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September 1, 2005

VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Building, Room 110
Tallahassee, FL 32399-0850

Re: Docket No. 041369-SU - Application for Transfer of Wastewater Facilities of Pine Lake Mobile Home Estates, Inc., to the City of West Melbourne and Request for Cancellation of Certificate No. 486-S

Dear Ms. Bayo:

Enclosed please find the original and five (5) copies of the Supplement to the above referenced application and attached exhibit, submitted in accordance with Fla. Stat. § 367.071.

CMP _____

COM _____ Please feel free to contact me with any questions.

CTR _____ Sincerely,

ECR _____
GCL _____
OPC _____ Nancy M. Wallace

RCA _____

SCR _____ cc: Karl W. Bohne, Jr., Esq.

SGA _____ Ms. Muriel Mosier

SEC 1 _____ Ms. Mary Darrell

OTH _____

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DOCUMENT NUMBER - DATE

08375 SEP -1 05

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application for Transfer)
of Wastewater Facilities of Pine Lake)
Mobile Home Estates, Inc. to the City)
of West Melbourne and Request for)
Cancellation of Certificate No. 486-S)
_____)

DOCKET NO. 041369-SU

SUPPLEMENT TO APPLICATION FOR TRANSFER OF FACILITIES TO
GOVERNMENTAL AUTHORITY AND REQUEST FOR
CANCELLATION OF CERTIFICATE

Applicant, Pine Lake Mobile Home Estates, Inc. ("Pine Lake"), a Florida Corporation, pursuant to § 367.071, Fla. Stat., and Rule 25-30.037(4), F.A.C., files this Supplement to Application for Transfer of Wastewater Facilities of Pine Lake to the City of West Melbourne ("West Melbourne") and Request for Cancellation of Certificate No. 486-S ("Application") and says as follows:

1. On December 2, 2004, Pine Lake filed the Application for Transfer of Facilities to Governmental Authority and Request for Cancellation of Certification.

2. Shortly thereafter, the undersigned was informed by Mr. Karl Bohne, the attorney for West Melbourne, that, while West Melbourne was accepting customers' wastewater, it had not accepted transfer of the Wastewater Facility. West Melbourne had not accepted transfer of the Wastewater Facility because of the proximity of some of the gravity lines to customers' homes.

3. As of June 7, 2005, Pine Lake and West Melbourne entered into the Wastewater Gravity Lines Maintenance Agreement (the "Agreement") attached as Exhibit "A" hereto. This Agreement indicates that West Melbourne began accepting wastewater on November 23, 2005 and began charging customers on March 24, 2005.

DOCUMENT NUMBER-DATE

08375 SEP-1 08

FPSC-COMMISSION CLERK

4. Pursuant to the Agreement, Pine Lake has agreed to maintain the gravity lines at no cost to the City.

5. Pine Lake will retain the gravity lines but will not charge customers for wastewater service or for maintenance of the gravity lines.

6. West Melbourne accepted the Wastewater Facility, with the exception of the gravity lines, as of June 7, 2005.

7. The Application must be approved as a matter of right as a sale to a governmental authority pursuant to § 367.071(4)(a), Fla. Stat.

8. Pine Lake retains no assets that would constitute a system providing or proposed to provide wastewater service to the public for compensation.

9. Pine Lake has submitted a final bill to its customers and has credited its customers or refunded excess deposits to its customers as appropriate and required by this Commission or by law.

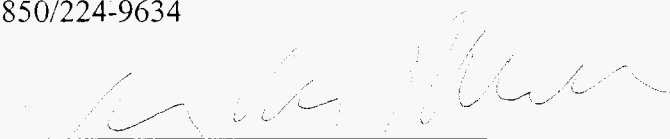
11. There are no fines owed relative to Pine Lake's wastewater facilities. Pine Lake will pay any and all outstanding regulatory assessment fees and file the final Regulatory Assessment Fee Return with the Division of Administration of this Commission within the time period required by the rules of this Commission.

12. Pine Lake cannot currently locate original Wastewater Certificate 486-S for cancellation but is undertaking a diligent search for the certificate.

WHEREFORE, Pine Lake respectfully requests that this Commission approve the transfer of its wastewater facilities to the City of West Melbourne as a matter of right and cancel the wastewater certificate of Pine Lake as of June 7, 2005.

September 1, 2005.

AKERMAN SENTERFITT
Attorneys at Law
106 E. College Avenue
Suite 1200
Tallahassee, FL 32301
850/224-9634



NANCY M. WALLACE
Attorney for Pine Lake Mobile
Home Estates, Inc.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Nancy M. Wallace, Esq.
AKERMAN SENTERFITT
106 East College Avenue, Suite 1200
Tallahassee, FL 32301
(850) 224-9634

← E


CFN 2005291379 08-16-2005 10:01 am
OR Book/Page: 5517 / 3381

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 9 #Names: 3
Trust: 5.00 Rec: 73.00 Serv: 0.00
Mtg: 0.00 Excise: 0.00
Int Tax: 0.00

WASTEWATER GRAVITY LINES MAINTENANCE AGREEMENT

THIS WASTEWATER GRAVITY LINES MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of June 7, 2005 (the "Effective Date"), by PINE LAKE MOBILE HOME ESTATES, INC., a Florida corporation ("Pine Lake"), MARY DARRELL ("Ms. Darrell"), and THE CITY OF WEST MELBOURNE, a Florida municipality (the "City")(collectively, Pine Lake, Ms. Darrell and the City are referred to herein as the "Parties.")

STATEMENT OF BACKGROUND INFORMATION

Pine Lake provided wastewater services to certain property located in unincorporated Brevard County, Florida pursuant to Certificate No. 486-S issued by the Florida Public Service Commission. The property for which Pine Lake provided wastewater services is comprised of (i) land owned by Pine Lake upon which is located a manufactured home community known as Pine Lake Mobile Home Estates, a gas station, and a convenience store, which is more particularly described in Exhibit "A" hereto (the "Pine Lake Parcel"); (ii) additional land not owned by Pine Lake upon which is located 45 residences on American Street and Buddy Street, as shown Plat Book 20, Page 27, Public Records of Brevard County, Florida, and which is more particularly described on Exhibit "B" hereto (the "American and Buddy Parcel"); and (iii) property owned by Ms. Darrell, with a street address of 2555 Eber Blvd., which is more particularly described on

Exhibit "C" hereto (the "Darrell Parcel"). The Pine Lake Parcel, the American and Buddy Parcel, and the Darrell Parcel are collectively referred to herein as the "Serviced Property."

On October 3, 2003, Pine Lake and the City entered into the CITY OF WEST MELBOURNE/PINE LAKE MOBILE HOME ESTATES, INC. WASTEWATER SERVICE AGREEMENT (the "Wastewater Service Agreement") where under Pine Lake agreed to transfer its wastewater services and facilities to the City and connect to the City wastewater system in order to serve the Serviced Property. On November 23, 2004, the City began accepting wastewater from the Serviced Property. Since such date, Pine Lake has not charged Serviced Property customers (the "Customers") for wastewater service. On March 24, 2005, the City began charging Serviced Property customers for wastewater service.

The Wastewater Services Agreement contemplated that the City would accept the entire wastewater system for the Serviced Property upon Pine Lake meeting certain conditions. The City of West Melbourne determined that certain conditions had not been met by Pine Lake, including, but not limited to, the proximity of some of the gravity lines ("Gravity Lines") to mobile home residences, and, therefore, the City would not accept the Gravity Lines within the Serviced Property. Pine Lake has agreed to maintain such Gravity Lines, at no cost to the City, in accordance with the terms and conditions of this Agreement.

STATEMENT OF AGREEMENT

In consideration of the sum of Ten Dollars (\$10.00) in hand paid by each Party to the other, the mutual promises and agreements made herein, and other good and valuable



consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Maintenance of Gravity Lines. Beginning on the Effective Date, Pine Lake shall be responsible, at no cost to the City, for the maintenance (including replacement and repair) of the Gravity Lines located on the Serviced Property. Pine Lake shall make repairs to the Gravity Lines as soon as practicable after notification from a Customer or the City of the necessity for such repairs. The Parties acknowledge that neither the City nor Pine Lake is responsible for the maintenance of the wastewater lines that run from any mobile home unit in the Serviced Property to the Gravity Lines on the Serviced Property, such responsibility for maintenance being that of the Customer or owner of the mobile home unit.

2. City's Maintenance of Lift Station and Certain Lines. Notwithstanding paragraph 1 above, City shall be responsible, at no cost to Pine Lake, for the maintenance (including replacement and repair) of the lift station, the wastewater line that runs between the lift station and the Quail Run line, and the wastewater line that runs from the Quail Run line across Eber Boulevard to the City's wastewater line. City agrees to pay electric and water charges related to operation and use of the lift station.

3. Default. If there is a failure by either party to perform, fulfill, or observe any agreement contained within this Agreement including Pine Lake's duty to maintain the Gravity Lines, after notice to the defaulting party specifying the failure, the non-defaulting party shall have the right, upon the expiration of a reasonable period of time set forth in such notice, to perform said obligation and charge the cost thereof to the defaulting party and the defaulting party shall promptly reimburse such non-defaulting



party upon demand, together with the interest thereon from the date of such demand at the rate of ten percent (10%) per annum. Fifteen (15) days from the date of such notice shall constitute a reasonable period of time, except in those instances in which the non-defaulting party believes remedial action prior to the expiration of a fifteen day time period is necessary to prevent damage to persons or property, in which event, notwithstanding the foregoing, no notice of any kind shall be required to be given by the non-defaulting party prior to proceeding. Upon Pine Lake's default of its obligation to maintain the Gravity Lines, the City's right to cure shall include the right to enter into Serviced Property in accordance with paragraph 4 below. The City's cost of curing Pine Lake's default, and the interest thereon, shall be a charge on the land and shall be a continuing lien upon the Serviced Property. If Pine Lake fails to reimburse such cost to the City, the City may bring an action at law against Pine Lake, foreclose the lien, or both.

4. City's Right to Enter Serviced Property. For the purpose of exercising its right to maintain the Gravity Lines upon Pine Lake's default, the City is granted the following rights to enter upon the Serviced Property:

a. Pine Lake Parcel. Pine Lake grants the City the right to enter into and upon the Pine Lake Parcel for the purpose of repair and maintenance of the Gravity Lines.

b. American and Buddy Parcel. Pine Lake hereby assigns to the City its right to enter into and upon the Utility Easements on the American and Buddy Parcel, as depicted on the Plat of Pine Lake Mobile Home Estates, Plat Book 20, Page 27, Public



Records of Brevard County, Florida, for the purpose of repair and maintenance of the Gravity Lines.

c. Darrell Parcel. Ms. Darrell grants the City the right to enter into and upon the Darrell Parcel for the purpose of repair and maintenance of the Gravity Lines.

5. Indemnification. Pine Lake shall indemnify and hold the City harmless against and from any and all claims arising from any breach or default in the performance of any obligation on Pine Lake's part to be performed under the terms of this Agreement, or arising from any act or negligence of Pine Lake, or any officer, agent, employee, guest, or invitee of Pine Lake, and from all and against all cost, attorneys' fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and, in any case, action or proceeding brought against the City by reason or any such claim, Pine Lake upon notice from the City shall defend the same at Pine Lake's expense by counsel reasonably satisfactory to the City.

To the extent permitted by law, the City shall indemnify and hold Pine Lake harmless against and from any and all claims arising from any breach or default in the performance of any obligation on City's part to be performed under the terms of this Agreement, or arising from any act or negligence of the City, or any officer, agent, employee, guest, or invitee of the City, and from all and against all cost, attorneys' fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and, in any case, action or proceeding brought against the Pine Lake by reason or any such claim, the City upon notice from Pine Lake shall defend the same at the City's expense by counsel reasonably satisfactory to Pine Lake.



CFN 2005291379
OR Book/Page: 5517 / 3385

6. Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of Pine Lake, Ms. Darrell, and the City.

7. Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party.

8. Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by telegram or by registered or certified mail, postage prepaid, as follows:

If to Pine Lake, to:

Pine Lake Mobile Home Estates, Inc.
Ms. Muriel Mosier
2505 Eber Boulevard
Melbourne, Florida 32904

If to the City:

City of West Melbourne
City Manager
2285 Minton Road
West Melbourne, Florida 32904

or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, telegraphed or mailed.

9. Warranty of Title.



CFN 2005291379
OR Book/Page: 5517 / 3386

a. Pine Lake Parcel. Pine Lake warrants that, as of the Effective Date, Pine Lake has good and indefeasible fee simple title to the Pine Lake Parcel and that Pine Lake has full right and lawful authority to grant the City the right to enter into the Pine Lake Parcel for purposes of maintenance of the Gravity Lines.

b. Darrell Parcel. Ms. Darrell warrants that, as of the Effective Date, she has good and indefeasible fee simple title to the Darrell Parcel and that she has full right and lawful authority to grant the City the right to enter into the Darrell Parcel for purposes of maintenance of the Gravity Lines.

10. Running Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of heirs, assignees, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

11. Florida Law to Govern. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida.

12. Attorneys' Fees. The prevailing party in any proceeding or litigation arising from this Agreement shall be entitled to an award of costs and attorney's fees against the other party.

13. Recordation. The Parties agree that an executed copy of this Agreement, and its Exhibits shall be recorded in the Public Records of Brevard County, Florida, at the expense of Pine Lake.

14. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining



provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the date first written.

Witnesses:

**PINE LAKE MOBILE HOME
ESTATES, INC., a Florida corporation**

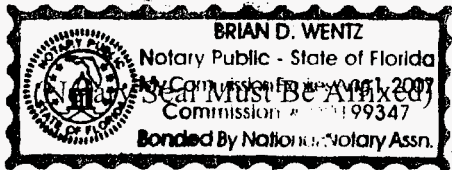
[Signature]
Printed Name: BRIAN D. WENTZ

By: Muriel M Mosier
Muriel M. Mosier, Director

Printed Name: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6 day of JUNE, 2005, by Muriel M. Mosier, Director of Pine Lake Mobile Home Estates, Inc. who: _____ (is/are personally known to me or _____ produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: AUG 1 2007
Commission Number: DD 199 347

[Signature]
Printed Name: BRIAN D. WENTZ

Mary Darrell
MARY DARRELL

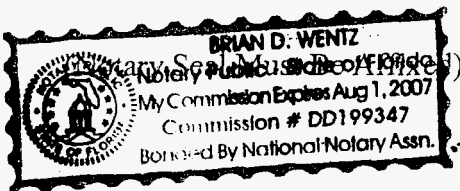
Printed Name: _____



CFN 2005291379
OR Book/Page: **5517 / 3388**

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6 day of JUNE, 2005, by Mary Darrell, who: _____ (is/are personally known to me or _____ produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: AUG 1 2007
Commission Number: DD 199 347

THE CITY OF WEST MELBOURNE, a
Florida municipality

Karl W. Schrie
Printed Name: Karl W. Schrie

Tamara D. Neal
Printed Name: Tamara D. Neal

By: Mark K. Ryan
Printed Name: Mark K. Ryan
Its: City Manager

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 7th day of
June, 2005, by Mark K. Ryan, City Manager of the City of
West Melbourne, who:

is/are personally known to me.

 produced as identification.

(Notary Seal Must Be Affixed)

Karl W. Schrie
Notary Public
My Commission Expires 9/30/05
No. DD 061421
My Commission Expires 9/30/05
Commission Number:



CFN 2005291379
OR Book/Page: 5517 / 3389