

LAW OFFICES

ROSE, SUNDSTROM & BENTLEY, LLP

2548 BLAIRSTONE PINES DRIVE TALLAHASSEE, FLORIDA 32301

FREDERICK L. ASCHAUER, JR. CHRIS H. BENTLEY, P.A. ROBERT C. BRANNAN DAVID F. CHESTER F. MARSHALL DETERDING JOHN R. JENKINS, P.A. STEVEN T. MINDLIN, P.A. DAREN L. SHIPPY WILLIAM E. SUNDSTROM, P.A. DIANE D. TREMOR, P.A. JOHN L. WHARTON ROBERT M. C. ROSE, OF COUNSEL

WAYNE L. Schiefelbein, OF COUNSEL

(850) 877-6555 FAX (850) 656-4029 www.rsbattornevs.com 600 S. NORTH LAKE BLVD., SUITE 160 ALTAMONTE SPRINGS, FLORIDA 32701-6177 (407) 830-6331 FAX (407) 830-8522

REPLY TO ALTAMONTE SPRINGS

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

CENTRAL FLORIDA OFFICE

March 22, 2005

VIA HAND DELIVERY

Ms. Blanco Bayo

Commission Clerk and Administrative Services Director Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

RE:

Central Sumter Utility Company, L.L.C.'s Application

for Original Water and Wastewater Certificates

Our File No.: 38056.01

Dear Ms. Bayo:

Enclosed please find for filing an original and twelve (12) copies of the Application of Central Sumter Utility Company, LLC., for Original Water and Wastewater Certificates.

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

Check received with filing and forwarded to Fleval for deposit. Flexel to forward separt Information to Records.

on who forwarded check

Very truly yours,

For the Firm

MSF/mp **Enclosures**

Mr. John F. Wise, Chief Financial Officer (w/enclosure) cc:

M:\1 ALTAMONTE\CENTRAL SUMTER UTILITY\PSC Clerk 01.ltr.wpd

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

| IN RE: Application of CENTRAL SUMTER |) | | , |
|--------------------------------------|----|------------------------------|---|
| UTILITY COMPANY, L.L.C. for original |) | DOCKET NO.: <u>050192-</u> ω | 5 |
| water and wastewater Certificates in |) | - | |
| Sumter County, Florida |) | | |
| | _) | | |

Central Sumter Utility Company, L.L.C. ("Applicant"), by and through its undersigned attorneys and pursuant to Sections 367.031 and 367.045, Florida Statutes, and Rule 25-30.033, Florida Administrative Code, hereby applies for an original certificate to operate a water and wastewater utility in Sumter County, Florida, and submits the following information:

INTRODUCTION:

Although the Applicant is not expected to begin service to customers until 2009, the Southwest Florida Water Management District is requiring that Applicant obtain a PSC Certificate before it will review its Water Use Permit Application. Attached hereto as Exhibit "A" is the SWFWMD letter to Applicant's consultant identifying this deficiency in the Application (See, No. 4).

REQUEST TO BIFURCATE ESTABLISHMENT OF INITIAL RATES AND CHARGES:

Since Applicant will not begin to serve customers for approximately four years, it requests that the certification and rate setting processes be bifurcated so that the Certificates can be issued within 90 days as required by Section 367.031, Florida Statutes, and the Applicant may proceed with permitting for its Water Use Permit.

02806 MAR 22 8

FPSC-COMMISSION CLERK

This bifurcation procedure was approved by the Commission in a similar situation in Utility in Sumter County by North Sumter Utility Company, L.L.C., Order No. PSC-02-0179-FOF-WS (February 11, 2002).

Applicant will file Tariffs and the financial schedules to establish initial rates, charges and return on equity sufficiently in advance of when Applicant becomes operational for the Commissioners' timely review.

PART I APPLICANT INFORMATION

A. The full name, address and telephone number of the Applicant:

Central Sumter Utility Company, L.L.C. 1020 Lake Sumter Landing The Villages, FL 32159

B. The name, address and phone number of the person to contact concerning this application:

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

- C. The Applicant is a Florida limited liability corporation created on November 6, 2003.
 - D. (1) The name and address of the manager is as follows:
 H. Gary Morse
 1020 Lake Sumter Landing
 The Villages, FL 32159

(2) The names of the members and their membership interests are as

follows:

| Mark G. Morse Irrevocable Trust (a) | 12.75% |
|-------------------------------------|---------|
| Tracy Mathews Irrevocable Trust (a) | 12.75% |
| Jennifer Parr Irrevocable Trust (a) | 12.75% |
| H. Gary Morse (a) | 14.25% |
| Other (b) | 47.50% |
| | |
| | 100.00% |

- (a) Mark Morse, Tracy Mathews and Jennifer Parr each own approximately 33% of The Villages of Lake-Sumter, Inc. ("The Villages"). They are the children of H. Gary Morse, who votes their trusts. H. Gary Morse is the President and CEO of The Villages.
- (b) The 47.5% is held by 36 individuals either employed or affiliated with The Villages, with no one owning more than 2.75%.

PART II. NEED FOR SERVICE

- A. The territory proposed to be served by Applicant is owned or controlled by a related party which intends to develop the property as a Planned Unit Development as an expansion of The Villages of Sumter DRI Master Plan. The only other utilities nearby are North Sumter Utility Company, L.L.C., which is a related party, and the City of Wildwood. It has been determined that due to limited capacities and the remote location from the proposed service area it is more financially feasible to construct new water and wastewater plants than to expand those of North Sumter Utility Company, L.L.C. The City of Wildwood has previously indicated that it will not provide service in the proposed service territory.
- B. To the best of Applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of local comprehensive plan, as approved by the Department of Community Affairs. See attached Exhibit "B".

PART III. SYSTEM INFORMATION

A. WATER AND WASTEWATER

- (1) The Applicant proposes to provide potable water and wastewater service within the entire service area, and when sufficient effluent is available, reuse for irrigation purposes to landscaped common areas and golf courses. The water and wastewater demand projections with build-out schedule is attached hereto as Exhibit "C".
- (2) The number of ERCs proposed to be served by meter size and customer class is attached hereto as Exhibit "D". The following is a description of the type of customer to be served:

Residential Customers

Residential customers will consist of conventionally built single-family detached and attached homes. The homes will be part of The Villages development, which is a retirement community being developed in Sumter, Lake and Marion Counties.

Commercial Customers

Commercial facilities within the proposed CSU service territory will be developed around Village Commercial Centers. The primary types of commercial customers anticipated to be served include offices, retail stores, and restaurants. Additional supporting uses may include institutional/educational uses, medical facilities, and recreational facilities.

(3) The following is a description of the capacities of Applicant's lines and treatment facilities:

Water

The proposed capacity of the water treatment plant and associated distribution system will be designed and constructed to supply the maximum daily demand plus peak hourly flows. This will be adequate to supply the average demand flow of 1.453 MGD and the expected 16,144 equivalent residential connections.

Wastewater

The proposed capacity of the wastewater treatment plant and associated collection system will be designed and constructed to accept the maximum month average daily demand. This will be adequate to provide collection and treatment for the annual average daily demand of 1.233 MGD and the expected 13,700 equivalent residential connections.

- (4) Attached as Exhibit "E" is a description of the water and wastewater treatment facilities.
- (5) Attached as Exhibit "F" is a copy of a contract by which the Applicant will acquire the real estate upon which the water and wastewater plants are to be located.

PART IV - FINANCIAL AND TECHNICAL INFORMATION

A. (1) Financial Ability. The Applicant is an affiliated party of the developer of the service area and, as such, will provide necessary start up funding as well as funds sufficient to cover operation shortfalls during its initial years of inception. Evidence that such funding will be available is shown by experience with Little Sumter Utility Company, L.L.C., and North Sumter Utility Company, L.L.C., which were started and are controlled by the same affiliated party. Attached as Exhibit "G" is a letter from The Villages of Lake-Sumter, Inc., committing the necessary financial support, including a copy of its most recent financial statements. Attached as Exhibit "H" is the manner in which the construction of the water and wastewater facilities will be funded.

(2) Technical Ability. The Applicant has retained the following professionals with regard to the construction, operation and regulation of its water and wastewater systems:

Farner, Barley & Associates, Inc. - engineers Operations Management International, Inc. - operations Cronin, Jackson, Nixon & Wilson - financial Rose, Sundstrom & Bentley, LLP - legal and regulatory

B. A Special Report to be prepared by Cronin, Jackson, Nixon & Wilson setting forth the required financial information will be filed in the rate setting phase of this Docket.

PART V RATES AND TARIFFS

A. The original and two copies of water and wastewater tariffs containing all rates, classifications, charges, rules and regulations will be filed in the rate setting phase of this Docket.

PART VI TERRITORY DESCRIPTION AND MAPS

A. TERRITORY DESCRIPTION

An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility is currently serving is attached hereto as Exhibit "I".

B. TERRITORY MAPS

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 proposed territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning is attached hereto as Exhibit "J".

C. SYSTEM MAPS

One copy of detailed map(s) showing existing lines, facilities and the territory being served is attached hereto as Exhibit "K".

PART VII NOTICE OF ACTUAL APPLICATION

- A. Attached as Exhibit "L" is 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;
- B. An affidavit (including a copy of the Notice), which will be filed as Late Filed Exhibit "M" is 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 within the proposed anticipated territory.
- C. Immediately upon completion of publication, Applicant will file an affidavit that the notice of actual 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 shall accompany the affidavit and will be filed as Late Filed Exhibit "N".

PART VII FILING FEE

Indicate the filing fee enclosed with the application:

\$3,000.00 for water and \$3,000.00 for wastewater. Total \$6,000.00.

Respectfully submitted on this $\mathcal{Y}^{\mathcal{T}}$ day of March, 2005, by:

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

By: MARTIN S. FRIEDMAN

M:\1 ALTAMONTE\CENTRAL SUMTER UTILITY\Petition for Original Certificate.wpd

<u>AFFIDAVIT</u>

STATE OF FLORIDA

COUNTY OF SUMTER

I, John Wise, do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and subscribed before me this 19 day of March, 2005, by John Wise, who is personally known to me or who provided _ ____ as identification.



NOTARY PUBLIC - STATE OF FLORIDA

Printed Name: _

My Commission Expires: 7/29

| CENTRAL SUMTER UTILITY COMPANY, L.L.C |
|--|
| ======================================= |
| Application for an Original Water and Wastewater Certificate |
| |

EXHIBIT "A"



An Equal Opportunity Employer



Tampa Service Office 7601 Highway 301 North Tampa, Florida 33637-6759 (813) 985-7481 or 1-800-836-0797 (FL only) SUNCOM 578-2070 Bartow Service Office 170 Century Bouleward Bartow, Florida 33830-7700 (863) 534-1448 or 1-800-492-7862 (FL only) SUNCOM 572-6200 2379 Broad Street, Brooksville, Florida 34604-6899 (352) 796-7211 or 1-800-423-1476 (FL only) SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)

Sarasota Service Office 6750 Fruitville Road Sarasota, Florida 34240-9711 (941) 377-3722 or 1-800-320-3503 (FL only) SUNCOM 531-6900

On the Internet at: WaterMatters.org

Lecanto Service Office 3600 West Sovereign Path Suite 226 Lecanto, Florida 34461-8070 (352) 527-8131 SUNCOM 667-3271

Thomas G. Dabney

Chair, Sarasota

Watson L. Haynes, II Vice Chair, Pinellas

Janet D. Kovach Secretary, Hillsborough

Maggie N. Dominguez Treasurer, Hillsborough

> Edward W. Chance Manatee Ronnie E. Duncan

Pinellas

Pamela L. Fentress Highlands

Ronald C. Johnson Polk

> Heidi B. McCree Hillsborough

T. G. "Jerry" Rice Pasco

Judith C. Whitehead

David L. Moore Executive Director

Gene A. Heath Assistant Executive Director

William S. Bilenky
General Counsel

May 7, 2004

John Arnett North Sumter Utility Company 1100 Main Street The Viliages, FL 32159

Subject: Request for Additional Information

Water Use Permit Application No.: 20012609.000

Project Name: Central Sumter Utility Company

County: Sumter

Reference: Chapters 40D-1 and 40D-2, Florida Administrative Code

Dear Mr.

The water use permit application you submitted is being reviewed. The additional information listed below is necessary before we can complete our review.

REQUIRED PROCESSING FEE

The fee for processing of a new application with requested quantities greater than 500,000 gallons per day (gpd), is \$1,000.00. No fee was submitted with the application In accordance with Rule 40D-2.201, F.A.C., the applicant is required to submit a processing fee.

Please submit the processing fee of \$1,000.00.

PROPERTY OWNERSHIP

Item 1 of Part II. Of the Individual Water Use Permit (WUP) Application form requires a legal description of the owned property. According to the information received with the application, there are two parcels within the service area that are owned by the utility, the site with the proposed wells and the wastewater treatment plant site. The only legal description provided was for the well and potable water treatment plant site. No description was provided for the wastewater treatment plant site. In accordance with Subsection 40D-2.201(2), F.A.C., the applicant must submit information required on the appropriate WUP application and supplemental forms.

Please provide documentation of ownership of the property upon which the wastewater treatment plant site is proposed. Permit No.: 20012609.000

May 7, 2004 Page 2

WELLS

Item 6 of Section D of the WUP application form requires a table of wells with specific information shown. A table of proposed wells was provided that did not include all of the proposed construction information. The proposed casing and total depths and the proposed construction date need to be provided. In accordance with Subsection 40D-2.201(2), F.A.C., the applicant must submit information required on the appropriate WUP application and supplemental forms.

A table of existing wells was provided for wells located within the distance criteria indicated on the application form. According to the aerial map provided, these wells are not on property owned by the applicant and it is understood by the District that they are not included as owned wells and will not be included in the permit.

3. Please provide the proposed casing depth, total depth, and construction date for the three 12-inch wells located on the owned property.

PUBLIC SERVICE COMMISSION CERTIFICATION

Item 1 of Section V. of the Public Supply Supplemental Information form requires the applicant to provide the Certificate No. from the Public Service Commission (PSC). No Certificate No. was provided. In accordance with Subsection 40D-2.201(2), F.A.C., the applicant must submit information required on the appropriate WUP application and supplemental forms

4. Please provide the PSC Certificate No. for the service area to be included in this application. Please be sure the area shown on the aerial map as the service area coincides with the certificated area. If the certificated area is different from the service shown on the aerial map submitted with the application, please provide an aerial map with the certified service area.

DEMAND PROJECTIONS

This is an application for a new permit with requested quantities of greater than 500,000 gallons per day (gpd). In accordance with Subsection 40D-2.321(2)(a), F.A.C., the duration of a WUP shall not exceed six years when the permit is for a new use greater than or equal to 500,000 gpd. The requested peak month to average ratio is 2.5. Historic information at the Villages indicates that the peak month to average ratios are 1.4 to 1.5. The historic information will be considered when evaluating the requested quantities and the factor of 2.5 must be justified.

In Table 1 A of the document submitted with the application, the only residential quantities and commercial quantities shown are for indoor use. No source for the irrigation of residential and commercial landscape was indicated. The current modification application for the Villages Water Conservation Authority does not include this area as a service area and does not include the irrigation information for this area. It is unreasonable to assume that there will be no irrigation requirements for the residences, commercial units, and common landscape areas, due to the current pattern of development at the Villages. If no other source for this irrigation is available or proposed, the irrigation requirements must be included as a component of this application. No application for a new WUP for this area that includes the irrigation use has been received at the District.

In order to provide reasonable assurances that the application meets the conditions for permit issuance pertaining to water demand and conservation, the project design per capita use rates must be addressed. According to Section 3.6 of the Basis of Review (B.O.R.), incorporated into Chapter 40D-2, F.A.C., by Rule 40D-2.091, F.A.C., per capita water use is the population–related withdrawals associated with residential, business, institutional, industrial, miscellaneous metered, and unaccounted uses. The irrigation quantities for the lawns, commercial entities, and common area landscape, need to be considered in the calculation of the project design per capita use rate for the population served by this utility. If the source for the irrigation is to be considered in another WUP application, this application and the other application would have to be considered simultaneously.

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

| | ===== |
|--|-------------|
| Application for an Original Water and Wastewater | Certificate |
| | |

EXHIBIT "B"

ATLANTA MIAMI ORLANDO ST. PETERSBURG

CARLTON FIELDS

Jackson E. Sullivan, AICP

Senior Governmental Consultant

isultivan@carltonfields.com

TALLAHASSEE

TAMPA WEST PALM BEACH

ATTORNEYS AT LAW

215 S. Monroe Street, Suite 500 Tallahassee, Florida 32301-1866 P.O. Drawer 190 Tallahassee, Florida 32302-0190

850.224.1585 850.222.0398 fax www.carltonfields.com

January 28, 2005

John Arnett, ill Vice-President The Villages of Lake-Sumter, Inc. 1071 Canal Street The Villages, Florida 32162 VIA U.S. MAIL

Re:

Consistency of PSC Application for Central Sumter Utility Company Service Area with Sumter County Comprehensive Plan

Dear Mr. Arnett:

I have reviewed the map of areas to be included in CSU's PSC application to provide water and sewer service to an area south of CR 466A in Sumter County relative to consistency with the Comprehensive Plan for Sumter County.

The Sumter County Comprehensive has been approved by the Department of Community Affairs pursuant to Section 163.3177, F.S. and Chapter 9J-5, F.A.C. and found to be consistent with State statutes, the State Comprehensive Plan and the Withlacoochee Strategic Regional Policy Plan. I have also reviewed the Future Land Use element and the Sanitary Sewer and Potable Water sub-elements of the Sumter County Comprehensive Plan dealing with water and sewer utilities and to the best of my knowledge, the provision of water and sewer service as described in the PSC application is consistent with the goals, objectives and policies of the Sumter County Comprehensive Plan.

If I can provide you with additional information, please don't hesitate to contact me.

Sincerely

Jáckson E. Sullivan, AICP

Senior Governmental Consultant

JES/bno

| CENTRAL SUMTER UTILITY COMPANY, L.L.C |
|--|
| |
| Application for an Original Water and Wastewater Certificate |
| |

EXHIBIT "C"

TABLE A **CSU WATER DEMAND PROJECTIONS**

| Year | Annual Home Sales | Avg. Annual Resideπtial Connections (D.U.) | Residential Demand ADD (MGD) | Commercial Connections | Commercial Demand ADD (MGD) | New Home Construction Demands (MGD) | Unaccounted Losses (MGD) | ADD (MGD) | MDD (MGD) | PHD (MGD) |
|------|----------------------|--|------------------------------------|---------------------------|-----------------------------------|---|-----------------------------|--------------|--------------|--------------|
| 2009 | 500 | 250 | 0.023 | 7 | 0.008 | 0.006 | 0.003 | 0.040 | 0.100 | 0.140 |
| 2010 | 3,500 | 2,250 | 0.203 | 59 | 0.073 | 0.043 | 0.028 | 0.347 | 0.867 | 1.213 |
| 2011 | 4,000 | 6,000 | 0.540 | 158 | 0.196 | 0.049 | 0.074 | 0.859 | 2.147 | 3.005 |
| 2012 | 1,800 | 8,900 | 0.801 | 234 | 0.290 | 0.022 | 0.109 | 1.223 | 3.057 | 4.280 |
| 2013 | 92 5 | 10,263 | 0.924 | 270 | 0.335 | 0.011 | 0.126 | 1.396 | 3.489 | 4.885 |
| 2014 | D | 10,725 | 0.965 | 282 | 0.350 | 0.006 | 0.132 | 1.453 | 3.632 | 5.085 |

Average Annual Residential Connections = Cumulative Annual Home Sales for all prior years +50% of current year home sales. NOTES:

Average Daily Water Demand (ADD) per residential dwelling unit (gpd/du) =

MDD = ADD X 2.5PHD = ADD X 3.5

Commercial connections based upon historical data. Commercial demands based upon Chapter 64-6 F.A.C.

Home construction based upon 4,500 gallons per home. These demands by the Villages based upon historical water usage within the Development.

 $\dot{\wp}$

ഗ്വ

| Year | Annual Home Sales | Avg. Annual Residential Connections (D.U.) | Residential Flow AADF (MGD) | Commercial Connections | Commercial Flow AADF (MGD) | Total AADF (MGD) | MMADF (MGD) | BOD (LB/DAY) | T.S.S. (LB/DAY) |
|------|----------------------|--|-----------------------------------|---------------------------|----------------------------------|---------------------|----------------|-----------------|--------------------|
| 2009 | 500 | 250 | 0.023 | 7 | 0.006 | 0.029 | 0.036 | 90 | 120 |
| 2010 | 3,500 | 2,250 | 0.203 | 59 | 0.056 | 0.259 | 0.323 | 810 | 1,080 |
| 2011 | 4,000 | 6,000 | 0.540 | 158 | 0.150 | 0.690 | 0.863 | 2,159 | 2,879 |
| 2012 | 1,800 | 8,900 | 0.801 | 234 | 0.223 | 1.024 | 1.279 | 3,203 | 4,271 |
| 2013 | 925 | 10,263 | 0.924 | 270 | 0.257 | 1.1B0 | 1.475 | 3,693 | 4,924 |
| 2014 | 0 | 10,725 | 0.965 | 282 | 0.268 | 1.233 | 1.542 | 3,860 | 5,146 |

NOTES: AADF = 52.6 GPCD =GPD/D.U. for Residential 90 MMDF = AADF X1.25

Commercial connections based upon historical data.

Commercial Flows based upon Chapter 64E-6 F.A.C., Estimated Sewage Flows

mg/i @ MMADF mg/i @ MMADF BOD (lb/day) projected at 300 TSS (lb/day) projected at 400

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

| Application for an Original Water and Wastewater Certificate |
|--|
| |

EXHIBIT "D"

٠

CSU Water Equivalent Residential Connections (ERC's) by Meter Size

| Meter Size | ERC's | Cumulative ERC's |
|------------|--------|------------------|
| 5/8" | 10,725 | 10,725 |

| Commercial | | | | | | | |
|------------|-------|------------------|--|--|--|--|--|
| Meter Size | ERC's | Cumulative ERC's | | | | | |
| 5/8" | 226 | 226 | | | | | |
| 1" | 1,361 | 1,587 | | | | | |
| 1 1/2" | 521 | 2,108 | | | | | |
| 2" | 583 | 2,691 | | | | | |
| 3" | 712 | 3,403 | | | | | |
| 4" | 486 | 3,889 | | | | | |

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

| ==== | ==== | | ===== | | ===== |
|-----------|-----------|------------|-------------|--------------|------------|
| Applicati | ion for a | n Original | Water and V | Wastewater C | ertificate |
| ===== | | ===== | | | ===== |

EXHIBIT "E"

CSU Water Treatment Plant

The potable water for CSU will be supplied by groundwater. The groundwater supply well will be located in the north-central region of the CSU service territory. Recommended water treatment consists of odor control, pH adjustment, chlorination, and storage. The chlorination system will be used to maintain a disinfectant residual in the distribution system and will consist of chlorine cylinder storage and chlorinators. Ground and elevated storage tanks will be constructed to provide water during peak hour demands. The ground storage tank will be equipped with high service pumps to deliver water to customers and maintain adequate distribution system pressure.

CSU Wastewater Treatment Plant

The goal of the CSU wastewater treatment plant (WWTP) is to treat wastewater to levels acceptable for public-access reuse via golf course irrigation. Backup disposal will be to rapid infiltration basins (RIBs) during wet weather periods or when effluent criteria are not met. The planned treatment processes include the following:

- Screening
- Oxidation ditch with anoxic and aerobic treatment
- Clarification
- Filtration
- High-Level disinfection by sodium hypochlorite
- Effluent holding basin storage prior to golf course irrigation with RIBs as a backup disposal method
- Sludge holding
- Sludge dewatering by belt filter press and transport to a permitted residuals management facility

The WWTP will be located in the eastern region of the CSU service territory. It is planned that the build-out capacity of 1.542 MGD maximum month average daily flow (MMADF) will be provided in one 2.000 MGD phase.

CSU Reuse Facility

The CSU wastewater reuse facility shall be constructed at the WWTP site. This facility shall be utilized to transfer treated effluent to lined storage ponds located throughout the development. The treated effluent generated shall be utilized as a source of irrigation water for golf courses within the development. The wastewater reuse facility shall consist of the following components:

- A lined holding pond
- A pumping station with turbine pumps (low pressure)
- Reuse force mains to be constructed from the pump station to the lined storage ponds

The RIBs located at the WWTP site will only be utilized during wet weather periods or when the treated effluent does not meet public access reuse standards as outlined by the Florida Department of Environmental Protection (FDEP).

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

Application for an Original Water and Wastewater Certificate

EXHIBIT "F"

McLin & Burnsed P.A. 1000 West Main Street Leesburg, FL 34748

Phone: 352-787-1241, Fax: 352-326-2608

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

| | | ontract For Sale And Purchase Riba association of realtors® and the floriba bar | | |
|---------------|------|--|-----------------------|--|
| 1* | PAR | RTIES: | | |
| | | M3, Ltd, a Florida limited partnership Y: PM3, Inc., a Florida corporation, its General Partner | | |
| 2* | ("Se | eller"), and | | |
| | _ | entral Sumter Utility Company, LLC, a Florida limited liability company | | |
| 3 4 | ("Bu | yer"), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property suant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"): | (collective | ely "Property") |
| 5 | 1. | DESCRIPTION: | | |
| 6* 7* | | (a) Legal description of the Real Property located in Sumter County, Florida: As set forth in Exhibit "A" | | |
| 8* 9 10 | | (b) Street address, city, zip, of the Property: n/a (c) Personal Property includes existing range, refrigerator, dishwasher, ceiling fans, light fixtures, and window treatment specifically excluded below. | nts unless | <u> </u> |
| 11 | | Other items included are: n/a | | |
| 12* 13 | | Items of Personal Property (and leased items, if any) excluded are: | | |
| 14* | | n/a | | |
| 15* 10 | 11. | PURCHASE PRICE (U.S. currency): | | 117,950.00 |
| | | (a) Deposit held in escrow by McLin & Burnsed P.A. (Escrow Agent) in the amount of | \$ | 1,000.00 |
| 18* | | (b) Additional escrow deposit to be made to Escrow Agent within n/a days after Effective Date | • | - /- |
| 19* 20 | | (see Paragraph III) in the amount of | \$ | n/a |
| 21* | | present principal balance of | \$ | n/a |
| 22* | | (d) New mortgage financing with a Lender (see Paragraph IV(b)) in the amount of, | \$ | n/a |
| 23* | | (e) Purchase money mortgage and note to Seller (See Paragraph IV(d)) in the amount of | \$ | n/a |
| 24* | | (f) Other: n/a (g) Balance to close by cash or LOCALLY DRAWN cashier's or official bank check(s), subject | \$ | n/a |
| 25 | | (g) Balance to close by cash or LOCALLY DRAWN cashier's or official bank check(s), subject | | |
| 26* | | to adjustments or prorations | \$ | 116,950.00 |
| 27 | 111. | TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE: (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing | n bobuson | the nation on or |
| 28 29* | | before n/a , the deposit(s) will, at Buyer's option, be returned and this | • | • |
| 30 | | OTHERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE D | | |
| 31 | | IS DELIVERED. | | |
| 32 | | (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed | | |
| 33 34 | | final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the acceptance of this offer or, if applicable, the final counteroffer. | date dete | ermined above for |
| | n/ | | | |
| 35 36* | IV. | FINANCING: (a) This is a cash transaction with no contingencies for financing; | | |
| 37 * | | (b) This Contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within n/a days aft | er Effectiv | e Date for (CHECK |
| 38* | | ONLY ONE): \square a fixed; \square an adjustable; or \square a fixed or adjustable rate loan, in the principal amount of \$ n/a | | |
| 39* | | interest rate not to exceed n/a %, discount and origination fees not to exceed n/a % of principal | | |
| 40° | | n/a years. Buyer will make application within n/a days (if blank, then 5 days) after Effective | | |
| 41 42 | | diligence to obtain Loan Approval and, thereafter, to satisfy terms and conditions of the Loan Approval and close the lexpenses. If Buyer fails to obtain a Loan Approval or fails to waive Buyer's rights under this subparagraph within | oan. Buye the time | r shall pay all loan for obtaining Loan |
| 43 44 | | Approval or, after diligent, good faith effort, fails to meet the terms and conditions of the Loan Approval by Closing, the written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); | en eimer | party mereaner, by |
| | | (c) Assumption of existing mortgage (see rider for terms); or | | |
| REPA | ARED | BY AGENT: Steven M. Roy, Attorney | | |



FAR/BAR-6S, Contract For Sale And Purchase, 10/01. Florida Association of REALTORS® ©2001 Florida Association of REALTORS® and The Florida Bar All Rights Reserved

RealFA\$T® Software, ©2004, Version 6.14. Software Registered to: R. Dewey Burnsed, McLin & Burnsed P.A.:

04/22/04 10:42:24 Buyer(s)

| 46* | (d) Seller financing (see Standar nd riders; addenda; or special clauses for terms). |
|------------------|---|
| 46* | Light Seller financing (see Standar and riders; addenda; or special clauses for terms). V. TITLE EVIDENCE: At least n/a days (if blank, then 5 days) before Closing: |
| 47* 48* | (a) Title insurance commitment with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after |
| 49* | Closing, an owner's policy of title insurance (see Standard A for terms); or (b) Abstract of title or other evidence of title (see rider for terms), |
| 43 | , shall be obtained by (CHECK ONLY ONE): (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or |
| ن . | |
| 52 * | (2) Buyer at Buyer's expense. Within 30 days of Buyer obtaining all permits two construct buyer's intended utility, facilities (closing documents delivered on the closing documents delivered |
| 53 | modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners' insurance at a reasonable rate |
| 54 | due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available. |
| 5 5 | VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, |
| 56 5 7 | restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record |
| 58 | (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side |
| 59 | lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see |
| 60 | addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for |
| 61* | utility purpose(s). |
| 62 63 | VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. |
| 64 | If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable |
| 65 | for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy. |
| 66 | IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions |
| 67 | of this Contract in conflict with them. |
| 68* | X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; may |
| 69* | assign but not be released from liability under this Contract; or may not assign this Contract. |
| 70 | XI. DISCLOSURES: |
| 71* | (a) CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing and, if so, specify who shall pay amounts due after Closing: Seller Buyer Other (see addendum). |
| 72* 73 | continue beyond Closing and, if so, specify who shall pay amounts due after Closing: Seller Buyer Other (see addendum). (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons |
| 74 | who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. |
| 75 | Additional information regarding radon or radon testing may be obtained from your County Public Health unit. |
| 76 | (c) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure. |
| 77 78 | (d) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory. (e) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act. |
| 79 | (f) If Buyer will be obligated to be a member of a homeowners' association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL |
| | BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE. |
| Ъı | XII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of: |
| 82* | (a) \$ n/a for treatment and repair under Standard D (if blank, then 2% of the Purchase Price). |
| 83* 84 | (b) \$ n/a for repair and replacement under Standard N not caused by Wood Destroying Organisms (if blank, then 3% of the Purchase Price). |
| 85 | XIII. RIDERS; ADDENDA; SPECIAL CLAUSES: |
| 86 | CHECK those riders which are applicable AND are attached to this Contract: |
| 87* | ☐ CONDOMINIUM ☐ VA/FHA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT |
| 88* | COASTAL CONSTRUCTION CONTROL LINE INSULATION Insulation Other Comprehensive Rider Provisions |
| 89* | Addenda Addenda |
| 90* | Special Clause(s): |
| 91* | n/a |
| 92 | XIV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A through W |
| 93 94 | on the reverse side or attached, which are incorporated as part of this Contract. THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF |
| 95 | AN ATTORNEY PRIOR TO SIGNING. |
| 96 | THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR. |
| 97 | Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a |
| 98 99 | particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons, |
| 100 | |
| 101 | !* |
| | |
| | |

PREPARED BY AGENT: Steven M. Roy, Attorney

FAR/BAR-6S, Contract For Sale And Purchase, 10/01. Florida Association of REALTORS® ©2001 Florida Association of REALTORS® and The Florida Bar All Rights Reserved RealFA\$T® Software, ©2004, Version 6.14. Software Registered to: R. Dewey Burnsed, McLin & Burnsed P.A.

Page 2 of 5 Seller(s)

| | ity Company, LLC, a Florida limi | ted liability company | | 4/22/04 |
|------------------------------|--|-----------------------|-----------------|--------------|
| ER. | 7MNW | | DATE | 1/24/04 |
| By: H. Gary Morse, | Manager | | | ' / |
| , | <i>(</i> | | | |
| 102* | | | | |
| | | | | |
| 1 | | | | |
| | limited fartnership orida comporation, its General I | Cartner | | |
| SELLER NWS, | Silva Cyporación, its General P | FAICHEI | DATE | 4/07/1 |
| By: Mark G. Morse, | Vice President | | DATE | 11 4 47 |
| By: Mark G. Morse, | vice Plesident | | | |
| 102* Democit under Paragraph | II (a) received (Checks are subject to cleara | ince): n/a | | (Escrow Agen |
| | named below, including listing and cooper | | s entitled to c | |
| 105 with this Contract: | | | | |
| 106* Name: n/a | | n/a | | |
| 107 Cooperating Br | okers, if any | Listing Broker | | |

- STANDARDS FOR REAL ESTATE TRANSACTIONS

 A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either:

 (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.
- B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.
- 132 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.
- D. WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") at least 10 days prior to Closing to determine if there is any visible active Wood Destroying Organism infestation or visible damage from Wood Destroying Organism infestation, excluding fences. If either or both are found, Buyer may, within 5 days from date of written notice thereof, have cost of treatment of active infestation estimated by the Operator and all damage inspected and estimated by an appropriately licensed contractor. Seller shall pay costs of treatment and repair of all damage up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction and receive a credit at Closing on the amount provided in Paragraph XII(a). "Wood Destroying Organisms" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.
- 144 E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as 145 described in Paragraph VII hereof, and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.
 - F. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying

- 147 the nature and duration of the tenant's occur , rental rates, advanced rent and security deposits by tenant. If Seller is unable to obtain such letter
- 148 from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may 149 thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this
- 149 thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate thi 150 Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.
- 151 G. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.
- 157 H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent 158 ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.
- 159 I. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time 160 periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5 p.m. of the next business day. Time is of the 161 essence in this Contract.
- 162 J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, 163 assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement 164 and financing statements.
- 165 K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgage title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title evidence, title examination, and closing fee (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.
- 170 L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day 171 before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at 172 Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs 173 before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be 174 prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at 175 a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and 176 prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on 177 the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated 178 based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County 179 Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either 180 party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at Closing.
- 181 M. SPECIAL ASSESSMENT LIENS: Except as set forth in Paragraph XI(a), certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.
- 185 N. INSPECTION, REPAIR AND MAINTENANCE: Seller warrants that the ceiling, roof (including the fascia and soffits) and exterior and interior walls, 186 foundation, seawalls (or equivalent) and dockage of the Property do not have any visible evidence of leaks, water damage or structural damage and that 187 the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. The 188 foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a 189 firm or individual specializing in home inspections and holding an occupational license for such purpose (if required) or an appropriately licensed Florida 190 contractor make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after 191 Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer 192 shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller 193 shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). Seller is not required to make repairs or replacements of a 194 Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount 195 provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct 196 the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. Seller shall, upon reasonable notice, provide utilities service and access 197 to the Property for inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, 198 subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, lawn, shrubbery 199 and pool, if any, has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted. For purposes of this Contract: (1) 200 "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections 201 that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; 202 tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, 203 walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or 204 worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or 205 structural damage, but missing tiles will be Seller's responsibility to replace or repair.
- 206 O. RISK OF LOSS: If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 3% of the assessed 207 valuation of the Property so damaged, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract 208 with restoration costs escrowed at Closing. If the cost of restoration exceeds 3% of the assessed valuation of the Property so damaged, Buyer shall either 209 take the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or receive a refund of deposit(s), 210 thereby releasing Buyer and Seller from all further obligations under this Contract.
- 211 P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 212 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following 213 closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall

PREPARED BY AGENT: Steven M. Roy, Attorney

FAR/BAR-6S, Contract For Sale And Purchase, 10/01. Florida Association of REALTORS®
©2001 Florida Association of REALTORS® and The Florida Bar All Rights Reserved
RealFA\$T® Software, ©2004, Version 6.14. Software Registered to: R. Dewey Burnsed, McLin & Burnsed P.A.
Buyer(s) ______

215 have 30 days from date of receipt of such no ion to cure the defect; (3) if Seller fails to timely cure defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days and demand, be returned to Buyer and, simultaneously which repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. FSCROW: Any Closing Agent or escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorneys fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

232 R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in 233 such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by 234 Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

- 235 S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid 236 by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, 237 consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under 238 this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller 239 to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect 240 to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.
- T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; FACSIMILE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.
- 246 U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's 247 deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property 248 shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for 249 herein.
- 250 V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.
- 253 W. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable 254 by Buyer or which have not been disclosed to Buyer.

RIDERS CAN BE OBTAINED FROM THE FLORIDA BAR OR THE FLORIDA ASSOCIATION OF REALTORS® PREPARED BY AGENT: Steven M. Roy, Attorney

FAR/BAR-6S, Contract For Sale And Purchase, 10/01. Florida Association of REALTORS®

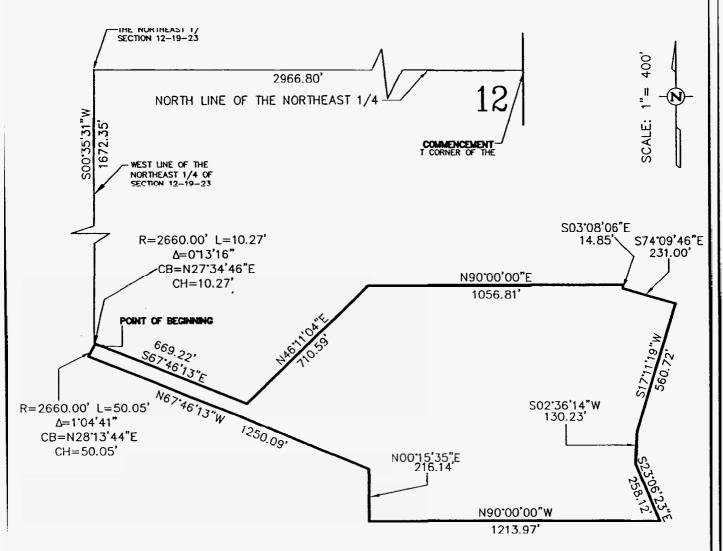
©2001 Florida Association of REALTORS® and The Florida Bar All Rights Reserved

Page 15 AST © Software, ©2004 Version 6.14. Software Projectored to: P. Donor Rumped Md in 8 Rumped B A

RealFA\$T® Software, ©2004, Version 6.14. Software Registered to: R. Dewey Burnsed, McLin & Burnsed P.A.

04/22/04 10:42:24

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY) CENTRAL SUMTER UTILITIES WASTEWATER TREATMENT



LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, N89'46'31"W, 2966.80 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE, ALONG THE WEST LINE OF SAID NORTHEAST 1/4, S00'35'31"W, 1672.35 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID EAST LINE ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 2660.00 FEET, AND A CHORD BEARING AND DISTANCE OF N27'34'46"E, 10.27 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00'13'16", AN ARC DISTANCE OF 10.27 FEET; THENCE S67'46'13"E, 669.22 FEET; THENCE N46'11'04"E, 710.59 FEET; THENCE N90'00'00"E, 1056.81 FEET; THENCE S03'08'06"E, 14.85 FEET; THENCE S74'09'46"E, 231.00 FEET; THENCE S17'11'19"W, 560.72 FEET; THENCE S02'36'14"W, 130.23 FEET; THENCE S23'06'23"E, 258.12 FEET; THENCE N90'00'00"W, 1213.97 FEET; THENCE N00'15'35"E, 216.14 FEET; THENCE N67'46'13"W, 1250.09 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 2660.00 FEET, AND A CHORD BEARING AND DISTANCE OF N28'13'45"E, 50.05 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01'04'41", AN ARC DISTANCE OF 50.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.26 ACRES, MORE OR LESS.

1/5/04

MILLARD R. BOWSKY, B. PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 5756

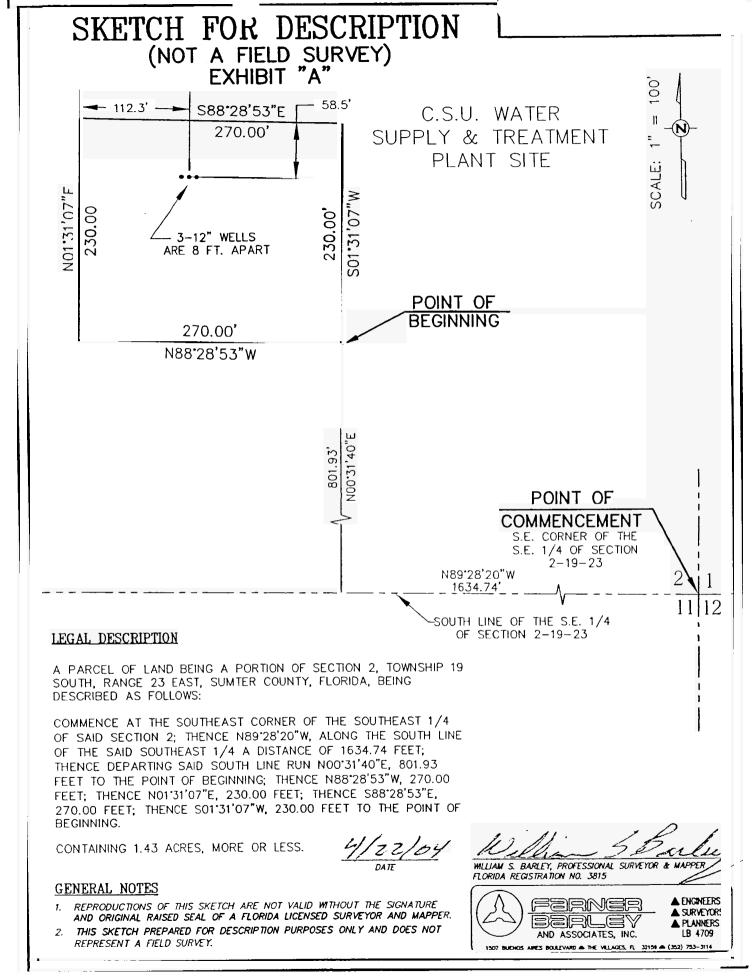
GENERAL NOTES

- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

1507 BUENOS AMES BOULEVAND & THE YELLAGES, PL. 32159 & (352) 753-3114



| CENTRAL SUMTER UTILITY COMPANY, L.L.C |
|--|
| ======================================= |
| Application for an Original Water and Wastewater Certificate |
| |

EXHIBIT "G"



Accounting

1020 Lake Sumter Landing • The Villages, Florida 32162 352-753-6270 • FAX: 352-753-6253

February 2, 2005

Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Reference: Central Sumter Utility Company, L.L.C.

Dear Sir,

Central Sumter Utility Company, L.L.C. ("CSU") is filing its original application for water and wastewater utility certificates. CSU is an affiliate of The Villages of Lake-Sumter, Inc. ("The Villages") through common ownership. The Villages is a real estate developer that will develop the property upon which CSU is proposing to provide water and sewer utilities.

The purpose of this letter is to inform you that The Villages will make the financial and operating commitment necessary for CSU to be successful in its endeavor to provide water and wastewater facilities to the residents of The Villages development within the CSU service territory. I have enclosed a copy of the December 31, 2004 balance sheet for The Villages. The Villages has the ability to provide the financial support and operating support necessary for CSU to be successful.

The Villages has been associated with other utilities providing potable water and wastewater services at The Villages. Little Sumter Utility, with approximately 12,000 customers was sold to the Village Center Community Development District in October 2003. North Sumter Utility Company, which is regulated by the Florida Public Service Commission, currently has approximately 3,400 customers. Both of these utilities operate within The Villages development. Operation and Management International ("OMI") is the contract provider of the services to operate all the water and sewer utilities at The Villages. CSU will contract with OMI for OMI to operate the CSU facilities.

Please contact me should you have any questions.

Very truly yours,

John F. Wise

Vice President Finance

JFW/lct L0022

EXHIBIT "H"

Central Sumter Utility, L.L. C. 1020 Lake Sumter Landing The Villages, FL 32162

February 2, 2005

Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Reference:

Central Sumter Utility Company, L.L.C. ("CSU")

Dear Sir.

CSU intends to finance the construction of its potable water and wastewater utility system with funds from the following three sources.

- 1. Debit financing CSU intends to receive an allocation for the issuance of tax exempt bond financing. CSU intends to borrow money through the issuance of tax exempt bonds to finance a portion of its infrastructure.
- 2. CIAC collections CSU will collect main extension charges for residential water and wastewater. These collections of CIAC will become substantial, as it is anticipated that CSU will hookup approximately 4,000 residential homes per year.
- 3. Loans from its affiliate The Villages of Lake-Sumter, Inc. has agreed to provide financial assistance to CSU in order for CSU to be able to expand and meet its financial obligations.

Please contact me should you need further information.

Very truly yours,

John F. Wise Treasurer

JFW/let L0023

EXHIBIT "I"

CENTRAL SUMTER UTILITY COMPANY FLORIDA PUBLIC SERVICE COMMISSION SERVICE AREA FEBRUARY, 2005

THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA, LYING SOUTH OF C.R. 466-A.

AND

THE SOUTH 1/2 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, LESS RIGHT-OF-WAY FOR C.R. 466-A.

AND

THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR C.R. 466-A AND LESS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; RUN WEST 295.00 FEET, SOUTH 295.00 FEET, EAST 295.00 FEET, NORTH 295.00 FEET TO THE BEGINNING.

AND

THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR C.R. 466-A.

AND

THE NORTH 1/2 OF THE SOUTHWEST 1/4 LESS RIGHT-OF-WAY ON NORTH SIDE FOR CR 466-A, AND LESS RIGHT-OF-WAY ON WEST SIDE FOR CR 139 AND LESS THE SOUTH 15.00 FEET OF THE WEST 789.00 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4, AND LESS THE NORTH 466.70 FEET OF THE SOUTH 481.70 FEET OF THE WEST 490.70 FEET OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4.

AND

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8,

TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF THE S.A.L. RAILROAD RIGHT-OF-WAY, LESS OLD STATE ROAD 44 RIGHT-OF-WAY.

LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 1/2 OF SOUTH 1/2 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, FOR A POINT OF BEGINNING; 1) THENCE RUN S00 DEG 03 MIN 45 SEC WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SOUTH 1/2 OF NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 4.79 FEET; 2) THENCE RUN S38 DEG 07 MIN 08 SEC WEST A DISTANCE OF 35.12 FEET; 3) THENCE RUN S69 DEG 08 MIN 06 SEC WEST A DISTANCE OF 5.77 FEET TO THE NORTH RIGHT OF WAY LINE OF HWY. 44A; 4) THENCE RUN N65 DEG 34 MIN 36 SEC WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 84.16 FEET, TO THE NORTH LINE OF SOUTH 1/2 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 8; 5) THENCE RUN S89 DEG 49 MIN 31 SEC EAST, ALONG SAID NORTH LINE A DISTANCE OF 103.70 FEET, TO THE POINT OF BEGINNING TO CLOSE.

AND

THE EAST 1/2 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LESS THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTH 3/4 OF THE NORTHWEST 1/4; THE WEST 1/2 OF THE SOUTHWEST 1/4, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 139 OR COUNTY ROAD 44A, ALSO LESS RAILROAD RIGHT-OF-WAY; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 CF SOUTHWEST 1/4 LYING SOUTH OF RAILROAD.

AND

BEGIN AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST; THENCE RUN SOUTH 440.00 FEET, EAST 396.00 FEET, NORTH 440.00 FEET. WEST 396.00 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 139 OR COUNTY ROAD 44A OR WITHIN THE RIGHT-OF-WAY FOR THE C.S.X. TRANSPORTATION RAILROAD RIGHT-OF-WAY.

AND

ALL OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY,

FLORIDA.

AND

ALL OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

ALL OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.

AND

ALL OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA; AND LESS ANY PORTION THEREOF LYING WITHIN COUNTY ROAD RIGHT-OF-WAY.

AND

THE WEST 1/2 OF THE NORTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THE EAST 1/2 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RAILROAD RIGHT-OF-WAY, THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 LYING NORTH AND EAST OF THE RAILROAD RIGHT-OF-WAY, IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS TERMINAL LANDS; LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 44-A.

AND

THE WEST 3/4 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4, LYING NORTH OF STATE ROAD 44, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 44 AND THE SOUTHEAST 1/4 OF NORTHWEST 1/4 LYING NORTH OF STATE ROAD 44, ALL IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

BEGIN AT SOUTHEAST CORNER OF NORTHEAST 1/4 OF NORTHWEST 1/4. RUN S89°50'W, 331.20 FEET, NORTH 797.68 FEET, S61°21'21"E, 835.26 FEET, SOUTH 395.15 FEET, S89°50W, 401.84 FEET TO POINT OF BEGINNING, SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

AND

THE WEST 1/2 OF WEST 1/2 NORTH OF STATE ROAD 44 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LESS ROAD RIGHT-OF-WAY.

AND

THAT PART OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 LYING NORTH OF STATE ROAD 44, LESS ROAD RIGHT-OF-WAY ON WEST END, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

AND

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD AIRLINE RAILROAD.

AND

THAT PART OF THE WEST 3/4 OF SAID SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF THE RAILROAD RIGHT-OF-WAY.

CONTAINING 4908.95 ACRES, MORE OR LESS

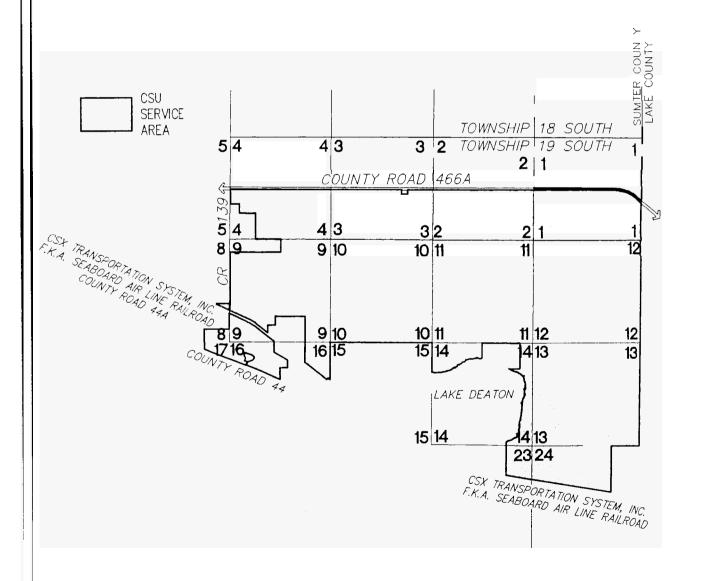
CENTRAL SUMTER UTILITY COMPANY, L.L.C.

| === | === | == | == | == | == | = | == | =: | == | == | == | = | == | == | = | =: | == | == | = |
|------|--------|-------|------|-----|------|------|-----|----|----|-----|-----|-----|-----|-----|-----|-----|------|-----|---|
| Appl | icatio | n foi | r an | Ori | gina | al V | Vat | er | an | d V | ۷as | ste | wa | ite | r C | eri | ific | cat | е |
| ===: | ===: | ==: | === | ==: | ==: | = = | :=: | == | =: | == | := | == | = = | = | == | := | =: | == | = |

EXHIBIT "J"

CENTRAL SUMTER UTILITY COMPANY FLORIDA PUBLIC SERVICE COMMISSION SERVICE AREA FEBRUARY, 2005



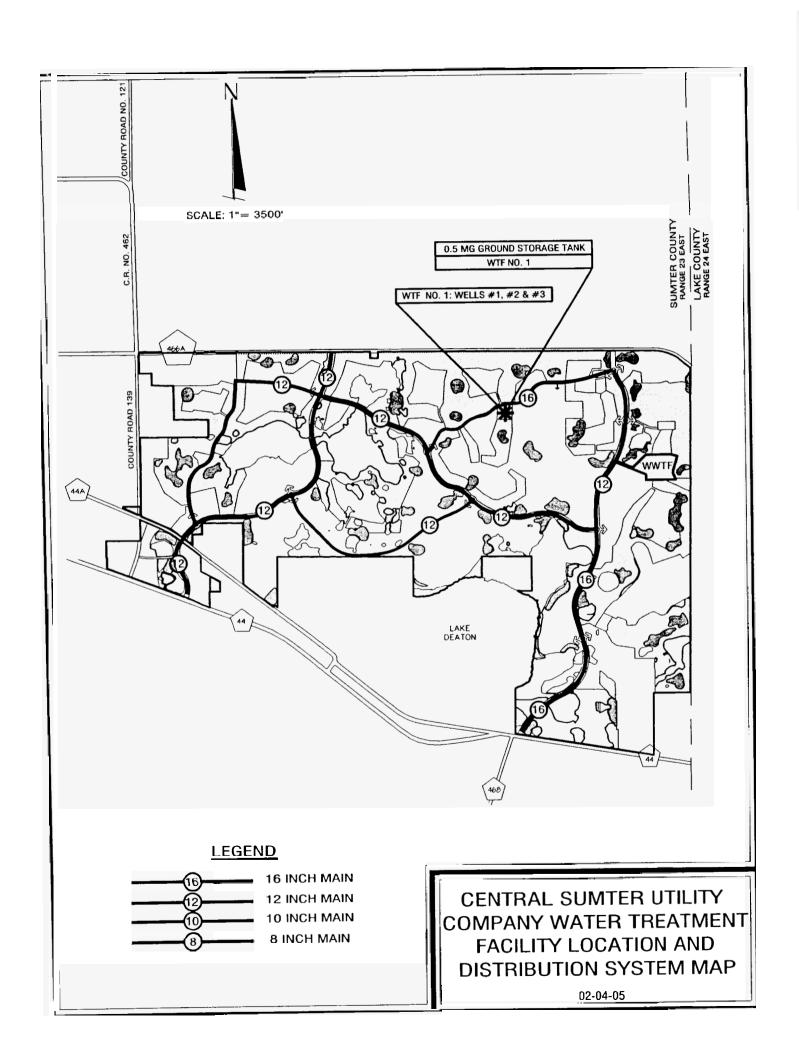


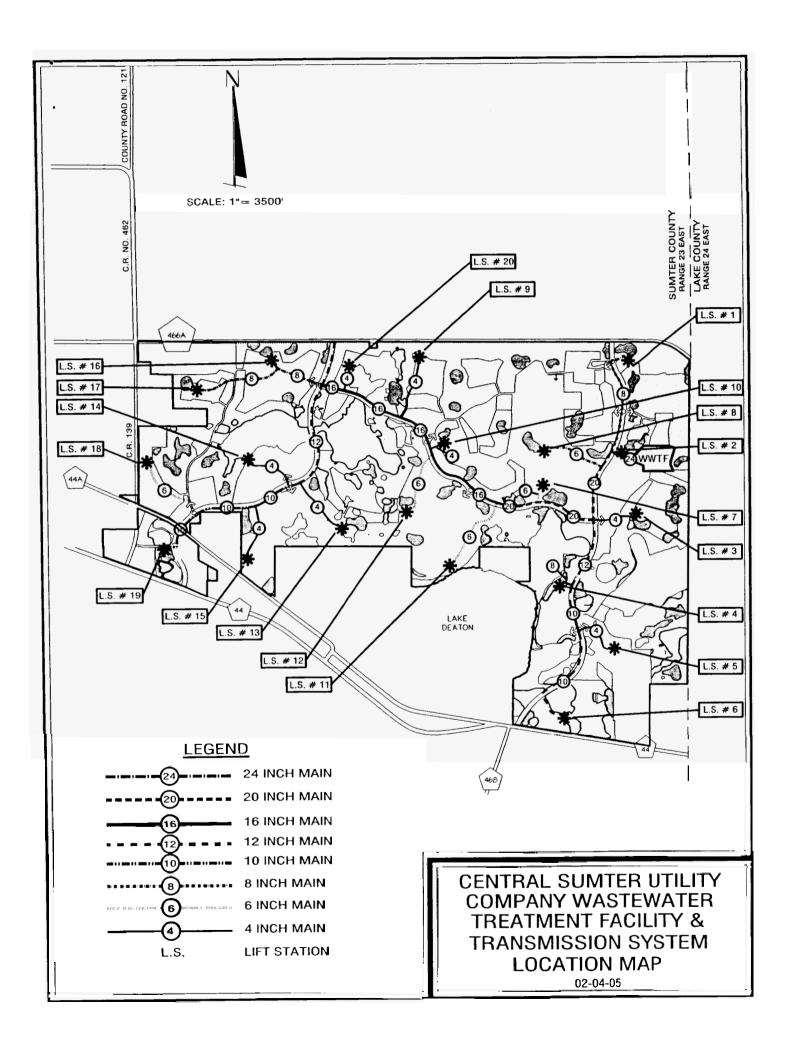


CENTRAL SUMTER UTILITY COMPANY, L.L.C.

| ======================================= |
|--|
| Application for an Original Water and Wastewater Certificate |
| ======================================= |

EXHIBIT "K"





AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared MICHELE PARKS, who, after being duly sworn on oath, did depose on oath and say that she is the Legal Assistant of Martin S. Friedman, attorney for Central Sumter Utility Company, LLC, and that on March 21, 2005, she did send by U.S. Mail a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

MICHELE PARKS

Sworn to and subscribed before me this 21st day of March, 2005, by Michele Parks, who is personally known to me.

Martin S. Friedman
Commission # DD313239

NOTARY PUBLIC - STATE OF FLORIDA

Printed Name:

My Commission Expires:

NOTICE OF APPLICATION FOR ORIGINAL WATER AND WASTEWATER CERTIFICATES

Notice is hereby given on the 21st day of March, 2005, pursuant to Section 367.045, Florida Statutes, and Section 25-30.030, Florida Administrative Code, of Central Sumter Utility Company, L.L.C., 1020 Lake Sumter Landing, The Villages, Florida 32159, Application for Original Water and Wastewater Certificates for the following described territory in Sumter County, Florida:

THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA, LYING SOUTH OF C.R. 466-A.

AND

THE SOUTH 1/2 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, LESS RIGHT-OF-WAY FOR C.R. 466-A.

AND

THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR C.R. 466-A AND LESS BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; RUN WEST 295.00 FEET, SOUTH 295.00 FEET, EAST 295.00 FEET, NORTH 295.00 FEET TO THE BEGINNING.

AND

THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR C.R. 466-A.

AND

THE NORTH 1/2 OF THE SOUTHWEST 1/4 LESS RIGHT-OF-WAY ON NORTH SIDE FOR CR 466-A, AND LESS RIGHT-OF-WAY ON WEST SIDE FOR CR 139 AND LESS THE SOUTH 15.00 FEET OF THE WEST 789.00 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4, AND LESS THE NORTH 466.70 FEET OF THE SOUTH 481.70 FEET OF THE WEST 490.70 FEET OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4.

AND

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF THE S.A.L. RAILROAD RIGHT-OF-WAY, LESS OLD STATE ROAD 44 RIGHT-OF-WAY.

LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 1/2 OF SOUTH 1/2 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, FOR A POINT OF BEGINNING; 1) THENCE RUN SOO DEG 03 MIN 45 SEC WEST

ALONG THE WEST LINE OF THE EAST 1/2 OF SOUTH 1/2 OF NORTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 4.79 FEET; 2) THENCE RUN S38 DEG 07 MIN 08 SEC WEST A DISTANCE OF 35.12 FEET; 3) THENCE RUN S69 DEG 08 MIN 06 SEC WEST A DISTANCE OF 5.77 FEET TO THE NORTH RIGHT OF WAY LINE OF HWY. 44A; 4) THENCE RUN N65 DEG 34 MIN 36 SEC WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 84.16 FEET, TO THE NORTH LINE OF SOUTH 1/2 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 8; 5) THENCE RUN S89 DEG 49 MIN 31 SEC EAST, ALONG SAID NORTH LINE A DISTANCE OF 103.70 FEET, TO THE POINT OF BEGINNING TO CLOSE.

AND

THE EAST 1/2 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LESS THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTH 3/4 OF THE NORTHWEST 1/4; THE WEST 1/2 OF THE SOUTHWEST 1/4, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 139 OR COUNTY ROAD 44A, ALSO LESS RAILROAD RIGHT-OF-WAY; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 LYING SOUTH OF RAILROAD.

AND

BEGIN AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST; THENCE RUN SOUTH 440.00 FEET, EAST 396.00 FEET, NORTH 440.00 FEET. WEST 396.00 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 139 OR COUNTY ROAD 44A OR WITHIN THE RIGHT-OF-WAY FOR THE C.S.X. TRANSPORTATION RAILROAD RIGHT-OF-WAY.

AND

ALL OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

ALL OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

ALL OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.

AND

ALL OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA; AND LESS ANY PORTION THEREOF LYING WITHIN COUNTY ROAD RIGHT-OF-WAY.

AND

THE WEST 1/2 OF THE NORTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THE EAST 1/2 OF THE SOUTHEAST 1/4; THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RAILROAD RIGHT-OF-WAY, THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 LYING NORTH AND EAST OF THE RAILROAD RIGHT-OF-WAY, IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS TERMINAL LANDS; LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 44-A.

AND

THE WEST 3/4 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4, LYING NORTH OF STATE ROAD 44, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 44 AND THE SOUTHEAST 1/4 OF NORTHWEST 1/4 LYING NORTH OF STATE ROAD 44, ALL IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

BEGIN AT SOUTHEAST CORNER OF NORTHEAST 1/4 OF NORTHWEST 1/4. RUN S89°50'W, 331.20 FEET, NORTH 797.68 FEET, S61°21'21"E, 835.26 FEET, SOUTH 395.15 FEET, S89°50W, 401.84 FEET TO POINT OF BEGINNING, SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

AND

THE WEST 1/2 OF WEST 1/2 NORTH OF STATE ROAD 44 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LESS ROAD RIGHT-OF-WAY.

AND

THAT PART OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 LYING NORTH OF STATE ROAD 44, LESS ROAD RIGHT-OF-WAY ON WEST END, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

AND

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD AIRLINE RAILROAD.

AND

THAT PART OF THE WEST 3/4 OF SAID SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF THE RAILROAD RIGHT-OF-WAY.

CONTAINING 4908.95 ACRES, MORE OR LESS.

Any objections to the Application must be made in writing and filed with the Director, Division of Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with a copy to Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 600 S. North Lake Boulevard, Suite 160, Altamonte Springs, Florida 32701, within 30 days from the date of this Notice. The objection must state the grounds for the objection with particularity.

Central Sumter Utility Company, L.L.C.

LIST OF WATER AND WASTEWATER UTILITIES IN SUMTER COUNTY (VALID FOR 60 DAYS) 03/15/2005 - 05/13/2005

<u>UTILITY NAME</u> <u>MANAGER</u>

SUMTER COUNTY

CONTINENTAL UTILITY, INC. (WS606) CHARLES ABELL 50 CONTINENTAL BLVD. (352) 748-0100

50 CONTINENTAL BLVD. (352) WILDWOOD, FL 34785-8147

CRYSTAL RIVER UTILITIES, INC. D/B/A AQUA UTILITIES FLORIDA (WS768)

NANCE GUTH

% AQUASOURCE, INC. (941) 907-7411 6960 PROFESSIONAL PARKWAY EAST, #400

SARASOTA, FL 34240-8432

NORTH SUMTER UTILITY COMPANY, L.L.C. (WS846)

1020 LAKE SUMTER LANDING

GARY MORSE
(352) 753-2270

1020 LAKE SUMTER LANDING (352) 753-2270 THE VILLAGES, FL 32162-2693

LIST OF WATER AND WASTEWATER UTILITIES IN SUMTER COUNTY (VALID FOR 60 DAYS) 03/15/2005 - 05/13/2005

<u>UTILITY NAME</u> <u>MANAGER</u>

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, SUMTER COUNTY SUMTER COUNTY COURTHOUSE 209 NORTH FLORIDA STREET BUSHNELL, FL 33513-6127

DEP SOUTHWEST DISTRICT 3804 COCONUT PALM DRIVE TAMPA, FL 33618-8318

MAYOR, CITY OF BUSHNELL P. O. BOX 115 BUSHNELL, FL 33513-0115

MAYOR, CITY OF CENTER HILL P. O. BOX 649 CENTER HILL, FL 33514-0649

MAYOR, CITY OF COLEMAN WEST CENTRAL AVENUE P. O. BOX 456 COLEMAN, FL 33521-0456

MAYOR, CITY OF WEBSTER P. O. BOX 28 WEBSTER, FL 33597-0028

MAYOR, CITY OF WILDWOOD 100 NORTH MAIN STREET WILDWOOD, FL 34785-4047

S.W. FLORIDA WATER MANAGEMENT DISTRICT 2379 BROAD STREET BROOKSVILLE, FL 34609-6899

WITHLACOOCHEE PLANNING COUNCIL 1241 S.W. 10TH STREET OCALA, FL 34474-2798

LIST OF WATER AND WASTEWATER UTILITIES IN SUMTER COUNTY (VALID FOR 60 DAYS) 03/15/2005 - 05/13/2005

UTILITY NAME MANAGER

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL C/O THE HOUSE OF REPRESENTATIVES THE CAPITOL TALLAHASSEE, FL 32399-1300

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES FLORIDA PUBLIC SERVICE COMMISSION 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-0850

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY (VALID FOR 60 DAYS) 03/17/2005 - 05/15/2005

MANAGER UTILITY NAME

LAKE COUNTY

AQUASOURCE UTILITY, INC. D/B/A AQUA UTILITIES FLORIDA, INC (WS822) NANCE GUTH (941) 907-7411

% AQUASOURCE, INC.

6960 PROFESSIONAL PARKWAY EAST, #400

SARASOTA, FL 34240-8432

DEBORAH J. MILLER BRENDENWOOD WATER SYSTEM, INC. (WU020)

3153 PENWA COURT

LONGWOOD, FL 32779-3109

(352) 383-7908

CENTURY ESTATES UTILITIES, INC. (WU725)

P. O. BOX 1234

APOPKA, FL 32704-1234

JOSEPH LINARTAS

(352) 787-0732

CRYSTAL RIVER UTILITIES, INC. D/B/A AQUA UTILITIES FLORIDA (WU766)

% AQUASOURCE, INC.

6960 PROFESSIONAL PARKWAY EAST, #400

SARASOTA, FL 34240-8432

NANCE GUTH (941) 907-7411

CWS COMMUNITIES LP (WU839)

14 CORAL STREET

EUSTIS, FL 32726-6710

HOLLY SIMPSON (352) 589-1190

FLORIDA WATER SERVICES CORPORATION (WS227)

P.O. BOX 609520

ORLANDO, FL 32860-9520

CARLYN KOWALSKY

(407) 598-4297

HARBOR HILLS UTILITIES, L.P. (WU727)

6538 LAKE GRIFFIN ROAD

LADY LAKE, FL 32159-2900

M. HUEY (352) 753-7000

HIDDEN VALLEY SPE LLC D/B/A ORANGE LAKE (WS892)

1910 LAKE EUSTIS DRIVE

EUSTIS, FL 32726-2629

GARY MORSE

(352) 357-1636

LAKE UTILITY COMPANY (W5619)

25201 U.S. HIGHWAY 27

LEESBURG, FL 34748-9099

EARL THIELE (352) 326-4170

LAKE UTILITY SERVICES, INC. (WU553)

200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN

(407) 869-1919

LAKE UTILITY SERVICES, INC. (WS641)

200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN

(407) 869-1919

MOR-17-2005 10:16 4136050 96% P.03

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY (VALID FOR 60 DAYS) 03/17/2005 - 05/15/2005

<u>UTILITY NAME</u> <u>MANAGER</u>

LAKE COUNTY

LAKE YALE TREATMENT ASSOCIATES, INC. (WS823)

DANNY ELLIS
38141 MAYWOOD BAY DRIVE

(352) 589-9214

LEESBURG, FL 34788-8134

SOUTHFIELD, MI 48034-8205

OAK SPRINGS, LLC (WU875) MICHAEL CAMPBELL

12 HIGHLAND STREET (321) 837-0565 SORENTO, FL 32776-9620

PINE HARBOUR WATER UTILITIES (WU635)

JIM C. BRANHAM

P. O. BOX 447 (352) 787-2944 FRUITLAND PARK, FL 34731-0477

RAINTREE UTILITIES, INC. (WU663) KEITH J. SHAMROCK

2100 LAKE EUSTIS DRIVE (352) 343-6677 TAVARES, FL 32778-2064

SHANGRI-LA BY THE LAKE UTILITIES, INC. (WS728)

MERTIS L. WERNER
(616) 887 8888

1214 WEST ROUTE 72 (616) 887-8888 LEAF RIVER, IL 61047-9614

SOUTHLAKE UTILITIES, INC. (WS638) WILLIAM J. DEAS

2215 RIVER BLVD. (904) 387-9292 JACKSONVILLE, FL 32204-4647

SUN COMMUNITIES FINANCE, LLC D/B/A WATER OAK UTILITY (WS755)
THE AMERICAN CENTER
27777 FRANKLIN ROAD, SUITE 200

UTILITIES, INC. OF PENNBROOKE (WS861)

PATRICK C. FLYNN

200 WEATHERSFIELD AVENUE (407) 869-1919 ALTAMONTE SPRINGS, FL 32714-4027

W.B.B. UTILITIES, INC. (WU639)

RICHARD E. BAIR

4116 BAIR AVENUE (352) 787-4347 FRUITLAND PARK, FL 34731-5616

MAR-17-2005 10:16 413505

- 2 -

P 04

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY (VALID FOR 60 DAYS) 03/17/2005 - 05/15/2005

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

ADMINISTRATOR, CITY OF UMATILLA P. O. BOX 2286 UMATILLA, FL 32784-2286

CLERK, BOARD OF COUNTY COMMISSIONERS, LAKE COUNTY P.O. BOX 7800 TAVARES, FL 32778-7800

DEP CENTRAL DISTRICT 3319 MAGUIRE BLVD., SUITE 232 ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT 3804 COCONUT PALM DRIVE TAMPA, FL 33618-8318

EAST CENTRAL FLORIDA PLANNING COUNCIL 631 NORTH WYMORE ROAD, SUITE 100 MAITLAND, FL 32751

MAYOR, CITY OF CLERMONT P. O. BOX 120219 CLERMONT, FL 32712-0219

MAYOR, CITY OF EUSTIS P. O. DRAWER 68 EUSTIS, FL 32727-0068

MAYOR, CITY OF FRUITLAND PARK 506 WEST BERCKMAN STREET FRUITLAND PARK, FL 34731-3200

MAYOR, CITY OF GROVELAND 156 SOUTH LAKE AVENUE GROVELAND, FL 34736-2597

MAYOR, CITY OF LEESBURG P. O. BOX 490630 LEESBURG, FL 32749-0630

MAYOR, CITY OF MASCOTTE P. O. BOX 56 MASCOTTE, FL 34753-0056

- 3 -

MAR-17-2005 10:17 4136050 96% P.05

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY (VALID FOR 60 DAYS) 03/17/2005 - 05/15/2005

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

MAYOR, CITY OF MINNEOLA P. O. BOX 678 MINNEOLA, FL 34755-0678

MAYOR, CITY OF MOUNT DORA P. O. BOX 176 MOUNT DORA, FL 32756-0176

MAYOR, CITY OF TAVARES P. O. BOX 1068 TAVARES, FL 32778-1068

MAYOR, TOWN OF ASTATULA P. O. BOX 609 ASTATULA, FL 34705-0609

MAYOR, TOWN OF HOWEY-IN-THE-HILLS P. O. BOX 67 HOWEY-IN-THE-HILLS, FL 34737-0067

MAYOR, TOWN OF LADY LAKE 409 FENNELL BLVD. LADY LAKE, FL 32159-3159

MAYOR, TOWN OF MONTVERDE P. O. BOX 560008 MONTVERDE, FL 34729-0008

ST.JOHNS RIVER WTR MANAGEMENT DISTRICT P.O. BOX 1429 PALATKA, FL 32178-1429

-4-

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY (VALID FOR 60 DAYS) 03/17/2005 - 05/15/2005

<u>UTILITY NAME</u> <u>MANAGER</u>

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL C/O THE HOUSE OF REPRESENTATIVES THE CAPITOL TALLAHASSEE, FL 32399-1300

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES FLORIDA PUBLIC SERVICE COMMISSION 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-0850

MAR-17-2005 10:17 4136050 96% P.07

EXHIBIT "M"

(To Be Late Filed)

Affidavit of Mailing Notice to Property Owners

EXHIBIT "N"

(To Be Late Filed)

Affidavit of Publication