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June 25, 2003

VIA HAND DELIVERY

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

RECEIVED 9:50
03 JUN 25 PM 3:37
COMMISSION
CLERK

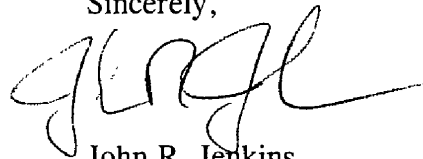
Re: Park Manor Waterworks, Inc.;
Application for Transfer of Facilities to Governmental Authority and
Request for Cancellation of Certificates
Our File No.: 18215.07

Dear Ms. Bayo:

Enclosed herewith please find sixteen (16) copies of Exhibit "A" to Park Manor Waterworks, Inc.'s Application for Transfer of Facilities to Governmental Authority and Request for Cancellation of Certificates which was inadvertently omitted when the Application was filed with your office yesterday.

Should you have any questions regarding this matter, please feel free to call.

Sincerely,



John R. Jenkins
For The Firm

RECEIVED & FILED

TH
FPSC-BUREAU OF RECORDS

AUS _____
CAF _____
CMP _____ JRJ:wjl
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CTR _____ ec: Ms. Bernice Goetz
ECR _____ Mr. Bob Powers
GCL _____ Parkmanor\Sale\Bayo062503ltr
OPC _____
MMS _____
SEC 1
OTH _____

DOCUMENT NUMBER-DATE

15673 JUN 25 2003

FPSC-BUREAU OF RECORDS CLERK

EXHIBIT A

DOCUMENT NUMBER DATE
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APPROVED
ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

OCT 09 2001 gg/lbs

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROVIDING FOR CERTAIN DETERMINATIONS, FINDINGS, AND STATEMENTS AS REQUIRED IN SECTION 125.3401, FLORIDA STATUTES; APPROVING AND AUTHORIZING EXECUTION OF THE ORANGE COUNTY, PARK MANOR WATERWORKS, INC. WATER AND WASTEWATER SYSTEMS ASSET PURCHASE AND SALE AGREEMENT; AUTHORIZING COUNTY STAFF AND CONSULTANTS TO TAKE ALL ACTION NECESSARY TO FINALIZE THE PURCHASE AND CLOSING OF THE PARK MANOR WATER AND WASTEWATER SYSTEMS; DESIGNATING THE CHAIRMAN AS THE APPROPRIATE COUNTY OFFICIAL TO EXECUTE ANY NECESSARY DOCUMENTS AT THE CLOSING OF THE SALE OF SAID SYSTEMS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Resolution No. 2001- M-48

WHEREAS, Park Manor Waterworks, Inc. ("Park Manor") owns and operates a water and wastewater utility system in Orange County, Florida, known as the Park Manor Water and Wastewater System (hereinafter collectively referred to as the "Utility System"); and

WHEREAS, Park Manor requested that the Board of County Commissioners of Orange County (hereinafter "County") consider purchasing the Utility System; and

WHEREAS, the County, its staff and consultants prepared various preliminary valuation and assessment reports and studies concerning the Utility System; and

WHEREAS, the County, its staff and consultants, and Park Manor, its employees and consultants have negotiated and completed an asset purchase and sale agreement (the Orange County, Park Manor Waterworks, Inc. Water and Wastewater Systems Asset Purchase and Sale Agreement) (hereinafter "Agreement"), a copy of which is attached to and incorporated in this Resolution as Exhibit "1"; and

WHEREAS, the County's consultants have prepared a Valuation Report dated July 12, 2000, which has determined a reasonable value for the Utility System to be Three Million Three Hundred Ninety Two Thousand Dollars (\$3,392,000.00); and

WHEREAS, the County's consultants have likewise prepared a Briefing Document dated November 1999, with addenda, which is hereby incorporated into this Resolution by reference; and

WHEREAS, the County has scheduled, duly noticed, and is now conducting a public hearing pursuant to Section 125.3401, Florida Statutes; and

WHEREAS, based upon all information previously provided by the County's staff and consultants, as well as testimony and evidence in County's record in these proceedings, the County is of the reasonable belief that the final rates to the customers of the Utility System and the County's Water and Wastewater System will be more reasonable under County ownership; and

WHEREAS, the County now wishes to purchase the Park Manor Utility System based upon the various reports, testimony, and such other relevant data and analysis presented this day to the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. The Board of County Commissioners has reviewed and considered the acquisition of the Utility System, the Briefing Document, the Valuation Report, the issues and information listed under Section 125.3401, Florida Statutes, and all the evidence and testimony presented to the County, during the Section 125.3401 public hearing held in Chambers in Orlando, Florida. Based on all said information, the County hereby approves and authorizes the execution by the Chairman of the Orange County/Park Manor Waterworks, Inc. Water and Wastewater Systems Asset Purchase and Sale Agreement (plus any

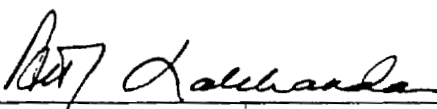
addenda presented during the said public hearing). The Board further authorizes the Chairman or his designees to attend the closing of the purchase and sale and to execute all necessary documents in order to fulfill the terms of the said Agreement (and any Addenda). The Board further authorizes its staff and consultants to complete all other necessary work, including establishment of the necessary organization and transition structure to operate and manage the Utility System prior to the closing.

Section 2. If any provision of this Resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

Section 3. This Resolution shall take effect immediately upon its adoption.

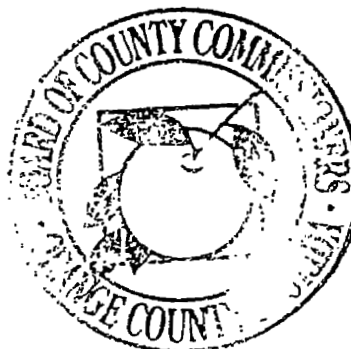
This Resolution is adopted this 9th day of October, 2001.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: 
Richard T. Crotty
County Chairman

ATTEST: Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

By: 
Deputy Clerk



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 09 2001 gg/b

**ORANGE COUNTY/
PARK MANOR WATERWORKS, INC.
WATER & WASTEWATER SYSTEMS
ASSET PURCHASE & SALE AGREEMENT**

THIS AGREEMENT, made and entered into by and between **ORANGE COUNTY**, a political subdivision of the State of Florida and a charter county, (hereafter "COUNTY"), and **PARK MANOR WATERWORKS, INC.**, a Florida corporation, (hereafter "SELLER").

R E C I T A L S

1. SELLER owns and operates a potable water production, treatment, storage, transmission, and distribution system in Orange County, Florida (the water system shall hereinafter be sometimes referred to collectively as "the Water System").
2. SELLER owns and operates a sanitary wastewater collection, treatment and effluent disposal system in Orange County, Florida, commonly known as the Park Manor Wastewater System (this wastewater system being hereinafter sometimes referred to as the "Wastewater System").
3. The Water System and the Wastewater System (hereinafter collectively called the "Utility Systems") operate under Certificates of Authorization (the "Certificates") issued by the Florida Public Service Commission (the "FPSC"), which authorize SELLER to provide water and wastewater service to certain territories in Orange County, Florida.
4. Pursuant to its governmental powers under Chapters 125 and 153, *Florida Statutes*, and other applicable laws, the COUNTY is authorized to preserve and enhance present advantages, encourage the most appropriate use of land, water and resources, consistent with public interest, facilitate adequate and efficient provision of water and sewerage facilities, and conserve, develop, utilize, and protect natural resources within its jurisdiction.
5. The SELLER is willing to sell the Utility Systems to the COUNTY, and the COUNTY is willing to purchase the Utility Systems from the SELLER, a substantial part of the value of which is the Utility System operations and the customer base, service areas, permit rights and other intangibles.
6. The COUNTY has the power and authority to acquire the Utility Systems and to operate the Utility Systems in order to provide potable water and wastewater infrastructure and service within Orange County, and the SELLER has the power and authority to sell the Utility Systems.

7. Pursuant to Section 125.3401, *Florida Statutes*, the COUNTY has examined the SELLER's Water and Wastewater Systems Assets, has examined its existing financial structure, has examined the long-range needs and goals of the COUNTY relative to the provision of water and wastewater service to its present and future citizens, and has determined that the acquisition of the Utility Systems is in the public interest.

8. The parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Agreement.

ACCORDINGLY, in consideration of 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. RECITALS. The above recitals are true and correct, and form a material part of this Agreement.

SECTION 2. PURCHASE AND SALE OF WATER AND WASTEWATER SYSTEMS ASSETS. The SELLER, pursuant to the circumstances noted in the Recitals above, agrees to sell and the COUNTY agrees to buy the Utility Systems, consisting of all real, personal and mixed property used or held for use in connection with the Utility Systems, hereinafter referred to as the "Purchased Assets" or the "Water and Wastewater Systems Assets". The Purchased Assets shall not include any cash derived from the monthly rates of the SELLER received by the SELLER, except as set forth in this Agreement, nor shall it include the Excluded Assets described in Subsection 3.8 below.

SECTION 3. PURCHASED ASSETS. On the Closing Date, as defined below, SELLER shall sell, assign, transfer, convey and deliver to COUNTY, and COUNTY shall purchase, accept and pay for all of the right, title and interest in and to the following property and assets:

3.1 Real Property. All real property and interests in real property (the "Property"), owned by the SELLER, as described in Exhibit 1 hereof, whereupon water production, wells, storage, treatment, transmission, and distribution facilities and wastewater treatment plant, pumping stations, effluent disposal areas and other water and wastewater service facilities are located.

3.2 Easements and Other Rights.

- a. All rights, privileges, easements, licenses, prescriptive rights, rights-of-ways, and rights to use public and private roads, highways, streets, and other areas owned and/or used by the SELLER in connection with the construction, reconstruction, installation, maintenance and operation of the Utility Systems and the Purchased Assets (collectively referred to as the "Easements"). The

Easements are more particularly described in Exhibit 2 hereof, provided that, such easements located or shown in recorded plats and rights to locate lines in dedicated public rights-of-way are not included in this Exhibit but any interest of SELLER in said Easements are nevertheless being conveyed to the COUNTY.

- b. For areas or easements containing utility lines or lift stations critical to the operation of the Utility Systems where title is not marketable, if any, SELLER agrees to provide good and marketable title or render the title good and marketable prior to closing pursuant to Section 6.3 hereof. As examples only but not an exclusive list of easement(s) problems or situations when corrective action of SELLER is or may be required, include: verification of easements and as-builts along rear lots where Utility System meters are constructed, and, any manhole, Utility System line or other facility constructed outside of an easement, and that certain encroachment of a garage over a utility lines (Cremer property) wherein SELLER entered into that certain Non-Disturbance Agreement dated 6-5-95, recorded at Official Records Book 4010, Page 2553, Public Records of Orange County, which COUNTY declares not to be a satisfactory solution to said easement encroachment issue, and the lines must be relocated or rerouted, or Seller may pay over to the County at the closing the sum of Twenty Two thousand Dollars (\$22,000.00), representing one-half of the estimated construction cost of relocating the water and wastewater lines.

3.3 Plant and Other Facilities. The following assets owned by the SELLER and used or held for use in connection with the Utility Systems, as more specifically described in Exhibit 3 hereof, including all water production, wells, treatment plant, storage, treatment, transmission, distribution, pumping, and other water facilities and all wastewater treatment plant, wastewater collection, transmission, pumping, and disposal facilities of every kind and description whatsoever including without limitation, all trade fixtures, leasehold improvements, lift stations, pumps, generators, controls, collection and transmission pipes or facilities, valves, meters, service connections, the remote meter read system making all meters readable as close to front lot line as practicable, and all other water and/or wastewater service connections, and all other water and wastewater physical facilities and property installations in use in connection with the operation of the Utility Systems and owned by the SELLER.

3.4 Equipment. Inventory of all equipment, vehicles, tools, parts, laboratory equipment, office equipment and other personal property owned by the SELLER and located on the Property and/or utilized by the SELLER exclusively in connection with the operation of the Utility Systems, including but not limited to those items more particularly described in Exhibit 4 hereof.

3.5 Customer Records and Supplier Lists; Plans and Specifications. SELLER shall provide to County, at least thirty (30) days prior to closing, all current customer records

showing that information described at Section 14.1(8) of this Agreement and supplier lists, surveys, as-built water and sewer plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, any and all reproducible documents, mylars, sepias, and other original documents used or held for use with the Utility Systems, accounting and customer records and all other information and business records in the possession of the SELLER that relate to the operation of the Utility Systems. SELLER shall not be obligated to provide any documents which do not relate to the operation of the Utility System, including, but not limited to corporate meeting minutes, Board of Director and Shareholder actions or resolutions unrelated to Utility System operation or duties or liabilities or permit issues, records regarding payment of dividends or similar corporate distributions, and management compensation. The SELLER may make copies of its books, plans and records, at its expense, before transferring the original or copies of the books, plans and records to the COUNTY. These documents shall include any such documents related to work-in-progress, if any. A listing of the as-built engineering plans is attached to and incorporated in this Agreement as Exhibit 5.

3.6 Certificates, Permits, and Approvals.

- a. Seller conveys and County purchases the Utility System, subject to all necessary regulatory approvals and to all conditions, limitations or restrictions contained therein, all existing original certificates (other than the Certificates of Authority issued by the Public Service Commission, which will be canceled by operation of law), permits, and other governmental authorizations and approvals of any kind in the possession of SELLER necessary to operate and maintain the Utility Systems in accordance with all governmental requirements, more specifically described in Exhibit 6, attached to and incorporated in this Agreement. Such certificates, permits and approvals represent approved capacities for the water system and wastewater system. Certificated Service Area maps and legal descriptions accurately reflecting those service areas currently certificated by the FPSC related to the Utility Systems are attached to and incorporated in this Agreement as Exhibit 7.
- b. At the closing, the COUNTY agrees to execute necessary forms required by governmental agencies to transfer and to assume SELLER's future obligations under said permits and approvals. These certificates, permits, and approvals shall include any such certificates, permits, and approvals related to work-in-progress, if any.
- c. It shall be a condition of County closing this transaction that the St. Johns River Water Management District (the "District") provide written assurance to the County that the Seller's CUP Permit No. 20-095-0066RM issued July 25, 1997, including the annual and daily groundwater withdrawals set forth in the Permit will be added to County's existing Water CUP/Permit. Seller

agrees it shall not seek a modification of this permit after the execution of this agreement without the express, written permission of the County. The Seller agrees to provide the District written notice of this transaction pursuant to Rule 40C-1.612 and Rule 40C-2.351, Florida Administrative Code.

- d. Prior to closing, SELLER shall take all steps necessary to terminate or end all obligations of the Utility Systems regarding that certain St. Johns River Water Management District grant agreement for reuse currently authorized to Park Manor Waterworks, Inc. so that County has no obligation under said grant agreement, and further, Seller shall obtain written release of said reuse requirement in Domestic Wastewater Facilities Permit No. FL 0028291-01, and any grant or grant requirements, and construction obligations under said grant, and, if necessary, a replacement wastewater permit or similar documentation from DEP acceptable to County evidencing capacities without any reuse requirement.
- e. Prior to closing, SELLER shall verify to COUNTY that meters installed in rear lot line easements can be remote read by a meter reader as close to the front lot line as practicable.

3.7 Customer Deposits. Cash sums which represent the Utility System customers' water and sewer service security deposits held by the SELLER shall be and remain an asset of the SELLER following the closing of this transaction. The COUNTY agrees to continue to provide utility services to the Utility System customers and will thereafter establish, as needed, deposit accounts for customers based on County procedures. SELLER shall submit a final bill to Utility System customers pursuant to Section 10.2 of this Agreement and shall credit customers or refund excess deposits to customers as appropriate and required by the Public Service Commission or by law. COUNTY shall have no role or responsibility in the process of deposit applications to final bills or refunds. COUNTY and SELLER agree to cooperate regarding notice to customers of the COUNTY'S acquisition of the Utility System. Such notice shall include a statement that informs customers of the Utility System that the sale does not relieve customers of any payment obligation said customers may have to SELLER which was incurred prior to the sale.

3.8 Excluded Assets. The following assets of SELLER regarding the Utility Systems shall not be included in the assets conveyed to COUNTY as part of the Purchased Assets:

- a. SELLER's cash and SELLER's bank accounts;
- b. SELLER's accounts receivable due to Seller on the date of the closing of this transaction;
- c. Federal, State or Local Tax or other deposits (including customer deposits) maintained by SELLER with any governmental authority or private vendor

for SELLER's use and benefit;

- d. Lot 2, which SELLER certifies, pursuant to Section 3, is not required for service or access to the Utility System located on Lot 1, Park Manor Estates, Section 1, PB X, Page 79, Public Records of Orange County, Florida.
- e. The name and the corporation, Park Manor Waterworks, Inc.
- f. Rolling stock comprised of four Chevrolet pick-up trucks, years 1988, 1990, 1993 and 1994, and office Blueprint Plotter (Printer) and related hardware and software, and utility trailer.

SECTION 4. PURCHASE PRICE AND PAYMENT. The COUNTY agrees to pay to SELLER on the Closing Date, and the SELLER agrees to accept as the Purchase Price for the Utility Systems a total Purchase Price in the amount of \$ 3,350,000.00 Dollars, subject to adjustments and less required prorations provided herein and any agreed to escrowed amounts. Said Purchase Price shall be paid at Closing in federal or other immediately available funds by COUNTY warrant from Orange County water system reserve revenues.

SECTION 5. TITLE EVIDENCE. SELLER shall cause to be issued, at the expense of the SELLER, a title commitment for an owner's ALTA Form B Marketability Policy in favor of the COUNTY in the amount of the purchase price from a title insurance company licensed in Florida and reasonably acceptable to the COUNTY. The SELLER shall convey a marketable title subject only to the title exceptions set forth below.

5.1 Exceptions to Title. The Commitment shall show the SELLER to be (i) vested with fee simple title to the Property shown on Exhibit 1 and (ii) vested with valid easement interests for the easements described on Exhibit 2, subject to the following (the "Permitted Exceptions"):

- a. Ad valorem real estate taxes and assessments for the year 2001 and subsequent years;
- b. Restrictions set out in the recorded plats of subdivisions covered by the Utility Systems;
- c. Easements for utilities and drainage set out in such recorded plats of subdivisions; provided, however, that none of the restrictions or easements set out in such recorded plats of subdivisions shall prevent, hinder or restrict the present use of the Property;
- d. Restrictions of record (except liens, encumbrances, or mortgages) that do not impair, restrict, or inhibit the present use of or improvement to the property as permitted by applicable zoning and land use regulations presently in effect

and that are not coupled with a forfeiture or reversionary provision; and

- e All local, state and federal laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances, regulations, restrictions, prohibitions and other requirements, none of which will prevent or hinder the present use of the Property and Easements.
- f The Cremer property encroachment referenced in Section 3.26 of this Agreement.

5.2 Status of Title. The COUNTY shall have fourteen (14) days from receipt of the Title Commitment within which to examine same. If the COUNTY finds title, as shown on the Commitment, to be defective (i.e., matters which render title unmarketable in accordance with the title standards adopted by the Florida Bar and are not Permitted Exceptions), the COUNTY shall, within five (5) days thereafter, notify the SELLER in writing specifying the defect(s), provided that if the COUNTY fails to give the SELLER written notice of defect(s) on or before said nineteen (19) day period, the defects shown in the Commitment shall, anything in this Agreement notwithstanding, be deemed to be waived as title objections to closing this transaction, and the SELLER shall be under no obligation whatsoever to take any corrective action with respect to same nor to warrant title to same in its statutory warranty deed of conveyance. If the COUNTY has given the SELLER timely written notice of defect(s) and the defect(s) render the title other than as required by this Agreement, the SELLER shall use its reasonable efforts to cause such defects to be cured by the Closing Date, which may be extended by SELLER for a period of up to one hundred eighty (180) days to cure any such defects. In the event that defects are timely raised and the SELLER, after exercising all reasonable efforts, cannot clear same prior to the Closing Date, then, in that event, the COUNTY shall have the right to purchase the Property and Easements in its then existing condition of title, or to rescind and terminate this Agreement without liability by either party to the other. Notice of such election shall be given by the COUNTY to the SELLER, in writing, as contemplated in this Agreement, within the time herein prescribed.

5.3 Deletion of Standard Exceptions. SELLER will execute at or prior to Closing, in favor of the title insurance company, the standard form mechanic's lien affidavit and "Gap" affidavit to allow the Title company to delete all standard exceptions addressed by such affidavits. Prior to Closing, the surveys shall be updated as reasonably requested by the Title company or COUNTY so that the survey exception may be deleted.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF SELLER. The SELLER represents and warrants to COUNTY that:

6.1 Organization, Standing And Power. The SELLER is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Florida. The SELLER has all requisite power and authority to own and lease its properties being conveyed

hereunder and the Utility Systems, and to conduct its businesses related thereto as it is currently being conducted.

6.2 Authority for Agreement. The SELLER has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. This Agreement has been duly authorized by all action required to be taken by the SELLER, has been duly executed and delivered by the SELLER, and constitutes a valid and binding obligation of the SELLER, enforceable in accordance with its terms.

6.3 Good and Marketable Title. Subject to the Permitted Exceptions, the SELLER has good and marketable title to the Purchased Assets. Notwithstanding anything contained herein to the contrary, should any of the Easements for Utility System facilities located outside of dedicated public rights of way not be held and deliverable by SELLER subject to the permitted exceptions requirements as set forth in Section 5.1 hereof, SELLER shall fulfill its obligations as set forth in this paragraph. SELLER shall furnish marketable title to the easements. For any area that contains lift stations or utility lines that are part of the operation of the Utility Systems and where the title to the foregoing Easements is not marketable, then before Closing, SELLER agrees to take whatever action necessary, at SELLER's expense, to render the title to any such area containing Utility System facilities marketable, including perfecting title in the COUNTY by eminent domain and COUNTY agrees to cooperate and assist SELLER including using COUNTY's power of eminent domain, all at the sole cost of SELLER. The SELLER shall transfer, convey and assign to the COUNTY at closing an enforceable easement interest for each of the Easements or areas containing Utility System facilities so that the present use of the easement parcels may be continued by the COUNTY for the operation of the Utility Systems. Any easements conveyed to the COUNTY shall not be subordinate to any superior interests which could result in the COUNTY losing the right to use the easement parcel for utility purposes. Any such superior interests shall be deemed a title defect under Section 5.2 hereof and shall be cured by SELLER. At Closing, the SELLER shall assign to the COUNTY all of its easement interests in the Property. Following the Closing (should it occur), SELLER further agrees that for a period of three (3) years should any person claiming an interest in properties where easements or any portion of the plant or other facilities that comprise the Utility Systems ("facilities") are located assert a right or bring a legal action that dispossesses the COUNTY from use of the facilities conveyed to COUNTY hereunder in the manner contemplated by this Agreement, then, upon notice thereof from COUNTY, SELLER will commence and thereafter diligently pursue whatever action is appropriate or necessary, in SELLER's reasonable discretion, at SELLER's expense, to obtain for the COUNTY the use and enjoyment of such easements and facilities as provided for in this Agreement. Any such fee simple or easement deficiencies shall be corrected by SELLER to the satisfaction of the COUNTY. In the event that the SELLER fails to timely cure or correct the title deficiencies, the COUNTY may do so and SELLER shall indemnify the COUNTY for all costs reasonably required to cure or correct such title deficiencies.

6.4 No Liens or Encumbrances. Except as otherwise specifically set forth in this Agreement or as may be released prior to the Closing Date, there are no mortgages, liens, claims or

encumbrances of any type or nature upon or against the Purchased Assets including, but not limited to, mortgages, financing statements, or security instruments filed under the Uniform Commercial Code either in the County where the Property is located or with the Secretary of State. SELLER is in exclusive ownership, possession, and control of the Purchased Assets except for non-exclusive easements, and SELLER at Closing shall deliver possession and control of the Purchased Assets to the COUNTY.

6.5 Litigation. There are no actions, suits, or proceedings at law or in equity, pending against the SELLER before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility Systems or any of the Purchased Assets or the SELLER's right and ability to make and perform this Agreement; nor is the SELLER aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. The SELLER is not in default with respect to any permit, approval order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility Systems or any of the Purchased Assets. The SELLER agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to the operation of the Utility Systems.

6.6 Leases. None of the Purchased Assets are subject to any interest of any lessor or lessee.

6.7 No Governmental Violations. The SELLER is not aware and has not been notified of the existence of any violations of any governmental rules, regulations, permitting conditions or other governmental requirements applicable to the ownership, maintenance or operation of the Utility Systems. SELLER shall be responsible for any such violations occurring prior to the closing, even if SELLER or COUNTY only receive notice after the closing.

6.8 No Record Violations. The SELLER is not aware and has not been notified of any restrictions or conditions of record which would adversely affect the use of the Utility Systems on the Property or Easements as described in Exhibits 1 and 2.

6.9 Disclosure. No representation or warranty made by the SELLER in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading. Should the SELLER become aware that any of the representations or warranties of COUNTY provided for herein are, or may reasonably be, materially untrue or incorrect, SELLER will promptly advise the COUNTY of same, in writing, specifying in reasonable detail the reasons why the SELLER believes such representations or warranties of COUNTY are, or may reasonably be, untrue or incorrect.

6.10 Survival of Covenants. SELLER agrees that its representation and warranties set forth herein are true and correct as of the date of the execution hereof and shall be true

and correct at the time of the Closing Date, and shall survive the Closing Date.

6.11 FIRPTA. The SELLER is not a “foreign person” within the meaning of the United States tax laws and to which reference is made in Section 1445 (b) (2) of the *Internal Revenue Code*. On the Closing Date, the SELLER shall deliver to the COUNTY a certificate to such effect.

6.12 All Necessary Governmental Permits and Approvals; Certifications. As of the Closing Date, the SELLER warrants that it shall transfer to the COUNTY all necessary governmental permits and approvals such that the COUNTY can operate the Utility Systems until the expiration of Seller’s permits, at the volume capacities set forth on Exhibit 9 hereof without exception and without permit condition requiring the COUNTY to pay for additional capital costs above those now incurred by the SELLER. This warranty shall be limited by the assumption that the COUNTY and/or its contract operator properly operates the facilities in accordance with the permits; does not modify the facilities in any manner which would adversely affect the permits or undertake improvements not required by permit such as County lift station refurbishing; and is further subject to force majeure and any change in applicable laws, rules and regulations including, but not limited to, existing laws, rules or regulations which require future compliance by owner of Seller’s assets (such as the disinfectants/disinfection by-products rule). At least thirty (30) days before the closing of this transaction, SELLER shall provide a signed and sealed certification by a Florida registered and licensed professional engineer with errors and omissions insurance coverage reasonably satisfactory to the County certifying to the COUNTY as to the truth and veracity of the actual capacities as of the Closing Date of the water supply, water production, water treatment, water storage, wastewater treatment and effluent disposal facilities as set forth in Exhibit 9 hereof. Actual capacities for water and non-reuse wastewater treatment and effluent disposal facilities shall be based upon the capacities of such facilities, as designed, built, currently operated and capable of being operated, as permitted without modification.

6.13 No Violation by Virtue of Election. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government, the Articles of Incorporation or any by-laws of the SELLER, or any indenture, agreement, or other instrument to which the SELLER is a party, or by which it is bound.

6.14 No CERCLA Violations. The real property portion of the Purchased Assets have complied with, and the SELLER has not violated, in connection with the ownership, use, maintenance, or operation of the Property or the Purchased Assets, applicable environmental, federal, state, county, or local laws relating to pollution or protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, or the Toxic Substance Control Act (“Environmental Laws”). SELLER has not authorized the placing or depositing of hazardous substances on the real property portion of the Purchased Assets except, if at all, in accordance with the applicable Environmental Laws, and SELLER has no actual knowledge of any hazardous substance having been, or currently

being, placed or deposited on the premises except in accordance with such Laws.

6.15 Location of Plants. The water and wastewater plants, wells, and lift stations used in the operation of the Utility Systems are located on the Property as identified in Exhibit 1 or in Easements described in Exhibit 2, and the use of such water and wastewater plants, wells and lift stations on the Property does not violate any zoning certifications, special exceptions or variances in a manner which would prohibit or materially interfere with the operation and maintenance of such water and wastewater plants.

6.16 Master Utilities Maps Accuracy. The SELLER hereby represents and warrants to the COUNTY that the potable water mains, wastewater force mains, effluent force mains, and wastewater gravity collection system, as shown on the Park Manor Master Utilities Maps is accurate and correct as to the sizes, lengths, materials and locations of said system facilities as shown on the respective Master Utilities Maps. In the event that any such system facilities are found not to be in accordance with the Master Utilities Maps in any material respect for a period of five (5) years following closing, the SELLER shall be wholly liable for any deficiencies of any nature and the costs of all corrective actions required to be taken by the COUNTY to bring the utility system into compliance with the appropriate Master Utilities Maps. The Master Utilities Maps are listed in Exhibit 10 attached to and incorporated in this Agreement.

6.17 Assignment of Certain Agreements. The SELLER agrees that it shall obtain all necessary assignments, consents, and approvals in order to assign the agreements set forth in Exhibit 11 as referenced in Section 19 hereof. If no such agreements exist, the word "none" shall be listed on Exhibit 11, and by execution of this Agreement, SELLER warrants the veracity of such a representation.

6.18 No Construction. There is no construction work in progress on the Property other than that shown in Exhibit 12, all of which shall be performed by the SELLER at no cost to the COUNTY, and SELLER shall provide at closing releases from any private contractor with lien rights under state law as to SELLER or COUNTY or the assets of the Utility Systems.

6.19 Assurances Required. SELLER has provided all documents and information requested in furtherance of this Agreement to COUNTY in relation to the Utility Systems and Purchased Assets which are available or can be reasonably available to SELLER.

SECTION 7. CONDUCT PENDING CLOSING. The SELLER covenants that pending the closing:

7.1 Business Conduct. Except as otherwise consented to in writing by COUNTY, whose consent shall not be unreasonably withheld, delayed or conditioned, for the period beginning on the date of execution of this Agreement and ending on the Closing Date, SELLER shall:

- (1) operate the Utility Systems in, and only in, the usual, regular and ordinary course and nevertheless comply with all applicable governmental requirements and law;
- (2) maintain all of the Utility Systems' material structures, equipment, permits and other tangible personal property in good repair, order and condition, except for depletion, depreciation, ordinary wear and tear and damage by unavoidable casualty;
- (3) keep in full force and effect insurance comparable in amount and scope of coverage to insurance now carried by it for the Utility Systems;
- (4) perform, in all material respects, all of its obligations under agreement, contracts and instruments relating to or affecting the Utility Systems' properties, assets and operation;
- (5) subject to available administrative remedies pursuant to Chapter 120, *Florida Statutes*, or any administrative judicial procedures or proceedings applicable to particular permits, comply in all material respect with all statutes, laws, ordinances, rules and regulations applicable to it and to the operation of the Utility Systems;
- (6) promptly advise the COUNTY, in writing, of any material change which adversely affects the operation of the Utility Systems;
- (7) not enter into any transaction, including without limitation, the purchase, sale or exchange of property, the value of which exceeds \$1,000.00, which relates to the Utility Systems, except in furtherance of this Agreement with the SELLER, or the rendering of any service to SELLER except in the ordinary course of and pursuant to the reasonable requirements of the business of SELLER; and
- (8) subject to available administrative remedies pursuant to Chapter 120, *Florida Statutes*, or any administrative or judicial procedures or proceedings applicable to particular permits, comply with all Utility Systems permit requirements and obtain all necessary permit extensions or renewals with no additional operational or capital obligations such that said permits are valid as of the Closing Date.
- (9) Absence of Changes. After the date of the execution of this Agreement, the SELLER shall not:
 - (a) undergo any change in its condition of properties, assets,

liabilities, business or operations other than changes in the ordinary course of business which are not, either in any case or in the aggregate, materially adverse to the operation of the Utility Systems;

- (b) acquire or dispose of any of the Utility Systems' assets or properties of material value (in excess of \$1,000.00) except in the furtherance of this Agreement, except in the ordinary course of business and except with the COUNTY's consent, which shall not be unreasonably withheld, delayed or conditioned;
- (c) subject to available administrative remedies pursuant to Chapter 120, *Florida Statutes*, or any administrative or judicial procedures or proceedings applicable to particular permits, intentionally fail to comply with all Utility Systems permit requirements; and
- (d) fail to seek or obtain any necessary permit extensions or renewals so that said permits are valid, extended or seeking extension as of the Closing Date.

7.2 Risk of Loss. The SELLER shall bear the risk of loss, damage or destruction of the Purchased Assets by fire or other casualty prior to and including the Closing Date. If any portion of the Purchased Assets is damaged by fire, act of God or other casualty before the Closing Date,* the COUNTY shall have the option of (1) taking the Purchase Assets as is, without reduction in price, together with the SELLER's assignment to the COUNTY of all rights under its insurance policies and all of the insurance proceeds, if any; or (2) taking the Purchased Assets, as is, with a reduction in price, mutually agreed to by SELLER and COUNTY, based upon a percentage allocation of the Purchase Price derived by comparing the net book value of the Purchased Assets destroyed to the net book value of the Utility Systems and the SELLER shall maintain all rights under its insurance policies and to all of the insurance proceeds; or (3) canceling this Agreement, in which event the Parties hereto shall be released from all further obligations to each other.

7.3 No Transfers or Encumbrances. From and after the date of the execution of this Agreement, SELLER will not, without the prior written consent of the COUNTY, which may be withheld, dispose of, hypothecate, or encumber any of the Purchased Assets, with the exception of any transactions occurring in the ordinary course of SELLER's business.

7.4 Access to Records. The SELLER will at all times cooperate by providing reasonable access, upon prior written notice (not less than forty-eight (48) hours in advance), to their records and facilities applicable to the Utility Systems for inspection to assist in acquainting the COUNTY's operating and administrative personnel in the operation of the Utility Systems; provided, however, that no such inspection shall materially interfere with the operation of the Utility Systems or the day to day activities of the SELLER's personnel.

*and such damage has not been repaired, or provision made for such repair, by the Seller as of the Closing Date.

7.5 Performance of Closing Conditions. The SELLER shall perform all of the conditions to closing which should be performed by the SELLER prior to the Closing Date as provided herein.

7.6 Insurance. Prior to closing, the SELLER shall maintain adequate “all risk” insurance to cover the full replacement cost of any replacement or repairs to the Purchased Assets that may be required by casualty damage.

7.7 Examination and Inspection. The SELLER will permit reasonable examination by the COUNTY’s authorized representatives of all existing contractual obligations, physical systems, assets, real estate, rights-of-way, easements and inventories which are utilized by the SELLER in connection with the Utility Systems. No such examination by the COUNTY’s authorized representatives shall interfere with the SELLER’s operations of the Utility Systems or the day to day operations of the SELLER’s personnel. The SELLER shall make these assets and records available for examination by the COUNTY’s authorized representatives at reasonable times and upon prior written notice from the COUNTY (not less than forty-eight (48) hours in advance). Such facilities will be properly maintained by the SELLER within the custom and usage of the water and wastewater industry in Florida until the Closing Date.

7.8 Post Closing Collection. Notwithstanding anything herein to the contrary, following closing of this transaction, SELLER shall be entitled to bill and collect for any water and wastewater revenues earned by or owed to SELLER on or prior to the date of the closing.

SECTION 8. REPRESENTATIONS AND WARRANTIES OF COUNTY. The COUNTY represents and warrants to the SELLER, as follows:

8.1 Authority for Agreement. The COUNTY has the authority and power to execute and deliver this Agreement and to carry out its obligations hereunder. The COUNTY has held all of the necessary public hearings to authorize the COUNTY’s exercise of its option to purchase the Utility Systems.

8.2 Delivery of Resolution. COUNTY will deliver to SELLER a certified copy of a resolution of the Board approving the COUNTY’s execution and performance of this Agreement promptly after COUNTY’s execution hereof, within ten (10) days after adoption of said Resolution by the County.

8.3 Inspections. All inspections of the Utility Systems by COUNTY or its representatives performed pursuant to this Agreement shall not materially interfere with the operation of the utility systems or the day-to-day activities of the SELLER’s personnel, and subject to Section 768.28, *Florida Statutes*, COUNTY agrees to indemnify and hold SELLER harmless from any third party claims, actions, expenses, or damages, including costs and attorney’s fees at trial and appeal, which the SELLER incurs (for personal injury or property damage) as a direct result of the inspection of the Utility Systems pursuant to this Agreement by the COUNTY, its agents, contractors,

representatives and/or employees.

8.4 Litigation. There are no actions, suits, or proceedings at law or in equity, pending against COUNTY before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the COUNTY's right and ability to make and perform this Agreement; nor is the COUNTY aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding.

SECTION 9. ADDITIONAL CONDUCT PENDING CLOSING. The COUNTY and the SELLER covenant with each other that pending the closing on this transaction, neither shall obstruct, hinder or interfere in the operation of the Utility Systems by the SELLER or with the processing and consideration by governmental agencies of any applications or petitions filed by the SELLER or COUNTY that are related to the Utility Systems. SELLER shall execute all necessary documents to assist in securing necessary governmental approval(s) for the renewal, expanded use, and transfer of said permit, and shall use its best efforts to assist the COUNTY in obtaining all such necessary governmental approvals as may be required to close this transaction and transfer permits and other assets of the Utility System to the COUNTY. Prior to Closing, neither the COUNTY, nor any of COUNTY's representatives, consultants, employees or agents shall file any application or petition with any governmental agency having jurisdiction over the Utility Systems.

SECTION 10. ADJUSTMENTS AND PRORATIONS; CLOSING COSTS. At the time of closing, the parties covenant and agree that the following adjustments shall be made:

10.1 Real and personal property taxes for 2001 on all real and personal property which is being conveyed by the SELLER to the COUNTY shall be prorated as of 11:59 p.m. of the Closing Date and shall be paid by the SELLER. Since the County is exempt from ad valorem taxes on assets such as the Purchased Assets, the County shall not be charged with proration of any ad valorem taxes.

10.2 Within ten (10) days after the Closing Date, the SELLER will render bills in its name to all customers for the last period of service through the Closing Date. All rates, fees, and charges for water and wastewater service through the Closing Date and the Utility System customer deposit held by SELLER shall be the property of the SELLER. The SELLER shall include a written notice to each customer that the Utility Systems are being transferred to the COUNTY. All rates, fees, and charges for water and sewer service after the Closing Date shall be the property of the COUNTY.

10.3 The SELLER shall request all of its suppliers and vendors to submit final invoices for services, materials, and supplies, including electricity for the period up to and including the Closing Date. The SELLER shall be responsible for, and shall provide to the COUNTY, upon request, evidence of the payment of all such invoices.

10.4 SELLER represents that it does not hold any Connection Charges, as

hereinafter defined, heretofore paid to SELLER under any agreements for connections not yet made to the Utility Systems as of the Closing Date. SELLER has entered into no agreements or commitments with developers or customers providing for the extension of services or facilities with regard to the Utility Systems except as set forth in Exhibit 12. COUNTY shall be entitled to receive all Connection Charges paid after Closing under those agreements, if any, set forth in Exhibit 13. The term Connection Charges shall mean connection, plant capacity, main extension, allowance for funds prudently invested (“AFPI”) charges and/or capital charges (“Connection Charges”). The COUNTY will not accept or recognize any obligations to honor the amount of any prepaid or discounted connections for customers’ properties, dwelling units, or commercial or industrial structures not connected to the Utility Systems prior to the Closing Date. Nothing contained in this Agreement shall be construed to require the COUNTY to exercise the police power in the allocation of water and/or wastewater service capacity (hereby deemed to be a governmental function) other than in accordance with the COUNTY’s current or future service allocation or extension rules.

10.5 All adjustments and proration shall be calculated as of 11:59 p.m. of the Closing Date.

10.6 All costs of recording any releases, satisfactions or corrective instruments, if any, shall be paid by SELLER.

10.7 Certified, confirmed or ratified special assessments or municipal liens, if any, prorated as of the date of Closing, will be paid by SELLER.

10.8 Any taxes on gross receipts, or regulatory assessment fees, or gain on sale incurred as of the Date of Closing shall be determined and paid by SELLER.

10.9 If applicable, rents under any lease agreement assumed by COUNTY hereunder shall be prorated as of the date of Closing.

10.10 The bills for electricity and other utility services for the month in which this Closing shall take place shall be prorated between the parties at Closing and County shall make arrangements for the appropriate utilities to bill COUNTY for services rendered subsequent to the Closing.

10.11 All bills for other services, materials and supplies rendered in connection with the operation of the Utility Systems prior to Closing shall be prorated to the date of closing and shall be paid by SELLER, and such costs incurred after closing shall be obligations of the COUNTY.

10.12 All documentary stamps, if required, on the deeds of conveyance of Property included in the Purchases Assets shall be paid by COUNTY.

10.13 The cost of recording the deed(s) of conveyance shall be paid by COUNTY.

SECTION 11. INDEMNITIES. Except as otherwise provided for in this Agreement, the SELLER shall defend, indemnify and hold the COUNTY, its representative agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, refunds, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including damage to property or property rights that may arise from or are related to third party claims arising from or related to acts, errors, or omissions of the SELLER, its agents, employees, servants, licensees, invitees, or contractors or by any person under the control or direction of the SELLER arising out of (1) its ownership, operation, maintenance, or management of the Utility Systems up to and including the Closing Date, (2) any other local, state, or federal enforcement case that may be later filed after the Closing Date related to alleged or actual violations of local, state or federal laws, rules, ordinances, policies, or requirements that occurred prior to or on the Closing Date, or (3) any FPSC rate case proceeding related to the Utility Systems. In addition, SELLER shall defend, indemnify and hold harmless the COUNTY, its representatives, agents, and employees from and against all claims, obligations, administrative orders, suits, actions, proceedings, demands, assessments, judgments, debts, damages, remediation costs, charges and expense, including reasonable attorneys' fees arising out of or resulting from environmental pollution or contamination from hazardous substances that occurred prior to or on the Closing Date located within the property shown on Exhibit 1. Nothing herein shall relieve SELLER of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SELLER's activities or facilities that occurred prior to or on the Closing Date; and SELLER shall promptly reimburse the COUNTY for any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration, and monitoring of the property and all off-site ground and surface waters and lands affected thereby, as may be necessary to bring the property and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing prior to the occurrence(s) which caused the damage.

Except as otherwise provided for in this Agreement and subject to Section 768.28, *Florida Statutes*, the COUNTY shall indemnify and hold the SELLER, its representative agents and employees harmless from and against any and all third party claims, liability, demands, damages, surcharges, refunds, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including damage to property or property rights that may arise from or which are related to the acts, errors, or omissions of the COUNTY, its agents, employees, servants, licensees, invitees, or contractors or by any person under the control or direction of the COUNTY arising out of (1) its operation, maintenance, or management of the Utility Systems subsequent to the Closing Date, (2) any other local, state, or federal enforcement case that may be later filed after the Closing Date related to alleged or actual violations of local, state, or federal laws, rules, ordinances, policies, or requirements that occurred subsequent to the Closing Date, related to the Utility Systems.

SECTION 12. ENVIRONMENTAL MATTERS.

12.1 The COUNTY has the right to perform environmental audits of the Property

including but not limited to a Level I and Level II Environmental Audit, as such terms are generally understood by the environmental consulting industry in the State of Florida. These audits shall be performed at the COUNTY's expense. These environmental audits shall include, but not be limited to, appropriate borings, monitoring wells, soil and groundwater samplings, (and COUNTY shall restore the Property to its condition prior to any installation of monitoring wells or borings if COUNTY does not acquire the Property), "sniffer" tests, as well as an appropriate title search in order to determine that the sites are in full compliance with applicable local, state, and federal environmental and occupational health and safety statutes and regulations. After reviewing the environmental audits, the COUNTY may reasonably determine that the lands to be conveyed hereunder are not in full compliance with applicable local, state, and federal environmental and occupational health and safety statutes and regulations.—COUNTY shall provide written notice to SELLER of receipt of environmental audits, which notice shall identify the alleged non-compliance.

12.2 Following such receipt of the environmental audits, SELLER shall have thirty (30) days to undertake to cure such non-compliance, provided, in no event, shall SELLER be required as a condition of this contract to undertake any such curative actions which SELLER reasonably expects will require expenditure of a sum in excess of \$50,000. If, after the environmental cleanup, the Property does not comply with local, state or federal environmental standards, or if an environmental monitoring plan or other activity shifts a cost greater than \$50,000 to the COUNTY, then this Agreement may be terminated upon notice to SELLER by COUNTY of such unacceptability.

12.3 In the event the anticipated costs to cure exceed \$50,000, SELLER shall have the option of (i) undertaking such cure at its cost and expense and closing the sale with COUNTY, or (ii) terminating the Agreement with no further obligation by either party under this Agreement. In the event that an environmental clean-up is undertaken, then the date of the closing shall be extended until fifteen (15) days after the determination that the contamination has been removed by the agreed environmental or engineering consultant overseeing the clean-up, but not longer than two hundred seventy (270) days, or such period as the parties may agree.

SECTION 13. CLOSING. The place of closing shall be in Orange County at the offices of the Orange County Attorney, 201 South Rosalind Avenue, 3rd Floor, Orlando, Florida, and such closing shall occur on or before January 31, 2002 (the "Closing Date"). Notwithstanding anything to the contrary, the Closing of this transaction shall take place upon the delivery of the Purchase Price to the SELLER in the manner and on the date provided for in this Agreement. The closing of this transaction may be extended beyond the Closing Date in order to allow for the fulfillment of obligations set forth in this Agreement, but in no event beyond thirty (30) days from the Closing Date, unless mutually agreed in writing by the parties, or extended by provision of this Agreement.

SECTION 14. CLOSING DOCUMENTS AND PROCEDURES.

14.1 Deliverables from SELLER. The following documents shall be delivered by the SELLER to the COUNTY no later than ten days prior to closing, but shall be executed on the

Closing Date:

- (1) Warranty deeds to all of the Property owned by the SELLER as described in Exhibit 1 conveying to the COUNTY all of the SELLER's right, title and interest in all such property and warranting that such Property is free and clear of all liens, claims and encumbrances other than Permitted Exceptions, as that term is defined in Subsection 5.1 of this Agreement.
- (2) Instruments of conveyance of all the Easements in appropriate recordable form as described in Exhibit 2 conveying to the COUNTY all of SELLER's right, title and interest in all such property, together with all utility improvements thereto, and warranting that such easement rights and rights to use dedicated rights-of-way are or shall be made pursuant to Subsection 6.3 hereof, free and clear of all liens, security interests, encumbrances, leasehold interests, charges or option, covenants or restrictions other than Permitted Exceptions, as that term is defined herein;
- (3) General assignment to and assumption by the COUNTY of all other interests in the Property, together with a general assignment of all Contracts, Agreements, permits and approvals as provided for and in the manner specified in this Agreement;
- (4) Bills of sale or other documents of assignment and transfer, with full warranties of title as specified in this Agreement, to all Water and Wastewater Systems Assets other than those assets covered by Subsections 14.1(2) and 14.1(3) hereof;
- (5) Copies of all business records sold to the COUNTY hereby (originals thereof to be delivered at Closing);
- (6) Copies of all permits, governmental authorizations and approvals, together with applications for or transfer approvals from any and all agencies that have issued said permits, authorizations, and approvals and the letter required of the SELLER per Section 6.12 of this Agreement (originals thereof to be delivered at Closing);
- (7) Standard no-lien affidavit in a form reasonably required by the Title company as to realty and personalty insuring against any liens, claims or encumbrances upon the Purchased Assets;
- (8) Customer records showing customer name; billing address; site of service address; meter size, type, location, identification number; last twelve (12) months of consumption or use records; meter

read location; remote meter hard wire locations; and other data available to SELLER and maintained as a customer service record;

- (9) A “non-foreign” affidavit or certificate pursuant to Section 1445 of the *Internal Revenue Code*;
- (10) Such other affidavits and acknowledgments as the title company shall reasonably request in order to cause the title company to issue the policy evidencing marketable title as contemplated herein;
- (11) A corporate officer’s certificate confirming that the SELLER’s warranties hereunder are true and correct as of the Closing Date;
- (12) Evidence of insurance and an original executed certification and warranty to the COUNTY as contemplated by subsection 6.13 hereof;
- (13) Such other instruments and documents, in form approved by the COUNTY’s counsel as may be reasonably required in order to transfer ownership and possession of the Purchased Assets to the COUNTY; provided that none of such documents shall result in any additional liability on the part of SELLER not otherwise provided for in this Agreement; and
- (14) All assignments of agreements, permits and governmental approvals to operate the Utility Systems required by law, rule or regulation to assign the agreements, permits or approvals to COUNTY.

14.2 Deliverables from the COUNTY. On the Closing Date, the COUNTY shall pay the Purchase Price by delivering a COUNTY warrant to the SELLER in the amount due SELLER as provided in Section 4 of this Agreement, subject to the prorations and adjustments and the creation of the escrows to be created by SELLER as provided for herein. The COUNTY shall also deliver at the Closing the executed form of an assumption of the agreements, permits or governmental approvals required to operate the Utility System set forth in this Agreement, an assumption of the leases, permits, agreements, approvals and other interests in the Purchased Assets being assigned by the SELLER, as provided by the SELLER pursuant to Subsection 14.1 hereof, and a certified copy of a resolution of the COUNTY approving this transaction, if not previously delivered to SELLER. Said documents shall be executed on the Closing Date. The assignments and assumptions being prepared by the parties may be incorporated into one document (with appropriate exhibits as required) at the convenience and with the concurrence of the parties. COUNTY shall also deliver at Closing: (a) such affidavits and acknowledgments as the Title company shall reasonably request in order to cause said Title company to issue a title insurance policy evidencing a marketable title in COUNTY; (b) the appropriate County Officer’s Certificate confirming that the warranties of COUNTY set forth in this Agreement applicable to the Closing are true and correct as of the Closing; and (c) such other instruments and documents as SELLER’s counsel may reasonably

require, in form approved by COUNTY's counsel, in order to transfer possession and control of the Purchased Assets to COUNTY, provided that none of such documents shall result in any additional liability on the part of COUNTY not otherwise provided for in this Agreement.

SECTION 15. RESPONSIBILITY FOR PROFESSIONAL FEES AND COSTS.

Each party hereto shall be responsible for its own attorney's fees, engineering fees, accounting fees and other costs in connection with the preparation and execution of this Agreement, the closing of the transaction contemplated herein and in connection with all judicial and administrative proceedings related to the acquisition of the Utility Systems.

SECTION 16. PUBLIC SERVICE COMMISSION APPROVAL. Prior to Closing Date, SELLER shall apply for approval by the FPSC for transfer of the Purchased Assets from SELLER to COUNTY. SELLER agrees to pay all fees and costs incurred by SELLER incident to such dealings with the FPSC. It is agreed that COUNTY shall apply every reasonable effort to cooperate with SELLER to obtain approval from the FPSC and will render all reasonable assistance to SELLER necessary to obtain such approval. Copies of the Orders of the FPSC acknowledging sale of the Utility Systems to the COUNTY shall be promptly provided to COUNTY by SELLER, upon SELLER's receipt of said Orders.

SECTION 17. COMMISSIONS. The SELLER and the COUNTY warrant to the other that the transaction contemplated by this Agreement is a direct, private transaction between the SELLER and the COUNTY without the use of a broker or commissioned agent.

SECTION 18. FURTHER ASSURANCES. Each of the parties hereto agrees that, from time to time, upon the reasonable request of the other party and at the expense of the requesting party, without further consideration, it shall execute and deliver to the requesting party any and all further instruments, affidavits, conveyances and transfers as may be reasonably required to carry out the provisions of this Agreement.

SECTION 19. CERTAIN AGREEMENTS.

19.1 Contracts and Agreements. The COUNTY shall take title to the Purchased Assets encumbered only by those developer, service, or wholesale contracts and agreements that are listed on Exhibit 14 attached to and incorporated in this Agreement (hereafter "Contracts and Agreements") which will be assigned to and assumed by the COUNTY. The SELLER has also supplied the COUNTY with a map series attached to and incorporated in this Agreement as Exhibit 14 which depicts all lots for which prepaid capacity, connection or capital charges have been collected. The SELLER represents and warrants that there are no other such lots, within its service area as depicted in Exhibit 7 hereof, for which prepaid capacity, connection or capital charges have been collected by SELLER. Notwithstanding anything to the contrary stated in this Agreement, the COUNTY is not assuming and has no obligation to honor the amount of any prepaid or discounted connections for customers or properties, dwelling units, or commercial or industrial properties or structures not connected to the Utility Systems prior to the Closing Date, but rather reserves the right

to charge and collect its own capital charges as preconditioned to providing service, giving due credit for connection fee amounts previously paid. SELLER warrants that, other than as set forth in Exhibit 14, there are no existing commitments for prepaid, discounted connections for customers, properties or dwelling units, or commercial or industrial properties or structures as of the date of the Closing of this transaction.

19.2 Other Agreements. Except as expressly set forth in this Agreement, the COUNTY is not assuming any other agreements to which SELLER is a party.

SECTION 20. NOTICES; PROPER FORM. Any notices required or allowed to be delivered hereunder shall be in writing and may either be (1) hand delivered, (2) sent by recognized overnight courier (such as Federal Express) or (3) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

SELLER: Park Manor Waterworks, Inc.
1527 Park Manor Drive
Orlando, Florida 32825
Attention: General Manager

With a copy to: John R. Jenkins, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
P.O. Box 1567
Tallahassee, FL 32303-1567

COUNTY: Michael L. Chandler, Director
Orange County Utilities Department
109 E. Church Street, 4th Floor
Orlando, FL 32801-3318

With a copy to: Robert D. Guthrie, Assistant County Attorney
Orange County Attorney's Office
201 South Rosalind Avenue, 3rd Floor
Orlando, FL 32801

Notices personally delivered by hand or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given five (5) days after deposit in the U.S. mail.

SECTION 21. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements

between the parties relating to the subject matter of this Agreement. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

SECTION 22. AMENDMENT. Amendments to and waivers to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

SECTION 23. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 24. BINDING EFFECT. All of the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and nominees of the COUNTY and the SELLER.

SECTION 25. TIME OF THE ESSENCE. Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

SECTION 26. APPLICABLE LAW. This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 27. CORROBORATION OF PAYMENTS AFTER CLOSING. In each instance in which either the SELLER or the COUNTY is to receive money from another party after the Closing Date pursuant to the provisions of this Agreement, the party who is entitled to receive the money under the terms of this Agreement shall have the right to inspect, at its own expense, those books and records of the other party as may be necessary to corroborate the accuracy of the amount of money received by the party, within thirty (30) days of receipt of payment. In the event the party making the inspection discovers an error in payment, the party making the payment shall promptly transfer the difference in payment to the party who is entitled to payment; provided, however, that to the extent that the error in payment is ten percent (10%) or more, then the party making payment shall, in addition to paying the shortfall, reimburse to the party making the inspection the reasonable costs of the inspection.

SECTION 28. 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 29. DEFENSE OF ACTIONS OR CLAIMS.

29.1 Each party who is or may be entitled to indemnity (the “Indemnitee”) under the provisions of this Agreement shall promptly notify the other party who is or may be required to provide indemnity (the “Indemnitor”) under the provisions of this Agreement, as applicable, of any lawsuit or claim against such Indemnitee which it has reasonable cause to believe would entitle it to indemnification under such Section of this Agreement. Failure of such Indemnitee to promptly notify the Indemnitor of any such action or claim shall constitute a defense by Indemnitor against its obligation to indemnify the Indemnitee under this Agreement with regard to such claim or action. If such failure to provide such prompt notification reasonably prejudices the defense or other successful resolution of such action or claim by Indemnitor, then such Indemnitee by failing to provide notice shall pay all costs and attorneys’ fees of Indemnitor incurred from the point in time when notice to other parties from Indemnitee was required and not given to the prejudicial Indemnitor.

29.2 Upon receipt of such prompt notification of such claim or action, the Indemnitor shall be entitled, in its absolute discretion, to select legal counsel; to assume at its expense the defense of any such action or claim, including the prosecution of any applicable cross-claims or counter claims; to direct the manner in which such defense shall be conducted; and to determine the terms of settlement of, any such suit or claim against Indemnitee, provided that no such resolution awarding relief other than money damages against the Indemnitee may be agreed to without the consent of the Indemnitee, which consent shall not be unreasonably withheld, delayed or conditioned by Indemnitee. Indemnitee shall provide its full cooperation and assistance to Indemnitor with regard to the defense of such claim or action against Indemnitee, as afore-described, as reasonably requested by Indemnitor.

29.3 If the defendants in or to any such action or claim include both the Indemnitee and the Indemnitor and the Indemnitee seeks to assert defenses which are different from or in addition to the legal defenses being raised by the Indemnitor, and which, after written notice thereof being given to the indemnitor by the Indemnitee, are not being asserted by the Indemnitor on behalf of the Indemnitee regarding such action or claim, the Indemnitee shall have the right to select separate counsel to assert such additional legal defenses in such action on behalf of such Indemnitee; provided such legal defenses which Indemnitee desires to assert are not reasonably inconsistent with, contrary to or would otherwise prejudice the defenses which the Indemnitor is asserting on behalf of the indemnitee. The Indemnitee shall take no action with regard to such claim or action which is inconsistent with or may reasonably prejudice the defenses, cross-claims or counter claims being asserted by Indemnitor on behalf of Indemnitee.

29.4 If the Indemnitor elects to assume and does assume, the defense of any such suit or claim, it shall not be liable for any legal expenses incurred by the Indemnitee with respect to such matter and if the Indemnitee, after due notice to the Indemnitor of the existence of valid defenses not being employed by the Indemnitor, employs separate counsel in connection with the assertion of such legal defenses not being raised by the Indemnitor on behalf of the Indemnitee and the Indemnitee is, in fact, ultimately successful in the assertion of those legal defenses that the Indemnitor refused to assert after due notification by the Indemnitee, then Indemnitee shall be

eligible for reimbursement of attorneys' fees and costs incurred by Indemnitee in asserting said legal defenses that Indemnitor declined to assert.

29.5 If the Indemnitor, after receipt of such prompt notification of such claim or action, does not assume the defense of any such suit or claim, it shall thereafter be barred from disputing the nature and amount of the damages ultimately incurred or determined to have been incurred by the Indemnitee in settling or litigating the action or claim.

SECTION 30. EMPLOYEES OF PARK MANOR UTILITY SYSTEM. The COUNTY and the SELLER acknowledge and agree that it is the intent of the COUNTY to interview and employ qualifying operational-level employees of SELLER. COUNTY will determine qualifications of employees based upon COUNTY employment standards and job qualifications.

SECTION 31. SURVIVAL OF AGREEMENTS. All representations and warranties of the parties set forth in this Agreement shall survive the Closing.

SECTION 32. MISCELLANEOUS.

32.1 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.

32.2 Except for the provisions of Sections 3.6, 4 and 14.1(1) hereof, in the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

32.3 In the event of any litigation between the parties under this Agreement, each party shall be responsible for their own attorney's fees and court costs at all trial and appellate levels.

32.4 In construing this Agreement, the singular shall be held to include the plural the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.

Draft 10/2/01

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written below their signatures.

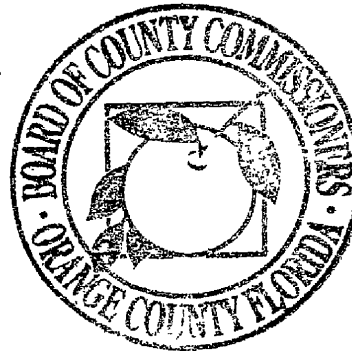
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: David C. Heath
Richard T. Crotty
County Chairman

DATE: 12-13-01

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: [Signature]
Deputy Clerk



Signed, sealed and delivered
in the presence of:

PARK MANOR WATERWORKS, INC.

Attest: [Signature]
Print Name: Ludwig Goetz
Title: V.P.

By: Bernice A. Goetz, Pres.
Print Name: Bernice A. Goetz, Pres.
Title: President

DATE: October 8, 2001

[CORPORATE SEAL]

Draft 10/2/01

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of October, 2001, by Bernice A. Goetz, as President and attested to by Ludwig Goetz as Vice President of PARK MANOR WATERWORKS, INC., who are personally known to me or produced _____ as identification.

Carole M. De Dreu

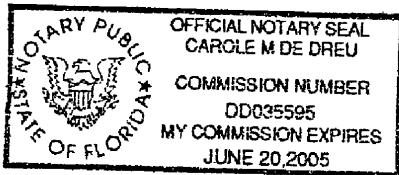
Signature of Notary Public

Carole M. De Dreu

(Print Notary Name)

My Commission Expires: 6/20/05

Commission No.: DD035595



AFFIX NOTARY STAMP

F:\ATTY\Parkmanor\sale\DevA\gmt100201.wpd

EXHIBIT 1
(Real Property)

Water Plant Site #1

Park Manor Estates Section 6
Fifth Addition
Lot 102
Plat Book 2 / Page 109
Parcel ID #20-22-31-6694-01-020

Water Plant Site #2

Park Manor Estates Section 10
Lot 218
Plat Book 4 / Page 60
Parcel ID #29-22-31-6688-02-180

Sewer Plant

Park Manor Estates Section 1
Lot 1 Block B
Plat Book X / Page 79
Parcel ID #21-22-31-6686-02-010

EXHIBIT 2
(Easements)

None

EXHIBIT 3

(Water and Wastewater Assets)

UTILITY NAME: Park Manor Waterworks, Inc.
 SYSTEM NAME / COUNTY: Park Manor/Orange

YEAR OF REPORT
December 31, 2000

WASTEWATER TREATMENT PLANT INFORMATION
 Provide a separate sheet for each wastewater treatment facility

Permitted Capacity	.350 M.G.D.		
Basis of Permit Capacity (1)	Annual Average		
Manufacturer	Sanitaire		
Type (2)	Secondary Filters		
Hydraulic Capacity	.350 M.G.D.		
Average Daily Flow	298,586		
Total Gallons of Wastewater Treated	108,984,000		
Method of Effluent Disposal	Surface Water Discharge		

(1) Basis of permitted capacity as stated on the Florida DEP WWTP Operating Permit
 (i.e. average annual daily flow, etc)

(2) Contact stabilization, advanced treatment, etc.

UTILITY NAME: Park Manor Waterworks, Inc.
 SYSTEM NAME / COUNTY: Park Manor/Orange

YEAR OF REPORT
 December 31, 2000

WATER UTILITY PLANT ACCOUNTS

ACCT. NO. (a)	ACCOUNT NAME (b)	* PREVIOUS YEAR (c)	* ADDITIONS (d)	RETIREMENTS (e)	* CURRENT YEAR (f)
301	Organization	\$ -	\$ -	\$ -	\$ -
302	Franchises	47,778			47,778
303	Land and Land Rights	1,800			1,800
304	Structure and Improvements	83,967	1,254		85,221
305	Collecting and Impounding Reservoirs				
306	Lake, River and Other Intakes				
307	Wells and Springs	25,650			25,650
308	Infiltration Galleries and Tunnels				
309	Supply Mains				
310	Power Generation Equipment	98,142			98,142
311	Pumping Equipment	31,603	1,548		33,151
320	Water Treatment Equipment	139,925	5,283		145,208
330	Distribution Reservoirs and Standpipes	86,653	1,276		87,929
331	Transmission and Distribution Mains	94,134			94,134
333	Services	15,483			15,483
334	Meters and Meter Installations	77,261	685		77,946
335	Hydrants				
339	Other Plant / Miscellaneous Equipment				
340	Office Furniture and Equipment	17,170	1,486		18,656
341	Transportation Equipment	17,828			17,828
342	Stores Equipment				
343	Tools, Shop and Garage Equipment	7,065			7,065
344	Laboratory Equipment				
345	Power Operated Equipment				
346	Communication Equipment				
347	Miscellaneous Equipment	1,632			1,632
348	Other Tangible Plant				
TOTAL WATER PLANT		\$ * 746,091	\$ * 11,532		\$ * 757,623

NOTE: Any adjustments made to reclassify property from one account to another must be footnoted.
 *Asset value for regulatory purposes only and for the year shown.

UTILITY NAME: Park Manor Waterworks, Inc.
 SYSTEM NAME / COUNTY: Park Manor/Orange

YEAR OF REPORT
 December 31, 2000

WASTEWATER UTILITY PLANT ACCOUNTS

ACCT. NO. (a)	ACCOUNT NAME (b)	* PREVIOUS YEAR (c)	* ADDITIONS (d)	RETIREMENTS (e)	* CURRENT YEAR (f)
351	Organization	\$ -	\$ -	\$ -	\$ -
352	Franchises	46,937			46,937
353	Land and Land Rights	1,200			1,200
354	Structure and Improvements	658,844			658,844
355	Power Generation Equipment	0			
360	Collection Sewers - Force				
361	Collection Sewers - Gravity	379,412	15,561		394,973
362	Special Collecting Structures				
363	Services to Customers				
364	Flow Measuring Devices				
365	Flow Measuring Installations				
366	Reuse Services				
367	Reuse Meters and Meter Installations				
370	Receiving Wells	40,892	1		40,893
371	Pumping Equipment	88,337			88,337
374	Reuse Distribution Reservoirs				
375	Reuse Transmission and Distribution System				
380	Treatment & Disposal Equipment	956,590	2,053		958,643
381	Plant Sewers	147,369			147,369
382	Outfall Sewer Lines				
389	Other Plant / Miscellaneous Equipment	2,067			2,067
390	Office Furniture & Equipment	17,645	1,486		19,131
391	Transportation Equipment	17,827	1		17,828
392	Stores Equipment				
393	Tools, Shop and Garage Equipment	9,638			9,638
394	Laboratory Equipment	35,639			35,639
395	Power Operated Equipment				
396	Communication Equipment				
397	Miscellaneous Equipment	5,787			5,787
398	Other Tangible Plant				
Total Wastewater Plant		\$ * 2,408,184	\$ * 19,102	\$ -	\$ * 2,427,286

OTE: Any adjustments made to reclassify property from one account to another must be footnoted.

*Asset value for regulatory purposes only and for the year shown.

UTILITY NAME: Park Manor Waterworks, Inc.
SYSTEM NAME / COUNTY: Park Manor/Orange

YEAR OF REPORT
December 31, 2000

WATER TREATMENT PLANT INFORMATION
Provide a separate sheet for each water treatment facility

Permitted Capacity of Plant (GPD):	<u>.970mgd</u>		
Location of measurement of capacity (i.e. Wellhead, Storage Tank):	<u>Wellhead</u>		
Type of treatment (reverse osmosis, sedimentation, chemical, aerated, etc):	<u>Aeration and chlorination</u>		
LIME TREATMENT			
Unit rating (i.e., GPM, pounds per gallon):	<u>N/A</u>	Manufacturer	<u>N/A</u>
FILTRATION			
Type and size of area:	<u>N/A</u>		
Pressure (in square feet):	<u></u>	Manufacturer	<u></u>
Gravity (in GPM/square feet):	<u></u>	Manufacturer	<u></u>

Maximum daily ground water withdrawals must not exceed:

- 0.87 million gallons in 1997;
- 0.92 million gallons in 1998;
- 0.97 million gallons in 1999;
- 1.02 million gallons in 2000;
- 1.02 million gallons in 2001;
- 1.12 million gallons in 2002;
- 1.12 million gallons in 2003;
- 1.22 million gallons from 2004 through 2006.

UTILITY NAME: Park Manor Waterworks, Inc.
 SYSTEM NAME / COUNTY: Park Manor/Orange

YEAR OF REPORT
December 31, 2000

CALCULATION OF THE WATER SYSTEMS EQUIVALENT RESIDENTIAL UNITS

METER SIZE (a)	TYPE OF METER (b)	EQUIVALENT FACTOR (c)	NUMBER OF METERS (d)	TOTAL NUMBER OF METER EQUIVALENTS (c x d) (e)
All Residential		1.0	1,435	1,435
5/8"	Displacement	1.0		
3/4"	Displacement	1.5		
1"	Displacement	2.5	1	3
1 1/2"	Displacement or Turbine	5.0		
2"	Displacement, Compound or Turbine	8.0		
3"	Displacement	15.0		
3"	Compound	16.0		
3"	Turbine	17.5		
4"	Displacement or Compound	25.0		
4"	Turbine	30.0		
6"	Displacement or Compound	50.0		
6"	Turbine	62.5		
8"	Compound	80.0		
8"	Turbine	90.0		
10"	Compound	115.0		
10"	Turbine	145.0		
12"	Turbine	215.0		
Total Water System Meter Equivalents				1,438

CALCULATION OF THE WATER SYSTEM EQUIVALENT RESIDENTIAL CONNECTIONS

Provide a calculation used to determine the value of one water equivalent residential connection (ERC).

Use one of the following methods:

- (a) If actual flow data are available from the preceding 12 months, divide the total annual single family residence (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.
- (b) If no historical flow data are available, use:
 $ERC = (\text{Total SFR gallons sold (Omit 000)} / 365 \text{ days} / 350 \text{ gallons per day})$

ERC Calculation:	
ERC =	166,612 gallons, divided by
	350 gallons per day
	<u>365 days</u>
	1,304 ERC's

SYSTEM NAME / COUNTY: Waterworks, Inc. Park Manor/Orange

YEAR OF REPORT
December 31, 2000

PUMPING AND PURCHASED WATER STATISTICS

MONTH (a)	WATER PURCHASED FOR RESALE (Omit 000's) (b)	FINISHED WATER PUMPED FROM WELLS (Omit 000's) (c)	WATER USED FOR LINE FLUSHING, FIGHTING FIRES, ETC. (d)	TOTAL WATER PUMPED AND PURCHASED (Omit 000's) [(b)+(c)-(d)] (e)	WATER SOLD TO CUSTOMERS (Omit 000's) (f)
January		11,847		11,847	12,676
February		11,674		11,674	12,282
March		14,850		14,850	14,280
April		15,295		15,295	12,739
May		19,648		19,648	17,157
June		14,886		14,886	16,805
July		14,178		14,178	18,856
August		13,749		13,749	13,146
September		12,622		12,622	11,559
October		14,242		14,242	13,027
November		14,002		14,002	13,603
December		12,360		12,360	10,482
Total for year	N/A	169,353	N/A	169,353	168,612

If water is purchased for resale, indicate the following:
 Vendor N/A
 Point of delivery N/A

If Water is sold to other water utilities for redistribution, list names of such utilities below:
N/A

List for each source of supply:	CAPACITY OF WELL	GALLONS PER DAY FROM SOURCE	TYPE OF SOURCE
1959 - Steelcase	.500MGD	.500MGD	Well
1972 - Steelcase	1.2 MGD	1.2 MGD	Well

EXHIBIT 4

(Equipment, tools, parts, laboratory equipment,
and other personal property)

Equipment Report (Simple List)

Unknown Facility

3/5/01

Equipment No	Description	Serial No	In Service	Equipment Type	Department	Location	Sub-location 1	Sub-location 2
	AIR CONDITIONER IN LAB		Yes	A/C		WWTP		
AC LAB			Yes	A/C		OFFICE		
AC OFFICE			Yes	ACRAT		WATER PLANT #1	CHLORINE SHED	
AERATOR #1	AERATOR WATER PLANT #1		Yes	ACRAT		WATER PLANT #2	CHLORINE SHED	
AERATOR #2	AERATOR WATER PLANT #2		Yes	AIR COMP		WATER PLANT #1	BLOWER ROOM	
AIR COMPRESSOR #1	AIR COMPRESSOR #1		Yes	AIR COMP		WWTP	BLOWER ROOM	
AIR COMPRESSOR #2	AIR COMPRESSOR #2		Yes	AIR COMP		WATER PLANT #1	CHLORINE SHED	
AIR COMPRESSOR WW#1	AIR COMPRESSOR AT WATER PLANT #1		Yes	AIR COMP		WATER PLANT #2	CHLORINE SHED	
AIR COMPRESSOR WW#2	AIR COMPRESSOR AT WATER PLANT #2		Yes	AIR COMP		WWTP		
AIR SYSTEM	AIR SYSTEM		Yes	BLENDER		WWTP	LAB	
BLENDER	BLENDER	1186428	Yes	BLENDER		WWTP	BLOWER ROOM	
BLOWER #1	HOFFMAN BLOWER #1	1186029	Yes	BLOWER		WWTP	BLOWER ROOM	
BLOWER #2	HOFFMAN BLOWER #2		Yes	CENTRIF		WWTP	LAB	
CENTRIFUGE	CENTRIFUGE		Yes	RECORD		WATER PLANT #1	CHLORINE SHED	
CHART RECORDER WP #1	CHART RECORDER AT WATER PLANT #1	212	Yes	RECORD		WATER PLANT #2	CHLORINE SHED	
CHART RECORDER WP #2	CHART RECORDER AT WATER PLANT #2	213	Yes	PUMP		WWTP	CHLORINE SHED	
CHLORINE BOOSTER PUMP #1	CHLORINE BOOSTER PUMP #1		Yes	PUMP		WATER PLANT #1	CHLORINE CONTACT TANK	
CHLORINE BOOSTER PUMP #2	CHLORINE BOOSTER PUMP #2		Yes	PUMP		WATER PLANT #2	CHLORINE SHED	
CHLORINE BOOSTER PUMP WW#1	CHLORINE BOOSTER PUMP		Yes	PUMP		WATER PLANT #2	CHLORINE SHED	
CHLORINE BOOSTER PUMP WW#2	CHLORINE BOOSTER PUMP		Yes	TANK		WWTP	CHLORINE CONTACT TANK	
CHLORINE CONTACT TANK	CHLORINE CONTACT TANK		Yes	CHEMICAL		WATER PLANT #1	CHLORINE SHED	
CHLORINE FEED SYSTEM WP #1	CHLORINE SYSTEM		Yes	CHEMICAL		WATER PLANT #2	CHLORINE SHED	
CHLORINE FEED SYSTEM WP #2	CHLORINE SYSTEM		Yes	CHEMICAL		WWTP	CHLORINE ROOM	
CHLORINE FEED SYSTEM WWTP	CHLORINE SYSTEM		Yes	DETECTOR		WATER PLANT #1	CHLORINE SHED	
CHLORINE GAS DETECTOR WW#1	CHLORINE GAS DETECTOR WATER PLANT #1	2136	Yes	DETECTOR		WATER PLANT #2	CHLORINE SHED	
CHLORINE GAS DETECTOR WW#2	CHLORINE GAS DETECTOR WATER PLANT #2	817800-R	Yes	MONITOR		WATER PLANT #1	CHLORINE SHED	
CHLORINE MONITOR WW#1	CHLORINE MONITOR WATER PLANT #1	295	Yes	MONITOR		WATER PLANT #1	CHLORINE SHED	
CHLORINE MONITOR WW#2	CHLORINE MONITOR WATER PLANT #2	213	Yes	MONITOR		WATER PLANT #2	CHLORINE SHED	
CLEAR WELL PUMP #1	SAND FILTER CLEAR WELL PUMP #1	8530-101	Yes	PUMP		WWTP	SAND FILTER	
CLEAR WELL PUMP #2	SAND FILTER CLEAR WELL PUMP #2	8530-100	Yes	PUMP		WWTP	SAND FILTER	
COLLECTOR DRIVE DIGESTER	SLUDGE COLLECTOR DRIVE ON DIGESTER		Yes	GEAR DRV		WWTP	DIGESTER	CLARIFIER
COLLECTOR DRIVE PACKAGE PLANT	COLLECTOR DRIVE ON PACKAGE PLANT		Yes	GEAR DRV		WWTP	PACKAGE PLANT	
CUT OFF SAW	CONCRETE CUT OFF SAW		Yes	METER		WWTP	PACKAGE PLANT	
D O METER	DISSOLVED OXYGEN METER		Yes	GEAR DRV		WWTP	LAB	
DENVER WORKM GEAR	DENVER GEAR DRIVE		Yes	DESCAT		WWTP	DIGESTER	CLARIFIER
DESICATOR CABINET	DESICATOR STAINLESS STEEL CABINET		Yes	TANK		WWTP	PACKAGE PLANT	
DIGESTER	DIGESTER		Yes	GEAR DRV		WWTP	STORAGE SHED	
DOUBLE REDUCTION GEAR DRIVE	GEAR DRIVE FOR DENVER WORKM GEAR		Yes	METER		WWTP		
EDGER	EDGER		Yes	METER		WWTP	PUMP SHED	
EFFLUENT FLOW METER	EFFLUENT FLOW METER		Yes	PANEL		WWTP		
EQUALIZATION CONTROL PANEL	FLOW EQUALIZATION PUMP PANEL		Yes	METER		WWTP	CHLORINE ROOM	
EQUALIZATION FLOW METER	EQUALIZATION PUMP FLOW METER		Yes	FAN		WATER PLANT #2	CHLORINE SHED	
EXHAUST FAN CHLORINE ROOM	EXHAUST FAN CHLORINE ROOM		Yes	FAN		WWTP		
EXHAUST FAN LOWER WP #2	SULFUR DIOXIDE ROOM EXHAUST FAN		Yes	FAN		WATER PLANT #2	CHLORINE SHED	
EXHAUST FAN 602 ROOM WWTP	WATER PLANT #2		Yes	FAN		WATER PLANT #1	SAND FILTER	
EXHAUST FAN UPPER WP #2	WATER PLANT #1		Yes	PANEL		WWTP		
EXHAUST FAN WP #1	FILTER CONTROL PANEL		Yes	PUMP		WWTP		
FILTER CONTROL PANEL	FLOW EQUALIZATION PUMP #1		Yes	PUMP		WWTP		
FLOW EQUALIZATION PUMP #1	FLOW EQUALIZATION PUMP #2		Yes	TANK		WWTP		
FLOW EQUALIZATION PUMP #2	FLOW EQUALIZATION TANK #1		Yes	TANK		WWTP		
FLOW EQUALIZATION TANK #1	FLOW EQUALIZATION TANK #2		Yes	PUMP		WWTP		
FLOW EQUALIZATION TANK #2	GENERATOR FUEL TRANSFER PUMP		Yes	FURNACE		WWTP	LAB	
FUEL TRANSFER PUMP WWTP	LAB FURNACE		Yes	GENERATOR				
FURNACE	EMERGENCY GENERATOR TRAILER MOUNTED		Yes	GENERATOR		WATER PLANT #1	CHLORINE SHED	
GENERATOR TRAILER MOUNTED	EMERGENCY GENERATOR		Yes	GENERATOR		WATER PLANT #2	CHLORINE SHED	
GENERATOR WP #1	EMERGENCY GENERATOR		Yes	GENERATOR		WWTP		
GENERATOR WP #2	EMERGENCY GENERATOR		Yes	GENERATOR		WWTP	SLUDGE HOLDING TANK #2	
GENERATOR WWTP	EMERGENCY GENERATOR		Yes	PUMP		WWTP		
GORHAM RUFF SLUDGE PUMP	SLUDGE PUMP #2 SLUDGE TANK		Yes	MOWER		WWTP	LAB	
GRAVELLY MOWER	GRAVELLY RIDING LAWN MOWER		Yes	HOT PLAT		WWTP	LAB	
HOT PLATE WITH STRIRER	HOT PLAT WITH STRIRER		Yes	INCUBAT		WWTP		
INCUBATOR	INCUBATOR		Yes	METER		WWTP		
INFLUENT FLOW METER	INFLUENT FLOW METER		Yes	LIFT STA				
LIFT STATION #1	LIFT STATION		Yes	PANEL		WWTP		
LIFT STATION CONTROL PANEL	LIFT STATION CONTROL PANEL		Yes	LIFT STA		WWTP		
LIFT STATION WINDOW	LIFT STATION		Yes	LIFT STA		WWTP	BLOWER ROOM	
LIFT STATION WWTP	LIFT STATION		Yes	PANEL		WWTP	LAB	
LIGHTING CONTROL PANEL	LIGHTING CONTROL PANEL		Yes	BALANCE		WWTP	LAB	
METTLER BALANCE	METTLER BALANCE		Yes	MICRO		WWTP		
MICROSCOPE	MICROSCOPE							

Equipment Report (Simple List)

Unknown Facility

3/5/01

Equipment No	Description	Serial No	In Service	Equipment Type	Department	Location	Sub Location 1
MOTOR CONTROL CENTER	MAIN CONTROL PANEL		Yes	PANEL		WWTP	BLOWER ROOM
MUD HOG	DIAPHRAM PUMP		Yes	PUMP		WWTP	-
OVEN	LAB OVEN		Yes	OVEN		WWTP	LAB
PACKAGE PLANT	WWTP PACKAGE PLANT		Yes	TANK		WWTP	-
PACKAGE PLANT CONTROL PANEL	PACKAGE PLANT CONTROL PANEL		Yes	PANEL		WWTP	PACKAGE PLANT
pH METER	pH METER		Yes	METER		WWTP	LAB
PLANT EQUIPMENT	WWTP PUMPS AND BLOWERS		Yes	PUMP		WWTP	-
PLUG VALVE SLUDGE LOADING	PLUG VALVE FOR LOADING SLUDGE TRUCKS		Yes	VALVE		WWTP	-
PLUG VALVES FLOW EQUALIZATION	PLUG VALVES		Yes	VALVE		WWTP	FLOW EQUALIZATION PUMP
PLUG VALVES RETURN SLUDGE PUMP	PLUG VALVES		Yes	VALVE		WWTP	RETURN SLUDGE PUMPS
PLUG VALVES SLUDGE LINE	PLUG VALVES		Yes	VALVE		WWTP	WASTE SLUDGE LINE
PLUG VALVES SLUDGE TANK #1	PLUG VALVE		Yes	VALVE		WWTP	SLUDGE HOLDING TANK #1
PRESSURE CLEANER	PRESSURE CLEANER		Yes	MAINT		WWTP	STORAGE SHED
PUMP #1 LIFT STATION ARNING	PUMP #1 LIFT STATION ARNING		Yes	PUMP		-	-
PUMP #1 LIFT STATION WINDOWVER	PUMP #1 LIFT STATION WINDOWVER		Yes	PUMP		-	-
PUMP #1 LIFT STATION WWTP	PUMP #1 WWTP LIFT STATION		Yes	PUMP		WWTP	-
PUMP #2 LIFT STATION ARNING	PUMP #2 LIFT STATION ARNING		Yes	PUMP		-	-
PUMP #2 LIFT STATION WINDOWVER	PUMP #2 LIFT STATION WINDOWVER		Yes	PUMP		-	-
PUMP #2 LIFT STATION WWTP	PUMP #2 WWTP LIFT STATION		Yes	PUMP		WWTP	-
PUMP #3 LIFT STATION WWTP	PUMP #3 WWTP LIFT STATION		Yes	PUMP		WWTP	-
REFRIGERATOR #2	REFRIGERATOR		Yes	REFRIG		WWTP	BREAK ROOM
REFRIGERATOR #1	REFRIGERATOR		Yes	REFRIG		WWTP	LAB
RETURN SLUDGE CONTROL PANEL	RETURN SLUDGE PUMP CONTROL PANEL		Yes	PANEL		WWTP	PUMP SHED
RETURN SLUDGE METER	DIGESTER RETURN SLUDGE METER		Yes	METER		WWTP	DIGESTER
RETURN SLUDGE PUMP #1	RETURN SLUDGE PUMP #1		Yes	PUMP		WWTP	-
RETURN SLUDGE PUMP #2	RETURN SLUDGE PUMP #2		Yes	PUMP		WWTP	-
SAND FILTER	SAND FILTER		Yes	FILTER		WWTP	-
SLUDGE TANK #1	SLUDGE TANK #1		Yes	TANK		WWTP	-
SLUDGE TANK #2	SLUDGE TANK #2		Yes	TANK		WWTP	-
SODIUM ALUMINATE CONTROL PANEL	SODIUM ALUMINATE CONTROL PANEL		Yes	PANEL		WWTP	SODIUM ALUMINATE BUILDING
SODIUM ALUMINATE PUMP	SODIUM ALUMINATE CHEMICAL PUMP		Yes	PUMP		WWTP	SODIUM ALUMINATE BUILDING
SPECTROPHOTOMETER	SPECTRONIC 20		Yes	SPECT		WWTP	LAB
SULFUR DIOXIDE FEED SYSTEM	SULFUR DIOXIDE SYSTEM		Yes	CHEMICAL		WWTP	SULFUR DIOXIDE SHED
TORO LAWN MOWER #1	LAWN MOWER		Yes	MOWER		WWTP	-
TRUCK #1	TRUCK #1		Yes	TRUCK		WWTP	-
TRUCK #3	TRUCK #3		Yes	TRUCK		WWTP	-
TRUCK #4	TRUCK #4		Yes	TRUCK		WWTP	-
TRUCK #5	TRUCK #5		Yes	TRUCK		WWTP	-
UPPER EXHAUST FAN WP #2	UPPER EXHAUST FAN WP #2		Yes	FAN		WATER PLANT #2	CHLORINE SHED
VACUUM PUMP	VACUUM PUMP		Yes	PUMP		WWTP	LAB
WASTE SLUDGE FLOW METER	WASTE SLUDGE FLOW METER		Yes	METER		WWTP	-
WASTEWATER SAMPLER #1	INFLUENT WASTEWATER SAMPLER		Yes	SAMPLER		WWTP	LAB
WASTEWATER SAMPLER #2	EFFLUENT WASTEWATER SAMPLER		Yes	SAMPLER		WWTP	LAB
WATER SEPERATORS	WATER SEPERATORS ON AIR LINES		Yes	VALVE		WWTP	-
WELL WP #1	WELL WATER PLANT #1		Yes	PUMP		WATER PLANT #1	-
WELL WP #2	WELL WATER PLANT #2		Yes	PUMP		WATER PLANT #2	-
WP #1 HIGH SERVICE PUMP #1	#1 HIGH SERVICE PUMP WP #1		Yes	PUMP		WATER PLANT #1	-
WP #1 HIGH SERVICE PUMP #2	#2 HIGH SERVICE PUMP WP #1		Yes	PUMP		WATER PLANT #1	-
WP #1 HIGH SERVICE PUMP #3	#3 HIGH SERVICE PUMP WP #1		Yes	PUMP		WATER PLANT #1	-
WP #1 STANDBY WELL DRIVE	DRIVE ENGINE FOR WELL		Yes	ENGINE		WATER PLANT #1	-
WP #2 HIGH SERVICE PUMP #1	#1 HIGH SERVICE PUMP WP #2		Yes	PUMP		WATER PLANT #2	-
WP #2 HIGH SERVICE PUMP #2	#2 HIGH SERVICE PUMP WP #2		Yes	PUMP		WATER PLANT #2	-
WP #2 HIGH SERVICE PUMP #3	#3 HIGH SERVICE PUMP WP #2		Yes	PUMP		WATER PLANT #2	-

EXHIBIT 5

(As Built Engineering Drawings)

Master Utility Map Series Per Exhibit 10

EXHIBIT 6

(Permits, Governmental Authorizations to Operate)

1. Florida Department of Environmental Protection
Storage Tank Permit
Facility ID #48/9401354
Placard No. 133821
2. Florida Department of Environmental Protection
Storage Tank Permit
Facility ID #48/9401355
Placard No. 132296
3. St. Johns River Water Management District
Consumptive Use Permit
Permit No. 20-095-0066 RM (Permit No. 127)
Issued: July 25, 1997
4. Florida Department of Environmental Protection
Wastewater Treatment Facility
Permit No. FL0028291-01
5. Florida Department of Environmental Protection
Domestic Wastewater Facility Permit
Permit No. FL0028291-01
Issued: January 27, 1998
6. Orange County Environmental Protection Division
Domestic Wastewater Facility Permit
Permit No. D098-02
Issued: March 18, 1998

EXHIBIT 7

(Certified Service Area Maps / FPSC Issued)

Exhibit 7

To be provided at or before closing

EXHIBIT 8

Reserved

EXHIBIT 9
(Certificate from P.E. Verifying Capacities of System)

<u>Component</u>	<u>Capacity</u>
Water Supply (annual average)	489,000 gpd
Water Production (annual average)	489,000 gpd
Water Treatment	
Water Storage	150,000 gallons
Wastewater Treatment	350,000 gpd
Effluent Disposal Facilities	350,000 gpd

ENGINEER'S CERTIFICATE

I, James C. Boyd, P.E. am a Professional Engineer registered and licensed in the State of Florida and President of Boyd Environmental Engineering, Inc. This is to certify that the capacities set forth in Exhibit 9 to the Orange County/Park Manor Waterworks, Inc. Water & Wastewater Systems Asset Purchase & Sale Agreement are true and correct based upon the capacities of such facilities, as designed, built, currently operated and capable of being operated, as permitted without modification.

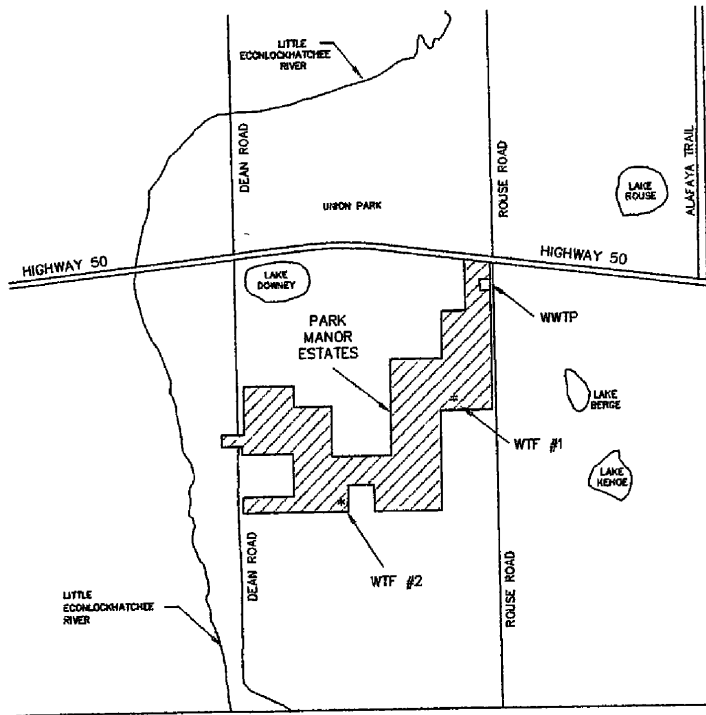
James C. Boyd, P.E., President
Boyd Environmental Engineering, Inc.

Date

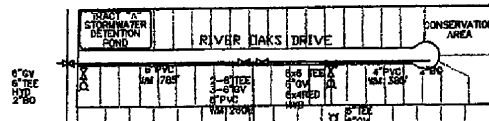
EXHIBIT 10

(Master Utility Plan)

Master Utility Map Series

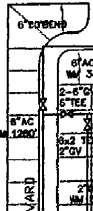


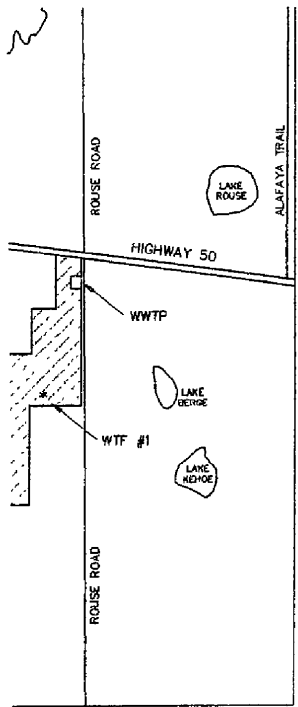
LOCATION MAP
SCALE: 1"=2000'



WATER TREATMENT FACILITY CONTENTS

- 0.6 MGD WATER TREATMENT PLANT (#1)
- 1.7 MGD WATER TREATMENT PLANT (#2)
- 930 - DOUBLE SERVICES
- 373 - SINGLE SERVICES
- 2" GALV. PIPING:
 - 3 - 90° BENDS
 - 11 - GATE VALVES
 - 1 - CLEAN-OUT
 - 2 - 45° BENDS
 - 1 - 2x1 TEE
 - 6521 LF PIPING
- 2" AC PIPING:
 - 1 - BO (BLOW-OFF VALVE)
- 2" PVC PIPING:
 - 8 - BO (BLOW-OFF VALVES)
 - 3 - GATE VALVES
 - 1 - TAP
 - 1 - STUB-OUT
 - 2 - 90° BENDS
 - 1 - 45° BEND
 - 1829 LF PIPING
- 3" PVC PIPING:
 - 2 - GATE VALVES
 - 2 - PLUGS
 - 680 LF PIPING
- 4" PVC PIPING:
 - 10 - GATE VALVES
 - 9 - 45° BENDS
 - 3 - PLUGS
 - 2 - TEES
 - 6149 LF PIPING
- 4" AC PIPING:
 - 4 - GATE VALVES
 - 1 - PLUG
 - 2 - 4x2 TEES
 - 2 - TEES
 - 1 - 45° BEND
 - 2419 LF PIPING
- 6" PVC PIPING:
 - 57 - GATE VALVES
 - 33 - TEES
 - 13 - 45° BENDS
 - 1 - CROSS
 - 5 - 90° BENDS
 - 4 - 22 1/2° BENDS
 - 5 - 6x4 TEES
 - 1 - PLUG
 - 1 - 6x4 REDUCER
 - 22128 LF PIPING
- 10" AC PIPING:
 - 1 - 10x8 REDUCER
 - 1 - 45° BEND
 - 4 - 10x6 TEES
 - 1 - 10x2 TEE
 - 1 - TEE
 - 1 - 10x8 REDUCER
 - 2 - 10x8 CROSSES
 - 3 - GATE VALVES
 - 3 - 90° BENDS
 - 2967 LF PIPING
- 10" CI PIPING:
 - 1 - GATE VALVE
 - 4 - 45° BENDS
 - 1 - TEE
 - 1 - 10x8 REDUCER
 - 1 - 10x6 REDUCER
 - 1 - 10x8 TEE
 - 580 LF PIPING
- 10" PVC PIPING:
 - 2 - 90° BENDS
 - 2 - 22 1/2° BENDS
 - 1 - GATE VALVE
 - 1050 LF PIPING
- 46 - FIRE HYDRANTS
- 6" AC PIPING:
 - 3 - PLUGS
 - 7 - 90° BENDS
 - 25 - TEES
 - 1 - CROSS
 - 1 - 6x4 WYE
 - 2 - WYE
 - 1 - 6x4 REDUCER
 - 12 - 6x2 TEES
 - 8 - 45° BENDS
 - 7 - 6x4 TEES
 - 32 - GATE VALVES
 - 20971 LF PIPING
- 8" PVC PIPING:
 - 11 - GATE VALVES
 - 14 - 8x6 TEES
 - 1 - 8x3 TEE
 - 2 - 90° BENDS
 - 2 - 8x2 TEES
 - 2 - TEES
 - 1 - 8x8 CROSS
 - 4 - 8x6 REDUCERS
 - 1 - 8x3 REDUCER
 - 1 - 8x2 REDUCER
 - 6418 LF PIPING
- 8" AC PIPING:
 - 1 - GATE VALVE
 - 1 - 8x6 TEE
 - 322 LF PIPING

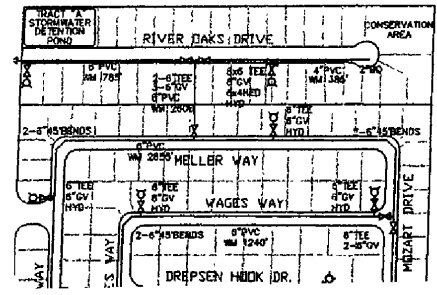




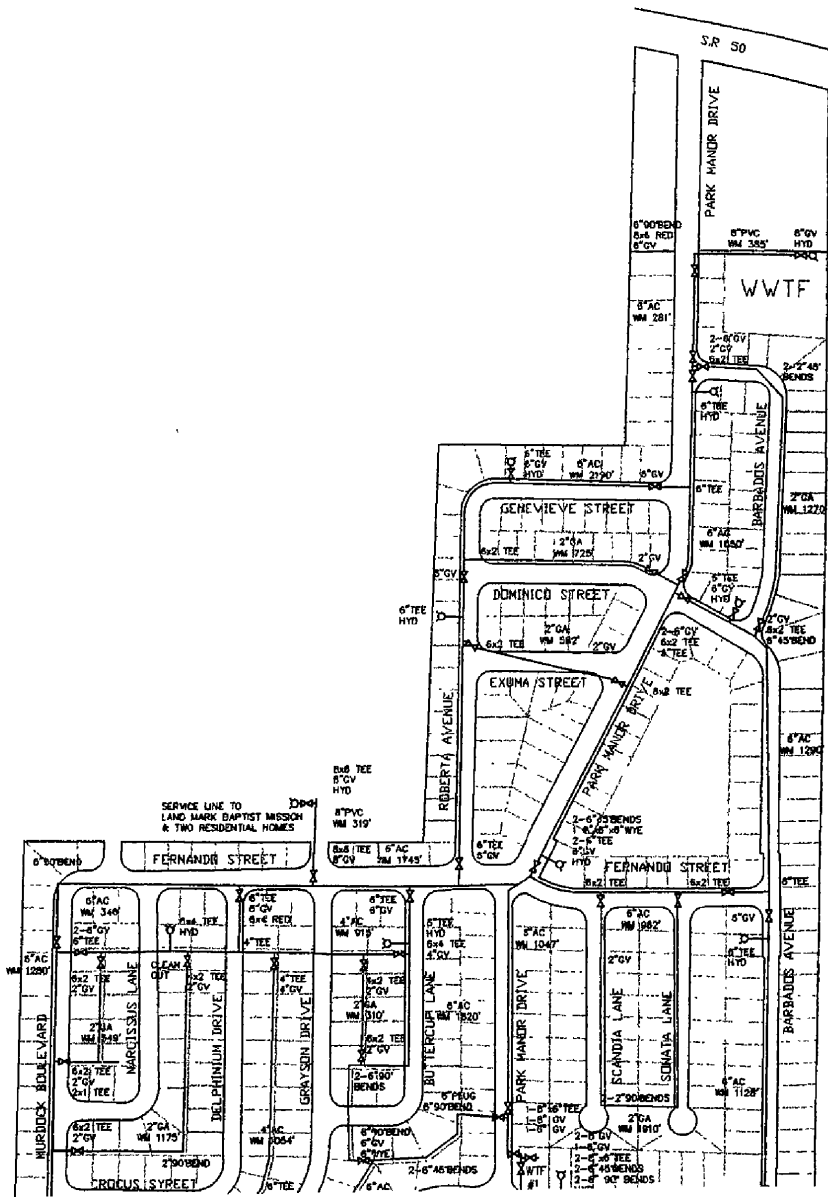
WATER TREATMENT FACILITY CONTENTS

- 0.6 MGD WATER TREATMENT PLANT (#1)
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- 930 - DOUBLE SERVICES
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- 2" GALV PIPING:
 - 3 - 90° BENDS
 - 11 - GATE VALVES
 - 1 - CLEAN-OUT
 - 2 - 45° BENDS
 - 1 - 2x1 TEE
- 6521 LF PIPING
- 2" AC PIPING:
 - 1 - BO (BLOW-OFF VALVE)
- 2" PVC PIPING:
 - 8 - BO (BLOW-OFF VALVES)
 - 3 - GATE VALVES
 - 1 - TAP
 - 1 - STUB-OUT
 - 2 - 90° BENDS
 - 1 - 45° BEND
- 1829 LF PIPING
- 3" PVC PIPING:
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- 4" PVC PIPING:
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 - 2 - TEES
- 6149 LF PIPING
- 4" AC PIPING:
 - 4 - GATE VALVES
 - 1 - PLUG
 - 2 - 4x2 TEES
 - 2 - TEES
 - 1 - 45° BEND
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 - 13 - 45° BENDS
 - 1 - CROSS
 - 5 - 90° BENDS
 - 4 - 22 1/2° BENDS
 - 5 - 6x4 TEES
 - 1 - PLUG
 - 1 - 6x4 REDUCER
- 22128 LF PIPING
- 10" AC PIPING:
 - 1 - 10x6 REDUCER
 - 1 - 45° BEND
 - 4 - 10x6 TEES
 - 1 - 10x2 TEE
 - 1 - TEE
 - 1 - 10x8 REDUCER
 - 2 - 10x8 CROSSES
 - 3 - GATE VALVES
 - 3 - 90° BENDS
- 2967 LF PIPING
- 10" CI PIPING:
 - 1 - GATE VALVE
 - 4 - 45° BENDS
 - 1 - TEE
 - 1 - 10x8 REDUCER
 - 1 - 10x6 REDUCER
 - 1 - 10x8 TEE
- 580 LF PIPING
- 10" PVC PIPING:
 - 2 - 90° BENDS
 - 2 - 22 1/2° BENDS
 - 1 - GATE VALVE
- 1050 LF PIPING
- 46 - FIRE HYDRANTS
- 6" AC PIPING:
 - 3 - PLUGS
 - 7 - 90° BENDS
 - 25 - TEES
 - 1 - CROSS
 - 1 - 6x4 WYE
 - 2 - WYE
 - 1 - 6x4 REDUCER
 - 12 - 6x2 TEES
 - 8 - 45° BENDS
 - 7 - 6x4 TEES
- 32 - GATE VALVES
- 20971 LF PIPING
- 8" PVC PIPING:
 - 11 - GATE VALVES
 - 14 - 8x6 TEES
 - 1 - 8x3 TEE
 - 2 - 90° BENDS
 - 2 - 8x2 TEES
 - 2 - TEES
 - 1 - 8x6 CROSS
 - 4 - 8x6 REDUCERS
 - 1 - 8x3 REDUCER
 - 1 - 8x2 REDUCER
- 8418 LF PIPING
- 8" AC PIPING:
 - 1 - GATE VALVE
 - 1 - 8x6 TEE
- 322 LF PIPING

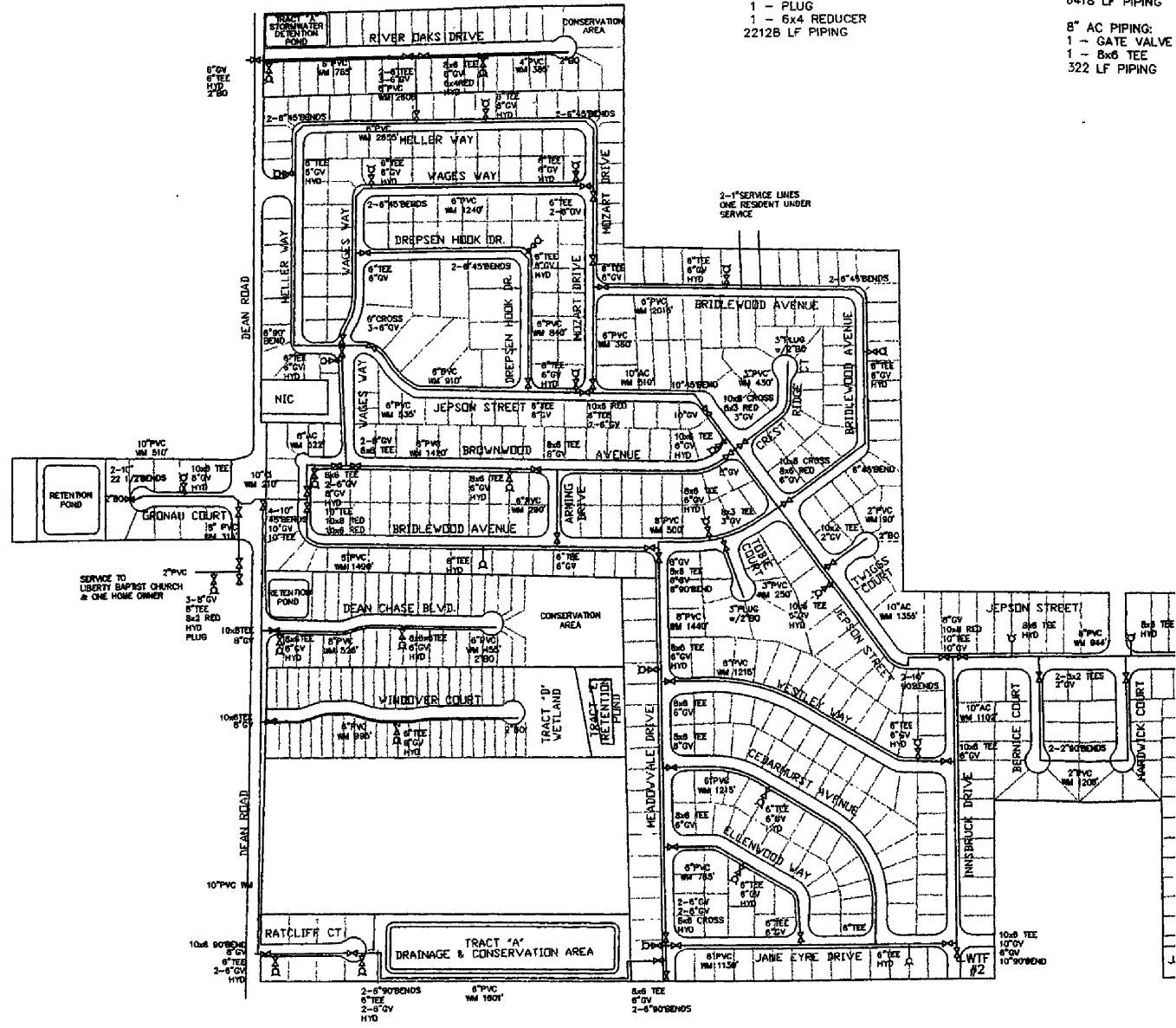
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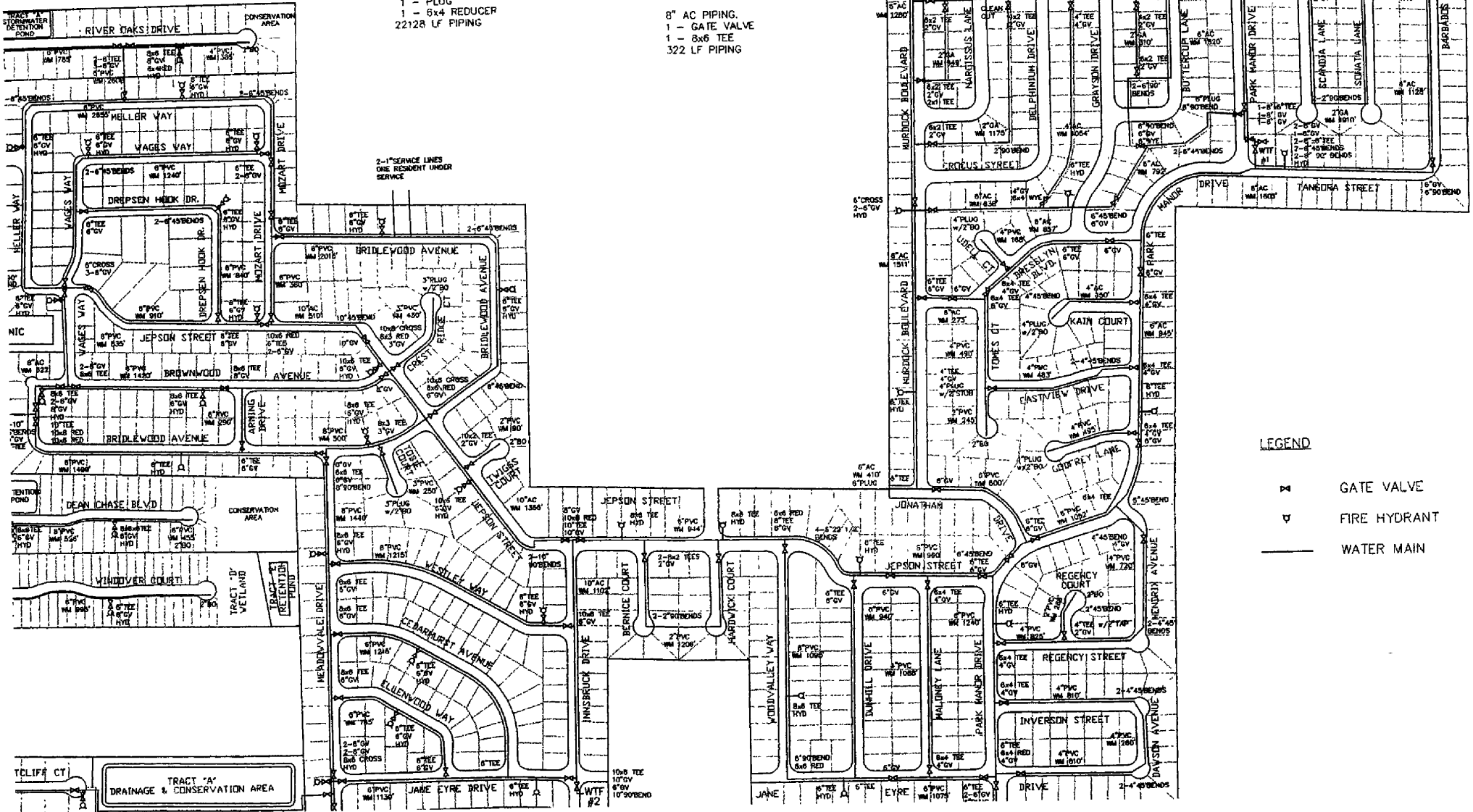
2-1" SERVICE LINES
ONE RESIDENT UNDER
SERVICE



- 1 - CROSS
 - 5 - 90° BENDS
 - 4 - 22 1/2° BENDS
 - 5 - 6x4 TEES
 - 1 - PLUG
 - 1 - 6x4 REDUCER
 - 22128 LF PIPING
- 4 - 8x6 REDUC
 - 1 - 8x3 REDUCI
 - 1 - 8x2 REDUCI
 - 6418 LF PIPING
- 8" AC PIPING:
 - 1 - GATE VALVE
 - 1 - 8x6 TEE
 - 322 LF PIPING



- 2 - 90° BENDS
 - 2 - 8x2 TEES
 - 2 - TEES
 - 1 - 8x6 CROSS
 - 4 - 8x6 REDUCERS
 - 1 - 8x3 REDUCER
 - 1 - 8x2 REDUCER
 - 6418 LF PIPING
-
- 8" AC PIPING.
 - 1 - GATE VALVE
 - 1 - 8x6 TEE
 - 322 LF PIPING



- LEGEND**
- GATE VALVE
 - FIRE HYDRANT
 - WATER MAIN

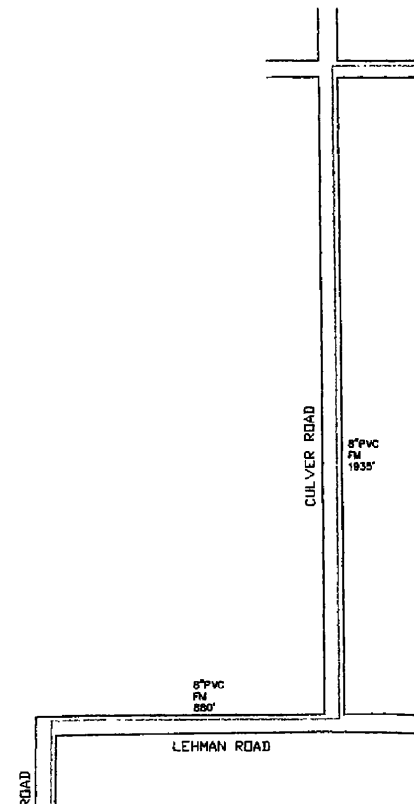
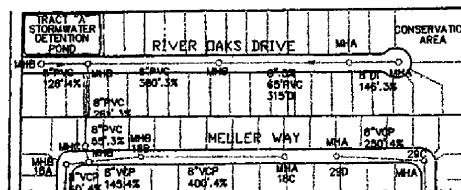
WASTEWATER TREATMENT FACILITY CONTENTS

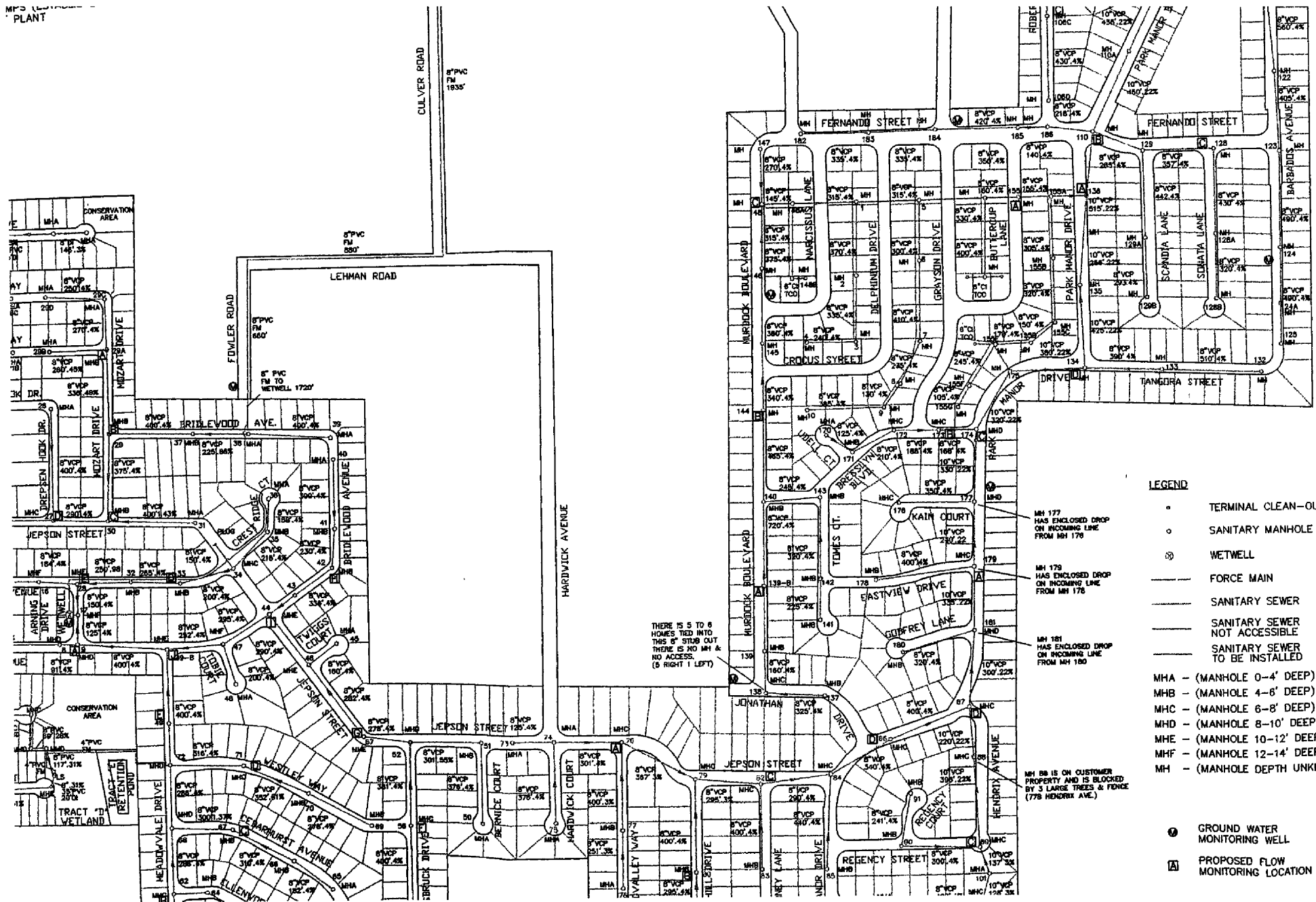
SEWER:

- 2 - 8" PLUGS
- 1 - 6" GATE VALVE
- 1 - 8" 45° BEND
- 4 - TCO (TERMINAL CLEAN-OUT)
- 7334 LF 10" VCP
(ALL GRAVITY TO WWTF)
- 50813 LF 8" VCP
(29630 GRAVITY TO WWTF, 21183 TO WETWELL)
- 620 LF 6" PVC
(ALL GRAVITY TO WETWELL)
- 770 LF 6" CI
(400 GRAVITY TO WWTF, 370 GRAVITY TO WETWELL)
- 32 - MHA
- 52 - MHB
- 26 - MHC
- 10 - MHD
- 5 - MHE
- 4 - MHF
- 67 - MH

FORCE MAIN:

- 6 - 8" 45° BENDS
- 11 - 8" 90° BENDS
- 7257 LF 8" PVC FORCE MAIN (ESTABLISHED 1973)
(SDR21, TYPE 1, GRADE 1, CLASS 200)
- 225 LF 8" CI FORCE MAIN (ESTABLISHED 1973)
- 6' DIA. WETWELL w/ (2) 10HP PUMPS (ESTABLISHED 1973)
- 0.35MGD WASTEWATER TREATMENT PLANT





THERE IS 5 TO 6 HOMES TIED INTO THIS 8" STUB OUT THERE IS NO MH & NO ACCESS. (S RIGHT I LEFT)

MH 88 IS ON CUSTOMER PROPERTY AND IS BLOCKED BY 3 LARGE TREES & FENCE (778 HENDRIX AVE.)

- LEGEND**
- TERMINAL CLEAN-OUT
 - SANITARY MANHOLE
 - ⊙ WETWELL
 - FORCE MAIN
 - SANITARY SEWER
 - SANITARY SEWER NOT ACCESSIBLE
 - SANITARY SEWER TO BE INSTALLED
- MHA - (MANHOLE 0-4' DEEP)
 MHB - (MANHOLE 4-8' DEEP)
 MHC - (MANHOLE 6-8' DEEP)
 MHD - (MANHOLE 8-10' DEEP)
 MHE - (MANHOLE 10-12' DEEP)
 MHF - (MANHOLE 12-14' DEEP)
 MH - (MANHOLE DEPTH UNKNOWN)
- ⊙ GROUND WATER MONITORING WELL
 □ PROPOSED FLOW MONITORING LOCATION

EXHIBIT 11
(Agreements Being Assigned)

1. Cremer - Non-Disturbance Agreement
2. Water and Wastewater Service Availability Agreement by and between Park Manor Waterworks, Inc. and Edmund O. Hampden dated 1995.

(Assignments, Consents and Approvals for Assignment of Such Agreements)

None

EXHIBIT 12
(Construction Work in Progress and Extensions of Service)

None

EXHIBIT 13

(Capital Charge Credits per Agreement)

Water and Wastewater Service Availability Agreement by and between
Edmund P. Hampden dated 1995.

(Assignments, Consents and Approvals for Assignment of Such Agreements)

None

EXHIBIT 14

(Map Series - depicting all lots w/prepaid capacity connections or capital charges)

None

**ACKNOWLEDGMENT AND AGREEMENT
TO EXTEND CLOSING DATE
ORANGE COUNTY/PARK MANOR WATERWORKS, INC.**

THIS ACKNOWLEDGMENT AND AGREEMENT, by and between ORANGE COUNTY, FLORIDA, a political subdivision and charter county of the State of Florida (hereinafter called "Orange County"), and Park Manor Waterworks, Inc., a Florida corporation (hereinafter called "Park Manor"), is based on the following premises and constitutes an extension of that certain agreement entered into by and between the parties, Orange County and Park Manor, entitled "Orange County/Park Manor Waterworks, Inc. Water & Wastewater Systems Asset Purchase & Sale Agreement", dated October 9, 2001.

WHEREAS, the parties entered into the aforementioned agreement which provided for a closing on or before January 31, 2002; and

WHEREAS, the contract included several contingencies which need to be fulfilled prior to closing; and

WHEREAS, pursuant to Section 12 of the agreement, the County undertook a phase 1 and phase 2 environmental audit, and certain environmental contaminants were detected on the site based on a certain site assessment undertaken by Universal Engineering and forwarded to Park Manor as part of the notice provision of Section 12.1 of the agreement, and Park Manor is responsibly moving toward abatement of these hazards, and a reasonable time of completion of any abatement activities appears to be May of 2002; and

WHEREAS, in order that the foregoing contingencies may be fulfilled, the parties agree to the extension of the closing of this transaction until on or before May 31, 2002.

NOW, THEREFORE, be it agreed by and between Orange County and Park Manor as follows:

1. **Premises Correct.** Each and all of the foregoing premises are true and correct representations of the facts requiring the extension of the closing date, and said premises are incorporated into this agreement.
2. **Closing Date.** The closing date specified in that certain agreement entitled "Orange County/Park Manor Waterworks, Inc. Water and Wastewater Systems Asset Purchase & Sale Agreement" is hereby extended to provide for a closing on or before May 31, 2002. In the event the contingencies outlined in premises are fulfilled at a time earlier than expected, then either party may put the other party on notice, with a minimum of twenty-one days prior written notice, to specify a new closing date in accordance with the agreement.

DONE AND AGREED this 30th day of January, 2002.

ORANGE COUNTY, FLORIDA

By: Michael L. Chandler
Michael L. Chandler
Director, Orange County Utilities

Witnesses:

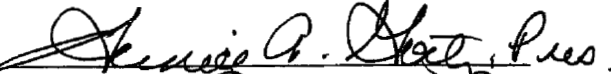
[Signature]
Robert D. Guthrie
(Print Name)

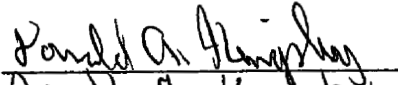
[Signature]
JACK MARTIN
(Print Name)

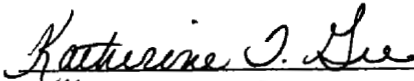
PARK MANOR'S SIGNATURE ON FOLLOWING PAGE.

PARK MANOR WATERWORKS, INC.

Witnesses:

By:  Pres.
Print Name: Bernice A. Goetz
Title: President


Donald A. Kingsley
(Print Name)


Katherine T. Gee
(Print Name)

S:\RGuthrie\AGRCNT\Park Manor Extension.wpd

DRAFT 5/30/02

**SECOND
ACKNOWLEDGMENT AND AGREEMENT
TO EXTEND CLOSING DATE
ORANGE COUNTY/PARK MANOR WATERWORKS, INC.**

THIS ACKNOWLEDGMENT AND AGREEMENT, by and between ORANGE COUNTY, FLORIDA, a political subdivision and charter county of the State of Florida (hereinafter called "Orange County"), and Park Manor Waterworks, Inc., a Florida corporation (hereinafter called "Park Manor"), is based on the following premises and constitutes an extension of that certain agreement entered into by and between the parties, Orange County and Park Manor, entitled "Orange County/Park Manor Waterworks, Inc. Water & Wastewater Systems Asset Purchase & Sale Agreement", dated October 9, 2001, (hereinafter "Purchase and Sale Agreement").

WHEREAS, the parties entered into the Purchase and Sale Agreement which provided for a closing on or before January 31, 2002; and

WHEREAS, the parties entered into the Acknowledgment and Agreement to Extend Closing Date Orange County/Park Manor Waterworks, Inc., which provided for an extension from January 31, 2002, to a closing on or before May 31, 2002; and

WHEREAS, the Purchase and Sale Agreement included several contingencies which need to be fulfilled prior to closing and the parties wish to extend the closing of this transaction until on or before July 31, 2002 to address these contingencies.

WHEREAS, except as specifically amended by Paragraphs 2 and 3 of this Second Extension, all other terms and conditions of the Purchase and Sale Agreement remain in effect.

NOW, THEREFORE, be it agreed by and between Orange County and Park Manor as follows:

1. **Premises Correct.** Each and all of the foregoing premises are true and correct representations of the facts requiring the extension of the closing date, and said premises are incorporated into this agreement.
2. **Hydro-pneumatic tank.** Park Manor agrees to replace the hydro-pneumatic tank at its water plant # 1. Park Manor shall purchase and install said tank using the guidelines agreed to by Orange County and attached hereto as Exhibit "A". On or before July 10, 2002, and prior to the purchase and installation of the hydro-pneumatic tank, the parties will agree on the exact specifications for said tank. At and contingent upon closing, Orange County agrees to pay Park Manor fifty percent (50%) of the actual cost of the purchase and installation of the hydro-pneumatic tank, which 50% cost shall not exceed \$17,500.



DRAFT 5/30/02

- 3. **Closing Date.** The closing date specified in the Purchase and Sale Agreement is hereby extended to provide for a closing on or before July 31, 2002. In the event the contingencies outlined in premises are fulfilled at a time earlier than expected, then either party may put the other party on notice, with a minimum of twenty-one days prior written notice, to specify a new closing date in accordance with the Purchase and Sale Agreement.

DONE AND AGREED this 31st day of May, 2002.

ORANGE COUNTY, FLORIDA

By: Michael L. Chandler

Michael L. Chandler
Director, Orange County Utilities

Witnesses:

Robert D. G... ..

Robert D. G... ..
(Print Name)

Mary Jane Nalls

Mary Jane Nalls
(Print Name)

PARK MANOR WATERWORKS, INC.

By: _____

Bernice Goetz
President, Park Manor Waterworks, Inc.

Witnesses:

(Print Name)

(Print Name)

ES

DRAFT 5/30/02

- 3. **Closing Date.** The closing date specified in the Purchase and Sale Agreement is hereby extended to provide for a closing on or before July 31, 2002. In the event the contingencies outlined in premises are fulfilled at a time earlier than expected, then either party may put the other party on notice, with a minimum of twenty-one days prior written notice, to specify a new closing date in accordance with the Purchase and Sale Agreement.

DONE AND AGREED this _____ day of May, 2002.

ORANGE COUNTY, FLORIDA

By: _____
Michael L. Chandler
Director, Orange County Utilities

Witnesses:

(Print Name)

(Print Name)

Witnesses:

Kenneth Hanson Jr
Kenneth Hanson Jr
(Print Name)

Ruth Wagner
RUTH WAGNER
(Print Name)

PARK MANOR WATERWORKS, INC.

By: *Bernice Goetz, President*
Bernice Goetz
President, Park Manor Waterworks, Inc.

DRAFT 5/30/02

Exhibit "A"

The replacment tank shall have a capacity of 10,000 gallons, be a new ASME code, 100 psi working pressure tank with NSF approved tmemcc interior coating. The tank size (28' x 8' shell) is the same as the existing tank, which would be removed and the new tank put in its place.



**THIRD
ACKNOWLEDGMENT AND AGREEMENT
TO EXTEND CLOSING DATE
ORANGE COUNTY/PARK MANOR WATERWORKS, INC.**

THIS ACKNOWLEDGMENT AND AGREEMENT, by and between ORANGE COUNTY, FLORIDA, a political subdivision and charter county of the State of Florida (hereinafter called "Orange County"), and Park Manor Waterworks, Inc., a Florida corporation (hereinafter called "Park Manor"), is based on the following premises and constitutes an extension of that certain agreement entered into by and between the parties, Orange County and Park Manor, entitled "Orange County/Park Manor Waterworks, Inc. Water & Wastewater Systems Asset Purchase & Sale Agreement", dated October 9, 2001, (hereinafter "Purchase and Sale Agreement").

WHEREAS, the parties entered into the aforementioned agreement which provided for a closing on or before January 31, 2002; and

WHEREAS, the parties entered into the Acknowledgment and Agreement to Extend Closing Date Orange County/Park Manor Waterworks, Inc., which provided for an extension from January 31, 2002, to a closing on or before May 31, 2002; and

WHEREAS, the parties entered into the Second Acknowledgment and Agreement to Extend Closing Date Orange County/Park Manor Waterworks, Inc., which provided for an extension from May 31, 2002, to a closing on or before July 31, 2002; and

WHEREAS, the contract included several contingencies which need to be fulfilled prior to closing; and

WHEREAS, in order that the foregoing contingencies may be fulfilled, the parties agree to the extension of the closing of this transaction until on or before October 31, 2002, with all other terms and conditions of the Purchase and Sale Agreement remaining in effect..

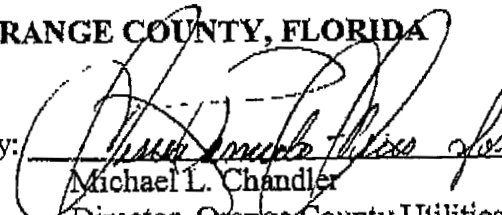
NOW, THEREFORE, be it agreed by and between Orange County and Park Manor as follows:

1. **Premises Correct.** Each and all of the foregoing premises are true and correct representations of the facts requiring the extension of the closing date, and said premises are incorporated into this agreement.
2. **Closing Date.** The closing date specified in that certain agreement entitled "Orange County/Park Manor Waterworks, Inc. Water and Wastewater Systems Asset Purchase & Sale Agreement" is hereby extended to provide for a closing on or before October 31, 2002. In the event the contingencies outlined in premises are fulfilled


at a time earlier than expected, then either party may put the other party on notice, with a minimum of twenty-one days prior written notice, to specify a new closing date in accordance with the agreement.

DONE AND AGREED this 31st day of July, 2002.


ORANGE COUNTY, FLORIDA

By: 
Michael L. Chandler
Director, Orange County Utilities

Witnesses:



Mary Jane Walls
(Print Name)



Robert D Guthrie
(Print Name)

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07/31/2002 14:13

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BERNICE GOETZ

PAGE 02
NO. 647

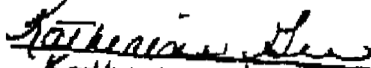
JUL-30-2002 TUE 09:41 AM ORANGE COUNTY ATTORNEYS

FAX NO. 4078365888


P. 04

PARK MANOR WATERWORKS, INC.

Witnesses:


Katherine Goe
(Print Name)


JOSEPH E. ZUBER
(Print Name)

By: 
Print Name: BERNICE A. GOETZ
Title: PRESIDENT

**FOURTH
ACKNOWLEDGMENT AND AGREEMENT
TO EXTEND CLOSING DATE
ORANGE COUNTY/PARK MANOR WATERWORKS, INC.**

THIS ACKNOWLEDGMENT AND AGREEMENT, by and between Orange County, Florida, a political subdivision and charter county of the State of Florida (hereinafter called "Orange County"), and Park Manor Waterworks, Inc., a Florida corporation (hereinafter called "Park Manor"), is based on the following premises and constitutes an extension of that certain agreement entered into by and between the parties, Orange County and Park Manor, entitled "Orange County/Park Manor Waterworks, Inc. Water & Wastewater Systems Asset Purchase & Sale Agreement", dated October 9, 2001, (hereinafter "Purchase and Sale Agreement").

WHEREAS, the parties entered into the aforementioned agreement which provided for a closing on or before January 31, 2002; and,

WHEREAS, on three prior occasions the parties entered into an Acknowledgment and Agreement to Extend Closing Date Orange County/Park Manor Waterworks, Inc., which provided for an extension of the closing date; and,

WHEREAS, in order that certain contingencies set forth in the Purchase and Sale Agreement may be fulfilled, the parties agree to the extension of the closing of this transaction until on or before January 31, 2003, with all other terms and conditions of the Purchase and Sale Agreement remaining in effect.

NOW, THEREFORE, be it agreed by and between Orange County and Park Manor as follows:

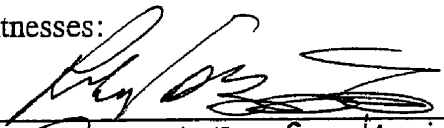
1. **Premises Correct.** Each and all of the foregoing premises are true and correct representations of the facts requiring the extension of the closing date, and said premises are incorporated into this agreement.
2. **Closing Date.** The closing date specified in that certain agreement entitled "Orange County/Park Manor Waterworks, Inc. Water and Wastewater Systems Asset Purchase & Sale Agreement" is hereby extended to provide for a closing on or before January 31, 2003. In the event the contingencies outlined in the premises are fulfilled at a time earlier than expected, then either party may put the other party on notice with a minimum of twenty-one days prior written notice, to specify a new closing date in accordance with the agreement.

DONE AND AGREED this 31st day of October, 2002.

ORANGE COUNTY, FLORIDA

By: Michael L. Chandler
Michael L. Chandler
Director, Orange County Utilities

Witnesses:


Robert D. Guthrie
(Print Name)

Stephanie L. Cross
Stephanie L. Cross
(Print Name)

PARK MANOR WATERWORKS, INC.

By: *Bernice A. Goetz*
Bernice A. Goetz
President, Park Manor Waterworks, Inc.

Witnesses:

Billie Jo Elliott

Billie Jo Elliott
(Print Name)

Paul Forey

PAUL FOREY
(Print Name)

Parkmanor Sale Fourth Extension

**FIFTH
ACKNOWLEDGMENT AND AGREEMENT
TO EXTEND CLOSING DATE
ORANGE COUNTY/PARK MANOR WATERWORKS, INC.**

THIS ACKNOWLEDGMENT AND AGREEMENT, by and between Orange County, Florida, a political subdivision and charter county of the State of Florida (hereinafter called "Orange County"), and Park Manor Waterworks, Inc., a Florida corporation (hereinafter called "Park Manor"), is based on the following premises and constitutes an extension of that certain agreement entered into by and between the parties, Orange County and Park Manor, entitled "Orange County/Park Manor Waterworks, Inc. Water & Wastewater Systems Asset Purchase & Sale Agreement", dated October 9, 2001, (hereinafter "Purchase and Sale Agreement").

WHEREAS, the parties entered into the aforementioned agreement which provided for a closing on or before January 31, 2002; and,

WHEREAS, on four prior occasions the parties entered into an Acknowledgment and Agreement to Extend Closing Date Orange County/Park Manor Waterworks, Inc., which provided for an extension of the closing date; and,

WHEREAS, in order that certain contingencies set forth in the Purchase and Sale Agreement may be fulfilled, the parties agree to the extension of the closing of this transaction until on or before May 31, 2003, with all other terms and conditions of the Purchase and Sale Agreement remaining in effect.

NOW, THEREFORE, be it agreed by and between Orange County and Park Manor as follows:

1. **Premises Correct.** Each and all of the foregoing premises are true and correct representations of the facts requiring the extension of the closing date, and said premises are incorporated into this agreement.
2. **Closing Date.** The closing date specified in that certain agreement entitled "Orange County/Park Manor Waterworks, Inc. Water and Wastewater Systems Asset Purchase & Sale Agreement" is hereby extended to provide for a closing on or before May 31, 2003. In the event the contingencies outlined in the premises are fulfilled at a time earlier than expected, then either party may put the other party on notice with a minimum of twenty-one days prior written notice, to specify a new closing date in accordance with the agreement.

DONE AND AGREED this 31st day of January, 2003.

ORANGE COUNTY, FLORIDA

By: Michael L. Chandler
Michael L. Chandler
Director, Orange County Utilities

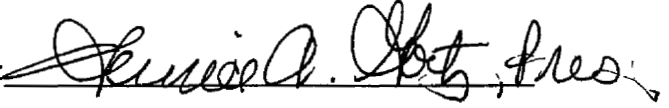
Witnesses:

Luci M. Rowe
Betty Diaz

(Print Name)

Luci M. Rowe
Betty Diaz
(Print Name)

PARK MANOR WATERWORKS, INC.

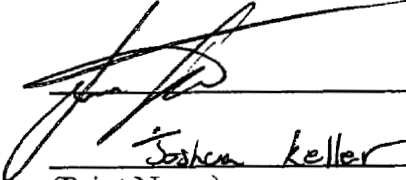
By: 

Bernice A. Goetz
President, Park Manor Waterworks, Inc.

Witnesses:



Kevin M Stack
(Print Name)


Joshua Keller
(Print Name)

Parkmanor\Sale\Fifth Extension

**SIXTH
ACKNOWLEDGMENT AND AGREEMENT
TO EXTEND CLOSING DATE
ORANGE COUNTY/PARK MANOR WATERWORKS, INC.**

THIS ACKNOWLEDGMENT AND AGREEMENT, by and between **ORANGE COUNTY, FLORIDA**, a political subdivision and charter county of the State of Florida (hereinafter called "Orange County"), and **Park Manor Waterworks, Inc.**, a Florida corporation (hereinafter called "Park Manor"), is based on the following premises and constitutes an extension of that certain agreement entered into by and between the parties, Orange County and Park Manor, entitled "Orange County/Park Manor Waterworks, Inc. Water & Wastewater Systems Asset Purchase & Sale Agreement", dated October 9, 2001, (hereinafter "Purchase and Sale Agreement").

WHEREAS, the parties entered into the aforementioned agreement which provided for a closing on or before January 31, 2002; and

WHEREAS, on five prior occasions the parties entered into an Acknowledgment and Agreement to Extend Closing Date Orange County/Park Manor Waterworks, Inc., which provided for an extension of the closing date; and

WHEREAS, most recently the Acknowledgment and Agreement to Extend Closing Date provided for a closing on or before May 31, 2003; and

WHEREAS, in order that certain contingencies set forth in the Purchase and Sale Agreement may be fulfilled, the parties agree to the extension of the closing of this transaction until on or before July 31, 2003, with all other terms and conditions of the Purchase and Sale Agreement remaining in effect.

NOW, THEREFORE, be it agreed by and between Orange County and Park Manor as follows:

1. **Premises Correct.** Each and all of the foregoing premises are true and correct representations of the facts requiring the extension of the closing date, and said premises are incorporated into this agreement.
2. **Closing Date.** The closing date specified in that certain agreement entitled "Orange County/Park Manor Waterworks, Inc. Water and Wastewater Systems Asset Purchase & Sale Agreement" is hereby extended to provide for a closing on or before July 31, 2003. During the time period between the date this Sixth Extension is executed and the closing date, Park Manor and Orange County agree that the Purchase and Sale Agreement shall be amended and taken before

Sale Agreement shall include:

- Deletion of one well site (the Innsbruck property) from the assets being purchased by Orange County and sold by Park Manor; and
- Reduction of the sales price to be paid by Orange County by \$200,000.00 as an offset or credit for deletion of the well site.

In the event the contingencies outlined in premises are fulfilled at a time earlier than expected, then either party may put the other party on notice, with a minimum of twenty-one days prior written notice, to specify a new closing date in accordance with the agreement.

DONE AND AGREED this 31st day of May, 2003.

ORANGE COUNTY, FLORIDA

By: Michael L. Chandler
 Michael L. Chandler
 Director, Orange County Utilities

Witnesses:

Warren Geltch
Warren Geltch
 (Print Name)

Robert D. Guthrie
Robert D. Guthrie
 (Print Name)

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PARK MANOR WATERWORKS, INC.

Witnesses:

Maureen Brizza
MAUREEN BRIZZA
(Print Name)

Ramdes Ramano
Ramdes Ramano
(Print Name)

By: Bernice A. Goetz, Pres.
Print Name: Bernice A. Goetz
Title: President