket Number</u> | <u>Filing Type</u>    |
|-----------------------|--------------------|------------------|--------------------|---------------------|----------------------|-----------------------|
| Park Manor            | Putnam             | 284-S            | 13844              | 11/09/84            | 840395-WU            | Additional Territory  |
| Point O' Woods        | Citrus             | 134-S            | PSC-93-1309-FOF-WS | 09/09/93            | 930147-WS            | Additional Territory  |
| Point O' Woods        | Citrus             | 134-S            | 22150              | 11/06/89            | 890233-WS            | Transfer              |
| Salt Springs          | Marion             | 322-S            | PSC-93-1314-FOF-WS | 09/09/93            | 930412-WS            | Additional Territory  |
| Salt Springs          | Marion             | 322-S            | 16108              | 05/13/86            | 850976-WS            | Transfer              |
| Silver Lake Oaks      | Putnam             | 284-S            | 23397              | 08/23/90            | 891187-WS            | Trnsfr; Add'l. Terr.  |
| South Forty           | Marion             | 322-S            | PSC-97-0186-FOF-SU | 02/18/97            | 961183-SU            | Additional Territory  |
| South Forty           | Marion             | 322-S            | 16108              | 05/13/86            | 850976-WS            | Transfer              |
| Spring Gardens        | Citrus             | 134-S            | PSC-95-0268-FOF-WS | 02/28/95            | 940091-WS            | Trnsfr; Add'l. Terr.  |
| Spring Hill           | Hernando           | 047-S            | PSC-94-1182-FOF-WS | 09/27/94            | 930758-WS            | Additional Territory  |
| Spring Hill           | Hernando           | 047-S            | PSC-92-1184-FOF-SU | 10/19/92            | 920347-SU            | Additional Territory  |
| Spring Hill           | Hernando           | 047-S            | 25575              | 01/07/92            | 910662-WS            | Corp. Reorg.          |
| Spring Hill Utilities | Hernando           | 047-S            | 22307              | 12/12/89            | 881501-WS            | Trnsfr. Org. Control  |
| Spring Hill Utilities | Hernando           | 047-S            | 21198              | 05/08/89            | 881183-WS            | Territory Amend.      |
| Spring Hill Utilities | Hernando           | 047-S            | 18005              | 08/14/87            | 870874-WS            | Additional Territory  |
| Spring Hill Utilities | Hernando           | 047-S            | 9377               | 05/21/80            | 790324-WS(TC)        | Trnsfr to Subsidiary  |
| Spring Hill Utilities | Hernando           | 047-S            | 8636               | 01/04/79            | 780661-S(EX)         | Additional Territory  |
| Spring Hill Utilities | Hernando           | 047-S            | 8339               | 06/06/78            | 760784-S(EX)         | Additional Territory  |
| Spring Hill Utilities | Hernando           | 047-S            | 4914-A             | 09/16/70            | 69395-S              | Correction            |
| Spring Hill Utilities | Hernando           | 047-S            | 4914               | 07/09/70            | 69395-S              | Original Certificate  |
| Spruce Creek          | Marion/Sumter      | 467-S            | PSC-98-1208-FOF-WS | 09/09/98            | 980238-WS            | Transfer              |
| Spruce Creek          | Marion/Sumter      | 467-S            | PSC-98-0380-FOF-WS | 03/10/98            | 971404-WS            | Territory Amend.      |
| Spruce Creek          | Marion/Sumter      | 467-S            | PSC-96-1484-FOF-WS | 12/04/96            | 960134-WS            | Amend. & Consolid.    |
| Spruce Creek          | Marion/Sumter      | 467-S            | PSC-96-1105-FOF-WS | 08/29/96            | 960699-WS            | Territory Amend.      |
| Spruce Creek          | Marion/Sumter      | 467-S            | PSC-96-0958-FOF-WS | 07/24/96            | 960380-WS            | Territory Amend.      |
| Spruce Creek          | Marion/Sumter      | 467-S            | 25157              | 10/03/91            | 910746-SU            | Original              |
| Stonecrest            | Marion             | 447-S            | PSC-97-1508-FOF-WS | 11/26/97            | 970897-WS            | Amendment             |
| Stonecrest            | Marion             | 447-S            | 21063              | 04/18/89            | 890145-WS            | Original Certificate  |
| Sugar Mill            | Volusia            | 182-S            | 19841              | 08/22/88            | 870936-WS            | Transfer              |
| Sugarmill Woods       | Citrus             | 134-S            | PSC-93-1309-FOF-WS | 09/09/93            | 930147-WS            | Additional Territory  |
| Sugarmill Woods       | Citrus             | 134-S            | 21631-A            | 11/14/89            | 881339-WS            | Correctn; Add'l Terr. |
| Sugarmill Woods       | Citrus             | 134-S            | 21631              | 08/02/89            | 881339-WS            | Trnsfr; Add'l. Terr.  |
| Sugarmill Woods       | Citrus             | 134-S            | 20931              | 03/24/89            | 881347-WS            | Additional Territory  |

Effective Date:

By:



**Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs**

SUMMARY OF COMMUNITIES SERVED (Cont.)

| <u>Plant Name</u> | <u>County Name</u> | <u>Development Name</u>          |
|-------------------|--------------------|----------------------------------|
| Marco Island      | Collier            | Key Marco                        |
| Marco Island      | Collier            | Marco Beach                      |
| Marco Island      | Collier            | Marco Island                     |
| Marco Shores      | Collier            | Marco Shores                     |
| Marco Shores      | Collier            | Marco Shores Air Terminal        |
| Marion Oaks       | Marion             | Marion Oaks                      |
| Meredith Manor    | Seminole           | Brantley Harbor                  |
| Morningview       | Lake               | Morningview                      |
| Palm Port         | Putnam             | Palm Port                        |
| Palm Terrace      | Pasco              | Executive Woods                  |
| Palm Terrace      | Pasco              | Palm Terrace Estates             |
| Palm Terrace      | Pasco              | Palm Terrace Gardens             |
| Park Manor        | Putnam             | Park Manor                       |
| Point O' Woods    | Citrus             | Point O' Woods                   |
| Salt Springs      | Marion             | American Resort                  |
| Salt Springs      | Marion             | Salt Springs                     |
| Silver Lake Oaks  | Putnam             | Silver Lake Oaks                 |
| South Forty       | Marion             | South Forty                      |
| Spring Gardens    | Citrus             | Spring Gardens                   |
| Spring Hill       | Hernando           | Spring Hill                      |
| Spring Hill       | Hernando           | Timber Ridge                     |
| Spruce Creek      | Marion             | Spruce Creek Golf & Country Club |
| Spruce Creek      | Marion             | Spruce Creek Preserve            |
| Spruce Creek      | Marion             | Spruce Creek South               |
| Spruce Creek      | Sumter             | Spruce Creek South               |
| Stonecrest        | Marion             | Stonecrest                       |
| Sugar Mill        | Volusia            | Sugar Mill                       |
| Sugarmill Woods   | Citrus             | Sugarmill Woods                  |
| Sunny Hills       | Washington         | Sunny Hills                      |
| Sunshine Parkway  | Lake               | Sunshine Parkway                 |
| Tropical Isles    | St. Lucie          | Tropical Isles                   |

Effective Date:

By:

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

MARION COUNTY

Territory Served

| <u>Plant Name</u>     | <u>Cert. No.</u> | <u>Order No.</u>   | <u>Order Issued</u> | <u>Docket Number</u> | <u>Filing Type</u>   |
|-----------------------|------------------|--------------------|---------------------|----------------------|----------------------|
| Citrus Park           | 322-S            | 16108              | 05/13/86            | 850976-WS            | Transfer             |
| Marion Oaks           | 322-S            | PSC-99-2191-FOF-WS | 11/08/99            | 980467-WS            | Additional Territory |
| Marion Oaks           | 322-S            | PSC-99-1915-FOF-WS | 09/27/99            | 980467-WS            | Additional Territory |
| Marion Oaks           | 322-S            | PSC-93-1314-FOF-WS | 09/09/93            | 930412-WS            | Additional Territory |
| Marion Oaks           | 322-S            | 25575              | 01/07/92            | 910662-WS            | Corp. Reorg.         |
| Marion Oaks Utilities | 326-S            | 22307              | 12/12/89            | 881501-WS            | Trnsfr. Org. Control |
| Marion Oaks Utilities | 326-S            | 11474              | 12/29/82            | 820424-WS            | Original Certificate |
| Salt Springs          | 322-S            | PSC-93-1314-FOF-WS | 09/09/93            | 930412-WS            | Additional Territory |
| Salt Springs          | 322-S            | 16108              | 05/13/86            | 850976-WS            | Transfer             |
| South Forty           | 322-S            | PSC-97-0186-FOF-SU | 02/18/97            | 961183-SU            | Additional Territory |
| South Forty           | 322-S            | 16108              | 05/13/86            | 850976-WS            | Transfer             |
| Stonecrest            | 447-S            | PSC-97-1508-FOF-WS | 11/26/97            | 970897-WS            | Amendment            |
| Stonecrest            | 447-S            | 21063              | 04/18/89            | 890145-WS            | Original Certificate |

Effective Date:

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Rates & Regulatory Affairs



**MARION COUNTY**

**Communities Served**

| <b><u>Plant Name</u></b>     | <b><u>Development Name</u></b>  |
|------------------------------|---------------------------------|
| Citrus Park                  | Citrus Park                     |
| Marion Oaks                  | Marion Oaks                     |
| Salt Springs<br>Salt Springs | American Resort<br>Salt Springs |
| South Forty                  | South Forty                     |
| Stonecrest                   | Stonecrest                      |

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**Effective Date:**

**By:**

  
**Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs**

**MARION COUNTY**

**Description Of Territory Served**

**STONECREST**

**Township 17 South, Range 23 East**

Section 25

The South 1,650 feet of the West 660 feet.

Section 26

The South 1,683 feet of the East 412.5 feet.

Section 35

The East  $\frac{1}{2}$ , less that portion lying South and West of U.S. Highway 27 and 441.

Section 36

All of Section 36, less the East 880 feet of the North 1,980 feet of the Northwest  $\frac{1}{4}$ , and less the East 264 feet of the North 594 feet of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , and less all of that portion lying South and West of U.S. Highway 27 and 441.

**Township 17 South, Range 24 East**


Section 31

The South  $\frac{3}{4}$  of the Southwest  $\frac{1}{4}$  and the West  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ .

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Effective Date:

By:

  
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Rates & Regulatory Affairs

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**RULES AND REGULATIONS (Cont.)**

(Continued from Section III Sheet No. 3.6)

36.0 **INTEREST ON DEPOSIT** - The Company shall pay interest at a rate of 6% per annum (8% for Stonecrest in Marion County) on Customer deposits pursuant to Rule 25-30.311(4), Florida Administrative Code. The Company shall pay interest at a rate of 7% per annum (9% for Stonecrest in Marion County) on deposits of non-residential customers qualifying under Rule No. 37.0 below when the Company elects not to refund such a deposit after 23 months. The deposit interest shall be simple interest in all cases, and payment of interest shall be made once each year as a credit on regular bills or, when service is discontinued, as a credit on final bills. No Customer depositor will receive interest on his or her deposit until and unless a Customer relationship and the deposit have been in existence for a continuous period of six (6) months. At such time, the Customer depositor shall be entitled to receive interest from the day of the commencement of the Customer relationship and the placement of the deposit.

37.0 **REFUND OF DEPOSIT** - Pursuant to rule 25-30.311(5), Florida Administrative Code, after a Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the residential Customers' deposits and shall, at its option, either refund or pay the higher rate of interest specified above in Rule No. 36.0 for non-residential deposits, providing the customer has not, in the preceding 12 months:

- (a) made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment,
- (d) at any time, tampered with the meter, or
- (e) at any time, used service in a fraudulent or unauthorized manner.

Nothing in this rule shall prohibit the Company from refunding at any time a Customer's deposit with any accrued interest.

Pursuant to rule 25-30.311(6) Florida Administrative Code, upon termination of service, any remaining deposit and accrued interest may be credited against the final account, and the balance, if any, shall be returned to the Customer no later than fifteen (15) days after service is discontinued.


38.0 **RATES** - The Company reserves the right to revise the rates and charges for wastewater service as approved by the Commission.

(Continued to Section III Sheet No. 3.8)

---

Effective Date:

By:

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

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INDEX OF SERVICE AVAILABILITY (Cont.)

|                                                                                         | <u>Sheet Number</u> |
|-----------------------------------------------------------------------------------------|---------------------|
| VII. <b>Special Conditions</b>                                                          |                     |
| 1) Refundable Advances .....                                                            | 3.9                 |
| 2) Topeka-Deltona Agreement .....                                                       | 3.10                |
| 3) Deferring or Waiving Service Availability Policies and Charges .....                 | 3.10                |
| VIII. <b>Service Availability Policy For Buenaventura Lakes In Osceola County</b> ..... | 3.10                |
| IX. <b>Service Availability Policy for Spruce Creek in Marion/Sumter County</b> .....   | 3.10                |
| X. <b>Service Availability Policy for Stonecrest in Marion County</b> .....             | 3.10                |
| <b>Table of Daily Flows</b> .....                                                       | 4.0                 |
| <b>Table of Daily Flows for Deep Creek in Charlotte County</b> .....                    | 4.1                 |

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Effective Date:

By:

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

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**SERVICE AVAILABILITY POLICY (Cont.)**

(Continued from Section IV Sheet No. 3.9)

2. **Topeka-Deltona Agreement** Agreements between the Company, Deltona Corporation and the Topeka Group set forth certain responsibilities of these parties for funding construction costs related to extending water mains to serve certain lots sold by Deltona Corporation. A copy of the development agreement between Deltona Corporation and the Company is on file at the local utility office and may be examined by any interested Applicant during regular business hours. Provisions of this agreement are outlined above in Sub-section IV - SPECIAL PROVISIONS.
  
3. **Deferring or Waiving Service Availability Policies and Charges** If allowed by the Commission, the Company may defer or waive, with or without conditions, all or portions of its service availability charges and service availability policies for a prospective customer or group of customers in cases where exceptional circumstances exist. Exceptional circumstances are evaluated on a case-by-case basis. By Order No. PSC-97-0932-S-WS, issued August 5, 1997, in Docket No. 960907-WS, the Commission agreed exceptional circumstances existed as to the current connections within the Burnt Store Colony mobile home park in Charlotte County and that plant capacity charges were appropriately waived where: (1) the park's treatment plant failed, (2) the park's distribution facilities were transferred to the Company and the value thereof booked as contributions, (3) the park paid for the interconnection to the Company's existing lines, (4) the park retained ownership of and dismantled its treatment plant, (5) the Company had sufficient existing supply and treatment capacity to serve the park, and (6) the Company's existing customer base would benefit from the transaction with the park.

VIII. **SERVICE AVAILABILITY POLICY FOR BUENAVENTURA LAKES IN OSCEOLA COUNTY**

The Utility provides all facilities employed to make its sewer service available to lots within the Buenaventura Lakes certificated territory. Service to each specific lot will be initiated upon the payment of a sewer system capacity fee and the posting of authorized deposits, all of which are specified in the Utility's Service Availability Charges tariff sheets.

IX. **SERVICE AVAILABILITY POLICY FOR SPRUCE CREEK IN MARION/SUMTER COUNTY**

Collection lines, as well as the wastewater treatment plant, are installed and constructed by the Utility. The Utility collects a plant capacity charge and a main extension charge as shown in Section VI, Sheet No. 3.4 when wastewater service is requested.

X. **SERVICE AVAILABILITY POLICY FOR STONECREST IN MARION COUNTY**


The Utility will provide service to any customer within its certificated territory requesting same upon application or execution of a developer agreement and payment of the required system capacity charges as listed in Section VI, Sheet No. 3.5 of this tariff, and compliance with such other requirements as may be appropriate under the provisions of the Utility's tariff and the rules or statutes of the Florida Public Service Commission.

The utility will install all plant and lines receiving no property contributions.

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Effective Date:

By:

  
**Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs**

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**INDEX OF RATES SCHEDULES**

| <b><u>Plant</u></b> | <b><u>County</u></b> | <b><u>Schedules</u></b> | <b><u>Sheet No.'s</u></b> |
|---------------------|----------------------|-------------------------|---------------------------|
| Salt Springs        | Marion               | RS, GS, MF, RWO         | 32.0 - 32.5               |
| Silver Lake Oaks    | Putnam               | RS, GS, MF, RWO         | 33.0 - 33.5               |
| South Forty         | Marion               | GS                      | 34.0 - 34.1               |
| Spring Gardens      | Citrus               | RS, GS, MF, RWO         | 35.0 - 35.5               |
| Spruce Creek        | Marion/Sumter        | RS, GS, MF, EF          | 36.0 - 36.5               |
| Stonecrest          | Marion               | RS, GS, MF              | 36.50 - 36.53             |
| Sugar Mill          | Volusia              | RS, RWO, GS, MF         | 37.0 - 37.5               |
| Sugarmill Woods     | Citrus               | RS, GS, MF, ETS, RWO    | 38.0 - 38.7               |
| Sunny Hills         | Washington           | RS, GS, MF, RWO         | 39.0 - 39.5               |
| Sunshine Parkway    | Lake                 | GS                      | 40.0 - 40.1               |
| Tropical Isles      | St. Lucie            | RWO                     | 41.0 - 41.1               |
| Valencia Terrace    | Lake                 | RS, GS, MF, RWO         | 43.0 - 43.5               |
| Venetian Village    | Lake                 | RS, RWO, GS, MF         | 44.0 - 44.5               |
| Woodmere            | Duval                | RS, GS, MF, RWO         | 45.0 - 45.5               |
| Zephyr Shores       | Pasco                | RS, GS, MF, RWO         | 46.0 - 46.5               |

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Effective Date:

By:

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

**RATE SCHEDULE: STONECREST - RS**  
**RESIDENTIAL SERVICE**

**AVAILABILITY:**

Available throughout the area served by the following plant:

| <u>Plant</u> | <u>County</u> | <u>Previous Sheet No.</u> | <u>Previous Effective Date</u> | <u>Previous Order No.</u> |
|--------------|---------------|---------------------------|--------------------------------|---------------------------|
| STONECREST   | MARION        | N/A                       | N/A                            | N/A                       |

**APPLICABILITY:**

For all purposes in private residences or individually metered apartment units.

**LIMITATIONS:**

Subject to all of the Company's Rules and Regulations of this tariff, all applicable service agreement conditions, and all applicable riders.

All the rates, conditions and regulations referred to herein are subject to approval, amendment and change by any regulatory body having jurisdiction thereof.

**TERMS OF PAYMENT:**

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:**

Filing Description: Application for Certificate Transfer  
Rate Description: Authorized Rates from 1998 Price Index and Pass-Through  
Filing Date: January 29, 2001  
Authority No.: Refer to stamp on reverse side  
Docket No.:  
Order No.:  
Order Date:

**NOTES:**

Effective Date: June 30, 1998

By: 

Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

**RATE SCHEDULE: STONECREST - RS**  
**RESIDENTIAL SERVICE**

**BILLING PERIOD:**

Monthly billing cycle.

**RATE:**

**Base Facility Charge:**

| <u>Meter Size</u> | <u>Charge Per Billing Period</u> |
|-------------------|----------------------------------|
| 5/8" x 3/4"       | \$10.67                          |
| 3/4"              | \$10.67                          |
| 1"                | \$10.67                          |
| 1-1/2"            | \$10.67                          |
| 2"                | \$10.67                          |
| 3"                | \$10.67                          |
| 4"                | \$10.67                          |
| 6"                | \$10.67                          |
| 8"                | \$10.67                          |

**Gallage Charge:**

|                    |                          |
|--------------------|--------------------------|
| 0 - 10,000         | \$1.69 per 1,000 gallons |
| All Excess Gallons | No Charge                |

**Minimum Charge:**

Base Facility Charge

**Utility Tax Rider:**

Not Applicable

**OTHER CHARGES:**

|                                                              |                 |
|--------------------------------------------------------------|-----------------|
| <b>Allowance For Funds Prudently Invested (AFPI) Charges</b> | See Section VI  |
| <b>Customer Deposits</b>                                     | See Section VII |
| <b>Miscellaneous Service Charges</b>                         | See Section VII |
| <b>Service Availability Charges</b>                          | See Section VI  |

Effective Date: June 30, 1998

By:

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs



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**RATE SCHEDULE: STONECREST - GS & MF**  
**GENERAL AND MULTI-FAMILY MASTER METER SERVICES**

**AVAILABILITY:**

Available throughout the area served by the following plant:

| <u>Plant</u> | <u>County</u> | <u>Previous Sheet No.</u> | <u>Previous Effective Date</u> | <u>Previous Order No.</u> |
|--------------|---------------|---------------------------|--------------------------------|---------------------------|
| STONECREST   | MARION        | N/A                       | N/A                            | N/A                       |

**APPLICABILITY:**

To any Customers for which no other rate schedule applies.

**LIMITATIONS:**

Subject to all of the Company's Rules and Regulations of this tariff, all applicable service agreement conditions, and all applicable riders.

All the rates, conditions and regulations referred to herein are subject to approval, amendment and change by any regulatory body having jurisdiction thereof.

**TERMS OF PAYMENT:**

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:**

Filing Description: Application for Certificate Transfer  
Rate Description: Authorized Rates from 1998 Price Index and Pass-Through  
Filing Date: January 29, 2001  
Authority No.: Refer to stamp on reverse side  
Docket No.:  
Order No.:  
Order Date:

**NOTES:**

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Effective Date: June 30, 1998

By: 

Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

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**RATE SCHEDULE: STONECREST - GS & MF**  
**GENERAL AND MULTI-FAMILY MASTER METER SERVICES**

**BILLING PERIOD:**

Monthly billing cycle.

**RATE:**

**Base Facility Charge:**

| <u>Meter Size</u> | <u>Charge Per Billing Period</u> |
|-------------------|----------------------------------|
| 5/8" x 3/4"       | \$10.67                          |
| 3/4"              | \$16.01                          |
| 1"                | \$26.68                          |
| 1-1/2"            | \$53.36                          |
| 2"                | \$85.38                          |
| 3"                | \$170.76                         |
| 4"                | \$266.82                         |
| 6"                | \$533.64                         |
| 8"                | \$853.82                         |

**Gallonage Charge:**

All Gallonage \$1.69 per 1,000 gallons

**Minimum Charge:**

Base Facility Charge

**Utility Tax Rider:**

Not Applicable


**OTHER CHARGES:**

|                                                              |                 |
|--------------------------------------------------------------|-----------------|
| <b>Allowance For Funds Prudently Invested (AFPI) Charges</b> | See Section VI  |
| <b>Customer Deposits</b>                                     | See Section VII |
| <b>Miscellaneous Service Charges</b>                         | See Section VII |
| <b>Service Availability Charges</b>                          | See Section VI  |

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Effective Date: June 30, 1998

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Rates & Regulatory Affairs

INDEX OF SERVICE AVAILABILITY CHARGES

|                                                                        | <u>Sheet Number</u> |
|------------------------------------------------------------------------|---------------------|
| Main Extension Charge .....                                            | 3.0                 |
| Service Installation Charge .....                                      | 3.0                 |
| Plant Capacity Charge .....                                            | 3.0                 |
| List of Plants .....                                                   | 3.1                 |
| Service Availability Charges for Spruce Creek in Marion/Sumter Co. ... | 3.4                 |
| Service Availability Charges for Stonecrest in Marion County .....     | 3.5                 |

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Effective Date:

By:



**Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs**

SERVICE AVAILABILITY CHARGES

AVAILABILITY:

Stonecrest in Marion County, Florida.

System Capacity Charges:

|                                 |            |
|---------------------------------|------------|
| Residential - Per ERC (263 gpd) | \$1,175.00 |
| All Others - Per Gallon         | \$4.47     |

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Effective Date:

By:




Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

CUSTOMER DEPOSITS (Cont.)

| <u>SYSTEM NAME</u>             | <u>COUNTY</u> | <u>DEPOSIT</u>                                              |
|--------------------------------|---------------|-------------------------------------------------------------|
| Amelia Island                  | Nassau        |                                                             |
| Apache Shores                  | Citrus        |                                                             |
| Apple Valley                   | Seminole      |                                                             |
| Beacon Hills                   | Duval         |                                                             |
| Beecher's Point                | Putnam        | \$30.00                                                     |
| Buenaventura Lakes             | Osceola       | \$15.00 (Res)                                               |
| Burnt Store                    | Charlotte/Lee | \$30.00                                                     |
| Chuluota                       | Seminole      |                                                             |
| Citrus Park                    | Marion        |                                                             |
| Citrus Springs                 | Citrus        | \$30.00                                                     |
| Deep Creek                     | Charlotte     | \$100.00                                                    |
| Deltona                        | Volusia       | \$30.00                                                     |
| Fisherman's Haven              | Martin        | \$10.00                                                     |
| Florida Central Commerce Park  | Seminole      |                                                             |
| Fox Run                        | Martin        |                                                             |
| Holiday Haven                  | Lake          | \$25.00                                                     |
| Jungle Den                     | Volusia       | \$25.00                                                     |
| Lake Gibson Estates            | Polk          | \$35.00                                                     |
| Lehigh                         | Lee           | \$50.00                                                     |
| Leilani Heights                | Martin        |                                                             |
| Leisure Lakes (Covered Bridge) | Highlands     | \$30.00                                                     |
| Marco Island                   | Collier       | \$25.00                                                     |
| Marco Shores                   | Collier       | \$25.00                                                     |
| Marion Oaks                    | Marion        | \$30.00                                                     |
| Meredith Manor                 | Seminole      |                                                             |
| Morningview                    | Lake          |                                                             |
| Palm Port                      | Putnam        |                                                             |
| Palm Terrace                   | Pasco         | \$10.00                                                     |
| Park Manor                     | Putnam        |                                                             |
| Point O' Woods                 | Citrus        | \$30.00                                                     |
| Salt Springs                   | Marion        |                                                             |
| Silver Lake Oaks               | Putnam        | \$30.00                                                     |
| South Forty                    | Marion        |                                                             |
| Spring Gardens                 | Citrus        | \$37.00 (Res)<br>\$120.00 (Gen Svc)                         |
| Spring Hill                    | Hernando      | \$30.00                                                     |
| Stonecrest                     | Marion        | \$45.00 (Res 5/8" x 3/4")<br>2 times avg. bill (All others) |
| Sugar Mill                     | Volusia       | \$63.00                                                     |
| Sugarmill Woods                | Citrus        | \$10.00                                                     |
| Sunny Hills                    | Washington    | \$25.00                                                     |
| Sunshine Parkway               | Lake          |                                                             |

Effective Date:

By:

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

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CUSTOMER DEPOSITS (Cont.)

| <u>SYSTEM NAME</u> | <u>COUNTY</u> | <u>DEPOSIT</u> |
|--------------------|---------------|----------------|
| Tropical Isles     | St. Lucie     | \$25.00        |
| Valencia Terrace   | Lake          | \$10.00        |
| Venetian Village   | Lake          |                |
| Woodmere           | Duval         |                |
| Zephyr Shores      | Pasco         |                |

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Effective Date:

By:

  
Forrest L. Ludsen, Senior Vice President  
Rates & Regulatory Affairs

## 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 the attached copy of Florida Water's Marion County certificate marked Appendix R-1. The original Florida Water Marion County certificates are located with the PSC as they were submitted to the PSC with the original transfer application for Spruce Creek Docket #001122-WS which is currently open.

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

373 - 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:

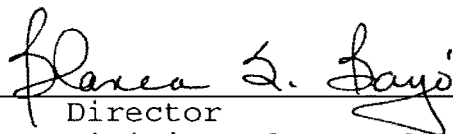
1000 Color Place  
Apopka, FL 32703 (Marion County)

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.

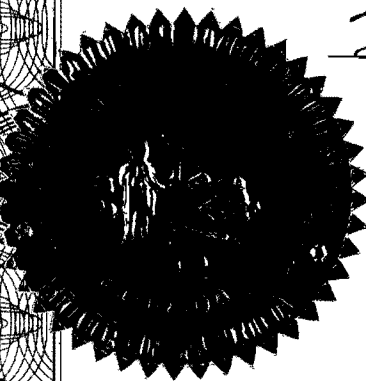
This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

|       |                    |        |           |
|-------|--------------------|--------|-----------|
| ORDER | 16108              | DOCKET | 850976-WS |
| ORDER | 22968              | DOCKET | 891318-WU |
| ORDER | 25575              | DOCKET | 910662-WS |
| ORDER | PSC-93-1314-FOF-WS | DOCKET | 930412-WS |
| ORDER | PSC-97-0427-FOF-WS | DOCKET | 970028-WS |
| ORDER | PSC-99-1915-FOF-WS | DOCKET | 980467-WS |
| ORDER | PSC-99-2191-FOF-WS | DOCKET | 980467-WS |

FLORIDA PUBLIC SERVICE COMMISSION

  
Director

Division of Records and Reporting



APPENDIX R-1



FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

322 - S

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:

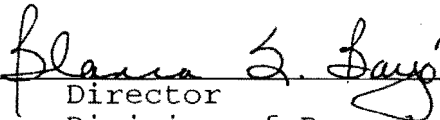
1000 Color Place  
Apopka, FL 32703 (Marion County)

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

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

|       |                    |        |           |
|-------|--------------------|--------|-----------|
| ORDER | 16108              | DOCKET | 850976-WS |
| ORDER | 25575              | DOCKET | 910662-WS |
| ORDER | PSC-93-1314-FOF-WS | DOCKET | 930412-WS |
| ORDER | PSC-97-0186-FOF-SU | DOCKET | 961183-SU |
| ORDER | PSC-97-0427-FOF-WS | DOCKET | 970028-WS |
| ORDER | PSC-99-1915-FOF-WS | DOCKET | 980467-WS |
| ORDER | PSC-99-2191-FOF-WS | DOCKET | 980467-WS |

FLORIDA PUBLIC SERVICE COMMISSION

  
Director

Division of Records and Reporting

