

Return to: Name: STEWART APPROVED TITLE, INC. Address: 917 Emmett Street Kissimmee, Florida 34741 This Instrument Prepared by: JOANNE LING STEWART APPROVED TITLE, INC. 917 Emmett Street Kissimmee, Florida 34741

ORIGINAL

as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it. Property Appraisers Parcel Identification (Folio) Number(s): 03 25 30 4208 000A 00A0 Grantee(s) I.D.# FILE NO: 04011157

WARRANTY DEED

This Warranty Deed Made this 29th day of July, 2004, by MORNINGSIDE UTILITIES, INC.

a corporation existing under the laws of the State of Florida, and having its place of business at 4144 Oakwood Drive St. Cloud, FL 34772

hereinafter called the grantor, to TOHOPEKALIGA WATER AUTHORITY Pursuant to Chapter 189, Florida Statutes

whose post office address is: 101 N. Church Street Kissimmee, FL 34741

hereinafter called the grantee, WITNESSETH: That grantor, for and in consideration of the sum of \$10.00 Dollars, and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto grantee, all that certain land situate in Osceola County, Florida, viz: Tract A, MORNINGSIDE VILLAS UNIT TWO, according to the Official Plat thereof as recorded in Plat Book 4, Page 85, Public Records of Osceola 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; 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, 2003, reservations, restrictions and easements of record, if any. (Wherever used herein the terms "grantor" and "grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporation)

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 and duly authorized, the day and year first above written.

- CMR
COM
CTR
ECR
GCL
OPC
MMS
RCA
SCR
SEC
OTH

ATTEST: Secretary

Signed, sealed and delivered in the presence of:

Witness Signature: Joanne Ling, Debbie Henderson
Witness Printed Name: Joanne Ling, Debbie Henderson

MORNINGSIDE UTILITIES, INC. BY: Gary Turner

STATE OF FLORIDA COUNTY OF OSCEOLA The foregoing instrument was acknowledged before me this 29th day of July, 2004 by Gary Turner as President of MORNINGSIDE UTILITIES, INC., a FLORIDA corporation,

on behalf of the corporation. He/she is personally known to me or has produced driver license(s) as identification.

My Commission expires: Joanne Teresa Ling My Commission DD253534 Expires September 28, 2007

Printed Name: Joanne Teresa Ling Notary Public Serial Number

DOCUMENT NUMBER - DATE 09440 AUG 30 08 FPSC - COMMISSION CI FRK

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Morningside Utilities, Inc., a Florida corporation ("Seller") for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by the Florida legislature as a special purpose local governmental body, corporate and politic ("Buyer"), the receipt of which is hereby acknowledged pursuant to that certain Utility System Asset Acquisition Agreement between the parties, among others, dated \_\_\_\_\_, collectively, the "Purchase Agreement" hereby grants, sells, assigns, and conveys to Buyer all its right, title, and interest in and to all of the personal property, both tangible and intangible, of its Utility System Asset Acquisition and "Purchased Assets," located within Osceola County, as such terms are defined in the Purchase Agreement, including but not limited to, the following:

1. All water and wastewater treatment plants, including reuse and reclaimed water wells, water supplies, wells, collection, transmission and distribution system piping, pumping and effluent and disposal facilities of every kind and description whatsoever including without limitation, all trade fixtures, leasehold improvements, licenses, lift stations, pumps, generators, controls, tanks, distribution, collection or transmission pipes or facilities, valves, meters, service connections, and all other physical facilities, appurtenances and property installations used in the operation of the Utility System; and
2. All items of inventory including but not limited to, all equipment, parts, tools, chemicals, office buildings, computer hardware and associated SCADA software, office fixtures, and other personal property owned by Seller and used exclusively in connection with the operation of the Utility System; and
3. All current customer records, as-built surveys, water and wastewater plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operation manuals, engineering reports, calculations, studies, non-corporate accounting, and non-corporate business records, that related exclusively to the description and operation of the Utility System; and
4. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds and rights to construct, maintain and operate the Utility System; and
5. All customer deposits and interest earned thereon received by Seller up to and including the date hereof; and
6. All utility service fees due and payable on and subsequent to the date hereof pursuant to lot installment sales contracts payable by third parties for the benefit of Seller.

7. All right, title, and interest in and to all warranties, if any, in favor of Seller related to the Utility System.

Seller represents and warrants that it is providing all of its ownership interest in and to the above-referenced property and has removed or provided for the removal of all liens, security interests, or encumbrances.

All capitalized terms utilized herein, and not otherwise defined herein, shall have the meanings ascribed thereto in the Purchase Agreement. The terms and conditions contained in the Purchase Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, this instrument shall be effective as this day 15<sup>th</sup> of June, 2004.

By: Gary K. Turner  
Gary K. Turner

Witnesses:

Barbara L. Lohr

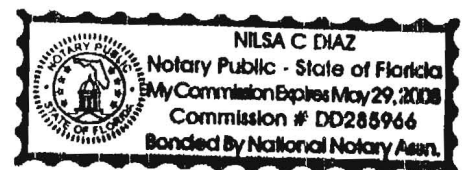
Janet King

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2004 by Gary K. Turner, who is the owner & President of Mahoningville Utilities, Inc., who is personally known to me or who has produced his license as identification.

Notary Name Nilsa C. Diaz

Stamp:



ST. CLOUD, FL. 34772-8187

**Morningside Utilities, Inc.**  
4144 Oakwood Dr.  
St. Cloud, FL 34772  
(407) 892-4675



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

32399-0850

