

ORIGINAL

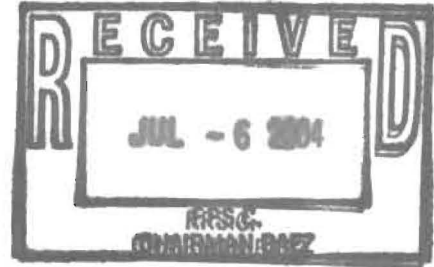
200 EAST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301

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FORT LAUDERDALE, FLORIDA 33302

(954) 527-2444
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July 2, 2004



040702 - WU

VIA FEDERAL EXPRESS

Director, Division of the Commission
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Broadview Park Water Company ("BPWC")
Certificate No. 82-W

Enclosed is an Application for Transfer to Governmental Authority for BPWC assets to Broward County, Florida

Together with the Application is original Certificate No. 82-W and a copy of the executed Contract for Sale.

Very truly,

Sherman A. Katz
Of Counsel

SAK/ktw
Enclosures
cc: William Donner

*Original Certificate forwarded
to ECR.*

DOCUMENT NUMBER-DATE

07377 JUL-7 04

FPSC-COMMISSION CLERK

FTL:1239725:1

RUDEN, McCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.

ORIGINAL

APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY

(Pursuant to Section 367.071(4)(a), Florida Statutes)

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

The undersigned hereby makes application for the approval of the transfer of
~~(all or part)~~ of the facilities operated under Water Certificate No. 082-W and/or
Wastewater Certificate No. N/A located in Broward County, Florida,
and submits the following:

PART I APPLICANT INFORMATION

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

Broadview Park Water Company
Name of utility

(954) 583-4223 ()
Phone No. Fax No.

1955 S.W. 55th Avenue
Office street address

Fort Lauderdale, Florida 33317
City State Zip Code

Mailing address if different from street address

Internet address if applicable

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

Sherman A. Katz (954) 527-2444
Name Phone No.

200 East Broward Boulevard, 15th Floor
Street address

Fort Lauderdale, Florida 33301
City State Zip Code

C) The full name, address and telephone number of the governmental authority:

Broward County
Name of utility

(954) 357-7000 (954) 357-6968
Phone No. Fax No.

115 South Andrews Avenue
Office street address

Fort Lauderdale, Florida 33301
City State Zip Code

Mailing address if different from street address

Internet address if applicable

D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

Roger Desjarlais (954) 357-7362
Name Phone No.

115 South Andrews Avenue
Street address

Fort Lauderdale, Florida 33301
City State Zip Code

B) **TERRITORY MAPS**

Exhibit N/A - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the remaining territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

C) **TARIFF SHEETS**

Exhibit N/A - The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 11-12.) Sample tariff sheets are attached. (Pages 13-16.)

PART IV AFFIDAVIT

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

BROADVIEW PARK WATER COMPANY
By: BPCD, A Florida corporation, General Partner
BY: _____

[Signature]
Applicant's Signature

William Donner

Applicant's Name (Typed)

President

Applicant's Title *

Subscribed and sworn to before me this 29th day of

June, 20 04 by William Donner who

is personally known to me X or produced identification FL Drivers License
(Type of Identification Produced)

[Signature]
Notary Public's Signature



Norma Jean Sousa
MY COMMISSION # CC980705 EXPIRES
December 4, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Print, Type or Stamp Commissioned
Name of Notary Public

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

AGREEMENT

BETWEEN

BROWARD COUNTY

AND

BROADVIEW PARK WATER COMPANY

AND

BVP HOLDINGS, LLC.

FOR PURCHASE AND SALE OF WATER SYSTEM

This is an Agreement, made and entered into between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

BROADVIEW PARK WATER COMPANY, a Florida general partnership, authorized to and doing business in the State of Florida, its successors, assigns, hereinafter referred to as "BPWC," and BVP ;HOLDINGS, LLC., a Florida limited liability company, authorized to and doing business in the state of Florida, its successors, assigns hereinafter referred to as "BVP."

WHEREAS, BPWC owns and operates a water distribution system, hereinafter referred to as "Water System," now serving and available to serve in the future certain territory within the unincorporated boundaries of COUNTY and operating under a Certificate of Public Convenience and Necessity, hereinafter referred to as "Certificate," issued by the Florida Public Service Commission, hereinafter referred to as "Commission;" and

WHEREAS, BVP owns real property upon which is located the offices of BPWC; and

WHEREAS, COUNTY desires to acquire the Water System of BPWC and real property of BVP and together BPWC and BVP desire to sell the Water System and real property upon the terms and conditions set forth herein; and

WHEREAS, COUNTY finds that it is in the Public Interest that COUNTY purchase the Water System and real property; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and

payment hereinafter set forth, COUNTY and SELLER agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Abstract shall mean a complete abstract of the title to the Real Property listed in the Assets, prepared by a reputable abstract company doing business in Broward County, Florida, and shall contain an accurate synopsis of all instruments of record affecting the title to the Real Property.

1.2 "Assets" shall mean the assets, properties and rights to be purchased by COUNTY all as set forth in Article 3.

1.3 Closing shall mean the conclusion of this transaction which shall take place as set forth in Section 6.2.

1.4 Permitted Encumbrances shall mean the easements, conditions, restrictions, or reservations of record, provided that they do not prohibit, restrict or otherwise affect the operation of the Water System; all taxes, assessments and special assessments on the Assets arising and accruing after the Closing; and the agreements described in Exhibit C.

1.5 Real Property shall mean the real property described in Exhibit "E".

1.6 Seller shall mean both BPWC and BVP.

1.7 Title shall mean fee simple title, free and clear of all liens, charges and Permitted Encumbrances.

ARTICLE 2 - DOCUMENTS

Originals or copies of the following documents are hereby incorporated by referenced and made a part of this Agreement.

2.1 Exhibit "A" - A map showing the water distribution lines and all facilities constituting the Water System as now constructed. This document has been delivered by BPWC to COUNTY.

2.2 Exhibit "B" - Copy of Certificate granted to BPWC by the Florida Public Service Commission and presently in effect relating to the operation of the Water System. This document has been delivered by BPWC to COUNTY.

2.3 Exhibit "C" - Schedule of Agreements entered into by BPWC regarding the provision of water services from the Water System. This document has been delivered by BPWC to COUNTY.

2.4 Exhibit "D" - Legal description of the Service Area to which BPWC presently is

supplying water service under its Certificate. This document has been delivered by BPWC to COUNTY.

2.5 Exhibit "E" - Schedule of legal description of all real property in which BVP holds an ownership interest in connection with the operation of it's the Water System. This document has been delivered by BVP to COUNTY.

2.6 Exhibit "F" All easements and rights of way to which an interest is claimed by BPWC in connection with the construction, operation and/or maintenance of the Water System.

2.7 Exhibit "G" - Inventory of all equipment, parts, laboratory equipment, unset or reserve meters, and other personal property owned by BPWC in connection with the Water System.

2.8 Exhibit "H" - Schedule of rates, fees and charges in effect at the time of this Agreement. This document has been delivered by BPWC to COUNTY.

2.9 Exhibit "I" - Permits, applications and other documents, demonstrating approval of the Water System by all applicable governmental agencies. This document has been delivered by BPWC to COUNTY.

2.10 Exhibit "J" – Deleted.

2.11 Exhibit "K" - Schedule of customer accounts and all amounts due and payable for the billing periods completed prior to the Closing date but in no event for more than Thirty (30) days in arrears.

2.12 Exhibit "L" - List of any and all actions claims or demands, before an administrative body, or otherwise, pertaining to any aspect of the ownership, operation, maintenance or control of the Water System.

2.13 Exhibit "M" - A written description of all defects and deficiencies and other matters of which Seller is aware affecting the Assets.

2.14 Exhibit "N" – A list of beneficial interest owners.

ARTICLE 3 - ASSETS TO BE PURCHASED

The Assets shall include all personal and real properties along with all rights title and interest thereto being purchased by COUNTY hereunder and shall consist of the following:

3.1 The real property of BVP described in Exhibit E, and the Water System facilities and all other buildings and improvements of BPWC thereon.

3.2 All easements owned by BPWC for the operation and maintenance of the Water System all as set forth in Exhibit F.

3.3 All water supply facilities of whatever kind and description whatsoever, including but not limited to transmission and distribution mains, supply pipes, pumping stations, valves, meters, meter boxes, service connections and all other physical facilities and property installations used or having present capability for future use in connection with the Water System.

3.4 All privileges, permits, easements, grants, rights of way and all rights to construct, maintain and operate plants and systems for the procuring, distribution and transmission of water and every right of every character whatever in connection therewith.

3.5 All items of personal property described in Exhibit G.

3.6 All customer records, books, prints, plans, engineering reports, surveys, plats and other information in possession of the BPWC pertaining to the operation of the Water System.

ARTICLE 4 - WARRANTIES OF SELLER

SELLER represents and warrants to COUNTY as follows:

4.1 It is the lawful owner of the Assets and may lawfully sell and convey same to COUNTY free and clear of all liens and debt.

4.2 Mortgages, notes, or any other evidence of debt (if any) encumbering the real estate or personal property included in the Assets will be paid and satisfied at or prior to Closing.

4.3 The water distribution lines, and other facilities constituting the Water System, as now constructed, are installed in and located at or about the locations shown on the map comprising Exhibit A.

4.4 All facilities constituting part of the Water System are located upon or under lands owned by SELLERS, or for which SELLERS hold easements or which are publicly dedicated roads or easement strips.

4.5 Good, marketable or insurable title to the Assets shall be conveyed free and clear of all liens, claims, and encumbrances, except for the Permitted Encumbrances.

4.6 All water connections shall include a meter, meter box and service lateral as installed. There shall be no free or unmetered services at the date of Closing, save and except that no charge is made to the fire protection authorities for water used for fire fighting purposes. However, nothing contained in this Agreement is intended to create

any policies or practices that are inconsistent with the way COUNTY conducts or operates its water utility system.

4.7 Deleted.

4.8 Other than as set forth in Exhibit L, there are no actions, suits or proceedings pending or to SELLERS' knowledge, threatened against or affecting the Assets or SELLERS, including but not limited to being before or by any federal or state, court, Department, Commission, Board, Bureau, Agency or other Instrumentality which involves the possibility of any judgment, assessment or liability which would affect the title of SELLERS or would be a lien on any of the properties or revenues generated by the Water System.

4.9 The Assets were certified at the time of construction, as being built according to approved construction plans and specifications and construction permits issued by the applicable governmental entities and by a Florida registered professional engineer, all as applicable at the time of the respective installations of the applicable facilities.

4.10 In the interim between the execution of this Agreement and the Closing:

4.10.1 BPWC shall maintain and operate the Water System in a normal, proper and reasonable manner to the end that the value of the same shall not be diminished other than by normal wear, use and tear.

4.10.2 The Water System is presently and shall be at the time of Closing operational and functional, except the defects, deficiencies and other matters set forth in Exhibit M, and is in compliance with all laws, rules, and regulations imposed on Seller by any regulatory body or governmental agency exercising jurisdiction over the Water System.

4.10.3 SELLERS shall not, without the written consent of COUNTY, dispose of or encumber any of the Assets.

4.11 BPWC is a Florida general partnership authorized to do business under the laws of the State of Florida. The execution of this Agreement has been duly authorized by BPWC's partners.

4.12 BVP, LLC., is a Florida limited liability company authorized to do business under the laws of the State of Florida. The execution of this Agreement has been duly authorized by BVP's members and executed by its managing members.

4.13 The contracts and agreements listed in Exhibit C are valid, legally binding contracts in good standing and in full force and effect, and there are no undisclosed liabilities in relation thereto.

4.14 BPWC has the lawful right and authority to transfer convey, and set over to the

COUNTY all easements described in Exhibit F and Agreements described in Exhibit C, and will do so at the time of Closing.

4.15 BPWC has the lawful right and authority to construct, reconstruct, repair, maintain use and operate the Systems and the transmission lines and appurtenances comprising same, as they are now located.

ARTICLE 5 - EVIDENCE OF TITLE

5.1 INSURANCE OF TITLE: SELLERS shall, at SELLERS' expense, furnish to COUNTY at Room 423, Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, on or before Thirty (30) days from the execution hereof a Title Commitment pursuant to which the title insurer agrees to issue to COUNTY, upon the recordation of deeds for the Real Property, an owner guarantee policy in the amount of One Hundred Forty-four Thousand and 00/100 Dollars (\$144,000.00), insuring the marketability of the title to the Real Property subject only to the Permitted Encumbrances, and those which shall be discharged by SELLERS at or before closing. The guarantee of title shall be provided to COUNTY at SELLERS' expense.

5.2 COUNTY shall have twenty (20) days from the date of receiving the commitment or binder to examine same. If title, as reflected in such commitment or binder, is found to be defective, COUNTY shall within that period notify the SELLERS in writing, specifying the defects. If the defects render the title unmarketable, the SELLERS shall have a period of ninety (90) days from the receipt of such notice to cure or remove such defects, and SELLERS agree to use diligent efforts to cure same. If, at the end of that period, SELLERS have been unable to cure the defects, BUYER shall have the option of:

5.2.1 Accepting the title as it then is; or

5.2.2 Extending the amount of time for SELLERS to cure the defects; or

5.2.3 Terminating this Agreement, whereupon the COUNTY and SELLERS shall be released of all further obligations under this Agreement.

5.3 The ninety (90) day period to cure or remove defects shall not apply to leases, options to purchase, contracts for sale and ownership of improvements by others. SELLERS shall deliver Title free of these interests at the time set for Closing under this Agreement, and if SELLERS are unable or unwilling to so deliver Title, COUNTY shall have the option:

5.3.1 Accepting the title as it then is; or

5.3.2 Terminating this Agreement whereupon COUNTY and SELLERS shall be released of all further obligations under this Agreement.

ARTICLE 6 - TERMS OF PURCHASE AND SALE

6.1 SELLERS hereby agrees to sell to COUNTY and COUNTY agrees to purchase from SELLERS, the Assets owned by SELLERS. The purchase price of the Assets is Eight Hundred Thousand Dollars (\$800,000.00) to be paid Lump Sum at Closing into the trust account of Ruden McCloskey, Smith Schuster and Russell, P.A.

6.2 This transaction shall be closed and COUNTY shall pay the purchase price, as adjusted as provided herein, and execute all papers or documents necessary to be executed by COUNTY, and SELLERS shall execute all papers or documents necessary to be executed by SELLERS under the terms of this Agreement on or before the 30th day of ~~April~~ ¹⁵⁷ 2004, at the Broward County Governmental Center, located at 115 South Andrews Avenue, Fort Lauderdale, Florida, at a room to be designated by COUNTY prior to closing, or at such other place as COUNTY may designate. However, nothing contained in this Article shall act or be construed as a limitation of any sort upon the COUNTY'S right to examine the Abstract, Title Commitment or any other document or the COUNTY'S right to require SELLERS to cure defects in Title, if any, or as a limitation of other time established herein for COUNTY'S benefit.

6.3 SELLERS shall cause to be placed upon the deed conveying the Real Property state surtax and documentary stamps as required by law. SELLERS shall further pay all tangible personal property taxes and the cost of recording any corrective instruments which COUNTY deems necessary to assure good and marketable title. COUNTY shall pay for the cost of recording the warranty deed.

6.4 SELLERS shall maintain adequate fire and extended coverage insurance to cover the cost of any repairs to the plant buildings and Water System that may be necessitated by casualty damage, and any risk of loss during the aforesaid period of time shall fall upon the SELLERS.

6.5 The records of BPWC pertaining to the operation of the Water System which BPWC warrants and represents to be true and correct shall be made available to COUNTY, at any time.

6.6 COUNTY agrees to fulfill BPWC commitments, obligations and representations consistent with standards and practices of COUNTY insofar as such relate to the furnishing of water service, as are otherwise required under Section 367.071(1), Florida Statutes (1999).

6.7 Deleted.

6.8 In the event the Closing shall occur between January 1 and November 1, SELLERS shall, in accordance with Florida Statute Section 196.295, place in escrow with the Broward County Revenue Collection Division an amount equal to current taxes prorated to the date of transfer of title, based upon the current assessment and millage

rates on the Property.

6.9 Accounts Receivable for the billing period completed prior to the date of Closing shall belong to BPWC. Accounts Receivable accrued subsequent to the date of Closing shall belong to County. Based upon an updated Exhibit "K", current through the day prior to Closing showing the balance due on each individual account, COUNTY shall, consistent with its regular and periodic billing procedures, bill for BPWC's current accounts receivable for services of not more than Thirty (30) days in arrears as of the date of Closing. Under no circumstances shall COUNTY be required to terminate services to any customer in order to collect BPWC's accounts receivables. COUNTY shall continue to bill and collect BPWC's accounts receivable for up to Sixty (60) days subsequent to Closing. At such time, COUNTY shall pay to BPWC the total of such account receivables which have been collected by COUNTY, less a five percent (5%) administrative charge attributable to COUNTY.

6.10 COUNTY shall not assume any of the accounts payable nor any debt of any nature whatsoever, either by way of mortgage or other obligations of SELLERS. COUNTY shall not assume any outstanding or contingent liabilities of SELLERS.

6.11 Subsequent to the approval of this Agreement, BPWC shall file its Petition of Approval of this Agreement and this transaction with the Public Service Commission and receive the Commission's approval.

6.12 BPWC shall, without undue interference to its normal operations accompany COUNTY's representative in viewing the meter reading of Seller.

6.13 At Closing, SELLERS shall

6.13.1 Convey the Real Property comprising a part of the Assets to Buyer by warranty deed, or other documents as may be appropriate, any personal property by delivery of a bill of sale absolute accompanied by a no lien affidavit and a gap affidavit executed by the appropriate officers of BVP;

6.13.2 Execute and deliver such other documents and instruments necessary to transfer and convey, all interest of SELLERS.

6.13.3 Deleted.

6.13.4 Arrange a final meter read of the Water System and determine the number of days elapsed from the last billing cycle or cycles.

6.13.5 Provide a list of current customers by name, service address, billing address and meter size and number and any outstanding balance amount for services, if any.

6.13.6 Furnish a certified copy of a resolution adopted by the partners of

Agreement.

6.13.7 Provide the Approval of the Public Service Commission for this transaction and furnish, a certified copy of such approval, if such is available.

ARTICLE 7 - WARRANTIES OF COUNTY

7.1 Prior to the execution of this Agreement COUNTY has caused the Water System to be inspected, has knowledge of the capacities and the conditions of the Water System and agrees to accept the same at Closing in its condition as of the date of the execution of this Agreement, less reasonable wear, tear and use. The parties acknowledge that COUNTY is relying in part upon the disclosures provided by SELLERS as required by Article 4 of this Agreement.

7.2 COUNTY warrants and agrees that it shall take those steps necessary or required to authorize the Closing of this Contract on the Closing date provided that SELLERS have performed all of its obligations as may be required hereunder.

7.3 COUNTY from and after Closing, shall assume and be bound by all the terms, covenants, provisions and obligations of the Agreements, if any, listed in Exhibit C, including the obligation to provide services under the terms and conditions of said Developer Agreements.

ARTICLE 8. - DEFAULT; NOTICE

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

8.1 Failure by the COUNTY or SELLERS to keep and perform any of the warranties under this Agreement.

8.2 Failure by COUNTY or SELLERS to keep or perform any other covenant, condition or provision which on its part is required to be kept and performed under this Agreement.

8.3 Failure or refusal on the part of COUNTY or SELLERS to close this transaction, provided other conditions precedent to Closing, outside of the control of each party, are met.

Upon the occurrence of an Event of Default hereunder, and upon written notice of such Event of Default delivered by the applicable party to the other by certified mail, which notice shall include a demand to cure said Event of Default within twenty (20) day from the date of notice, then upon failure of the applicable party to cure such default, the injured party hereunder shall have all the rights and remedies provided in this Agreement or by law. Each legal, equitable or contractual right, power or remedy of the SELLERS or COUNTY now or hereafter provided by this Agreement, by statute or

otherwise, shall be cumulative and concurrent and shall be in addition to ever other right, power and remedy, and the exercise or beginning of the exercise by the applicable party of any one or more of such rights, powers and remedies, shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies.

In the event any provision of this contract shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach or Event of Default hereunder.

ARTICLE 9 -INDEMNIFICATION BY SELLERS

9.1 SELLERS shall warrant, hold harmless and at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend at SELLERS expense COUNTY's title to and right of possession of the Assets against any and all claims and/or proceeding based on anything that occurred prior to the time of Closing.

9.2 SELLERS shall protect COUNTY and defend and hold COUNTY harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands of any nature whatsoever arising out of or incident to this Agreement, except for challenges to COUNTY's acquisition of the facilities, including but not limited to COUNTY's reliance on the representations or warranties made by SELLERS to COUNTY except for any actions solely attributable to COUNTY after Closing.

9.3 BPWC agrees to hold Buyer harmless from and defend against the claim of any customer for the return of any security deposit or customer deposit of any kind or character allegedly in the custody of BPWC.

9.4 BPWC shall indemnify and hold harmless COUNTY from any customer deposit agreement or funds which has not been disclosed to COUNTY.

ARTICLE 10 - NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

Broadview Park Water Company
c/o William Donner
2670 Northeast 215 Street
Aventura, Florida 33180

Donald C. McClosky, Esquire
Ruden, McClosky, Smith Schuster & Russell, P.A.
200 East Broward Boulevard
Fifteenth Floor
Fort Lauderdale, Florida 33301

COUNTY Administrator
Governmental Center
Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

BVP HOLDINGS, LLC.

ARTICLE 11 - ENVIRONMENTAL CONTAMINATION

11.1 In the event that, between the date upon which COUNTY approved this Agreement and the Closing, environmental contamination of the Real Property has resulted or is discovered, the COUNTY, at its sole option, may elect to terminate this Agreement without further liability. Should the COUNTY elect not to terminate this Agreement, and also in the event that environmental contamination is discovered after closing, not caused by COUNTY action or inaction after Closing, SELLERS shall remain obligated, with such obligation to survive delivery of the deed and possession, to diligently pursue and accomplish the clean up of the environmental contamination in a manner consistent with all applicable laws, rules, regulations and ordinances and at SELLERS' sole cost and expense, if applicable.

11.2 Further, in the event COUNTY elects not to terminate this Agreement as provided above, SELLERS shall indemnify and save harmless and defend COUNTY, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from the environmental contamination. SELLERS shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the COUNTY as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which the environmental contamination is alleged to be a contributing legal cause. SELLERS shall save the COUNTY harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

11.3 SELLERS represents and warrants to COUNTY that as of the date this Agreement is approved by COUNTY and as of Closing that neither SELLERS, nor to the best of SELLERS knowledge any third party, has used, produced, manufactured, stored or discharged any hazardous wastes or toxic substances in, under or about the Real Property.

ARTICLE 12 - MISCELLANEOUS

12.1 TIME OF THE ESSENCE. Time is of the essence throughout this Agreement.

12.2 THIRD PARTY BENEFICIARIES. Neither SELLERS nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.3 ASSIGNMENT. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.

12.4 MATERIALITY AND WAIVER OF BREACH. COUNTY and SELLERS agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.5 COMPLIANCE WITH LAWS. SELLERS shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.6 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or SELLERS elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

12.7 JOINT PREPARATION. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.8 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 of this Agreement shall prevail and be given effect.

12.9 APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, SELLERS and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or

arising out of this Agreement.

12.10 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and SELLERS.

12.11 PRIOR AGREEMENTS. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 12.10 above.

12.12 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" through "N" are incorporated into and made a part of this Agreement.

12.13 MULTIPLE ORIGINALS. This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

12.14 PUBLIC DISCLOSURE. SELLERS hereby represent and warrant the names and addresses of every person or firm having a beneficial interest in the Real Property is as follows:

See Exhibit "N"

SELLERS further agree that at least ten (10) days prior to Closing, in accordance with Section 286.23, Florida Statutes, SELLERS shall make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state the name and address of SELLERS and the name and address of every person having any beneficial interest in the Real Property.

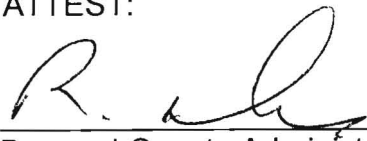
12.15 RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

THIS SPACE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action and BROADVIEW PARK WATER COMPANY, signing by and through its general partner, duly authorized to execute same, and BVP HOLDINGS, LLC, signing by and through its member manager, duly authorized to execute same.

COUNTY

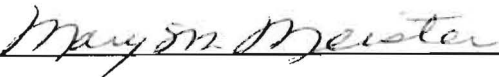
ATTEST:



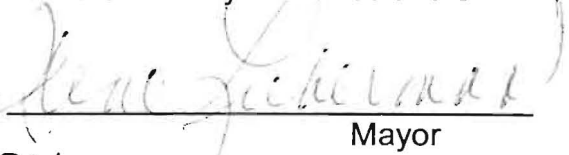
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



Insurance requirements
approved by Broward County
Risk Management Division

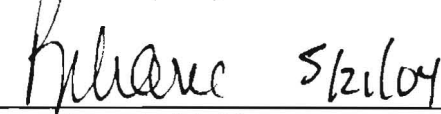
By 

BROWARD COUNTY, by and through
its Board of County Commissioners

By 

22nd
day of June, 2004.

Approved as to form by
EDWARD A. DION, County Attorney
for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By 
Pamela M. Kane
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND BROADVIEW PARK WATER COMPANY AND BVP HOLDINGS, LLC., FOR PURCHASE AND SALE OF WATER SYSTEM

BROADVIEW PARK WATER COMPANY By [Signature] BPCD, A Florida corporation, General Partner
general partner

By [Signature]
WILLIAM DONNER, President

ATTEST:

[Signature]
Corporate Secretary

9th day of April, 2004.

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 9th day of April, 2004, by WILLIAM DONNER, as ~~President~~ Vice President of BPCD, A Florida corporation, General Partner of BroadView Park Water Company, a Florida general partnership, on behalf of the partnership. He or she is: personally known to me, or produced identification. Type of identification produced FL Drivers License

NOTARY PUBLIC:

(Seal)

My commission expires:

[Signature]
Print name: Norma Jean Sousa



Norma Jean Sousa
MY COMMISSION # CC980705 EXPIRES
December 4, 2004
BONDED THROUGH TROY FAIN INSURANCE, INC.

AGREEMENT BETWEEN BROWARD COUNTY AND BROADVIEW PARK WATER COMPANY AND BVP HOLDINGS, LLC., FOR PURCHASE AND SALE OF WATER SYSTEM

BVP HOLDINGS, LLC



By _____
Member Manager
WILLIAM DONNER

ATTEST:

Corporate Secretary

9th day of April, 2004.

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 9th day of April, 2004, by WILLIAM DONNER, as Member Manager of BVP HOLDINGS, LLC., a Florida limited liability company, on behalf of the company. He or she is:

personally known to me, or
 produced identification. Type of identification produced FL Drivers License

NOTARY PUBLIC:

(Seal)

My commission expires:



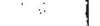


Print name: Norma Jean Sousa

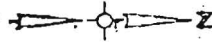


Norma Jean Sousa
MY COMMISSION # CC988705 EXPIRES
December 4, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

PMK
03/22/2004
PMK04\AGREEMEN\Broadview\BROADVIE0301.WPD

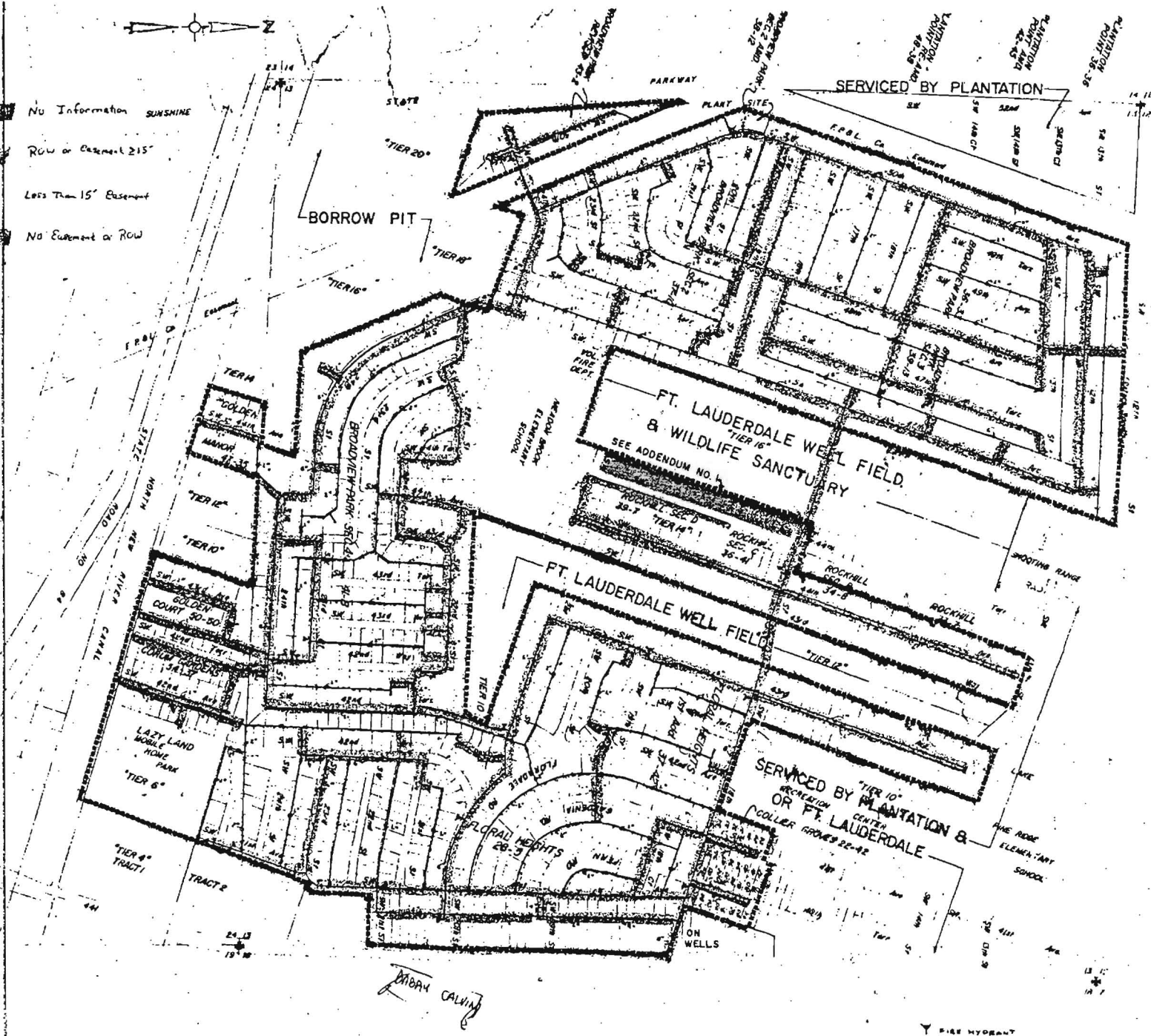
EXHIBITS TO AGREEMENT
BETWEEN
BROWARD COUNTY
AND
BROADVIEW PARK WATER COMPANY
AND
BVP HOLDINGS, LLC

-  No Information SUNSHINE
-  ROW or Easement 215'
-  Less Than 15' Easement
-  No Easement or ROW



STATE ROAD NO. 84 STATE (Access Road)

R-4-E
R-42
TOWNSHIP 30 SOUTH



BRAD CALVIN

Y PIPE HYDRANT
— GATE VALVE

DESIGNED: R.F. DATE: 8-78	DROOME & FARINA Consulting Engineers Dade County, Florida			BROADVIEW PARK WATER CO. BROWARD COUNTY, FLORIDA	PROPOSED FRANCHISE AREA OF THE WATER DISTRIBUTION SYSTEM	SCALE 1" = 300'	PROJECT NUMBER 8312-A	SEPT 1978
DATE: STATE OF FLORIDA	DRAWN: E.A. DATE: 9-78	CHECKED: DATE:	SYMBOL NO. DATE REVISION					

EXHIBIT "A"



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

82-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

BROADVIEW PARK WATER COMPANY

Whose principal address is

1955 SOUTHWEST 50TH AVENUE

FORT LAUDERDALE, FLORIDA 33314 (BROWARD COUNTY)

to provide WATER service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 3024 DATED 9-23-60 DOCKET 6040-W

ORDER 7257 DATED 6-3-76 DOCKET 750650-W

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

William S. Mayo
Administrative Secretary
William S. Mayo

Chairman



TERRITORY SERVED

That portion of Lots 5, 6 and 7, Tier 20, and Lots 5, 6 and 7, Tier 22, of Newman's Survey, according to the Plat thereof, recorded in Plat Book 2, at page 26, Public Records of Dade County, Florida, described as follows: Commence at the Northwest Corner of Sec. 13, Twp. 50S., Rge. 41 E., Broward County, Florida, thence Easterly along the North boundary of said Sec. 13, a distance of 1756.94 feet; thence Southerly and perpendicular to said North boundary, a distance of 35.0 feet, for a point of beginning; thence continuing Southerly and perpendicular to said North boundary, a distance of 500.0 feet; thence Easterly along a line which is 535.0 feet, South of, and parallel to, the said North boundary, a distance of 8.06 feet; thence Southwesterly, along a line which is 35.0 feet, west of, and parallel to, the West boundary of said Tier 18, a distance of 1820.25 feet, to the South boundary of, the said Lot 5; thence Northwesterly, along the said South boundary, a distance of 1005.0 feet; thence Northeasterly, along a line which is 160.0 feet, East of, and parallel to, the West boundary of the said Tier 22, a distance of 2047.58 feet; thence Easterly along a line which is 35.0 feet, South of, and parallel to, the said North boundary of Sec. 13, a distance of 892.88 feet, to the point of beginning.

All Lot 1, Tier 22, less Southerly 300' of Lot 1, Tier 22, measured parallel to Northerly and Southerly boundaries of said Lot 1, Tier 22; and also Lots 2, 3 and 4, Tier 22, less Westerly 160' of Northerly 484' of Lot 4, Tier 22, and all Lots 2, 3 and 4, Tier 20, less Southerly 300' Lot 2, Tier 20, measured parallel to Northerly and Southerly boundaries of said Lot 2, Tier 20; and also all Lots 3 and 4, Tier 18: all of said lands lying in Sections 13 and 14, Township 50 South, Range 41 East, Plat Book 2, page 26, Dade County, Florida Records, containing 80.6 acres more or less.

All of Lots 5, 6 and 7, Tier 18, and that portion of Lots 5, 6 and 7, Tier 20, of Newman's Survey, according to the Plat thereof recorded in Plat Book 2, page 26, of the Public Records of Dade County, Florida, described as follows: Beginning at the Southeast corner of said Lot 5, Tier 20, thence West along the South boundary of said Lot 5, Tier 20, a distance of 35 feet; thence North and parallel to the East boundaries of said Lots 5, 6 and 7, Tier 20, a distance of 1820.25 feet; thence West and parallel to the North boundary of said Lot 7, Tier 20, a distance of 8.06 feet; thence North and perpendicular to the North boundary of said Lot 7, Tier 20, a distance of 500 feet; thence East along the North boundary of said Lot 7, Tier 20, to the Northeast corner of said Lot 7, Tier 20; thence South along the East boundaries of said Lots 7, 6 and 5, Tier 20, to the Southeast corner of said Lot 5, Tier 20; said corner being point of beginning; also Parcel "A", Block 2, and Parcels "B" and "C", Block 7, Broadview Park, according to the Plat thereof recorded in Plat Book 36, page 33, of the Public Records of Broward County, Florida.

(Continued to Sheet No. 4.0)

I. MICHAEL

PARTNER

EXHIBIT "D"
Page 1 of 2

Exhibit "E" – Schedule of legal description of all real property in which BVP holds an ownership interest in connection with the operation of its Water System:

**BROADVIEW PARK SECTION 2
AMENDED 38-12 B
PARCEL "X" LESS THE
NORTHERN 10' OF BLOCK "A"**

Exhibit "F"

To Agreement Between Broward County ("Broward")
And
Broadview Park Water Company ("BPWC") and BVP Holdings, LLC
For Purchase And Sale Of Water System

All easements and rights-of-way to which an interest is claimed in connection with the construction, operation and/or maintenance of the water system are shown on those plats recorded in the Public Records of Broward County, Florida, which are within the service area boundaries of BPWC as shown on Exhibit "D". There are no private agreements between BPWC or BVP and others pertaining to easements and/or rights-of-way.

Exhibit "G"

To Agreement Between Broward County ("Broward")
And
Broadview Park Water Company ("BPWC") and BVP Holdings, LLC
For Purchase And Sale Of Water System

Dell Computer – Dimension XPS, T450 Serial Number 12247 and all hardware and software utilized by BPWC in connection therewith utilized for billing and accounting for water service.

STATE OF FLORIDA

Commissioners:
F. LEON JACOBS, JR., CHAIRMAN
J. FERRY DEASON
LILA A. JABER
BRAULIO L. BAEZ
MICHAEL A. PALECKI



TIMOTHY DEVLIN, DIRECTOR
DIVISION OF ECONOMIC REGULATION
(850) 413-6900

Public Service Commission

September 17, 2001

William I. Donner
Broadview Park Water Company
1955 S.W. 50th Avenue
Ft. Lauderdale, Florida 33317

WS-01-0091

RE: Application for 2001 Price Index and Pass-Through for Water only in Broward County by Broadview Park Water Company

Dear William I. Donner:

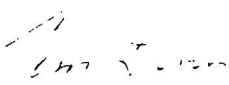
The following tariff sheets have been approved effective September 30, 2001:

Water Tariff

Twenty First Revised Sheet No. 21.0
Twentieth Revised Sheet No. 22.0
Eleventh Revised Sheet No. 23.0

Please incorporate these tariff sheets into the approved tariff on file at the utility's office. If you have any questions, please contact Kathy Kaproth at (850)413-6922 at our office.

Sincerely,


Tim Devlin
Director

TD/KK
Enclosures

Water Division

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY Available throughout the area served by the Company.

APPLICABILITY For water service to any customer for which no other rate schedule applies; including multiple family buildings which are master metered rather than each dwelling unit being metered individually.

LIMITATIONS Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

MONTHLY BASE FACILITY CHARGE RATES Applicable whether or not there is consumption.

<u>Meter Size</u>	<u>Rate</u>
5 / 8" x 3 / 4"	\$ 8.72
3 / 4"	13.10
1"	21.80
1 1/2"	43.61
2"	69.75
3"	139.52
4"	217.96
6"	435.95

MONTHLY CONSUMPTION RATES All consumption for all meter sizes
Per 1,000 gallons \$2.64

MINIMUM CHARGE The applicable monthly Base Facility Charge.

TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days, written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued. Bills and delinquent / shut-off notices are considered rendered when given to the U.S. Postal Service for delivery.

TYPE OF FILING 2001 Price Index and Pass Through Application

EFFECTIVE DATE For service rendered on or after September 30, 2001

William I. Donner,
ISSUING OFFICER

President
TITLE

Water Division

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY	Available throughout the area served by the Company.								
APPLICABILITY	For water service to any customer that has individually metered dwelling unit; and including both single-family detached dwellings, duplexes, triplexes, quadplexes and multiple family connected dwellings but only if each dwelling unit is individually metered.								
LIMITATIONS	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.								
MONTHLY BASE FACILITY CHARGE RATES	Applicable whether or not there is consumption.								
	<table><thead><tr><th><u>Meter Size</u></th><th><u>Rate</u></th></tr></thead><tbody><tr><td>5 / 8" x 3 / 4"</td><td>\$ 8.72</td></tr><tr><td>3 / 4"</td><td>13.10</td></tr><tr><td>1"</td><td>21.80</td></tr></tbody></table>	<u>Meter Size</u>	<u>Rate</u>	5 / 8" x 3 / 4"	\$ 8.72	3 / 4"	13.10	1"	21.80
<u>Meter Size</u>	<u>Rate</u>								
5 / 8" x 3 / 4"	\$ 8.72								
3 / 4"	13.10								
1"	21.80								
MONTHLY CONSUMPTION RATES	All consumption for all meter sizes Per 1,000 gallons \$2.64								
MINIMUM CHARGE	The applicable monthly Base Facility Charge.								
TERMS OF PAYMENT	Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days, written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued. Bills and delinquent / shut-off notices are considered rendered when given to the U.S. Postal Service for delivery.								
TYPE OF FILING	2001 Price Index and Pass Through Application								
EFFECTIVE DATE	For service rendered on or after September 30, 2001								

William I. Donner
ISSUING OFFICER

President
TITLE

Water Division

PRIVATE FIRE PROTECTION SERVICE

RATE SCHEDULE PFPS

AVAILABILITY Available throughout the area served by the Company.

APPLICABILITY To all "fire mains" that are connected from a utility main to a building's private fire system, such as a fire sprinkler system, or manual fire hose stations, or any system installed that has a primary function of fire protection or fighting. This shall also, under certain circumstances, apply to fire hydrants such as, when they are installed on property and placed so that they essentially protect only that property and the improvements thereon other than in dedicated easements or rights-of-way.

LIMITATIONS Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

RATES

<u>Line Size</u>	<u>Rate</u>
2"	\$ 23.23
3"	46.48
4"	72.59
6"	145.17
8"	232.27

MINIMUM CHARGE Is calculated by pro-ration using the Monthly rate, and the number of days that service is applicable from the last meter reading date for the area the PFPS is located.

TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days, written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued. Bills and delinquent / shut-off notices are considered rendered when given to the U.S. Postal Service for delivery.

TYPE OF FILING 2001 Price Index and Pass Through Application

EFFECTIVE DATE For service rendered on or after September 30, 2001

William I. Donner,
ISSUING OFFICER

President
TITLE

BROADVIEW PARK WATER COMPANY

1955 S.W. 50th AVENUE • FORT LAUDERDALE, FLORIDA 33317 • TELEPHONE 583-4223

SERVICE CHARGES AS OF 2/12/98

DEPOSIT <SEE BOOK>	\$50.00 PER UNIT ^{70.00 AS OF 06-10-02}
TURN ON SERVICE CHARGE	\$15.00
AFTER HOURS S/C	\$25.00
HOUSE COLLECTION NO TURN OFF	\$10.00
DELIQUENT CHARGE TURN OFF	\$50.00
PULLING OUT METER	\$10.00
REINSTALLING METER	\$10.00
BROKEN OR MISSING BONNET	\$10.00
BROKEN OR MISSING LOCK	\$10.00
PULLING METER FOR TESTING	\$20.00
CHECKING METER MORE THAN 1 A YEAR	\$10.00

=====

RETURN CHECK FEES EFFECTIVE 7/24/98

AMOUNT OF CHECK	AMOUNT OF SERVICE CHARGE
NOT OVER \$50.00	\$25.00
OVER \$50.00	\$30.00
OVER \$300.00	\$40.00

=====

NEW SERVICE INSTALLATION	
INSTALLATION	\$ 80.00
TAPING MAIN	\$188.00
DEPOSIT	\$ 50.00
S/C	\$ 15.00
TOTAL	\$333.00



STATE OF FLORIDA
DEPARTMENT OF HEALTH
PERMIT TO OPERATE

Effective Date: 9/30/2003 643669
Permit Expires: 9/30/2004

PERMIT NUMBER: 06-58-00014
FACILITY TYPE: Consecutive Water System

DEP #: 4060155

Broadview Park Water Co
1955 SW 50 Ave
Plantation, FL 33317

Permitted Plant Capacity Range:
Not Applicable

OWNER:
Broadview Park Water Company
I. Michael
Plantation, FL 33317

Broward Co. Health Department
2421 SW 6 Ave., Ft. Lauderdale, FL 33315
www.browardcnd.org (954) 467-4637

EXHIBIT "I"

EXHIBIT "K"

Exhibit K is a listing of the balance due to BPWC as of June 30, 2004 (Net Amount) from each consumer of water service provided by BPWC, to be billed by County as provided in Paragraph 6.9 after Closing. The Exhibit's data is derived as follows:

(a) that amount, if any, due for water service, and heretofore billed to each consumer for May 2004, has been added to

(b) that amount due for water service delivered during June 2004 (which shall be determined by meter reading during the last week of June 2004) at rates mandated by the Florida P.S.C. for BPWC, less

(c) any credit or deposit held by BPWC as security for payments of the account, to yield the Net Amount due to BPWC.

BPWC shall promptly refund to each consumer after Closing any credit or deposit held by it in excess of the Net Amount and such account shall indicate a zero balance due BPWC through June 30, 2004. County shall have no responsibility to determine the Net Amount or liability for errors thereof. County's only obligation is bill the consumer the Net Amounts set forth in Exhibit "K" and to collect any funds forwarded to it in response to such billing. After such receipt County shall remit such funds to BPWC pursuant to Paragraph 6.9.

Any consumer inquiries or complaints as to the Net Amount shall be forwarded to BPWC for response and resolution.

The Schedules attached hereto as an example of the final Exhibit K are pages 1 and 2 of a preliminary billing report done as of May 5, 2004. The total billing report consists of approximately 40 pages. At Closing, a final billing report designated Exhibit "K" will be provided to County, made current to June 30, 2004.

Broadview Park Water Company
 Pre-Billing Report printed at 09:34:03 on 05-05-2004

Projected Late Fees calculated as - Water = 5.00, Latefee2 = 10.00 - Flat fee on Current Charges

Avail bill calculated using the Current Water usage

For Billing Date = 05-05-04 and Due Date = 05-05-04 - Bill All Reading Dates

Selection = Account #>=01-001 and Account #<=13-137 - All Codes

ACCOUNT #	Water	Avail	ability	Vol-RECONNECT	OTHER1	OTHER2	TAX	PREV-BAL	TOTAL
01-001	8.72					-50.00		115.96	74.68
01-002									0.00
01-003	35.12					-70.00		5.00	-29.88
01-004	35.12					-30.00		5.00	10.12
01-005	14.00								14.00
01-006	53.60								53.60
01-007	32.48					-50.00			-17.52
01-008	21.92					-10.00			11.92
01-009	16.64					-70.00			-53.36
01-010	61.52					-50.00			11.52
01-011	14.00					-25.00			-11.00
01-012	37.76					-50.00			-12.24
01-013	14.00								14.00
01-014	19.28					-10.00			9.28
01-015	40.40					-30.00			10.40
01-016	21.92					-10.00			11.92
01-017	29.84					-50.00			-20.16
01-018	40.40					-25.00			15.40
01-019	29.84					-50.00			-20.16
01-020	14.00								14.00
01-021	29.84					-30.00			-0.16
01-022	32.48					-70.00			-37.52
01-023	27.20					-50.00			-22.80
01-024	48.32					-30.00			18.32
01-025	35.12					-30.00			5.12
01-026	40.40					-30.00			10.40
01-027	56.24								56.24
01-028	29.84					-25.00			4.84
01-029	32.48					-50.00			-17.52
01-030	27.20					-50.00			-22.80
01-031	19.28					-70.00			-50.72
01-032	35.12					-30.00			5.12
01-033	43.04					-50.00		17.36	10.40
01-034	27.20								27.20
01-035	37.76					-25.00			12.76
01-036	48.32					-50.00			-1.68
01-037	148.64					-30.00			118.64
01-038	61.52					-50.00			11.52
01-039	29.84					-30.00			-0.16
01-040	11.36								11.36
01-041	11.36					-50.00			-38.64
01-042	21.92								21.92
01-043	14.00								14.00
01-044	90.56					-70.00		-0.01	20.55
01-045	24.56					-25.00			-0.44
01-046	27.20					-25.00			2.20
01-047	35.12					-50.00			14.88
01-048	27.20					-70.00			42.80
01-049	29.84					-30.00			-0.16

Broadview Park Water Company

Pre-Billing Report printed at 09:34:04 on 05-05-2004

Projected LateFees calculated as - Water = 5.00, Latefee2 = 10.00 - Flat fee on Current Charges

Avail bill calculated using the Current Water usage

For Billing Date = 05-05-04 and Due Date = 05-05-04 - Bill All Reading Dates

Selection = Account #>=01-001 and Account #<=13-137 - All Codes

ACCOUNT #	Water	Avail	ability	Vol-RECONNECT	OTHER1	OTHER2	TAX	PREV-BAL	TOTAL
01-050	19.28					-50.00			-30.72
01-051	21.92					-30.00			-8.08
01-052	61.52					-30.00			31.52
01-053	35.12					-30.00			5.12
01-054	19.28					-50.00			-30.72
01-055	19.28					-50.00		-0.04	-30.76
01-056	37.76					-50.00			-12.24
01-057	16.64					-30.00			-13.36
01-058	19.28					-30.00		-21.64	-32.36
01-059	8.72					-50.00		159.20	117.92
01-060	16.64					-30.00		-1.88	-15.24
01-061	16.64					-70.00		-22.44	-75.80
01-062	58.88								58.88
01-063	21.92					-25.00			-3.08
01-064	21.92					-25.00		5.00	1.92
01-065	19.28								19.28
01-066	8.72								8.72
01-067	19.28					-30.00			-10.72
01-068	35.12					-30.00		50.12	55.24
01-069	19.28					-50.00			-30.72
01-070	19.28					-30.00			-10.72
01-071	16.64					-30.00			-13.36
01-072	16.64					-70.00		-5.00	-58.36
01-073	16.64					-50.00		34.84	1.48
01-074	19.28								19.28
01-075	16.64					-50.00		5.00	-28.36
01-076	32.48					-25.00			7.48
01-077	19.28					-50.00		8.72	-22.00
01-078	16.64					-70.00			-53.36
01-079	50.96					-50.00			0.96
01-080	16.64					-25.00			-8.36
01-081	66.80					-30.00			36.80
01-082	16.64					-70.00		-62.40	-115.76
01-083	16.64					-10.00		-5.00	1.64
01-084	8.72					-50.00			-41.28
01-085	16.64					-30.00			-13.36
01-086	21.92					-30.00			-8.08
01-087	24.56					-30.00		-8.72	-14.16
01-088	48.32					-30.00			18.32
01-089	8.72								8.72
01-090	21.92					-30.00		-80.28	-88.36
01-091	16.64							5.00	21.64
01-092	14.00					-30.00			-16.00
01-093	45.68					-30.00			15.68
01-094	16.64								16.64
01-095	21.92					-70.00			-48.08
01-096	21.92					-25.00		-0.88	-3.96
01-097	16.64					-70.00			-53.36
01-098	32.48					-30.00		-0.88	1.60
01-099	27.76					-70.00			-42.24

Exhibit “L”

To Agreement Between Broward County (“Broward”)
And
Broadview Park Water Company (“BPWC”) and BVP Holdings, LLC
For Purchase And Sale Of Water System

There are no pending, nor has BPWC or BVP had notice of any, actions, claims or demands, before an administrative body, or otherwise, pertaining to any aspect of the ownership, operation, maintenance or control of the water system.

Exhibit “M”

To Agreement Between Broward County (“Broward”)
And
Broadview Park Water Company (“BPWC”) and BVP Holdings, LLC
For Purchase And Sale Of Water System

There are no defects, deficiencies or other matters of which BPWC or BVP is aware, or has been advised of, affecting the assets.

EXHIBIT "N"

To Agreement Between Broward County ("Broward")
And
Broadview Park Water Company ("BPWC") and BVP Holdings, LLC
For Purchase And Sale Of Water System

Statement Pursuant to F.S. 286.23

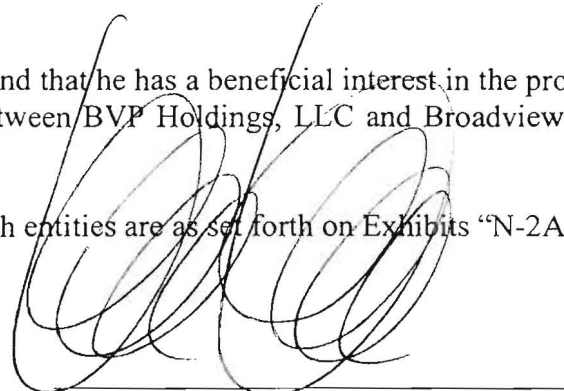
William Donner, states:

1. That his address is:

2670 N.E. 215th Street
Miami, Florida 33180-27

that he is the managing member of BVP, LLC and that he has a beneficial interest in the property to be conveyed pursuant to that Agreement between BVP Holdings, LLC and Broadview Park Water Co. (Seller) and Broward County.

2. That the beneficial owners in such entities are as set forth on Exhibits "N-2A" and "N-2B" hereto.

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and flourishes, positioned above a horizontal line.

William Donner

EXHIBIT "N-2A"

To Agreement Between Broward County ("Broward")
And
Broadview Park Water Company ("BPWC") and BVP Holdings, LLC
For Purchase And Sale Of Water System

Interested Beneficiaries in BPCD, a Florida corporation, a General Partner of BPWC:

- | | | |
|-----|---------------------------|--|
| (a) | Rosalyn Shepard McIntosh | 385 Forest Lake Road
Forest City, NC 28043 |
| (b) | Theresa Donner | 310 Hill Street
Way Cross, GA 31501 |
| (c) | Charlotte Donner Jacobson | R.R. #2, Box 1965
Arlington, VT 05250 |
| (d) | Edward Donner | PH 14, 3555 S. Ocean Drive
Palm Beach, FL 33480 |
| (e) | William Donner | 2670 N.E. 215 th Street
Miami, FL 33180-1127 |
| (f) | Margo Donner Taylor | 1250 – 102 nd Street
Bay Harbour, FL 33154 |

EXHIBIT "N-2B"

To Agreement Between Broward County ("Broward")
And
Broadview Park Water Company ("BPWC") and BVP Holdings, LLC
For Purchase And Sale Of Water System

Interested Beneficiaries in First Mickey Corp., a Florida corporation, a General Partner of BPWC:

- | | | |
|-----|---|---|
| (a) | Isidor Michael
and Henrietta Michael | 17720 N. Bay Road, Ph. C-D
Miami Beach, FL 33160 |
| (b) | Jill Permutt | 3691 Wyndermere Circle
Santa Rosa, CA 95403 |
| (c) | Heather Sue Chase | 17720 N. Bay Road, Ph. C-D
Miami Beach, FL 33160 |
| (d) | Lynn Weinstein | 2 Sheridan Road
Scarsdale, NY 10583 |
| (e) | Dayle Friedenber | 265 W. Highway 54
Durham, NC 27713 |

STATE OF FLORIDA)

) SS

COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-officio Clerk of the Board of County Commissioners of said, DO HEREBY CERTIFY that the above and foregoing is a true and correct of Agreement between Broward County and Broadview Park Water Company and BVP Holdings, LLC., as the same appears in the minutes of said Board of County Commissioners held on the 22nd day of June 2004, #6 PH.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of July 2004.

ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR



Grace Notaro
Grace Notaro, Deputy Clerk



**BROWARD COUNTY / BROADVIEW PARK WATER COMPANY
AGREEMENT ("CONTRACT")**

EXHIBIT "B" TO PUBLIC SERVICE COMMISSION APPLICATION

**DISPOSITION OF CUSTOMER DEPOSITS
AND ACCUMULATED INTERESTS**

Exhibit "K" to Contract provides that upon a final reading of the service account, any credits due consumer shall be deducted from any balance owing, and the Net Balance Amount shall be forwarded to County for collection. In the event a consumer credit exists after such deduction, the account transfer shall indicate a zero balance with any remaining credit amount being returned to the consumer.

BROADVIEW PARK WATER COMPANY

**BROWARD COUNTY / BROADVIEW PARK WATER COMPANY
AGREEMENT ("CONTRACT")**

EXHIBIT "C" TO PUBLIC SERVICE COMMISSION APPLICATION

DISPOSITION OF ANY OUTSTANDING FINES, ETC.

Contract provides Broadview Park Water Company is liable for any such fines, etc.

As of the date hereof, Broadview Park Water Company is not aware of any such obligations nor any refunds.

BROADVIEW PARK WATER COMPANY

**BROWARD COUNTY / BROADVIEW PARK WATER COMPANY
AGREEMENT (“CONTRACT”)**

EXHIBIT “D” TO PUBLIC SERVICE COMMISSION APPLICATION

RECEIPT OF FINANCIAL DOCUMENTS BY BROWARD COUNTY

Broward County has obtained from Broadview Park Water Company, the most recent income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of construction, as well as the Utility’s Annual Reports to the Public Service Commission for the previous two (2) years.

BROADVIEW PARK WATER COMPANY



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

82-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

BROADVIEW PARK WATER COMPANY

Whose principal address is

1955 SOUTHWEST 50TH AVENUE

FORT LAUDERDALE, FLORIDA 33314 (BROWARD COUNTY)

to provide WATER service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 3024 DATED 9-23-60 DOCKET 6040-W

ORDER 7257 DATED 6-3-76 DOCKET 750650-W

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



William S. Mayo
Administrative Secretary
William S. Mayo

Chairman