

ORIGINAL
050902-WS

LAW OFFICES
ROSE, SUNDBSTROM & 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.
CHASITY H. O'STEEN
DAREN L. SHIPPY
WILLIAM E. SUNDBSTROM, 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.rsbatorneys.com

CENTRAL FLORIDA OFFICE
SANLANDO CENTER
2180 W. STATE ROAD 434, SUITE 2118
LONGWOOD, FLORIDA 32779
(407) 830-6331
FAX (407) 830-8522

REPLY TO CENTRAL FLORIDA OFFICE

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

December 1, 2005

HAND DELIVERY

RECEIVED-PPSC
05 DEC - 1 PM 12:35
COMMISSION
CLERK

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

Re: Docket No. 050902-WS Application of Gold Coast Utility Corp. for Authority to Transfer Assets and Certificate Nos. 590-W and 508-S of Lake Haven Utility Associates, Ltd., d/b/a Lake Wales Utility Company in Polk County
Our File No.: 40057.01

Dear Ms. Bayo:

Enclosed for filing are the original and twelve (12) copies of the Application of Gold Coast Utility Corp., for Authority to Transfer Assets and Certificate Nos. 590-W and 508-S of Lake Haven Utility Associates, Ltd., d/b/a Lake Wales Utility Company. Also enclosed is our firm's check in the amount of \$3,000.00 representing the appropriate filing fee.

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

Check received and amount forwarded to Fiscal for deposit. Please forward deposit information to Records.

Initials of person who forwarded check

Original
Copies forwarded
MSF/mp
Enclosures
to ECR

Very truly yours,

Martin S. Friedman
MARTIN S. FRIEDMAN
For the Firm

cc: Mr. Keith Burge (w/enclosure)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority to)
Transfer the Assets of LAKE HAVEN)
UTILITY ASSOCIATES, LTD., d/b/a)
LAKE WALES UTILITY COMPANY and)
Certificate Nos. 590-W and 508-S in)
Polk County, Florida to GOLD COAST)
UTILITY CORP.)
_____)

Docket No. 050902-WS

APPLICATION OF GOLD COAST UTILITY CORP.,
FOR AUTHORITY TO TRANSFER ASSETS AND
CERTIFICATE NOS. 590-W AND 508-S

GOLD COAST UTILITY CORP., (hereinafter referred to as "GCUC" or "Buyer") by and through its undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code, and §367.071, Fla. Stat., files this Application for authority to transfer Certificate Nos. 590-W and 508-S currently held by Lake Haven Utility Associates, Ltd., d/b/a Lake Wales Utility Company ("Seller") to Buyer. In support of this Application, GCUC states:

1. The complete name and address of the Seller is:

Lake Haven Utility Associates, Ltd.,
d/b/a Lake Wales Utility Company
Post Office Box 9076
Lakeshore, Florida 33854-9076

2. The complete name and address of the Buyer is:

Gold Coast Utility Corp.
2340 N.E. Dixie Highway
Jensen Beach, FL 34957

DOCUMENT NUMBER-DATE

11345 DEC-1 8

FPSC-COMMISSION CLERK

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

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
PHONE: (407) 830-6331
FAX: (407) 830-8522
E-MAIL: mfriedman@rsbattorneys.com

4. Buyer is a Florida corporation authorized to do business in Florida on October 13, 2005.

5. The names and addresses of Buyer's shareholders, corporate officers and directors are as follows:

Reginald Burge, Shareholder, Director & President
Keith Burge, Shareholder, Director & Secretary/Treasurer
2340 N.E. Dixie Highway
Jensen Beach, FL 34957

6. Buyer owns no other water or wastewater utilities in Florida. However, the shareholders of GCUC also own Laniger Enterprises of America, Inc., which has held water and wastewater certificates in Martin County since 1990. The shareholders also previously owned Burkim Enterprises, Inc., which prior to being transferred to Brevard County held water and wastewater certificates in Brevard County.

7. A copy of the Purchase and Sale Agreement ("Agreement"), which includes the purchase price, terms of payment, and a list of the assets purchased and liabilities assumed and not assumed and disposition of customer deposits and interest thereon is attached

hereto as Exhibit "A". In accordance with the terms of the Agreement, the closing took place on November 18, 2005, and is contingent upon approval by the Commission.

8. There are no customer deposits, guaranteed revenue contracts, developer agreements, or debt of the utility that must be disposed of in association with the transfer of the utility systems. Customer advances being held by Seller will be applied to the final bill and the balance refunded. GCUC will assume the Lease on the property where the spray field is located.

9. The purchase was financed with a loan from Fidelity Federal Bank.

10. The transfer of the water and wastewater facilities of Seller to Buyer is in the public interest for the following reasons:

Seller was no longer interested in continuing in the utility business. Its related partnership is selling the remaining developable lots and will no longer have business interests in Polk County.

With respect to the Buyer's technical and financial ability, GCUC has both the regulatory experience and financial wherewithal to ensure consistent compliance with environmental regulations. GCUC's Officers' experience in operating water and wastewater utilities will provide depth to its customers on both a day-to-day basis as well as during emergencies. The Officers have operated other water and wastewater utilities in Florida under the regulation of this Commission since 1990. Further, David Pearce, and other personnel of Seller are being retained. Personal Financial Statements of the primary shareholders will be provided upon request.

Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters. For these reasons, it is in the public interest to grant approval of the transfer to Buyer.

11. The Seller's rates were last set in a Rate Investigation which culminated in Order No. PSC-99-1742-PAA dated September 7, 1999. Based upon that Order, the water rate base as of December 31, 1997, was \$68,638 and the wastewater rate base as of that same date was \$241,248.

12. There is no proposal at this time for inclusion of an acquisition adjustment resulting from the current transfer.

13. The books and records of the Seller are available for inspection by the Commission and are adequate for the purposes of establishing rate base of the water and wastewater systems.

14. Seller will cooperate with Buyer in providing to the Florida Public Service Commission any information necessary in order for the Commission to evaluate the Utility's rate base.

15. After reasonable investigation, the Buyer has determined that the systems being acquired appear to be in satisfactory condition and in compliance with all applicable standards set by Florida Department of Environmental Protection ("DEP").

16. The real property upon which the water and wastewater plants are located are among the assets purchased by GCUC. Attached as Exhibit "B" is a copy of the recorded Warranty Deed conveying the plant sites. A copy of the recorded Warranty Deed will be

provided when it is returned from being recorded in the Public Records of Polk County, Florida.

17. There are no outstanding regulatory assessment fees due. Seller will be responsible for payment of all regulatory assessment fees through Closing. Buyer will be responsible for payment of all regulatory assessment's fees due for revenues received from the date of Closing forward. No fines or refunds are owed.

18. The original and two copies of revised Water and Wastewater Tariffs reflecting the change in ownership are attached hereto as Composite Exhibit "C".

19. Seller has been unable to locate Water Certificate No. 590-W and Wastewater Certificate No. 508-S, and GCUC requests that substitute Certificates be issued in connection with this proceeding.

20. An Affidavit that the actual notice of the Application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, is attached hereto as Exhibit "D."

21. An Affidavit that the actual notice of the Application was given to each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "E."

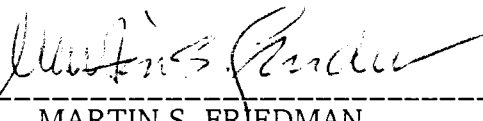
22. An Affidavit that the notice of the Application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "F".

23. The water and wastewater systems each have the capacity to serve between

501 and 2,000 ERCs. Pursuant to Rule 25-30.020, Florida Administrative Code, the appropriate filing fee is \$3,000 (\$1,500 for water and \$1,500 for wastewater).

Respectfully submitted on this day of 20
November, 2005, by:

ROSE, SUNDSTROM & BENTLEY, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, FL 32779
PHONE: (407) 830-6331
FAX: (407) 830-8522

By: 

MARTIN S. FRIEDMAN
For the Firm

EXHIBITS

- A: Purchase and Sale Agreement
- B: Warranty Deed conveying plant sites
- C: Water and Wastewater Tariffs
- D: Affidavit of Notice to Entities
- E: Affidavit of Notice to Customers
- F: Affidavit of Publication of Notice

EXHIBIT "A"

Purchase and Sale Agreement

ASSIGNMENT AND ASSUMPTION
OF
UTILITY COMPANY ASSET PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of October 17, 2005, is by and between KEITH A. BURGE ("Assignor"), and GOLD COAST UTILITY CORP., a Florida corporation, ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee all of its rights, title, interests and benefits arising out of, relating to or in any way associated with the Utility Company Asset Purchase Agreement dated July, 2005 (the "Agreement"), between Lake Haven Utility Associates, Ltd., d/b/a Lake Wales Utility Company and Keith A. Burge and Assignee will assume all of Assignor's liabilities and obligations under the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee and its successors and assigns all of Assignor's right, title, interest and benefits in and to the Agreement. Assignee hereby accepts such assignment and assumes all obligations and liabilities of Assignor arising under the Agreement accruing on or after the date hereof. Notwithstanding this Assignment and to induce Assignee also to close on the Agreement, Assignor shall remain jointly and severally liable with Assignee for the payment and performance of all obligations accruing under the Agreement arising at any time prior to or after the date hereof and has signed as of the date hereof an unconditional guaranty of payment and performance of Assignee's obligations under the Agreement.

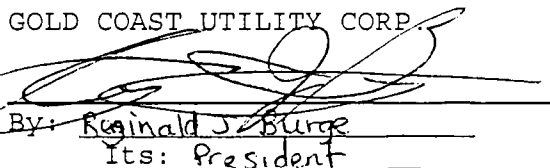
2. Assignor represents that as of the date hereof (a) there are no violations or breaches by Assignor of the Agreement, (b) all of Assignor's obligations accruing or arising prior to the date hereof have been performed in full under the Agreement, to the extent performance is required pursuant thereto prior to the date hereof, and (c) Assignor has full right and authority to assign the Agreement to Assignee.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

WITNESS:


KEITH A. BURGE

WITNESS:

GOLD COAST UTILITY CORP.

By: Reginald J. Burge
Its: President

**AGREEMENT FOR PURCHASE AND SALE OF
WATER AND WASTEWATER ASSETS**

By and Between

LAKE HAVEN UTILITY ASSOCIATES, LTD., d/b/a LAKE WALES UTILITY COMPANY

Seller

and

KEITH A. BURGE

Purchaser

July, 2005

TABLE OF CONTENTS

	<u>Page</u>
1. <u>RECITALS</u>	1
2. <u>COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS</u>	1
3. <u>PURCHASE PRICE</u>	4
4. <u>REPRESENTATIONS AND WARRANTIES OF SELLER</u>	4
5. <u>REPRESENTATIONS AND WARRANTIES OF PURCHASER</u>	9
6. <u>TITLE INSURANCE AND PERMITTED ENCUMBRANCES</u>	10
7. <u>CONDITIONS PRECEDENT TO CLOSING</u>	12
8. <u>PRE-CLOSING CONDUCT; COVENANTS</u>	13
9. <u>TERMINATION OF AGREEMENT</u>	17
10. <u>CLOSING DATE AND CLOSING</u>	20
11. <u>INDEMNIFICATION</u>	23
12. <u>POST CLOSING COOPERATION</u>	25
13. <u>FLORIDA PUBLIC SERVICE COMMISSION MATTERS</u>	27
14. <u>MISCELLANEOUS PROVISIONS</u>	27

ATTACHMENTS

- Schedule "A" (Real Property)
- Schedule "B" (Easements, licenses, etc.)
- Schedule "C" (Treatment plants, etc.)
- Schedule "D" (Certificates, permits, etc.)
- Schedule "E" (Inventory)

**AGREEMENT FOR PURCHASE AND SALE OF
WATER AND WASTEWATER ASSETS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER AND WASTEWATER ASSETS ("Agreement") is made this 31st day of July, 2005, by and between LAKE HAVEN UTILITY ASSOCIATES, LTD, d/b/a LAKE WALES UTILITY CO., a Florida limited partnership (hereafter "Seller"), whose address is Post Office Box 402279, Miami Beach, Florida 33140, and KEITH BURGE, (hereinafter "Purchaser") whose address is 1662 NE Dixie Highway, Jensen Beach, Florida 34957.

WHEREAS, Seller owns and operates a domestic wastewater collection, treatment and effluent disposal system ("Wastewater System") and potable water system ("Water System") located in Polk County, Florida, jointly referred to as the "Utility System"; and

WHEREAS, the Seller operates under Certificates of Public Convenience and Necessity 590-W and 508-S (Collectively the "Certificates") issued by the Florida Public Service Commission ("Commission" or "PSC"), which authorizes Seller to provide water and wastewater service to certain territories in Polk County, Florida; and

WHEREAS, Purchaser desires to purchase the Utility System; and

NOW, THEREFORE, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Purchaser hereby agree to sell and purchase the Utility System, upon the following terms and conditions:

1.0 **RECITALS**. The foregoing recitals are true and correct and are incorporated herein.

2.0 **COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASE ASSETS**.

2.1 Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the Purchased Assets (as defined below) upon the terms, and subject to the conditions precedent set forth in this Agreement.

2.2 "Purchased Assets" shall be the following:

2.2.1 The real property and interests in real property owned and held by Seller, and all buildings and improvements located thereon, as identified in **Schedule "A"** to this Agreement ("Real Property").

2.2.2 All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System, as identified in **Schedule "B"** to this Agreement.

2.2.3 All water treatment plants, water supply and distribution facilities, wastewater collection, treatment and disposal facilities of every kind and description whatsoever, including but not limited to pumps, plants, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, and effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller, together with all additions or replacements thereto, as identified in **Schedule "C"** to this Agreement.

2.2.4 All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility System and its plants and systems for the procuring, treatment, storage and distribution of potable and nonpotable water and the collection, treatment and disposal of wastewater and every right of every character whatever in connection therewith, and the obligations thereof; all agencies for the supply of water to the Utility System or others; all water rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to Seller under the Certificates, as identified in **Schedule "D"** to this Agreement; to the extent that Seller's rights to the foregoing are transferable.

2.2.5 All items of inventory owned by Seller on the Closing Date. In this regard, Seller represents and warrants that it will not deplete its inventory between the date of the execution hereof and Closing except in the ordinary course of business. The current inventory is attached hereto as **Schedule "E"**.

2.2.6 All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by Purchaser to operate the Utility System to the extent such are in Seller's possession.

2.2.7 All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials to the extent such are in Seller's possession.

2.2.8 All rights of Seller under the Lease for the spray irrigation site dated July 1, 1993.

2.3 The following assets are excluded from the Purchased Assets:

2.3.1 Cash, bank accounts, equity and debt securities of any nature, deposits maintained by Seller with any governmental authority, any non-refundable deposits and any prepaid expenses of Seller, which are Seller's sole property as of the Closing date.

2.3.2 Escrow and other Seller provisions for payment of federal and state income taxes, and which shall be the Seller's responsibility through the Closing date.

2.3.3 Any other assets not referenced in 2.2 above.

3.0 **PURCHASE PRICE.**

3.1 Purchaser shall pay to Seller, subject to the adjustments and prorations referenced herein, a total purchase price in the amount of \$550,000 payable at Closing, in immediately available federal funds, by wire-to-wire transfer to the trust account of Rose, Sundstrom & Bentley, LLP, as closing agent for Seller.

3.2 Title to the Purchased Assets shall be delivered by the Seller to the Purchaser at Closing, free and clear of all liens, encumbrances, debts, liabilities, or third party claims whatsoever, other than Permitted Encumbrances.

4.0 **REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to Purchaser to execute this Agreement and perform its obligations thereunder, Seller represents and warrants to Purchaser as follows:

4.1 Seller is a duly organized, validly existing Florida limited partnership, and its status is active under the laws of the State of Florida. Seller has all requisite power and authority to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.

4.2 The General Partner of Seller has approved Seller entering into this Agreement.

4.3 This Agreement constitutes, and all other agreements to be executed by Seller with respect to this Agreement, will constitute when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.

4.4 The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the Partnership Agreement of Seller, nor any indenture, agreement, or other instrument to which Seller is a party, or by which it is bound.

4.5 Seller has exclusive ownership, possession, control, and good and marketable title to all Purchased Assets including, without limitation, those reflected in the Public Service Commission Annual Report (except as may have been sold, or otherwise disposed of, by Seller in the ordinary course of business), and those used or located on property controlled by Seller in its business on the date of this Agreement. The Purchased Assets are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances. At Closing, Seller shall deliver title to the Purchased Assets free and clear of all debts, liens, pledges, charges or encumbrances, whatsoever. Seller makes no representation as to the condition of the Purchased

Assets and Purchaser acknowledges that it is accepting the Purchased Assets in an "as is" condition, with no warranty of merchantability or fitness for a particular purpose or use, except the Purchased Assets at Closing, shall be free and clear of all debts, liens, pledges, charges or encumbrances, whatsoever, other than Permitted Encumbrances.

4.6 Environmental Law Compliance.

4.6.1 Definitions.

- (1) "Environmental Law" means any federal, state, or local statute, order, regulation, or ordinance, or common law or equitable doctrine relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clear Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act, (42 U.S.C. § 300f et seq.), as such have been amended or supplement as of the Closing Date, and the regulations promulgated pursuant thereto, and in effect as of the Closing Date.
- (2) "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which Seller conducts its business including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.
- (3) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by Seller or related to Hazardous Materials generated by Seller.
- (4) "Remedial Action" means all actions required to (i) clean up, remove, or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

4.6.2 Representations. To Seller's actual knowledge:

- (1) Seller is in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis for any such liability.
- (2) Seller has obtained all permits required, or has submitted applications for such permits in a timely manner, under applicable Environmental Laws necessary for the operation of its business as presently conducted as of the date of this Agreement.
- (3) Seller has not received within the last three years and is not aware of any pending communication from any governmental authority or other party with respect to (i) the actual or alleged violation of any Environmental Laws; (ii) any actual or proposed Remedial Action; or (iii) any Release or threatened Release of a Hazardous Material.
- (4) No polychlorinated biphenyl or asbestos-containing materials, in material violation of Environmental Law are, or have been, present at any property when owned, operated, or leased by Seller, nor are there any underground storage tanks, active or abandoned, at any property owned, operated, or leased by Seller.
- (5) There is no Hazardous Material in material violation of Environmental Law located at any site that is owned, leased, operated, or managed by Seller other than chemicals used for treatment (such as chlorine); no site that is owned, leased, operated, or managed by Seller is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Seller for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and there is no reasonable basis for Seller to be named in such claims or for any similar action to be brought against Seller.
- (6) No written notification of a Release of a Hazardous Material has been filed by or on behalf of Seller or with respect to any property when owned, operated, or leased by Seller. No such property is listed or proposed for listing on the National Priority List promulgated

pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.

- (7) No Hazardous Material has been released in material violation of Environmental Law at, on, or under any property now owned, operated, or leased by Seller.

5.0 **REPRESENTATIONS AND WARRANTIES OF PURCHASER.** As a material inducement to Seller to execute this Agreement and to perform its obligations thereunder, Purchaser represents and warrants to Seller as follows:

5.1 Purchaser has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.

5.2 This Agreement constitutes, and all other agreements to be executed by Purchaser with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of Purchaser, enforceable in accordance with their terms.

5.3 The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Purchaser, nor any indenture, agreement, or other instrument to which Purchaser is a party, or by which it is bound.

5.4 Purchaser has conducted such due diligence of Seller, the Purchased Assets and Utility System, as, in his sole discretion, he deems appropriate.

6.0 **TITLE INSURANCE AND PERMITTED ENCUMBRANCES.**

6.1 At least fifteen (15) days prior to the Closing, Seller shall cause to be issued and delivered a current title insurance commitment issued by a title company licensed to do business in the State of Florida, covering the Real Property, which shall be in an amount equal to \$378,770.00. The cost of the title insurance commitment and title insurance shall be borne equally by the parties. The title insurance commitment shall commit the insurer to issue owner's title insurance policies to Purchaser covering the Real Property (substantially in accordance with the ALTA Standard Owner's Form B), reflecting title to the Real Property to be marketable or insurable, except for the Permitted Encumbrances (as defined in Section 6.5 below), the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as materialman's liens, survey (if Purchaser orders a survey at his own expense), and mechanic's liens. Seller shall execute at, or prior to, Closing, in favor of the title insurance company, the appropriate mechanic's lien affidavit and "Gap" affidavit sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

Purchaser shall notify Seller in writing no less than five (5) days after receipt of the title insurance commitment of any alleged material defect in Seller's title to the Real Property, other than those accepted herein and the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Seller's title to the Real Property (other than the Permitted Encumbrances), which render or may render Seller's title to the Real Property unmarketable in accordance with standards adopted by The Florida Bar or uninsurable. Any objections to title to the extent not shown on the notice furnished by Purchaser in accordance with the provisions of this paragraph shall be deemed to have been waived by Purchaser and Purchaser shall not be entitled to any damages or other remedies. Seller shall have thirty (30) days after receipt of Purchaser's notice, to eliminate all of the material objections to title set forth in Purchaser's notice. However, in no event shall Seller be required to bring suit or expend any sum in excess of \$10,000 in the aggregate to cure title defects, exclusive of mortgages against the Real Property, which are in a liquidated amount or Seller has an obligation to discharge on or before Closing pursuant to the terms of this Agreement. If Seller fails to deliver title as herein provided, then Purchaser may:

- i. Accept whatever title Seller is able to convey with no abatement of the Purchase Price; or
- ii. Reject title and terminate this Agreement with no further liability to either Purchaser or Seller.

6.2 Purchaser may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and Seller elects to do so by paying same at or prior to the Closing Date; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and Seller elects to do so at or prior to Closing; or (iii) the title insurance company issuing the title insurance commitments affirmatively insures-over.

6.3 Seller's Closing Agent shall deliver, promptly after Closing, the title insurance policy issued on the binder.

6.5 As used above, "Permitted Encumbrances" are the following:

- i. All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.
- ii. Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its

agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Real Property or the operation of the Utility Systems.

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

7.1 Neither Party shall be prohibited by decree or law from consummating the transaction.

7.2 There shall not be pending on the Closing Date any legal action or proceeding that prohibits the acquisition or sale of the Purchased Assets or prohibits Purchaser or Seller from closing the transaction or Purchaser from paying the Purchase Price, or that inhibits or restricts in any material manner Purchaser's use, title, or enjoyment of the Purchased Assets.

7.3 Seller delivering copies of the resolutions evidencing its ratification and approval of this Agreement and the sale of the Purchased Assets.

7.4 As of the Closing Date, there shall have been no material adverse change in the applicable law, or in the condition or value of the Purchased Assets or the Utility System, except in the ordinary course of business.

7.5 All warranties and representations of the other party shall be true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.

7.6 No party may cause the failure of a condition precedent and then rely upon such failure to terminate this Agreement.

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

8.1 Within five (5) days after the execution of this Agreement, Seller shall either furnish to Purchaser, or provide Purchaser with ready access to the following, to the extent they are in the possession of Seller, its employees, representatives, or agents:

8.1.1 Copies of all plans and specifications showing the Utility System as now constructed (as-built), including any under construction, together with a detailed engineering map showing the water production, treatment and distribution system, the wastewater treatment plant collection lines, lift stations, effluent disposal facilities, and appurtenances as now constructed, and all other facilities constituting the Utility System.

8.1.2 Copies of all Certificates of Public Necessity and Convenience issued by the Florida Public Service Commission with respect to the Utility System, and any

correspondence within the last two years between Seller and the Commission with respect thereto.

8.1.3 Copies of the contracts and leases identified in Paragraph 2.2.8.

8.1.4 Depreciation and amortization schedules identifying substantially all equipment, computers, software, vehicles, tools, parts, laboratory equipment, office equipment, and all other personal property owned and used by Seller in connection with the operation of the Utility System.

8.1.5 A schedule and copies of documents reflecting the rates, fees, charges and tariffs of Seller.

8.1.6 A copy of all of permits, applications, or other documents, together with effective dates and expiration dates (if any), demonstrating approval of the facilities of the Utility System by all applicable governmental authorities, including, but not limited to: (a) the Florida Department of Environmental Protection, (b) the United States Environmental Protection Agency, (c) the PSC, and (d) the Water Management District.

8.1.7 A list of advance facility charges and accounts receivable by name and account number, setting forth the amount of each individual deposit or receivable and the their aggregate totals. The list referenced in this subparagraph shall be updated as of the date of Closing.

8.1.8 A copy of the annual reports filed by Seller with the PSC for the calendar years 2004, 2003 and 2002.

8.1.9 A copy of all warranties held by Seller with respect to completed, or in progress, construction work with respect to the Utility System, in addition to, a copy of all warranties relating to the Purchased Assets.

8.1.10 Balance Sheets and Income Statements of Seller as of December 31, 2004.

8.1.11 Copies of any and all effective insurance policies with respect to the Purchased Assets and Utility System.

8.1.12 If available, all surveys of the Real Property

8.1.13 Copies of the easements, licenses, prescriptive rights and rights-of-way owned and used by Seller for the construction, operation and maintenance of the Utility System, as identified in **Schedule "B."**

8.1.14 Copies of all environmental permits and applications related thereto for Seller's facilities.

8.2 During the period between the date of this Agreement and the Closing Date, Seller shall:

8.2.1 Operate and maintain the Utility System and Purchased Assets in a normal and usual manner, or in accordance with Seller's business plan, to ensure that the condition of the Utility System and the Purchased Assets shall not be materially diminished or depleted, normal wear and tear excepted;

8.2.2 Promptly notify Purchaser of any notification received by Seller from any person, business, or agency of any existing, or potential, Environmental Law violation;

8.2.3 Provide Purchaser, or its designated agent(s), with uninhibited access to the business premises, Utility System, Purchased Assets, Seller's books and records, employees, agents, or representatives, on reasonable advance notice and during business hours.

8.2.4 Promptly notify Purchaser of any event, activity or occurrence that has, or may have, a material adverse effect on Seller or this transaction.

8.3 During the period of time between the date of this Agreement and the Closing Date, Seller shall maintain its existing levels of insurance on the Purchased Assets and Utility System.

8.4 From the date of execution of this Agreement until Closing, Seller shall not, without the prior written consent of Purchaser, enter into any developer agreements other than in the ordinary course of business. Copies of any such developer agreements shall be promptly delivered to Purchaser.

8.5 Purchaser may cause to be performed, at his sole expense, a Phase I Environmental Survey (and a subsequent Phase II, if necessary) of each parcel of real property owned by Seller. If such Survey discloses the presence of any Hazardous Material, Seller shall have the right to perform such clean-up and remediation as is necessary thereunder. Upon Seller's failure to perform such clean-up and remediation, prior to the Closing Date, Purchaser may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing without abatement of the Purchase Price.

9.0 TERMINATION OF AGREEMENT.

9.1 This Agreement may be terminated (i) by mutual written consent of the parties, or (ii) as provided in paragraphs 9.2 and 9.3 below.

9.2 Purchaser may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following due to no fault of Purchaser:

9.2.1 The failure to satisfy, in any material respect, prior to Closing any of the condition(s) precedent to closing set forth in Section 7 if Seller has not cured such condition precedent within 30 days after notice from Purchaser.

9.2.2 Any material breach of this Agreement by Seller, including, but not limited to, a material breach of any representation or warranty, if Seller has not cured such breach within 30 days after notice from Purchaser; provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Purchaser.

9.2.3 Within sixty ⁹⁰~~(60)~~ days after the date of this Agreement (“**Inspection Period**”), Purchaser shall have the right to conduct such due diligence with respect to the Purchased Assets as Purchaser, in his sole discretion, deems appropriate, including, but not limited to, upon reasonable notice to Seller, entering upon the Real Property to inspect the purchased Assets, to familiarize himself with the day-to-day operations and to review the practices of Seller with respect to the terms and conditions of this Agreement, and to determine Seller’s compliance with any and all federal, state and local regulatory requirements. Purchaser may also, upon reasonable notice to Seller, review any and all records of Seller at the Real Property as he deems appropriate. At the conclusion of his due diligence, Purchaser shall return all assets, documents and other materials to the same location and condition as prior to Purchaser conducting his due diligence. Seller shall cooperate with Purchaser in all reasonable respects, at no cost or expense to Seller, as to Purchaser’s conduct of his due diligence. After conducting his due diligence, Purchaser shall have the right to terminate this Agreement, in his sole discretion, upon delivery of written notice to that effect to Seller prior to the expiration of the Inspection Period. Purchaser acknowledges and agrees that the Purchased Assets shall be accepted by Purchaser in “AS IS” condition on the Closing Date.

9.2.4 Any other basis for termination on behalf of Purchaser otherwise set forth in this Agreement.

9.3 Seller may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following due to no fault of Seller:

9.3.1 The failure to satisfy, in any material respect, prior to Closing any of the conditions precedent to closing set forth in Section 7 if Purchaser has not cured such condition precedent within 30 days after notice by Seller.

9.3.2 Any material breach of this Agreement by Purchaser, including, but not limited to, a material breach of any representation or warranty, if Purchaser has not cured such breach within 30 days after notice from Seller, provided, however, such breach must in

any event be cured prior to the Closing Date unless the date for cure has been extended by Seller.

9.3.3 The failure of the Purchaser to secure, if necessary, any governmental approvals, on or before Closing, or failure to close this transaction, through the fault of the Purchaser, on or before Closing.

9.3.4 Any other basis for termination on behalf of Seller otherwise set forth in this Agreement.

9.4 Upon the occurrence of any of the bases for termination of this Agreement, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other by delivering the same as provided in Section 14.2.

9.5 Upon the termination of this Agreement, the following shall occur:

9.5.1 Each party shall return all documents, including copies, in its possession, or in the possession of its agents and consultants to the other, as the case may be. Each party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information, unless required by law.

9.5.2 Except as otherwise set forth in this Agreement, each party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.

9.5.3 This Agreement shall forthwith become void and (except for the willful breach of this Agreement by any party hereto) there shall be no liability on the part of Purchaser or Seller, or their respective officers or directors, other than as provided for herein.

10.0 **CLOSING DATE AND CLOSING.**

10.1 This transaction shall be closed on or before October 31, 2005 ("Closing Date"), unless advanced or extended by mutual agreement of the parties or as otherwise extended by the terms of this Agreement, at a location mutually acceptable to both parties.

10.2 At Closing:

10.2.1 Purchaser shall pay the Purchase Price, subject to any adjustment as provided for herein.

10.2.2 Title to the Real Property shall be conveyed to the Purchaser by warranty deed free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Purchaser by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances.

10.2.3 Seller shall assign its right, title and interest in those easements, licenses, etc., identified in **Schedule "B."**

10.2.4 All documentary stamps, if required, on the deeds of conveyance of the Real Property included in the Purchased Assets shall be paid equally by the parties.

10.2.5 Real property and personal property taxes on the Purchased Assets and Utility System, and any other applicable taxes, shall be prorated as of the Closing Date and Seller shall be required to pay its pro rata share at Closing. All other taxes and assessments accrued or owed by Seller as of the date of Closing with respect to the Purchased Assets shall remain the obligation of Seller. All other taxes and assessments imposed or attempted to be imposed from and after the date of Closing with respect to the Purchased Assets shall be the obligation of Purchaser.

10.2.6 The gross revenues from water and wastewater services rendered, but not yet billed ("Unbilled Revenue") as of the Closing Date, shall be prorated, as of the Date of Closing. Seller shall be credited with all accounts receivable which are sixty (60) days or less, and Purchaser shall be credited with all prepayments made by customers. Seller shall pay all regulatory assessment fees to the PSC for revenues collected prior to Closing Date, and Purchaser shall pay such fees for revenues collected on and after Closing Date.

10.2.7 All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.

10.2.8 Each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing.

10.2.9 All bills for services, materials and supplies rendered in connection with the operation of the Utility System prior to Closing, including but not limited to electricity for a period up to and including the Closing Date, shall be paid by Seller.

10.2.10 Each party shall deliver to the other party a certificate stating that:

- (1) The party is not prohibited by decree or law from consummating the transaction contemplated hereby.
- (2) There is not pending on the Closing Date any legal action or proceeding that hinders the ability of either party to close the transaction.

- (3) All warranties and representations of such party contained in this Agreement are true and correct as of the Closing Date, except that representations regarding financial statements set forth in the PSC Annual Reports are as of the date of the PSC Annual Report.

10.2.11 Seller shall deliver to Purchaser, in a form reasonably acceptable to Purchaser, an opinion of Seller's counsel substantially to the effect that:

- (1) Seller is validly organized, existing and its status is active under the laws of the State of Florida.
- (2) This Agreement has been duly and validly executed and approved by Seller and is a valid and binding agreement upon Seller.
- (3) To Seller's counsel's actual knowledge, the execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to, Seller.

10.2.12 Purchaser shall deliver to Seller in a form acceptable to Seller, an opinion of Purchaser's counsel substantially to the effect that:

- (1) Purchaser is validly organized and existing as a political subdivision under the laws of the State of Florida.
- (2) This Agreement has been duly and validly executed and approved by Purchaser and is a valid and binding agreement upon Purchaser.
- (3) To Purchaser's counsel's actual knowledge, the execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, Purchaser.

11.0 INDEMNIFICATION.

11.1 Seller shall save and hold Purchaser and its directors, officers, employees, and agents (hereafter "Purchaser Indemnified Parties"), harmless from, and indemnify the Purchaser against, any and all third party losses or damages, claims, demands, deficiencies, liabilities, obligations, costs and/or expenses (including, but not limited to reasonable administrative, trial, and appellate attorney fees and costs incurred in connection with investigating, preparing to defend, or defending any action, suit or proceeding commenced, or threatened, or any claim whatsoever) suffered by any of the Purchaser Indemnified Parties, whether accrued, absolute, contingent or otherwise, and which result from:

11.1.1 Any material misrepresentation by Seller of a material fact contained in this Agreement, or a material breach of a representation, covenant, obligation or warranty, with

respect to which Purchaser notifies Seller in writing within the applicable survival period as set forth in paragraph d. below, specifying the breach in detail; or

11.1.2 Any material promise made by Seller that was not disclosed by Seller and that Seller or Purchaser is forced, by action of law or otherwise, to honor; or

11.1.3 The operation or activities of Seller with respect to the Purchased Assets or Utility System between the date of this Agreement and Closing Date for negligent and intentional acts of Seller with respect to the Purchased Assets or Utility System.

11.2 Purchaser shall save and hold Seller and its directors, officers, employees, and agents (hereafter "Seller Indemnified Parties"), harmless from, and indemnify the Seller against, any and all third party losses or damages, claims, demands, deficiencies, liabilities, obligations, costs and/or expenses (including, but not limited to reasonable administrative, trial, and appellate attorney fees and costs incurred in connection with investigating, preparing to defend, or defending any action, suit or proceeding commenced, or threatened, or any claim whatsoever) suffered by any of the Seller Indemnified Parties, whether accrued, absolute, contingent or otherwise, and which result from:

11.2.1 Any material misrepresentation by Purchaser of a material fact contained in this Agreement, or a material breach of a representation, covenant, obligation or warranty, with respect to which Seller notifies Purchaser in writing within the applicable survival period as set forth in Section 11.4 below, specifying the breach in detail; or

11.2.2 Any material promise made by Purchaser that was not disclosed by Purchaser and that Purchaser or Seller is forced, by action of law or otherwise, to honor; or

11.2.3 The operation or activities of Purchaser with respect to the Purchased Assets or Utility System on or after the Closing Date, or

11.2.4 Any default in the payment, or untimely payment on the Lease for the photocopier.

11.3 Notwithstanding the foregoing, and subject to (i) the Environmental Law Compliance representations in Section 4.7.2 and (ii) Seller's liability that may otherwise be imposed by law, Seller shall have no liability to Purchaser for (a) title to, and encumbrances upon, the Real Property; provided, however, that title to the Real Property is insured by a title company licensed to issue title commitments in the State of Florida, subject only to the Permitted Encumbrances; and (b) violation of Environmental Law, the presence of Hazardous Substances, and the existence of Releases.

11.4 The respective representations and warranties of the parties contained in this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of one year from the Closing Date, and thereafter shall terminate.

11.5 The amount for which an indemnified party shall receive indemnification hereunder shall be reduced by any insurance proceeds or other payments received by the indemnified party in respect of the indemnified matter.

11.6 Each party hereto shall give the indemnifying party prompt written notice of any claim, assertion, event or proceeding by or in respect of a third party of which it has knowledge concerning any liability or damage as to which it may request indemnification hereunder. The party providing indemnification shall have the right at all times to control the defense or settlement of any such claim or proceeding through counsel of its own choosing, and to settle any and all such claims made. If the indemnified party desires separate counsel, it shall be at that party's sole expense.

11.7 Any party claiming indemnification hereunder with respect to the falsity of any representations or warranties herein must give notice to the other party of its claim for indemnification within the time period herein for the survival of the applicable representation or warranty.

12.0 POST CLOSING COOPERATION.

12.1 Seller and Purchaser shall, after the Closing Date, upon reasonable request of the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties.

12.2 Each of the parties hereto shall provide the other with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to liability for taxes relating to the transactions contemplated by this Agreement. Subject to the provisions of paragraph e. below, each party shall retain and provide the other with any records or information that may be relevant to such return, audit or examination, proceedings or determination. Such assistance shall include making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder and shall include providing copies of any relevant tax returns and supporting work schedules. The party requesting assistance hereunder shall reimburse the other for reasonable out-of-pocket expenses incurred in providing such assistance and the hourly salary of any such persons, which salary shall be the direct salary divided by 40.

12.3 If, after the Closing Date, any of the parties hereto shall require the participation of the other or of officers and employees employed by the other to aid in the defense or prosecution of litigation or claims, and so long as there exists no conflict of interest between the parties, each party shall use its best efforts to be available or to make such officers and employees reasonably available to participate in such defense or prosecution, provided that the party requiring the participation of such officers or employees shall pay all reasonable out-of-pocket costs, charges and expenses arising from such participation.

12.4 Where there is a legitimate purpose not injurious to the other party and not related to prospective competition by such party with another party hereto, or if there is an audit by the IRS, other governmental inquiry, or litigation or prospective litigation to which Purchaser or Seller is or may become a party, making necessary any access to the records of or relating to Seller held by Purchaser or making necessary Purchaser's access to records of or relating to the operations of Seller held by any entity other than Seller, each of them shall allow representatives of the other party access to such records during regular business hours at such party's place of business for the sole purpose of obtaining information for use as aforesaid.

12.5 Any party at any time, upon not less than 90 days' prior written notice to the other party hereto, may dispose of the records in its possession relating to the Purchased Assets and the business related thereto, in accordance with its respective record retention policies and subject to applicable law; provided, however, that a party may, at its own cost and expense, retain, or make arrangements for the retention of, records in the possession of another party to which it would have a right of access under paragraph d, if it notifies, in writing, such party that it desires to retain such records.

13.0 **FLORIDA PUBLIC SERVICE COMMISSION MATTERS.**

13.1 This transfer is subject to and contingent upon the Florida Public Service Commission's ("FPSC") approval. However, pursuant to Section 367.071(1), Florida Statutes, the parties may close prior to obtaining FPSC approval. The Purchaser shall petition the Florida Public Service Commission for transfer of the Certificates previously issued to Seller. Seller shall file any reports, if required, and satisfy its outstanding Florida regulatory assessment fee obligations through the Closing Date. All costs and expenses relative to transfer the Florida Public Service Commission certificate shall be borne by Purchaser.

14.0 **MISCELLANEOUS PROVISIONS.**

14.1 This Agreement, the Schedules hereto, and the documents referred to herein, collectively embody the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

14.2 Any notice or other document required or allowed to be given pursuant to this Agreement and the Escrow Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by facsimile transmission with written confirmation. A single notice delivered to Seller shall be sufficient notice.

If to Seller such Notice shall be addressed to Seller at:

Lake Haven Utility Associates, Inc., d/b/a Lake Wales Utility Co.
Post Office Box 402279
Miami Beach, Florida 33140
ATTN: Mark Rubin, Esquire

with a copy to:

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
600 S. North Lake Boulevard, Suite 160
Altamonte Springs, FL 32701

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

Keith Burge
1662 NE Dixie Highway
Jensen Beach, Florida 34957

14.3 The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.

14.4 The drafting of this Agreement constitutes a joint effort of the parties, and in the interpretation hereof it shall be assumed that no party had any more input or influence than any other. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

14.5 This Agreement is solely for the benefit of the parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party hereto.

14.6 In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

14.7 In the event of any litigation that arises between the parties with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney fees at all trial and appellate levels, administrative and bankruptcy proceedings.

14.8 This Agreement may be amended or modified only if executed in writing and with the same formality as the original.

14.9 This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.

14.10 The parties acknowledge that Purchaser intends to assign this Agreement to a legal entity of which he will have controlling interest, and such assignment does not require Seller's approval. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. Notwithstanding any assignment by Purchaser, Purchaser shall remain liable under the indemnity provision of this Agreement.

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

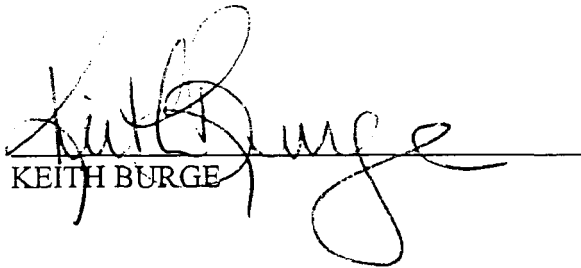
Seller:

Purchaser:

LAKE HAVEN UTILITY ASSOCIATES, LTD,
d/b/a LAKE WALES UTILITY CO., a Florida
limited partnership

BY: _____

Its: PARTNER

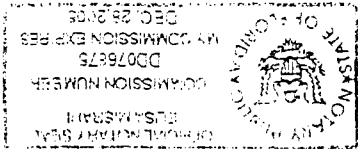


KEITH BURGE

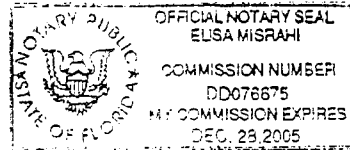
[NOTARY ATTESTATIONS ON PAGE 20]

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27th day of JULY, 2005, by MARK RUBIN, as PARTNER of, LAKE HAVEN UTILITY ASSOCIATES, LTD, d/b/a LAKE WALES UTILITY CO., a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

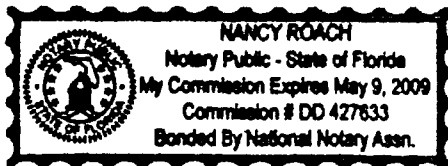


Elisa Misrahi
NOTARY PUBLIC
Printed Name: ELISA MISRAHI
My Commission Expires: 12/23/05



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 22nd day of JULY, 2005, by KEITH BURGE. He is personally known to me or has produced DR. LIC. as identification.



Nancy Roach
NOTARY PUBLIC
Printed Name: NANCY ROACH
My Commission Expires: _____

SCHEDULE "A"



(4) Beginning at a concrete monument set on the south line of a roadway 80 feet wide, said concrete monument being 3430.54 feet North and 2700.00 feet East of the southwest corner of Section 21, Township 30 South, Range 29 East and run South 880.54 feet; thence West 70.37 feet to a point on the northerly line of a roadway 60 feet wide; thence Northwesterly along said northerly line on a curve concave to the Southwest, having a radius of 335.00 feet, a central angle of 08°13'11" and a chord bearing N. 34°02'04" W., an arc distance of 47.07 feet; thence South 163.49 feet; thence East 60.00 feet; thence North 570.53 feet to a point on the south line of a roadway 80 feet wide; thence Northeastly along said south line on a curve concave to the Southwest, having a radius of 2040.00 feet, a central angle of 01°07'25" and a chord bearing N. 76°00'57" E., an arc distance of 41.22 feet to the point of beginning.

Containing 1.07 acres, more or less.

and,

POLK OR BK 04496 PG 1337



(5) Beginning at a concrete monument on the north line of a roadway 80 feet wide, said concrete monument being 3513.31 feet North and 2700.00 feet East of the southwest corner of Section 21, Township 30 South, Range 29 East and run North 1236.69 feet; thence West 100.00 feet; thence South 700.00 feet; thence East 60.00 feet; thence South 301.74 feet; thence West 230.00 feet; thence S. 33°01'26" W. 238.34 feet; thence South 400.00 feet to a point on the north line of a roadway 80 feet wide; thence Northeastly along said north line on a curve concave to the Northwest, having a radius of 1960.00 feet, a central angle of 11°32'03" and a chord bearing N. 80°45'46" E., an arc distance of 405.99 feet to the point of beginning.

Containing 6.09 acres, more or less.

and,

A right-of-way, 15 feet wide, through Section 21, Township 30 South, Range 29 East, Polk County, Florida, said right-of-way being 15 feet to the right (south) of and 10 feet to the left (north) of the centerline described as: Begin for the same at a point North 3455.17 feet, and East 2700.00 feet from the southwest corner of Section 21; thence Easterly along a curve concave to the North having a radius of 2035.00 feet, a central angle of 11°26'02" and a chord bearing and distance of North 69°41'01" East, 405.43 feet, an arc distance of 406.10 feet to the end of said curve; thence North 63°38'00" East, 398.00 feet; thence North 86°28'00" East, 78.39 feet; thence North 65°58'00" East, 117.39 feet; thence Easterly along a curve concave to the North, having a radius of 863.20 feet, a central angle of 07°44'00" and a chord bearing and distance of North 60°06'00" East, 116.66 feet, an arc distance of 116.73 feet to the end of said curve; thence North 36°14'00" East, 146.47 feet; thence North 78°44'00" East, 20.00 feet; thence South 39°12'00" East, 1293 feet more or less to the east line of said Section 21.

and,



(3) Begin at the northeast corner of Section 22 and run thence along the north line of said Section 22 North 89°32'34" West, 453.79 feet; thence South 45°49'30" West, 944.89 feet; thence North 44°10'30" West, 123.28 feet; thence North 00°49'30" East, 102.84 feet; thence North 45°49'30" East, 700.22 feet; thence South 44°10'30" East, 100.00 feet; thence North 45°49'30" East, 213.01 feet; thence South 89°32'34" East, 494.89 feet, more or less, to the east line of Section 15; thence South along the east line of said Section 15, 100.00 feet, more or less, to the point of beginning.

Containing 5.02 acres, more or less.

and,

A. HALL, CLERK
 CERTIFICATION ON LAST PAGE
 E. D. "BUCK" DAKON, CLERK

1606 141564

(7a) A right-of-way 15 feet wide through Section 22, Township 30 South, Range 29 East, Polk County, Florida, said right-of-way being 5.00 feet to the left (south) of and 10.00 feet to the right (north) of the centerline described as: Begin for the same at a point located 1,215.26 feet west of the northeast corner of Section 22, measured along the north line of Section 22, and 528.95 feet south of said north line of Section 22, measured along a line perpendicular to said north line of Section 22, said point of beginning being also South 66°56'43" West, 1325.38 feet from said northeast corner of Section 22; thence North 89°32'00" West, 450.16 feet; thence South 43°28'00" West, 1021.84 feet; thence North 89°32'00" West, parallel to so 1,250.00 feet south of the north line of Section 22, a distance of 2,895 feet more or less to the west line of Section 22.

(7b) A right-of-way 15 feet wide through Section 22, Township 30 South, Range 29 East, Polk County, Florida, said right-of-way being 7.50 feet on either side of the centerline hereinafter described; begin at a point on the North 89°32'00" West, 2,895 feet line described above, 254.00 feet from the beginning thereof; thence South 00°28'00" West, 642.00 feet; thence South 46°53'00" West, 125 feet, more or less.

All contained in Township 30 South, Range 29 East, Polk County, Florida, together with all pipe, pipelines, pumps, pumping stations, wells, tanks, sewer disposal plant, water treatment facility and any and all personal property and improvements now owned, operated or used in connection with or located upon the real property conveyed hereby.

POLK OR BK 04496 PG 1338

DE FLORIDA COUNTY OF POLK
 THIS IS TO CERTIFY THAT THE FOREGOING IS A
 CORRECT COPY OF THE ORIGINAL COPY OF
 THIS DEED. Witness my hand and
 seal this 12 day of October 1988
 JERRY STON, CLERK, POLK COUNTY, FLA. D.C.

SCHEDULE "B"

All public utility easements recorded in the Public Records of Polk County, Florida.

SCHEDULE "C"

1. A. 0.450 MGD Type II contact stabilization domestic wastewater treatment plant as more fully described in Department of Environmental Protection Permit Number FLA 110434-002-DW2P.

2. A 0.240 MGD water treatment plant with aeration and chlorination.

SCHEDULE "D"

1. Florida Public Service Commission Certificate Nos. 508-S and 590-W.
2. Florida Department of Environmental Protection wastewater facilities permit number FLA 110434-002-DW2P.
3. South Florida Water Management District Water Use Permit No. 53-00030-W.

SCHEDULE "E"

Partial list

Assets:

- SCAG TURF TIGER } 3350.⁵³ still owed to
- BUSH HOG } John Deere Credit
- JOHN DEERE 4500 TRACTOR
- JOHN DEERE 1070 TRACTOR WITH BACK-HOE AND
LOADER
- JOHN DEERE GATOR (2)
- JOHN DEERE SICKLE-BAR MOWER
- JOHN DEERE BOX BLADE

Air compressors (2)

Welder

Generator - Portable ~~7550~~ watt

Chain Saws (4)

Power Pruners (2)

Pressure Washers (2)

Hedge Trimmers (2)

448 LAKEHAVEN UTILITY ASSOCIATES, LTD.

03/12/2005 1:46 PM

59-1682583

Form 4562 Worksheet

Page 1

FYE: 12/31/2004

All Business Activities

Part II - Special Depreciation Allowance and Other Depreciation

Asset	Property Description	Tax Method	Tax Basis After 179	Tax Sec 168(k) Amt
<u>Special Depreciation Allowance</u>				
63	Office Equip-WalMart	MACRS	200.94	100.47
			<u>200.94</u>	<u>100.47</u>

Asset	(a) Property Description	(b) Date In Service	(c) Tax Basis	(d) Prior Depreciation	(e) Tax Method	(f) Tax Period	(g) Tax Depr Deduction
<u>ACRS and/or Other Depreciation</u>							
1	Sledge Bed	5/14/90	20,135.00	17,952.97	S/L	15.0	1,342.33
2	Wells	12/17/90	85,945.00	80,187.03	S/L	15.0	5,729.67
21	Spray Field Complete	7/01/93	83,882.00	58,717.17	S/L	15.0	5,592.13
22	Spray Field Modification	7/01/94	18,592.00	11,775.23	S/L	15.0	1,239.47
62	Original Plant-Sewer Services	1/01/72	27,809.01	27,744.86	S/L	15.0	0.01
			<u>236,363.01</u>				<u>13,903.61</u>

Part III - MACRS Depreciation

Asset	(a) Property Description	(b) Date In Service	(c) Tax Depr Basis	(d) Tax Period	(e) Tax Convention	(f) Tax Method	(g) Tax Depr Deduction
<u>Depreciation of MACRS Property Placed in Service In Prior Years</u>							
8	Silencer for Sewer Plant	9/30/95	315.00	20.0	Half year	150DB	14.05
20	Spray Field in Process	7/01/92	16,657.00	15.0	Half year	S/L	1,110.47
24	Discharge Hose for Pumps	3/01/95	167.07	20.0	Half year	150DB	7.45
25	Waste/Water Test Equipment	3/01/95	322.70	20.0	Half year	150DB	14.40
33	Reuse T & D	6/30/00	29,901.00	25.0	Mid-mth	S/L	598.02
34	Meters - '00	6/30/00	1,404.00	25.0	Mid-mth	S/L	28.08
37	Meters	6/30/01	2,476.00	7.0	Half year	200DB	309.37
38	Tools shop and Garage	6/30/01	1,322.00	7.0	Half year	200DB	165.18
39	Lab Equipment	6/30/01	875.00	7.0	Half year	200DB	109.33
40	Miscellaneous Equipment	6/30/01	106.00	7.0	Half year	200DB	13.25
41	Miscellaneous Equipment	6/30/01	2,646.00	7.0	Half year	200DB	330.61
42	Misc Equipment	6/30/01	648.00	7.0	Half year	200DB	80.97
44	Tools,shop,&g.equip.	10/31/02	207.90	7.0	Mid-qr	200DB	40.91
45	Mower	5/27/03	5,984.20	7.0	Half year	200DB	1,465.52
48	Misc Equipment	6/30/01	25.00	7.0	Half year	200DB	3.12
			<u>63,056.87</u>				<u>4,290.73</u>
<u>5 Year Property</u>							
63	Office Equip-WalMart	6/30/04	100.47	5.0	Half year	200DB	20.09
			<u>100.47</u>				<u>20.09</u>

Utility Tax Depreciation

P. 5/1
 No. 5500
 132535M
 813 BID
 2000 12:14PM
 SEP-13-2005 00:09

Asset	Property Description	Tax Method	Tax Period	Date In Service	Custom	Tax Cost	CIAC Basis Adjustment	Tax Adj. Basis	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr
Division:											
Group: 303/353 LAND/LAND RIGHTS											
27	Land	Land	0.0	1/01/72		48,720.00	0.00	48,720.00	0.00	0.00	0.00
						<u>48,720.00</u>	<u>0.00</u>	<u>48,720.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
303/353 LAND/LAND RIGHTS											
						<u>48,720.00</u>	<u>0.00</u>	<u>48,720.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Group: 304/354 STRUCT/IMPROVEMEN											
14	Alarm-Loss of Vacuum	200DB	7.0	12/12/96		1,349.38	0.00	1,349.38	1,349.38	0.00	1,349.38
23	Structures	Amort	3.0	1/01/93		3,216.93	0.00	3,216.93	3,216.93	0.00	3,216.93
49	Original Plant-Structure	S/L	15.0	1/01/72		41,346.01	95.37	41,250.64	41,250.64	0.00	41,250.64
						<u>45,912.32</u>	<u>95.37</u>	<u>45,816.95</u>	<u>45,816.95</u>	<u>0.00</u>	<u>45,816.95</u>
304/354 STRUCT/IMPROVEMEN											
						<u>45,912.32</u>	<u>95.37</u>	<u>45,816.95</u>	<u>45,816.95</u>	<u>0.00</u>	<u>45,816.95</u>
Group: 307.2 WELLS/SPRINGS											
2	Wells	S/L	15.0	12/17/90		85,945.00	0.00	85,945.00	80,187.03	5,729.67	85,916.70
50	Original Plant-Wells	S/L	15.0	1/01/72		34,780.01	80.22	34,699.79	34,699.79	0.00	34,699.79
						<u>120,725.01</u>	<u>80.22</u>	<u>120,644.79</u>	<u>114,886.82</u>	<u>5,729.67</u>	<u>120,616.49</u>
307.2 WELLS/SPRINGS											
						<u>120,725.01</u>	<u>80.22</u>	<u>120,644.79</u>	<u>114,886.82</u>	<u>5,729.67</u>	<u>120,616.49</u>
Group: 311/371 Pumping Equip											
51	Original Plant-Water Pumping	S/L	15.0	1/01/72		31,883.01	73.54	31,809.47	31,809.47	0.00	31,809.47
						<u>31,883.01</u>	<u>73.54</u>	<u>31,809.47</u>	<u>31,809.47</u>	<u>0.00</u>	<u>31,809.47</u>
311/371 Pumping Equip											
						<u>31,883.01</u>	<u>73.54</u>	<u>31,809.47</u>	<u>31,809.47</u>	<u>0.00</u>	<u>31,809.47</u>
Group: 320 Water Treatment Equip											
52	Original Plant-Water Treatment	S/L	15.0	1/01/72		4,096.00	9.45	4,086.55	4,086.55	0.00	4,086.55
						<u>4,096.00</u>	<u>9.45</u>	<u>4,086.55</u>	<u>4,086.55</u>	<u>0.00</u>	<u>4,086.55</u>
320 Water Treatment Equip											
						<u>4,096.00</u>	<u>9.45</u>	<u>4,086.55</u>	<u>4,086.55</u>	<u>0.00</u>	<u>4,086.55</u>
Group: 330-Dist Reservoirs/Stdtp											
53	Original Plant-Dist Reservoirs	S/L	15.0	1/01/72		90,577.03	208.93	90,368.10	90,368.10	0.00	90,368.10
						<u>90,577.03</u>	<u>208.93</u>	<u>90,368.10</u>	<u>90,368.10</u>	<u>0.00</u>	<u>90,368.10</u>
330-Dist Reservoirs/Stdtp											
						<u>90,577.03</u>	<u>208.93</u>	<u>90,368.10</u>	<u>90,368.10</u>	<u>0.00</u>	<u>90,368.10</u>
Group: 331 Trans/Dist Mains											
54	Original Plant-Water T&D Mains	S/L	15.0	1/01/72		147,138.04	339.39	146,798.65	146,798.65	0.00	146,798.65
						<u>147,138.04</u>	<u>339.39</u>	<u>146,798.65</u>	<u>146,798.65</u>	<u>0.00</u>	<u>146,798.65</u>
331 Trans/Dist Mains											
						<u>147,138.04</u>	<u>339.39</u>	<u>146,798.65</u>	<u>146,798.65</u>	<u>0.00</u>	<u>146,798.65</u>
Group: 334 METERS/INSTALLS											
34	Meters - 00	S/L	25.0	6/30/00		1,404.00	0.00	1,404.00	99.45	28.08	127.53
37	Meters	200DB	7.0	6/30/01		2,476.00	0.00	2,476.00	1,393.20	309.37	1,702.57
55	Original Plant-Water Meters	S/L	15.0	1/01/72		2,674.00	6.17	2,667.83	2,667.83	0.00	2,667.83
						<u>6,554.00</u>	<u>6.17</u>	<u>6,547.83</u>	<u>4,160.48</u>	<u>337.45</u>	<u>4,497.93</u>
334 METERS/INSTALLS											
						<u>6,554.00</u>	<u>6.17</u>	<u>6,547.83</u>	<u>4,160.48</u>	<u>337.45</u>	<u>4,497.93</u>
Group: 335 Hydrants											
56	Original Plant-Water Fire Hydrants	S/L	15.0	1/01/72		8,026.00	18.51	8,007.49	8,007.49	0.00	8,007.49
						<u>8,026.00</u>	<u>18.51</u>	<u>8,007.49</u>	<u>8,007.49</u>	<u>0.00</u>	<u>8,007.49</u>
335 Hydrants											
						<u>8,026.00</u>	<u>18.51</u>	<u>8,007.49</u>	<u>8,007.49</u>	<u>0.00</u>	<u>8,007.49</u>
Group: 340/390 OFFICE FURN/EQUIP											
28	Software	S/L	3.0	4/03/97		600.00	0.00	600.00	600.00	0.00	600.00
29	PC Computer	200DB	5.0	1/31/97		1,337.78	0.00	1,337.78	1,337.78	0.00	1,337.78
30	Office Furn. & equip.	Memo	0.0	6/30/99		2,283.00	0.00	2,283.00	2,283.00	0.00	2,283.00
31	Office Firm. & Equip.	Memo	0.0	6/30/99		205.00	0.00	205.00	205.00	0.00	205.00
57	Original Plant-Office furn/Equip	S/L	15.0	1/01/72		8,302.00	19.15	8,282.85	8,282.85	0.00	8,282.85

P. 05
 98%
 SEP-13-2005 00:09

Utility Tax Depreciation

P. 07 /
 NO. 3000
 MW\6751 Q10 518
 MPM 1:21 QM07
 SEP. 13. 2005 00:10

P. 06
98%

Asset	Property Description	Tax Method	Tax Period	Date In Service	Custom	Tax Cost	CIAC Basis Adjustment	Tax Adj. Basis	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr
Division: Group: 340/390 OFFICE FURN/EQUIP (continued)											
63	Office Equip-WalMart	200DB	5.0	6/30/04		200.94	0.00	200.94	0.00	120.56	120.56
340/390 OFFICE FURN/EQUIP						12,928.72	19.15	12,909.57	12,708.63	120.56	12,829.19
Group: 343/393 TOOLS/SHOP/GARAGE											
38	Tools shop and Garage	200DB	7.0	6/30/01		1,322.00	0.00	1,322.00	743.86	165.18	909.04
44	Tools,shop,&g.equip.	200DB	7.0	10/31/02		297.00	0.00	297.00	153.81	40.91	194.72
343/393 TOOLS/SHOP/GARAGE						1,619.00	0.00	1,619.00	897.67	206.09	1,103.76
Group: 344/394 LAB EQUIP											
25	Waste/Water Test Equipment	150DB	20.0	3/01/95		322.70	0.00	322.70	157.13	14.40	171.53
39	Lab Equipment	200DR	7.0	6/30/01		875.00	0.00	875.00	492.35	109.33	601.68
58	Original Plant-Lab Equip	S/L	15.0	1/01/72		627.00	1.45	625.55	625.55	0.00	625.55
344/394 LAB EQUIP						1,824.70	1.45	1,823.25	1,275.03	123.73	1,398.76
Group: 345/395 POWER OPERATED EQ											
4	Industrial Hedger	200DB	7.0	6/01/95		408.05	0.00	408.05	408.05	0.00	408.05
5	Industrial Weedcenter	200DB	7.0	6/01/95		411.23	0.00	411.23	411.23	0.00	411.23
6	Pruning Saw	200DB	7.0	6/01/95		741.95	0.00	741.95	741.95	0.00	741.95
7	Chain Saw	200DB	7.0	7/01/95		380.54	0.00	380.54	380.54	0.00	380.54
9	Sickle Bar Mower	200DB	7.0	10/01/95		636.00	0.00	636.00	636.00	0.00	636.00
10	Industrial Hedger	200DB	7.0	10/01/95		380.54	0.00	380.54	380.54	0.00	380.54
11	Commercial Blower	200DB	7.0	11/01/95		422.94	0.00	422.94	422.94	0.00	422.94
13	Water Pump/frailer	200DB	7.0	7/11/96		1,779.74	0.00	1,779.74	1,779.74	0.00	1,779.74
15	JD 1070 Tractor	200DB	7.0	2/01/96		18,337.36	0.00	18,337.36	18,337.36	0.00	18,337.36
16	JD 440 Loader	200DB	7.0	2/01/96		3,191.91	0.00	3,191.91	3,191.91	0.00	3,191.91
17	JD 8A Backhoc	200DB	7.0	2/01/96		5,988.59	0.00	5,988.59	5,988.59	0.00	5,988.59
18	JD 613 Rotary Cutter	200DB	7.0	2/01/96		1,359.68	0.00	1,359.68	1,359.68	0.00	1,359.68
19	SCAG SSZ Rider	200DB	7.0	2/01/96		7,625.34	0.00	7,625.34	7,625.34	0.00	7,625.34
26	2 Ton Chain Hoist	200DB	7.0	3/01/95		531.51	0.00	531.51	531.51	0.00	531.51
32	Power Operated Equipment	Memo	0.0	6/30/98		26,325.00	0.00	26,325.00	26,325.00	0.00	26,325.00
45	Mower	200DB	7.0	5/27/03		11,968.40	0.00	11,968.40	6,839.09	1,465.52	8,304.61
59	Original Plant-Power Operated Equ	S/L	15.0	1/01/72		1,852.00	4.27	1,847.73	1,847.73	0.00	1,847.73
345/395 POWER OPERATED EQ						82,340.78	4.27	82,336.51	77,207.20	1,465.52	78,672.72
Group: 347/397 MISC EQUIP											
40	Miscellaneous Equipment	200DB	7.0	6/30/01		106.00	0.00	106.00	59.64	13.25	72.89
41	Miscellaneous Equipment	200DB	7.0	6/30/01		2,646.00	0.00	2,646.00	1,488.86	330.61	1,819.47
42	Misc Equipment	200DB	7.0	6/30/01		648.00	0.00	648.00	364.62	80.97	445.59
347/397 MISC EQUIP						3,400.00	0.00	3,400.00	1,913.12	424.83	2,337.95
Group: 360 Force Mains											
60	Original Plant-Sewer Force Mains	S/L	15.0	1/01/72		58,987.02	136.06	58,850.96	58,850.96	0.00	58,850.96
360 Force Mains						58,987.02	136.06	58,850.96	58,850.96	0.00	58,850.96
Group: 361 Gravity Mains											
61	Original Plant-Sewer Gravity Mains	S/L	15.0	1/01/72		86,499.03	199.52	86,299.51	86,299.51	0.00	86,299.51
361 Gravity Mains						86,499.03	199.52	86,299.51	86,299.51	0.00	86,299.51

Utility Tax Depreciation

Asset	Property Description	Tax Method	Tax Period	Date In Service	Custom	Tax Cost	CIAC Basis Adjustment	Tax Adj. Basis	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr
Division: (continued)											
Group: 363 Sewer Services											
62	Original Plant-Sewer Services	S/L	15.0	1/01/72		27,809.01	64.14	27,744.87	27,744.86	0.01	27,744.87
363 Sewer Services						<u>27,809.01</u>	<u>64.14</u>	<u>27,744.87</u>	<u>27,744.86</u>	<u>0.01</u>	<u>27,744.87</u>
Group: 380.4 TREAT/DISP EQUIP											
1	Sledge Bed	S/L	15.0	5/14/90		20,135.00	0.00	20,135.00	17,952.97	1,342.33	19,295.30
3	Original Plant-Treat/Disposal Equip	S/L	15.0	1/01/72		268,720.08	619.83	268,100.25	268,100.26	0.00	268,100.26
8	Silencer for Sewer Plant	150DB	20.0	9/30/95		315.00	0.00	315.00	153.38	14.05	167.43
24	Discharge Hose for Pumps	150DB	20.0	3/01/95		167.07	0.00	167.07	81.35	7.45	88.80
48	Misc Equipment	200DB	7.0	6/30/01		25.00	0.00	25.00	14.07	3.12	17.19
380.4 TREAT/DISP EQUIP						<u>289,362.15</u>	<u>619.83</u>	<u>288,742.32</u>	<u>286,302.03</u>	<u>1,366.95</u>	<u>287,668.98</u>
Group: 380.5 REUSE TREAT/DISP											
20	Spray Field in Process	S/L	15.0	7/01/92		16,657.00	0.00	16,657.00	12,214.23	1,110.47	13,324.70
21	Spray Field Complete	S/L	15.0	7/01/93		83,882.00	0.00	83,882.00	58,717.17	5,592.13	64,309.30
22	Spray Field Modification	S/L	15.0	7/01/94		18,592.00	0.00	18,592.00	11,775.23	1,239.47	13,014.70
380.5 REUSE TREAT/DISP						<u>119,131.00</u>	<u>0.00</u>	<u>119,131.00</u>	<u>82,706.63</u>	<u>7,942.07</u>	<u>90,648.70</u>
Group: 382 REUSE TRANS/DISTRIB											
33	Reuse T & D	S/L	25.0	6/30/00		29,901.00	0.00	29,901.00	2,117.99	598.02	2,716.01
382 REUSE TRANS/DISTRIB						<u>29,901.00</u>	<u>0.00</u>	<u>29,901.00</u>	<u>2,117.99</u>	<u>598.02</u>	<u>2,716.01</u>
Group: CIAC - Cap. S											
36	CIAC Cap. S '00	Memo	15.0	6/30/00		-3,517.00	0.00	-3,517.00	0.00	0.00	0.00
47	CIAC Cap. S '00	Memo	15.0	6/30/03		-6,176.55	0.00	-6,176.55	0.00	0.00	0.00
CIAC - Cap. S						<u>-9,693.55</u>	<u>0.00</u>	<u>-9,693.55</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Group: CIAC - Cap. W											
35	Cap Charge '00	Memo	25.0	6/30/00		-2,066.00	0.00	-2,066.00	0.00	0.00	0.00
46	Cap Charge '00	Memo	25.0	6/30/03		-3,627.11	0.00	-3,627.11	0.00	0.00	0.00
CIAC - Cap. W						<u>-5,693.11</u>	<u>0.00</u>	<u>-5,693.11</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
No Division						<u>1,202,047.16</u>	<u>1,876.00</u>	<u>1,200,171.16</u>	<u>1,083,958.14</u>	<u>18,314.90</u>	<u>1,102,273.04</u>
Grand Total						<u>1,202,047.16</u>	<u>1,876.00</u>	<u>1,200,171.16</u>	<u>1,083,958.14</u>	<u>18,314.90</u>	<u>1,102,273.04</u>

0 *

1,202,047.16 +
 5,693.11 +
 9,693.55 +

003

1,217,433.82 *

EXHIBIT "B"

Warranty Deed

THIS DOCUMENT PREPARED BY:
Martin S. Friedman, Esquire
ROSE, SUNDSTROM & BENTLEY, LLP
2180 W. State Road 434, Suite 2118
Longwood, FL 32779

213029-000000-013020
223029-000000-011030
153029-000000-022020
Parcel ID Number(s)

General Warranty Deed

This Indenture, made this 31st day of October, 2005, by LAKE HAVEN UTILITY ASSOCIATES, LTD., a Florida limited partnership d/b/a LAKE WALES UTILITY COMPANY, whose address is P.O. Box 402279, Miami Beach, FL 33140 (hereinafter "Grantor"), to GOLD COAST UTILITY CORP., a Florida corporation, whose address is 2340 N.E. Dixie Highway, Jensen Beach, FL 34957 (hereinafter "Grantee").

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

Witnesseth, said Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Polk County, Florida, viz:

SEE, LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And said Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2004.

In Witness Whereof, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Joe Gonzalez
Print Name: JOE GONZALEZ
Rose Sundstrom Bentley
Print Name: LAURA KILLINGSWORTH

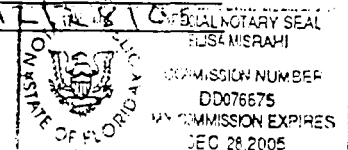
LAKE HAVEN UTILITY ASSOCIATES, LTD.
d/b/a LAKE WALES UTILITY COMPANY

Mark Rubin
BY: MARK RUBIN
Its: General Partner

State of Florida
County of MIAMI DADE

The foregoing instrument was acknowledged before me this 31st day of October, 2005, by MARK RUBIN, as General Partner of LAKE HAVEN UTILITY ASSOCIATES, LTD., d/b/a LAKE WALES UTILITY COMPANY, on behalf of the partnership, who is personally known to me or who has produced personally known to me as identification.

Eliya Mishrahi
Notary Public - State of Florida at Large
Printed Name: Eliya Mishrahi
My Commission Expires: 12/28/2005



First American Title Insurance Company

EXHIBIT A

Beginning at a concrete monument set on the South line of a roadway 80.00 feet wide, said concrete monument being 3430.54 feet North and 2700.00 feet East of the Southwest corner of Section 21, Township 30 South, Range 29 East, and run South 880.54 feet; thence West 70.39 feet to a point on the Northerly line of a roadway 60 feet wide; thence Northwesterly along said Northerly line on a curve concave to the Southwest, having a radius of 315.00 feet, a central angle of $08^{\circ}33'31''$ and a chord bearing North $39^{\circ}02'04''$ West, an arc distance of 47.05 feet; thence North 163.49 feet; thence East 60.00 feet; thence North 670.58 feet to a point on the South line of a roadway 80 feet wide; thence Northeasterly along said South line on a curve concave to the Northwest, having radius of 2040.00 feet, a central angle of $01^{\circ}09'28''$ and chord bearing North $76^{\circ}00'57''$ East, an arc of 41.22 feet to the POINT OF BEGINNING;

AND:

Beginning at a concrete monument on the North line of a roadway 80.00 feet wide, said concrete monument being 3513.31 feet North and 2700.00 feet East of the Southwest corner of Section 21, Township 30 South, Range 29 East, and run North 1236.69 feet; thence West 100.00 feet; thence South 200.00 feet; thence East 60.00 feet; thence South 501.74 feet; thence West 230.00 feet; thence South $33^{\circ}01'26''$ West 238.54 feet; thence South 400.00 feet to a point on the North line of a roadway 80 feet wide; thence Northeasterly along said North line on a curve concave to the Northwest, having a radius of 1960.00 feet, a central angle of $11^{\circ}52'05''$ and a chord bearing North $80^{\circ}45'46''$ East, and arc distance of 405.99 feet to the POINT OF BEGINNING.

AND:

A Right-of-Way 15 feet wide, through Section 21, Township 30 South, Range 29 East, Polk County, Florida, said Right-of-Way being 5 feet to the right (South) of and 10 feet to the left (North) of the centerline described as: Begin for the same at a point North 3455.17 feet, and East 2700.00 feet from the Southwest corner of Section 21, thence Easterly along a curve concave to the North having a radius of 2035.00 feet, a central angle of $11^{\circ}26'02''$ and a chord bearing and distance of North $69^{\circ}41'01''$ East 405.43 feet, an arc distance of 406.10 feet to the end of said curve, thence North $63^{\circ}58'00''$ East, 598.00 feet; thence North $86^{\circ}28'00''$ East 78.39 feet; thence North $63^{\circ}58'00''$ East 117.59 feet; thence Easterly along a curve concave to the North having a radius of 865.00 feet, a central angle of $07^{\circ}44'00''$ and a chord bearing and distance of North $60^{\circ}06'00''$ East 116.66 feet, and arc distance of 116.75 feet to the end of said curve, thence North $56^{\circ}14'00''$ East 146.67 feet, thence North $78^{\circ}44'00''$ East 20.00 feet; thence South $89^{\circ}32'00''$ East 1293.00 feet more or less to the East line of said Section 21;

AND:

Part of Sections 15 and 22, Township 30 South, Range 29 East, described as:

Begin at the Northeast corner of Section 22 and run thence along the North line of said Section 22 North $89^{\circ}32'34''$ West, 453.79 feet; thence South $45^{\circ}49'30''$ West 944.89 feet; thence North $44^{\circ}10'30''$ West 127.28 feet; thence North $00^{\circ}49'30''$ East 102.84 feet; thence North $45^{\circ}49'30''$ East 700.22 feet; thence South $44^{\circ}10'30''$ East 100.00 feet; thence South $45^{\circ}49'30''$ East 213.01 feet; thence South $89^{\circ}32'34''$ East 494.89 feet, more or less, to the East line of Section 15; thence South along the East line of said Section

First American Title Insurance Company

15, 100.00 feet, more or less, to the POINT OF BEGINNING.

AND:

A Right-of-Way 15.00 feet wide through Section 22, Township 30 South, Range 29 East Polk County, Florida, said Right-of-Way being 5.00 feet to the left (South) of and 10.00 feet to the right (North) of the centerline described as: Begin for the same at a point located 1,215.26 feet West of the Northeast corner of Section 22, measured along the North line of Section 22, and 528.95 feet South of said North line of Section 22, measured along a line perpendicular to said North line of Section 22, said POINT OF BEGINNING also South $66^{\circ}56'43''$ West 1325.38 feet from said Northeast corner of Section 22; thence North $89^{\circ}32'00''$ West 450.16 feet; thence South $45^{\circ}28'00''$ West 1021.84 feet; thence North $89^{\circ}32'00''$ West, parallel to and 1,250.00 feet South of the North line Section 22, a distance of 2,899.00 feet more or less to the West line Section 22.

AND:

A Right-of-Way 15 feet wide through Section 22, Township 30 South, Range 39 East, Polk County, Florida, said Right-of-Way being 7.50 feet on either side of the centerline hereinafter described: Begin at a point on the North $89^{\circ}32'00''$ West 2,899 foot line described above, 254.00 feet from the beginning thereof; thence South $00^{\circ}28'00''$ West 642.00 feet; thence South $46^{\circ}53'00''$ West 125 feet more or less.

EXHIBIT "C"

Water and Wastewater Tariffs

WATER TARIFF

GOLD COAST UTILITY CORP.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

GOLD COAST UTILITY CORP.
WATER TARIFF

ORIGINAL SHEET NO. 1.0

WATER TARIFF

GOLD COAST UTILITY CORP.
2340 N.E. Dixie Highway
Jensen Beach, FL 34957

(941) 696-1128

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

WATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0 - 6.1
Service Availability Policy	23.0
Standard Forms	18.0
Technical Terms and Abbreviations	5.0 - 5.1
Territory Authority	3.0

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

ORIGINAL SHEET NO. 3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 590-W

COUNTY - Polk

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All lands lying within the following perimeter boundary lines:

All of that portion of Section 16, Township 30S, Range 29E, lying South of State Road 60 (formerly called New State Road 79);

All of Section 21, Township 30S, Range 29E;

That portion of Section 9, Township 30S, Range 29E, lying South of State Road 60 (formerly called New State Road 79) and West of Walk In the Water Creek (also known as Weohyakapka Creek);

That portion of Section 15, Township 30S, Range 29E, lying South of State Road 60 (formerly called New State Road 79) and West of Walk In the Water Creek (also known as Weohyakapka Creek);

All of that portion of Section 22, Township 30S, Range 29E, lying West of Walk In the Water Creek (also known as Weohyakapka Creek);

All of that portion of Section 27, Township 30S, Range 29E, lying West of Walk In the Water Creek (also known as Weohyakapka Creek).

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Rate Development Name</u>	<u>Schedule(s) Available</u>	<u>Sheet No.</u>
Polk	Nalcrest Apartments		
Polk	Island Oak Apartments		
Polk	Village Green Apartments		
Polk	Walden Shores		
Polk	Granada Condos		

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is Gold Coast Utility Corp.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills	7.0	8.0
Extensions	7.0	6.0
Filing of Contracts	10.0	25.0
General Information	7.0	1.0
Inspection of Customer's Installation	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements	10.0	24.0
Meters	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0

(Continued to Sheet No. 6.1)

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Policy Dispute	7.0	2.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Water	10.0	19.0

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

(Continued from Sheet No. 8.0)

- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
General Service, GS	12.0
Miscellaneous Service Charges	16.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

GENERAL SERVICE
RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 18.46
1"	\$ 46.15
1 1/2"	\$ 92.28
2"	\$ 147.64
3"	\$ 295.20
Charge per 1,000 gallons:	\$ 1.03

- MINIMUM CHARGE - Base Facility Charge. Rates are applicable twelve months per year, whether or not service is taken.
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facilities Charge</u>
All Customers	\$ 7.19
Gallonage charges for excess over 5,000 gallons	\$ 1.03

- MINIMUM CHARGE - Base Facility Charge. Rates are applicable twelve months per year, whether or not service is taken.
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of _____ each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING -

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
Inspection Fee	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__ foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$ 65.00	
1"	\$ Actual Cost	
1 1/2"	\$ Actual Cost	
2"	\$ Actual Cost	
Over 2"	\$ ¹ Actual Cost	
Plan Review Charge	\$ ¹ Actual Cost	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	

¹Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	21.0
APPLICATION FOR WATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

Sample Application Form

Name _____ Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water ___ Wastewater ___ Both ___

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within ___ days prior to the date the Customer desires to terminate service.

Signature

Date

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

ORIGINAL SHEET NO. 21.0

APPLICATION FOR METER INSTALLATION

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

ORIGINAL SHEET NO. 22.0

COPY OF CUSTOMER'S BILL

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities		
Availability		
Construction of Oversized Facilities		
Customer Connection (Tap-in)		
Customer Installation (Customer Maintained Lines)		
Cost Records and "As-Built" Plans		
Design by Independent Engineers		
Developer Agreements		
Easements and Rights-of-Way		
Extensions Outside Certificated Territory		
General Information		
Inspections		
Obligations of Developer		
Obligations of Company		
Off-Site Facilities		
On-Site Facilities		
Refundable Advances		
Schedule of Fees and Charges	Go to Sheet No. 17.0	
System Design and Construction		
Table of Daily Flows		
Transfer of Contributed Property - Bills of Sale		

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 17.0
Service Availability Policy	24.0

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

SERVICE AVAILABILITY POLICY

Service Line Extension & Tap	Actual Cost
Meter Installation Charge (5/8" x 3/4" Meter)	\$ 65.00
Meter Installation Charge (Over 5/8" x 3/4" Meter)	Actual Cost

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

WASTEWATER TARIFF

GOLD COAST UTILITY CORP.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

GOLD COAST UTILITY CORP.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

GOLD COAST UTILITY CORP.
2340 N.E. Dixie Highway
Jensen Beach, FL 34957

(941) 696-1128

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	21.0 & 21.1
Standard Forms	17.0
Technical Terms and Abbreviations	5.0
Territory Served	3.0

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.0

TERRITORY SERVED

CERTIFICATE NUMBER - 508-S

COUNTY - POLK

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
---------------------	--------------------	----------------------	--------------------

(Continued to Sheet No. 3.1)

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All lands lying within the following perimeter boundary lines:

All of that portion of Section 16, Township 30S, Range 29E, lying South of State Road 60 (formerly called New State Road 79);

All of Section 21, Township 30S, Range 29E;

That portion of Section 9, Township 30S, Range 29E, lying south of State Road 60 (formerly called New State Road 79) and West of Walk In the Water Creek (also known as Weohyakapka Creek);

That portion of Section 15, Township 30S, Range 29E, lying south of State Road 60 (formerly called New State Road 79) and West of Walk In the Water Creek (also known as Weohyakapka Creek);

All of that portion of Section 22, Township 30S, Range 29E, lying West of Walk In the Water Creek (also known as Weohyakapka Creek);

All of that portion of Section 27, Township 30S, Range 29E, lying West of Walk In the Water Creek (also known as Weohyakapka Creek).

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Polk	Nalcrest Apts.		
Polk	Island Oaks Apts.		
Polk	Village Green Apts.		
Polk	Walden Shores		
Polk	Granada Condos		

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is GOLD COAST UTILITY CORP.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

(Continued to Sheet No. 5.1)

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

(Continued from Sheet No. 5.0)

- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	8.0	12.0
Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	7.0	8.0
Customer Billing	9.0	15.0
Delinquent Bills	10.0	17.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts	10.0	21.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
Policy Dispute	7.0	2.0

(Continued to Sheet No. 6.1)

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

	<u>Sheet</u> <u>Number:</u>	<u>Rule</u> <u>Number:</u>
Protection of Company's Property	9.0	13.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater	10.0	19.0

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.
- The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

(Continued on Sheet No. 8.0)

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

(Continued from Sheet No. 7.0)

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

(Continued on Sheet No. 9.0)

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

(Continued from Sheet No. 8.0)

- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	16.0

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 24.24
1"	60.63
1-1/2"	121.24
2"	193.98
3"	387.98

Charge per 1,000 gallons: \$ 1.60

MINIMUM CHARGE - Base Facility Charge.

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

RESIDENTIAL SERVICE
RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Customers	\$12.62
Charge per 1,000 gallons	NONE

MINIMUM CHARGE - Base Facility Charge. Rates are applicable twelve months per year, whether or not service is taken.

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE - _____

TYPE OF FILING - Transfer

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of _____ each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE _____

TYPE OF FILING - Transfer

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAILABILITY POLICY SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4"	metered service	\$
1" metered service		\$
1 1/2" metered service		\$
2" metered service		\$
Over 2" metered service	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ()GPD		\$
All others-per gallon/month		\$
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ()GPD		\$
All others-per gallon/month		\$
<u>Inspection Fee</u>	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC ()GPD)		\$
All others-per gallon		\$
or		
Residential-per lot ()foot frontage)		\$
All others-per front foot		\$
<u>Plan Review Charge</u>	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential-per ERC ()GPD)		\$
All others-per gallon		\$
<u>System Capacity Charge</u>		
Residential-per ERC ()GPD)		\$
All others-per gallon		\$

[1] Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -
TYPE OF FILING -

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE 19.0
COPY OF CUSTOMER'S BILL 20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT 18.0

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

Sample Application Form

Name _____ Telephone Number _____

Billing Address _____

City

State

Zip

Service Address _____

City

State

Zip

Date service should begin _____

Service requested: Water ___ Wastewater ___ Both ___

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within ___ days prior to the date the Customer desires to terminate service.

Signature

Date

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 20.0

COPY OF CUSTOMER'S BILL

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities		
Availability		
Construction of Oversized Facilities		
Customer Connection (Tap-in)		
Customer Installation (Customer Maintained Lines)		
Cost Records and "As-Built" Plans		
Design by Independent Engineers		
Developer Agreements		
Easements and Rights-of-Way		
Extensions Outside Certificated Territory		
General Information		
Inspections		
Obligations of Developer		
Obligations of Company		
Off-Site Facilities		
On-Site Facilities		
Refundable Advances		
Schedule of Fees and Charges	Go to Sheet No. 16.0	
System Design and Construction		
Transfer of Contributed Property - Bills of Sale		

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 16.0
Service Availability Policy	21.0 & 21.1

Keith Burge
ISSUING OFFICER

Secretary/Treasurer
TITLE

GOLD COAST UTILITY CORP.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 22.0

SERVICE AVAILABILITY POLICY

Service Line Extension & Tap

Actual Cost

Keith Burge
ISSUING OFFICER


Secretary/Treasurer
TITLE

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF SEMINOLE

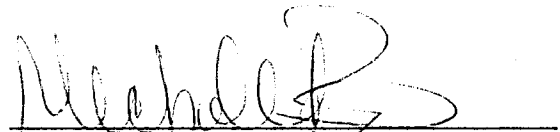
Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared TRINA COLLINS, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Martin S. Friedman, attorney for Gold Coast Utility Corp., and that on the 30th of November, 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.



TRINA COLLINS

Sworn and subscribed to before me this 30th day of November, 2005, by Trina Collins, who is personally known to me or who has provided _____ as identification.



NOTARY PUBLIC - State of Florida
Print Name: _____
My Commission Expires: _____



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

EXHIBIT "D"

NOTICE OF APPLICATION FOR TRANSFER
OF WATER AND WASTEWATER CERTIFICATES

Notice is hereby given on the 30th day of November, 2005, pursuant to Section 367.071, Florida Statutes, of the Application for Transfer of the Utility Assets of Lake Haven Utility Associates, Ltd., d/b/a Lake Wales Utility Company, and Certificate Nos. 590-W and 508-S to Gold Coast Utility Corp., providing water and wastewater service to the following described territory in Polk County, Florida:

All lands lying within the following perimeter boundary lines:

All of that portion of Section 16, Township 30S, Range 29E, lying South of State Road 60 (formerly called New State Road 79);

All of Section 21, Township 30S, Range 29E;

That portion of Section 9, Township 30S, Range 29E, lying South of State Road 60 (formerly called New State Road 79) and West of Walk In the Water Creek (also known as Weohyakapka Creek);

That portion of Section 15, Township 30S, Range 29E, lying South of State Road 60 (formerly called New State Road 79) and West of Walk In the Water Creek (also known as Weohyakapka Creek);

All of that portion of Section 22, Township 30S, Range 29E, lying West of Walk In the Water Creek (also known as Weohyakapka Creek);

All of that portion of Section 27, Township 30S, Range 29E, lying West of Walk In the Water Creek (also known as Weohyakapka Creek).

Any objections to the Application must be made in writing and filed with the Director, Division of Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with a copy to Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, Sanlando Center, 2180 West State Road 434, Suite 2118, Longwood, FL 32779 within 30 days from the date of this Notice. The objection must state the grounds for the objection with particularity.

GOLD COAST UTILITY CORP.
2340 N.E. Dixie Highway
Jensen Beach, FL 34957

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
11/28/2005 - 01/26/2006**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>POLK COUNTY</u>	
ALTURAS UTILITIES, L.L.C. (WU871) 685 DYSON ROAD HAINES CITY, FL 33844-8587	AMANDA CHAMBERS (863) 421-6827
ANGLERS COVE WEST, LTD. (WS817) P. O. BOX 5252 LAKELAND, FL 33807-5252	TODD MAXWELL (863) 647-1581
AQUASOURCE UTILITY, INC. D/B/A AQUA UTILITIES FLORIDA, INC (WS819) % AQUASOURCE, INC. 6960 PROFESSIONAL PARKWAY EAST, #400 SARASOTA, FL 34240-8432	NANCE GUTH (941) 907-7411
CAL CLAIR, INC. D/B/A BREEZE HILL UTILITY (WS863) P. O. BOX 1408 LAKE WALES, FL 33859-1408	CALVIN C. BLAKE (863) 696-1666
CHC VII, LTD. (WS816) P. O. BOX 5252 LAKELAND, FL 33807-5252	TODD MAXWELL (863) 647-1581
CROOKED LAKE PARK SEWERAGE COMPANY (SU785) 227 CALOOSA LAKE CIRCLE, NORTH LAKE WALES, FL 33859-8605	KENNETH J. KNOWLTON (863) 638-3117
CRYSTAL RIVER UTILITIES, INC. D/B/A AQUA UTILITIES FLORIDA (WS772) % AQUASOURCE, INC. 6960 PROFESSIONAL PARKWAY EAST, #400 SARASOTA, FL 34240-8432	NANCE GUTH (941) 907-7411
CYPRESS LAKES UTILITIES, INC. (WS800) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919
FLORIDA WATER SERVICES CORPORATION (WS765) P. O. BOX 609520 ORLANDO, FL 32860-9520	CARLYN KOWALSKY (407) 598-4297
FOUR LAKES GOLF CLUB, LTD. (WS815) P. O. BOX 5252 LAKELAND, FL 33807-5252	TODD MAXWELL (941) 647-1581
GRENELEFE RESORT UTILITY, INC. (WS770) 5601 WINDHOVER DRIVE ORLANDO, FL 32819-7914	BILL GOAZIOU (407) 351-3350

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
11/28/2005 - 01/26/2006**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>POLK COUNTY</u>	
HIDDEN COVE, LTD. (WS814) P. O. BOX 5252 LAKELAND, FL 33807-5252	TODD MAXWELL (941) 647-1581
KEEN SALES, RENTALS AND UTILITIES, INC. (WU771) 685 DYSON ROAD HAINES CITY, FL 33844-8587	EARLENE KEEN (863) 421-6827
LAKE HAVEN UTILITY ASSOCIATES, LTD. D/B/A LAKE WALES UTILI (WS786) P. O. BOX 9076 LAKESHORE, FL 33854-9076	DAVID K. PEARCE (863) 696-1128
MOUNTAIN LAKE CORPORATION (WU791) P. O. BOX 832 LAKE WALES, FL 33859-0832	ROBERT E. MARTIN (863) 676-3494
ORCHID SPRINGS DEVELOPMENT CORPORATION (WS789) 295 FIRST STREET SOUTH WINTER HAVEN, FL 33880-3272	CAROL C. RHINEHART (863) 324-3698
PARK WATER COMPANY INC. (WU776) 25 FIRST AVENUE NORTH LAKE WALES, FL 33859-8761	ANTHONY STAIANO (863) 638-1285
PINECREST RANCHES, INC. (WU779) P. O. BOX 2427 BARTOW, FL 33831-2427	S. NORMAN DUNCAN (863) 559-7997
PLANTATION LANDINGS, LTD. (WS813) P. O. BOX 5252 LAKELAND, FL 33807-5252	TODD MAXWELL (941) 647-1581
RIVER RANCH WATER MANAGEMENT, L.L.C. (WS850) 5601 WINDHOVER DRIVE ORLANDO, FL 32819-7936	MARK WALTRIP (407) 351-3351 EXT 101
S. V. UTILITIES, LTD. (WS812) P. O. BOX 5252 LAKELAND, FL 33807-5252	TODD MAXWELL (941) 647-1581
SUNRISE UTILITIES, LLC (WU870) 685 DYSON ROAD HAINES CITY, FL 33844-8587	AMANDA CHAMBERS (863) 421-6827

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
11/28/2005 - 01/26/2006**

UTILITY NAME

MANAGER

POLK COUNTY

TEVALO, INC. D/B/A MCLEOD GARDENS WATER COMPANY (WU841)
P. O. BOX 2898
WINTER HAVEN, FL 33883-2898

JAMES O. VAUGHN
(863) 293-2577

THE COLINAS GROUP, INC. (WU869)
POLK COUNTY UTILITY DEPARTMENT
P. O. BOX 2019
BARTOW, FL 33831-2019

DOUG BAILEY
(863) 298-4100

WEST LAKELAND WASTEWATER, INC. (SU836)
P. O. BOX 2303
EATON PARK, FL 33840-2303

SUZZANE AVERETT BRITT
(863) 665-1748 EXT 25

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
11/28/2005 - 01/26/2006**

UTILITY NAMEMANAGERGOVERNMENTAL AGENCIES

CENTRAL FL. REGIONAL PLANNING COUNCIL
P.O. BOX 2089
BARTOW, FL 33831

CITY MANAGER, CITY OF BARTOW
450 NORTH WILSON
BARTOW, FL 33831-3954

CLERK, BOARD OF COUNTY COMMISSIONERS, POLK COUNTY
P. O. BOX 9000, DRAWER CC-1
BARTOW, FL 33831-9000

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

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

MAYOR, CITY OF AUBURNDALE
P. O. BOX 186
AUBURNDALE, FL 33823-0186

MAYOR, CITY OF DAVENPORT
P. O. BOX 125
DAVENPORT, FL 33836-0125

MAYOR, CITY OF EAGLE LAKE
P. O. BOX 129
EAGLE LAKE, FL 33839-0129

MAYOR, CITY OF FROSTPROOF
P. O. BOX 308
FROSTPROOF, FL 33843-0308

MAYOR, CITY OF FT. MEADE
P. O. BOX 856
FT. MEADE, FL 33841-0856

MAYOR, CITY OF HAINES CITY
P. O. BOX 1507
HAINES CITY, FL 33845-1507

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
11/28/2005 - 01/26/2006**

UTILITY NAMEMANAGERGOVERNMENTAL AGENCIES

MAYOR, CITY OF LAKE ALFRED
120 EAST POMELO STREET
LAKE ALFRED, FL 33850-2136

MAYOR, CITY OF LAKE WALES
P. O. BOX 1320
LAKE WALES, FL 33859-1320

MAYOR, CITY OF LAKELAND
228 SOUTH MASSACHUSETTS AVENUE
LAKELAND, FL 33801-5086

MAYOR, CITY OF MULBERRY
P. O. BOX 707
MULBERRY, FL 33860-0707

MAYOR, CITY OF WINTER HAVEN
P. O. BOX 2277
WINTER HAVEN, FL 33883-2277

MAYOR, TOWN OF DUNDEE
P. O. BOX 1000
DUNDEE, FL 33838-1000

MAYOR, TOWN OF HILLCREST HEIGHTS
151 SCENIC HIGHWAY, N.
P. O. BOX 129
BABSON PARK, FL 33827-0127

MAYOR, TOWN OF LAKE HAMILTON
P. O. BOX 126
LAKE HAMILTON, FL 33851-0126

MAYOR, TOWN OF POLK CITY
P. O. BOX 1139
POLK CITY, FL 33868-1139

MAYOR, VILLAGE OF HIGHLAND PARK
1337 NORTH HIGHLAND PARK
LAKE WALES, FL 33853-7422

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

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
11/28/2005 - 01/26/2006**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

SO. FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
WEST PALM BEACH, FL 33416-4680

**LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY
(VALID FOR 60 DAYS)
11/28/2005 - 01/26/2006**

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

EXHIBIT "E"

WILL BE LATE FILED

(Affidavit of Notice given to Customers)

EXHIBIT "F"

WILL BE LATE FILED

(Affidavit of Publication)