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ORIGINAL

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August 6, 2001

Ms. Blanca Bayo
Florida Public Service Commission
Commission Clerk & Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 010852-WS, Application for Transfer of Certificate Nos. 514-W and 446-S from Sandy Creek Utilities, Inc. to Sandy Creek Utility Services, Inc. in Bay County

Dear Ms. Bayo:

Enclosed for filing are the original and fifteen copies of the following documents:

1. Notice of Filing Satisfaction of Mortgage and Closing Memorandum.

Thank you for your assistance. If there are any questions, please let me know.

Sincerely yours,


Ben E. Girtman

Encl.
cc w/encl: Mr. Carl Wenz

APP _____
CAF _____
CMP _____
COM _____
CTR _____
ECR _____
LEG I
OPC _____
PAI _____
RGO _____
SEC I
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OTH _____

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DISTRIBUTION CENTER

DOCUMENT NUMBER-DATE

09810 AUG 13 01

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Transfer of)
Certificate Nos. 514-W and 446-S)
from Sandy Creek Utilities, Inc. to)
Sandy Creek Utility Services, Inc.)
in Bay County)
_____)

DOCKET NO .010852-WS

Submitted for filing:
August 6, 2001

NOTICE OF FILING
SATISFACTION OF MORTGAGE
AND
CLOSING MEMORANDUM

Sandy Creek Utility Services, Inc. hereby provides notice of filing the Satisfaction of Mortgage and the Closing Memorandum in the above referenced transfer .

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been sent to the following by U.S. mail (or by hand delivery*) this 6th day of August 2001.

Ms. Alice Crosby
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
(850) 413-6236



Ben E. Girtman
FL Bar No. 186039
1020 E. Lafayette St.
Suite 207
Tallahassee, FL 32301

Attorney for
Sandy Creek Utilities, Inc.

DOCUMENT NUMBER-DATE

09810 AUG 13 2001

FPSC-COMMISSION CLERK

SATISFACTION OF MORTGAGE

A MORTGAGE was intended to be given by Gary Souders to Sandy Creek Properties, Inc., but the mortgage inadvertently named Sandy Creek Utilities, Inc. as the mortgagee.

KNOW ALL MEN BY THESE PRESENTS that SANDY CREEK UTILITIES, INC., party of the first part, in consideration in the sum of \$ 10.00, Dollars and other good and valuable consideration received from GARY SOUDERS, party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby satisfy, release and forever cancel that certain mortgage together with the note or obligation described in said mortgage made by GARY SOUDERS in favor of SANDY CREEK UTILITIES, INC. and recorded in Official Records Book 1939, Page 999, Public Records of Bay County, Florida, upon the following described parcel of land:

** OFFICIAL RECORDS **
BOOK: 2040 PAGE: 2332

SEE ATTACHED SCHEDULE A

IN WITNESS WHEREOF, the party of the first part have set their seal this 15th day of June, 2001.

Signed, sealed and delivered in the presence of:

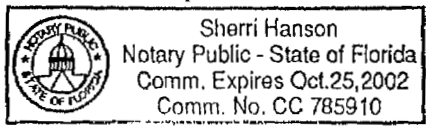
Pamanta Baisden
Pamanta Baisden
Cecilia Radd Boyd
Cecilia Radding Boyd

Gary Souders
Gary Souders, President
Sandy Creek Utilities, Inc.

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged under oath before me this 15th day of June, 2001, by Gary Souders as President of Sandy Creek Utilities, Inc. who is personally known to me or who produced FL Drivers License as identification.

Sherri Hanson
Notary Public
My Commission Expires:



Schedule A

PARCEL I (C):

Commence at the Northwest corner of Section 30, Township 4 South, Range 12 West of Bay County, Florida; thence S01°24'05"E, 2295.38 feet; thence S86°58'10"E 1303.56 feet to the Point of Beginning; thence S01°24'05"E 255.66 feet to the North R/W of Appaloosa Way; thence S86°58'10"E along said R/W 150.0 feet; thence N01°24'05"W, 291.0 feet; thence N86°58'10"W, 150.0 feet; thence S01°24'05"E, 35.34 feet to the Point of Beginning.

PARCEL II (V, VI):

Commence at a concrete monument No. 3961 marking the Southeast corner of Section 30, Township 4 South, Range 12 West; thence N89°26'18"E for 21.86 feet to a point on the Southerly extension of the East line of Sandy Creek Air Park, as per plat recorded in Plat Book 14, Pages 11 and 12 of the Public Records of Bay County, Florida; thence N00°33'42"W along said East line for 114.59 feet to a concrete monument No. 2019 (depicting the Southeast corner of said Section 30, as shown on the plat of said Sandy Creek Air Park); thence continue N00°33'42"W for 656.94 feet to a concrete monument No. 3642 at the Southeast corner of Lot 26-A, said Sandy Creek Air Park; thence N86°38'32"W, 3946.86 feet to the Point of Beginning; thence continue N86°38'32"W, 123.65 feet; thence N05°10'02"W, 31.0 feet; thence S86°38'32"E, 123.65 feet; thence S05°10'02"E, 31.0 feet to the Point of Beginning.

AND

Commence at a concrete monument No. 3961 marking the Southeast corner of Section 30, Township 4 South, Range 12 West, Bay County, Florida; thence N89°26'18"E for 21.86 feet to a point on the Southerly extension of the East line of Sandy Creek Air Park, as per plat recorded in Plat Book 14, Pages 11 and 12 of the Public Records of Bay County, Florida; thence N00°33'42'W, along said East line for 114.59 feet to a concrete monument No. 2019 (depicting the Southeast corner of said Section 30, as shown on the plat of said Sandy Creek Air Park); thence continue N00°33'42"W for 656.94 feet to a concrete monument No. 3642 at the Southeast corner of Lot 26-A, said Sandy Creek Air Park; thence N86°38'32"W, 3946.86 to the Point of Beginning; thence S05°10'02"E, 297.60 feet; thence N86°38'32"W, 123.65 feet; thence N05°10'02"W, 297.60 feet; thence S86°38'32"E, 123.65 feet to the Point of Beginning.

File No: 808-170826

Schedule A

PARCEL III (VII):

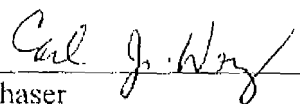
Commence at a concrete monument No. 3961 marking the Southeast corner, Section 30, Township 4 South, Range 12 West, Bay County, Florida; thence N89°26'18"E for 21.86 feet to a point on the Southerly extension of the East line of Sandy Creek Air Park, as per plat recorded in Plat Book 14, Pages 11 and 12 of the Public Records of Bay County, Florida; thence N00°33'42"W along said East line for 114.59 feet to a concrete monument No. 2019 (depicting the Southeast corner of said Section 30, as shown on the plat of said Sandy Creek Air Park); thence continue N00°33'42"W for 656.94 feet to a concrete monument No. 3642 at the Southeast corner of Lot 26-A said Sandy Creek Air Park; thence N86°38'32"W, 3946.86 feet; thence S05°10'02"E, 297.60 feet; thence N86°38'32"W, 91.20 feet to the Point of Beginning; thence S45°51'42"E, 5.43 feet; thence S44°08'18"W, 200.00 feet to the Northerly right of way of State Road 167; thence N45°51'42"W along said right of way 300.00 feet; thence N44°08'18"E, 200.00 feet; thence S45°51'42"E, 245.36 feet; thence S05°10'02"E, 32.51 feet; thence S86°38'32"E, 32.45 feet to the Point of Beginning.

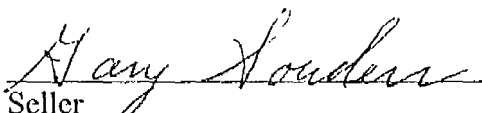
RCD 06M 19 2001 09:56am
HAROLD BAZZEL, CLERK

File No: 808-170826

CLOSING MEMORANDUM/SANDY CREEK UTILITIES, INC.
June 15, 2001

1. Gary Souders represents that he has searched for any and all documentation available on the original cost of the facilities. He has been unable to locate any documents after a diligent search. He has heard that the prior owner destroyed many documents as a bankruptcy was pending. Mr. Souders shall have the continuing obligation to turn over to buyer any documents relevant to this issue upon the discovery of same.
2. Accounts receivable of \$8,004.32 are due Mr. Souders and/or Sandy Creek Utilities, Inc. Upon receipt, purchaser shall forward any payments to Mr. Souders. Payments are due Mr. Souders within 30 days of receipt.
3. The parties acknowledge that certain closing documents are being accepted via facsimile transmission. The originals will be supplied immediately hereafter.
4. The original closing documents will be supplied to purchaser at its Illinois address. Copies will be submitted to purchaser and seller and their attorneys.
5. Seller has engaged the services of ADP & Associates, Inc. for permanent renewal services. Seller has paid \$1,000 for this service, \$2,000 remains outstanding for the service. Purchaser agrees to continue with the services of ADP & Associates, Inc. and will be responsible for the remaining \$2,000 owed.
6. Seller and purchaser agree to execute or re-execute any and all deeds, documents or other instruments necessary to properly document the transaction, cure any defects in title, and correct any deviations from the above mentioned contract.
7. Seller and purchaser agree that in the event innocent error or mistake is discovered related to the calculation, collection or disbursement of funds then the party who would have been responsible for providing said funds at closing but for the error shall, immediately upon receipt of reasonable proof, deliver said funds to the correct party.


Purchaser


Seller