

030407-WS

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of the Commission Clerk & Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

PART I APPLICANT INFORMATION

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

Springside at Manatee, Ltd.  
Name of utility

( 352 ) 486-2828 ( )  
Phone No. Fax No.

PO Box 72  
Office street address

Chiefland, FL 32644  
City State Zip Code

same  
Mailing address if different from street address

Internet address if applicable

PSC/ECR 007 (Rev. 2/91)

DOCUMENT NUMBER-DATE

03876 APR 28 8

FLORIDA PUBLIC SERVICE COMMISSION CLERK

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

Rebecca Parnell ( 352 ) 486-2828  
Name Phone No.

PO Box 953  
Street address

Bronson, FL 32621  
City State Zip Code

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

Par Utilities, Inc.  
Name of utility

( 352 ) 486-2828 ( )  
Phone No. Fax No.

PO Box 72  
Office street address

Chiefland, FL 32644  
City State Zip Code

same  
Mailing address if different from street address

Internet address if applicable

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

Corporation Partnership Sole Proprietorship

Other: Corporation  
(specify)

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

Par Utilities, Inc. was incorporated on July 14, 2000

in the state of Florida.

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

Lonnie Parnell, President, PO Box 953, Bronson, FL 32621

Royanna Parnell, Vice President, PO Box 953, Bronson, FL 32621

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

N/A

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**PART II FINANCIAL AND TECHNICAL INFORMATION**

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

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

Par Utilities, Inc.--Inglewood #WU837-02-AR

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

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

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

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

- D) Exhibit III - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

- E) Exhibit IV - A statement describing the financing the purchase.

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

- G) Exhibit       V       - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. \_\_\_\_\_ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit   N/A   - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:
- Lonnie Parnell   (352 ) 486-2828  
Name Phone No.
- PO Box 953    
Street address
- Bronson,     FL     32621    
City State Zip Code
- J) Exhibit       VI       - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.
- K) Exhibit       VII       - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.
- L) Exhibit       VIII       - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

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

**PART III NOTICE OF ACTUAL APPLICATION**

- A) Exhibit IX - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:
- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
  - (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
  - (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
  - (4) the regional planning council;
  - (5) the Office of Public Counsel;
  - (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
  - (7) the appropriate regional office of the Department of Environmental Protection; and
  - (8) the appropriate water management district.

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

- B) Exhibit   X   - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit   XI   - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

**PART IV    FILING FEE**

Indicate the filing fee enclosed with the application:

  \$ 750.   (for water) and   \$ 750.   (for wastewater).

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

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

PART V      OTHER

- A)      Exhibit XII - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
  
- B)      Exhibit XIII - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.**
  
- C)      Exhibit XIV - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).



PART VI AFFIDAVIT

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

BY: Lonnie Parnell  
Applicant's Signature

Lonnie Parnell  
Applicant's Name (Typed)

President  
Applicant's Title \*

Subscribed and sworn to before me this 4th day in the month of April in the year of 2003 by Lonnie Parnell who is personally known to me \_\_\_\_\_ or produced identification \_\_\_\_\_

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

Katrina L. Parker  
Notary Public's Signature



Katrina L. Parker  
Print, Type or Stamp Commissioned  
Name of Notary Public

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

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## ***Part II***

## **Financial & Technical Information**

### **A) Exhibit I**

The transfer of ownership of Springside at Manatee, Ltd. is in the best interest of the public because Lonnie Parnell has 20+ years of experience working in water and wastewater utility operations, successfully maintaining these systems with integrity and knowledgeable experience. Springside at Manatee, Ltd. was abandoned by the previous owner. Levy county appointed Lonnie Parnell as receiver for Springside at Manatee, Ltd. as of November 1998. Lonnie Parnell has been overseeing operations for Springside at Manatee, Ltd. since this time. Levy county has decided to transfer the utility certificate to Par Utilities, Inc. (Lonnie Parnell is the current owner of Par Utilities, Inc.). Par Utilities, Inc. will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

C) **Exhibit II**

There is no sale contract.

(1) The copy of the court order awarding Lonnie Parnell receivership of Springside at Manatee, Ltd. is attached.

(2) Par Utilities, Inc. has acquired both the existing water and wastewater systems. In addition to the existing assets of the systems, Lonnie Parnell has purchased the following:

Two lots (land)	\$12,000
New building	\$2,000
Gravel driveway (required for sludge trucks)	\$1,500
Two new chlorine pumps	\$500 total
Two new well pumps	\$6,000 total
Two new sewer pumps	\$3000 total
One transfer pump	\$200
New blower (for sewer side)	\$2,000
Electrical work	\$1,000
<u>Meter boxes &amp; misc. supplies</u>	<u>\$1,000</u>
Total	\$29,200

(3) There are no consideration between parties (no promised salaries, retainer fees, stock, stock options, etc.).

(a) N/A

(b) N/A

(c) N/A

(d) N/A

(e) Remaining debt of utility: \$8,000 for the land on which the utility exists.

(f) N/A

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IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR LEVY COUNTY, FLORIDA

CLERK OF CIRCUIT COURT  
LEVY COUNTY, FLORIDA

FILED  
99 NOV 24 PM 1:22

LEVY COUNTY, FLORIDA, a )  
political subdivision of the )  
State of Florida, )  
vs. )  
KENNETH DRUMMOND and )  
PROPERTY PLANNING, INC, )  
Respondents. )  
\_\_\_\_\_ )

CIVIL ACTION  
CASE NO. 99- 939 -CA

ORDER APPOINTING RECEIVER

THIS MATTER having come before the Court upon Petition of LEVY COUNTY, FLORIDA, and the Court after receiving the further advise and recommendations or counsel, and being fully advised of the premises, hereby finds:

Respondent operates a residential water and wastewater system within the jurisdictional boundaries of Levy County, Florida, pursuant to the provisions of Chapter 367, Florida Statutes. On or about August 18, 1999 Respondent formally filed a Notice Of Abandonment for the water and wastewater, pursuant to Section 367.165, Florida Statutes. Levy County subsequently filed its Petition To Appoint A Receiver to take possession of and operate Respondent's facilities.

Based upon the foregoing and further evidence presented by Levy County concerning the appropriateness of the Receiver, pursuant to Section 367.165(2), Florida Statutes, it is hereby

ORDERED AND ADJUGED as follows:

**SECTION 1. APPOINTMENT OF NEW RECEIVER AND TERM.**

LONNIE PARNELL is hereby appointed to act as Receiver for the Respondent's residential water and wastewater system. The term of this Receivership shall begin on the date of this Order and shall continue until such time as the Receiver sells or otherwise disposes of the property of the Respondent's water and wastewater system, or is relieved as Receiver by this Court. The connection of these facilities, to a regional or central water system utility upon the availability of same, shall constitute a disposition of the property, for the purposes of this Order. Upon termination and expiration of the receivership as provided herein, the Receiver shall be released from all further obligations to operate and maintain the water and wastewater system. Should the term of the Receiver terminate and expire due to the sale of the Respondent's water and wastewater system by the Receiver, then the obligations and responsibilities of the Receiver shall terminate and expire as of the date of closing of any such sale.

**SECTION 2. SURRENDER OF PROPERTY, ASSETS, DOCUMENTS AND FACILITIES.**

All property assets, documents, and facilities of the water and wastewater system shall be turned over to LONNIE PARNELL by Respondent at the time of this Order. The Respondent's obligations regarding the surrender of the property, assets, documents, and facilities shall be outlined herein. The Respondent shall, to any extent that it may not have already done so: (1) turn over and produce to Receiver all customer account records, contracts, agreements, correspondence, legal pleadings,

business records, easements, and any other documents related to the system, to include property, assets and liabilities associated therewith in order that the Receiver may then operate and maintain say system, and (2) surrender control of all real and personal property to the Receiver. Upon entry of this Order, the Respondent shall turn over and produce all bank accounts, bank account records, customer deposits, cash, and accounts receivable balances to the Receiver.

**SECTION 3. RECEIVER POWERS.**

Once the documents from the system and the real personal property associated therewith are surrendered to the Receiver in accordance with Section 2 above, the Receiver shall send written notice of receipt thereof to this Court, shall indicate his acceptance of appointment as Receiver, shall cause the operation of the system until such time as provided for in Section 1, and shall continue the lawful operation and maintenance of the utility service to the customers of the system. In order to effectively carry out the responsibilities under this Order, the Receiver shall have the following powers and authority:

(1.) to provided and maintain water and wastewater service within the designated Service Area, in compliance with all applicable permits, regulations, and statutes;

(2.) to make extensions, expansions, repairs, replacements, and improvements to the system as appropriate and necessary;

(3.) to collect rates, fees, charges, and deposits for all services provided by the system in accordance with all applicable state laws;

(4.) to borrow money, and to pledge and encumber the facilities, assets and revenues of the system for repayments thereof;

(5.) to enter into contracts or agreements with any other public agency or private entity providing for or relating to the operation and maintenance of the system or to connection of the customers to any other public or private system;

(6.) to accept gifts, grants, or contributions in kind in connection with the management, operation and maintenance of the system;

(7.) to retain and pay the fees, costs, and salaries of accountants, architects, engineers, attorneys, employees, or other professional consultants as necessary or desirable in the management, operation, or maintenance of the system and to ensure compliance with all the provisions of this Order for the rates, fees, and charges authorized under this Section 3;

(8.) to pay from revenues collected from the customers of the system all necessary and reasonable operating expenses contemplated in this Section 3., in a manner designed to continue the efficient, effective and environmentally sound operation of said utility;

(9.) to connect customers of the system to any other public or private water system with adequate water and wastewater service capacity; to accept said customers



in accordance with and subject to applicable requirements and payment of fees to said public or private system;

(10.) upon completion thereto, the Receiver, with written approval from this Court, may discontinue the operation of the system and dispose of all land, facilities, assets, and revenues to satisfy all outstanding obligations of the system. The Receiver shall give due notice to the owner and all creditors of the system of his receivership prior to any disposal of the facilities;

(11.) to sue or be sued, to implead or to be impleaded, to complain and defend in any Court, and to seek all legal or equitable relief in accordance with applicable state law;

(12.) to apply for and obtain any applicable federal, state, and local governmental permits, certificates, licenses, or other approvals in order to operate and maintain the system;

(13.) to perform generally any other lawful acts necessary or desirable to carry out the express powers and authority granted and imposed herein.

**SECTION 4. CONTINUED JURISDICTION.**

This Court shall retain jurisdiction in this cause to enter such further orders or take any action as it deems appropriate. Nothing in this Order is intended to determine what entity may be ultimately and/or permanently responsible for the operation and maintenance of the system to any person, firm, or entity, then, on the date of closing of such sale, this Order shall terminate and expire, and this matter shall be closed. The

Receiver shall file notification of any sale with this Court no later than ten (10) business days following the date of any such sale.

**SECTION 5. IMMUNITY FROM LIABILITY AND VIOLATIONS.**

As consideration for Receiver assuming the responsibility for the continued operation and maintenance of the system, the Receiver and his agents and employees are hereby declared to be held harmless and not legally responsible for any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees, that have arisen or may arise out of the past design, construction, operation, and maintenance of the system. This immunity shall include but not be limited to: immunity from injury to persons, damage to property or property rights, or violation of any governmental law, rule, regulation or requirement that may arise from the design, construction, operation, or maintenance of the system to the date of appointment of the Receiver.

**SECTION 6. RESPONDENT'S LIABILITY.**

Respondent shall remain liable under all applicable laws for any claims, violations, demands, penalties, suits, proceedings, actions, or fees occurring prior to the appointment and acceptance by the Receiver.

**SECTION 7. RECEIVER'S SEPARATION OF FUNDS.**

LONNIE PARNELL, as Receiver, is hereby directed by this Court to maintain separate accounts and records for the managements of the system. Additionally, this court hereby directs that the revenues from the Respondent's Utility are not to be

considered the revenues of the Receiver, nor are the revenues of any division or department of the Receiver to be considered those of the Respondent's Utility.

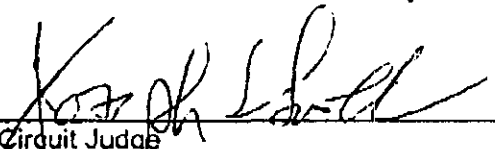
**SECTION 8. RECEIVER'S OBLIGATIONS FOR OPERATION.**

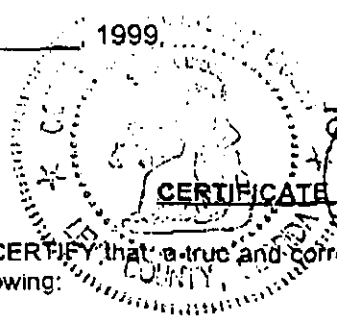
The Receiver in this cause is hereby directed to operate the Respondent's Utility until said Utility is disposed of pursuant to the provisions of this Order. The Utility shall be operated by the Receiver in such a manner so as to provide efficient, effective and environmentally sound continuous service to the customers of the Utility during the term of this receivership, and as can be provided from the revenues of the system.

**SECTION 9. RECEIVER'S ACCOUNTING TO THE COURT.**

The Receiver shall submit to the Court, through Levy County for prior review and analysis, quarterly financial and operational reports for the Water System for the duration of his receivership.

DONE AND ORDERED in Bronson, Levy County, Florida, this 24 day of

Nov 1999.   
Circuit Judge

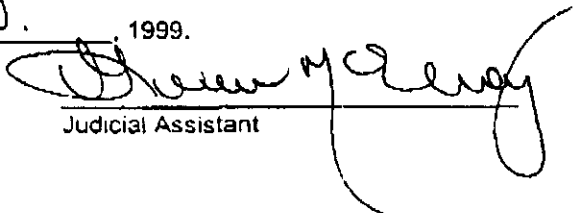


**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U. S. Mail to the following:

KENNETH DRUMMOND  
PROPERTY PLANNING, INC.  
5001 Phillips Hwy. 7-B  
Jacksonville, FL 32207

GREGORY V. BEAUCHAMP, P.A.  
P. O. Box 1129  
Chiefland, FL 32644

DATED this 24th day of Nov. 1999.   
Judicial Assistant

**D) Exhibit III**

Par Utilities, Inc. is current on all fees, fines, or refunds owed.

**E)            Exhibit IV**

The tax deed for the land (on which Springside at Manatee, Ltd. exists) was purchased from Carl Rose for the amount of \$12,000.

**G)            Exhibit V**

The proposed net book value of the system (Springside at Manatee, Ltd.) as of the date of the proposed transfer is estimated to be about \$110,000.

Rates previously established by the Commission:  
Order No. PSC-92-0190-FOF-WS on April 13, 1992 in  
docket No. 910909-WS.

**J) Exhibit VI**

The books and most of the records of the previous owner of Springside at Manatee, Ltd. were not received by Lonnie Parnell. Mr. Parnell contacted the previous owner by phone several times, attempting to obtain the books and records, but he was unable to accomplish this.

**K)            Exhibit VII**

As receiver for Springside at Manatee, Ltd. Lonnie Parnell (Par Utilities, Inc.) has not received copies of federal income tax returns from the previous owner. The previous owner did not give Lonnie Parnell federal tax return records. Mr. Parnell contacted the previous owner by phone in attempts to obtain the records, but was unable to accomplish this. Lonnie Parnell also met with the previous owner at a lawyer's office. The previous owner gave Mr. Parnell some paperwork pertaining to Springside at Manatee, Ltd., but no federal tax records were received.



**L)            Exhibit VIII**

After reasonable investigation, Springside at Manatee, Ltd. appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

***Part III***

**Notice of Actual Application**

A) **Exhibit IX**  
Late filed

B) **Exhibit X**  
Late filed

C) **Exhibit XI**  
Late filed

***Part V***            **Other**

**A)            Exhibit XII**

Lonnie Parnell previously turned in a copy of the recorded warranty deed for the land on which the utility exists to the State of Florida Public Service Commission. *Copy attached.*

**B)            Exhibit XIII**

Late filed

**C)            Exhibit XIV**

Springside at Manatee, Ltd. utility was abandoned. The utility's current certificate was not in the paperwork or the files received by Lonnie Parnell.

Name: Par Utilities, Inc. **R**  
 Address: P.O. Box 72  
 Chiefland, Fl. 32644  
 This Instrument Prepared by:  
 Name: Lonnie Parnell  
 Address: P.O. Box 953  
 Bronson, Fl. 32621  
 Property Apprassers Parcel Identification: 00093-000-00  
 Folio Number(s):  
 Grantee(s) S.S. # (s):

FILE# 386997  
 Levy County, FLORIDA  
 RCD Apr 17 2002 03:52  
 Danny J. Shipp., CLERK  
 DEED DOC STAMPS 0.70  
 04/17/02 M.B. Deputy Clk

SPACE ABOVE THIS LINE FOR PROCESSING DATA      SPACE ABOVE THIS LINE FOR RECORDING DATA

**This Warranty Deed**, Made the 15th day of APRIL, 2002, by Lonnie Parnell (Receiver) hereinafter called the Grantor, to Par Utilities, Inc. whose post office address is P.O. Box 72 Chiefland, Fl. 32644 hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth**, That the Grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate in Levy County, State of Florida, viz:

3.2 acres legally described as:  $S\frac{1}{2}$  of  $SE\frac{1}{4}$  &  $NW\frac{1}{4}$  of  $SE\frac{1}{4}$  OR BOOK 728 page 132 -LESS SPRINGS VILLAGE & LESS OR BOOK 54 page 25 & LESS RD. Levy County, Florida

Together with the business known as Springside @ Manatee Sewer system and all personal property located on said premises and used in connection with the business operated thereon.

Subject to conditions, restrictions, reservations, limitations and easements of record, and zoning and other governmental regulations.

**Together**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **To Have and to Hold**, the same in fee simple forever.

And the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19\_\_\_.

**In Witness Whereof**, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Katrina L. Parker  
Witness Signature (as to first Grantor)

Katrina L. Parker  
Printed Name

Annie H. Sims  
Witness Signature (as to first Grantor)

Annie H. Sims  
Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

STATE OF FLORIDA )  
 COUNTY OF LEVY )  
Lonnie Parnell

Lonnie Parnell **I.S.**  
Grantor Signature

Lonnie Parnell  
Printed Name

P.O. Box 953 Bronson, Fl. 32621  
Post Office Address

Co-Grantor Signature, (if any) **I.S.**

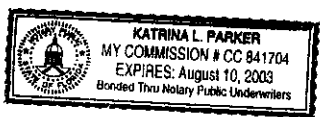
Printed Name

Post Office Address

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and an oath was not taken. (Check one: )  Said person(s) is/are personally known to me.  Said person(s) provided the following type of identification:

NOTARY RUBBER STAMP SEAL



Witness my hand and official seal in the County and State last aforesaid this 17th day of April, A.D. 2002

Katrina L. Parker  
Notary Signature  
Katrina L. Parker  
Printed Name

07  
23  
99  
 Form Design, Stamped Paper & Printing Co., Inc., 1994

Name: Par Utilities, Inc. **R**  
 Address: P.O. Box 72  
 Chiefland, Fl. 326  
 This Instrument Prepared by  
 Name: Lonnie Parnell  
 Address: P.O. Box 953  
 Bronson, Fl. 32621  
 Property Appraiser's Parcel Identification 17790-000-00  
 Folio Number(s):  
 Grantee(s) U.S. # (s)

FILE# 386999  
 Levy County, FLORIDA  
 RCD Apr 17 2002 03:55  
 Danny J. Shipp..., CLERK  
 DEED DOC STAMPS 0.70  
 04/17/02 me Deputy Ck

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**This Warranty Deed**, Made the 15th day of APRIL, 2002, by Lonnie & Royanna Parnell

hereinafter called the Grantor, to Par Utilities, Inc., whose post office address is P.O. Box 72 Chiefland, Fl. 32644, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth**, That the Grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate in Levy County, State of Florida, viz:

Lots 23 & 24 Springside Subdivision, OR BOOK 704 PAGE 46 & OR BOOK 728 PAGE 132, Levy County, Florida

Together with the business known as Springside @ Manatee Water System and all personal property located on the premises and used in connection with the business operated thereon.

Subject to conditions, restrictions, reservations, limitations and easements of record, and zoning and other governmental regulations.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **To Have and to Hold**, the same in fee simple forever.

And the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Katrina L. Parker  
Witness Signature (as to first Grantor)

Katrina L. Parker  
Printed Name

Annie H. Sims  
Witness Signature (as to first Grantor)

Annie H. Sims  
Printed Name

Katrina L. Parker  
Witness Signature (as to Co-Grantor, if any)

Katrina L. Parker  
Printed Name

Annie H. Sims  
Witness Signature (as to Co-Grantor, if any)

Annie H. Sims  
Printed Name

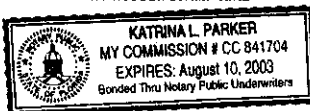
STATE OF Florida )

COUNTY OF Levy )

Lonnie and Royanna Parnell

known to me to be the person S described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was not taken. (Check one:  Said person(s) is/are personally known to me.  Said person(s) provided the following type of identification:

NOTARY RUBBER STAMP SEAL



Witness my hand and official seal in the County and State last aforesaid

this 15th day of April, A.D. 2002

Katrina L. Parker  
Notary Signature  
Katrina L. Parker  
Printed Name