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040371-WS

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REPLY TO ALTAMONTE SPRINGS

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

April 28, 2004

HAND DELIVERY

RECEIVED FPSC
APR 28 AM 11:25
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. 040371-WS Application of Lake Utility Services, Inc., for an
Amendment to Certificates to Extend its Water and Wastewater Service Area in Lake
County, Florida
Our File No.: 30057.75

Dear Ms. Bayo:

Enclosed for filing are the original and fifteen (15) copies of the Application of Lake
Utility Services, Inc., for an Amendment to Certificates to Extend its Water and Wastewater
Service Area in Lake County, Florida. Also enclosed is our check in the amount of
\$1,000.00 representing the appropriate filing fee.

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

Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.

Initials of person who forwarded check:

LM

Very truly yours,

MARTIN S. FRIEDMAN
For the Firm

ECL-tariffs
MSF/mp
Enclosures

cc: Mr. Steven M. Lubertozzi (w/enclosure)
Mr. Patrick C. Flynn (w/enclosure)

DOCUMENT NUMBER-DATE

04924 APR 28 04

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application of
LAKE UTILITY SERVICES, INC.
for extension of water and
wastewater service in
Lake County, Florida.

Docket No. 040371-WS

**APPLICATION FOR AMENDMENT TO
CERTIFICATES OF AUTHORIZATION**

LAKE UTILITY SERVICES, INC., (“Applicant”), by and through its undersigned attorneys, and pursuant to Section 367.045(2), Florida Statutes, and Rule 25-30.036, Florida Administrative Code, files this Application for Amendment to Certificates 465-S and 496-W to extend its water and wastewater service areas to include certain land in Lake County more fully described in Exhibit “A” (“Extension Area”), and in support thereof states:

1. The exact name of the Applicant and the address of its principal business offices are:

Lake Utility Services, Inc.
200 Weathersfield Avenue
Altamonte Springs, Florida 32714

and

c/o Utilities, Inc.
2335 Sanders Road
Northbrook, IL 60062

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

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
600 S. North Lake Boulevard, Suite 160
Altamonte Springs, FL 32701
(407)830-6331
(407)830-8522 fax
mfriedman@rsbattorneys.com

DOCUMENT NUMBER-DATE

04924 APR 28 3

FPSC-COMMISSION CLERK

3. Currently pending before this Commission in Docket No. 020907-WS, is the Applicant's Application for Amendment of Certificates 465-S and 496-W to include other land in Lake County, Florida, not included in this Application (the "First Application"). The original certificates were submitted to the Commission at the time of filing the First Application and new certificates have not been issued.

4. Pursuant to a Utility Agreement dated June 28, 2002, and a Utility Agreement dated April 21, 2003, between the Applicant and Mission Park LLLP, a Florida limited liability limited partnership, the Applicant agreed to provide water and wastewater service to part of the Extension Area known as "Phase A", "Phase B" and "Phase C". Copies of these Utility Agreements are attached hereto as Exhibit "B". In addition, the Applicant provided water service to part of the Extension Area known as Thompson Place at the request of the Department of Environmental Protection. There is no developer agreement for this portion of the Extension Area. The Extension Area is adjacent to the Applicant's existing certificated water and wastewater service area and to the area sought to be served under the First Application.

5. To the best of Applicant's knowledge, the provision by the Applicant of water and wastewater service to the Extension Area is consistent with the water and wastewater section of the Lake County Comprehensive Plan at the time this Application is filed, as approved by the Department of Community Affairs.

6. Applicant is an established utility. Documentary evidence of its ownership of the land on which its water and wastewater facilities are constructed is attached hereto as Exhibit "C".

7. A map of the entire territory to be served, including the Extension Area, using township, range and section references, is attached as Exhibit “D”. A full-sized map will be provided to Commission Staff under separate cover. A copy of the map is attached as Exhibit “E”.

8. The approval of this Application is in the public interest because there is a need for water and wastewater service to the Extension Area, and because the Applicant is the utility whose certificated water and wastewater service areas adjoin the Extension Area.

9. The existing lines and treatment facilities currently serving the Applicant’s existing certificated water and wastewater service area have sufficient capacity to serve the Extension Area. The Applicant’s current water and wastewater systems serving the existing certificated service areas and the Extension Areas have sufficient capacity to serve the existing and proposed wastewater service areas. A description of the capacities of the Applicant’s water and wastewater systems is attached as Exhibit “F”.

10. The Applicant will provide water service to 216 single family residences, and wastewater service to 203 of these same single family residences, within the Extension Area.

11. The amendment of the Applicant’s water and wastewater certificates to include the Extension Area within its certificated wastewater and wastewater service areas will not interrupt, curtail or otherwise affect the provision of water or wastewater service to existing customers.

12. The inclusion of the Extension Area within the Applicant’s certificated water and wastewater service areas will not have any impact on the Applicant’s rates or service

availability charges. Rates for the Applicant were established by the Commission on April 5, 1999, in Order No. PSC-99-0635-FOF-WU.

13. The Applicant is an established utility and has both the financial and technical ability to render reasonably sufficient, adequate and efficient service. A copy of the most recent Financial Statements from the Applicant's 2002 Annual Report is attached hereto as Exhibit "G".

14. With respect to the Applicant's technical ability, attached as Exhibit "H" is a schedule listing the operators and their license numbers, and the most recent construction and operating permits. There are no outstanding Consent Orders or Notices of Violation from DEP.

15. Attached as Exhibit "I" to this Application are the original and two copies of the revised tariff sheets reflecting the inclusion of the Extension Area. Copies of the revised tariff sheets are attached to each copy of the Application.

16. Late filed Exhibit "J" will be an affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county or counties in which the system or territory proposed to be served is located;
- (2) the privately owned water and wastewater utility that holds a certificate granted by the Public Service Commission and that is located within the county in which the utility or the territory proposed to be served is located;

- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district;

Copies of the Notice and a list of entities noticed shall accompany the affidavit.

17. Late Filed Exhibit "K" will be the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each property owner in the Extension Area.

18. Late Filed Exhibit "L" will be an affidavit that the notice of application was published once a week in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication will accompany the affidavit.

19. In response to Section 367.045(2)(c), Florida Statutes, attached hereto as Exhibit "M" is an Affidavit that the Applicant has on file with the PSC a tariff and current annual report.

20. The Extension Area will serve 216 water ERCs and 216 wastewater ERCs. Pursuant to Rule 25-30.020, Florida Administrative Code, the appropriate filing fee is \$1,000.00 (\$500.00 for water and \$500.00 for wastewater).

Respectfully submitted on this
27 day of April, 2004, by:

ROSE, SUNDSTROM & BENTLEY, LLP
600 S. North Lake Boulevard
Suite 160
Altamonte Springs, Florida 32701
Telephone: (407) 830-6331
Facsimile: (407) 830-8522
Email: mfriedman@rsbattorneys.com

By: 

MARTIN S. FRIEDMAN

EXHIBIT "A"

Extension Area

ADDITION No.1 (Thompson Place - water service only to 13 ERCs)

A tract of land lying in Section 26, Township 22 South, Range 25 East, Lake County, Florida, being described as follows:

Commence at the Southwest corner of said Section 26; thence East along the South line of said Section 26 for a distance of 1320 feet to the **POINT OF BEGINNING**; thence North 680 feet to the South shore of Lake Minnehaha; thence South 60° East along said Shoreline for 1250 feet; thence West along the South line of Section 26 for a distance of 1200 feet to the **POINT OF BEGINNING**.

ADDITION No. 2 (Mission Park - water and wastewater service to 203 ERCs)

A tract of land lying in Section 15, Township 24 South, Range 26 East, Lake County, Florida, being described as follows:

Commence at the Southwest corner of said Section 15; thence East along the South line of Section 15 for a distance of 2640 feet to the **POINT OF BEGINNING**; thence North 08 ° East for 2000 feet; thence North 27 ° West for 600 feet; thence East 1100 feet to the centerline of U.S. Highway No. 27; thence South 22 ° East along said Highway for 2800 feet; thence West along the South line of said Section 15 for 2000 feet to the **POINT OF BEGINNING**.

EXHIBIT "B"

(COPIES OF UTILITY AGREEMENTS)

Handwritten: "Exhibit A"

UTILITY AGREEMENT



THIS UTILITY AGREEMENT dated this 28th day of June 2002 by and between LAKE GROVES UTILITIES, a Florida corporation (hereinafter referred to as "Utilities"), and MISSION PARK, LLLP, a Florida Limited Liability Limited Partnership (hereinafter referred to as the "Owner").

PREMISES

WHEREAS, Owner is the owner of approximately 40 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 50 residential building lots requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water

Handwritten mark: "15"

and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump-sum increments. Each lump-sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump-sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Contract, Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump-sum increment paid for Connection

Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump-sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3; (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and; (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not be less than the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development, or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and; (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however,

Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (h) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing, Utilities agrees that in those instances where the Owner pays for more than its pro rata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Owner up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefore by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.

5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities

as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water, reclaimed water and sewer facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. In the event, current Federal income tax laws treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities, then, at the time that Owner shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Owner shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously

approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.

9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within twelve (12) months for the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area.

10. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof with the water and sewer service to be provided hereunder.

11. SALE TO GOVERNMENTAL ENTITY. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Owner agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

12. NOTICES. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

--

J.S.

Utilities: LAKE GROVES UTILITIES, INC.
2335 Sanders Road
Northbrook, IL 60062
Attn.: James Camaren, Chairman & CEO

Owner: MISSION PARK, LLLP
1155 South Semoran Blvd.-Suite 1120
Winter Park, FL 32792
Attn.: Igor Teplitsky

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

13. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

14. MISCELLANEOUS.

A. Time is hereby made of the essence of this Agreement in all respects.

B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

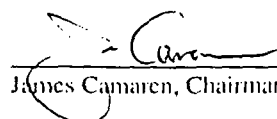
D. This Agreement shall be governed by the laws of the State of Florida.

E. This Agreement shall be effective upon proper execution by both parties hereto.

F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

LAKE GROVES UTILITIES, INC.


James Camaren, Chairman & C.E.O.

ATTEST:

IMP

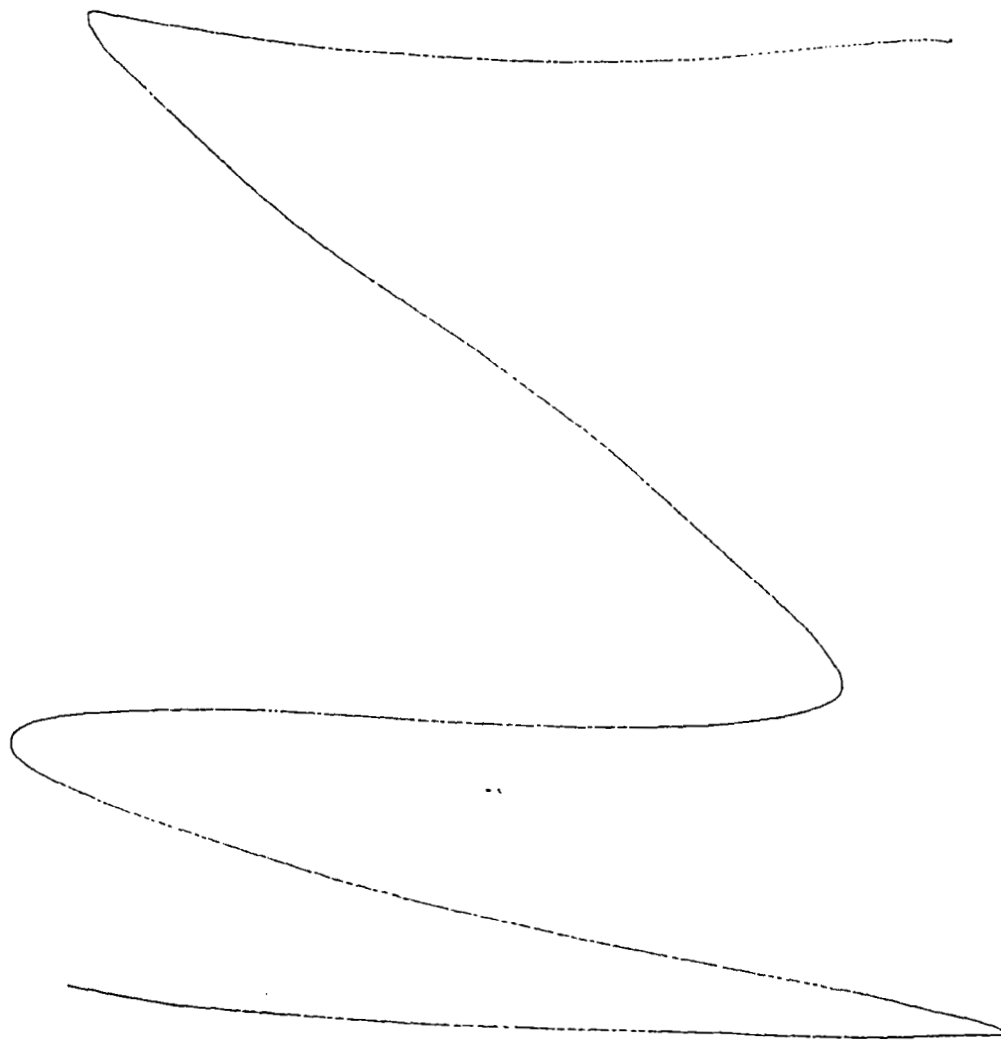
MISSION PARK, LLLP



Igor Teplitsty, General Partner

ATTEST:

Karen Spallone



Phase "B"

UTILITY AGREEMENT

THIS UTILITY AGREEMENT dated this 21 day of April 2003 by and between LAKE UTILITY SERVICES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and MISSION PARK, LLLP, a Florida Limited Liability Limited Partnership (hereinafter referred to as the "Owner").

PREMISES

WHEREAS, Owner is the owner of approximately 40 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 50 residential building lots requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

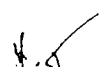
NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest,

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any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump-sum increments. Each lump-sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump-sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Contract, Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump-sum increment paid for Connection Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump-sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees



charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3; (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and; (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not be less than the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements which must be constructed to serve the Development may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from time to time, when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development, or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and; (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however, Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing, Utilities agrees that in those instances where the Owner pays for more than its pro rata share based on the percent of capacity in

an Off-Site Improvement required for the Development, Utilities will reimburse Owner up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect in to such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

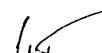
A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefore by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.

5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the

event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Regulation or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water, reclaimed water and sewer facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. In the event, current Federal income tax laws treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities, then, at the time that Owner shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Owner shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC



Tax Impact due Utilities from Owner hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install a water meter or water meters as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters



so installed shall remain the property of Utilities.

9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within twelve (12) months for the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area.

10. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof with the water and sewer service to be provided hereunder.

11. SALE TO GOVERNMENTAL ENTITY. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Owner agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

12. NOTICES. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities: LAKE UTILITY SERVICES, INC.
2335 Sanders Road
Northbrook, IL 60062
Attn.: James Camaren, Chairman & CEO

Owner: MISSION PARK, LLLP
1155 South Semoran Blvd.-Suite 1120
Winter Park, FL 32792
Attn.: Igor Teplitsky

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

13. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.

14. MISCELLANEOUS.

A. Time is hereby made of the essence of this Agreement in all respects.

B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

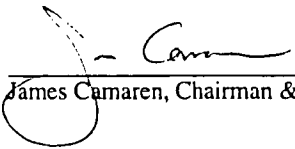
D. This Agreement shall be governed by the laws of the State of Florida.

E. This Agreement shall be effective upon proper execution by both parties hereto.

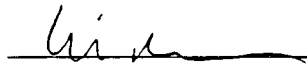
F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

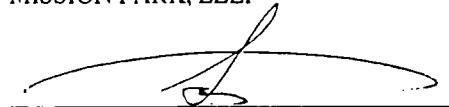
LAKE UTILITY SERVICES, INC.


James Camaren, Chairman & C.E.O.

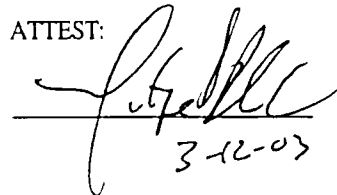
ATTEST:



MISSION PARK, LLLP



ATTEST:


3-12-03

3-12-03

Share

UTILITY AGREEMENT

THIS UTILITY AGREEMENT dated this 15th day of October 2003 by and between LAKE UTILITY SERVICES, INC., a Florida corporation (hereinafter referred to as "Utilities"), and MISSION PARK, LLLP, a Florida Limited Liability Limited Partnership (hereinafter referred to as the "Owner").

PREMISES

WHEREAS, Owner is the owner of approximately ^{110 acres} ~~14.20~~ acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property may hereafter be developed and improved into a development consisting of approximately 76 residential building lots requiring water and sewer service (hereinafter referred to as the "Development"); and

WHEREAS, Utilities is the owner and operator of water production and distribution facilities, and sewer collection and disposal facilities, which are in close proximity to the Property; and

WHEREAS, Utilities is planning to provide reclaimed water service to the Development as a means of reducing groundwater withdrawal and disposing of wastewater effluent; and

WHEREAS, Utilities has agreed to make its water facilities and sewer facilities available to the Development on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and the work to be done by Utilities and the sums to be paid to Utilities by Owner as described hereafter, Owner and Utilities agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY. Owner hereby agrees and covenants that all improvements hereafter constructed on the Property shall be served exclusively by Utilities' water, reclaimed water and sewer facilities, and Owner further agrees that this grant and agreement shall be a covenant binding upon and running with title to the Property. Utilities hereby agrees to make water and sewer service available to the Development hereafter constructed on the Property for the rates and under the conditions referred to in this Agreement. Utilities agrees that such services shall be made available through Utilities' facilities which Utilities has or intends to construct, and through the facilities to be constructed by Owner; provided, however, that if Utilities is prevented by law or governmental regulation from constructing or expanding plants and facilities, or from providing such water, reclaimed water

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and sewer service for any reason, Utilities shall have no liability to Owner whatsoever except that Utilities shall be obligated to return, without interest, any unearned contributions or funds paid to Utilities hereunder, and this Agreement shall thereupon be terminated, except with respect to portions of the Development which are then being served hereunder. Utilities further agrees that the water, reclaimed water and sewer service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utilities; provided, however, that Utilities shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by the inadequacy of the facilities to be constructed by Owner; and further, the acceptance of any such facilities by Utilities shall not be an admission of, or acceptance of such responsibility. Utilities hereby agrees to provide water and sewer service to the Development within nine (9) months after Owner shall make a written request for such service to Utilities, but not before the Off-Site Improvements and On-Site Facilities on the Property described in Paragraphs 3 and 4 hereof, respectively, are completed in accordance with this Agreement.

2. CONTRIBUTION-IN-AID-OF-CONSTRUCTION. Owner hereby agrees to contribute to Utilities for aid in construction of plant facilities for each single-family and multi-family dwelling unit constructed on the Property, the amount approved by the Florida Public Service Commission at the time of the payment thereof. Said contribution shall hereinafter be referred to as the "Connection Contribution." The Connection Contribution shall be in the amount approved by the Florida Public Service Commission. The Connection Contributions shall be paid by Owner to Utilities in lump-sum increments. Each lump-sum increment for residential units shall be for the balance of the units to be included in the entire Development for which no Connection Contribution has been paid, or one hundred (100) units, whichever number of units is less. The lump-sum increments of Connection Contributions shall be paid in cash or cashier's check, or other funds acceptable to Utilities, at the time Owner requests service hereunder for the residential units or commercial project to be served. Utilities shall have no obligation hereunder to advise any governmental authority by execution of application, or otherwise, that it is providing service to a portion of the Development unless the Connection Contribution has been paid for the portion of the Development subject to such advice; provided however, so long as Owner is not in default under this Contract, Utilities will accommodate Owner, upon request, by furnishing Owner with a letter to addressees designated by Owner stating that upon payment required for Connection Contribution, Utilities will furnish water and sewer service to the Development or a portion thereof. Under no circumstances shall Owner be entitled to any return of all, or any part of, any lump-sum increment paid for Connection

Contribution as described in this Paragraph 2 (unless Utilities shall be unable to render services as described in Paragraph 1 hereof) and such lump-sum Connection Contribution may be used by Owner only with respect to a portion of the Development constructed on the Property. The Connection Contribution shall be in lieu of any other tap-in or connection fees charged by Utilities, but not in lieu of the following: (1) the cost of constructing off-site improvements in accordance with Paragraph 3 hereof, which shall be charged and paid in accordance with said Paragraph 3; (2) the rates and guaranteed revenue charges described in Paragraph 7 hereof, which shall be charged and paid separately in accordance with paragraph 7 hereof and; (3) meter installation fees as described in Paragraph 8 hereof, which will be charged and paid separately in accordance with said Paragraph 8 hereof.

3. OFF-SITE IMPROVEMENTS. In order to provide water, reclaimed water and sewer service to the Development, certain off-site improvements will be constructed. These off-site improvements (the "Off-Site Improvements") shall be those improvements which are determined by Utilities, in its sole discretion, to be necessary to transport water from Utilities' plant, which will serve the Development, to the Development and to be necessary to bring sewage from the Development to Utilities sewer plant with which it will serve the Development including all lines, mains, lift stations and facilities, and may include lines for return of effluent from said sewer treatment plant to disposal sites on the Property, and the construction of such disposal sites. The land for the disposal sites on the Property shall be provided by the Owner at no cost to Utilities; provided, however, the amount of treated effluent returned to and disposed of on the Property at such sites shall not be less than the amount of sewage originating from the Development which is being treated by Utilities. The Off-Site Improvements, which must be constructed to serve the Development, may be partially constructed by Utilities or by the customers of Utilities prior to the time Owner requests service hereunder. At the time, and from time to time when Owner requests service hereunder, and as a condition precedent to the Utilities' obligation to provide the service to the Development hereunder, Owner shall pay to Utilities the following: (a) a share of the cost of constructing the then existing, or then under construction, Off-Site Improvements which will serve the Development; such share being that amount of such cost which was the portion of such cost related to the over-sizing of such Off-Site Improvements to provide capacity for the Development, or pro rata share of the entire cost of such Off-Site Improvements based on the percent of the capacity in such improvement which will be used by the Development, whichever is greater, and; (b) the cost of constructing any additional Off-Site Improvements necessary to serve the Development, less any increase in such costs requested by Utilities to provide capacity for service to others. The additional Off-Site Improvements shall be constructed by Utilities at Owner's cost and expense; provided, however,

Utilities, at its option, may require Owner to construct such additional Off-Site Improvements, at Owner's cost and expense, in which case Owner shall not be required to pay Utilities the sum described in (b) in the previous sentence hereof, or any increase in costs requested by Utilities to provide service to others. Notwithstanding the forgoing, Utilities agrees that in those instances where the Owner pays for more than its pro rata share based on the percent of capacity in an Off-Site Improvement required for the Development, Utilities will reimburse Owner up to the amount of such excess payment as, if and when it shall collect such amounts from customers who later connect into such improvements. Utilities shall make a good faith effort to collect such sums. The Off-Site Improvements shall be constructed in accordance with plans and specifications approved by Utilities and in accordance with all requirements of Utilities' standard engineering practices which it shall provide to Owner on request, and all applicable governmental and regulatory authorities.

4. ON-SITE FACILITIES. When the Property is developed, Owner shall construct and install therein, at its own cost and expense, all necessary on-site water, reclaimed water and sewer facilities (the "On-Site Facilities"), including generally all the water, reclaimed water and sewer utility facilities of whatever nature or kind needed to connect the Development to be constructed on the Property to the Off-Site Improvements or the lines or the future lines of Utilities, and including specifically, all lines, mains lift stations, pumps, laterals and service connections to serve the Development to be constructed on the Property. Owner agrees that the construction and installation of such On-Site Facilities shall be subject to the following:

A. The On-Site Facilities shall be constructed and installed by Owner only after the approval of the plans and specifications therefore by Utilities. The plans and specifications shall be in accordance with the requirements of Utilities' standard engineering practices and all applicable regulatory authorities, and Owner shall obtain approval thereof from such agencies prior to commencement of construction.

B. Upon approval of the plans and specifications by Utilities, as provided in subparagraph A hereof, the On-Site Facilities shall be constructed strictly in accordance with such plans and specifications. Utilities shall be advised as to the progress of such construction and afforded the right to make inspection of said construction; provided, however, Utilities shall have no duty to make such inspections, and by making such inspections shall incur no responsibility for the correct installation or construction thereof.

5. USE OF ON-SITE FACILITIES. At the time Owner desires to connect the On-Site Facilities constructed by it to Utilities' water, reclaimed water and sewer systems with respect to any lot or project in the Development, and as a condition precedent for the right to make such connection, Owner shall convey to Utilities, at no cost to Utilities, such of the On-Site Facilities

as Utilities shall require. Such conveyance shall be by bill of sale, warranty deed or other appropriate instrument as determined by Utilities, in its sole discretion, and shall be free and clear of all liens and encumbrances whatsoever. In the event that On-Site Facilities have been connected to Utilities' systems without said conveyance, the requirement to convey said facilities to Utilities shall not be waived and Utilities may thereafter, at any time, require the conveyance of such facilities. In the event that Owner is unable or unwilling to convey to Utilities such facilities for any reason whatsoever, Utilities shall have the option to terminate this Agreement. Notwithstanding the foregoing, Utilities shall not be required to accept such conveyance, or undertake the maintenance of any portion of the On-Site Facilities which are not in a public right-of-way and do not have adequate access easements to allow proper maintenance, which it shall, in its sole discretion, decide to leave as the property of, and the responsibility of, Owner. In addition, Utilities shall not be obligated to make any connections until Utilities has received the Engineer's certification that all construction has been performed in substantial conformance with the engineering plans and that all tests required by the Engineer and by Utilities have been satisfactorily performed, and necessary approvals for use have been received from the Florida Department of Environmental Protection or other governmental bodies responsible for the issuance of such approvals. The cost of all materials, construction tests and testing and installation for on-site water, reclaimed water and sewer facilities and line extensions shall be paid in full by Owner prior to the transfer to Utilities. By conveyance of the On-Site Facilities, Owner shall be deemed to have represented and warranted to Utilities (1) that all costs therefor have been paid in full and that Utilities will be furnished such evidence thereof as it may reasonably require, and (2) that said On-Site Facilities have been constructed in a good and workmanlike manner, free from all defects, and that Owner will correct any defect occurring or discovered in said facilities within a period of one (1) year from the date of such conveyance.

6. CIAC TAX IMPACT OF OFF-SITE IMPROVEMENTS AND ON-SITE FACILITIES. In the event, current Federal income tax laws treat Connection Contributions and other contributions in aid of construction or contributed facilities as taxable income to Utilities, then, at the time that Owner shall pay Utilities, the Connection Contributions described in Paragraph 2 hereof, and for the cost of Off-Site Improvements as described in Paragraph 3 hereof, and at the time that Owner shall convey to Utilities the On-Site Facilities described in Paragraph 4 hereof in accordance with Paragraph 6 hereof, Owner shall pay to Utilities, in cash, the tax impact thereof on Utilities as then approved by the Florida Public Service Commission with respect thereto (the "CIAC Tax Impact"). The CIAC Tax Impact is intended to be a sum of money equal to the State and Federal Income Tax effect on Utilities of such payment or conveyance, and of the payment of the CIAC Tax Impact itself. The amount previously approved

by the Florida Public Service Commission was sixty percent (60%) of the cost of the facilities contributed or the cash paid. Said amount is subject to adjustment and refund to the extent it is more than the actual tax impact on the Utilities of such payment or contribution. Utilities shall not be obligated to construct any Off-Site Improvements or provide any services hereunder until all CIAC Tax Impact charges due hereunder have been paid to Utilities. At the time that Owner shall request service hereunder, pay for Off-Site Improvements, or convey On-Site Facilities, Utilities shall advise Owner of the amount of the CIAC Tax Impact due Utilities from Owner hereunder.

7. RATES AND GUARANTEED REVENUE CHARGES The rates to be charged by Utilities for water, reclaimed water and sewer service to the Development hereafter built on the Property, and guaranteed revenue charges, shall be those rates and charges made by Utilities to its customers which are from time to time approved by the Florida Public Service Commission, or by any other governmental regulatory body from time to time having jurisdiction over such matters. The guaranteed revenue charges shall be the payment to Utilities by Owner for capacity reserved but not being used by an active customer. Owner shall begin paying guaranteed revenue charges at the time Owner shall request Utilities to provide water, reclaimed water and sewer service to the Property; provided, however, Owner shall not be required to pay any guaranteed revenue charges until the utility plant capacity needed to serve the lots or projects for which such charges are to be paid is completed and available to provide such service. Owner shall be obligated to pay such charges only on those projects or lots for which it pays CIAC and shall continue to pay such charges with respect to each lot or project until an active customer is connected on such lot or project. Utilities reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed; provided that written notification of such delinquency has been made by Utilities to such customer; provided, the failure of an active customer to pay sums due Utilities shall not affect Owner's rights under this Agreement. The record owner of the lot or living unit being served by Utilities, as the case may be, shall be responsible for and shall save and hold harmless Utilities for any loss or damages resulting from the exercise of said right to withhold or disconnect service to an active customer. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utilities with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utilities' Property and rate changes shall be exclusively within the discretion and control of Utilities.

8. WATER METERS. It is hereby agreed by the parties hereto that Utilities shall install

a water meter or water meters, as Utilities should deem to be necessary to serve the Development and the Property. Utilities shall have the right to designate the number, type, quality and size of said meter or meters. The cost for said water meter or water meters and the labor charges associated with its installation shall be paid to Utilities by Owner prior to installation of each such meter at the rate from time to time approved by the Florida Public Service Commission or any other governmental regulatory body from time to time having jurisdiction over such matters. Said sum shall be due and payable prior to the time of installation of said meter or meters. All water meters so installed shall remain the property of Utilities.

9. INCLUSION IN SERVICE AREA. Upon the execution of this Agreement, Utilities shall petition the Florida Public Service Commission for permission to include the Property in Utilities' service area as approved by the Florida Public Service Commission. In the event that the Florida Public Service Commission shall fail to approve and grant said petition to include the Property in Utilities' service area within twelve (12) months for the date hereof, either party hereto shall have the right to terminate this Agreement at any time until the Property is included in the said service area.

10. PLATS. All plats of the Property, or portions thereof, filed among the Public Records of Lake County, Florida, or any other governmental unit, shall provide for such dedicated utility easements as may be reasonable and necessarily required for the purpose of serving the Property, or portions thereof with the water and sewer service to be provided hereunder.

11. SALE TO GOVERNMENTAL ENTITY. In the event Utilities shall hereafter sell the utility systems, or any part thereof serving the Property, to the State of Florida, Lake County, or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Owner agrees that with respect to water, reclaimed water and sewer service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utilities shall be relieved of all further obligations hereunder.

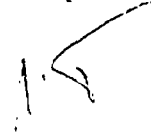
12. NOTICES. Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utilities: LAKE UTILITY SERVICES, INC.
2335 Sanders Road
Northbrook, IL 60062
Attn.: James Camaren, Chairman & CEO

Owner: MISSION PARK, LLLP
1155 South Semoran Blvd.-Suite 1120
Winter Park, FL 32792
Attn.: Igor Teplitsky

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein.

13. TERM. The term of this Agreement shall be for a period of thirty (30) years from the date hereof, and from year to year thereafter. After the initial thirty (30) year term, either party hereto shall have the right to terminate this Agreement upon one (1) year's prior written notice of such termination.



14. MISCELLANEOUS.

A. Time is hereby made of the essence of this Agreement in all respects.

B. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement.

C. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

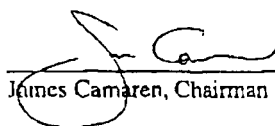
D. This Agreement shall be governed by the laws of the State of Florida.

E. This Agreement shall be effective upon proper execution by both parties hereto.

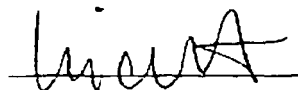
F. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

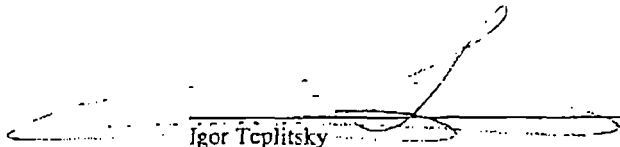
LAKE UTILITY SERVICES, INC.


James Camaren, Chairman & C.E.O.

ATTEST:



MISSION PARK, LLLP


Igor Teplitsky

ATTEST:

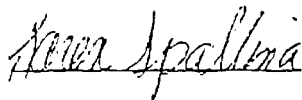


EXHIBIT "C"

(COPY OF DEEDS TO PLANT SITES)

5

REC 17.00
DOC 4675.00 90 28464 WARRANTY DEED BOOK 1060 PAGE 2165
IF 250.00 THIS WARRANTY DEED made and executed the 29th day of May,

1990, by JOHN P. ADAMS PROPERTIES, INC., a corporation existing under the laws of the State of Florida, and having its principal place of business at Post Office Box 1667, Winter Haven, Florida, 33884 (hereinafter called the "Grantor") to LAKE GROVES UTILITIES, INC., a Florida corporation, whose post office address is 1105 Kensington Park Drive, Altamonte Springs, Florida, 32714 (hereinafter called the "Grantee"):

WITNESSETH:

\$ 850,000.00

THAT the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Lake County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

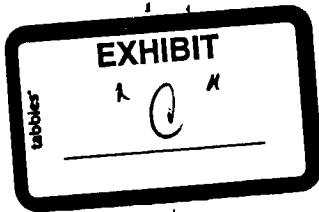
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes subsequent to December 31, 1989, and those matters set forth on Exhibit "B" attached hereto and made a part hereof by this reference.

JUL 26 4 10 PM '02

The foregoing was prepared by and
witnessed by
WILLIAM A. BECKETT, Esq.
Member, Florida Bar, Realtor & Real
Professional Association
215 North Lake Drive
Post Office Box 2809
Orlando, Florida 32802



ASSOCIATED TITLE PLA

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

10051060 PMA 2156

Signed, sealed and delivered in the presence of:

[Handwritten signatures]

JOHN P. ADAMS PROPERTIES, INC.,
a Florida corporation

By: *[Signature]*
John P. Adams, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LAWS

The foregoing instrument was acknowledged before me this day of May, 1990 by JOHN P. ADAMS, President of JOHN P. ADAMS PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires: 2/16/1994

STATE OF FLORIDA
999.00

STATE OF FLORIDA
999.00

STATE OF FLORIDA
999.00

STATE OF FLORIDA
999.00

STATE OF FLORIDA
999.00

58-C006ck

(05/23/90)

EXHIBIT 'A'

BOOK 1060 PAGE 2167

DESCRIPTIONS: (PARCEL NO. 1)

BEGINNING AT A POINT THAT IS 12.51 FEET SOUTH AND 298.75 FEET EAST OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 28 EAST, OF THE TALLAHASSEE MERIDIAN, ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 25 (U.S. HIGHWAY 27); RUN THENCE N.21°18'45".W ALONG SAID RIGHT-OF-WAY LINE 655.45 FEET, SAID LINE BEING PARALLEL TO AND 80 FEET SOUTHWESTERLY FROM THE CENTERLINE OF PAVEMENT; THENCE S.89°08'20".W, 3383.71 FEET TO THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE S.00°01'35".W ALONG SAID LINE 814.27 FEET; THENCE N.89°08'20".E, 3602.31 FEET TO POINT OF BEGINNING.

AND (PARCEL NO. 2)

COMMENCE AT A POINT 852.17 FEET SOUTH AND 548.33 FEET EAST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 28 EAST ON THE WEST RIGHT-OF-WAY OF STATE ROAD NO. 25 (U.S. HIGHWAY 27), RUN THENCE N.21°18'45".W ALONG SAID RIGHT-OF-WAY, 888.70 FEET, SAID LINE BEING PARALLEL WITH AND 80 FEET SOUTHWESTERLY FROM THE CENTERLINE OF PAVEMENT; THENCE S.89°08'20".W, 550.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°08'20".W, 3051.92 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S.00°01'35".W ALONG SAID LINE, 831.12 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE N.89°21'30".E, 3051.92 FEET; THENCE N.00°01'35".E, 884.57 FEET TO THE POINT OF BEGINNING, CONTAINING 44.88 ACRES, MORE OR LESS.
LESS AND EXCEPT: ANY PORTION THEREOF LYING WITHIN THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 22.

THE ABOVE DESCRIBED PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

METES & BOUNDS

DESCRIPTION: THAT PART OF SECTIONS 22 & 23, TOWNSHIP 24 SOUTH, RANGE 28 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 12.51 FEET SOUTH AND 297.74 FEET EAST OF THE SOUTHEAST CORNER OF THE NE 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 28 EAST, LAKE COUNTY, FLORIDA ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 (STATE ROAD NO. 25); THENCE N.21°18'45".E ALONG THE SAID WEST RIGHT-OF-WAY LINE, 655.45 FEET; THENCE S.89°08'20".W, 3383.91 FEET TO THE WEST LINE OF THE EAST 1/4 OF THE NW 1/4 OF SAID SECTION 22; THENCE S.00°01'35".E ALONG SAID WEST LINE 810.98 FEET TO THE NORTHWEST CORNER OF THE NE 1/4 OF NE 1/4 OF SW 1/4, SAID SECTION 22; THENCE S.00°30'20".E ALONG THE WEST LINE OF SAID NE 1/4 OF NE 1/4 OF SW 1/4, A DISTANCE OF 882.38 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF NE 1/4 OF SW 1/4; THENCE N.88°52'51".E ALONG THE SOUTH LINE OF SAID NE 1/4 OF NE 1/4 OF SW 1/4, A DISTANCE OF 884.77 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE SE 1/4 OF SAID SECTION 22; THENCE N.89°31'51".E ALONG THE SOUTH LINE OF SAID NORTH 1/4 OF SE 1/4, A DISTANCE OF 2387.57 FEET; THENCE N.00°01'35".E, 846.52 FEET; THENCE N.89°08'20".E, 557.13 FEET TO THE POINT OF BEGINNING.

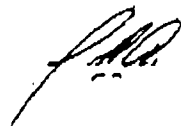
NOTE: Legality of copies
by typing or printing made only by
this document when signed.

EXHIBIT "B"

BOOK 1060 PAGE 2168

1. Easement to Sumter Electric Cooperative, Inc. recorded June 4, 1973 in Official Records Book 508, Page 823, Public Records of Lake County, Florida.

58-b015ck



WARRANTY DEED FROM CORPORATION

RAMCO FORM 33

This Warranty Deed Made and executed the 2nd day of February A D 1983 by

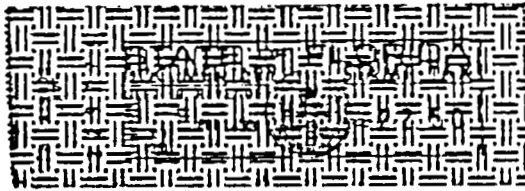
THREE SEASONS DEVELOPMENT CORP. a corporation existing under the laws of the State of Florida and having its principal place of business at P. O. Box 15797, Orlando, Florida 32808 hereinafter called the grantor, to

UTILITIES, INC. OF FLORIDA whose postoffice address is 2335 Sandus Road, Fortbrook, Deltona 32725 hereinafter called the grantee;

(Wherever used herein the terms "grantor" and "grantee" include all the parties in this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Lake County, Florida, viz:

The South 50 feet of the East 50 feet of Lot 15 in THE FOUR WINDS SUBDIVISION in Lake County, Florida, according to the Plat thereof as recorded in Plat Book 23, Page 45, Public Records of Lake County, Florida.



Together with all the tenements, hereditaments and appurtenances thereto belonging or wise appertaining.

To Have and to Hold, the same in fee simple forever.

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

In Witness Whereof

the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

SIGNED: THREE SEASONS DEVELOPMENT CORP.

Signed, sealed and delivered in the presence of:

Handwritten signatures of witnesses.

By: H. DUANE JULIAN, President

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared M. DUANE JULIAN

well known to me to be the President and a responsible officer of the corporation named as grantor in the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of February A D 19 83.

This Instrument prepared by:

Address

NOTARY PUBLIC, State of Florida at Large

My Commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE

THIS INSTRUMENT WAS PREPARED BY... LAWYERS TITLE INSURANCE CO., INC. 500 S. GULF AVENUE, ORLANDO, FLORIDA 32802 INCIDENT TO THE ISSUANCE OF A TITLE INSURANCE CONTRACT.

Fee 1-1/2 IN OR AUG 83

Clermont II

WARRANTY DEED
FROM CORPORATION

RAMCO FORM 33

This Warranty Deed Made and executed the 12th day of October A. D. 19 84 by
CARR WATER SERVICE, INC.

a corporation existing under the laws of Florida, and having its principal place of
business at 2519 S. Lakeshore Drive, Clermont, FL 32711
hereinafter called the grantor, to

UTILITIES, INC. OF FLORIDA, a Florida corporation
whose postoffice address is
200 Weathersfield Avenue, Altamonte Springs, FL 32714
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
alien, remise, release, convey and confirm unto the grantee, all that certain land situate in
County, Florida, viz:

The East 100 feet of Lots 1, 2, & 3, Block I, Minnehaha
Beach Subdivision, as recorded in Plat Book 8, Page 48,
Public Records of Lake County, Florida.

THE CONSIDERATION FOR THIS DEED IS NOMINAL.

THIS INSTRUMENT PREPARED BY:
ROBERT W. WILSON
AKERMAN, SENTERFITT & EIDSON
17TH FLOOR CNA BUILDING - P. O. BOX 231
ORLANDO, FLORIDA 32802

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;
and that said land is free of all encumbrances except taxes accruing subsequent to
December 31, 1983.

(CORPORATE SEAL)

In Witness Whereof the grantor has caused these presents to
be executed in its name, and its corporate seal to be hereunto affixed, by its
proper officers thereunto duly authorized, the day and year first above written.

ATTEST: N. A.

CARR WATER SERVICE, INC.

Signed, sealed and delivered in the presence of:

Mary Roder
Mary Roder

By Margaret Carr
President

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared MARGARET CARR

well known to me to be the President and _____ respectively of the corporation named as grantor
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of OCTOBER, A. D. 1984.

(NOTARIAL SEAL)
This instrument prepared by:
Address

Mary Roder
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 11 1985

REC 500
DOC

Amber Hill

to Don R. ...

This instrument was prepared by.

86 40671
Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

of the Law Offices of
BORNSTEIN & PETREE
125 South Court Avenue
ORLANDO, FLORIDA 32801

O.R. 892 PAGE 1981
B.C.S.

This Indenture, Made this 30th day of July 1986, Between

JOANNE SNIDER

of the County of _____, State of _____, grantor*, and

UTILITIES, INC., of FLORIDA, a Florida corporation,

whose post office address is 2335 Sanders Road, Northbrook, Illinois 60062

of the County of _____, State of _____, grantee*

Witnesseth, That said grantor, for and in consideration of the sum of **TEN AND NO/100ths (\$10.00)**

Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lake** County, Florida, to-wit:

The South 35 feet of the West 50 feet of SE 1/4 of SE 1/4 of Section 31, Township 22 South, Range 26 East, Lake County, Florida.

Subject to easement for ingress and egress over, and across South 10 feet thereof.

Subject to mortgages of record.

Subject to taxes for the year 1986.



Oct 6 12 18 PM '86

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written Signed, sealed and delivered in our presence:

Jerome J. Bornstein
H. Mark ...

Joanne Snider
JOANNE SNIDER (Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

JOANNE SNIDER

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of July, 1986.

My commission expires:

Jerome J. Bornstein
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. APR 13, 1988
BONDED THRU GENERAL INS. VNO. J

ORANGES

87 18232

WARRANTY DEED

THIS INDENTURE, Made this 21st day of April, 1987,

REC 9.00
DOC 5.00
CC 3.00

Between FRANKLIN D. LONGENBACH, by and through his Attorney-in-Fact, ROBERT SWENSON, of the County of Monroe, State of Pennsylvania, grantor, and UTILITIES, INC. OF FLORIDA, whose post office address is 200 Weathersfield Avenue, Altamonte Springs, Florida 32701, grantee,

916 PAGE 1489

8/10000

WITNESSETH, That said grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of Lake, State of Florida, to-wit:

ALL THAT REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THE AFOREDESCRIBED PROPERTY IS NOT THE HOMESTEAD OF ANY PERSON WHOMSOEVER.

and said grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Franklin D. Longenbach (SEAL)
Robert Swenson
FRANKLIN D. LONGENBACH, by and through his Attorney-in-Fact:
ROBERT SWENSON

APR 21 1 34 PM '87

Notary Public prepared by
Notary Public, Attorney
Glen Ridge, FL 32736

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared ROBERT SWENSON, as Attorney-in-Fact for FRANKLIN D. LONGENBACH, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of April, 1987.

Glen Ridge
Notary Public

My Commission Expires: Oct. 10, 1989

2

EXHIBIT "A"

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, SAID CORNER ALSO KNOWN AS THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, RUN SOUTH 0°25'07" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 650.15 FEET; THENCE SOUTH 89°34'53" WEST A DISTANCE OF 78.25 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 31°49'34" WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 58°10'26" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 31°49'34" EAST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 58°10'26" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.215 ACRES, MORE OR LESS. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS PURPOSES TO THE ABOVE DESCRIBED PARCEL BEING 20 FEET IN WIDTH, LYING 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, SAID CORNER ALSO KNOWN AS THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, RUN SOUTH 0°25'07" EAST ALONG THE LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 650.15 FEET; THENCE SOUTH 89°34'53" WEST, A DISTANCE OF 33.00 FEET FOR A POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUE SOUTH 89°34'53" WEST A DISTANCE OF 45.25 FEET TO THE POINT OF TERMINUS OF SAID EASEMENT.

BOOK 916 PAGE 1490

STATE OF FLORIDA, COUNTY OF LAKE
I HEREBY CERTIFY, that the above and
going is a true copy of the original
as filed in this office.

WESLEY C. WATKINS, Clerk of the Circuit
Court and County Court

Wesley C. Watkins

Deputy Clerk

APR 21, 1987

REC 5.00 RECEIVED FOR
TF 1.00 EXCISE TAXES
DOC 70 JAMES C. WATKINS
CLERK LAKE CO FL

Prepared by Return for
Cusmins, Mueller & Judson, P.A.
295 E. Hwy. 30, Suite 2, Clermont, FL 34711
Parcel I.D. #:

THIS WARRANTY DEED, Made the 25th day of February, 1994, by
FRANKLIN D. LONGENBACH, FRANKIE A. LONGENBACH and SALVATORE CHECHO,
hereinafter called the Grantor, to UTILITIES SERVICES, INC.,
hereinafter called the Grantee, whose address is 2335 Sanders Rd.,
North Brook, Illinois 60062.

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

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

Tract B, VISTAS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 29, Pages 76 and 77, Public Records of Lake County, Florida.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1993.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Ronda L. Mertzler
Witness Signature

Ronda L. Mertzler
Printed Name

Donnie L. Paukes
Witness Signature

Donnie L. Paukes
Printed Name

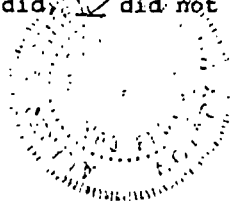
Franklin D. Longenbach
FRANKLIN D. LONGENBACH
P. O. Box 307
Broadheadsville, PA 18322

Frankie A. Longenbach
FRANKIE A. LONGENBACH
P. O. Box 307
Broadheadsville, PA 18322

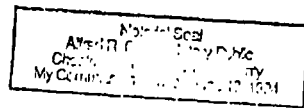
Salvatore Checho
SALVATORE CHECHO
P. O. Box 307
Broadheadsville, PA 18322

STATE OF PENNSYLVANIA
COUNTY OF ALLEGANY

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared FRANKLIN D. LONGENBACH, FRANKIE A. LONGENBACH and SALVATORE CHECHO, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and who are personally known to me or produced as identification and who did not take an oath.



[Signature]
NOTARY PUBLIC
My Commission Expires:



96 17085

WELL LOTS
VISTAS

IF 1.50 EXCISE TAXES
MORT DFC 0
TAXD MCC .70
INT 0
JANIS C. WATSON, CLERK LAKE CO FL
BY R DC

Ⓢ

Prepared By/Return To:
Cummins, Mueller & Judson, P.A.
295 E. Hwy. 50, Clermont, FL 34711
Grantee: J.S.P.
Parcel I.D. #:

THIS WARRANTY DEED, Made the 10 day of December ¹⁹⁹⁶ ~~1995~~, by FRANKLIN D. LONGENBACH, FRANKIE A. LONGENBACH and SALVATORE CHECHO, hereinafter called the Grantor, to UTILITIES SERVICES, INC., whose address is 2335 Sanders Rd., North Brook, Illinois 60062, hereinafter called the Grantee.

OR
BOOK 1423 PAGE 893

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

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

Lots 63, 64 and 65, FIRST ADDITION TO THE VISTAS, a subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book 30, Pages 52 through 54, Public Records of Lake County, Florida, and all real property lying between Lots 64 and 65, including the water plant site.

THE PROPERTY BEING CONVEYED HEREIN IS NOT THE HOMESTEAD PROPERTY OF THE GRANTORS. THE PROPERTY BEING CONVEYED HEREIN ARE VACANT LOTS AND ARE ALSO UNBUILDABLE.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of aid land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1995.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature

Pamela S. BonJorn
Printed Name

[Signature]
Witness Signature

ANITA A. GAUGHAN
Printed Name

[Signature]
Witness Signature

Alfred K. [Name]
Printed Name

[Signature]
Witness Signature

Donnie L. Paulles / Jovene D. Smith
Printed Name

[Signature]
Franklin D. Longenbach
P. O. Box 307
Broadheadsville, PA 18322

[Signature]
Frankie A. Longenbach
P. O. Box 307
Broadheadsville, PA 18322

[Signature]
Salvatore Checho
P. O. Box 307
Broadheadsville, PA 18322

STATE OF PENNSYLVANIA
COUNTY OF JUNIATA

I hereby certify that on this 10 day of December, 1996, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared FRANKIE A. LONGENBACH and SALVATORE CHECHO, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and who is X personally known to me or produced as identification and who did, X did not take an oath.

[Signature]
NOTARY PUBLIC
My Commission Expires:

NOTARIAL SEAL
RONDA L. MEITZLER, Notary Public
Chestnut Hill Twp., Monroe County
My Commission Expires May 18, 1995

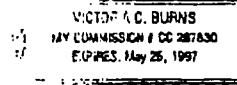
NOT
C
1996

STATE OF FLORIDA
COUNTY OF LAKE

BOOK 1423 PAGE 894

I hereby certify that on this 7th day of December, 1995, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared FRANKLIN D. LONGENBACH, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and who is personally known to me or produced _____ as identification and who did, did not take an oath.

Victor C Burns
NOTARY PUBLIC
My Commission Expires:



89 14009

REC-000
DOC-000
TF-150

This instrument was prepared by
Amette Kirk,
Name DENNIS L. HORTON, P.A.
Address 900 W. Hwy. 50
Clermont, Florida 32711

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

BOOK 1004 PAGE 0411

This Indenture, Made this 17 day of March 19 89. Between

FRANKLIN D. LONGENBACH, a married man, FRANKIE A. LONGENBACH, a married man, and SALVATORE CHECO, a married man
of the County of MONROE, State of PENNSYLVANIA, grantor*, and
UTILITIES, INC., of FLORIDA

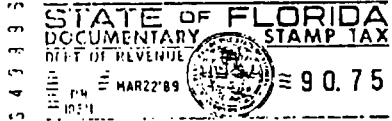
whose post office address is 2335 Sanders Road, Northbrook

of the County of _____, State of ILLINOIS 60062, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of

Ten and No/100-----(\$10.00) Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in LAKE County, Florida, to-wit:

AS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.



Mar 22 10 42 AM '89

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

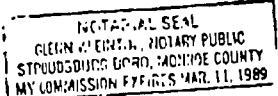
In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence.

Donna R. Clewley (Seal)
Franklin D. Longenbach (Seal)
Frankie A. Longenbach (Seal)
Salvatore Checo (Seal)

STATE OF FLA.
COUNTY OF MONROE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Franklin D. Longenbach, a married man, Frankie A. Longenbach, a married man, and Salvatore Checo, a married man to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same
WITNESS my hand and official seal in the County and State last aforesaid this 17th day of March 19 89.

My commission expires:



[Signature]
Notary Public

EXHIBIT "A"

BOOK 1004 PAGE 0412

TO BE ATTACHED TO AND MADE A PART OF THAT CERTAIN WARRANTY DEED FROM Franklin D. Longenbach, a married man, Frankie A. Longenbach, a married man, and Salvatore Checo, a married man, to UTILITIES INC., of FLORIDA.

From the most Southwesterly corner of Lot 21, VISTAS SUBDIVISION, as recorded in Plat Book 29, Pages 76 and 77, Public Records of Lake County, Florida, and run thence North 03° 25' 15" East along the most Westerly lines of Lots 20 and 21 of said VISTAS SUBDIVISION a distance of 147.32 feet for a point of beginning; continue thence along the West line of Lots 19 and 20, said VISTAS SUBDIVISION 75.88 feet; thence South 88° 19' 30" West 144.04 feet to a point on the East line of VISTA DEL SOL CIRCLE; thence South 01° 40' 30" East along said East line of VISTA DEL SOL CIRCLE 63.97 feet to the point of curvature of a curve, said curve concave to the West and a radius of 233.00 feet; thence Southwesterly along the arc of said curve thru a central angle of 02° 51' 26" a distance of 11.62 feet; thence North 88° 19' 30" East 137.59 feet to the Point of Beginning and Point of Terminus.

Subject to conditions, restrictions, easements, limitations and zoning ordinances of record, if any, and taxes for the year 1989 and all subsequent years.

THIS IS NOT HOMESTEAD PROPERTY OF GRANTOR

104
104
104

90 23942

11...
DOC. 55

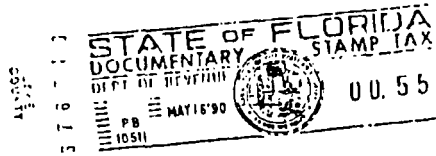
BOOK 1058 PAGE 1710

Four Lakes

~~Notary Public~~
Name TOM K. DOUGHERTY, P.A. *1.00*
Address 501 Almond St.
Clermont, FL 34711

Property Appraiser's
Parcel Identification No

This instrument was prepared by:
Name Tom K. Dougherty, P.A.
Address 501 Almond St.
Clermont, FL 34711



Grantee SS No. _____
Grantee SS No. _____

[Space above this line for recording data.]

WARRANTY DEED (STATUTORY FORM — SECTION 689.02, F.S.)

This Indenture, made this 1st day of May 19 90, Between

FOUR LAKES UTILITY COMPANY, INC., a Florida corporation,
of the County of Lake State of Florida, grantor*, and
Lake Utility Services, Inc.
whose post office address is 200 Weathersfield Avenue, Altamonte Springs
of the County of Seminole State of Florida, grantee*.

Witnesseth that said grantor, for and in consideration of the sum of
-----Ten and no/100----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following
described land, situate, lying and being in Lake County, Florida, to-wit:

Tract "A" of FOUR LAKES SUBDIVISION, according to the plat thereof,
as recorded in Plat Book 25, Pages 95-97, Public Records of Lake
County, Florida.

In addition, Grantor hereby quitclaims, releases, assigns, and
transfers to Grantee, all of its right, title and interest in any
and all utility easements, the water systems, pipes, hydrants,
pumps, wells, and appurtenances to the water supply system in the
above-described subdivision and all of its right, title and
interest in that Agreement dated June 7, 1985, and filed in Lake
County Circuit Court Case No. 81 403-CA-01, for providing water
service to Harbar Oaks Subdivision, Plat Book 27, Page 31, Public
Records of Lake County, Florida.

(Agreement referred to above recorded 2/25/85 in O. R. Book 852,
Page 1254, Public Records of Lake County, Florida.)

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Tom K. Dougherty
Doris S. Galloway

FOUR LAKES UTILITY COMPANY, INC.
By: *Gee Gee Franklin* (Seal)
Gee Gee Franklin, President (Seal)
(Seal)
(Seal)

MAR 16 10 46 AM '90

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared
GEE GEE FRANKLIN, President of Four Lake Utility Company, Inc., a
Florida corporation, on behalf of the corporation
to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that
s/he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of May, 19 90

My commission expires: NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXP. FEB. 26, 1992
Notary Public

91 21374

This Warranty Deed Made the 26th day of April A. D. 19 91 by Charlie Squibb and Gladys H. Squibb, his wife, hereinafter called the grantor, to Lake Utility Services, Inc. a corporation existing under the laws of the State of Florida with its permanent postoffice address at 200 Weathersfield Ave., Altamonte Springs, FL 32714 hereinafter called the grantee;

BOOK 1105 PAGE 1947

REC. 5.00 ST. 55.00

TF#103

(Wherever used herein the terms "grantee" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

Tract A in Lake Saunders Acres, a subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book 27, page 47, Public Records of Lake County, Florida.

Subject to easements and restrictions of record.



Mar 30 3 40 PM '91

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 90.

In Witness Whereof, the said grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Handwritten signatures of witnesses: [Signature 1] and [Signature 2]

Charlie Squibb (L.S.) Gladys H. Squibb (L.S.)

STATE OF FLORIDA, COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charlie Squibb and Gladys H. Squibb, his wife,

to me known to be the person or persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 26th day of April, A. D. 19 91.

Notary Public Seal: [Signature] NOTARY PUBLIC MY COMMISSION EXPIRES 1-1-1994 (NOTARY SEAL)

This Instrument prepared by: RUGER RICE, ATTORNEY AT LAW Address 14229 US HWY 441 TAVARES, FLORIDA 32778

Know All Men by These Presents, That Charlie Squibb and Gladys H.

Squibb, his wife
of the City of Tavares, in the County of Lake
and State of Florida, parties of the first part, for and in consideration of the sum of
Ten and No/100 ----- Dollars

lawful money of the United States, to them paid by Lake Utility Services, Inc.,
of 200 Weathersfield Ave., Altamonte Springs, FL 32714 party of the second
part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and delivered,
and by these presents do grant, bargain, sell, transfer and deliver unto the said party of the second
part, its executors, administrators and assigns, the following
goods and chattels:

All water assets, equipment, fixtures, two on-line wells, one 10,000
gallon pneumatic storage tank, complete water distribution system and
all other water facilities located in Lake Saunders Acres, Lake
County, Florida.

To Have and to Hold the same unto the said party of the second part, its
executors, administrators and assigns forever.

AND we do, for ourselves and our heirs, executors
and administrators, covenant to and with the said party of the second part, its executors,
administrators and assigns, that we are the lawful owners of the said goods and
chattels; that they are free from all encumbrances; that we have good right to sell the
same aforesaid, and that we will warrant and defend the sale of the said property, goods and
chattels hereby made, unto the said party of the second part its executors,
administrators and assigns against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, We have hereunto set our hands and
seals this 26th day of April, one thousand nine hundred and ninety one.

Signed, sealed and delivered in presence of us:

James C. Hawthorn
State of Florida,

Charlie Squibb (SEAL)
Gladys H. Squibb (SEAL)

County of LAKE

I Herby Certify that on this day personally appeared before me, an officer duly authorized to
administer oaths and take acknowledgements, Charlie Squibb and Gladys H. Squibb,
his wife
to me well known to be the person as described in and who executed the foregoing Bill of Sale, and they
acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal at Tavares,
County of Lake and State of Florida, this 26th day of April
A.D. 19 91.

4-1-1994
My commission expires:

James C. Hawthorn
Notary Public, State of Florida

REC 500
DOC 500

THIS INSTRUMENT PREPARED BY:
RICHARD W. LANGLEY, ESQ.
P.O. Box 188
Clermont, Florida 32711

87 4541

WARRANTY DEED

THIS INDENTURE, Made this 3rd day of November, 1986,
BETWEEN BENJAMIN P. BLACKBURN and CATHERINE L. BLACKBURN,
his wife of the County of LAKE, State of FLORIDA,
GRANTORS, and

UTILITIES, INC., OF FLORIDA
whose post office address is: 200 Weathersfield Ave.
Altamonte Springs, Florida 32701
of the County of Seminole, State of Florida,
GRANTEE,

WITNESSETH: That said grantor, for and in consideration
of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other
good and valuable consideration to said grantor in hand
paid by said grantee, the receipt whereof is hereby
acknowledged has granted, bargained and sold to the said
grantee, and the grantee's heirs and assigns forever, the
following described land, situate, lying and being in
LAKE County, Florida, to-wit:

TRACT C, HIGHLAND POINT, according to the Plat
thereof as recorded in Plat Book 28, page 30,
Public Records of Lake County, Florida.

and said grantor does hereby fully warrant the title to
said land, and will defend the same against the lawful
claims of all persons whomsoever.

GRANTOR AND GRANTEE are used for singular or
plural, as context requires.

IN WITNESS WHEREOF, GRANTOR has hereunto set grantor's
hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

Anne S. Pagan

Benjamin P. Blackburn
BENJAMIN P. BLACKBURN

Marcia H. Hodson

Catherine L. Blackburn
CATHERINE L. BLACKBURN

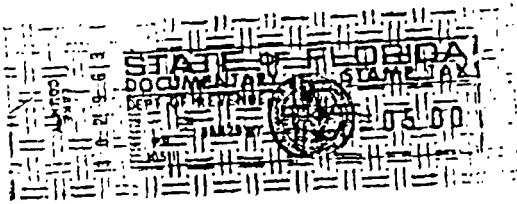
JAN 29 10 57 AM '87

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me an
officer duly authorized in the State aforesaid and in the
County aforesaid to take acknowledgements, personally
appeared BENJAMIN P. BLACKBURN and CATHERINE L.
BLACKBURN, to me known to be the person described in and
who executed the foregoing instrument and they
acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County
and State last aforesaid this 3rd day of November, 1986.

Anne S. Pagan
NOTARY PUBLIC
MY COMMISSION EXPIRES: 4-11-89
(SEAL)



This Warranty Deed Made and executed the _____ day of September A D 19 88 by

LAKE UTILITY SERVICES, INC., a Florida Corporation
a corporation existing under the laws of Florida, and having its principal place of
business at P. O. Box 786, Clermont, Florida 32711
hereinafter called the grantor, to

UTILITIES, INC. OF FLORIDA, a Florida Corporation
whose postoffice address is 200 Weathersfiled Ave., Altamonte Springs, FL 32714
hereinafter called the grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties in this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Lake
County, Florida, viz

Tract "C", CRESCENT BAY, a Subdivision in Lake
County, Florida, as recorded in Plat Book 28, pages
98, 99 and 100, Public Records of Lake County,
Florida.

Included in this conveyance are all structures and
equipment presently located on the property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;
and that said land is free of all encumbrances

(CORPORATE SEAL)

In Witness Whereof the grantor has caused these presents to
be executed in its name, and its corporate seal to be hereunto affixed, by its
proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Gloria L. Oswalt
GLORIA L. OSWALT Secretary

LAKE UTILITY SERVICES, INC.

Signed, sealed and delivered in the presence of:

Christine S. Stalaker
Anna S. Bughley

By: R. E. Oswalt, pres
R. E. OSWALT President

STATE OF Florida
COUNTY OF Lake

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared R. E. Oswalt and Gloria L. Oswalt

well known to me to be the President and Secretary respectively of the corporation named as grantor
in the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of September, A D. 19 88

This instrument prepared by:
Address

GEORGE E. HOVIS
Attorney at Law
Post Office Drawer
Clermont, FL 32711

Anna S. Bughley
My Commission Expires
July 22, 1990

EXHIBIT "D"

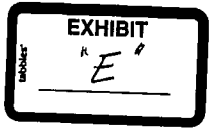
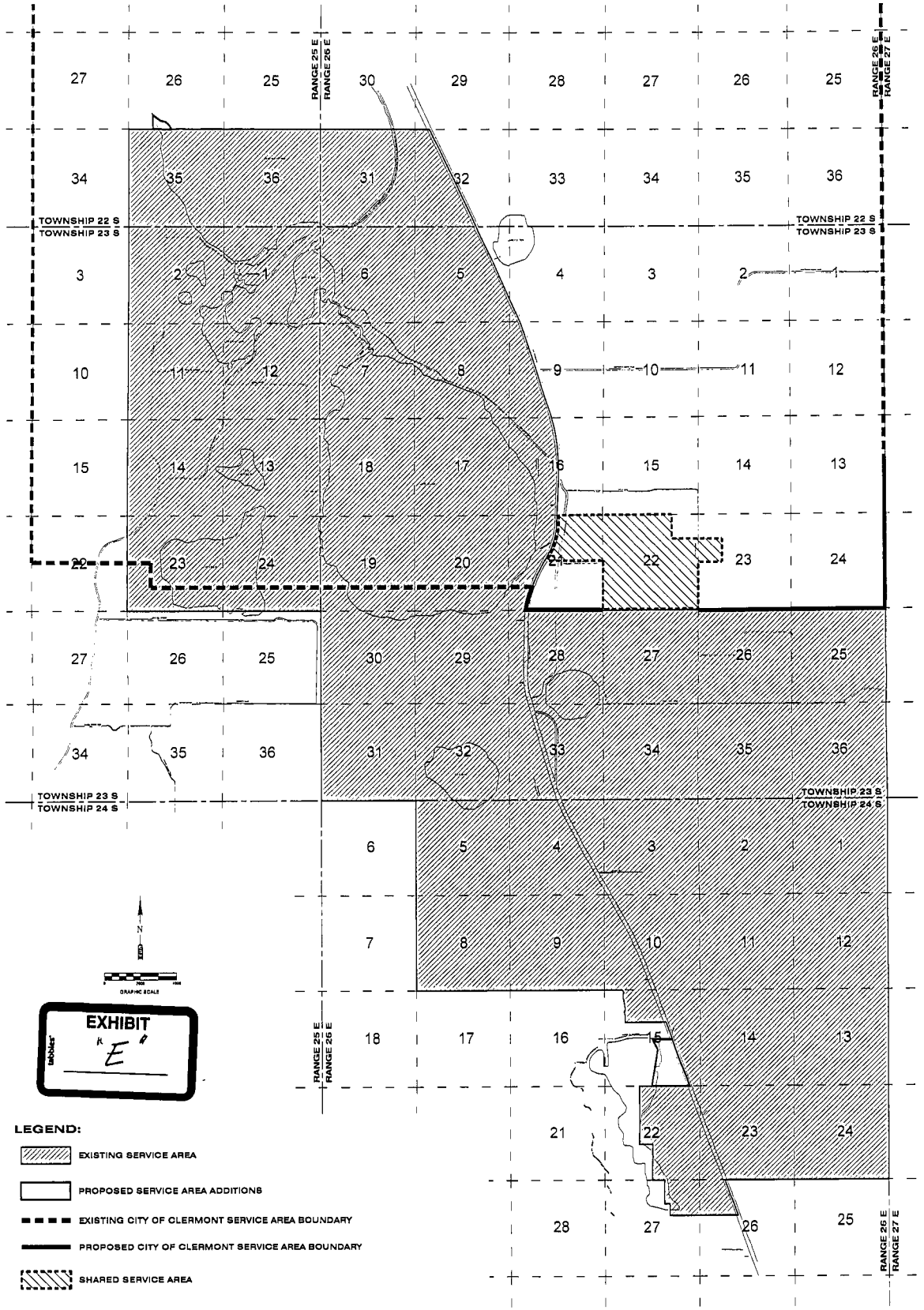
(DESCRIPTION OF SERVICE AREA INCLUDING EXTENSION AREA)

A tract of land lying in Township 22 South, Range 25 East; Township 22 South, Range 26 East; Township 23 South, Range 25 East; Township 23 South, Range 26 East and Township 24 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Section 35, Township 22 South, Range 25 East; thence North along the West line of Section 35 to the Northwest corner of said Section; thence East along the North line of Section 35 for 1320 feet; thence North 680 feet to the South shore of Lake Minnehaha; thence South 60° East along said shore line for 1250 feet; thence East along the North line of Section 36, Township 22 South, Range 25 East and Sections 31 and 32, Township 22 South, Range 26 East to the centerline of U.S. Highway # 27; thence Southerly along the centerline of U.S. Highway # 27 to a point lying on the North line of Section 28, Township 23 South, Range 26 East; thence East along the North line of Sections 28, 27, 26 and 25 to the Northeast corner of said Section 25; thence South along the East line of Range 26 East to the Southeast corner of Section 24, Township 24 South, Range 26 East; thence West along the South line of Section 24 and 23 to the centerline of U.S. Highway # 27; thence South along said centerline of U.S. Highway # 27 to the South line of the North ½ of the South ½ of the Northwest ¼ of Section 26, Township 24 South, Range 26 East; thence West along the aforesaid South line to the West line of Section 26, Township 24 South, Range 26 East; thence West along the South line of the North ½ of the Southeast ¼ of the Northeast ¼ of Section 27, Township 24 South, Range 26 East to the Southwest corner of the North ½ of the Southeast ¼ of the Northeast ¼ of said Section 27; thence North along the West line of the Southeast ¼ of the Northeast ¼ of said Section 27 to the Southeast corner of the Northwest ¼ of the Northeast ¼ of said Section 27; thence West along the South line of the Northwest ¼ of the Northeast ¼ of Section 27 to the Southwest corner of the East ½ of the Northwest ¼ of the Northeast ¼ of said Section 27; thence North along the West line of the East ½ of the Northwest ¼ of the Northeast ¼ of said Section 27 to the South line of Section 22, Township 24 South, Range 26 East; thence West along the South line of said Section 22 to the Southwest corner of the Southeast ¼ of said Section 22; thence North along the West line of the Southeast ¼ of said Section 22 to the Southeast corner of the Northeast ¼ of the Northeast ¼ of the Southwest ¼ of said Section 22; thence West to the Southwest corner of the Northeast ¼ of the Northeast ¼ of the Southwest ¼ of said Section 22; thence North to the Northwest corner of the Northeast ¼ of the Northeast ¼ of the Southwest ¼ of said Section 22; thence North along the West line of the East ¼ of the Northwest ¼ of said Section 22 to the Northwest corner of the Northeast ¼ of the Northeast ¼ of the Northwest ¼ of said Section 22; thence East along the North line of said Section 22 for 600 feet; thence North 08° East for 2000 feet; thence North 27° West for 600 feet; thence East 1100 feet to the centerline of U.S. Highway # 27; thence Northerly along said centerline to the Southeast corner of the McPherson Property; said corner being 1892.7 feet, more or less, South of the North line of said Section 15 as measured along the centerline of U.S. Highway # 27; thence West along the South line of the McPherson Property a distance of 2265 feet, more or less, to existing wetlands; thence Northerly along the East Boundary of said wetlands to the North line of said Section 15; thence West along the North line of Sections 15, 16 and 17, Township 24 South, Range 26 East to the Southwest corner of Section 8, Township 24 South, Range 26 East; thence North along the West line of Sections 8 and 5, Township 24 South, Range 26 East to the Northwest corner of said Section 5; thence West along the North line of Section 6, Township 24 South, Range 26 East to the Northwest corner of said Section 6; thence North along the West line of Sections 31 and 30, Township 23 South, Range 26 East to the Northwest corner of said Section 30; thence West along the South line of Sections 24 and 23, Township 23 South, Range 25 East to the Southwest corner of Section 23; thence North along the West line of Sections 23, 14, 11 and 2, Township 23 South, Range 25 East to the Southwest corner of Section 35, Township 22 South, Range 25 East and the POINT OF BEGINNING

EXHIBIT "E"

(Map of Service Area)



LEGEND:

- EXISTING SERVICE AREA
- PROPOSED SERVICE AREA ADDITIONS
- EXISTING CITY OF CLERMONT SERVICE AREA BOUNDARY
- PROPOSED CITY OF CLERMONT SERVICE AREA BOUNDARY
- SHARED SERVICE AREA

EXHIBIT 1	LAKE UTILITY SERVICES, INC. PROPOSED SERVICE AREA ADDITIONS	Activity Name Date	Drawn by: BNR 4/2004	Checked by: TEM 4/2004	Approved by: BNR 12/2004	Revision	Scale	Drawn Date: 4/2004	Checked Date: 10/2004	Approved Date: 8/2004	 cph Professional Engineers Landscape Architects Surveyors Construction Management 1111 East Lake Road, Suite 1100 Lake City, FL 32225 Phone: 407-351-1000
	UTILITIES INC. OF FLORIDA	Project No. 04-001	Drawn by: BNR 4/2004	Checked by: TEM 4/2004	Approved by: BNR 12/2004	Revision	Scale	Drawn Date: 4/2004	Checked Date: 10/2004	Approved Date: 8/2004	

EXHIBIT "F"

**(DESCRIPTION OF CAPACITIES OF WATER AND WASTEWATER FACILITIES SERV-
ING CERTIFICATED AREA)**

APPLICATION FOR AMENDMENT OF CERTIFICATE

Extension of Service Area Certificate

Lake Groves Utilities, Inc.
Water Certificate No. 534-W
Wastewater Certificate No. 465-S

Lake Utility Services, Inc.
Water Certificate No. 496-W

Lake Groves Utilities, Inc. Potable Water System:

The capacity of the existing potable water distribution system is 2,220 ERC's.
The capacity of the existing potable water treatment system is 3,702 ERC's.
The design capacity of the proposed potable water treatment system is 2,057 ERC's (expansion to be completed in 2003).
The design capacity of the proposed potable water system extension is a projected 4,000ERC's.

Lake Groves Utilities, Inc. Non-Potable Water System:

The capacity of the existing non-potable water distribution system is 350 ERC's.
The capacity of the existing non-potable water treatment system is 0 ERC's.
The non-potable water treatment system is scheduled for design and permitting in the next 6-9 months. Construction the wastewater treatment plant facility improvements needed to provide non-potable water service is planned for mid-2003 to early 2004. ERC capacity has been determined to be 2,000 residential units.
The design capacity of the proposed non-potable water system extension is an estimated 2,000 ERC's.

Lake Groves Utilities, Inc. Wastewater System:

The capacity of the existing wastewater collection system is 2,220 ERC's.
The capacity of the existing wastewater treatment plant system is 1785 ERC's.
The design capacity of the proposed wastewater treatment plant system is 1,785 ERC's (0.50 MGD).
The design capacity of the proposed wastewater collection system extension is an estimated 4,000ERC's.

Lake Utility Services, Inc. Potable Water System

The capacity of the existing potable water distribution system is 3,650 ERC's.
The capacity of the existing potable water treatment system is 4,929 ERC's.
The design capacity of the proposed potable water treatment plant system is 0 ERC's.
The design capacity of the proposed potable water distribution extension is 1,500 ERC's.

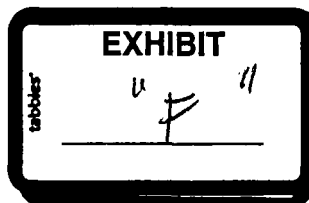


EXHIBIT "G"
(2002 FINANCIAL STATEMENTS)

UTILITY NAME: LAKE UTILITY SERVICES INC

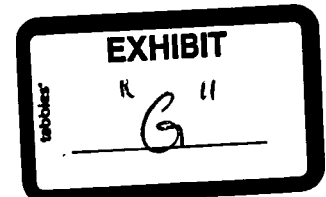
YEAR OF REPORT
31-Dec-02

COMPARATIVE BALANCE SHEET

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
UTILITY PLANT				
101-106	Utility Plant	F-7	\$ 18,958,240	\$ 20,480,655
108-110	Less: Accumulated Depreciation and Amortization	F-8	1,609,230	1,986,978
Net Plant			\$ 17,349,010	\$ 18,493,677
114-115	Utility Plant Acquisition adjustment (Net)	F-7	(48,957)	-
116 *	Other Utility Plant Adjustments			
Total Net Utility Plant			\$ 17,300,053	\$ 18,493,677
OTHER PROPERTY AND INVESTMENTS				
121	Nonutility Property	F-9	\$	\$
122	Less: Accumulated Depreciation and Amortization			
Net Nonutility Property			\$	
123	Investment In Associated Companies	F-10		
124	Utility Investments	F-10		
125	Other Investments	F-10		
126-127	Special Funds	F-10		
CURRENT AND ACCRUED ASSETS				
131	Cash		\$	\$ -
132	Special Deposits	F-9	3,740	3,740
133	Other Special Deposits	F-9		
134	Working Funds			
135	Temporary Cash Investments			
141-144	Accounts and Notes Receivable, Less Accumulated Provision for Uncollectible Accounts	F-11	275,157	296,880
145	Accounts Receivable from Associated Companies	F-12	619,469	281,528
146	Notes Receivable from Associated Companies	F-12	-	
151-153	Material and Supplies			
161	Stores Expense			
162	Prepayments			
171	Accrued Interest and Dividends Receivable			
172 *	Rents Receivable			
173 *	Accrued Utility Revenues			
174	Misc. Current and Accrued Assets	F-12		
Total Current and Accrued Assets			\$ 898,366	\$ 582,148

* Not Applicable for Class B Utilities

F-1(a)



**COMPARATIVE BALANCE SHEET
ASSETS AND OTHER DEBITS**

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
DEFERRED DEBITS				
181	Unamortized Debt Discount & Expense	F-13	\$ _____	\$ _____
182	Extraordinary Property Losses	F-13	_____	_____
183	Preliminary Survey & Investigation Charges		_____	_____
184	Clearing Accounts		_____	_____
185 *	Temporary Facilities		_____	_____
186	Misc. Deferred Debits	F-14	71,034	8,698
187 *	Research & Development Expenditures		_____	_____
190	Accumulated Deferred Income Taxes		167,858	353,685
Total Deferred Debits			\$ 238,892	\$ 362,383
TOTAL ASSETS AND OTHER DEBITS			\$ 18,437,311	\$ 19,438,208

* Not Applicable for Class B Utilities

NOTES TO THE BALANCE SHEET

The space below is provided for important notes regarding the balance sheet.

COMPARATIVE BALANCE SHEET
EQUITY CAPITAL AND LIABILITIES

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
EQUITY CAPITAL				
201	Common Stock Issued	F-15	\$ 300	\$ 300
204	Preferred Stock Issued	F-15		
202,205 *	Capital Stock Subscribed			
203,206 *	Capital Stock Liability for Conversion			
207 *	Premium on Capital Stock			
209 *	Reduction in Par or Stated Value of Capital Stock			
210 *	Gain on Resale or Cancellation of Reacquired Capital Stock			
211	Other Paid - In Capital		7,092,042	7,407,529
212	Discount On Capital Stock			
213	Capital Stock Expense			
214-215	Retained Earnings	F-16	876,675	1,299,085
216	Reacquired Capital Stock			
218	Proprietary Capital (Proprietorship and Partnership Only)			
Total Equity Capital			\$ 7,969,017	\$ 8,706,914
LONG TERM DEBT				
221	Bonds	F-15		
222 *	Reacquired Bonds			
223	Advances from Associated Companies	F-17		
224	Other Long Term Debt	F-17		
Total Long Term Debt			\$ -	\$ -
CURRENT AND ACCRUED LIABILITIES				
231	Accounts Payable		171,480	177,310
232	Notes Payable	F-18	-	
233	Accounts Payable to Associated Companies	F-18	538,563	-
234	Notes Payable to Associated Companies	F-18		
235	Customer Deposits		137,216	150,205
236	Accrued Taxes	W/S-3	91,875	54,295
237	Accrued Interest	F-19	(17,238)	(17,238)
238	Accrued Dividends			
239	Matured Long Term Debt			
240	Matured Interest			
241	Miscellaneous Current & Accrued Liabilities	F-20		
Total Current & Accrued Liabilities			\$ 921,896	\$ 364,572

* Not Applicable for Class B Utilities

UTILITY NAME: LAKE UTILITY SERVICES INC

YEAR OF REPORT
31-Dec-02

COMPARATIVE BALANCE SHEET
EQUITY CAPITAL AND LIABILITIES

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
DEFERRED CREDITS				
251	Unamortized Premium On Debt	F-13	\$ _____	\$ _____
252	Advances For Construction	F-20	38,400	38,400
253	Other Deferred Credits	F-21	_____	_____
255	Accumulated Deferred Investment Tax Credits		11,110	19,016
Total Deferred Credits			\$ <u>49,510</u>	\$ <u>57,416</u>
OPERATING RESERVES				
261	Property Insurance Reserve		\$ _____	\$ _____
262	Injuries & Damages Reserve		_____	_____
263	Pensions and Benefits Reserve		_____	_____
265	Miscellaneous Operating Reserves		_____	_____
Total Operating Reserves			\$ <u>-</u>	\$ <u>-</u>
CONTRIBUTIONS IN AID OF CONSTRUCTION				
271	Contributions in Aid of Construction	F-22	\$ 10,115,028	\$ 11,124,623
272	Accumulated Amortization of Contributions in Aid of Construction	F-22	1,058,177	1,327,314
Total Net C.I.A.C.			\$ <u>9,056,851</u>	\$ <u>9,797,309</u>
ACCUMULATED DEFERRED INCOME TAXES				
281	Accumulated Deferred Income Taxes - Accelerated Depreciation		\$ 379,465	\$ 470,063
282	Accumulated Deferred Income Taxes - Liberalized Depreciation		_____	_____
283	Accumulated Deferred Income Taxes - Other		60,572	41,934
Total Accumulated Deferred Income Tax			\$ <u>440,037</u>	\$ <u>511,997</u>
TOTAL EQUITY CAPITAL AND LIABILITIES			\$ <u>18,437,311</u>	\$ <u>19,438,208</u>

COMPARATIVE OPERATING STATEMENT

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR * (e)
UTILITY OPERATING INCOME				
400	Operating Revenues	F-3(b)	\$ 2,131,484	\$ 2,196,942
469, 530	Less: Guaranteed Revenue and AFPI	F-3(b)	125,046	-
Net Operating Revenues			\$ 2,006,438	\$ 2,196,942
401	Operating Expenses	F-3(b)	\$ 812,727	\$ 1,040,334
403	Depreciation Expense:	F-3(b)	\$ 321,357	\$ 472,963
	Less: Amortization of CIAC	F-22	(255,117)	(269,137)
Net Depreciation Expense			\$ 66,240	\$ 203,826
406	Amortization of Utility Plant Acquisition Adjustment	F-3(b)	(2,231)	-
407	Amortization Expense (Other than CIAC)	F-3(b)	3,167	3,205
408	Taxes Other Than Income	W/S-3	207,698	361,940
409	Current Income Taxes	W/S-3	471,248	222,513
410.10	Deferred Federal Income Taxes	W/S-3	(147,226)	(73,529)
410.11	Deferred State Income Taxes	W/S-3	(40,382)	(30,738)
411.10	Provision for Deferred Income Taxes - Credit	W/S-3	-	-
412.10	Investment Tax Credits Deferred to Future Periods	W/S-3	-	-
412.11	Investment Tax Credits Restored to Operating Income	W/S-3	-	-
Utility Operating Expenses			\$ 1,371,241	\$ 1,727,551
Net Utility Operating Income			\$ 635,197	\$ 469,391
469, 530	Add Back: Guaranteed Revenue and AFPI	F-3(b)	125,046	-
413	Income From Utility Plant Leased to Others		-	-
414	Gains (losses) From Disposition of Utility Property		-	-
420	Allowance for Funds Used During Construction		232,301	207,294
Total Utility Operating Income [Enter here and on Page F-3(c)]			\$ 992,544	\$ 676,685

* For each account, Column e should agree with Columns f, g and h on F-3(b)

COMPARATIVE OPERATING STATEMENT (Cont'd)

WATER SCHEDULE W-3 * (f)	WASTEWATER SCHEDULE S-3 * (g)	OTHER THAN REPORTING SYSTEMS (h)
\$ 1,627,914	\$ 569,028	\$ -
-		
\$ 1,627,914	\$ 569,028	\$ -
\$ 773,200	\$ 267,134	\$ -
313,830	159,133	-
(193,800)	(75,337)	
\$ 120,030	\$ 83,796	\$ -
-	-	-
2,937	268	-
310,495	51,445	-
191,718	30,795	-
(63,353)	(10,176)	-
(26,484)	(4,254)	-
-	-	-
-	-	-
-	-	-
\$ 1,308,543	\$ 419,008	\$ -
\$ 319,371	\$ 150,020	\$ -
-	-	-
-	-	-
-	-	-
198,584	8,710	-
\$ 517,955	\$ 158,730	\$ -

* Total of Schedules W-3 / S-3 for all rate groups.

COMPARATIVE OPERATING STATEMENT (Cont'd)

ACCT. NO. (a)	ACCOUNT NAME (b)	REF. PAGE (c)	PREVIOUS YEAR (d)	CURRENT YEAR (e)
Total Utility Operating Income [from page F-3(a)]			\$ 992,544	\$ 676,685
OTHER INCOME AND DEDUCTIONS				
415	Revenues-Merchandising, Jobbing, and Contract Deductions		\$ _____	\$ _____
416	Costs & Expenses of Merchandising Jobbing, and Contract Work		_____	_____
419	Interest and Dividend Income		(4,769)	(2,462)
421	Nonutility Income		_____	_____
426	Miscellaneous Nonutility Expenses		-	-
Total Other Income and Deductions			\$ (4,769)	\$ (2,462)
TAXES APPLICABLE TO OTHER INCOME				
408.20	Taxes Other Than Income		\$ _____	\$ _____
409.20	Income Taxes		_____	_____
410.20	Provision for Deferred Income Taxes		_____	_____
411.20	Provision for Deferred Income Taxes - Credit		_____	_____
412.20	Investment Tax Credits - Net		_____	_____
412.30	Investment Tax Credits Restored to Operating Income		_____	_____
Total Taxes Applicable To Other Income			\$ -	\$ -
INTEREST EXPENSE				
427	Interest Expense	F-19	\$ 280,844	\$ 251,813
428	Amortization of Debt Discount & Expense	F-13	_____	_____
429	Amortization of Premium on Debt	F-13	_____	_____
Total Interest Expense			\$ 280,844	\$ 251,813
EXTRAORDINARY ITEMS				
433	Extraordinary Income		\$ _____	\$ _____
434	Extraordinary Deductions		_____	_____
409.30	Income Taxes, Extraordinary Items		_____	_____
Total Extraordinary Items			\$ -	\$ -
NET INCOME			\$ 706,931	\$ 422,410

Explain Extraordinary Income:
NONE

EXHIBIT "H"

List of Operators

James Houston	W/12901	WW/13204
Daniel Sherwood	W/8570	WW/4370
Dave Shoffstall	W/7799	WW/8045
Daniel Anderson	W/7141	WW/8122
Chuck Schwades	W/7368	WW/7747
Steve Pfouts		WW/9509

APPLICATION FOR AMENDMENT OF CERTIFICATE

Extension of Service Area Certificate

Lake Groves Utilities, Inc.
Water Certificate No. 534-W
Wastewater Certificate No. 465-S

Lake Utility Services, Inc.
Water Certificate No. 496-W

The most recent construction and operating permits for Lake Groves Utilities, Inc. are as follows:

Potable Water System

Treatment Plant Operating Permit: PWS ID 3354881 Issued 12/12/1991.
Treatment Plant Construction Permit: WC-35-0080594-009 Issued 9/10/1999.

Non-Potable Water System

Treatment Plant Operating Permit: FLA010630 Issued 12/1/1999.
This permit is for land disposal only by rapid infiltration basins, not residential non-potable service. However, FDEP rules classify such basins as reuse systems.
Treatment Plant Construction Permit: N/A

Wastewater System

Treatment Plant Operating Permit: FLA010630 Issued 12/1/1999.
Treatment Plant Construction Permit: N/A

The operating permits for Lake Utility Services, Inc. are as follows:

Potable Water System

Treatment Plant Operating Permits: PWS ID #'s 3351582, 3350153, 3354648, 3354884, 3354773, 3354685, 3354686, 3354690, 3354652, and 3354883. Two outlying systems not connected to the preceding systems have been excluded. Various issue dates beginning in approximately 1989.

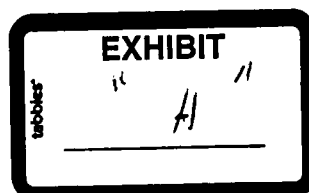


EXHIBIT "I"

(REVISED TARIFF SHEETS)

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 496-W

COUNTY - Lake

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
11459	12/17/82	820821-W	Original Certificate
18469	11/24/87	870998-WU	Extension of Certificate
18469	11/24/87	870999-WU	Extension of Certificate
18508	12/08/87	870057-WU	Amendment
18605	12/24/87	871080-WU	Original Certificate
19100	04/05/88	870057-WU	Consummating Order
21304	06/01/89	890334-WU	Transfer of Majority Stock Ownership
19482	06/10/89	880549-WU	Extension of Certificate
21555	07/17/89	890335-WU	Extension of Certificate
21909	09/19/89	891019-WU	Corrective Order
23839	12/07/90	900645-WU	Amendment
24957	08/21/91	900989-WU	Amendment
25286	11/01/91	910760-WU	Amendment
PSC-92-1369-FOF-WU	11/24/92	920714-WU	Amendment
PSC-02-1658-FOF-WU	11/26/02	020695-WS	Name Change/Merger
PSC-			Territory Extension

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.

WATER TARIFF

(Continued from Sheet No. 3.0-N)

ADDITION No.1

A tract of land lying in Section 26, Township 22 South, Range 25 East, Lake County, Florida, being described as follows:

Commence at the Southwest corner of said Section 26; thence East along the South line of said Section 26 for a distance of 1320 feet to the **POINT OF BEGINNING**; thence North 680 feet to the South shore of Lake Minnehaha; thence South 60° East along said Shoreline for 1250 feet; thence West along the South line of Section 26 for a distance of 1200 feet to the **POINT OF BEGINNING**.

ADDITION No. 2

A tract of land lying in Section 15, Township 24 South, Range 26 East, Lake County, Florida, being described as follows:

Commence at the Southwest corner of said Section 15; thence East along the South line of Section 15 for a distance of 2640 feet to the **POINT OF BEGINNING**; thence North 08° East for 2000 feet; thence North 27° West for 600 feet; thence East 1100 feet to the centerline of U.S. Highway # 27; thence South 22° East along said Highway for 2800 feet; thence West along the South line of said Section 15 for 2000 feet to the **POINT OF BEGINNING**.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Amber Hill		
Lake	Battaglia Properties. Ltd.		
Lake	Bosserman Properties		
Lake	Citrus Highlands		
Lake	Clermont I - Four Winds		
Lake	Clermont II		
Lake	Crescent Bay		
Lake	Crescent West		
Lake	Donric, Inc.		
Lake	Greater Groves		
Lake	Harbor Oaks & Four Lakes		
Lake	Highland Point		
Lake	Holly Hill Property		
Lake	Karst, Inc.		
Lake	Lake Crescent Hills		
Lake	Lake Ridge Club		
Lake	Lake Saunders Acres		
Lake	Lykes Bros., Inc.		
Lake	Oranges, The		
Lake	Sienna Ridge		
Lake	Thousand Trails Property		
Lake	Vista, I & II		
Lake	Weatherly 27/Story Property		
Lake	Mission Park		
Lake	Thompson Place		
	and all other areas for which no other schedule applies		
	General Service		18.0 - 18.1
	Residential Service		19.0 - 19.1
	Multi-Residential		20.0

LAWRENCE SCHUMACHER
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 465-S

COUNTY - Lake

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
24283	3/25/91	900957-WS	Original Certificate
PSC-92-1328-FOF-WS	11/16/92	920900-WS	Amendment
PSC-94-0116-FOF-WS	1/31/94	931000-WS	Amendment
PSC-99-0164-FOF-WS	1/26/99	980958-WS	Transfer
PSC-99-0844-FOF-WS	5/3/99	990195-WS	Amendment
PSC-00-1657-PAA-WS	9/18/00	000430-WS	Amendment
PSC-01-0066-FOF-WS	1/09/01	001652-WS	Correction
PSC-02-1658-FOF-WS	11/26/02	020695-WS	Name Change/Merger
PSC-			Territory Extension

(Continued to Sheet No. 3.1)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

(Continued from Sheet No. 3.11)

ADDITION No.1

A tract of land lying in Section 26, Township 22 South, Range 25 East, Lake County, Florida, being described as follows:

Commence at the Southwest corner of said Section 26; thence East along the South line of said Section 26 for a distance of 1320 feet to the **POINT OF BEGINNING**; thence North 680 feet to the South shore of Lake Minnehaha; thence South 60° East along said Shoreline for 1250 feet; thence West along the South line of Section 26 for a distance of 1200 feet to the **POINT OF BEGINNING**.

ADDITION No. 2

A tract of land lying in Section 15, Township 24 South, Range 26 East, Lake County, Florida, being described as follows:

Commence at the Southwest corner of said Section 15; thence East along the South line of Section 15 for a distance of 2640 feet to the **POINT OF BEGINNING**; thence North 08° East for 2000 feet; thence North 27° West for 600 feet; thence East 1100 feet to the centerline of U.S. Highway # 27; thence South 22° East along said Highway for 2800 feet; thence West along the South line of said Section 15 for 2000 feet to the **POINT OF BEGINNING**.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Rate Development Name</u>	<u>Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Greater Groves	Yes	16.0-23.1
Lake	Weatherly 27/Story Property	Yes	16.0-23.1
Lake	Battaglia Properties, Inc.	Yes	16.0-23.1
Lake	Karst, Inc.	Yes	16.0-23.1
Lake	Holly Hill Property	Yes	16.0-23.1
Lake	Bosserman Property	Yes	16.0-23.1
Lake	Thousand Trails Property	Yes	16.0-23.1
Lake	Donric, Inc.	Yes	16.0-23.1
Lake	Lykes Bros., Inc.	Yes	16.0-23.1
Lake	McPherson Property/Sienna Ridge	Yes	16.0-23.1
Lake	Citrus Highlands/Calflor Properties, LLC	Yes	16.0-23.1
Lake	Mission Park	Yes	16.0-23.1
Lake	Thompson Place	Yes	16.0-12.1

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 496-W

COUNTY - Lake

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
11459	12/17/82	820821-W	Original Certificate
18469	11/24/87	870998-WU	Extension of Certificate
18469	11/24/87	870999-WU	Extension of Certificate
18508	12/08/87	870057-WU	Amendment
18605	12/24/87	871080-WU	Original Certificate
19100	04/05/88	870057-WU	Consummating Order
21304	06/01/89	890334-WU	Transfer of Majority Stock Ownership
19482	06/10/89	880549-WU	Extension of Certificate
21555	07/17/89	890335-WU	Extension of Certificate
21909	09/19/89	891019-WU	Corrective Order
23839	12/07/90	900645-WU	Amendment
24957	08/21/91	900989-WU	Amendment
25286	11/01/91	910760-WU	Amendment
PSC-92-1369-FOF-WU	11/24/92	920714-WU	Amendment
PSC-02-1658-FOF-WU	11/26/02	020695-WS	Name Change/Merger
PSC-			Territory Extension

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.

WATER TARIFF

(Continued from Sheet No. 3.0-N)

ADDITION No.1

A tract of land lying in Section 26, Township 22 South, Range 25 East, Lake County, Florida, being described as follows:

Commence at the Southwest corner of said Section 26; thence East along the South line of said Section 26 for a distance of 1320 feet to the **POINT OF BEGINNING**; thence North 680 feet to the South shore of Lake Minnehaha; thence South 60° East along said Shoreline for 1250 feet; thence West along the South line of Section 26 for a distance of 1200 feet to the **POINT OF BEGINNING**.

ADDITION No. 2

A tract of land lying in Section 15, Township 24 South, Range 26 East, Lake County, Florida, being described as follows:

Commence at the Southwest corner of said Section 15; thence East along the South line of Section 15 for a distance of 2640 feet to the **POINT OF BEGINNING**; thence North 08° East for 2000 feet; thence North 27° West for 600 feet; thence East 1100 feet to the centerline of U.S. Highway # 27; thence South 22° East along said Highway for 2800 feet; thence West along the South line of said Section 15 for 2000 feet to the **POINT OF BEGINNING**.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Amber Hill		
Lake	Battaglia Properties. Ltd.		
Lake	Bosserman Properties		
Lake	Citrus Highlands		
Lake	Clermont I - Four Winds		
Lake	Clermont II		
Lake	Crescent Bay		
Lake	Crescent West		
Lake	Donric, Inc.		
Lake	Greater Groves		
Lake	Harbor Oaks & Four Lakes		
Lake	Highland Point		
Lake	Holly Hill Property		
Lake	Karst, Inc.		
Lake	Lake Crescent Hills		
Lake	Lake Ridge Club		
Lake	Lake Saunders Acres		
Lake	Lykes Bros., Inc.		
Lake	Oranges, The		
Lake	Sienna Ridge		
Lake	Thousand Trails Property		
Lake	Vista, I & II		
Lake	Weatherly 27/Story Property		
Lake	Mission Park		
Lake	Thompson Place		
	and all other areas for which no other schedule applies		
	General Service		18.0 - 18.1
	Residential Service		19.0 - 19.1
	Multi-Residential		20.0

LAWRENCE SCHUMACHER
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 465-S

COUNTY - Lake

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
24283	3/25/91	900957-WS	Original Certificate
PSC-92-1328-FOF-WS	11/16/92	920900-WS	Amendment
PSC-94-0116-FOF-WS	1/31/94	931000-WS	Amendment
PSC-99-0164-FOF-WS	1/26/99	980958-WS	Transfer
PSC-99-0844-FOF-WS	5/3/99	990195-WS	Amendment
PSC-00-1657-PAA-WS	9/18/00	000430-WS	Amendment
PSC-01-0066-FOF-WS	1/09/01	001652-WS	Correction
PSC-02-1658-FOF-WS	11/26/02	020695-WS	Name Change/Merger
PSC-			Territory Extension

(Continued to Sheet No. 3.1)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

FIRST REVISED SHEET NO. 3.12
CANCELS ORIGINAL SHEET NO. 3.12

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

(Continued from Sheet No. 3.11)

ADDITION No.1

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LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

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Lake	Bosserman Property	Yes	16.0-23.1
Lake	Thousand Trails Property	Yes	16.0-23.1
Lake	Donric, Inc.	Yes	16.0-23.1
Lake	Lykes Bros., Inc.	Yes	16.0-23.1
Lake	McPherson Property/Sienna Ridge	Yes	16.0-23.1
Lake	Citrus Highlands/Calflor Properties, LLC	Yes	16.0-23.1
Lake	Mission Park	Yes	16.0-23.1
Lake	Thompson Place	Yes	16.0-12.1

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

EXHIBIT "J"

(AFFIDAVIT OF NOTICE TO GOVERNMENTAL AGENCIES)

TO BE LATE FILED

EXHIBIT "K"
(AFFIDAVIT OF NOTICE TO PROPERTY OWNERS)
TO BE LATE FILED

EXHIBIT "L"
(AFFIDAVIT OF PUBLICATION)
TO BE LATE FILED

EXHIBIT "M"

(AFFIDAVIT - TARIFF AND CURRENT ANNUAL REPORT ON FILE)

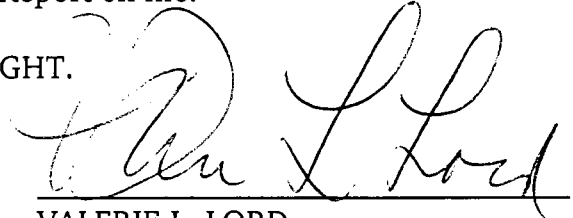
AFFIDAVIT

STATE OF FLORIDA

COUNTY OF SEMINOLE

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared VALERIE L. LORD, ESQUIRE, who, after being duly sworn on oath, did depose on oath and say that she is the attorney for Lake Utility Services, Inc., that Lake Utility Services, Inc., has a Tariff on file with the Public Service Commission; and that on April 26, 2004, she verified on the Public Service Commission's website that Lake Utility Services, Inc., has a current Annual Report on file.

FURTHER AFFIANT SAYETH NAUGHT.

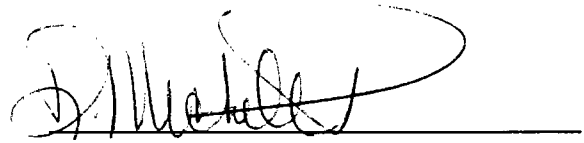


VALERIE L. LORD

Sworn to and subscribed before me this ^{27th} day of April, 2004, by VALERIE L. LORD, who is personally known to me.



D. Michele Parks
MY COMMISSION # DD152693 EXPIRES
September 24, 2006
BONDED THROUGH TROY FAIR INSURANCE, INC.



PRINTED NAME: _____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "M"