

ORIGINAL RECEIVED-FPSC
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COMMISSION
CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority)
to Transfer the Facilities of)
LABRADOR SERVICES, INC. and)
Certificate Nos. 616-W and 530-S)
in Pasco County, Florida to)
LABRADOR UTILITIES, INC.)
_____)

Docket No. 020484-WS

APPLICATION OF LABRADOR UTILITIES, INC.
FOR AUTHORITY TO TRANSFER FACILITIES AND
CERTIFICATE NOS. 616-W and 530-S

LABRADOR UTILITIES, INC. (hereinafter referred to as "LUI" or "Buyer") by and through its undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code, and Section 367.071, Fla. Stat., files this Application for authority to transfer Certificate Nos. 616-W and 530-S currently held by Labrador Utilities, Inc. ("Seller") to Buyer. In support of this Application, Seller states:

1. The complete name and address of the Seller, is:

Labrador Services, Inc.
Post Office Box 1206
Zephyrhills, Florida 33539-1206

2. The complete name and address of the Buyer is:

Labrador Utilities, Inc.
2335 Sanders Road
Northbrook, IL 60062

RECEIVED & FILED
R&M
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

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

Initials of person who forwarded check:
RM

3. The name and address of the person authorized to receive notices and communications in respect to this application is:

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blainstone Pines Drive
Tallahassee, Florida 32301

Notices and communications regarding the establishment of rate base shall also be sent to:

George MacFarlane
Regulatory Consultants, Inc.
401 Interstate Boulevard
Sarasota, Florida 34240

4. Buyer is a Florida corporation authorized to do business in Florida on May 2, 2002.

5. The names and addresses of Buyer's corporate officers and directors are as follows:

James L. Camaren, Chairman and CEO
Lawrence L. Schumacher, President
2335 Sanders Road
Northbrook, IL 60062

6. Buyer owns no other water or wastewater utilities in Florida. However, Buyer is a wholly owned subsidiary of Utilities, Inc. which also wholly owns the subsidiaries listed on Exhibit "A" hereto which hold Certificates from this Commission.

7. A copy of the Purchase and Sale Agreement, which includes the purchase price, terms of payment, and a list of the assets

purchased and liabilities assumed and not assumed and disposition of customer deposits and interest thereon is attached hereto as Exhibit "B". This purchase closed on May 31, 2002.

8. There are no guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases that must be disposed of in association with the transfer of the utility systems.

9. The purchase was financed with equity from the Buyer's parent, Utilities, Inc.

10. The transfer of the water and wastewater facilities of Seller to Buyer is in the public interest for the following reasons:

As this Commission noted in Order No. PSC-01-1483-PAA-WS, due to the untimely death of Mr. Henri Viau, who was the sole shareholder of the Seller, the Seller was being operated by his wife, as liquidator of his estate. There was no interest in the continued ownership of Seller by the estate. Buyer's parent corporation owns subsidiaries serving more than 37,788 residential and 1,131 non-residential wastewater customers in Florida, and more than 36,081 residential and 1,163 non-residential water customers in Florida.

LUI is a wholly-owned subsidiary of Utilities, Inc. (UI). UI has approximately 35 years of experience in the water and wastewater utility industry and it currently provides safe and reliable water and wastewater service to approximately 230,000 customers in 16 states. UI was formed in 1965 with the objective of acquiring small water and wastewater companies with the intent to, not only operate, but also improve them. By centralizing the management, accounting, billing and data processing functions, Buyer can achieve economies of scale that would be unattainable on a stand-alone basis.

With respect to the Buyer's technical and financial ability, UI has both the regulatory experience and financial wherewithal to ensure consistent compliance with environmental regulations. UI's experience, through its LUI subsidiary, in operating water and wastewater utilities will provide depth to its customers on both a day-to-day basis as well as during emergencies. UI has operated other water and wastewater utilities in Florida under the regulation of this Commission since 1976 and that UI's existing Florida subsidiaries are in good standing with the Commission.

Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters. For

these reasons, it is in the public interest to grant approval of the transfer to Buyer.

11. The Seller was originally certificated by the Commission by Order No. PSC-01-1483-PAA-WS issued July 16, 2001. Although rates were set at that time, it does not appear from the Order that rate base was established. Total rate base as of Closing was \$1,006,579.

12. There is no proposal at this time for inclusion of an acquisition adjustment resulting from the current transfer.

13. The books and records of the Seller are available for inspection by the Commission and are adequate for the purposes of establishing rate base of the water and wastewater systems.

14. Seller will cooperate with Buyer in providing to the Florida Public Service Commission any information necessary in order for the Commission to evaluate the Utility's rate base.

15. After reasonable investigation, the Buyer has determined that the systems being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by Florida Department of Environmental Protection ("DEP").

16. The water and wastewater plants are located on real property owned by Forest Lake Estates Co-op, Inc., and were leased to Seller for 99 years commencing June 10, 1999. A Memorandum of

Lease was recorded in Official Records Book 4170, Page 861 of the Public Records of Pasco County, Florida. This Lease was previously approved by this Commission in Order No. PSC-01-1483-PAA-WS. Attached as Composite Exhibit "C" is a copy of the original Lease and the executed Assignment of Lease. After recording, a recorded copy of this Assignment of Lease will be filed with the Commission.

17. All outstanding regulatory assessment fees due as of March 31, 2002 for the year ended December 31, 2001 have been paid by Seller. Seller will be responsible for payment of all regulatory assessment fees through Closing. Buyer will be responsible for payment of all regulatory assessments fees due for revenues received from the date of Closing forward. No fines or refunds are owed.

18. The original and two copies of revised Tariffs reflecting the change in ownership are attached hereto as Composite Exhibit "D".

19. Original Water Certificate Number 338-W and Wastewater Certificate 294-S will be late filed.

20. An Affidavit that the actual notice of the application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule

25-30.030, Florida Administrative Code, is attached hereto as Exhibit "E".


21. An Affidavit that the actual notice of the application was given to the each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "F".

22. An Affidavit that the notice of the application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "G".

23. The water and wastewater systems have the capacity to serve between 501 and 2,000 ERCs. Pursuant to Rule 25-30.020, Florida Administrative Code, the appropriate filing fee is \$3,000 (\$1,500 for water and \$1,500 for wastewater).

Respectfully submitted on this
4th day of June, 2002, by:

ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555

By: 
MARTIN S. FRIEDMAN

utilitie\labtransfer\transfer.app

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

616 - W

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

LABRADOR SERVICES, INC.

Whose principal address is:

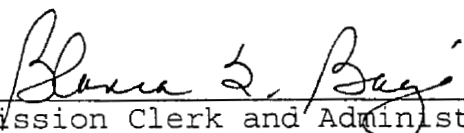
7229 Lumberton Road
Zephyrhills, FL 33540 (Pasco County)

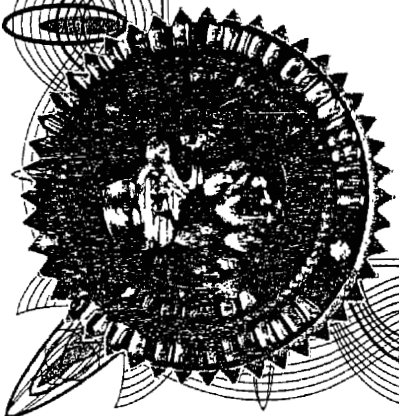
to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

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

ORDER	PSC-01-1483-PAA-WS	DOCKET	000545-WS
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ORDER		DOCKET	
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BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION


Commission Clerk and Administrative Services Director



FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

530 - S

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

LABRADOR SERVICES, INC.

Whose principal address is:

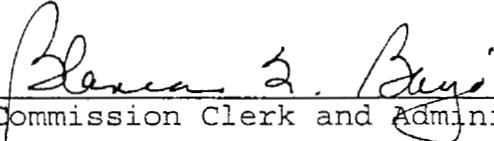
7229 Lumberton Road
Zephyrhills, FL 33540 (Pasco County)

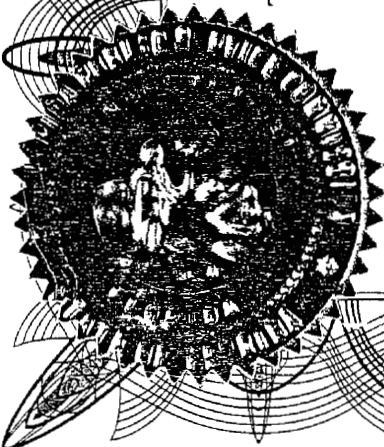
to provide wastewater service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

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

ORDER	PSC-01-1483-PAA-WS	DOCKET	000545-WS
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BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION


Commission Clerk and Administrative Services Director

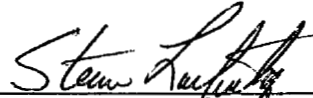


AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Cook

I, Steven M. Lubertozi, do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.



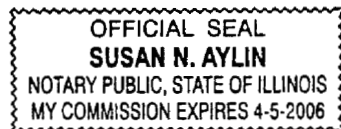
Steven M. Lubertozi
Director
Regulatory Accounting

Sworn to and subscribed before me this 28th day of May, 2002, by Steven M. Lubertozi, as Director of Regulatory Accounting on behalf of the utility. He is personally known to me or has provided _____ as identification.



Print Name: SUSAN N. AYLIN
NOTARY PUBLIC

My Commission Expires: 4-5-2006



EXHIBITS:

- A: List of UI Subsidiaries
- B: Purchase and Sale Agreement
- C: Lease
- D: Tariff
- E: Affidavit of Notice to Entities
- F: Affidavit of Notice to Customers
- G: Affidavit of Newspaper Notice

Utilities, Inc.
List of Subsidiaries - 100% wholly-owned

Alafaya Utilities, Inc.	Seminole
Bayside Utility Services, Inc.	Bay
Cypress Lakes Utilities, Inc.	Polk
Lake Groves Utilities, Inc.	Lake
Lake Placid Utilities, Inc.	Highlands
Lake Utility Services, Inc.	Lake
Mid-County Services, Inc.	Pinellas
Miles Grant Water & Sewer Company	Martin
Sandy Creek Utility Services, Inc.	Bay
Sanlando Utilities Corporation	Seminole
Tierra Verde Utilities, Inc.	Pinellas
Utilities, Inc. of Eagle Ridge	Lee
Utilities, Inc. of Florida	Seminole, Orange Pasco, Marion, Pinellas
Utilities, Inc. of Longwood	Seminole
Utilities, Inc. of Sandalhaven	Charlotte
Wedgfield Utilities, Inc.	Orange

EXHIBIT "B"

UTILITY COMPANY ASSET PURCHASE AGREEMENT

PASCO COUNTY, FLORIDA

This Agreement is entered into as of the Effective Date (hereinafter defined), by and between Labrador Services, Inc., a Florida corporation, (hereinafter referred to as "Seller") and Utilities, Inc., an Illinois corporation (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS the Seller is the owner of a water supply and distribution system, as well as a wastewater collection and treatment system which has been installed to provide central utility service to approximately 894 mobile home spaces and 274 R.V. spaces for a total of 1168 water and wastewater customer sites in Pasco County, Florida (collectively the "Facilities"), and a leasehold interest in the lands upon which the Facilities are located, and more fully described on **Exhibit 1** attached, (hereinafter referred to as the "Property"); and

WHEREAS Purchaser is engaged through its operating subsidiaries in the business of furnishing water and wastewater service to the public in various communities throughout the United States. Purchaser desires to acquire, and Seller desires to sell the Facilities installed to provide water and wastewater service to the Property, subject to the terms and conditions of this Agreement.

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

ARTICLE I

REPRESENTATIONS BY SELLER AND PURCHASER

1) Seller's Warranties.

Seller represents and warrants that:

- a. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Seller's Certificate of Incorporation contains charter powers authorizing it to construct, operate and maintain a public water utility system, as well as a wastewater utility system.
- b. Seller is, and at the Closing (the "Closing" as hereinafter defined) will be, the owner of the Facilities with good and marketable title, free and clear of all liens and encumbrances.
- c. Seller has obtained from the Florida Public Service Commission (hereinafter referred to as the "Commission") a Certificate and authorization and approval of present rates, rules and regulations for water and wastewater service within the Property (the "Certificate"). A copy of the Certificate is attached hereto as Exhibit "1-A".
- d. Seller will cooperate fully with Purchaser in any and all applications or petitions to public authorities deemed necessary or desirable by Purchaser in connection with the purchase of the Facilities from Seller as contemplated herein, but will not be required to incur any expense with regard to such cooperation.
- e. Attached hereto as **Exhibit 2** is a detailed list of the Facilities of Seller to be acquired by Purchaser, pursuant to this Agreement, showing both their approximate estimated installation or construction costs, as well as their current depreciable tax basis. Said Facilities include all water and wastewater utility assets, equipment and real estate owned or leased by the Seller within the Property, including but not limited to two wells, one ground level storage tank, and a complete water distribution system, as well as a 216,000 gallons per day extended aeration wastewater plant and a complete

central wastewater collection system. The engineering plans and specifications for the Facilities have been attached hereto as Exhibit 3.

f. Attached hereto as Exhibit 4 is a list, signed by the Seller, and briefly describing, as of the date of this Agreement, the following:

- (i) All pending or threatened actions at law, suits in equity or administrative proceedings relating to the Facilities.
- (ii) All contracts or obligations of any nature between Seller and any other party, including all developer agreements relating to the Property and Seller's leasehold interest in real estate upon which Facilities are located to be assigned hereunder (the "Assumed Contracts").
- (iii) Easements to Seller for access, ingress and egress to Facilities.
- (iv) Certificate.
- (v) Access Easements to Facilities.
- (vi) DEP permit.
- (vii) Leasehold Title Insurance Policy No. A06-008153 issued by Commonwealth Land Title Insurance Company in favor of Seller ("Title Policy").

g. Except as indicated in Exhibit 4, Seller has, or will have at the Closing, the foregoing permits, licenses and easements (including sufficient rights to access) for its water and wastewater utility business which, at Closing, will be current and in good standing. To Seller's actual knowledge, the Facilities of Seller have been installed within the easements relating thereto and in accordance with all necessary permits or licenses; to Seller's actual knowledge, the Facilities of Seller have been constructed and will be capable of operation in accordance with at least the minimum standards,

requirements, rules and regulations of all governmental bodies, and regulatory agencies which may have jurisdiction thereover.

- h. Except as indicated in Exhibit 4, there are no pending or, to Seller's actual knowledge, threatened actions at law or suits in equity relating to the Facilities, or any pending or, to Seller's actual knowledge, threatened proceedings before the Commission or any other governmental agency.
- i. Except as indicated in Exhibit 4, there are no contracts or obligations of any nature between Seller and any other party relating to the Facilities.
- j. Neither Seller nor any entity or individual affiliated with Seller has executed any agreement with purchasers of lots within the Property, or any other parties, whereunder such purchases or other parties have acquired any interest in the Facilities used or to be used in rendering service to them except for the right of first refusal set forth in Exhibit 4.
- k. Between the date hereof and the Closing, the water and wastewater utility business of Seller will be operated in the ordinary course and Seller will, at all reasonable times, permit Purchaser, its attorneys and agents, to examine Seller's books, accounts, and other records and physical properties relating to the Facilities.
- l. Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Seller.
- m. Seller has filed all tax returns which are required to be filed, and each such return which has been filed is true and correct, and Seller has paid all taxes shown as payable on such returns when and as required by applicable law.

- n. To Seller's actual knowledge, no representation or warranty by Seller in this Agreement, or any statement or certificate furnished or to be furnished to Purchaser pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- o. The representations and warranties set forth above shall survive Closing for three hundred sixty five (365) calendar days after the date of Closing (the "Seller's Representation Termination Date"), at which time such warranties and representations shall expire, terminate and be merged in the Deed without further notice and shall be of no further force and effect. Provided, however, that any specific claim set forth in any written note of any breach of the foregoing representations and warranties surviving Closing delivered by Purchaser to Seller on or prior to the Representation Termination Date shall survive the Representation Termination Date.

2) Purchaser's Warranties.

The Purchaser warrants and represents to the Sellers, as of the date the Purchaser executes this Agreement and as of the date of Closing, as follows:

- a. It is not aware of any facts which prohibit it from closing this Agreement in accordance with the terms hereof.
- b. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not result in any breach of the terms and conditions of or constitute a default under any instrument or obligation to or by

which Purchaser may be bound or affected, or violate any order, writ, injunction or decree of any court in any litigation to which Purchaser is a party, or violate any law.

- c. Persons executing this Agreement and the documents contemplated at Closing are duly authorized so as to fully and firmly bind Purchaser thereto.
- d. The warranties and representations of Purchaser contained in this Article I shall survive the Closing for a period of three hundred sixty five (365) calendar days at which time such warranties and representations shall terminate and be of no further force and effect ("Purchaser's Representation Termination Date"); provided, however, that any specific claim set forth in any written notice of any misrepresentation delivered by Sellers to Purchaser on or prior to the Purchaser's Representation Termination Date shall survive the Purchaser's Representation Termination Date.

ARTICLE II

CLOSING AND PURCHASE PRICE

1) Earnest Money.

The Purchaser agrees to deposit with Escrow Agent (hereinafter defined), within three (3) days of the "Effective Date" (hereinafter defined) the sum of TEN THOUSAND DOLLARS (\$10,000.00) in cash ("Earnest Money"). The Earnest Money shall be held in an interest bearing account by Lutz, Webb & Bobo, P.A., Sarasota, Florida ("Escrow Agent") in a federally insured financial institution, with interest to accrue to Seller in the event of Purchaser's default. If the sale of the Property is consummated pursuant to the terms of this Agreement, the accrued interest on the Earnest Money shall belong to the Purchaser. If Purchaser terminates this Agreement in accordance with any right to terminate that Purchaser

is granted by the terms of this Agreement, the Earnest Money and accrued interest thereon shall be immediately returned to Purchaser, and no party hereto shall have any further obligations under this Agreement. Notwithstanding anything appearing to the contrary in this Agreement, the interest on the Earnest Money shall be earned by Purchaser, but paid to the party to whom the Earnest Money is paid. The Earnest Money shall be credited against the "Option Fee" (hereinafter defined) at Closing.

2) Closing.

a. Closing Date. The Closing shall take place within ten (10) days after the expiration of the Inspection Period and the Notice Period (hereinafter defined) at the offices of Seller's counsel, or at such other time and place as Seller and Purchaser may agree upon.

b. Closing Documents.

1. Seller's Documents. At the Closing, the Seller will, upon due performance by Purchaser of its obligations under the Agreement, deliver:

(a) such good and sufficient Assignment of Lease, bills of sale with covenants of warranty, and sufficient instruments of sale, in form and substance satisfactory to Purchaser's counsel, as shall be required to vest in Purchaser good, indefeasible and marketable title to all of the Facilities and related real estate leasehold interest used or to be used for the water system and the wastewater system in the Property, free and clear of liens and encumbrances of every nature, except as noted in the Title Policy, as same is updated during the Inspection Period;

- (b) copies of all of the files, documents, papers, agreements, books of account, customer lists, original cost invoices, engineering drawings, and records in Seller's possession pertaining to the wastewater utility business conducted by Seller in the Property, other than its minute books and stock records, and any other records reasonably needed by Seller;
- (c) all orders, permits, licenses or certificates issued or granted to Seller by any governmental authority in connection with any authorization related to the construction, operation or maintenance of its Facilities or the conduct of its wastewater utility business; and
- (d) a title insurance policy in an amount of the Minimum Purchase Price (hereinafter defined) for of the real estate leasehold interests listed on Exhibit 4 showing good and marketable title in Purchaser, subject only to the standard title exceptions.
- (e) Such other documents and deliveries as reasonable and necessary to carry out the terms of this Agreement.

2. Purchaser's Documents. Purchaser shall deliver at Closing:

- (a) The Option Fee in an amount equal to "Minimum Purchase Price" (hereinafter defined); and
- (b) An Opinion Letter of its counsel, Rose, Sundstrom & Bentley, LLP, that Purchaser is currently approved by the Commission to operate various utilities it owns in Florida and that this transaction will be approved by the Commission.

(c) Such other documents and deliveries as reasonably necessary to carry out the terms of this Agreement.

c. Proration; Taxes. At Closing, prorations of income and expense and the apportionment of taxes shall be apportioned between Seller and Purchaser as of the Date of Closing on the basis that Purchaser owns the Property on the Date of Closing, of the following items. The prorations and credits shall be applied to the cash due at Closing:

- (i) All real estate and personal property taxes and assessments based upon the discounted amount of the latest available bills. A final adjustment for such taxes shall be made between the parties at such time as the exact amount of such taxes becomes known. The 2001 taxes and the 2001 regulatory assessment fees shall be paid by Seller prior to closing.
- (ii) All income and revenues from the Facilities shall be prorated as of the Closing Date.
- (iii) All utility and/or service charges. Seller shall, where practical, cause meters to be read and obtain final invoices through and including the Date of Closing, and Seller shall be responsible for such final invoices. Where this is not practical, the parties shall assume equal per diem use over the period of the billing, and adjustment between the parties shall be made accordingly after Closing. Utility deposits, if any, with regard to utilities serving the Facilities shall be retained by Seller, and Purchaser shall replace any utility deposits or utility bonds outstanding with regard to any utility serving the Facilities. In the event any deposits have been received from utility

customers of Seller, such deposits shall be retained by Seller and shall serve as a credit to Purchaser against the purchase price.

- (iv) Any Assumed Contracts, including prepaid items or licenses to the extent they are assumable.
- (v) All salaries payable to employees employed in the operation and management of the Property, who are presently employed by Seller and who are to be employed by Purchaser after Closing, shall be paid through the Closing Date and such employees will be terminated as Seller's employees as of the Closing Date. Purchaser may hire Seller's employees effective after the Closing Date.
- (vi) All other operation expenses shall be prorated as of the date of Closing. Seller shall be responsible for all costs, expenses and expenditures on or prior to the Closing Date which have been incurred, accrued or are otherwise allocated on or prior to the Closing Date to the operation of the Property. All such operation expenses shall be Purchaser's responsibility subsequent to the Closing Date.
- (vii) The agreements of Seller and Purchaser set forth in this section (2)(c) shall survive the Closing and shall not be merged in the Deed.

d. Further Assurances. At the Closing and from time to time thereafter, Seller and Purchaser shall execute and deliver such further instruments of sale, conveyance, transfer and assignment, and take such other action, in order more effectively to sell, convey, transfer and assign to Purchaser any of the Seller's Facilities, to confirm the title of Purchaser thereto and to assist Purchaser in exercising rights with respect

thereto and to insure performance of Purchaser's post-closing obligations as set forth in this Agreement.

3) Purchase Price.

The Purchase Price shall be determined and paid as follows:

- a. At Closing, Purchaser shall pay Seller \$425,000 cash as a non-refundable option fee (sometimes hereinafter called the "Minimum Purchase Price" or "Option Fee") and, in addition, shall pay Seller 100% of its accounts receivable that are up to 30 days past due. All other accounts receivable shall be paid over to Seller when received by Purchaser.
- b. Purchaser shall, within 10 days of Closing, apply to the Commission for approval of this Agreement; transfer of the Certificate for water and wastewater service, approval of the rates, fees and charges applicable to Seller's water and wastewater utility customers on the Property and within said 10 day period, Purchaser shall also seek from Commission a rate base determination for the Facilities at its sole cost and expense. Purchaser agrees to hire George MacFarlane of Regulatory Consultants, Inc., 401 Interstate Boulevard, Sarasota, Florida 34240, at Purchaser's expense, in connection with its petition for a rate base determination and to work with Purchaser and Commission in seeking the highest possible rate base determination for the Facilities. Among other things, Mr. MacFarlane will prepare and support Purchaser's audit of Purchaser's rate base determination and otherwise support Purchaser's position of seeking the highest possible rate base determination for the Facilities before the Commission. Purchaser agrees to seek a rate base determination for the Facilities of no less than \$1,006,579 before the Commission. In the event the

Facilities are acquired pursuant to the right of first refusal referenced in Article III herein and in the event the Commission does not have jurisdiction over the transfer, the rate base determination will be made by a court of competent jurisdiction in Pasco County, Florida.

- c. Upon issuance of a rate base determination by Commission (or Pasco County Circuit Court if sold to Co-Op [hereinafter defined]) for the Facilities, the Purchase Price shall be adjusted as follows:

For each \$1 of rate base determination in excess of \$425,000, the Purchase Price shall be increased by \$1 until the Purchase Price has been adjusted to \$750,000. Thereafter, for each \$1 of rate base determination in excess of \$750,000, the Purchase Price shall be increased by 50¢ until the Purchase Price has been adjusted to \$800,000 (the "Maximum Purchase Price"). The adjusted Purchase Price shall be paid in cash, without proration or offset, within 20 days of the date that the rate base determination by Commission becomes final. By way of illustration, if the rate base determination is \$800,000, the adjusted Purchase Price would be \$775,000 (100% of first \$750,000 of rate base determination + 50% of next \$50,000 of rate base determination).

- d. In the event that Purchaser sells or contracts to sell or enters into a letter of intent or similar instrument to sell the Facilities prior to a final rate base determination by Commission (the "Resale"), the Purchase Price shall be adjusted according to the foregoing formula for each \$1 that the sales price on the Resale exceeds the

Minimum Purchase Price up to the Maximum Purchase Price; and said adjustment to the Purchase Price shall be paid in cash to Seller at the Closing of the Resale.

- e. This Article II shall survive Closing.

ARTICLE III

RIGHT OF FIRST REFUSAL NOTICE

Purchaser acknowledges that Forest Lake Estates Co-Op, Inc. ("Co-Op") has a right of first refusal to purchase Facilities pursuant to a Lease Agreement for Water and Wastewater Treatment Facilities between Forest Lake Estates Co-Op, Inc. ("Lessor") and Labrador Services, Inc. ("Lessee") dated June 10, 1999 (the "Utility Lease"). Within three business days from the Effective Date (hereinafter defined) Seller shall serve notice upon Co-Op of the price, terms and conditions of this Agreement. In the event Co-Op exercises in its right of first refusal as provided in the Utility Lease, then either party may cancel this Agreement and the Earnest Money Deposit shall be returned to Purchaser. In the event Co-Op fails to exercise its right of first refusal within the notice period provided in the Lease ("Notice Period"), then the parties shall proceed to with Closing under the terms and conditions of this Agreement.

ARTICLE IV.

INSPECTION PERIOD; CONDITION OF FACILITIES; PURCHASER'S

OPERATION OF FACILITIES PENDING TRANSFER OF CERTIFICATE

- 1) **Inspection Period.** Purchaser shall have the right, for a period of thirty (30) days after the Effective Date (hereinafter defined) (the "Inspection Period"), to physically examine the Facilities and conduct reasonable investigations with respect to the Facilities and all books, records, customer rolls and other instruments and documents relating to the Facilities, or the construction, ownership, operation or management thereof in Seller's possession.

Purchaser shall indemnify Seller from all loss, cost or expense for any Facilities damage, personal injury or death arising out of or by reason of Purchaser's examination and investigation hereunder. If Purchaser has not delivered written notice to Seller canceling this transaction prior to 6:00 p.m. on the expiration date of the Inspection Period, Purchaser shall be deemed to have approved the inspection and to have waived the contingency set forth in this Article IV. If Purchaser does cancel this transaction prior to 6:00 p.m. on the expiration date of the Inspection period, in its sole and arbitrary discretion, this Agreement shall be null and void, and all Earnest Money, and accrued interest thereon, shall be promptly returned to Purchaser.

During the times between 9:30 a.m. and 5:00 p.m. on weekdays only, from and after the Effective Date, herein defined, Seller shall afford Purchaser and its representatives access to the Facilities, including, but not limited to, the right to conduct Phase I environmental, soil, engineering and other tests and to inspect the mechanical, plumbing and utility systems located at the Facilities, together with all other aspects of the Facilities; provided, however, if Purchaser or its representatives enter upon the Facilities pursuant to the terms hereof, Purchaser agrees to indemnify, defend and hold Seller harmless from any loss, cause of action or claim arising out of or resulting from the acts or omissions of Purchaser under this paragraph. Purchaser may not open up utility systems or conduct soil borings without Seller's prior written approval, which approval shall not be unreasonably withheld. In the event such inspections or tests are permitted, Purchaser shall restore the Facilities to its condition prior to such inspection or test. Seller shall have the right to approve each consultant or inspector hired by Purchaser for inspection of the Facilities, which approval shall not be unreasonably withheld.

All information provided by Seller to Purchaser's representatives or accountants shall remain strictly confidential and shall not be used for any purpose other than to analyze Purchaser's prospective purchase of the Facilities. Should Purchaser for any reason whatsoever elect not to proceed with the closing of the sale and purchase of the Facilities, Purchaser shall give written notice to Seller of such fact within the aforesaid period, whereupon this Agreement shall terminate and the parties hereto shall have no further obligations under this Agreement, and Purchaser shall return to Seller all documents in its possession provided to Purchaser pursuant to this Agreement, and Seller shall return all of Purchaser's Earnest Money to Purchaser.

Purchaser will furnish Seller with copies of any reports obtained by Purchaser from third parties with respect to the physical condition of the Facilities or its operation.

The provisions of this Paragraph 1 shall survive the Closing or termination of this Agreement.

- 2) Purchaser's Operation of Facilities Pending Commission Approval of Transfer. Seller and Purchaser recognize that the transfer to Purchaser of the permits ("Permits") and the Certificate permitting the operation of the Facilities requires the approval of the Florida Department of Environmental Protection ("DEP"), and the Commission. Purchaser shall be responsible for applying for the transfer of the Permits and the Certificate and shall diligently and in good faith prosecute such applications at its sole cost and expense. Seller agrees to cooperate with the Purchaser regarding the application for the transfer of the Permits and Certificate and to provide Purchaser, at its sole cost and expense, all documents, information and material in its possession necessary for the DEP and Commission to consider the Purchaser's application. Purchaser shall pay all costs of such transfers and Purchaser

assumes all risk and expense with respect to the approval of the transfer of the Permits and the Certificate to Purchaser. In the event the transaction contemplated herein closes before such approval is obtained, the Purchaser shall operate the Facilities pending the DEP and Commission approval of the transfer of the Permits and the Certificates respectively, at its sole cost and expense with any net profits or losses accruing to the Purchaser until the transfer of the Certificate and Permits occurs. In such case, the Purchaser agrees to indemnify, defend and hold harmless Seller, its successors and assigns, from and against any and all claims, penalties, damages, liabilities, actions, causes of action, costs and expenses (including reasonable attorneys' fees), arising out of, as a result of or as a consequence of (i) the operation of the Facilities after the Closing Date, including without limitation, any property damage or injuries to persons, including death, caused thereby, (ii) the failure of the Facilities and the operation thereof to comply with the Certificate, the Permits, applicable licenses and all governmental statutes, rules, regulations and ordinances applicable thereto, and (iii) the failure of the Purchaser to pay all costs and expenses incurred after Closing in the operation of the Facilities. Purchaser shall maintain appropriate insurance with respect to its operation of the Facilities and the Seller shall be included as an additional insured on all such policies until approval of the transfer of the Permits and Certificate to Purchaser.

If a final decision refusing to transfer the Permits or the Certificate to the Purchaser is rendered by the DEP and /or Commission, Purchaser shall pursue its legal remedies to overturn the Commission and/or DEP's disapproval of the transfer of the Permits and the Certificate to Purchaser, at Purchaser's expense. In the event Purchaser, after diligent effort, is nonetheless unable to secure approval of the Permits and Certificate transfer, then, in such event: (i) Seller shall nonetheless retain the Option Fee as a non-refundable option fee;

(ii) Purchaser shall return to Seller all instruments of transfer set forth in paragraph 2(b) of this Agreement; (iii) Seller shall resume possession of the Facilities and continue to provide water and wastewater service to customers of the Facilities in accordance with the Permits and the Certificate; and (iv) the parties shall otherwise take such steps as necessary to restore each party to its position existing prior to the closing, save for the Option Fee, which is deemed earned and non-refundable upon payment at closing. Provided however, any income or expense accruing to the Facilities between the Closing and return of the Facilities to Seller upon final disapproval of the transfer shall inure to the sole benefit or detriment of Purchaser, as the case may be.

The parties may, if desirable, enter into a 99 year lease at Closing at a rental of Ten Dollars (\$10.00) per year, with respect to the operation of the Facilities, terminable upon acceptance of the transfer of the Certificate to the Purchaser. The provisions of this paragraph 2 shall survive Closing.

- 3) Condition of Facilities. Purchaser acknowledges that pursuant to this Agreement it will have an opportunity to inspect the financial and physical condition of the Facilities and the legal status of the Facilities. Purchaser further acknowledges that Purchaser and its principals have substantial experience and expertise in the acquisition, ownership and operation of utilities similar to the Facilities, and that Purchaser, in purchasing the Facilities, is relying upon its own expertise. Purchaser acknowledges that it is acquiring the Facilities in its “as is” condition, and “with all faults, whether such faults be latent or patent, without any warranties or representations, express or implied, concerning the Facilities from Seller, except as expressly set forth in this Agreement. If, prior to the Closing Date, the Purchaser has actual knowledge of a breach of a warranty or representation of Seller contained herein

and notwithstanding such breach proceeds to complete the Closing, the Purchaser shall be deemed to have waived the breach(es) in question, and shall have no right, at any time after Closing, to assert a claim, of any nature whatsoever, against the Seller or recover damages with respect to such known breach of representation or warranty. Further, if after discovering a material breach of a warranty or representation of Seller contained herein, the Purchaser does not elect to close on the acquisition of the Facilities, its sole remedy will be to terminate this Agreement and receive a full refund of the Earnest Money Deposit.

ARTICLE V

GENERAL

- 1) Purchaser's Operation. Upon Closing, Purchaser agrees to supply all customers within the Property with adequate and customary wastewater utility service, and to operate, maintain and repair all Facilities acquired herein in accordance with the Permits.
- 2) Non-Waiver. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
- 3) Notices. Any notice of delivery required to be made hereunder may be made by mailing a copy thereof addressed to the appropriate party as follows:

If to Purchaser: Utilities, Inc.
 2385 Sanders Road
 Northbrook, IL 60062
 Attn: Jim Camaren
 Chairman & Chief Executive Officer

With copy to: William E. Sundstrom, Esq.
 Rose, Sundstrom & Bentley, LLP
 2548 Blairstone Pines Drive
 Tallahassee, FL 32302-1567

If to Seller: Labrador Services, Inc.
c/o Sylvie Viau and Paul LeBlanc, Esq.
McCarthy & Tetrault
1170 Peel Street, #500
Montreal, Canada H3B 4S8

With copy to: Richard S. Webb, IV, Esq.
Lutz, Webb & Bobo, P.A.
2 N. Tamiami Trail, Suite 500
Sarasota, FL 34236

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

- 4) Exhibits. The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.
- 5) Counterparts; Facsimile Signatures. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto. Facsimile signatures shall have the same effect as an original signature hereto.
- 6) Agreement to Survive Closing. Any provision which by its nature or effect is required to be performed, or which may be performed, or which may be breached after delivery of the Assignment of Lease, shall survive said Assignment of Lease except as otherwise expressly provided by this Contract. The time limitations applicable to Seller's Representative and Warranties set forth in Article I shall not be applicable to this or to other survival provisions expressly set forth in this Agreement.
- 7) Authority. Each party hereto represents and warrants to the other that the execution of this Agreement is within the power of the respective parties and has been duly authorized by all

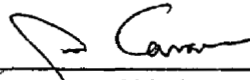
necessary partnership or corporate actions; and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

- 8) Effective Date. This Agreement shall not be effective unless signed by both Purchaser and Seller, and, as used in this Agreement, the terms “date of this Agreement” or “date hereof” shall mean and refer to the date of execution of the last of Purchaser and Seller to execute this Agreement (the “Effective Date”).
- 9) Governing Law. This Agreement shall be governed by the laws of the State of Florida.
- 10) Indemnification. Purchaser agrees to indemnify Seller, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Purchaser under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Seller by Purchaser. Seller agrees to indemnify Purchaser, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost, accruing or resulting from any misrepresentation or breach of any representation, or warranty or agreement made or to be performed by Seller under this Agreement or from any misrepresentation in or material omission from any certificate or other documents furnished or to be furnished to Purchaser by Seller.
- 11) Limitation of Remedies. Notwithstanding anything to the contrary stated in this Agreement, in no event shall either party hereto be liable to the other for consequential, special, incidental or punitive damages, it being agreed that any damages claimed by one party hereto against the other shall be limited to actual damages.

12) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. It is specifically understood that Purchaser intends to transfer its rights and obligations under this Agreement to a separate wholly-owned subsidiary of Utilities, Inc.

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

UTILITIES, INC.

By: 
Chairman & Chief Executive Officer
Date: 3/15/02

LABRADOR SERVICES, INC.

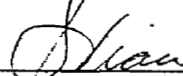
By: 
Print name: Sylvie Viau
Title: Director (Executrix for the estate)
Date: 2002/04/02

EXHIBIT "1"
PROPERTY LEGAL DESCRIPTION

PARCEL I:

(Sewer Treatment Plant)

A tract of land lying in Sections 5 and 8, Township 26 South, Range 22 East, Pasco County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Section 5, also being the Northwest corner of said Section 8; thence S 01°04'30" W, along the West boundary of said Section 8, a distance of 1030.84 feet; thence S 89°55'55" E, a distance of 2097.29 feet; thence N 00°00'38" W, a distance of 563.80 feet; thence N 85°54'31" W, a distance of 45.44 feet to the Point of Beginning; thence continue N 85°54'31" W, a distance of 65.42 feet; thence N 41°22'21" W, a distance of 513.27 feet; thence N 39°53'40" E, a distance of 187.85 feet; thence N 36°26'57" E, a distance of 162.61 feet; thence N 30°54'52" E, a distance of 120.54 feet; thence N 25°23'43" E, a distance of 52.02 feet; thence S 83°04'07" E, a distance of 103.78 feet; thence S 00°00'38" E, a distance of 802.65 feet to the Point of Beginning.

PARCEL II:

(Water Treatment Plant)

Commence at the West ¼ Corner of Section 5, Township 26 South, Range 22 East, Pasco County, Florida; run thence S 00°35'43" W, along the West boundary of the Southwest ¼ of said Section, 210.43 feet; thence N 89°54'15" E, 996.51 feet for a Point of Beginning; thence continue N 89°54'15" E, 265.94 feet; thence S 00°02'02" E, 5.16 feet; thence S 37°13'59" E, 54.81 feet; thence S 45°07'40" W, 192.77 feet; thence N 53°48'08" W, 201.31 feet; thence N 00°02'02" W, 65.76 feet to the Point of Beginning.

PARCEL III:

TOGETHER WITH an easement for ingress and egress for the benefit of PARCELS I and II, as created by Easement Grant recorded in O.R. Book 4170, page 849, of the public records of Pasco County, Florida.

PARCEL IV:

The Southeast ¼ of the Southwest ¼, and the South ½ of the Northeast ¼ of the Southwest ¼ of Section 32, Township 25 South, Range 22 East, Pasco County, Florida; LESS that part thereof within any railroad rights-of-way.

EXHIBIT "1-A"

CERTIFICATE

(To be furnished during the Inspection Period)

EXHIBIT "2"

FACILITIES

(To be furnished during the Inspection Period)

EXHIBIT "3"

PLANS AND SPECIFICATIONS FOR FACILITIES

(To be furnished during the Inspection Period)

EXHIBIT "4"

SELLER'S DISCLOSURE LIST

(To be completed within fifteen (15) days from the Effective Date)

COMPOSITE EXHIBIT "C"

**LEASE AGREEMENT FOR
WATER AND WASTEWATER TREATMENT FACILITIES**

THIS LEASE AGREEMENT (hereafter, the "Agreement") is made and entered into this 10th day of June, 1999, by and between FOREST LAKE ESTATES CO-OP., INC., a Florida not-for-profit corporation ("Lessor"), and LABRADOR SERVICES, INC., a Florida corporation ("Lessee").

R E C I T A L S

1. Lessor is the owner of the real property in Pasco County, Florida operated as Forest Lake Estates Mobile Home Park and Forest Lake Village R.V. Park located at 6429 Forest Lake Drive, Zephyrhills, Florida 33540 (collectively the "Parks").
2. Lessee is the owner of a water production, storage, treatment, transmission, and distribution system (the "Water Plant"), and a wastewater collection, transmission, treatment and disposal system (the "Wastewater Treatment Plant") (the Water Plant and the Wastewater Treatment Plant are sometimes hereafter collectively referred to as the "Systems"). The Systems are located within the boundaries of and service, the Parks.
3. Lessor is the owner of lands in Pasco County, Florida lying under the Systems, said lands being more particularly described in Exhibit "A" attached hereto, with parcel one therein being the site of the Water Plant, parcel two therein being the site of the Wastewater Treatment Plant, and parcel three being the site of the waste water irrigation site, a component of the Waste Water Treatment Plant, said lands being hereinafter collectively referred to as the "Leased Premises".
4. Lessor has agreed to lease the Leased Premises to Lessee pursuant to the Modification to Purchase Agreement dated as of the date of this Agreement, the terms of which grant Lessee the right to lease the Leased Premises from Lessor; to grant a separate non-exclusive perpetual easement and rights of way through, under, over, on and across the Parks to patrol, inspect, alter, improve, repair, rebuild, remove, replace, construct, reconstruct, operate and maintain Systems and other attachments, fixtures, equipment, and accessories desirable in connection therewith over, under, through, upon, and across the Parks at such places, streets, parcels and lots as may be necessary for efficient delivery of utility services to all occupants in the Parks, and to assign such existing easements to Lessee as may be necessary for the foregoing purposes.
5. Lessor desires that Lessee act as the sole and exclusive provider of water and wastewater utility service to the Parks and Lessee agrees to provide such utility services to the residents

and the common areas of the Parks under the terms and conditions set forth in this Agreement.

6. Lessor and Lessee desire to set forth herein the terms and conditions under which the Lessee shall be granted the sole and exclusive right to use the Leased Premises to operate and maintain the Systems and shall be granted the sole and exclusive right to provide water and wastewater utility services to the residents of the Parks.
7. The Parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Agreement.

ACCORDINGLY, for and in consideration of the sum of Ten (\$10.00) Dollars, the above Recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. AGREEMENT TO LEASE. Subject to the terms and conditions hereinafter set forth, Lessor hereby demises and leases the Leased Premises exclusively to Lessee and Lessee does hereby hire and take the Leased Premises from Lessor.

SECTION 2. TERM. To have and to hold for a term of ninety-nine (99) years for parcels one and two and for a term of thirty (30) years for parcel three, unless sooner terminated, as provided hereinbelow. The term of this lease shall commence on the date on which the last of the parties executes the Agreement below ("Effective Date") and shall expire ninety-nine (99) years from that date for parcels one and two and thirty (30) years from that date for parcel three.

SECTION 3. RENTAL. The rent reserved under this Agreement shall be as follows:

1. Annual rental of \$12,000 per year for parcels 1 and 2, payable in equal monthly installments of \$1,000 per month, payable the first day of each month.
2. Annual Rental from parcel 3 shall be \$30,000 per year payable in 12 equal monthly installments of \$2,500 per month, payable on the first day of each month.
3. The annual rental amounts in subparagraphs 1. and 2. above shall increase based upon the Consumer Price Index (as hereinafter defined) commencing on the seventy-third (73rd) month from the date of this Agreement. Every six (6) years thereafter, rental amounts shall be increased to an amount equal to the increase in the Consumer Price Index which shall be determined every six (6) years and paid at the new rental rate adjusted by the cumulative increase over the prior six (6) years. "Consumer Price Index" shall mean the Consumer Price Index which is presently designated as the United States City Average for All Urban

Consumers, All Items, with a base period equaling 100 in 1982-1984. In the event the statistics are not available or in the event that publication of the Consumer Price Index is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis of an index chosen by Lessor as a comparable and recognized index of the purchasing power of the United States consumer dollar published by the United States Department of Labor or other governmental agency.

4. Real estate taxes (both ad valorem taxes and non ad valorem taxes) and special assessments, if any, for parcels one and two shall be paid by Lessee.
5. Real estate taxes (both ad valorem taxes and non ad valorem taxes) and special assessments, if any, for parcel three shall be paid by Lessor.
6. Personal property taxes on the Systems, and necessary license and occupational fees, insurance, repair, maintenance and compliance costs for the Systems shall be paid by Lessee.

SECTION 4. USE OF LEASED PREMISES: LESSEE EXCLUSIVE PROVIDER OF UTILITY SERVICES. Lessee agrees that, throughout the term of this Agreement, it shall utilize the Leased Premises for water production, storage, treatment, transmission, distribution, and for wastewater collection, transmission, treatment and disposal, and for no other purpose, except upon the express written consent of the Lessor. Lessee further agrees that it shall maintain, operate and administer the Leased Premises and Systems in a manner consistent with customary standards. Lessor agrees that, throughout the term of this Agreement, Lessee shall be the sole and exclusive provider of water and wastewater utility services for the residents of the Parks.

SECTION 5. SERVICE TO THE PARKS. Lessee shall provide water and wastewater services to each occupied homesite and the common areas within the Parks.

SECTION 6. CUSTOMER RATES. Lessee shall charge each lot occupied by a mobile home (the "Occupied Homesite") of Forest Lake Estates Mobile Home Park an all inclusive fee of \$15 per month per serviced lot for both water and sewer services and each RV lot of Forest Lake Village R.V. Park, regardless of occupancy, an all inclusive fee of \$10 per month per serviced lot for both water and sewer services, which charge shall be due on the first day of each month. Lessor acknowledges that the \$15 fee for each Occupied Homesite and the \$10 fee for each RV lot shall be paid regardless of consumption. The foregoing rates and charges shall remain unchanged until Lessee obtains a certificate from the Florida Public Service Commission ("PSC") for the Systems or until the Systems are sold to a PSC licensed utility who will assess rates in accordance with applicable law. Lessee may pursue collection of delinquent accounts, including the filing of legal actions and termination of service to customers consistent with the practice of independent utility providers in the Pasco and Hillsborough County area. Until such time as the Systems are sold or Lessee obtains a certificate from PSC for the Systems, Lessee shall provide a monthly accounting

to Lessor and shall remit any profits from the operation of the Systems to Lessor. For one hundred eighty (180) days from the date of this Agreement, Lessor shall collect and remit to Lessee on a monthly basis the monies collected for water and sewer services for each occupied homesite during which time Lessee shall file an application with the PSC. After said one hundred eighty (180) days, Lessee shall collect its charges for water and sewer services from each occupied homesite. Lessor shall have no obligation or liability to Lessee for any uncollected charges for water and sewer services.

SECTION 7. LIMITED OPTION TO PURCHASE SYSTEMS. Lessee, subject to the limitations hereinafter set forth, grants to the Lessor, a limited option to purchase all of Seller's right, title, and interest in and to the Systems and its leasehold interest in the Leased Premises together with all easements, rights of way, licenses, privileges, hereditaments, and appurtenances, if any, inuring to the benefit of the Systems. all improvements and fixtures situated on the Leased Premises and all intangible personal property owned by Lessee and used in the ownership, operation and maintenance of the Systems and Leased Premises, including without limitation, all contract rights, instruments, documents of title, general intangibles, transferable licenses and good will pertaining to the ownership, operation and maintenance of the Systems.

- A. Term. The option hereby granted must be exercised by the Lessor no later than December 31, 1999. This option shall expire without notice and be of no further effect upon the earlier of December 31, 1999 or notification from Lessee of a bona fide offer to purchase Lessor's interest in the Systems and the Leased Premises pursuant to Lessor's right of first refusal to acquire the Systems more fully described below. Upon such notification of a bona fide offer and purchase the Systems pursuant to its right of first refusal set forth in subsection 7(K) below, Lessor's sole and exclusive right with respect to acquiring the Systems, shall be its right of first refusal set forth in subsection 7(K) below.
- B. Exercise of option. The option granted may be exercised by written notice delivered by the Lessor to the Lessee at the address stated in Section 11 of this Agreement.
- C. Purchase Price. Subject to the adjustments and prorations hereinafter described, the purchase price to be paid by the Lessor to the Lessee for the purchase of the Systems and Lessee's leasehold interest in the Leased Premises shall be the "fair market value" of the Systems and the leasehold interest in the Leased Premises and easements benefitting same as of the date the option to purchase is exercised. "Fair market value" shall be determined by an appraiser experienced in appraising utility systems of the type and nature of the Systems. In the event the parties cannot agree upon an appraiser, then each party shall select an appraiser, with both appraisers having significant experience in evaluation of the utility systems comparable to the Systems, and these two appraisers shall pick a third appraiser, who shall also have significant experience in appraising utility systems comparable to the Systems. The third appraiser so selected shall value the Systems together with the leasehold

interest in the Leased Premises and easements benefitting same. The valuation by this third appraiser shall be binding upon the parties. The purchase price for the Systems, as determined by the foregoing appraisal, shall be payable, in cash, at closing.

- D. Physical Condition of Systems. Lessor acknowledges that upon the exercise of its option to purchase the Systems or upon its exercise of its right of first refusal described below, the Systems will be acquired by Lessor AS IS, WITH ALL FAULTS, AND WITHOUT EXPRESSED OR IMPLIED WARRANTY AS TO THE FITNESS FOR ANY PARTICULAR PURPOSE.
- E. Adjustments; Prorations. All receipts and disbursements relating to the Systems will be prorated on the Closing Date with the Closing Date being the Seller's date for purposes of the prorations. The purchase price will be adjusted on the following basis:
1. Receipts - Any revenues received with respect to the Systems earned and attributable to the period through the Closing Date will be paid to the Lessee to the extent that such sums have been collected on or before the Closing Date; amounts earned and attributable to the period beginning the day after the Closing Date, and thereafter, will be paid to the Lessor. On receipt, after the Closing Date by the Lessor of accounts receivable with respect to the revenues earned through the Closing Date, the same will be promptly paid to Lessee; provided that Lessor will have no obligation to enforce the collection of said sums, such right being reserved to the Lessee.
 2. Disbursements - All sums due for accounts payable which were owing or incurred in connection with the Systems through the Closing Date will be paid by the Lessee. The Lessor will promptly furnish to the Lessee any bills for such period received after the Closing Date for payment and Lessor will have no further obligation with respect thereto.
 3. Property Taxes; Licenses - Personal property taxes, real property ad valorem taxes, non ad valorem taxes, special assessments, license and occupational fees for the calendar year in which the Closing Date occurs will be prorated through the Closing Date, based upon the latest available tax rate and assessed valuation.
 4. Insurance - Lessee will terminate all existing insurance policies on the Closing Date and the Lessor will be responsible for placing all insurance coverage desired by the Lessor. Any prepaid insurance premiums will be retained by the Lessee.
- F. Default; Remedy - In the event that either party fails to perform such party's obligations hereunder (except as excused by the other party's default), the party claiming default will make written demand for performance. If either party fails to comply with such written

demand within 45 days after receipt thereof, the non-defaulting party will have the option to waive such default, to demand specific performance or to terminate this Agreement. On termination of this Agreement by reason of default, the parties will be discharged from all further obligations and liabilities hereunder, provided, however, all rights and remedies set forth in Section 37 of this Agreement shall survive termination.

- G. Lessor's Indemnification of Lessee. After the Closing of purchase of Lessor's rights in the Systems and Leased Premises ("Closing"), the Lessor agrees to defend, indemnify, and hold the Lessee harmless from all damages, liabilities, costs and expenses (including attorneys fees and other litigation expenses) arising from the ownership, use, and operation of the Systems incurred or accrued after the Closing or which are specifically assumed by the Lessor. The indemnification procedures to be followed will be those set forth in Section 10 of this Agreement.
- H. Assignability. This option is personal to Lessor and may not be assigned. Any attempt to assign this option shall be null and void.
- I. Deposit. At the time of the exercise of the option of right of refusal described below, Lessor shall make a \$25,000 earnest money deposit to be credited to Lessor at Closing, which deposit will be held by a mutually agreeable escrow agent.
- J. Closing. Closing on the option to purchase the Systems or under Lessor's exercise of its right of first refusal shall occur on or before 45 calendar days from Lessor's exercise of the option or right of first refusal, as the case may be.
- K. Lessor's Right of First Refusal. In addition to the option granted in this Section 7, Lessor shall have the right to purchase the Systems by meeting the exact terms and conditions of any bona fide offer to purchase the Systems that Lessee receives. Lessee shall have 20 days from notification of the bona fide offer to accept and exercise its right of first refusal, which acceptance must be in writing and delivered to Lessee as provided in the Notice provision in Section 11 of this Agreement. This right of first refusal is personal to Lessee's sale of its interest in the Systems and the Leased Premises and in the event that Lessee sells the property to a third party and Lessor fails to exercise its right of first refusal, then Lessor's right of first refusal shall expire without notice and be of no further effect. This right of first refusal is not assignable. Any attempt to assign this right of first refusal shall be void.

SECTION 8. TERMINATION OF LEASE. Lessor and Lessee agree that this Agreement may be terminated during the ninety-nine (99) year term as follows:

This Agreement may be terminated by Lessee as to either parcel one, two, or three, or all of them, solely, at Lessee's discretion, with termination to be effective 180 days after written notice to Lessor

(the "Termination Date"). Upon the Termination Date, Lessee and Lessor shall prorate revenues and expenses for the Systems as set forth in subsection 7(E) of this Agreement through the Termination Date, with Lessee retaining its rights to collect revenues earned prior to the Termination Date and Lessee and Lessor shall be released and discharged from their respective obligations under this Agreement; provided, however, Lessee shall continue to make the rental payments due to Lessor for parcel three pursuant to Section 3 of this Agreement through and including the seventy-second (72nd) month of the term of this Agreement.

In the event that this Agreement is terminated, as aforesaid, then Lessee agrees that it shall deliver up possession of the Leased Premises and the Systems to the Lessor as of the Termination Date.

SECTION 9. UTILITIES, REPAIRS, AND OTHER EXPENSES. During the term of this Agreement, the Lessee shall provide potable water service to Lessor for service area of the existing water service to the service area. Such potable water service shall be provided by Lessee at the rates set forth in Section 6 of this Agreement with no additional charges or costs for the common areas of the Parks. The Lessee agrees that it shall pay for the operating costs necessary to operate and maintain the Systems. Lessee shall be responsible for the payment of all maintenance and repairs that may, from time to time, be required in order to keep the Systems in good operating condition and repair.

SECTION 10. LIABILITY OF PARTIES. Lessee shall indemnify and hold Lessor harmless for any claims, actions, expenses or damages, including costs and attorney's fees, at trial and appeal, which Lessor incurs for personal injury or property damage that occurs as a direct result of the negligent act or omission of Lessee, its agents, contractors, representatives and/or employees in the operation or maintenance of the Systems, under the following terms and conditions:

(a) A party seeking indemnification (the "Claimant") shall promptly notify the party from whom indemnification is sought (the "Indemnitor") of any liabilities for which the Indemnitor may be liable hereunder. A Claimant seeking indemnification for any claims brought by third parties shall endeavor to notify the Indemnitor in writing within fifteen (15) days after receipt of written notice of the third party claim (which notice of claim from a third party shall be of a nature which will reasonably advise the recipient of the fact that such a claim is being made). The notice will, to the extent possible, be sufficiently detailed so the Indemnitor is or will be able to reasonably understand the nature of the claim. The right of indemnification under the Agreement shall not be affected by any failure to give or any delay in giving any notice required herein, unless, and then only to the extent that, the rights and remedies of the Indemnitor shall have been prejudiced thereby.

(b) The Indemnitor shall have the right to negotiate with the third party relative to a claim, to control all settlements and to select lead counsel to defend any and all claims. The Claimant may select counsel to participate in any defense at the Claimant's sole cost and expense.

(c) In connection with any claim, all parties shall cooperate with each other and provide each other with access to relevant books and records in their possession or under their control, all at the cost of the Indemnitor.

(d) Lessor shall only be liable hereunder for actual claims, losses, damages, costs and expenses arising from matters covered under this indemnity. In no event shall Indemnitee be liable to Claimant for consequential, special, incidental or punitive damages, which are expressly excluded from this indemnity.

SECTION 11. NOTICES. Any notices which are required or permitted hereunder shall be delivered by United States mail, return receipt requested, postage prepaid or by hand delivery, to the parties at the following addresses:

LESSEE: Labrador Services, Inc.
39 Treasure Circle
Sebastian, Florida 32958

with copy to: Richard S. Webb, IV, Esq.
Lutz, Webb & Bobo, P.A.
2 North Tamiami Trail, Suite 500
Sarasota, Florida 34236

LESSOR: Forest Lake Estates Co-Op. Inc.
6429 Forest Lake Drive
Zephyrhills, Florida 33540

with copy to: David Bernstein, Esq.
Ruden, McClosky, Smith, Schuster & Russell, P.A.
150 Second Avenue North, 17th Floor
P.O. Box 14034 (33733)
St. Petersburg, Florida 33701

Notice of an address change shall be given in writing by the appropriate party to the other prior to the change. All notices shall be deemed delivered three (3) days after deposit in the United States mail, or at the time of hand delivery. Facsimile transmissions shall be treated as originals for purposes of giving notice under this Agreement.

SECTION 12. INSURANCE. Lessee agrees to provide and maintain hazard and liability insurance upon the Systems and Leased Premises throughout the term of this Agreement. Lessor shall be named as an additional insured.

SECTION 13. ASSIGNMENTS AND SUBLEASES. Lessee may assign or sublease all or any part of the Systems and Leased Premises without the prior written consent of the Lessor.

SECTION 14. COVENANTS RUNNING WITH THE LAND; SUCCESSORS AND ASSIGNS. All covenants and agreements herein contained shall run with the lands described in Exhibit "A" and shall be binding on the parties and shall inure to the benefit of the successors and assigns of the parties hereto.

SECTION 15. QUIET ENJOYMENT. Lessee, upon paying the rent reserved hereunder and performing all the other covenants and conditions required to be performed under this Agreement, shall and may peaceably and quietly have, hold and enjoy the Systems and the Leased Premises hereby demised for the term aforesaid, free from disturbance by the Lessor or anyone claiming by, through or under the Lessor.

SECTION 16. ENVIRONMENTAL INDEMNITY. Lessee, subject to the procedures and the limitations set forth in Section 10 of this Agreement, hereby agrees to indemnify, reimburse, defend and hold harmless Lessor, First Union National Bank and Resident Co-op Finance, LLC, and their officers, directors, employees, successors and assigns from and against all demands, claims, civil or criminal actions or causes of action, liens, assessments, civil or criminal penalties or fines, losses, damages, liability, obligations, costs, disbursements, expenses or fees of any kind or of any nature (including, without limitation, cleanup costs, attorneys', paralegals', consultants' or experts' fees and disbursements and costs of litigation) which may at any time be imposed upon, incurred by or asserted or awarded against Lessor directly or indirectly, related to or resulting from: (a) any acts or omissions of Lessee at, on or about the Leased Premises which contaminate air, soils, surface waters or ground waters over, on or under the Leased Premises; (b) the breach of any representation or warranty under this Agreement; (c) pursuant to or in connection with the application of any Environmental Law, the acts or omissions of Lessee or its affiliates which result in any environmental damage alleged to have been caused, in whole or in part, by the manufacture, processing, distribution, use, handling, transportation, treatment, storage, or disposal of any Hazardous Substance on, in or about the Leased Premises; or (d) the presence, whether past present or future, of any Hazardous Substances introduced by Lessee or its agents, successors, assigns, contractors or employees, on, in or about the Leased Premises.

(a) Lessee's indemnification obligation under this section shall be subject to and limited by the procedures and the limitations set forth in Section 10 of this Agreement and shall continue, survive and remain in full force and effect notwithstanding termination of this Agreement.

(b) Those liabilities, losses, claims, damages and expenses for which a lender is indemnified under this section shall be reimbursable to Lessor at Lessor's option to make payments with respect thereto, without any requirement of waiting for ultimate outcome of any litigation, claim or other proceeding, and Lessee shall pay such liability, losses, claims, damages and expenses to

Lessor as so incurred within thirty (30) days after notice from Lessor itemizing the amounts incurred to the date of such notice.

(c) Lessee waives any acceptance of this indemnity by Lessor. The failure of Lessor to enforce any right or remedy hereunder, or to promptly enforce any such right or remedy, shall not constitute a waiver thereof nor give rise to any estoppel against Lessor, nor excuse Lessee from its obligations hereunder. Any waiver of such right or remedy must be in writing and signed by Lessor. This indemnity is subject to enforcement at law and/or equity, including actions for actual damages and/or specific performance; provided, however, any provision in this Section 16 to the contrary notwithstanding, Lessee shall in no event be liable for consequential, special, incidental or punitive damages.

(d) For purposes of this Agreement, "Environmental Law" shall mean any applicable federal, state, or local statutory or common law, ordinance, rule or regulation, relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, and any law, rule or regulation relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or chemicals, or industrial, toxic or hazardous substances or waste into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or chemicals or industrial, toxic or hazardous substances or wastes.

(e) For the purposes of this Agreement, the term "Hazardous Substance" means any substance or material (i) identified in Section 101(14) of CERCLA, 42 U.S.C. Statute 9601(14) and as set forth in Title 40, Code of Federal Regulations, part 302, as the same may be amended from time to time, or (ii) determined to be toxic, a pollutant or contaminant, under Federal, state or local statute, law, ordinance, rule, or regulation or judicial or administrative order or decision, as same may be amended from time to time, (iii) asbestos, (iv) radon, (v) polychlorinated biphenyls and (vi) such other materials, substances or waste which are otherwise dangerous, hazardous, harmful or deleterious to human health or the environment.

SECTION 17. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT.

(a) This Agreement is and shall be subject and subordinate to that certain Mortgage and Security Agreement between Lessor and First Union National Bank and that certain Mortgage and Security Agreement between Resident Co-op Finance, LLC and Lessor (collectively, the "Mortgage") encumbering the Parks and the Leased Premises and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage.

(b) In the event of a foreclosure of the Mortgage or should a mortgagee obtain title by deed in lieu thereof, or otherwise, Lessee may continue its occupancy of the Leased Premises in

accordance with the terms and provisions of this Agreement, so long as Lessee continues to pay rent and otherwise to perform its obligations thereunder.

(c) Lessee agrees to attorn to: (i) said mortgagee when in possession of the Leased Premises; (ii) a receiver appointed in an action or proceeding to foreclose the Mortgage or otherwise; or (iii) to any party acquiring title to the Leased Premises as a result of foreclosure of the Mortgage or deed in lieu thereof. Lessee further covenants and agrees to execute and deliver, upon request of a mortgagee, or its assigns, an appropriate agreement of attornment with any subsequent titleholder of the Leased Premises.

(d) This Section 17 is to be effective and self-operative without the execution of any other instrument.

SECTION 18. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

SECTION 19. WAIVER AND AMENDMENT. No provision of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by both parties. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion. No acceptance by Lessor of an amount less than the annual rent set forth in Section 3 shall be deemed to be other than a payment on account of the earliest such rent or other payments then due or in arrears nor shall any endorsement or statement on any check or letter accompanying any such payment be deemed a waiver of Lessor's right to collect any unpaid amounts or an accord and satisfaction.

SECTION 20. SUCCESSORS BOUND. Except as otherwise specifically provided herein, the terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the respective heirs, successors, executors, administrators and assigns of each of the parties hereto.

SECTION 21. NO MERGER. The voluntary or other surrender of this Agreement by Lessee, or a mutual cancellation thereof, shall not result in a merger of Lessor's and Lessee's estates, and shall, at the option of Lessor, either terminate any or all existing subleases or subtenancies, or operate as an assignment to Lessor of any or all of such subleases or subtenancies.

SECTION 22. CAPTIONS. Captions are used throughout this Agreement for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof.

SECTION 23. SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held unenforceable by any court of competent jurisdiction, the remainder shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

SECTION 24. CHARACTERIZATION. It is the intent of the parties hereto that the business relationship created by this Agreement and any related documents is solely that of a long-term commercial lease between Lessor and Lessee and has been entered into by both parties in reliance upon the economic and legal bargains contained herein. None of the agreements contained herein are intended, nor shall the same be deemed or construed, to create a partnership between Lessor and Lessee, to make them joint venturers, to make Lessee an agent, legal representative, partner, subsidiary or employee of Lessor, nor to make Lessor in any way responsible for the debts, obligations or losses of Lessee.

SECTION 25. EASEMENTS. During the Lease Term, Lessor shall have the right to grant non-exclusive electric or cable utility easements on, over, under and above the Leased Premises without the prior consent of Lessee, provided that such non-exclusive electric or cable utility easements will not materially interfere with Lessee's long-term use of the Premises.

SECTION 26. FURTHER ASSURANCES. Each of the parties agrees to sign such other and further documents and otherwise cooperate with each other as may be necessary or appropriate to carry out the intentions expressed in this Agreement.

SECTION 27. ENTIRE AGREEMENT. This Agreement, and any other instruments or agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided.

SECTION 28. CHOICE OF LAW; VENUE. The creation of this Agreement and the rights and remedies of Lessor with respect to the Premises shall be governed by and construed in accordance with the internal laws of the State of Florida. Venue for the resolution of any dispute between the Lessor and Lessee shall be in Pasco County, Florida and those Florida and federal courts whose jurisdiction includes Pasco County, Florida.

SECTION 29. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all such counterparts shall constitute but one agreement.

SECTION 30. RECORDING OF LEASE. After execution of this Agreement, the parties shall execute and record in Pasco County, Florida, a short form memorandum describing the Land and the stating the Lease Term and other information the parties agree to include. The Memorandum of Lease to be executed and recorded is attached as Exhibit "B".

SECTION 31. NO BROKERAGE. Lessor and Lessee represent and warrant to each other that they have not contracted with any broker for compensation for real estate services in connection with this Agreement. Each of Lessor and Lessee agrees to protect, indemnify, save and keep harmless the other, against and from all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees, arising out of, resulting from or in connection with their breach of the foregoing warranty and representation.

SECTION 32. NO ASSUMPTION OF LIABILITIES BY LESSOR. The parties acknowledge that Lessor shall not incur any liabilities with respect to Lessee. Accordingly, in addition to the other terms and conditions of this Agreement, Lessor shall neither assume nor be liable for any payments and benefits to past and/or present employees of Lessee in connection with the business it conducts on or from the Premises except as otherwise agreed to in writing by Lessor, including, but not limited to, salaries, wages, commission, bonuses, vacation pay, health and welfare contributions, pensions, profit sharing, severance or termination pay, or any other form of compensation or fringe benefit.

SECTION 33. NO JOINT VENTURE. Lessee acknowledges that Lessor shall not be deemed a partner or joint venturer with Lessee or any contractor, agent, representative, management company or broker affiliated with Lessee. Lessee shall indemnify and hold Lessor harmless from and against any and all liabilities, damages, claims of losses, demands, costs or fees (including attorney's fees) incurred based on any such assertion, under the procedures and subject to the limitations set forth in Section 10 of this Agreement.

SECTION 34. NO CONSTRUCTION. No construction shall be commenced on any portion of parcel three without the prior written consent of Lessor.

SECTION 35. NO IMPACT FEES. All impact fees relating to the Systems shall be paid by Lessee. In no event shall Lessor or any resident of the Parks be responsible for any impact fees relating to the Systems, including but not limited to hook-up fees for individual mobile homes located in the Parks.

SECTION 36. TIME IS OF THE ESSENCE. Time is of the essence with respect to each and every provision of this Agreement in which time is a factor.

SECTION 37. COMPLIANCE WITH LAWS. The use, operation and occupation of the Leased Premises, and the condition thereof, shall, be at the sole cost and expense of Lessee and Lessee shall fully comply with all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals or any governmental agencies, departments, commissions, bureaus, boards or instrumentalities of the United States, the state in which the Leased Premises are located and all political subdivisions thereof, including, without limitation, all health, building, fire, safety, and other codes, ordinances and requirements.

SECTION 38. DEFAULT. If a monetary default shall occur hereunder which is not cured within fifteen (15) days following receipt of written notice to Lessee from Lessor or if a non-monetary default shall occur hereunder and remains uncured for thirty (30) days or more following receipt of written notice to Lessee from Lessor or the Department of Environmental Protection, unless steps have, in good faith, been commenced promptly by Lessee to rectify the non-monetary default during the thirty (30) day period (or shorter time period if required by applicable law) and Lessee thereafter prosecutes the rectification to completion with diligence and continuity, Lessee shall be deemed in default under this Agreement. In the event that Lessee shall be deemed in default under this Agreement, Lessor shall then be entitled to terminate this Agreement prior to the natural expiration thereof. Upon the exercise of Lessor's right to terminate this Agreement, Lessor or its agents may immediately or any time thereafter, re-enter and resume possession of the Leased Premises and remove all persons and property therefrom, by a suitable action or proceeding at law. In addition to any insurance and indemnity provision contained in this Agreement, upon the default of Lessee under this Agreement, Lessor shall be entitled to recover any and all actual damages incurred by Lessor as a result of Lessee's default, but not consequential, special, incidental or punitive damages. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute and shall survive termination of this Agreement.

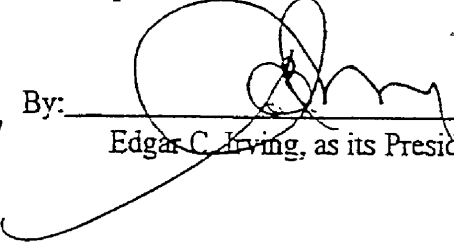
SECTION 39. MISCELLANEOUS.

- (1) All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.
- (2) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

Signed, sealed and delivered
in the presence of:

LESSOR:
FOREST LAKE ESTATES CO-OP, INC., a Florida
not-for-profit corporation

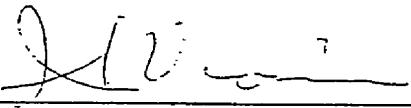
Lynn V. Cravey
Print Name: Lynn V. Cravey

By: 
Edgar C. Irving, as its President

Kelly J. McKinlay
Print Name: Kelly J. McKinlay

LESSEE:
LABRADOR SERVICES, INC.,
a Florida corporation

Lynn V. Cravey
Print Name: Lynn V. Cravey

By: 
Henri Viau, as its President

Kelly J. McKinlay
Print Name: Kelly J. McKinlay

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1
FOREST LAKE ESTATES MOBILE HOME PARK

A tract of land lying in Sections 5 and 8, Township 26 South, Range 22 East, Pasco County, Florida, being more particularly described as follows: Begin at the Southwest corner of said Section 5, also being the Northwest corner of said Section 8; thence N 00°35'43" E, along the West boundary of said Section 5, 1747.18 feet to the platted South right-of-way line of Frontier Acres Drive, as recorded in the plat of Frontier Acres Drive of the public records of Pasco County, Florida; thence run S 89°55'21" E, along said platted South right-of-way line, 50.00 feet to a point on the platted East right-of-way line of Frontier Acres Boulevard; thence run N 00°35'43" E, along said platted East right-of-way line, said line also being 50.00 feet East of and parallel to the West boundary of said Section 5, a distance of 690.21 feet; thence run N 89°54'15" E, 2001.99 feet; thence S 00°00'38" E, 3473.69 feet; thence N 89°55'55"W., 2097.29 feet to a point on the West boundary of said Section 8; thence run N 01°04'30" E, along said West boundary of Section 8, 1030.84 feet to the Point of Beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities as created by Easement Agreement recorded May 8, 1989, in Official Records Book 1805, page 1725, Public Records of Pasco County, Florida, over the following described land:

A 50.00 foot Right-of-way Easement in Section 5, Township 26 South, Range 22 East, Pasco County, Florida, described as follows: From the West ¼ corner of said Section 5, run thence S 00°23'43" W., 210.43 feet along the West boundary of the Southwest 1/4 of said Section 5; thence N. 89°54'15" E., 777.19 feet to the Point of Beginning; thence from a tangent bearing of N. 00°05'45" W., run Northeasterly, 195.73 feet along the arc of a curve to the right, having a radius of 165.00 feet, a central angle of 67°58'06", and a chord bearing and distance of N. 33°53'18" E., 184.46 feet to a point of tangency; thence N. 67°52'21" E., 47.16 feet to a point of curvature; thence Northeasterly, 237.25 feet along the arc of a curve to the left, having a radius of 200.00 feet, a central angle of 67°58'06"; and a chord bearing and distance of N.33°53'18" E., 223.59 feet to a point of tangency; thence N.00°05'45" W., 205.85 feet to a point of curvature; thence Northwesterly, 74.38 feet along the arc of a curve to the left, having a radius of 200.00 feet, a central angle of 21°18'30", and a chord bearing and distance of N. 10°45'00" W., 73.95 feet, to a point of tangency; thence N. 21°24'15" W., 59.74 feet to the Southerly right-of-way line of State Road No. 54; thence N. 68°35'45" E., 50.00 feet along said Southerly right-of-way line; thence S. 21°24'15" E., 59.74 feet to a point of curvature; thence Southeasterly, 92.98 feet along the arc of a curve to the right, having a radius of 250.00 feet, a central angle of 21°18'30", and a chord bearing and distance of S. 10°45'00" E., 92.44 feet to a point of tangency; thence S 00°05'45" E., 205.85 feet to a point of curvature; thence Southwesterly, 296.37 feet along the arc of a curve to the right, having a radius of 250.00 feet, a central angle of 67°58'06", and a chord bearing and distance of S. 33°53'18" W., 279.48 feet to a point of tangency; thence S. 67°52'21" W., 47.16 feet to a point of curvature; thence Southwesterly, 136.42 feet along the arc of a curve to the left, having a radius of 115.00 feet, a central angle of 67°58'06", and a chord bearing and distance of S.33°35'18"W., 128.56 feet; thence S.89°54'15"W., 50.00 feet to the Point of Beginning.

PARCEL 2
FOREST LAKE VILLAGE RV PARK

From the West $\frac{1}{4}$ corner of Section 5, Township 26 South, Range 22 East, Pasco County, Florida, run thence S.00°35'43"W., 210.43 feet along the West boundary of the Southwest $\frac{1}{4}$ of said Section 5; thence N.89°54'15"E., 827.19 feet to the Point of Beginning; thence along a non-tangent curve to the right, having a radius of 115.00 feet, an arc of 136.42 feet, a chord of 128.56 feet, chord bearing N.33°53'18"E., thence N.67°52'21"E., 47.16 feet; thence along a curve to the left, having a radius of 250.00 feet, an arc of 296.57 feet; a chord of 279.48 feet, chord bearing of N.33°53'18"E., thence N.00°05'45"W., 205.85 feet; thence along a curve to the left having a radius of 250.00 feet, an arc of 92.88 feet, a chord of 92.44 feet, chord bearing of N.10°45'00"W., thence N.21°24'15"W., 59.74 feet to the Southerly right-of-way line of State Road No. 54; thence N.68°35'45"E., 1067.00 feet along said Southerly right-of-way line; thence S.00°01'19"W., 1096.12 feet; thence S.89°54'15"W., 1224.80 feet to the Point of Beginning.

TOGETHER WITH TOGETHER WITH a non-exclusive easement for ingress, egress and utilities as created by Easement Agreement recorded May 8, 1989, in Official Records Book 1805, page 1725, Public Records of Pasco County, Florida, over the following described land: -

A 50.00 foot Right-of-way Easement in Section 5, Township 26 South, Range 22 East, Pasco County, Florida, described as follows: From the West $\frac{1}{4}$ corner of said Section 5, run thence S 00°23'43" W., 210.43 feet along the West boundary of the Southwest $\frac{1}{4}$ of said Section 5; thence N. 89°54'15" E., 777.19 feet to the Point of Beginning; thence from a tangent bearing of N. 00°05'45" W., run Northeasterly, 195.73 feet along the arc of a curve to the right, having a radius of 165.00 feet, a central angle of 67°58'06", and a chord bearing and distance of N. 33°53'18" E., 184.46 feet to a point of tangency; thence N. 67°52'21" E., 47.16 feet to a point of curvature; thence Northeasterly, 237.25 feet along the arc of a curve to the left, having a radius of 200.00 feet, a central angle of 67°58'06"; and a chord bearing and distance of N.33°53'18" E., 223.59 feet to a point of tangency; thence N.00°05'45" W., 205.85 feet to a point of curvature; thence Northwesterly, 74.38 feet along the arc of a curve to the left, having a radius of 200.00 feet, a central angle of 21°18'30", and a chord bearing and distance of N. 10°45'00" W., 73.95 feet, to a point of tangency; thence N. 21°24'15" W., 59.74 feet to the Southerly right-of-way line of State Road No. 54; thence N. 68°35'45" E., 50.00 feet along said Southerly right-of-way line; thence S. 21°24'15" E., 59.74 feet to a point of curvature; thence Southeasterly, 92.98 feet along the arc of a curve to the right, having a radius of 250.00 feet, a central angle of 21°18'30", and a chord bearing and distance of S. 10°45'00" E., 92.44 feet to a point of tangency; thence S 00°05'45" E., 205.85 feet to a point of curvature; thence Southwesterly, 296.37 feet along the arc of a curve to the right, having a radius of 250.00 feet, a central angle of 67°58'06", and a chord bearing and distance of S. 33°53'18" W., 279.48 feet to a point of tangency; thence S. 67°52'21" W., 47.16 feet to a point of curvature; thence Southwesterly, 136.42 feet along the arc of a curve to the left, having a radius of 115.00 feet, a central angle of 67°58'06", and a chord bearing and distance of S.33°53'18"W., 128.56 feet; thence S.89°54'15"W., 50.00 feet to the Point of Beginning.

ALSO TOGETHER with easements for utilities as created by Easement Agreement and Subordination recorded March 12, 1997 in Official Records Book 3710, page 1324, Public Records of Pasco County, Florida, described as follows:

EASEMENT A - EASEMENT FOR UTILITIES DESCRIBED AS FOLLOWS:

EASEMENT AT THE WEST $\frac{1}{4}$ CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 22 EAST, PASCO COUNTY, FLORIDA, RUN THENCE S 00°35'43" W, ALONG THE WEST BOUNDARY OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION, 210.43 FEET; THENCE N 89°54'15" E, 996.51 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 89°54'15" E, 265.94 FEET; THENCE S 00°02'02" E, 5.16 FEET; THENCE S 37°13'59" E, 54.81 FEET; THENCE S 45°07'40" W, 192.77 FEET; THENCE N 53°48'08" W, 201.31 FEET; THENCE NORTH 00°02'02" W, 76 FEET TO THE POINT OF BEGINNING.

EASEMENT B - A 15' EASEMENT FOR UTILITIES LYING 7.5 EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE COMMENCE AT THE WEST 1/4 CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 22 EAST, PASCO COUNTY, FLORIDA AND RUN S 00°35'43" W, ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 5, 210.43 FEET; THENCE RUN N 89°54'15" E, 1269.95 FEET FOR A POINT OF BEGINNING; THENCE RUN S 00°32'02" E, 2.63 FEET; THENCE RUN S 37°13'59" E, 120.66 FEET; THENCE S 32°27'33" E, 45.65 FEET; THENCE N 80°41'54" E, 140.84 FEET; THENCE S 10°12'31" W, 251.24 FEET; THENCE S 41°59'55" W, 260.24 FEET; THENCE S 47°54'17" W, 199.69 FEET; THENCE S 47°58'30" W, 194.30 FEET; THENCE S 37°19'36" E, 176.54 FEET; THENCE S 02°29'28" E, 284.81 FEET; THENCE S 00°02'56" E, 400.47 FEET; THENCE S 24°22'05" W, 185.48 FEET; THENCE S 61°48'40" W, 177.68 FEET; THENCE S 10°54'52" E, 74.81 FEET; THENCE S 09°58'01" E, 136.21 FEET; THENCE S 13°52'19" E, 166.02 FEET; THENCE N 71°38'06" E, 123.80 FEET; THENCE N 59°51'06" E, 179.86 FEET; THENCE S 40°04'10" E, 535.23 FEET; THENCE N 39°53'40" E, 228.60 FEET; THENCE N 36°26'57" E, 162.61 FEET; THENCE N 30°54'52" E, 120.54 FEET; THENCE S 88°40'15" E, 60.14 FEET TO THE POINT OF TERMINATION.

EASEMENT D - AN EASEMENT FOR UTILITIES DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 22 EAST, PASCO COUNTY, FLORIDA AND RUN S 00°35'43" W, ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION, 210.43 FEET; THENCE RUN N 89°54'15" E, 1269.95 FEET; THENCE RUN S 00°02'02" E, 2.63 FEET; THENCE RUN S 37°13'59" E, 120.66 FEET; THENCE RUN S 32°27'33" E, 45.65 FEET; THENCE RUN N 80°41'54" E, 140.84 FEET; THENCE RUN S 10°12'31" W, 251.24 FEET; THENCE RUN S 41°59'55" W, 260.24 FEET; THENCE RUN S 47°54'17" W, 199.69 FEET; THENCE RUN S 47°58'30" W, 194.30 FEET; THENCE RUN S 37°19'36" E, 176.54 FEET; THENCE RUN S 02°29'28" E, 284.81 FEET; THENCE S 00°02'56" E, 400.47 FEET; THENCE RUN S 24°22'05" W, 185.48 FEET; THENCE RUN S 61°48'40" W, 177.68 FEET; THENCE S 10°54'52" E, 74.81 FEET; THENCE S 09°58'01" E, 136.21 FEET; THENCE S 13°52'19" E, 166.02 FEET; THENCE N 71°38'06" E, 123.80 FEET; THENCE N 59°51'06" E, 179.86 FEET; THENCE RUN S 40°04'10" E, 535.23 FEET FOR A POINT OF BEGINNING. THENCE N 39°53'40" E, 228.60 FEET; THENCE RUN N 36°26'57" E, 162.61 FEET; THENCE N 30°54'52" E, 120.54 FEET; THENCE N 25°23'43" E, 52.02 FEET; THENCE RUN S 85°04'07" E, 103.78 FEET; THENCE RUN S 00°00'38" E, 802.65 FEET; THENCE RUN N 85°54'31" W, 118.00 FEET; THENCE RUN N 42°08'49" W, 473.70 FEET TO THE POINT OF BEGINNING.

PARCEL 3
10 ACRE PARCEL

That portion of Section 5, Township 26 South, Range 22 East, Pasco County, Florida described as follows:

Commence at the Northwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 26 South, Range 22 East and run thence South $00^{\circ}37'35''$ West along the West boundary of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 6, a distance of 211.05 feet; thence North $89^{\circ}56'57''$ East, a distance of 1376.15 feet to a point 50 feet East of the West boundary of the Southwest $\frac{1}{4}$ of said Section 5 for a POINT OF BEGINNING; thence North $00^{\circ}36'06''$ East parallel with and 50 feet East of the West boundary of the Southwest $\frac{1}{4}$ of said Section 5, a distance of 357.18 feet to an intersection with the Southerly right of way line of State Road 54; thence Northeasterly along said right of way and a curve to the left having a radius of 5779.58 feet, a chord bearing North $71^{\circ}56'58''$ East, 684.96 feet along the arc of said curve through a central angle of $06^{\circ}47'40''$, a distance of 685.36 feet; thence continue along said right of way line North $68^{\circ}33'08''$ East, a distance of 381.15 feet; thence South $21^{\circ}21'33''$ East, a distance of 59.18 feet; thence Southeasterly along a curve to the right having a radius of 250.00 feet a chord bearing South $10^{\circ}42'18''$ East, 92.44 feet, along the arc of said curve through a central angle of $21^{\circ}18'30''$ a distance of 92.97 feet; thence South $00^{\circ}03'03''$ East, a distance of 205.85 feet; thence Southwesterly along a curve to the right having a radius of 250.00 feet a chord bearing South $33^{\circ}56'00''$ West, 279.48 feet, along the arc of said curve through a central angle of $67^{\circ}58'04''$ a distance of 296.57 feet; thence South $67^{\circ}55'03''$ West, a distance of 47.16 feet; thence Southwesterly along a curve to the left having a radius of 115.00 feet, a chord bearing South $33^{\circ}56'00''$ West, 128.56 feet, along the arc of said curve through a central angle of $67^{\circ}58'04''$, a distance of 136.42 feet; thence South $89^{\circ}56'57''$ West, a distance of 777.19 feet to the POINT OF BEGINNING.

PARCEL 4
60 ACRE PARCEL

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 25 South, Range 22 East, Pasco County, Florida; LESS that part thereof within any railroad rights-of-way.

EXHIBIT "B"
MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE between FOREST LAKE ESTATES CO-OP, INC., a Florida corporation not-for-profit (hereinafter referred to as "Lessor") and LABRADOR SERVICES, INC., a Florida corporation (hereinafter referred to as "Lessee"), dated this ___ day of June, 1999. The substantive terms and conditions as set forth in an unrecorded Lease between the parties are as follows:

1. Grant of Lease: Lessor demises and leases unto Lessee the Real Property described in Exhibit "A" attached hereto and made a part hereof (the "Leased Premises").
2. Leased Premises: The Leased Premises are described as follows: See Exhibit "A" attached hereto and made a part hereof.
3. Use of property: Operation of water plant and wastewater treatment plant and related production, storage, collection, transmission, distribution, and disposal systems.
4. Term of Lease: Ninety nine (99) years as to parcels one and two of the Leased Premises and thirty (30) years as to parcel three of the Leased Premises, unless earlier terminated as set forth in the unrecorded Lease of even date.
5. Construction: This Memorandum of Lease is not a complete summary of the unrecorded Lease described above. The provisions in this Memorandum should not be used in interpreting the Lease. In the event of conflict between this Memorandum and the unrecorded Lease, the provisions of the unrecorded Lease shall control.

Dated June _____, 1999.

WITNESSES:

Print name: _____

Print name: _____

"LESSOR"

FOREST LAKE ESTATES CO-OP, INC.,
a Florida not-for-profit corporation

By: _____

Print: _____

Title: _____

"LESSEE"

Print name: _____

LABRADOR SERVICES, INC.,
a Florida corporation

Print name: _____

By: _____
Print: _____
Title: _____

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of June, 1999,
by _____, as _____, of FOREST LAKE ESTATES CO-
OP, INC., on behalf of the corporation

____ who is personally known to me,
____ who has produced _____ as identification

and who did take an oath, and who acknowledged to and before me that he executed the same freely
and voluntarily for the purposes therein expressed on behalf of the corporation.

(Notary seal)

NOTARY PUBLIC
Print _____
State of Florida at Large (Seal)
My Commission Expires:

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of June, 1999,
by _____, as _____, of LABRADOR SERVICES, INC.,
on behalf of the corporation

_____ who is personally known to me,
_____ who has produced _____ as identification

and who did take an oath, and who acknowledged to and before me that he executed the same freely
and voluntarily for the purposes therein expressed on behalf of the corporation.

(Notary seal)

NOTARY PUBLIC

Print _____

State of Florida at Large (Seal)

My Commission Expires:

(Sewer Treatment Plant)

A tract of land lying in Sections 5 and 8, Township 26 South, Range 22 East, Pasco County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Section 5, also being the Northwest corner of said Section 8; thence S 01°04'30" W, along the West boundary of said Section 8, a distance of 1030.84 feet; thence S 89°55'55" E, a distance of 2097.29 feet; thence N 00°00'38" W, a distance of 563.80 feet; thence N 85°54'31" W, a distance of 45.44 feet to the Point of Beginning; thence continue N 85°54'31" W, a distance of 65.42 feet; thence N 41°22'21" W, a distance of 513.27 feet; thence N 39°53'40" E, a distance of 187.85 feet; thence N 36°26'57" E, a distance of 162.61 feet; thence N 30°54'52" E, a distance of 120.54 feet; thence N 25°23'43" E, a distance of 52.02 feet; thence S 83°04'07" E, a distance of 103.78 feet; thence S 00°00'38" E, a distance of 802.65 feet to the Point of Beginning.

PARCEL II:

(Water Treatment Plant)

Commence at the West $\frac{1}{4}$ Corner of Section 5, Township 26 South, Range 22 East, Pasco County, Florida; run thence S 00°35'43" W, along the West boundary of the Southwest $\frac{1}{4}$ of said Section, 210.43 feet; thence N 89°54'15" E, 996.51 feet for a Point of Beginning; thence continue N 89°54'15" E, 265.94 feet; thence S 00°02'02" E, 5.16 feet; thence S 37°13'59" E, 54.81 feet; thence S 45°07'40" W, 192.77 feet; thence N 53°48'08" W, 201.31 feet; thence N 00°02'02" W, 65.76 feet to the Point of Beginning.

PARCEL III:

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 25 South, Range 22 East, Pasco County, Florida; LESS that part thereof within any railroad rights-of-way.

0304
4/1/99
2/N

MEMORANDUM OF LEASE

Rcpt: 335607 Rec: 19.50
DS: 0.00 IT: 0.00
06/15/99 Dpty Clerk
JED PITTMAN, PASCO COUNTY CLERK
06/15/99 10:09am 1 of 4
OR BK 4170 PG 861

THIS MEMORANDUM OF LEASE between FOREST LAKE ESTATES CO-OP, INC., a Florida corporation not-for-profit (hereinafter referred to as "Lessor") and LABRADOR SERVICES, INC., a Florida corporation (hereinafter referred to as "Lessee"), dated this ___ day of June, 1999. The substantive terms and conditions as set forth in an unrecorded Lease between the parties are as follows:

1. Grant of Lease: Lessor demises and leases unto Lessee the Real Property described in Exhibit "A" attached hereto and made a part hereof (the "Leased Premises").
2. Leased Premises: The Leased Premises are described as follows: See Exhibit "A" attached hereto and made a part hereof.
3. Use of property: Operation of water plant and wastewater treatment plant and related production, storage, collection, transmission, distribution, and disposal systems.
4. Term of Lease: Ninety nine (99) years as to parcels one and two of the Leased Premises and thirty (30) years as to parcel three of the Leased Premises, unless earlier terminated as set forth in the unrecorded Lease of even date.
5. Construction: This Memorandum of Lease is not a complete summary of the unrecorded Lease described above. The provisions in this Memorandum should not be used in interpreting the Lease. In the event of conflict between this Memorandum and the unrecorded Lease, the provisions of the unrecorded Lease shall control.

Dated June 10th, 1999.

WITNESSES:

Lynn V. Cravey
Print name: Lynn V. Cravey

Bonnie R. Quigley
Print name: Bonnie R. Quigley

"LESSOR"

FOREST LAKE ESTATES CO-OP, INC.,
a Florida not-for-profit corporation

By: [Signature]
Print: EDENE C. IRVING
Title: PRESIDENT

PREPARED AND RETURN TO:
Richard S. Webb, IV., Esq.
Lutz, Webb & Bobo, P.A.
2 North Tamiami Trail, Suite 500
Sarasota, FL 34236

R DAVID S. BEARSTEIN Esq.

“LESSEE”

Lynn V. Cravey
Print name: Lynn V. Cravey

Kelly J. McKinlay
Print name: KELLY J. MCKINLAY

LABRADOR SERVICES, INC.,
a Florida corporation

By: [Signature]
Print: HENRY VIANO
Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of June, 1999,
by Edgar C. Irving, as President, of FOREST LAKE ESTATES CO-
OP, INC., on behalf of the corporation

who is personally known to me,
 who has produced _____ as identification

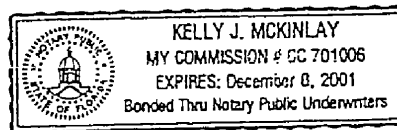
and who did take an oath, and who acknowledged to and before me that he executed the same freely
and voluntarily for the purposes therein expressed on behalf of the corporation.

(Notary seal)

Kelly J. McKinlay
NOTARY PUBLIC
Print _____

State of Florida at Large (Seal)

My Commission Expires:



STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of June, 1999, by Henri Viau, as President, of LABRADOR SERVICES, INC., on behalf of the corporation

who is personally known to me,
 who has produced _____ as identification

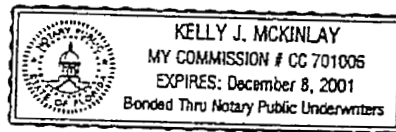
and who did take an oath, and who acknowledged to and before me that he executed the same freely and voluntarily for the purposes therein expressed on behalf of the corporation.

(Notary seal)

Kelly J. McKinlay
NOTARY PUBLIC
Print _____

State of Florida at Large (Seal)

My Commission Expires:



PARCEL I:

4 of 4

(Sewer Treatment Plant)

A tract of land lying in Sections 5 and 8, Township 26 South, Range 22 East, Pasco County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Section 5, also being the Northwest corner of said Section 8; thence S 01°04'30" W, along the West boundary of said Section 8, a distance of 1030.84 feet; thence S 89°55'55" E, a distance of 2097.29 feet; thence N 00°00'38" W, a distance of 563.80 feet; thence N 85°54'31" W, a distance of 45.44 feet to the Point of Beginning; thence continue N 85°54'31" W, a distance of 65.42 feet; thence N 41°22'21" W, a distance of 513.27 feet; thence N 39°53'40" E, a distance of 187.85 feet; thence N 36°26'57" E, a distance of 162.61 feet; thence N 30°54'52" E, a distance of 120.54 feet; thence N 25°23'43" E, a distance of 52.02 feet; thence S 83°04'07" E, a distance of 103.78 feet; thence S 00°00'38" E, a distance of 802.65 feet to the Point of Beginning.

PARCEL II:

(Water Treatment Plant)

Commence at the West $\frac{1}{4}$ Corner of Section 5, Township 26 South, Range 22 East, Pasco County, Florida; run thence S 00°35'43" W, along the West boundary of the Southwest $\frac{1}{4}$ of said Section, 210.43 feet; thence N 89°54'15" E, 996.51 feet for a Point of Beginning; thence continue N 89°54'15" E, 265.94 feet; thence S 00°02'02" E, 5.16 feet; thence S 37°13'59" E, 54.81 feet; thence S 45°07'40" W, 192.77 feet; thence N 53°48'08" W, 201.31 feet; thence N 00°02'02" W, 65.76 feet to the Point of Beginning.

PARCEL III:

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 25 South, Range 22 East, Pasco County, Florida; LESS that part thereof within any railroad rights-of-way.

EXHIBIT A

RETURN TO

LUTZ, WEBB & BOBO, P.A.
ATTORNEYS AT LAW
ONE SARASOTA TOWER, SUITE 500
TWO NORTH TAMiami TRAIL
SARASOTA FL 34236

ASSIGNMENT AND ASSUMPTION
OF CONTRACTS AND LEASES

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of May 13, 2002, is by and between Labrador Services, Inc., a Florida corporation, ("Assignor"), and Labrador Utilities, Inc., a Florida corporation, ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee all of its rights, title, interests and benefits arising out of, relating to or in any way associated with the contracts and leases to which Assignor is a party that are listed on Exhibit 4 of the Utility Company Asset Purchase Agreement dated April 2, 2002, including, without limitation, that certain lease between Forest Lake Estates Co-Op, Inc., as Lessor, and Labrador Services, Inc., a Florida corporation, as Lessee, dated June 10, 1999, a Memorandum of which was recorded 6/15/99 in Official Records Book 4170, Page 861, as amended by Amendment to Memorandum of Lease recorded in O.R. Book 4341, Page 1086, of the Public Records of Pasco County, Florida (the "Contracts and Leases"), and Assignee will assume all of Assignor's liabilities and obligations under the Contracts and Leases.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment and Assumption of Contracts and Leases. Assignor hereby sells, assigns, transfers and sets over to Assignee and its successors and assigns all of Assignor's right, title, interest and benefits in and to the Contracts and Leases. Assignee hereby accepts such assignment and assumes all obligations and liabilities of Assignor arising under the Contracts and Leases accruing on or after the date hereof. Assignor shall perform all obligations accruing under the Contracts and Leases arising at any time prior to the date hereof.

2. **Representations by Assignor.** Assignor represents that as of the date hereof (a) there are no violations or breaches by Assignor of the Contracts and Leases, (b) all of Assignor's obligations accruing or arising prior to the date hereof have been performed in full under the Contracts and Leases, to the extent performance is required pursuant thereto prior to the date hereof, and (c) Assignor has full right and authority to assign the Contracts and Leases to Assignee, subject to obtaining all consents required of third parties for any such assignment, which Assignor has either obtained or will use reasonable efforts to obtain without adverse consequences to Assignee.

3. **Copies of Agreements.** Assignor has delivered to Assignee for review true and correct copies of the Contracts and Leases, as amended and currently in effect, and there have been no amendments to the Contracts and Leases that have not been delivered to Assignee.

4. **Indemnification.** Assignor shall indemnify and hold Assignee harmless from and in respect of any acts or omissions of Assignor arising with regard to the Contracts and Leases prior to the date of this Assignment, including the failure to timely obtain any required consent or provide required notice (except to the extent the failure to provide notice or obtain consents was caused in any material way by actions, omissions or requests of Assignee). Assignee shall indemnify and hold Assignor harmless from and in respect of any acts or omissions of Assignee arising with regard to the Contracts and Leases on and after the date of this Assignment, except in respect of those Contracts and Leases that have not been validly assigned because required third party consents have not been obtained (unless the failure to provide notice or obtain consents was caused in any material way by actions, omissions or requests of Assignee).

P.06

94%

941 366 1603

MAY-10-2002 15:42

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

WITNESS:

LABRADOR SERVICES, INC.

[Signature]

[Signature]
By: Sylvie Viau
President

WITNESS:

Linda L. LeBlow

The foregoing instrument was acknowledged before me this day of May, 2002, by Sylvie Viau, President of LABRADOR SERVICES, INC., a FLORIDA corporation, on behalf of the corporation.

(NOTARY SEAL)

[Signature]
Notary Public #133157
PROVINCE OF QUEBEC
My Commission Expires 12 JUN 2004

WITNESS:

LABRADOR UTILITIES, INC.

By: James Camaren
Chairman

WITNESS:

The foregoing instrument was acknowledged before me this day of May, 2002, by James Camaren, Chairman and Chief Executive Officer of LABRADOR UTILITIES, INC., a FLORIDA corporation, on behalf of the corporation.

(NOTARY SEAL)

Notary Public

³ My commission expires:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

WITNESS: LABRADOR SERVICES, INC.

By: Sylvie Viau
President

WITNESS:

The foregoing instrument was acknowledged before me this ____ day of May, 2002, by Sylvie Viau, President of LABRADOR SERVICES, INC., a FLORIDA corporation, on behalf of the corporation.

(NOTARY SEAL)

Notary Public
My Commission Expires

WITNESS: LABRADOR UTILITIES, INC.

Susan N. Aylin
By: James Camaren
Chairman

WITNESS:
Susan N. Aylin for customer

The foregoing instrument was acknowledged before me this 13 day of May, 2002, by James Camaren, Chairman and Chief Executive Officer of LABRADOR UTILITIES, INC., a FLORIDA corporation, on behalf of the corporation.

(NOTARY SEAL)

Susan N. Aylin
Notary Public
My Commission Expires

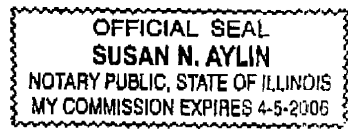


EXHIBIT "A"

PARCEL I:

(Sewer Treatment Plant)

A tract of land lying in Sections 5 and 8, Township 26 South, Range 22 East, Pasco County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Section 5, also being the Northwest corner of said Section 8; thence South 01°04'30" West, along the West boundary of said Section 8, a distance of 1030.84 feet; thence South 89°55'55" East, a distance of 2097.29 feet; thence North 00°00'38" West, a distance of 563.80 feet; thence North 85°54'31" West, a distance of 45.44 feet to the Point of Beginning; thence continue North 85°54'31" West, a distance of 65.42 feet; thence North 41°22'21" West, a distance of 513.27 feet; thence North 39°53'40" East, a distance of 187.85 feet; thence North 36°26'57" East, a distance of 162.61 feet; thence North 30°54'52" East, a distance of 120.54 feet; thence North 25°23'43" East, a distance of 52.02 feet; thence South 83°04'07" East, a distance of 103.78 feet; thence South 00°00'38" East, a distance of 802.65 feet to the Point of Beginning.

PARCEL II:

(Water Treatment Plant)

Commence at the West 1/4 Corner of Section 5, Township 26 South, Range 22 East, Pasco County, Florida; run thence South 00°35'43" West, along the West boundary of the Southwest 1/4 of said Section, 210.43 feet; thence North 89°54'15" East, 996.51 feet for a Point of Beginning; thence continue North 89°54'15" East, 265.94 feet; thence South 00°02'02" East, 5.16 feet; thence South 37°13'59" East, 54.81 feet; thence South 45°07'40" West 192.77 feet; thence North 53°48'08" West, 201.31 feet; thence North 00°02'02" West, 65.76 feet to the Point of Beginning.

PARCEL III:

TOGETHER WITH an easement for ingress and egress for the benefit of PARCELS I AND II, as created by Easement Grant recorded in O.R. Book 4170, page 849, of the public records of Pasco County, Florida.

PARCEL IV:

The Southeast 1/4 of the Southwest 1/4, and the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 25 South, Range 22 East, Pasco County, Florida; LESS that part thereof within any railroad rights-of-way.

COMPOSITE EXHIBIT "D"

(Water and Wastewater Tariff in Original Application)

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared BRONWYN S. REVELL MODERAU, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Martin S. Friedman, attorney for Labrador Utilities, Inc. and that on the 3rd of June, 2002, she did send by certified mail, return receipt requested, a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Bronwyn S. Revell Moderau
Bronwyn S. Revell Moderau

Sworn to and subscribed before me this 3rd day of June, 2002, by Bronwyn S. Revell Moderau, who is personally known to me.

Deana C. Russ
Print Name
NOTARY PUBLIC
My Commission Expires:

EXHIBIT "E"



Deana C. Russ
MY COMMISSION # CC877563 EXPIRES
October 6, 2003
BONDED THRU TROY FAY INSURANCE, INC.

**NOTICE OF APPLICATION FOR A TRANSFER
OF ASSETS AND CERTIFICATE NOS. 616-W and 530-S
LEGAL NOTICE**

Notice is hereby given on the 3rd day of June, 2002, pursuant to Section 367.071, Florida Statutes, of the application for transfer of the utility facilities of Labrador Services, Inc. and Certificate Nos. 616-W and 530-S to Labrador Utilities, Inc. providing water and wastewater service to the following described territory in Pasco County, Florida:

FOREST LAKE ESTATES MOBILE HOME PARK and FOREST LAKES R.V. RESORT

PARCEL A:

A tract of land lying in Sections 5 & 8, Township 26 South, Range 22 East, Pasco County, Florida. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at the Southwest corner of said Section 5, also being the Northwest corner of said Section 8, thence North 00 [degree] 35'43" East along the West boundary of said Section 5, a distance of 1,747.18 feet to the South right-of-way line of Frontier Drive; thence South 89 [degrees] 55'21" East along said right-of-way line a distance of 50.00 feet to the East right-of-way line of Frontier Boulevard; thence North 00 [degree] 35'43" East along said East right-of-way line of Frontier Boulevard a distance of 690.21 feet; thence continue along said East right-of-way line North 00 [degree] 36'06" East a distance of 357.18 feet to the Southerly right-of-way line of State Road 54; thence Northeasterly along said right-of-way line and a curve to the left having a radius of 5,779.58 feet, a chord bearing and distance of North 71 [degrees] 56'58" East 684.96 feet; thence along the arc of said curve a distance of 685.36 feet; thence continue along said right-of-way line North 68 [degrees] 33'08" East a distance of 381.15 feet; thence continuing along said right-of-way line North 68 [degrees] 35'45" East a distance of 1,067.00 feet; thence South 00 [degree] 01'19" West a distance of 1,096.12 feet; thence South 00 [degree] 00'38" East a distance of 3,473.69 feet; thence North 89 [degrees] 55'55" West a distance of 2,097.29 feet to the West boundary line of said Section 8; thence North 01 [degrees] 04'30" East along said West boundary a distance of 1,030.84 feet to the POINT OF BEGINNING.

AND

PARCEL B:

Township 25 South, Range 22 East Section 32

The Southeast 1/4 of the Southwest 1/4 of said Section 32, Township 25 South, Range 22 East in Pasco County, Florida.

ALSO

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 32.

LESS

That part thereof within any railroad right-of-way.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection should be mailed to the attorney for the applicant: Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2548 Blairstone Pines Drive, Tallahassee, FL 32301.

utilitie\labtransfer\legal.not

STATE OF FLORIDA

COMMISSIONERS:
LILA A. JABER, CHAIRMAN
J. TERRY DEASON
BRAULIO L. BAEZ
MICHAEL A. PALECKI
RUDOLPH "RUDY" BRADLEY



TIMOTHY DEVLIN, DIRECTOR
DIVISION OF ECONOMIC REGULATION
(850) 413-6900

Public Service Commission

May 14, 2002

RECEIVED

MAY 14 2002

Rose Sundstrom & Bentley, LLP

Mr. Martin S. Friedman
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

Re: Noticing List for Labrador Utilities, Inc. in Pasco County for Amendment of Territory.

Dear Mr. Friedman:

Enclosed is the list of water and wastewater utilities and governmental/regulatory agencies in the above mentioned county. Please refer to Commission Rule 25-30.030, Florida Administrative Code, for the noticing requirements. Noticing must be done in the proper format, consistent with the rule. If your notice is not in the proper format, you will be required to renotice and your application will be delayed. Instructions for preparation of a territory description are available upon request.

Please note that if your county list includes two Department of Environmental Protection offices or two Water Management District offices, you must identify which is the proper district office for your notice.

You will note that the county list is dated and is valid for sixty days from that date. If you have not performed the noticing by this date, you must request an updated list.

If you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "Patti Daniel".

Patti Daniel, Supervisor
Bureau of Certification

C:\wp6\utcl6.rpr
Enclosures

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
05/14/2002-07/12/2002

UTILITY NAME

MANAGER

PASCO COUNTY

ALLEN LAFORTUNE AND OTIS FONDER (WU556)
36645 SUNSHINE ROAD
ZEPHYRHILLS, FL 33541-1182

ALLEN LAFORTUNE
(813) 782-6929

ALOHA UTILITIES, INC. (WS001)
6915 PERRINE RANCH ROAD
NEW PORT RICHEY, FL 34655-3904

STEPHEN G. WATFORD
(727) 372-0115

C. S. WATER COMPANY, INC. (WU030)
P. O. BOX 40
CRYSTAL SPRINGS, FL 33524-0040

CLYDE A BISTON
(813) 783-2984 (OFFICE)

CRESTRIDGE UTILITY CORPORATION (WU049)
4804 MILE STRETCH DRIVE
HOLIDAY, FL 34690-4358

EILEEN M. FALLA
(727) 937-6275

DIXIE GROVES ESTATES, INC. (WU056)
% MATTHEW A. POTTER, CPA
5940 MAIN STREET
NEW PORT RICHEY, FL 34652-2716

JUDSON F. POTTER
(727) 845-1530

EAST PASCO UTILITIES, INC. (WS017)
P. O. BOX 370
PORT RICHEY, FL 34673-0370

JACKIE TURCO
(727) 845-3199

FLORALINO PROPERTIES, INC. (WU075)
P. O. BOX 5017
LARGO, FL 33779-5017

TONY TUBOLINO
(727) 843-0064

FLORIDA WATER SERVICES CORPORATION (WS554)
P. O. BOX 609520
ORLANDO, FL 32860-9520

FREDERICK W. LEONHARDT
(407) 598-4152

FOREST HILLS UTILITIES, INC. (WS081)
1518 U.S. HIGHWAY 19
HOLIDAY, FL 34691-5649

ROBERT L. DREHER
(727) 937-7457

HACIENDA UTILITIES, LTD. (SU810)
7107 GIBRALTAR AVENUE
NEW PORT RICHEY, FL 34653-4014

ALLAN MARTIN
(727) 847-1409

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
05/14/2002-07/12/2002

UTILITY NAME

MANAGER

PASCO COUNTY (continued)

HOLIDAY GARDENS UTILITIES, INC. (WU109) 4804 MILE STRETCH DRIVE HOLIDAY, FL 34690-4358	EILEEN M FALLA (727) 937-6275
HOLIDAY UTILITY COMPANY, INC. (WU111) P. O. BOX 27 TARPON SPRINGS, FL 34688-0027	MELODY MICKLER (727) 937-3750
HUDSON UTILITIES, INC. (SU114) 14334 OLD DIXIE HIGHWAY HUDSON, FL 34667-1134	MATHEW GRIFFIN (727) 863-0205
JASMINE LAKES UTILITIES CORPORATION (WS630) % AQUASOURCE, INC. 411 SEVENTH AVENUE, .MD. 14-3 PITTSBURGH, PA 15219-1919	WILLIAM V. PFROMMER (412) 393-3623
KEMPLE WATER COMPANY (WU132) 37502 MARCLIFF TERRACE ZEPHYRHILLS, FL 33541-8451	RICHARD KEMPLE (813) 782-2972
L W V UTILITIES, INC (WU135) 7552 CONGRESS STREET, SUITE 4 NEW PORT RICHEY, FL 34653-1106	JAMES A. COCHRAN (727) 849-9389
LABRADOR SERVICES, INC. (WS835) P. O. BOX 1206 ZEPHYRHILLS, FL 33539-1206	HENRY VIAU (813) 780-7364
LINDRICK SERVICE CORPORATION (WS149) P. O. BOX 1176 NEW PORT RICHEY, FL 34656-1176	HELEN L MCNEIL (727) 848-1165
MAD HATTER UTILITY, INC. (WS155) 1900 LAND O' LAKES BLVD., SUITE 107 LUTZ, FL 33549-2913	LARRY G. DELUCENAY (813) 949-2167 OR -5977
MINK ASSOCIATES I, LLC, D/B/A TIMBERWOOD UTILITIES (WS843) 36323 ARBOR OAKS DRIVE ZEPHYRHILLS, FL 33541-2031	GERALD D. ROSS (813) 788-1356

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
05/14/2002-07/12/2002

UTILITY NAME

MANAGER

PASCO COUNTY (continued)

ORANGELAND WATER SUPPLY (WU179)
2109 OVERVIEW DRIVE
NEW PORT RICHEY, FL 34655-4131

FRED J. SNELL
(727) 372-8330

ORANGWOOD LAKES SERVICES, INC. (WS180)
7602 CONGRESS STREET, SUITE 4
NEW PORT RICHEY, FL 34653-1107

ALFRED G. HEILER
(727) 849-9555

PARADISE LAKES UTILITY, LTD. (WS446)
P. O. BOX 750
LAND O' LAKES, FL 34639-0750

JOSEPH T. LETTELLEIR
(813) 949-9327 EXT 322

PASCO UTILITIES, INC (WU190)
P. O. BOX 4118
TAMPA, FL 33677-4118

LIONEL LLANES
(813) 877-8330

SKY ACRES ENTERPRISES D/B/A TERRACE PARK VENTURES (SU750)
14332 NORTH LANE DRIVE
MARATHON, WI 54448-9596

TERRY HOFFER
(715) 443-6333

SOUTH PASCO UTILITIES, INC. (WS634)
P. O. BOX 16800
TAMPA, FL 33687-6800

GEORGE L. BLACK, JR.
(813) 986-2489

UTILITIES, INC OF FLORIDA (SU640)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4099

DONALD RASMUSSEN
(407) 869-1919

UTILITIES, INC. OF FLORIDA (WU372)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4099

DONALD RASMUSSEN
(407) 869-1919

VIRGINIA CITY UTILITIES, INC. (WU718)
% MATTHEW A. POTTER, CPA
5940 MAIN STREET
NEW PORT RICHEY, FL 34652-2716

JUDSON F. POTTER
(727) 845-1530

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
05/14/2002-07/12/2002

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY
38053 LIVE OAK AVENUE
DADE CITY, FL 33525

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

MAYOR, CITY OF DADE CITY
P. O. BOX 1355
DADE CITY, FL 33526-1355

MAYOR, CITY OF NEW PORT RICHEY
5919 MAIN STREET
NEW PORT RICHEY, FL 34652

MAYOR, CITY OF PORT RICHEY
ATTN. CITY CLERK
8624 PORT RICHEY VILLAGE LOOP
PORT RICHEY, FL 33568

MAYOR, CITY OF SAN ANTONIO
32819 PENNSYLVANIA AVENUE
P. O. BOX 75
SAN ANTONIO, FL 33576-0075

MAYOR, CITY OF ST. LEO
P. O. BOX 2479
ST. LEO, FL 33574-2479

MAYOR, CITY OF ZEPHYRHILLS
5335 8TH STREET
ZEPHYRHILLS, FL 33540-5133

LIST OF WATER AND WASTEWATER UTILITIES IN PASCO COUNTY

(VALID FOR 60 DAYS)
05/14/2002-07/12/2002

UTILITY NAME

MANAGER

MIKE WELLS. PASCO COUNTY PROPERTY APPRAISER
38053 LIVE OAK AVENUE, SUITE 211
P. O. BOX 401
DADE CITY, FL 33526-0401

PASCO COUNTY ADMIN . 7530 LITTLE ROAD
PUBLIC WORKS UTILITY BUILDING
NEW PORT RICHEY, FL 34654

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

TAMPA BAY REGIONAL PLANNING COUNCIL
9455 KOGER BLVD , SUITE 219
ST. PETERSBURG, FL 33702-2491

STATE OFFICIALS

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

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

EXHIBIT "F"

WILL BE LATE FILED EXHIBIT

(Affidavit of Notice to Customers)

EXHIBIT "G"

WILL BE LATE FILED

(Affidavit of Newspaper)

WATER TARIFF

LABRADOR UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

LABRADOR UTILITIES, INC.

NAME OF COMPANY

200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS, FLORIDA 32714

(ADDRESS OF COMPANY)

(800)272-1919

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

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Rates and Charges Schedules	11.0
Rules and Regulations	6.0
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LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 616-W

COUNTY - Pasco

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-01-1483-PAA-WS	07/16/01	000545-WS	Original Certificate

(Continued to Sheet No. 3.1)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Forest Lake Estates Mobile Home Park and Forest Lakes R.V. Resort

PARCEL A:

A tract of land lying in Sections 5 & 8, Township 26 South, Range 22 East, Pasco County, Florida.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at the Southwest corner of said Section 5, also being the NW corner of said Section 8, thence N00°35'43" East along the West boundary of said Section 5, 1747.18' to the South right-of-way line of Frontier Drive; thence South 89° 55'21" East along said right-of-way 50.00' to the East right-of-way line of Frontier Boulevard thence North 00°35'43" East along said East right-of-way line of Frontier Boulevard 690.21'; thence continue along said East right-of-way North 00°36'06" East 357.18' to the Southerly right-of-way line of State Road 54; thence Northeasterly along said right-of-way line and a curve to the left having a radius of 5779.58', a chord bearing and distance of North 71°56'58" East 684.96'; thence along the arc of said curve a distance of 685.36'; thence continue along said right-of-way North 68°33'08" East 381.15'; thence continuing along said right-of-way North 68°35'45" East 1067.00'; thence South 00°01'19" West 1096.12'; thence South 00°00'38" East, 3473.69'; thence North 89°55'55" West 2097.29' to the West boundary line of said Section 8; thence North 01°04'30" East along said West boundary 1030.84' to the point of beginning. Containing 60.05 acres.

AND

PARCEL B:

Township 25 South, Range 22 East, Pasco County, Florida

Section 31:

The Southeast 1/4 of the Southwest 1/4 of said Section 32.

ALSO

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 32.

LESS

That part thereof within any railroad right-of-way. Containing 197.00 acres.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Pasco	Forest Lake Estates Mobile Home Park	RS	13.0
Pasco	Forest Lake R.V. Resort	RS	13.0

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is LABRADOR UTILITIES, INC. .
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

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(Continued to Sheet No. 6.1)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

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

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.

8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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

(Continued on Sheet No. 9.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

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

16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS	12.0
Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.
WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.
APPLICABILITY - For water service to all Customers for which no other schedule applies.
LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
BILLING PERIOD - N/A
RATE - N/A

<u>Meter Size</u>	<u>Base Facility Charge</u>
-------------------	-----------------------------

GALLONAGE CHARGE -

MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
Mobile Home Park, Per Lot	\$ 4.50
R. V. Resort, Per Lot	3.00

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

CUSTOMER DEPOSITS

N/A

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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 provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of _____ each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

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

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__GPD)	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__GPD)	\$	
All others-per gallon	\$	

¹Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE SCHUMACHER
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

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APPLICATION FOR WATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

NOT APPLICABLE

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>	<u>Rule Number</u>
Schedule of Fees and Charges	Go to Sheet No. 17	
Service Availability Policy	24.0	

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

Since the community has been built-out, the utility will continue to provide service to its customers in accordance with the regulations set forth in this tariff.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

WASTEWATER TARIFF

LABRADOR UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

LABRADOR UTILITIES, INC.
NAME OF COMPANY

200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS, FLORIDA 32714
(ADDRESS OF COMPANY)

(800)272-1919
(Business and Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

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Rates and Charges Schedules	11.0
Rules and Regulations	6.0
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Standard Forms	17.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 530-S

COUNTY - Pasco

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-01-1483-PAA-WS	07/16/01	000545-WS	Original Certificate

(Continued to Sheet No. 3.1)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Forest Lake Estates Mobile Home Park and Forest Lakes R.V. Resort

PARCEL A:

A tract of land lying in Sections 5 & 8, Township 26 South, Range 22 East, Pasco County, Florida.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at the Southwest corner of said Section 5, also being the NW corner of said Section 8, thence N00°35'43" East along the West boundary of said Section 5, 1747.18' to the South right-of-way line of Frontier Drive; thence South 89° 55'21" East along said right-of-way 50.00' to the East right-of-way line of Frontier Boulevard thence North 00°35'43" East along said East right-of-way line of Frontier Boulevard 690.21'; thence continue along said East right-of-way North 00°36'06" East 357.18' to the Southerly right-of-way line of State Road 54; thence Northeasterly along said right-of-way line and a curve to the left having a radius of 5779.58', a chord bearing and distance of North 71°56'58" East 684.96'; thence along the arc of said curve a distance of 685.36'; thence continue along said right-of-way North 68°33'08" East 381.15'; thence continuing along said right-of-way North 68°35'45" East 1067.00'; thence South 00°01'19" West 1096.12'; thence South 00°00'38" East, 3473.69'; thence North 89°55'55" West 2097.29' to the West boundary line of said Section 8; thence North 01°04'30" East along said West boundary 1030.84' to the point of beginning. Containing 60.05 acres.

AND

PARCEL B:

Township 25 South, Range 22 East, Pasco County, Florida

Section 31:

The Southeast 1/4 of the Southwest 1/4 of said Section 32.

ALSO

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 32.

LESS

That part thereof within any railroad right-of-way. Containing 197.00 acres.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Pasco	Forest Lake Estates Mobile Home Park	RS	13.0
Pasco	Forest Lake R.V. Resort	RS	13.0

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is LABRADOR UTILITIES, INC..
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.

13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.

14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills	10.0	20.0
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(Continued to Sheet No. 6.1)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

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

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.
WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
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General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	16.0

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.

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

BILLING PERIOD - N/A

RATE - N/A

<u>Meter Size</u>	<u>Base Facility Charge</u>
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MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
Mobile Home Park	\$ 10.50
R.V. Resort, per lot	7.00

MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

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 provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of _____ each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE

TYPE OF FILING -Transfer

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</u>
	<u>AMOUNT</u> <u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" metered service	\$
1" metered service	\$
1 1/2" metered service	\$
2" metered service	\$
Over 2" metered service	\$ ¹
<u>Guaranteed Revenue Charge</u>	
With Prepayment of Service Availability Charges:	
Residential-per ERC/month (__)GPD	\$
All others-per gallon/month	\$
Without Prepayment of Service Availability Charges:	
Residential-per ERC/month (__)GPD	\$
All others-per gallon/month	\$
<u>Inspection Fee</u>	\$ ¹
<u>Main Extension Charge</u>	
Residential-per ERC (__ GPD)	\$
All others-per gallon	\$
or	
Residential-per lot (__foot frontage)	\$
All others-per front foot	\$
<u>Plan Review Charge</u>	\$ ¹
<u>Plant Capacity Charge</u>	
Residential-per ERC (__GPD)	\$
All others-per gallon	\$
<u>System Capacity Charge</u>	
Residential-per ERC (__GPD)	\$
All others-per gallon	\$

¹Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -
TYPE OF FILING -Transfer

LAWRENCE SCHUMACIER
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

NOT APPLICABLE

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

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Service Availability Policy	22.0

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LABRADOR UTILITIES, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Since the community has been built-out, the utility will continue to provide service to its customers in accordance with the regulations set forth in this tariff.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE