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REPLY TO ALTAMONTE SPRINGS

MARTIN S. FRIEDMAN, P.A.
VALERIE L. LORD, OF COUNSEL
(LICENSED IN TEXAS ONLY)

April 16, 2004

HAND DELIVERY

RECEIVED - FPSC
APR 16 PM 2:48
COMMISSION
CLERK

Ms. Blanca Bayo
Commission Clerk and Administrative Services Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Re: Docket No. 040179-WS; Utilities, Inc. of Hutchinson Island's Application for
Authority to Transfer Facilities and Certificate Nos. 336-W and 391-S
Our File No.: 30057.77 *ML*

Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket is the original (Notice of Filing)
and fifteen (15) copies of the First Amendment to Indian River Plantation Utility Company
Asset Purchase Agreement.

Should you have any questions regarding this filing, please do not hesitate to give me
a call.

Very truly yours,



MARTIN S. FRIEDMAN
For the Firm

AUS _____
CAF _____
CMP _____
COM S
CTR _____
ECR _____
GCL _____ MSF/mp
OPC _____ Enclosures
MMS _____
SEC _____
OTH I

cc: Ms. Cheryl Johnson (w/enclosure) (via hand delivery)
cover *dr* Mr. Bruce May, Jr., Esquire (w/enclosure)
Mr. Steve Lubertozzi (w/enclosure)
Mr. Patrick Flynn (w/enclosure)

DOCUMENT NUMBER-DATE

04590 APR 16 04

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority
to Transfer the Facilities of
COLUMBIA PROPERTIES STUART, LLC
and Certificate Nos. 336-W and
291-S in Martin County, Florida to
UTILITIES, INC. OF HUTCHINSON ISLAND

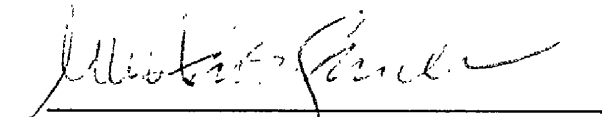
Docket No. 040179-WS

NOTICE OF FILING

UTILITIES, INC., OF HUTCHINSON ISLAND, by and through its undersigned attorneys, hereby gives notice of filing in the above-referenced docket a fully executed copy of the First Amendment to the Indian River Plantation Utility Company Asset Purchase Agreement which was filed with the Application in the above-referenced docket.

Respectfully submitted this 16th day of
April, 2004, by:

ROSE, SUNDSTROM & BENTLEY, LLP
600 S. North Lake Boulevard, Suite 160
Altamonte Springs, Florida 32701
(407) 830- 6331
(407) 830-8522 (fax)



MARTIN S. FRIEDMAN
For the Firm

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished
by U.S. Mail this 16th day of April, 2004, to:

Bruce May, Jr., Esquire
Holland & Knight, LLP
Post Office Box 810
Tallahassee, FL 32302-0810


MARTIN S. FRIEDMAN

**FIRST AMENDMENT TO INDIAN RIVER PLANTATION UTILITY
COMPANY**

ASSET PURCHASE AGREEMENT

MARTIN COUNTY, FLORIDA

THIS AMENDMENT is to the Asset Purchase Agreement entered into February 16, 2004 ("Agreement"), between Indian River Plantation Utility Company ("Seller"), and Utilities, Inc. ("Purchaser").

W I T N E S S E T H

WHEREAS, the parties entered into an Asset Purchase Agreement, and the parties now desire to amend the Agreement,

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties hereby amend the Agreement as follows:

1. The Seller is Columbia Properties Stuart, LLC, and all references to the "Seller" in the original Agreement shall refer to Columbia Properties Stuart, LLC, a Delaware Limited Liability Company.

2. The Purchaser is Utilities, Inc. of Hutchinson Island, and all references to the "Purchaser" in the original Agreement shall refer to Utilities, Inc. of Hutchinson Island, a Florida corporation.

3. Seller has not as of this date closed on the purchase of the utility facilities, but has such purchase under contract. An Application is presently pending before the Florida Public Service Commission ("Commission") in Docket No. 030891-WS for approval of the transfer of the utility facilities to Seller. The closing shall occur simultaneously with the closing on the acquisition of the utility facilities by Seller from IHC Realty Partnership, L.P.

4. The parties acknowledge and agree to a new subsection (15) in Article I of the Agreement, which provides:

- 15) PURCHASER ACKNOWLEDGES AND AGREES THAT, OTHER THAN A REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH IN THIS AGREEMENT OR AS EXPRESSLY SET FORTH IN A CLOSING DOCUMENT, THE PROPERTY AND FACILITIES ARE SOLD "AS IS" "WHERE IS" AND "WITH ALL FAULTS" AND NEITHER SELLER, NOR ANY AGENT OR REPRESENTATIVE OF SELLER, HAS MADE, NOR IS SELLER LIABLE FOR OR BOUND IN ANY MANNER BY ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, STATEMENTS, INDUCEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY AND FACILITIES OR ANY PART THEREOF, THE PHYSICAL CONDITION, ENVIRONMENTAL CONDITION, INCOME,

EXPENSES OR OPERATION THEREOF, THE USES WHICH CAN BE MADE OF THE SAME OR ANY OTHER MANNER OR THING WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES AND AGREES THAT, OTHER THAN A REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH IN THIS AGREEMENT OR AS EXPRESSLY SET FORTH IN A CLOSING DOCUMENT, SELLER IS NOT LIABLE FOR OR BOUND BY (AND PURCHASER HAS NOT RELIED UPON) ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR FINANCIAL STATEMENTS PERTAINING TO THE OPERATION OF THE PROPERTY AND FACILITIES, OR ANY OTHER INFORMATION RESPECTING THE PROPERTY AND FACILITIES FURNISHED BY SELLER OR ANY EMPLOYEE, AGENT CONSULTANT OR OTHER PERSON REPRESENTING OR PURPORTEDLY REPRESENTING SELLER. PURCHASER FURTHER ACKNOWLEDGES, AGREES, AND REPRESENTS THAT, OTHER THAN A REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT OR AS EXPRESSLY SET FORTH IN A CLOSING DOCUMENT, IT SHALL BE PURCHASING THE PROPERTY AND FACILITIES IN AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT THE DATE OF CLOSING WITH RESPECT TO THE STRUCTURAL AND MECHANICAL ELEMENTS OF THE PROPERTY AND FACILITIES, THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND FACILITIES AND THE FURNITURE, FIXTURES AND EQUIPMENT LOCATED THEREON OR ATTACHED THERETO, ALL OF WHICH PURCHASER AND ITS CONSULTANTS SHALL HAVE INSPECTED AND EITHER APPROVED OR WAIVED OBJECTION TO ON OR PRIOR TO THE CLOSING AND PURCHASER THEREBY RELEASES SELLER AND ITS AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS AND EXPENSES RELATING TO ANY OF THE FOREGOING. PURCHASER ALSO REPRESENTS THAT, AS OF THE CLOSING DATE, IT SHALL HAVE INDEPENDENTLY INVESTIGATED, ANALYZED AND APPRAISED TO ITS SATISFACTION THE VALUE AND THE PROFITABILITY OF THE PROPERTY AND FACILITIES. PURCHASER ACKNOWLEDGES THAT, TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF WARRANTIES CONTAINED IN THIS SECTION ARE 'CONSPICUOUS' DISCLAIMERS FOR PURPOSES OF ANY APPLICABLE LAW, RULE, REGULATION OR ORDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

5. The parties acknowledge and agree that the following sentence be inserted at the end of Article IV of the Agreement:

- i. In order to fulfill their respective obligations under this Article, Purchaser and Seller have entered into a Reclaimed Water Service

Agreement which is incorporated into the Agreement and attached thereto as Exhibit "5".

6. The parties acknowledge that the Agreement, as hereby amended, is contingent upon Commission approval without modification.

7. Except as amended hereby, all other terms and conditions of the original Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Columbia Properties Stuart, LLC



BY: EDWARD ROFES

Its: CFO

Utilities, Inc. of Hutchinson Island



JAMES CAMAREN

CEO & Chairman