



ORIGINAL
Public Service Commission
-M-E-M-O-R-A-N-D-U-M-

DATE: February 13, 2003
TO: Blanca S. Bayó, Commission Clerk and Administrative Services Director
FROM: Richard P. Redemann, Utility Systems/Communications Engineer, Division of Economic Regulation *RRR*
RE: Docket No. 020408-SU; Application for Rate Increase in Seminole County by Alafaya Utilities, Inc. *RD*

Attached please find a memo dated January 25, 2003 to Richard Redemann from Frank Seidman, Management & Regulatory Consultants, Inc., that should be included in the docket file.

- AUS _____
- CAF _____
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- CTR _____
- ECR _____
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- MMS _____
- SEC 1
- OTH _____

C:\wp9\020408c.rpr
cc: Division of Economic Regulation (Fletcher)

DOCUMENT NUMBER-DATE
01613 FEB 18 03
FPSC-COMMISSION CLERK



P.O. Box 13427
Tallahassee, FL 32317-3427
Phone or Fax (850) 877-0673
e-mail: frankden@nettally.com

Management & Regulatory Consultants, Inc.

January 25, 2003

To: Richard Redemann, FPSC
From: Frank Seidman
Re: Docket No. 020408-SU
Questions re Alafaya Original Cost Study

RECEIVED
FLORIDA PUBLIC SERVICE
COMMISSION
03 JAN 27 AM 11:00
DIVISION OF
ECONOMIC REGULATION

The following are responses to your telephonic questions of January 22 & 23.

1. Provide a map showing the location of the subdivisions and golf course mentioned at page 4 of Study?

RESPONSE: A map showing the general location of the subdivisions and the golf course is attached. Please note that on the map, the golf course is identified as Ekana Golf and CC. This is the same course identified as Twin Rivers Golf Course in the text of the Study. They are one and the same. Also, the subdivision referred to as Waverley Hills in the Study text is correctly identified as Waverlee Woods on the map.

2. Did the 1.0 MGD filter replace the 0.5 MGD filter, and if so, what happened to the 0.5 MGD filter?

RESPONSE: Yes it did. However, the 0.5 MGD filters are still in service and be operated as backup when the 1.0 MGD needs to be taken down. However, they cannot be operated at the same time.

3. Where is the reject storage taken located?

RESPONSE: It is located at the WWTP site. As a matter of interest, the tank been converted to a reuse storage tank and is no longer is used to storage reject effluent. To clarify, "reject" is no longer produced. Any effluent that does not meet public access irrigation requirements is diverted to the RIB site. The diverted effluent meets secondary effluent criteria.

4. Provide support for the use of the Means Historical Cost Index in Tables 8-11.

RESPONSE: For many years, the primary index of sewer construction costs was prepared and maintained by the United States Environmental Protection Agency. The EPA stopped maintaining the index in 1991 and, to my knowledge, no agency or private company has attempted to continue it. General construction indexes are maintained by two nation companies - ENR (formerly Engineering News Record magazine) and R.S. Means Company, Inc. A comparison of those indexes was made to that of the EPA Sewer Construction Cost Index (CCI) for the 35 year period, 1957-1991. A graphic comparison shows that the R.S. Means Historical Cost Index (HCI) compares favorably with that of vides a reasonable substitute for purposes of trending the change in costs of sewer construction.

In Docket No. 001820-SU, Application for Transfer of Wastewater Utility Facility in Lee County from Cross Creek of Fort Myers Community Association, Inc. to Utilities, Inc. of Eagle Ridge, the Commission examined the rationale for using the Means Historical Index and the tabular and graphic comparisons supporting it and found it to be a reasonable basis for trending wastewater construction cost. A copy of the tabular and graphic comparisons is attached.

5. Who paid for the golf course irrigation system construction; who maintains the golf course irrigation system; and is there a formal easement or other arrange for the utility to have access to its assets on the golf course?

RESPONSE: A Lease and Effluent Disposal Agreement was entered into on November 8, 1988 between The Anden Group of Florida (Lessor) and Alafaya Utilities, Inc. (Lessee). (copy attached). The Commission took notice of this agreement in Order No. PSC-93-0358-FOF-SU, issued March 3, 1993 when it was considering establishing a rate for treated effluent used in spray irrigation of the golf course. This agreement sets out certain matters regarding your question, including the responsibility for construction and maintenance and the rights of ingress and egress for those purposes.

Construction & Maintenance

According to the agreement, the lessee was to be responsible for constructing and maintaining the effluent transmission line and appurtenances from the treatment plant to the pond storage areas and for the pond storage areas. The lessor was to be responsible for the construction and maintenance of the golf course irrigation system. As a matter of fact, the

lessee (the utility), as evidenced by the documents supporting the original cost study, has paid for the transmission main and appurtenances and also been allocated back, and thus paid for, portions of the construction of irrigation system and storage area. This investment by the utility still benefits customers, because without the availability of spray irrigation, the utility could not meet its obligation to dispose of effluent in an environmentally and economically satisfactory manner. Currently, maintenance of the transmission main, storage pond, and appurtenances is carried out by the utility. Maintenance of the golf course irrigation system is carried out by the lessor. However, the agreement does give the utility the right to perform irrigation system replacement, repair maintenance if the lessor does not do so to the utility's satisfaction.

Ingress and Egress

The agreement includes an easement and right-of-way agreement that gives the utility the perpetual right to enter the golf course property at any time for the purpose of installation, construction, maintenance, etc. related to its property.

Please contact me if you have any questions.

cc: David Orr, UI
Debbie Swain, MSA
Martin Friedman, Esq.

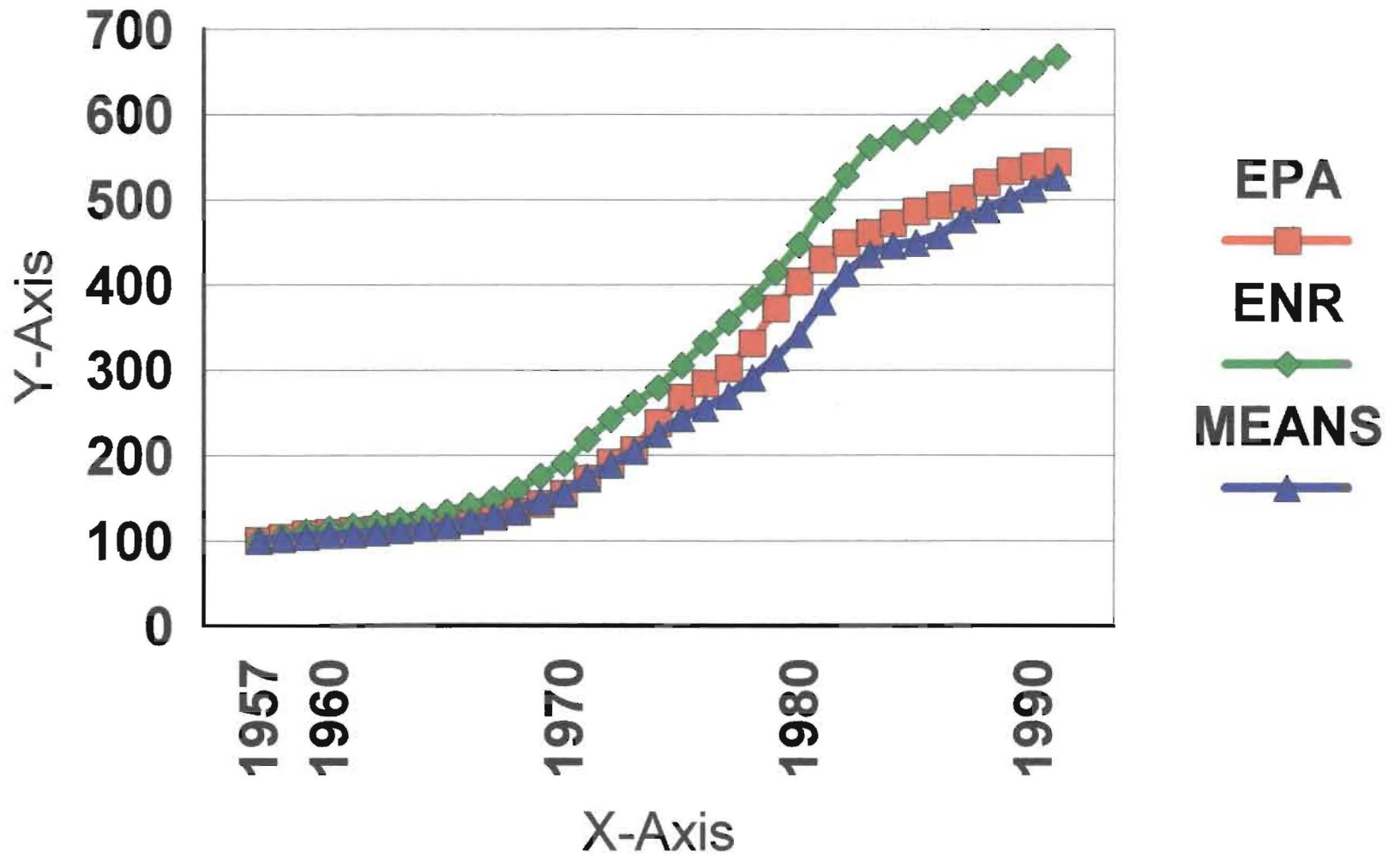
CONSTRUCTION INDICES FOR SEWER CONSTRUCTION

Restated with 1957=100

Year	EPA	ENR-CCI	Means-HCI	Year	EPA	ENR-CCI	Means-HCI
1957	96.8	724	18.4	1957	100.0	100.0	100.0
1958	100.4	759	18.8	1958	103.7	104.8	102.2
1959	104.8	797	19.3	1959	108.3	110.1	104.9
1960	106.2	824	19.7	1960	109.7	113.8	107.1
1961	108.2	847	19.8	1961	111.8	117.0	107.6
1962	109.7	872	20.2	1962	113.3	120.4	109.8
1963	113.1	901	20.7	1963	116.8	124.4	112.5
1964	114.7	936	21.2	1964	118.5	129.3	115.2
1965	116.6	971	21.7	1965	120.5	134.1	117.9
1966	120.5	1019	22.7	1966	124.5	140.7	123.4
1967	124.5	1074	23.5	1967	128.6	148.3	127.7
1968	129.6	1155	24.9	1968	133.9	159.5	135.3
1969	138.7	1269	26.9	1969	143.3	175.3	146.2
1970	149.8	1381	28.7	1970	154.8	190.7	156.0
1971	167.2	1581	32.1	1971	172.7	218.4	174.5
1972	185.6	1753	34.8	1972	191.7	242.1	189.1
1973	199.6	1895	37.7	1973	206.2	261.7	204.9
1974	230.5	2020	41.4	1974	238.1	279.0	225.0
1975	259.0	2212	44.8	1975	267.6	305.5	243.5
1976	275.1	2401	46.9	1976	284.2	331.6	254.9
1977	292.5	2576	49.5	1977	302.2	355.8	269.0
1978	320.3	2776	53.5	1978	330.9	383.4	290.8
1979	360.3	3003	57.8	1979	372.2	414.8	314.1
1980	390.8	3237	62.9	1980	403.7	447.1	341.8
1981	415.8	3535	70.0	1981	429.5	488.3	380.4
1982	434.9	3825	76.1	1982	449.3	528.3	413.6
1983	446.0	4066	80.2	1983	460.7	561.6	435.9
1984	457.0	4146	82.0	1984	472.1	572.7	445.7
1985	470.7	4195	82.6	1985	486.3	579.4	448.9
1986	477.4	4295	84.2	1986	493.2	593.2	457.6
1987	485.4	4406	87.7	1987	501.4	608.6	476.6
1988	503.5	4519	89.9	1988	520.1	624.2	488.6
1989	516.9	4615	92.1	1989	534.0	637.4	500.5
1990	522.1	4732	94.3	1990	539.4	653.6	512.5
1991	527.3	4835	96.8	1991	544.7	667.8	526.1
1992		4985	99.4	1992		688.5	540.2
1993		5210	101.7	1993		719.6	552.7
1994		5408	104.4	1994		747.0	567.4
1995		5471	107.6	1995		755.7	584.8
1996		5617	110.2	1996		775.8	598.9
1997		5863	112.8	1997		809.8	613.0
1998		5921	115.1	1998		817.8	625.5

CONSTRUCTION INDICES

1957 = 100



01/24/2005 12:09:00 9078888881
upon Pages 1791 to 1799
Public Records of Seminole County,
Florida

GEORGE N. JAHN
Stearns Weaver Miller Weh
Alhageff & Sitterson, P.A.
Suite 900, Barnett Plaza
201 South Orange Avenue
Orlando, Florida 32801

LEASE AND EFFLUENT DISPOSAL AGREEMENT

THIS LEASE AND EFFLUENT DISPOSAL AGREEMENT, made and entered
into this 8th day of November, 1988 by and between:

THE ANDEN GROUP OF FLORIDA, a Florida general partnership
having its office and place of business at 1404 El Cajon Court, Winter
Springs, Florida 32708

(hereinafter referred to as the "Lessor") and

ALAPAYA UTILITIES, INC., a Florida corporation whose mailing
address is Post Office Box 1829, Oviedo, Florida 32765-1829

(hereinafter referred to as the "Lessee").

RECITALS:

A. The Lessee is a sewer utility company operating under Florida Public
Service Commission Certificate bearing number 379-S.

B. The Lessee owns and operates a sewerage treatment plant which
presently discharges a portion of its wastewater effluent into
percolation/evaporation ponds in accordance with permits issued by the Florida
Department of Environmental Regulation, (hereinafter "DER") but desires
further lands within which to discharge its wastewater effluent.

C. Lessor is the owner of certain real estate situated in Seminole
County, Florida to be known as the Ekana Golf Club, being more
particularly described upon Exhibit "A" attached hereto and by this reference
expressly made a part of this Agreement (hereinafter referred to as the "Golf
Course Property").

D. Lessor has the need for a supply of water for the irrigation of the
Golf Course Property and desires to use the effluent from Lessee's wastewater
or sewage treatment plant as its source for such irrigation.

E. Lessee desires to utilize the Golf Course Property for purposes of
disposal of treated wastewater effluent (hereinafter referred to as "Effluent")
from its sewage treatment plant.

F. The parties wish to confirm and set forth the terms, conditions and
procedures under which the discharge, irrigation, maintenance and operations
relative to the disposal of the Effluent onto the Golf Course Property will be
performed.

NOW THEREFORE, for and in consideration of the mutual advances arising
hereunder and for other good and valuable considerations, the receipt and
sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are true
and correct and they are incorporated herein by reference.

2. AGREEMENT RELATIVE TO THE GOLF COURSE PROPERTY. The
Lessor does hereby let, remise and release unto the Lessee for a term of sixty
(60) years from and after the 8th day of November, 1988, the
right to release Effluent from Lessee's sewage treatment plant located in
Seminole County, Florida, on and over the surface of the Golf Course Property.
Together with the right of ingress and egress on, over and upon said Golf Course
Property and to do all such other and further things on and upon said Property
necessary for and incident to the purposes of this lease; and subject to any and

all rights-of-way and easements of record through, over or across any part of said Golf Course Property or that may be thereafter granted upon said described lands, it being expressly understood between the parties hereto that this lease is made for the sole purpose of granting to the Lessee the easement right and privilege of disposing of Effluent. Lessee shall have the right to transmit Effluent through all lines and facilities hereinafter constructed by Lessor or by Lessee pursuant to Paragraph 3 below, into the Golf Course Property, and to detain, retain and store Effluent in the storage lake(s) and holding pond(s) on the Golf Course Property (hereinafter the "Storage Area").

Furthermore, Lessee shall have the rights and privileges of discharging wastewater effluent to the Irrigation Facilities of Lessor, through the wastewater effluent transmission lines, up to and including 448,000 gallons per day of wastewater effluent in accordance with permits issued or to be issued by the DER. Lessee shall maintain the wastewater effluent transmission lines and facilities related thereto in good, operable condition and repair, and shall not take any actions that would unreasonably interfere with the use of the property as a Golf Course.

Lessee shall use its best efforts to conduct its activities on the Golf Course Property at time (and during seasons) when the Golf Course is least busy, and otherwise avoid causing a disruption in the normal use of the property as a Golf Course.

3. AGREEMENT RELATIVE TO SPRAY IRRIGATION OF EFFLUENT.

Lessee shall have the right to use the Golf Course Property, and the spray irrigation system (hereinafter referred to as the "Irrigation System") hereafter constructed upon the Golf Course Property (to be constructed by Lessor pursuant to Paragraph 3 hereinbelow), for purposes of drawing Effluent from the Storage Area and transmitting and spreading Effluent over the entire Golf Course Property. Lessor shall have control over, and be responsible for, the maintenance and operation of the Irrigation System and Storage Area, subject to the terms and conditions of this Agreement. Lessor covenants and agrees that it will use its best efforts to operate the Irrigation System, and to withdraw Effluent from the Storage Area and spread such Effluent onto the Golf Course Property, in such a manner that the level of the Storage Areas will be maintained at a level which will permit Lessee to discharge Effluent into the Storage Area at an average daily rate, as determined on an annual basis, of at least four hundred forty-eight thousand (448,000) gallons per day, without the overflow or discharge of Effluent from such Storage Areas onto adjacent land or into waterways. It is agreed by and between the parties hereto that Lessor shall not be limited to the rate of four hundred forty-eight thousand (448,000) gallons per day, but may irrigate the Golf Course Property at such higher rates as Lessor may deem appropriate. Lessee shall use its best efforts to provide Lessor with Effluent quantities of more than four hundred forty-eight thousand (448,000) gallons per day as Lessor may request, but shall not be responsible for Acts of God or other occurrences beyond Lessee's control which prevent such provisions of Effluent. The Irrigation System and the Storage Areas shall be installed, maintained and operated by Lessor in accordance with all applicable DER permits, laws, regulations and orders applicable thereto, the costs of which shall be borne by the Lessor. Lessor shall not use water from any other source for

purposes of irrigating the Golf Course Property except in those instances in which Lessee after not less than twenty-four (24) hours notice from Lessor is unable to provide Lessor with Effluent in the quantities needed by Lessor for such irrigation.

4. CONSIDERATION. During the term of this lease, Lessee shall pay to the Lessor an annual lease fee (rent) at the rate of \$10.00 per year. It is hereby mutually agreed that the annual lease fee is fair and adequate consideration. Lessor and Lessee acknowledge and agree that the provision of irrigation water to Lessor at no charge and the use of the Golf Course Property by the Lessee at the annual lease fee are mutual considerations of equal value, each of which are material inducements to the parties for the execution of this Agreement. The annual lease fee due to Lessor shall be paid to Lessor at the address first above written, or at such other place as Lessor may from time to time designate in writing.

5. AGREEMENT RELATIVE TO CONSTRUCTION AND MAINTENANCE.

(a) The Lessor shall be responsible for the installation, construction, repair, replacement and maintenance of all wastewater Effluent transmission lines and equipment appurtenant thereto which extend from Lessee's sewerage treatment plant to the Storage Areas, ^{and like Storage Areas.} The Lessor shall be responsible for the installation, construction, repair, replacement and maintenance of ~~the Storage Areas~~ and the entire irrigation system throughout the Golf Course Property. Each of the parties shall maintain such lines and facilities for which they are responsible for under this paragraph in good and operable condition and good state of repair.

(b) The Lessee shall have the right, but not the obligation, for itself, its contractor, subcontractors, and employees to enter upon the Golf Course Property for the purposes of repair, replacement and maintenance of the Storage Areas, and the irrigation system if the Lessor shall fail to do so to Lessee's satisfaction or if an emergency arises which requires prompt and expeditious repair, replacement and/or maintenance of the Storage Areas and irrigation system. All costs incurred by the Lessee upon the undertaking of such repair, replacement and maintenance of the ~~Storage Areas~~ and irrigation system shall be reimbursed to it by the Lessor within ten (10) days after a statement of invoice therefore has been delivered to the Lessor.

(c) All of such installation, construction, repair, replacement and maintenance required of the Lessor and Lessee under this paragraph shall be in full accordance with all rules, regulations and requirements of the DER, or other governmental agency having jurisdiction over the irrigation system, Storage Areas and/or Lessee's sewerage treatment plant. All of such installation, construction, repair, replacement and maintenance to be undertaken and performed by the Lessor or Lessee hereunder is to be accomplished in an expeditious manner and with as little disruption to on going operations of the Golf Course as reasonably possible.

(d) The Lessor shall maintain ~~the Storage Areas~~ and the Irrigation System in good operable condition and state of repair, and all costs for such operation and maintenance shall be the sole expense of the Lessor. Lessor shall pay all expenses of such operation and maintenance when they are incurred.

(e) If Lessor fails to perform any of its obligations under this lease, Lessee, itself, may perform those obligations, at the expense of Lessor, and Lessor shall after reasonable notice, reimburse Lessee for all its expenses (including, without implied limitation, employee costs and material costs) incurred in performing those obligations. Furthermore, at its option, after a breach by Lessor of any provision of this lease, and thirty (30) days notice in which to cure the breach, Lessee may bring an action against Lessor for damages, specific performance of this lease, or both.

(f) Lessor hereby grants to Lessee such easements, over and under the Golf Course Property, as may be required by Lessee to install, maintain and operate the wastewater Effluent transmission lines required to be installed by it under this Lease Agreement. At such time as the wastewater effluent lines required to be installed by the Lessee under this Agreement are so installed, the Lessor will execute and deliver an instrument of conveyance in recordable form affording the Lessee easement and right-of-way rights for such lines over a strip of land 20 feet wide lying equally on either side of the center line of such installed transmission lines. The exact location of the easement and right-of-way will be as indicated by a survey prepared by the Lessee and furnished to the Lessor for the preparation of such easement and right-of-way and the rights afforded to the Lessee thereby will be free of any prior encumbrances of any nature, and shall be perpetual in term.

The easement and right-of-way agreement will provide that the easement is for the following purposes: The perpetual right to enter at any time and from time to time to install, construct, maintain, inspect, repair, replace, rebuild, operate and inspect such wastewater effluent lines and to remove any brush, trees or other installations which interfere with its use and rights under such easement right-of-way.

6. PERMITS. Lessor covenants and agrees that it will assist and cooperate with Lessee in applying for, obtaining and renewing all permits, consents and approvals, now or hereafter required from DER, or any other governmental agency having jurisdiction over the Golf Course Property and Storage Areas for the discharge by Lessee of Effluent into the Storage Areas and onto the Golf Course Property through the Irrigation System. Lessee shall pay all costs associated with the permitting process, together with all engineering and construction costs which may be necessary to comply with any such permits now or hereafter governing the disposal by Lessee of Effluent onto the Golf Course Property.

7. INDEMNIFICATION AND INSURANCE. Lessee hereby agrees to indemnify and save harmless and without loss of any nature whatsoever the Lessor arising out of any personal injury or alleged injury of any nature whatsoever arising out of any accident, mishap, or occurrence of any nature whatsoever occurring from the use of the leased premises by Lessee and its employees, agents or assigns, regardless of whether such injury or mishap should arise out of the operation, maintenance or use thereof and regardless of whether any such injury shall occur directly or indirectly as a result of any condition, latent or patent, of the premises or the use, occupancy or operation thereof.

The Lessee shall carry Comprehensive General Liability Insurance at all times with minimum limits of five hundred thousand and no/100 dollars (\$500,000.00) per occurrence, combined single limit for bodily injury and property damage, insuring against all liability of Lessee and its authorized representatives arising out of and in connection with Lessee's use of the premises. All public liability insurance and property damage insurance shall insure performances by Lessee of the indemnity provisions contained herein. Both parties shall be named as additional insureds, and the policy shall contain crossliability endorsements. All policies shall be endorsed to waive any right of subrogation against Lessor, its directors, officers, employees and agents or against its affiliated companies, their directors, officers, employees and agents.

8. ASSIGNMENT. Lessee may assign, mortgage, pledge or transfer this lease without Lessor's consent. In the event of an assignment or transfer of this lease, the assignee thereof shall assume in writing all of the duties, obligations and rights of the Lessee in full. This shall include the requirements that the effluent discharged from the sewage treatment plant meets the criteria and standards of the DER regulation for irrigation of the Golf Course Property, i.e., tertiary treatment levels are to be maintained at all times.

9. DEFAULT. Each of the following shall be deemed a default by the Lessee and a breach of this Lease:

(a) Nonpayment of the installments of rent required by additional rent herein reserved, the term of this Lease for a period of thirty (30) days after written notice thereof is received by Lessee.

(b) A failure to perform any other covenant or condition of this Lease on the part of the Lessee to be performed for a period of sixty (60) days after written notice thereof has been received by the Lessee. Any notice given pursuant to this subparagraph which refers to a failure to do work shall specify in general terms the work required to be done to prevent the occurrence of a default. For the purposes of this subparagraph, no default on the part of the Lessee in the performance of work required to be performed or acts to be done or conditions to be modified shall be deemed to exist if steps shall have in good faith been commenced promptly by the Lessee to rectify the same and shall be prosecuted to completion with diligence. Delays occasioned by fire, strikes, embargoes, governmental restrictions, Acts of God, or any other cause beyond the reasonable control of the Lessee shall not be included in the calculating of the aforementioned 60 day period.

(c) In the event of any such default of the Lessee, and at any time following the expiration of the respective periods above referred to, the Lessor may serve a written notice upon the Lessee that the Lessor elects to terminate this Lease upon a specified date which shall be:

(1) In the event of any default under subparagraph 9(a) hereof, not less than ten (10) days after the date of serving of such notice; or

(2) In the event of default under subparagraph 9(b) hereof, not less than twenty (20) days after the date of serving such notice, this Lease shall then expire on the date so specified as if that date had been originally fixed as the expiration date of the term herein granted. No default shall be deemed

waived unless in writing and signed by the Lessor, except that a default under subparagraph 9(b) hereof shall be deemed waived if such default be cured before the date specified in the notice of termination served upon the Lessee.

(d) In the event of a default or failure on the part of Lessee to comply with the terms and conditions of this Lease, including the non-payment of rent, Lessor or Lessee shall notify the Florida Public Service Commission within twenty-four (24) hours of being notified of said occurrence.

10. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party of all remedies available at law or in equity, including the right of damages, injunctive relief, specific performance, and declaratory judgment. If an action be brought in order to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses incurred in connection with such action, on the trial and appellate court levels.

11. TERM OF AGREEMENT. This Agreement shall be effective and binding upon the parties beginning on November 8, 1988. The term of this Agreement shall commence on November 8, 1988 and end on November 7, 2048.

12. FILING. Lessor agrees to allow the filing for record of this Agreement or a memorandum thereof and any other record restriction which state the Lessor's and Lessee's rights and duties with respect to the Golf Course.

13. SUCCESSORS AND ASSIGNS. The covenants and agreements set forth herein shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

14. INTEGRATION. This Agreement constitutes the entire and integrated contract between Lessor and Lessee and supersedes all prior negotiations, representations and agreements relative to the subject matter hereof, either written or oral.

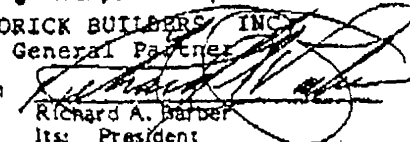
IN WITNESS WHEREOF, the Lessor and Lessee have caused these presents to be signed by their corporate officers thereunto duly authorized, and their corporate seals to be affixed hereto all as of the day and year first above written.


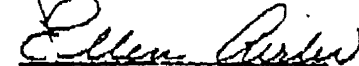
Signed, sealed and delivered
in the presence of:

"LESSOR"

THE ANDEN GROUP OF FLORIDA,
a Florida general partnership

By: RORICK BUILDERS, INC.
a General Partner

By: 
Richard A. Barber
Its: President

"LESSEE"

ALAFAYA UTILITIES, INC.,
a Florida corporation

By: Bruce W. Gladish
Bruce Gladish
Its: President

STATE OF FLORIDA
COUNTY OF Seminole

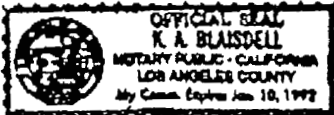
The foregoing was acknowledged before me this 10th day of November, 1988, by Richard A. Berger, President of Roric Builders, Inc.*, of THE ANDEN GROUP OF FLORIDA, a Florida general partnership, on behalf of the partnership.
* a Florida corporation, as General Partner.

Ellen Purley
Notary Public, State of Florida
At Large
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 20, 1991

California
STATE OF ~~FLORIDA~~
COUNTY OF Los Angeles

The foregoing was acknowledged before me this 8th day of November, 1988 by Bruce W. Gladish, as President of ALAFAYA UTILITIES, INC., a Florida corporation, on behalf of the corporation.

K. A. Blaisdell
Notary Public, State of ~~Florida~~ California
At Large
My Commission Expires: Jan. 10, 1992



LEGAL DESCRIPTION WRITTEN BY SURVEYOR:

PARCEL 1

Beginning at the Northeasterly corner of Lot 5, TWIN RIVERS MODEL HOME AREA recorded in Plat Book 39, Page 11, of the Public Records of Seminole County, Florida, run N 21 15'53" E 988.31 feet; thence N 38 49'29" E 544.54 feet; thence from a tangent bearing of S 60 56'12" E run southeasterly 907.39 feet along the arc of the curve concave Northeasterly having a radius of 5829.65 feet a central angle of 08 55'05" and a chord of 906.48 feet, said curve being 100.00 feet Southwesterly of and concentric to the center line of County Road No. 419; thence run S 07 04'07" W 845.81 feet; thence run S 44 04'06" W 1610.68 feet; thence run S 72 34'07" W 485.15 feet; thence run S 36 25'53" E 523.10 feet; thence run N 33 52'05" E 421.17 feet; thence run N 62 50'02" E 382.56 feet; thence run N 39 30'17" E 922.70 feet; thence run N 52 28'51" E 453.74 feet; thence run N 66 05'16" E 631.87 feet; thence run S 28 30'41" E 515.49 feet; thence run S 09 18'35" E 334.17 feet; thence run S 27 30'43" W 845.58 feet; thence run S 31 07'47" E 568.85 feet; thence run S 22 37'11" E 348.01 feet; thence run N 80 32'16" E 296.81 feet; thence run S 57 56'30" E 720.67 feet; thence run S 15 18'36" E 434.92 feet; thence run S 11 19'25" W 342.28 feet; thence run S 37 12'32" E 618.15 feet; thence run S 03 38'35" E 150.00 feet; thence run S 36 52'05" E 518.11 feet; thence run S 13 15'13" W 338.90 feet; thence run S 44 49'05" W 392.93 feet; thence run S 78 08'11" W 74.95 feet; thence run along the boundary of TWIN RIVERS SECTION VII as recorded in Plat Book 41, Pages 2 through 4 of said Public Records the following five courses: S 81 56'00" W 658.95 feet; S 27 45'00" W 72.12 feet; N 62 15'00" W 67.29 feet; Northwesterly 107.34 feet along the arc of a curve concave Northeasterly having a radius of 150.00 feet, a central angle of 41 00'00" and a chord of 105.06 that bears N 41 45'00" W; N 21 15'00" W 89.57 feet; thence run along the boundary of TWIN RIVERS SECTION VI as recorded in Plat Book 40, Pages 69 through 75 of said Public Records the following eight courses: N 70 45'00" E 870.49 feet; N 32 15'00" E 342.85 feet; N 49 45'00" W 338.20 feet; N 45 00'55" W 175.59 feet; N 14 22'39" E 166.94 feet; N 53 45'00" W 460.00 feet; N 77 36'49" W 302.10 feet; N 08 25'14" W 309.57 feet; thence run N 01 57'00" W 277.69 feet; thence run N 22 03'44" E 182.85 feet; thence run N 32 38'15" W 116.55 feet; thence run S 57 29'33" W 190.97 feet; thence run S 17 47'35" W 177.24 feet; thence run S 66 55'00" W 373.07 feet; thence run N 80 04'05" W 206.75 feet; thence run N 06 44'17" W 293.10 feet; thence run N 18 33'42" E 224.42 feet; thence run N 16 31'29" W 361.56 feet; thence run N 77 42'03" W 330.21 feet; thence run S 13 57'28" W 410.60 feet; thence run S 34 13'56" W 625.47 feet; thence run S 09 53'19" W 211.09 feet; thence run S 50 47'37" E 264.02 feet; thence run S 02 16'54" E 107.83 feet; thence run along the boundary of TWIN RIVERS SECTION VI as recorded in Plat Book 40, Pages 69 through 75 of said Public Records the following three courses: from a tangent bearing of N 69 28'13" W run Westerly 647.79 feet along the arc of a curve concave Southerly having a radius of 841.23 feet, a central angle of 44 07'16" and a chord of 611.91 feet; S 66 24'12" W 246.41 feet; Northwesterly 47.12 feet along the arc of a curve concave Northeasterly having a radius of 30.00 feet, a central angle of 90 00'00" and a chord of 42.43 feet that bears N 68 35'48" W; thence run along the Easterly Right of Way line of Lockwood Road, recorded in O.R. Book 1950, Page 552, of the Public Records of Seminole County, Florida, the following seven courses: N 23 35'44" E 390.46 feet; thence run Northwesterly 245.40 feet along the arc of a curve concave Northeasterly having a radius of 715.00 feet, a central angle of 19 39'55" and a chord of 244.20 feet that bears N 13 45'50" W; thence run N 03 55'53" W 707.24 feet; thence run Northwesterly 567.23 feet along the arc of a curve concave Southwesterly having a radius of 1000.00 feet, a central angle of 32 30'00" and a chord of 559.66 feet that bears N 20 10'53" W; thence run N 16 25'53" W 651.35 feet; thence run Northerly 560.87 feet along the arc of a curve concave Easterly having a radius of 892.65 feet, a central angle of 16 00'00" and a chord of 551.69 feet that bears N 18 25'53" W; thence run N 00 25'53" W 129.02 feet; thence departing said Right of Way run N 89 36'20" E 273.00 feet, along the Southerly line of said TWIN RIVERS MODEL HOME AREA; thence run along the Easterly line of said TWIN RIVERS MODEL HOME AREA the following two courses: N 18 37'47" E 86.91 feet; N 23 36'20" E 450.00 feet to the Point of Beginning, containing 220.87 acres more or less.

AND

PARCEL 2

Beginning at the Northeasterly corner of Lot 12 TWIN RIVERS SECTION V, recorded in Plat Book 39, Pages 64 through 67, of the Public Records of Seminole County, Florida, run along the boundary of TWIN RIVERS SECTION VI as recorded in Plat Book 40, Pages 69 through 75 of said Public Records the following nine courses: from a tangent bearing of N 72 04'35" E run Easterly 526.91 feet along the arc of a curve concave Southerly having a radius of 658.77 feet, a central angle of 45 49'37" and a chord of 512.97 feet; thence run S 62 05'48" E 297.35 feet; thence run Southeasterly 132.59 feet along the arc of a curve concave Northeasterly having a radius of 400.00 feet, a central angle of 18 59'34" and a chord of 131.99 feet that bears S 71 35'35" E; thence run S 26 15'00" E 289.01 feet; thence run S 14 15'00" E 392.28 feet; thence run S 14 41'40" E 80.00 feet; thence run S 00 37'18" W 117.07 feet; thence run S 14 43'52" W 115.63 feet; thence run S 89 24'12" W 22.55 feet; thence run Westerly 207.47 feet along the arc of a curve concave Southerly having a radius of 637.53 feet, a central angle of 18 38'43" and a chord of 206.55 feet that bears S 80 04'50" W; thence run along the Easterly line of said TWIN RIVERS SECTION V the following four courses; N 02 24'12" E 68.61 feet; N 23 35'48" W 642.96 feet; N 32 05'26" W 112.20 feet; N 51 35'48" W 731.11 feet, to the Point of Beginning, containing 11.400 acres more or less.

AND

PARCEL 3

Beginning at the Northeasterly corner of Lots 20 TWIN RIVERS SECTION V, as recorded in Plat Book 39, Pages 64 through 67 of the Public Records of Seminole County, Florida, run along the boundary of TWIN RIVERS SECTION VI as recorded in Plat Book 40, Pages 69 through 75 of said Public Records the following 18 courses: from a tangent bearing of N 68 22'31" E run Northeasterly 208.90 feet along the arc of a curve concave Southerly having a radius of 577.53 feet, a central angle of 20 43'28" and a chord of 207.76 feet; S 11 35'48" E 326.03 feet; S 65 31'33" E 156.80 feet; S 83 35'48" E 130.00 feet; S 08 35'48" E 87.13 feet; Southeasterly 104.18 feet along the arc of a curve concave Northeasterly having a radius of 397.94 feet, a central angle of 15 00'00" and a chord of 103.88 feet that bears S 16 05'48" E; run Southwesterly 21.03 feet along the arc of a curve concave Westerly having a radius of 25.00 feet, a central angle of 48 11'23" and a chord of 20.41 feet that bears S 00 29'54" W; run Southeasterly 95.37 feet along the arc of a curve concave Northeasterly having a radius of 50.00 feet; a central angle of 109 16'54" and a chord of 81.55 feet that bears S 30 02'52" E; S 05 18'41" W 130.00 feet; S 84 41'19" E 180.00 feet; N 05 18'41" E 221.72 feet; N 30 54'58" W 149.90 feet; N 08 35'48" W 320.00 feet; N 06 16'28" W 63.56 feet; N 65 58'08" E 114.44 feet; S 31 36'21" E 113.96 feet; N 68 45'00" E 130.00 feet; S 21 15'00" E 58.34 feet; thence run along the boundary of TWIN RIVERS SECTION VII as recorded in Plat Book 41, Pages 2 through 4, of said Public Records the following 13 courses: S 21 15'00" E 89.57 feet; Southeasterly 143.12 feet along the arc of a curve concave Northeasterly having a radius of 200.00 feet, a central angle of 41 00'00" and a chord of 140.08 feet that bears S 41 45'00" E; S 57 20'56" W 75.00 feet; S 32 43'49" E 115.00 feet; S 22 22'37" E 80.02 feet; S 26 19'59" E 98.65 feet; S 33 19'32" E 189.90 feet; S 47 06'52" 240.00 feet; S 15 22'08" E 124.97 feet; S 04 51'22" W 360.21 feet; S 58 22'57" W 398.59 feet; S 24 44'29" W 249.44 feet; S 60 28'29" W 105.10 feet; thence run N 60 37'03" W 585.45 feet; thence run N 51 51'09" W 631.73 feet; thence run N 44 55'34" W 410.22 feet; thence run along the Easterly line of said TWIN RIVERS SECTION V the following four courses: N 51 24'12" E 314.58 feet; N 37 33'34" E 122.03 feet; N 11 29'30" E 110.40 feet; N 02 24'12" E 517.78 feet, containing 44.835 acres more or less.