

ORIGINAL

LAW OFFICES

ROSE, SUNDBSTROM & BENTLEY, LLP

2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301

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(850) 877-6555
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REPLY TO ALTAMONTE SPRINGS

CENTRAL FLORIDA OFFICE
600 S. NORTH LAKE BLVD., SUITE 160
ALTAMONTE SPRINGS, FLORIDA 32701-6177
(407) 830-6331
Fax (407) 830-8522

MARTIN S. FRIEDMAN, P.A.
VALERIE L. LORD

January 11, 2004

HAND DELIVERY

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

RECEIVED-PPSC
05 JAN 11 PM 12:27
COMMISSION
CLERK

Re: Docket No. 0510028 MW; Application of Raintree Utilities, Inc., for amendment of water certificate to extend territory in Lake County, Florida
Our File No.: 39048.01

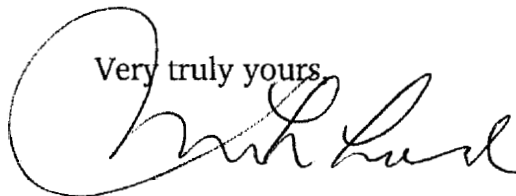
Dear Ms. Bayo:

Enclosed for filing are the original and fifteen (15) copies of the Application of Raintree Utilities, Inc., for amendment of water certificate to extend territory in Lake County, Florida. Also enclosed is this firm's check in the amount of \$200.00 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

Very truly yours,



VALERIE L. LORD
For the Firm

MSF/mp
Enclosures

cc: Mr. Fred Brown (w/enclosure)

M:\1 ALTAMONTE\RAINTREE UTILITIES, INC\PSC Clerk (Bayo) 01.ltr.wpd

DOCUMENT NUMBER-DATE
00398 JAN 11 04
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application of
RAINTREE UTILITIES, INC.
for amendment of water certificate
to extend territory in Lake County, Florida

Docket No. _____

**APPLICATION FOR AMENDMENT
OF WATER CERTIFICATE**

RAINTREE UTILITIES, 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 of Water Certificate No. 539-W to add territory to its certificated water service area ("Proposed Service Area") described in Exhibit "A", in Lake County, Florida, and in support thereof states:

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

Raintree Utilities, Inc.
2100 Lake Eustis Drive
Tavares, FL 32778
Telephone: (352) 343-6677

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

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

DOCUMENT NUMBER-DATE

00398 JAN 11 13

FPSC-COMMISSION CLERK

2. The purpose of this Application is to add territory to the Applicant's certificated water service area. Shamrock Homes, Inc., a related party, has requested the Applicant to provide water service to a proposed residential development in Lake County, Florida. The Applicant has also entered into an agreement with RTG Properties, a non-regulated entity, to acquire its existing water facilities, and to provide water service to its customers. These facilities are adjacent to the proposed residential development. The Applicant proposes to serve the 39 single-family homes that are currently being served by RTG Properties and 100 to 103 new single family homes in the proposed development. A true and correct copy of the Transfer Agreement between the Applicant and RTG Properties is attached hereto as Exhibit "B".

3. As required by Rule 25-30.036, the Applicant provides the following information:

(a) The Applicant's complete name and address are as set out above.

(b) The Applicant has both the financial and technical ability to provide water service to the Proposed Service Area. The Applicant was first certificated by the Commission in Order No. PSC-92-0019-FOF-WU, issued March 10, 1992. Attached as Exhibit "C" is a copy of the financial section from the Applicant's 2003 Annual Report. The Applicant plans to use the facilities acquired from RTG Properties and the water system to be constructed by Shamrock Homes, Inc. and contributed to the Applicant to provide service to the Proposed Service Area.

(1) Shamrock Homes, Inc., the developer of the proposed residential development, is a related party. Shamrock Homes, Inc. proposes to contribute to the

Applicant all of the required land, equipment and materials for the water distribution system necessary to provide water service to the proposed residential development. Pursuant to the Transfer Agreement, the Applicant will acquire from RTG Properties all of the existing water system, including the land, wells, lines and equipment, necessary to provide water service to RTG's customers.

(2) Plant Technicians, Inc. provides technical and testing work to the Applicant's existing operations. Its laboratory certificate number is E83141. Its lead operator, Mr. Jim Branham, operates the Applicant's existing facilities. His license number is 4723C. Utility Technicians, Inc. provides meter reading and billing services to the Applicant's existing operations. Plant Technicians, Inc. and Utility Technicians, Inc. will provide service to the Applicant's facilities in the Proposed Service Area.

(3) There are no outstanding Consent Orders or Notices of Violation from the Department of Environmental Protection against the Applicant.

(c) To the best of the Applicant's knowledge, the provision of service to the Proposed Service Area is consistent with the water provisions of the Lake County Comprehensive Plan, as approved by the Department of Community Affairs, as of the date of filing this Application.

(d) Evidence that the Applicant will own the land on which the treatment facilities that will serve the proposed Service Area are located is attached as Exhibit "B". In addition, Shamrock Homes, Inc. will contribute the water system to be constructed in the proposed residential development to the Applicant.

(e) A description of the Proposed Service Area, using township, range and

section references is attached as Exhibit "A".

(f) A copy of the detailed system map showing the lines, treatment facilities and the Proposed Service Area is attached as Exhibit "D".

(g) Not Applicable

(h) Not applicable

(i) A copy of the official Lake County tax assessment map or other map showing township, range and section, with a scale such as 1" = 200' or 1" = 400', with the proposed territory plotted thereon by use of metes and bounds or quarter sections, and with a defined reference point of beginning is attached hereto as Exhibit "E".

(j) A statement describing the capacity of the existing lines, the capacity of the treatment facilities, the design capacity of the proposed extension, the current peak and max/day flows of the facilities and the anticipated demand by customers in the Proposed Service Area is attached as Exhibit "F".

(k) The Department of Environmental Protection issued permit number PWS ID#3354660 to the water system to be acquired from RTG Properties. The Department of Environmental Protection has not issued any permits for the proposed systems at this time. The water system to be acquired from RTG Properties does not have a Consumptive Use Permit from the St. Johns River Water Management District. The Applicant will apply for a consumptive use permit. All relevant permit numbers will be provided when issued.

(l) The Applicant does not intend to finance the construction. The consideration for the transfer of the existing water facilities is \$1.00 and the Applicant's agreement to provide water service to RTG's existing customers. All components of the

water system for the proposed residential development will be contributed to the Applicant by a related party, Shamrock Homes, Inc. There will not be any material impact on the Applicant's capital structure.

(m) The Applicant proposes to provide service to 139 to 143 single family homes.

(n) The Applicant does not anticipate that there will be any impact on its current monthly rates and service availability charges. The addition of new customers will allow additional economies of scale which will benefit existing customers and permit the Applicant to continue to operate under its existing rate structure.

(o) Attached as Exhibit "G" to this Application are the original and two copies of the revised water tariff sheets reflecting the addition of the Proposed Service Area. Copies of the revised tariff sheets are attached to each copy of the Application.

(p) Original Water Certificate No. 539-W is attached hereto as Exhibit "H".

(q) The Applicant's rates were last established in 1992 pursuant to Order No. PSC-92-0019-FOF-WU. They were not changed when the Applicant's Application for Transfer of Majority Organizational Control was approved on April 28, 2000 in Order No. PSC-00-0843-FOF-WU.

(r) Attached hereto as Exhibit "I" is an Affidavit that the Applicant has on file with the Commission a tariff and current annual report.

4. The addition of the Proposed Service Area is not intended to, nor will it, affect the type or quality of service provided by the Applicant to Applicant's existing customers. The addition of the Proposed Service Area will not interrupt, curtail or otherwise affect the

provision of water service to the Applicant' existing customers.

5. 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 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 accompanied the affidavit.

6. 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 Proposed Service Area.

7. 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.

8. The Proposed Service Area has the proposed capacity to serve between 100 and 200 ERC's, so the appropriate filing fee is \$200.00, which is attached.

Respectfully submitted on this 11th day
of January 2005, by:

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

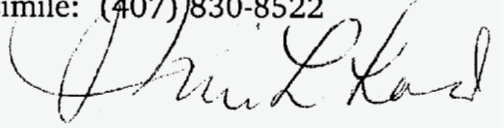
By: 
MARTIN S. FRIEDMAN
VALERIE L. LORD
For the Firm

EXHIBIT "A"

DESCRIPTION OF PROPOSED SERVICE AREA

Township 19 South, Range 25 East

Section 2 A portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 19 South, Range 25 East, Lake County, Florida, and a portion of the Southwest $\frac{1}{4}$ of Section 2, Township 19 South, Range 25 East, Lake County, Florida, more particularly described as:

Begin at the Southwest quarter corner of the Southeast $\frac{1}{4}$ of said Section 2, Township 19 South, Range 25 East, Lake County, Florida; thence run N18° 14' 43"W a distance of 335.91 feet to the Southeast corner of Silver Oaks Subdivision, recorded in Plat Book 28, Page 12, Public Records of Lake County, Florida. Thence run along the South, West, and North lines of the above mentioned subdivision for the following three courses: N89° 14' 01"W a distance of 546.47 feet; thence run N 00° 46' 28"E a distance of 1294.38 feet; thence run S89° 11' 16"E a distance of 546.67 feet to the West line of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 2; thence run N00° 47' 01"E along said West line a distance of 8.52 feet to the southerly right-of-way of Poe Street per ORB 749, Page 347, Public Records of Lake County, Florida' thence run along said southerly right-of-way S89° 14' 22"E a distance of 625.67 feet; thence run N05° 49' 13"E a distance of 25.12 feet to the North Line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 2; thence departing said southerly right-of-way, run S89° 15' 16"E along said North line a distance of 1039.47 feet to the East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 2; thence run S00° 48' 49"W along said East line a distance of 1327.55 feet to the South line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 2; thence run N89° 15' 48"W along said South line a distance of 1,330.75 feet to the POINT OF BEGINNING. CONTAINING 66.69 ACRES, MORE OR LESS.

EXHIBIT "B"

TRANSFER AGREEMENT

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement") is made this ____ day of November, 2004, by and between RTG Properties, a Florida general partnership, whose address is P.O. Box 120374, Clermont, Florida 34712, ("Transferor"), and Raintree Utilities, Inc., a Florida corporation, whose address is 2100 Lake Eustis Drive, Tavares, Florida 32778 ("Transferee").

RECITALS:

- A. Transferor owns and operates a potable water supply, treatment, transmission and distribution system more fully described in Exhibit "A" ("Water System") located in Lake County, Florida, on land more fully described in Exhibit "B" ("Property").
- B. Transferor wishes to transfer to Transferee, and Transferee wishes to acquire, the Water System, together with all easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, streets and other areas owned or used by Transferor for the construction, operation and maintenance of the Water System, and all of Transferor's other rights, privileges, duties and obligations relating to the Water System, more fully described in Exhibit "A" (collectively referred to as the "Assets").
- C. Transferor and Transferee wish to set forth the terms and conditions for the transfer of the Assets.

NOW, THEREFORE, in consideration of the sum of \$100.00, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Transferor and Transferee hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein for all purposes.
2. COVENANT TO TRANSFER; ASSETS.
 - A. Transferor shall transfer to Transferee, and Transferee shall acquire from Transferor, the Assets, together with all rights, duties, privileges and obligations relating to the Assets, upon the terms, and subject to the conditions, set forth in this Agreement.

B. Transferee shall assume, be responsible for and perform all of the duties and obligations of Transferor relating to the Assets, more fully described in Exhibit "C", including the obligation to provide water service to customers in the area presently served by the Water System ("Obligations"). The tariff approved by the Florida Public Service Commission for the provision of water service to customers in Shamrock Homes' proposed residential development in Lake County, which is adjacent to the Property, shall also apply to the provision of water service to customers presently served by the Water System.

3. DOCUMENTS.

At the Closing, Transferor shall deliver such instruments as Transferee deems necessary or desirable to transfer title to the Assets to Transferee, and enabling Transferee to assume the Obligations. Title to the Assets shall be free and clear of all liens, encumbrances, debts, liabilities, or third party claims whatsoever.

4. REPRESENTATIONS AND WARRANTIES OF TRANSFEROR. As a material inducement to Transferee to execute this Agreement and perform its obligations hereunder, Transferor makes the representations and warranties shown in Exhibit "D" to Transferee.

5. REPRESENTATIONS AND WARRANTIES OF TRANSFEEEE. As a material inducement to Transferor to execute this Agreement and to perform its obligations hereunder, Transferee makes the representations and warranties shown in Exhibit "E" to Transferor.

6. INDEMNIFICATION

A. Transferor shall indemnify and hold Transferee, and its directors, officers, employees and agents, harmless from and against any and all losses or damages, claims, demands, deficiencies, liabilities, obligations, costs and/or expenses (including, but not limited to reasonable administrative, trial, and appellate attorney fees and costs incurred in connection with investigating, preparing to defend, or defending any action, suit or proceeding commenced, or threatened, or any claim whatsoever) suffered by Transferee or its directors, officers, employees and agents, whether accrued, absolute, contingent or otherwise, and which result from the operation or activities of Transferor prior to the Closing.

B. Transferee shall indemnify and hold Transferor, and its partners, employees and agents, harmless from and against any and all losses or damages, claims, demands, deficiencies, liabilities, obligations, costs

and/or expenses (including, but not limited to reasonable administrative, trial, and appellate attorney fees and costs incurred in connection with investigating, preparing to defend, or defending any action, suit or proceeding commenced, or threatened, or any claim whatsoever) suffered by Transferor or its partners, employees and agents, whether accrued, absolute, contingent or otherwise, and which result from the operation or activities of Transferee after the Closing.

7. CONDITIONS PRECEDENT TO CLOSING. The obligation of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing:

- A. The Water System shall have sufficient capacity, or shall be able to be expanded, to provide water service to Shanrock Homes' proposed residential development in Lake County located on land adjoining the Property. Transferee shall determine, at its expense, the required capacity to provide such water service.
- B. Transferee shall have obtained all necessary regulatory and governmental approvals for the acquisition of the Assets, including but not limited to, an amendment to its certificate of authorization issued by the Florida Public Service Commission.
- C. Neither party shall be prohibited by decree or law from consummating the transaction.
- D. There shall not be pending at the time of the Closing, any legal action or proceeding that prohibits the acquisition or sale of the Assets or prohibits Transferee or Transferor from closing the transaction or Transferee from transferring the Assets to Transferor, or that inhibits or restricts in any material manner Transferee's use, title, or enjoyment of the Assets.
- E. The partners of Transferor and Board of Directors of Transferee shall have ratified and approved the execution of this Agreement and authorized the transfer of the Assets.
- F. All parties shall have performed all of the undertakings required to be performed by it under the terms of this Agreement prior to or at the Closing.
- G. As of the date of the Closing, there shall have been no material adverse change in the applicable law, or in the condition of the Assets.

II. All warranties and representations of the parties shall be true in all material respects as of the date of the Closing, except to the extent they may specifically refer to another date.

8. PRE-CLOSING CONDUCT; COVENANTS. Prior to the Closing, the parties covenant to each other, and shall conduct themselves, as follows:

A. Within ten (10) days after the execution of this Agreement, Transferor shall either furnish to Transferee, or provide Transferee with ready access to, the following, to the extent they are in the possession of Transferor, its employees, representatives, or agents:

i. Copies of all plans and specifications showing the Water System as now constructed (as-built), including any facilities under construction, together with a detailed engineering map showing the water transmission lines, and appurtenances as now constructed, and all other facilities constituting the Water System.

ii. A copy of all warranties held by Transferor with respect to completed, or in progress, construction work with respect to the Water System, in addition to, a copy of all warranties relating to the Assets.

B. During the period between the date of this Agreement and the date of the Closing, Transferor shall:

i. Operate and maintain the Assets in a normal and usual manner, to ensure that the condition of the Assets shall not be materially diminished or depleted, normal wear and tear excepted;

ii. Promptly notify Transferee of any notification received by Transferor from any person, business, or agency of any existing, or potential, environmental law violation;

iii. Provide Transferee, or its designated agent(s), with access to the Assets on reasonable advance notice and during normal business hours;

iv. Promptly notify Transferee of any event, activity or occurrence that has, or may have, a material adverse effect on Transferor or this transaction.

9. TERMINATION OF AGREEMENT.

- A. This Agreement may be terminated by mutual written consent of the parties, or by either party, in its sole discretion, upon the occurrence of any of the following:
- i. The failure of any of the conditions precedent described in Section 7 of this Agreement.
 - ii. Any material breach of this Agreement by the other party, including, but not limited to, a material breach of any representation or warranty, if the breaching party has not cured such breach within 30 days after notice, provided, however, such breach must in any event be cured prior to the Closing unless the date for cure has been extended by the non-breaching party.
 - iii. Any other basis for termination set forth in this Agreement.
- B. Upon the occurrence of any of the bases for termination of this Agreement, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other party by delivering the same as provided in this Agreement.
- D. Upon the termination of this Agreement:
- i. Each party shall return all documents, including copies, in its possession, or in the possession of its agents and consultants to the other, as the case may be. Each party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information.
 - ii. Each party shall be responsible for payment of its own attorneys' and other professionals' fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.
- E. In the event of termination of this Agreement, this Agreement shall forthwith become void and there shall be no liability on the part of Transferee or Transferor, or their respective officers, directors, managers or members, other than as provided for herein.

10. CLOSING DATE AND CLOSING.

- A. The closing shall be held on or before _____, 2005, at the offices of Raintree Utilities, Inc. at 2100 Lake Eustis Drive, Tavares,

Florida 32778 (*Closing*), unless the parties mutually agree to conduct the Closing on a different date, or at a different time or place.

B. At the Closing:

- i. Title to the Assets shall be conveyed to Transferee by deed, assignment or other instrument of transfer, free of all claims, liens, or encumbrances, whatsoever.
- ii. All documentary stamps, if required, on the deeds of conveyance of the Assets shall be paid by Transferee.
- iii. Real property and personal property taxes on the Assets, and any other applicable taxes, shall be prorated as of the date of the Closing. All other taxes and assessments accrued or owed by Transferor as of the date of the Closing with respect to the Assets, shall be and remain the obligation of Transferor. All other taxes and assessments imposed or attempted to be imposed from and after the date of the Closing with respect to the Assets, shall be the obligation of Transferee.
- iii. Transferor represents that it has no customer deposits.
- iv. All connection charges (defined as connection, plant capacity, main extension, capital or other charges paid for the availability of utility services) received by Transferor prior to the date of the Closing shall be retained by Transferor; provided, however, that physical connection to the Water System by the customer has occurred prior to the Closing. If no physical connection has occurred prior to the Closing, the prepaid connection charge shall be credited to Transferee at the Closing. Connection charges paid after the Closing shall be the property of Transferee.
- v. Each party shall pay its own attorneys', bankers', engineers', accountants', and other professional advisers' or consultants' fees in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing.
- vi. All bills for services, materials and supplies rendered in connection with the operation of the Assets prior to the date of the Closing, shall be paid by Transferor.
- vii. All other required prorations shall be made.

viii. Transferee shall assume the liability for prepaid base facility or usage charges, and credit shall be given to Transferee for such charges.

11. POST CLOSING COOPERATION Transferor and Transferee shall, at any time and from time to time after the Closing, upon reasonable request of the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties. Each of the parties hereto shall provide the other with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to the transactions contemplated by this Agreement. Such assistance shall include making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The party requesting assistance hereunder shall reimburse the other for reasonable out-of-pocket expenses incurred in providing such assistance.

12. MISCELLANEOUS PROVISIONS.

- A. This Agreement, the Exhibits attached hereto, and the documents referred to herein, collectively embody the entire agreement and understanding between the parties and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.
- B. Any notice or other document required or allowed to be given pursuant to this Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by facsimile transmission with written confirmation. A single notice delivered to Transferee or Transferor, as the case may be, in care of the representative designated below, or such other representative designated by the Transferor or Transferee from time to time, shall be sufficient notice.

If to Transferor such notice shall be addressed to Transferor at:

RTG Properties, a Florida general partnership
c/o Mr. Rodney T. Griffin

P.O. Box 120374
Clermont, FL 34712

If to Transferee, such notice shall be addressed to Transferee at:

Raintree Utilities, Inc.
c/o Mr. Fred Brown, Controller
2100 Lake Eustis Drive
Tavares, FL 32778

- C. The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.
- D. The drafting of this Agreement constituted a joint effort of the parties, and in the interpretation hereof it shall be assumed that no party had any more input or influence than any other. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.
- E. This Agreement is solely for the benefit of the parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party hereto.
- F. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- G. In the event of any litigation that arises between the parties with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs at all trial and appellate levels.
- H. This Agreement may be amended or modified only if executed in writing by the parties hereto, and if executed with the same formalities as the original Agreement.
- I. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

Transferor:

RTG PROPERTIES,
A FLORIDA GENERAL PARTNERSHIP

Rodney T. Griffin
By: Rodney T. Griffin
Title: Partner

Sherry Griffin Hindman
By: Sherry Griffin Hindman
Title: Partner

Tommy Tansett
By: Tommy Tansett
Title: Partner

Transferee:

RAINTREE UTILITIES, INC.

Frederick A. Brown
Frederick A. Brown
Secretary

By: *Frederick A. Brown*
Title: *V.P., Secy*

(SEAL)

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 9th day of December, 2004, by Rodney T. Griffin, one of the partners of RTG Properties, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

Notary Public *Georgia Griggs Smith*

My Commission Expires:
9

GEORGIA GRIGGS SMITH
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # 00 313663
EXPIRES 05/15/2008
LONGEST TERM 1098-NOTARY

(NOTARY ATTESTATIONS CONTINUE ON NEXT PAGE)

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 2nd day of Dec., 2004, by Sherry Griffin Hindman, one of the partners of RTC Properties, a Florida general partnership, on behalf of the partnership. She is personally known to me or has produced _____ as identification.

Notary Public *Florida Gross Smith*

My Commission Expires:

FLORIDA GROSS SMITH
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # 00315688
EXPIRES 06/15/2008
BORN 01/29/1958 (MAY 1)

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 2nd day of Dec., 2004, by Tommy Tamscit, one of the partners of RTC Properties, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

Notary Public *Florida Gross Smith*

My Commission Expires:

FLORIDA GROSS SMITH
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # 00315688
EXPIRES 06/15/2008
BORN 01/29/1958 (MAY 1)

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 2nd day of Dec., 2004, by Frederick A. Brown, as Vpres/Sec. of Raintree Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Notary Public *Florida Gross Smith*

My Commission Expires:

FLORIDA GROSS SMITH
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # 00315688
EXPIRES 06/15/2008
BORN 01/29/1958 (MAY 1)

EXHIBIT "A"

DESCRIPTION OF ASSETS

1. The interests in real property owned by Transferor as identified in Schedule "1".
2. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, streets and other areas owned or used by Transferor for the construction, operation and maintenance of the Water System as identified in Schedule "1".
3. All water distribution facilities owned by Transferor and used primarily in connection with the Water System, together with all additions or replacements thereto.
4. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Water System for the distribution of potable water, except for those rights relating to water capacity.
5. All customer records, customer lists, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information relating to the Water System in Transferor's possession.
6. All sets of record drawings, including as-built drawings, showing all facilities of the Water System in Transferor's possession, including all original tracings, sepias or other reproducible materials.
7. All rights of Transferor under any Developer Agreements assumed by Transferee, as identified in Schedule "2".
8. All rights to provide water service to customers in the area served by the Water System, to the extent that Transferor possesses any.

Schedule "1"

Rights in Real Property to be Transferred

The real property and interests in real property owned by Transferor, and all buildings and improvements located thereon, more fully described as follows:

Well site, Silver Oaks Subdivision, according to the Plat thereof recorded in Plat Book 28, Page 12, Public Records of Lake County, Florida, more particularly described as follows:

Begin at the Southeast corner of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast of Section 2, Township 19 South, Range 25 East, Lake County, Florida;

Thence run South $89^{\circ} 55' 36''$ West, along the South line of the Southeast of the Southwest of said Section 2, a distance of 242.36 feet; thence departing said South line North $00^{\circ} 01' 18''$ West a distance of 106.52 feet to an intersection with a circular curve Northwesterly, having a chord bearing of North $53^{\circ} 25' 45''$ East, and a radius of 133 feet; thence Northeasterly along the arc of said curve through a central angle of $73^{\circ} 05' 52''$ for 169.68 feet to an intersection with a circular curve Southwesterly, having a chord bearing of South $40^{\circ} 26' 19''$ East and a radius of 100 feet; thence Southeasterly along the arc of said curve through a central angle of $80^{\circ} 49' 17''$ for 141.06 feet to a non-tangent line; thence North $89^{\circ} 58' 20''$ East a distance of 30.97 feet to the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast of the Southwest of Section 2, Township 19 South, Range 25 East; thence South $00^{\circ} 03' 23''$ East along said East line a distance of 101.92 to the POINT OF BEGINNING.

TOGETHER WITH all easements of record, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, streets and other areas owned or used by Transferor for the construction, operation and maintenance of the Water System, located within land more fully described as follows:

A parcel of land situated in Section 2, Township 19 South, Range 25 East, Lake County, Florida, more particularly described as follows:

The West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast of the Southwest ; and the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southeast of the Southwest , LESS the West 125 feet thereof (per deed);

and more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast of the Southwest $\frac{1}{2}$ of Section 2, Township 19 South, Range 25 East, Lake County, Florida; thence South $89^{\circ} 55' 36''$ West, along the South line of the Southeast of the Southwest of said Section 2, 547.55 feet; thence North $00^{\circ} 03' 56''$ West 1327.39 feet to the centerline of County Road District 1 - 5832, also the North line of the Southeast of the Southwest of said Section 2; thence North $89^{\circ} 56' 07''$ East along said North line 546.68 feet to the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast of the Southwest of said Section 2; thence South $00^{\circ} 03' 23''$ East along said East line 1327.31 feet to the POINT OF BEGINNING.

and recorded in Plat Book 28, Page 12, of the Public Records of Lake County,
Florida.

Schedule "2"
Developer Agreements Assumed by Transferee

None

EXHIBIT "B"**REAL PROPERTY**

A parcel of land situated in Section 2, Township 19 South, Range 25 East, Lake County, Florida, more particularly described as follows:

The West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast of the Southwest ; and the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southeast of the Southwest , LESS the West 125 feet thereof (per deed);

and more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast of the Southwest $\frac{1}{2}$ of Section 2, Township 19 South, Range 25 East, Lake County, Florida; thence South 89° 55' 36" West, along the South line of the Southeast of the Southwest of said Section 2, 547.55 feet; thence North 00° 03' 56" West 1327.39 feet to the centerline of County Road District 1 - 5852, also the North line of the Southeast of the Southwest of said Section 2; thence North 89° 56' 07" East along said North line 546.68 feet to the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast of the Southwest of said Section 2; thence South 00° 03' 23" East along said East line 1327.31 feet to the POINT OF BEGINNING.

EXHIBIT "C"

OBLIGATIONS ASSUMED BY TRANSFEREE

All contracts, whether oral or written, for the provision of water service to customers presently served by the Water System.

EXHIBIT "D"**REPRESENTATIONS AND WARRANTIES OF TRANSFEROR**

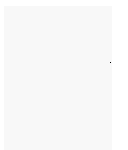
1. Transferor is a general partnership, duly organized, validly existing and in good standing under the laws of the State of Florida. Transferor has all requisite power and authority to carry on its business as now being conducted, to enter into this Agreement, and to carry out and perform the terms and conditions of this Agreement.
2. The execution, delivery and performance of this Agreement by Transferor, and the consummation by Transferor of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of Transferor.

EXHIBIT "E"**REPRESENTATIONS AND WARRANTIES OF TRANSFEREE**

1. Transferee is duly organized, validly existing and in good standing under the laws of the State of Florida. Transferee has all requisite corporate power and authority to carry on its business as now being conducted, to enter into this Agreement, and to carry out and perform the terms and conditions of this Agreement.
2. The execution, delivery and performance of this Agreement by Transferee, and the consummation by Transferor of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of Transferee.

EXHIBIT "C"
FINANCIAL STATEMENTS

FINANCIAL SECTION



REPORT OF

Rainetree Utilities, Inc.
(EXACT NAME OF UTILITY)

2100 Lake Eustis Dr.
Tavares, FL 32778
Mailing Address

Street Address
Lake
County

Telephone Number (352) 343-6677 EXT 18

Date Utility First Organized 12/21/87

Fax Number (352) 343-7378

E-mail Address fredbrown@shamrockhomes.com

Sunshine State One-Call of Florida, Inc. Member No. _____

Check the business entity of the utility as filed with the Internal Revenue Service:

Individual Sub Chapter S Corporation 1120 Corporation Partnership

Name, Address and phone where records are located: Shamrock Homes, Inc., 2100 Lake Eustis Tavares, FL 32778 (352) 3436677

Name of subdivisions where services are provided: Rain tree Harbor

CONTACTS:

Name	Title	Principle Business Address	Salary Charged Utility
Person to send correspondence: <u>Fred Brown</u>	<u>V.P.</u>	<u>2100Lake Eustis Dr.</u>	
Person who prepared this report: <u>Fred Brown</u>			
Officers and Managers: <u>Kieth Shamrock</u>	<u>President</u>	<u>Same</u>	\$ <u>2,400</u>
<u>Gloria Smith</u>	<u>Office Manager</u>	<u>Same</u>	\$ <u>1,800</u>
<u>Fred Brown</u>	<u>V.P.</u>	<u>Same</u>	\$ <u>1,800</u>
			\$ _____
			\$ _____

Report every corporation or person owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility:

Name	Percent Ownership in Utility	Principle Business Address	Salary Charged Utility
<u>Kieth Shamrock</u>	<u>100</u>	<u>Same</u>	\$ <u>2,400</u>
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____

UTILITY NAME: Raintree Utilities, Inc.

YEAR OF REPORT DECEMBER 31, 2003

INCOME STATEMENT

Account Name	Ref. Page	Water	Wastewater	Other	Total Company
Gross Revenue:					
Residential_____		\$ 43,791	\$ _____	\$ _____	\$ 43,791
Commercial_____		_____	_____	_____	_____
Industrial_____		_____	_____	_____	_____
Multiple Family_____		_____	_____	_____	_____
Guaranteed Revenues_____		_____	_____	_____	_____
Other (Specify) <u>Int. Income</u>		38	_____	_____	38
Total Gross Revenue_____		\$ 43,829	\$ _____	\$ _____	\$ 43,829
Operation Expense (Must refer to pages W-3 and S-3)	W-3, S-3	\$ 30,913	\$ _____	\$ _____	\$ 30,913
Depreciation Expense_____	F-5	2,019	_____	_____	2,019
CIAC Amortization Expense_____	F-8	_____	_____	_____	_____
Taxes Other Than Income_____	F-7	2,833	_____	_____	2,833
Income Taxes_____	F-7	737	_____	_____	737
Total Operating Expense		\$ 36,502	_____	_____	\$ 36,502
Net Operating Income (Loss)		\$ 7,327	\$ _____	\$ _____	\$ 7,327
Other Income:					
Nonutility Income_____		\$ _____	\$ _____	\$ _____	\$ _____
Other Deductions:					
Miscellaneous Nonutility Expenses_____		\$ _____	\$ _____	\$ _____	\$ _____
Interest Expense_____		4,000	_____	_____	4,000
Net Income (Loss)		\$ 3,327	\$ _____	\$ _____	\$ 3,327

UTILITY NAME: Raintree Utilities, Inc.

YEAR OF REPORT DECEMBER 31, 2003

COMPARATIVE BALANCE SHEET

ACCOUNT NAME	Reference Page	Current Year	Previous Year
Assets:			
Utility Plant in Service (101-105) -----	F-5,W-1,S-1	\$ 71,471	\$ 65,719
Accumulated Depreciation and Amortization (108) -----	F-5,W-2,S-2	12,341	10,264
Net Utility Plant -----		\$ 59,130	\$ 55,455
Cash -----		14,747	18,457
Customer Accounts Receivable (141) -----		607	(433)
Other Assets (Specify): -----			
<u>Utility Plant ACQ ADJ</u> -----		14,813	14,813
-----		-----	-----
Total Assets -----		\$ 89,297	\$ 88,292
Liabilities and Capital:			
Common Stock Issued (201) -----	F-6	100	100
Preferred Stock Issued (204) -----	F-6		
Other Paid in Capital (211) -----			
Retained Earnings (215) -----	F-6	6,992	3,723
Proprietary Capital (Proprietary and partnership only) (218) -----	F-6		
Total Capital -----		\$ 7,092	\$ 3,823
Long Term Debt (224) -----	F-6	\$	\$
Accounts Payable (231) -----			
Notes Payable (232) -----			
Customer Deposits (235) -----			
Accrued Taxes (236) -----			
Other Liabilities (Specify) -----			
<u>Accrued Int. to shareholder</u> -----		14,034	10,034
<u>Accrued Rent, Prof services</u> -----		18,171	24,435
<u>Loan Due Officer</u> -----		50,000	50,000
Advances for Construction -----			
Contributions in Aid of Construction - Net (271-272) -----	F-8		
Total Liabilities and Capital -----		\$ 89,297	\$ 88,292

UTILITY NAME: Raintree utilities, Inc.

YEAR OF REPORT
DECEMBER 31, 2003

GROSS UTILITY PLANT

Plant Accounts: (101 - 107) inclusive	Water	Wastewater	Plant other Than Reporting Systems	Total
Utility Plant in Service (101)	\$ 71,471	\$	\$	\$ 71,471
Construction Work in Progress (105)				
Other (Specify)				
Total Utility Plant	\$ 71,471	\$	\$	\$ 71,471

ACCUMULATED DEPRECIATION (A/D) AND AMORTIZATION OF UTILITY PLANT

Account 108	Water	Wastewater	Other Than Reporting Systems	Total
Balance First of Year	\$ 10,264	\$	\$	\$ 10,264
Add Credits During Year:				
Accruals charged to depreciation account	\$ 2,019	\$	\$	\$ 2,019
Salvage				
Other Credits (specify)				
Prior year adjust	58			58
Total Credits	\$ 2,077	\$	\$	\$ 2,077
Deduct Debits During Year:				
Book cost of plant retired	\$	\$	\$	\$
Cost of removal				
Other debits (specify)				
Total Debits	\$	\$	\$	\$
Balance End of Year	\$ 12,341	\$	\$	\$ 12,341

UTILITY NAME: Raintree Utilities, Inc.

YEAR OF REPORT DECEMBER 31, 2003

CAPITAL STOCK (201 - 204)

	Common Stock	Preferred Stock
Par or stated value per share _____	\$ 1.00	
Shares authorized _____	100	
Shares issued and outstanding _____	100	
Total par value of stock issued _____	100	
Dividends declared per share for year _____	-0-	

RETAINED EARNINGS (215)

	Appropriated	Un- Appropriated
Balance first of year _____	\$ _____	\$ 3,723
Changes during the year (Specify):		
<u>Net Income</u> _____		<u>3,327</u>
<u>Prior Year Adjustment (DEPR)</u> _____		<u>(58)</u>
Balance end of year _____	\$ _____	\$ 6,992

PROPRIETARY CAPITAL (218)

	Proprietor Or Partner	Partner
Balance first of year _____	\$ _____	\$ _____
Changes during the year (Specify):		

Balance end of year _____	\$ _____	\$ _____

LONG TERM DEBT (224)

Description of Obligation (Including Date of Issue and Date of Maturity):	Interest		Principal per Balance Sheet Date
	Rate	# of Pymts	
_____			\$ _____
_____			\$ _____
Total _____			\$ _____

UTILITY NAME: Raintree Utilities, Inc.

YEAR OF REPORT DECEMBER 31, 2003

TAX EXPENSE

(a)	Water (b)	Wastewater (c)	Other (d)	Total (e)
Income Taxes:				
Federal income tax _____	\$ 558	\$ _____	\$ _____	\$ 558
State income Tax _____	179	_____	_____	179
Taxes Other Than Income:				
State ad valorem tax _____	862	_____	_____	862
Local property tax _____	_____	_____	_____	_____
Regulatory assessment fee _____	1971	_____	_____	1971
Other (Specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Tax Expense _____	\$ 3,570	\$ _____	\$ _____	\$ 3,570

PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES

Report all information concerning outside rate, management, construction, advertising, labor relations, public relations, or other similiar professional services rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever amounting to \$500 or more.

Name of Recipient	Water Amount	Wastewater Amount	Description of Service
Wicks Consulting	\$ 2,922	\$ _____	Engr. Study- Permitting
Beemer, Pricher	\$ 1,400	\$ _____	Income Tax _____
Plant Technicians	\$ 6,447	\$ _____	Testing & other service
Utility Technicians	\$ 6,007	\$ _____	Billing, other serv.
Shamrock Homes, Inc	\$ 16,500	\$ _____	Rent, Ins, Maint.
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____

UTILITY NAME: Raintree Utilities, Inc.

YEAR OF REPORT
DECEMBER 31 2003

CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

(a)	Water (b)	Wastewater (c)	Total (d)
1) Balance first of year _____	\$ _____	\$ _____	\$ _____
2) Add credits during year _____	\$ _____	\$ _____	\$ _____
3) Total _____	_____	_____	_____
4) Deduct charges during the year _____	_____	_____	_____
5) Balance end of year _____	_____	_____	_____
6) Less Accumulated Amortization _____	_____	_____	_____
7) Net CIAC _____	\$ _____	\$ _____	\$ _____

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)

Report below all developers or contractors agreements from which cash or property was received during the year.	Indicate "Cash" or "Property"	Water	Wastewater
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Sub-total _____		\$ _____	\$ _____
Description of Charge	Number of Connections	Charge per Connection	
_____	_____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
Total Credits During Year (Must agree with line # 2 above.) _____		\$ _____	\$ _____

ACCUMULATED AMORTIZATION OF CIAC (272)

	Water	Wastewater	Total
Balance First of Year _____	\$ _____	\$ _____	\$ _____
Add Debits During Year: _____	_____	_____	_____
Deduct Credits During Year: _____	_____	_____	_____
Balance End of Year (Must agree with line #6 above.) _____	\$ _____	\$ _____	\$ _____

**** COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR ****

UTILITY NAME: Raintree Utilities, Inc.

YEAR OF REPORT DECEMBER 31 2003

SCHEDULE "A"

SCHEDULE OF COST OF CAPITAL USED FOR AFUDC CALCULATION (1)

Class of Capital (a)	Dollar Amount (b)	Percentage of Capital (c)	Actual Cost Rates (d)	Weighted Cost [c x d] (e)
Common Equity	\$ _____	_____ %	_____ %	_____ %
Preferred Stock	_____	_____ %	_____ %	_____ %
Long Term Debt	_____	_____ %	_____ %	_____ %
Customer Deposits	_____	_____ %	_____ %	_____ %
Tax Credits - Zero Cost	_____	_____ %	0.00 %	_____ %
Tax Credits - Weighted Cost	_____	_____ %	_____ %	_____ %
Deferred Income Taxes	_____	_____ %	_____ %	_____ %
Other (Explain)	_____	_____ %	_____ %	_____ %
Total	\$ _____	100.00 %		_____ %

(1) Must be calculated using the same methodology used to calculate AFUDC rate approved by the Commission.

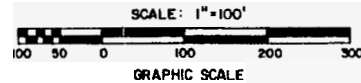
APPROVED AFUDC RATE

Current Commission approved AFUDC rate: _____ %
Commission Order Number approving AFUDC rate: _____

EXHIBIT "D"

DETAILED SYSTEM MAPS

LAKE COUNTY, FLORIDA



DESCRIPTION: (METES & BOUNDS):

FOR A POINT OF BEGINNING, BEGIN AT THE S.E. CORNER OF THE W1/2 OF THE E1/2 OF THE SE1/4 OF THE SW1/4 OF SEC. 2, TWP. 19S, RGE. 25E, LAKE COUNTY, FLORIDA;
FROM THE P.O.B. THUS DESCRIBED, PROCEED
S89°55'36"W ALONG THE S. LINE OF THE SE1/4 OF THE SW1/4 OF SAID SEC. 2, 547.55 FT.; THENCE
N00°03'56"W 1327.39 FT. TO THE CENTERLINE OF COUNTY ROAD DIST. 1-5832, ALSO THE NORTH LINE OF THE SE1/4 OF THE SW1/4 OF SAID SEC. 2;
THENCE N89°56'07"E ALONG SAID N. LINE 546.68 FT. TO THE E. LINE OF THE W1/2 OF THE E1/2 OF THE SE1/4 OF THE SW1/4 OF SAID SEC. 2; THENCE S00°03'23"E ALONG SAID E. LINE 1327.31 FT. TO THE P.O.B.

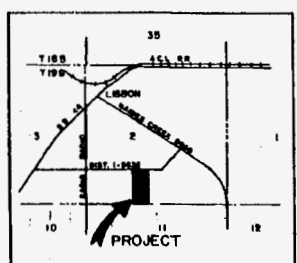
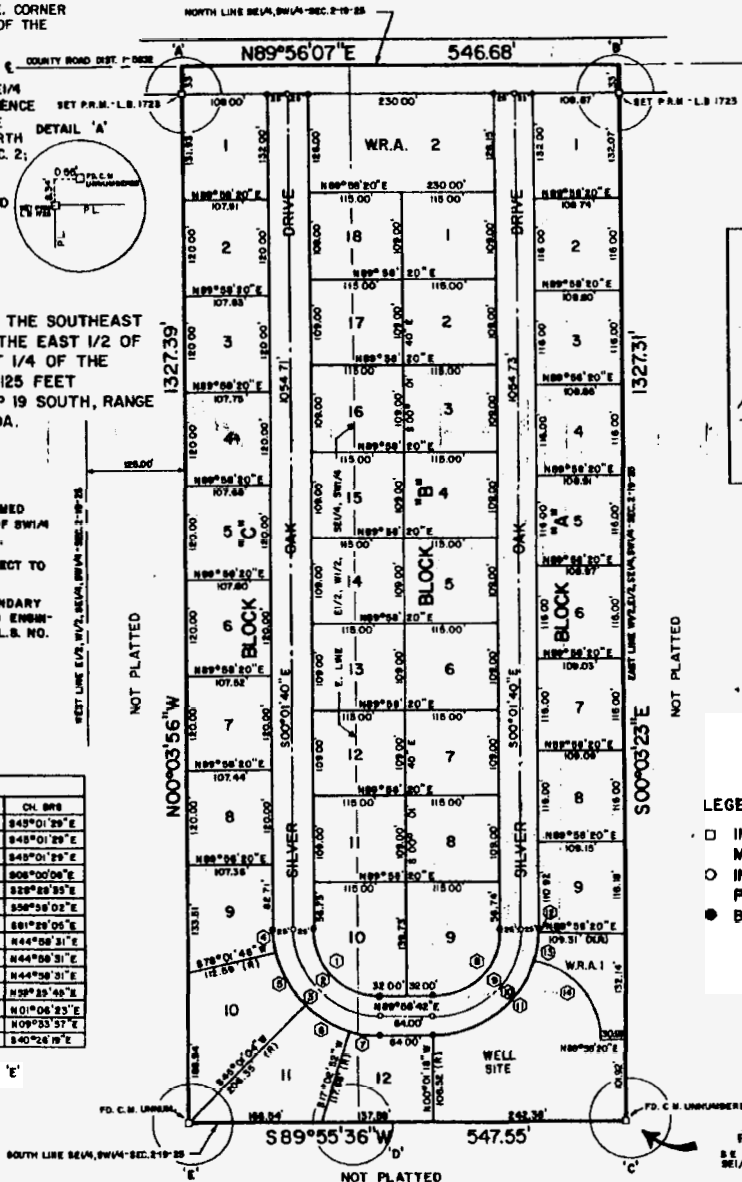
DESCRIPTION: (AS PER DEED):

THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE WEST 125 FEET THEREOF; IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

NOTES:

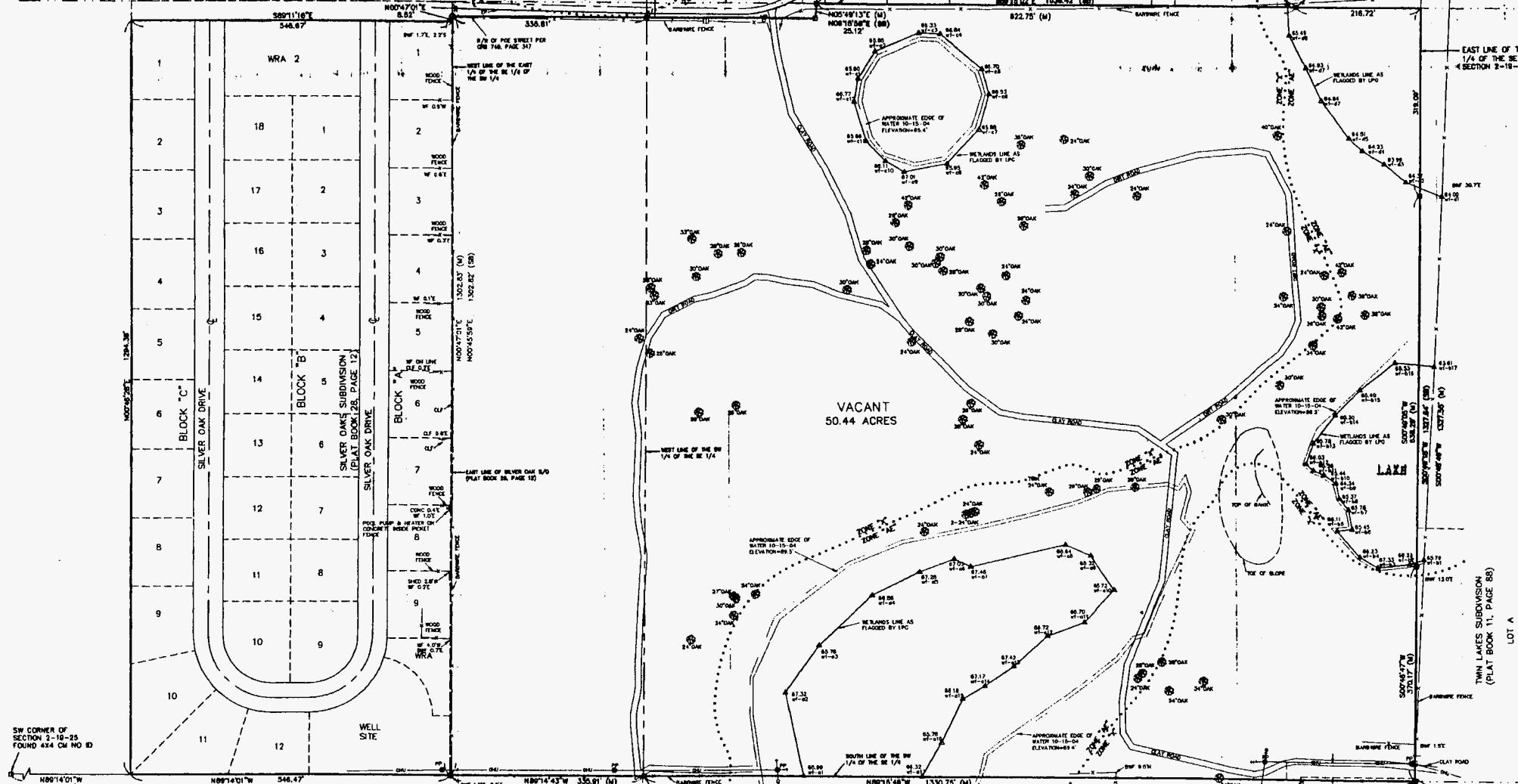
1. BEARINGS ARE BASED ON THE ASSUMED BEARINGS FOR NORTH LINE OF SE1/4 OF SW1/4 OF SEC. 2-19-25 BEING N89°56'07"E.
2. ALL SIDE AND REAR LOT LINES SUBJECT TO 7.5' UTILITIES EASEMENTS.
3. BOUNDARY OF PLAT BASED ON A BOUNDARY SURVEY PREPARED FOR SPRINGSTEAD ENGINEERING, INC. BY HOWARD DURDEN, P.L.S. NO. 1916, DATED FEB. 11, 1998.

NO.	RAD.	ARC	DELTA	CHORD	TAN	CH. BRG.
1	83.00'	130.37'	38°56'36"	117.37'	82.96'	S45°01'29"E
2	106.00'	169.63'	56°59'38"	102.73'	107.96'	S45°01'29"E
3	133.00'	208.90'	80°58'38"	88.09'	132.96'	S45°01'29"E
4	133.00'	27.72'	11°36'34"	27.67'	15.84'	S08°00'08"E
5	133.00'	74.63'	32°00'42"	75.07'	39.41'	S28°28'59"E
6	133.00'	64.95'	27°56'18"	64.26'	33.12'	S56°58'02"E
7	133.00'	39.82'	17°04'10"	39.48'	19.96'	S81°29'05"E
8	83.00'	130.36'	90°00'22"	117.39'	83.01'	N44°08'31"E
9	106.00'	169.66'	90°00'22"	102.74'	108.01'	N44°08'31"E
10	133.00'	209.30'	90°00'22"	108.10'	133.01'	N44°08'31"E
11	133.00'	189.88'	73°03'52"	128.41'	98.38'	N58°35'48"E
12	133.00'	5.27'	02°14'06"	5.36'	2.83'	N01°06'23"E
13	133.00'	33.98'	14°34'22"	33.88'	17.08'	N09°23'57"E
14	100.00'	141.08'	90°49'17"	129.88'	85.14'	S40°24'19"E



- LEGEND:
- INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.)
 - INDICATES PERMANENT CONTROL POINT (P.C.P.)
 - BLOCK CORNER

STATE OF *Florida*
 THIS IS TO CERTIFY, That on before me, an officer duly sworn and County clerk, personally *R. J. Driffin*
 to me known to be the person foregoing declaration and aware to be *James R. Jordan* free and competent.
 IN WITNESS WHEREOF, I have my hand and seal on the above said date.
James R. Jordan
 NOTARY PUBLIC
 My Commission Expires *12/31/2004*
 CERTIFICATE
 KNOW ALL MEN BY THESE presents, that I have caused to be prepared and registered this plat of the land as shown in the reference memorandum filed in Chapter 177, Florida Statutes.
 County, Florida Date
James R. Jordan
 COUNTY ENGINEER
 PLANNING & ZONING CODE
 COUNTY ATTORNEY
 CERTIFICATE OF
 OF COUNTY
 THIS IS TO CERTIFY, That on foregoing plat was approved in Lake County, Florida.
James R. Jordan
 Chairman of
 I HEREBY CERTIFY, That I read the foregoing plat and was satisfied for record on *4:29 pm*
James R. Jordan
 Clerk of the Circuit Court
 in and for Lake County, Fla.



VACANT
50.44 ACRES

NOT PLATTED

P.O.B.
SW CORNER OF THE
SE 1/4 OF SECTION
2-19-23
FOUND 636 CM
SITE BENCHMARK
TOP OF 636 CM
ELEVATION=74.65'

LEGEND

- | | | | |
|--------|--|----------|----------------------------------|
| □ | INDICATES 4" CONCRETE MONUMENT FOUND | CM | CONCRETE MONUMENT |
| □ | PERMANENT REFERENCE MONUMENT (PLAT) OR NO. 2716 | CLF | CHAIN LINK FENCE |
| ○ | INDICATES 5/8" BEAR FOUND PSM NO. 2716, UNLESS OTHERWISE NOTED | LB | LIGHTED BURNING |
| ○ | INDICATES FOUND ROAD CONCRETE MONUMENT (PLAT) UNLESS OTHERWISE NOTED | LS | RESURFACING LAND SURVEYOR |
| △ | DELTA (CENTRAL ANGLE OF CURVE) | PSM | PROFESSIONAL SURVEYOR AND MAPPER |
| T | TANGENT | EDP | EDGE OF PAVEMENT |
| L | ARC LENGTH | CONCRETE | CONCRETE |
| R | RADIUS | TEL | TELEPHONE ANCHOR BOLT |
| PC | POINT OF CURVATURE | PO | POWER POLE |
| PT | POINT OF TANGENT | CTV | CABLE TV BOX |
| DR | BENCHMARK RADIAL LINE | F | FENCE LINE |
| P.O.B. | POINT OF BEGINNING | (SB) | SECTION BREAKDOWN |
| C | CENTERLINE | (M) | MEASURED |
| B/W | BOOTH-OF-WAY | OR | OPTICAL RECORDS BOOK |
| BC | BACK OF CURVE | W | WATER RECORD BOOK |
| LPS | LAND PLANNING GROUP | WBL | WATER BENCH MARK |
| MP | MAILBOX | W | WOOD FENCE |
| OR | OFFICIAL RECORDS BOOK | | |
| WF | WIRE FENCE | | |

CERTIFIED TO:
SHAMROCK HOMES, INC.
KETH J. SHAMROCK
FLAINTIFFS, INCORPORATED

James M. Straligh
JAMES M. STRALIGH, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5309

DATE: 12-20-04

SHE
CLIENT
JOB NO.
ACAD FILE
DATE
DRAWN BY
REVISIONS

EXHIBIT "E"

LAKE COUNTY TAX ASSESSMENT MAP

EXHIBIT "F"

STATEMENT REGARDING CAPACITY OF LINES, ETC.



Silver Oaks Water Treatment Plant Existing System Analysis and Recommended Upgrades

Existing Facility

The following information is based upon our site visit of November 30, 2004 and information obtained from the Operator of the System, Dwight Dodd. Present at the site visit were Steve Shamrock with Shamrock Homes, Dwight Dodd, the system operator, and myself.

The facility is referenced by the Florida Department of Environmental Protection as the Silver Oaks Subdivision water plant, PWS ID #3354660. The last Sanitary Survey conducted by the FDEP was on January 10, 2002 and noted no major deficiencies. However, it was noted that a stormwater pond was located less than 200' from the well (Chapter 62-555 FAC states that the required separation from a public supply well to a stormwater pond be >100', so this does not appear to be a concern), and that the electrical panel needed to be replaced. It appears that the electrical panel was replaced sometime between the last Sanitary Survey and the date of our inspection. The inspection also required that the PRV opening at the well be screened, which also appears to have been done as requested. It was also noted that the well casing does not extend 12" above the ground as required by code, although this was not referenced for correction.

The existing system serves the Silver Oaks Subdivision with a total of 39 single family homesites. Based upon the construction plans received from Lake County, it appears that all of the distribution system piping is 3" in diameter. We have been told by the operator and previous owner of the system that the connections are equipped with water meters. However, during our site visit, it was not readily apparent that meters were present. The system was not designed to provide fire suppression and no fire hydrants are installed on the existing system.

Estimated flows for this system are as follows:

Existing Service Area = 39 homes

Average Daily Demand (ADD) = 500 gpd x 39 homes = 19,500 gpd

Maximum Daily Demand = 2 x ADD (MDD) = 39,000 gpd

Peak Hour Demand = 4 x ADD = 78,000 gpd = 54 gpm

Existing Well Pump = 170 gpm @ 125' TDH (54 psi), 10 HP submersible.

Existing Hydropneumatic Tank = 2,000 gallon galvanized steel tank.

Disinfection is via chemical metering pump. The existing metering pump and 55 gallon barrel of sodium hypochlorite is currently being stored outside. There is a small building that appears to have originally been used for storage of the chemical and metering

pump, but it is dilapidated and not currently being used. Sodium hypochlorite degrades in the presence of heat and sunlight, so storage of this chemical outdoors is not recommended.

The existing well site is fenced with a 6' high chain link fence. However, at the time of our inspection, the gate into the site was not locked. The existing hydropneumatic tank is also surrounded by a fence. However, despite being locked, this area was also easily accessed due to the poor condition of the fence. The area containing the hydropneumatic tank is badly overgrown and requires cleanup and tree trimming, as the proximity of the tank to large trees with low hanging branches is a cause for concern. Finally, the access to the plant site is in extremely poor condition and barely passable except by four-wheel drive vehicle.

Based upon our site visit, it also appears that there have been ongoing problems with electrical surges to the site damaging equipment. This is based upon our observation of not less than 12 old chemical metering pumps and at least one old well pump motor. The operator also stated that it was not uncommon for the residents to have to reset the breaker on the plant following thunderstorms knocking out power to the plant.

Proposed Facility

The facility is proposed to be incorporated into the Raintree Utilities, Inc., system. This system will not be connected to the existing Raintree Utilities system, however. This system is proposed to serve the existing 39 homes, as well as another proposed 100 homes located on adjacent property. Upgrades to the system will be required in order to meet the projected water demands on the system. Anticipated demands are as follows:

Proposed Service Area = 139 homes

Average Daily Demand (ADD) = 500 gpd x 139 homes = 69,500 gpd

Maximum Daily Demand = 2 x ADD = 139,000 gpd = 97 gpm

Maximum Daily Demand + Fire Flow = 97 gpm + 40 gpm = 137 gpm

Peak Hour Demand (PHD) = 4 x ADD = 278,000 gpd = 193 gpm

As existing, the well pump has insufficient flow capacity and discharge pressure to serve the new development. In order to supply the required fire flow to the proposed home sprinkler systems (40 gpm), it will be necessary to upgrade the existing well pump to provide higher flows and pressures. FDEP requires that the well pump be capable of supplying Maximum Daily Demand plus Fire Flow Demand, or Peak Hourly Demand, whichever is greater. Due to the relatively small size of the service area, we would recommend upgrading the system to supply Peak Hour Demand plus Fire Flow Demand, or 233 gpm. Therefore, we would recommend installing a new well pump capable of supplying 250 gpm @ 200' TDH (+/- 75 psi @ discharge). This pump would be a 20 HP submersible pump, assuming a pumping level of approximately 30' below ground surface. This will ensure adequate supply and pressure to serve the proposed service area. It was noted that the existing 6" casing does not extend the required 12" above grade, so it is recommended that this casing be extended as required. It is also anticipated that the electrical service to this site will need to be upgraded for the larger well pump motor. Note that since the system will have less than 150 connections, neither a second well or standby power (generator) is required by the FDEP.

The existing storage system will also need to be upgraded, with the addition of a second hydropneumatic tank in parallel with the existing tank the simplest way to accommodate this expansion (based upon the assumption that the existing hydropneumatic tank is capable of the 75 psi pressure, which is slightly higher than the current high system pressure of 60 psi). FDEP requirements state that the hydropneumatic tank be sufficiently sized to provide storage in the amount of a minimum of ten times the flow capacity of the pump, or, in this case, 2,500 gallons. However, since a hydropneumatic tank is half air and half water, only approximately 1,000 gallons of the existing tank is useful storage, with the remainder being air. Therefore, we would need an additional 1,500 gallons of useful storage, or 3,000 gallons of additional tankage. In addition, we propose to equip each of the tanks with a tank mounted air compressor to maintain the proper air/water ratio in the tanks, as the current method of keeping the tank sufficiently aired is not a generally acceptable method. In the event that it is determined that the existing tank is not sufficient for

these higher pressures, it will be necessary to provide one single new 5,000 gallon hydropneumatic tank for the system.

The existing sodium hypochlorite injection pump (for disinfection) will need to be replaced. We suggest that a new prefabricated fiberglass "building" be installed for storage of the hypochlorite and mounting of the injection pump, since sodium hypochlorite degrades quite quickly when exposed to direct sunlight and heat, as is currently being done.

Finally, other upgrades to the system and site include new ductile iron yard piping from the wellhead to the point of connection to the distribution system (including check valve, air release valve, gate valves, sampling point, flow meter, etc.), replacing fencing surrounding the plant components with 6' high chain link fence with barbed wire, paving the access to the site, a new storage building for the hypochlorite system and general cleanup of the site.

With construction of the above items, the system will be capable of providing sufficient flows and pressures to the proposed utility service area.

EXHIBIT "G"
TARIFF SHEETS

RAINTREE UTILITIES, INC.
WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 539-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>
PSC-92-0019-FOF-WU	03/10/92	911039-WU	Original Certificate
PSC-00-0843-FOF-WU	04/28/00	000149-00	Transfer Majority Control
PSC-05-			

RAINTREE UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

**LAKE COUNTY
WATER SERVICE ONLY**

RAINTREE HARBOR SECTION TWO

Township 18 South, Range 26 East

Section 33

Begin at the NW corner of the NW ¼ of Section 33, Township 18 South, Range 26 East, Lake County, Florida, run S 89° 49' 04" E, along the north line of said NW ¼ of Section 33 a distance of 1,141.36 feet to the southwesterly right-of-way line of County Road No. 452; thence S 35° 17' 31" E, along said right-of-way line a distance of 1,453.87 feet to a point on the south line of the north 1,184.00 feet of said NW ¼ of Section 33; thence N 89° 49' 04" W, along said south line a distance of 1,322.67 feet to a point on the east line of the West ½ of the NW ¼ of the NW ¼ of said Section 33; thence S 00° 12' 15" E, along said east line a distance of 144.68 feet to the south line of said W ½ of the NW ¼ of the NW ¼ of Section 33; thence N 89° 39' 54" W, along said south line of the West ½ of the NW ¼ of the NW ¼ of Section 33 a distance of 659.65 feet to the west line of said NW ¼ of Section 33; thence N 00° 01' 15" E, along said west line a distance of 1,326.92 feet to the Point of Beginning. Containing 44.62 acres, more or less.

(Continued on Sheet No. 3.3)

RAINTREE UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED

**LAKE COUNTY
WATER ONLY**

BENTWOOD

Township 19 South, Range 25 East

Section 2

A portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 19 South, Range 25 East, Lake County, Florida, and a portion of the Southwest $\frac{1}{4}$ of Section 2, Township 19 South, Range 25 East, Lake County, Florida, more particularly described as:

Begin at the Southwest quarter corner of the Southeast $\frac{1}{4}$ of said Section 2, Township 19 South, Range 25 East, Lake County, Florida; thence run N18° 14' 43"W a distance of 335.91 feet to the Southeast corner of Silver Oaks Subdivision, recorded in Plat Book 28, Page 12, Public Records of Lake County, Florida. Thence run along the South, West, and North lines of the above mentioned subdivision for the following three courses: N89° 14' 01"W a distance of 546.47 feet; thence run N 00° 46' 28"E a distance of 1294.38 feet; thence run S89° 11' 16"E a distance of 546.67 feet to the West line of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 2; thence run N00° 47' 01"E along said West line a distance of 8.52 feet to the southerly right-of-way of Poe Street per ORB 749, Page 347, Public Records of Lake County, Florida; thence run along said southerly right-of-way S89° 14' 22"E a distance of 625.67 feet; thence run N05° 49' 13"E a distance of 25.12 feet to the North Line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 2; thence departing said southerly right-of-way, run S89° 15' 16"E along said North line a distance of 1039.47 feet to the East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 2; thence run S00° 48' 49"W along said East line a distance of 1327.55 feet to the South line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 2; thence run N89° 15' 48"W along said South line a distance of 1,330.75 feet to the POINT OF BEGINNING. CONTAINING 66.69 ACRES, MORE OR LESS.

RAINTREE UTILITIES, 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	Raintree Harbor	General Service Residential Service	16.0 17.0
Lake	Silver Oaks Subdivision	Residential	16.0
Lake	Bentwood	Residential	16.0

RAINTREE UTILITIES, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 539-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>
PSC-92-0019-FOF-WU	03/10/92	911039-WU	Original Certificate
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PSC-05-			

(Continued to Sheet No. 3.1)

RAINTREE UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

LAKE COUNTY
WATER SERVICE ONLY

RAINTREE HARBOR SECTION TWO

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(Continued on Sheet No. 3.3)

RAINTREE UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.2)

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LAKE COUNTY
WATER ONLY

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RAINTREE UTILITIES, INC.

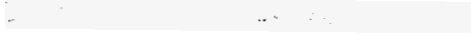
WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Raintree Harbor	General Service Residential Service	16.0 17.0
Lake	Silver Oaks Subdivision	Residential	16.0
Lake	Bentwood	Residential	16.0

EXHIBIT "H"

ORIGINAL WATER CERTIFICATE



FLORIDA PUBLIC SERVICE COMMISSION

539-W

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

RAINTREE UTILITIES, INC.

Whose principal address is:

2100 LAKE EUSTIS DRIVE
TAVARES, FL 32778
(LAKE COUNTY)

to provide water service in accordance with the provision 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	PSC-92-0019-FOF-WU	DOCKET	911039-WU
ORDER	PSC-00-0843-FOF-WU	DOCKET	000149-WU
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

FLORIDA PUBLIC SERVICE COMMISSION

Laura L. Davis

Director

Division of Records and Reporting

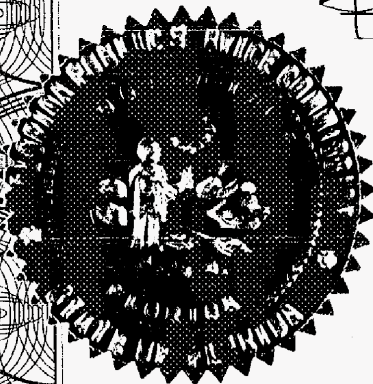


EXHIBIT "I"

AFFIDAVIT REGARDING ANNUAL REPORT AND TARIFF


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 Raintree Utilities, Inc., that Raintree Utilities, Inc., has a Tariff on file with the Public Service Commission; and that on January 7, 2005, she verified on the Public Service Commission's website that Raintree Utilities, Inc. has a current Annual Report on file.

FURTHER AFFIANT SAYETH NAUGHT.

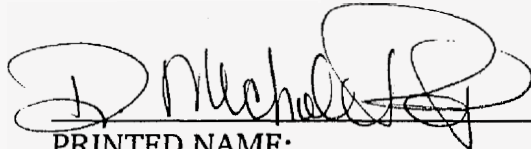


VALERIE L. LORD

Sworn to and subscribed before me this 10th day of January 2005, by VALERIE L. LORD, who is personally known to me.



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



PRINTED NAME: _____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "I"

EXHIBIT "J"

**NOTICES TO GOVERNMENTAL ENTITIES, ETC.
(To be late filed)**

EXHIBIT "K"

**NOTICE TO CUSTOMERS IN PROPOSED SERVICE AREA
(To be late filed)**

EXHIBIT "L"

**AFFIDAVIT OF NEWSPAPER NOTICE
(To be late filed)**