

State of Florida



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Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

COMMISSION
CLERK

-M-E-M-O-R-A-N-D-U-M-

DATE: March 20, 2009
TO: Ann Cole, Commission Clerk - PSC, Office of Commission Clerk
FROM: Erik L. Sayler, Senior Attorney, Office of the General Counsel
RE: DOCKET NO. 080517-WS - Application for approval of transfer of Horizon Homes of Central Florida, Inc. and Five Land Group LLC's water and wastewater systems to Aqua Utilities Florida, Inc. and for amendment of Certificate Nos. 441-S and 507-W, in Sumter County.

Please place the attached documents in the above-referenced docket file. Thank you.

DOCUMENT NUMBER-DATE

02402 MAR 20 09

FPSC-COMMISSION CLERK

**FIVE LAND GROUP, L.L.C.
CERTIFICATE**

Pursuant to Section 3(a) of the Asset Purchase Agreement dated August, 2007, between Horizon Homes of Central Florida, Inc. and Five Land Group, L.L.C. (collectively hereinafter referred to as "Seller"), on the one hand, and Aqua Utilities Florida, Inc. on the other hand (the "Agreement"), the undersigned certify:

1. All contracts between Seller and any other entity related to the operation of the Wastewater System Assets have been satisfied and no claims exist relating to those contracts.
2. All contracts between Seller and any other entity related to the operation of the Water System Assets have been satisfied and no claims exist relating to those contracts.
3. All representations and warranties of the Seller contained in the Agreement are true and correct as of the date of Closing with the same force and effect as though such representations and warranties had been made on or given on as of the date hereof.
4. The Seller has performed and/or complied with all of its covenants, agreements and obligations under the Agreement which were to have been performed and complied with by the Seller prior to or on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of December 3, 2007.

WITNESSES:

FIVE LAND GROUP, L.L.C.

Mary Lou Fox
MARY LOU FOX
Print Name:

By: *James S Fox*
James S Fox
Its Managing Member

Allan J. Korecky
ALLAN J. KORECKY
Print Name:

DOCUMENT NUMBER-DATE

02402 MAR 20 8

FPSC-COMMISSION CLERK

**ASSIGNMENT AND GRANT OF EASEMENTS, RIGHTS OF
WAY AND OTHER PROPERTY**

**HORIZON HOMES OF CENTRAL FLORIDA, INC.
FIVE LAND GROUP, L.L.C. AND JUMPER CREEK JOINT VENTURE**

Grantors

TO

AQUA UTILITIES FLORIDA, INC.
Grantee

**ASSIGNMENT AND GRANT OF EASEMENTS, RIGHTS OF
WAY AND OTHER PROPERTY**

THIS ASSIGNMENT is made this 3RD day of December, 2007, between **HORIZON HOMES OF CENTRAL FLORIDA, INC.**, **FIVE LAND GROUP, L.L.C.**, and **JUMPER CREEK JOINT VENTURE** ("Grantors"), and **AQUA UTILITIES FLORIDA, INC.**, a Florida corporation ("Grantee").

WHEREAS, pursuant to an Asset Purchase Agreement dated August, 2007 (the "Agreement"), and a Bill of Sale and Assignment dated contemporaneously herewith, the Grantors have, granted, sold, conveyed, assigned, transferred, set over and vested in Grantee, its successors and assigns, all of Grantors' right, title and interest in the "Water System Assets" and the "Waste Water System Assets" as defined in the Agreement (collectively the "Assets"), including but not limited to all of the assets, properties and rights of which are held, used or useful in collecting, distributing, pumping or treating water and/or wastewater or in providing water and/or wastewater service for the public.

WITNESSETH, that Grantors for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, and other valuable consideration, unto it well and truly paid by Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has assigned, granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does assign, grant, bargain, sell, alien, enfeoff, release and confirm unto Grantee, its successors and assigns:

ALL Grantors' right, title and interest in and to any and all: (a) those certain rights of way, easements, licenses, permits, leases and other rights of way and interests owned by Grantors which are rights in real property related to the provisions of water withdrawal, wastewater treatment, collection, treatment and service (collectively, "Easements"), (b) any and all water and wastewater plants, pipes, mains and facilities located within any of the Easements that are related to or used in the provision of water service and/or wastewater service to the public, (c) those water and wastewater mains and facilities that may be located in private property without written instruments where rights may have arisen from the passage of time, the operation of law or otherwise, (d) all rights to easements that may be shown on subdivision or development plans, or plats including rights of access over the private roads on the plat of Jumper Creek Manor, (e) all rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in and otherwise appertaining, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever in and to the same and every part thereof, and (f) all rights of Grantor under the Declaration ORB 1615 pg 329 pertaining to the Water System Assets and/or the Waste Water System Assets (all of the foregoing being herein referred to as the "Premises");

TOGETHER WITH all of Grantors' occupancy rights and privileges to use, maintain, replace and repair all water and wastewater plants, pipes and mains and appurtenant facilities located in the public rights-of-way of State highways and County and/or Township roads.

TOGETHER WITH the rights of ingress, egress and regress to and from said Easements, water mains and appurtenances, at any and all times for the purpose of operating the Assets and laying, relaying, installing, operating, inspecting, maintaining, repairing, altering, removing, renewing and replacing the Water System Assets, the Waste Water System Assets, and their appurtenances, together with the right to move in and use such equipment and material as may be required to accomplish the foregoing, subject to the obligation of Grantee, after laying said water mains and/or wastewater mains and appurtenant facilities and after any subsequent maintenance, repair, alteration, removal or replacement of the Water System Assets and/or the Waste Water System Assets by it or them to restore the surface of the ground disturbed as nearly as practicable to its contour and condition prior to such disturbance thereof;

TO HAVE AND TO HOLD the Easements and Premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, to and for the only proper use and behoof of the Grantee, its successors and assigns, forever;

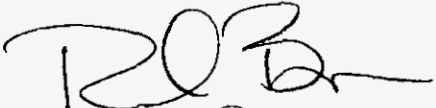
AND the Grantors, for itself, its successors and assigns, does by these presents covenant, grant and agree, to and with the Grantee, its successors and assigns, by these presents, that it, the said Grantors and its successors and assigns, all and singular the hereditaments and Premises hereby described and granted, or mentioned and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, against it the said Grantors and its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will


WARRANT and forever **DEFEND**.

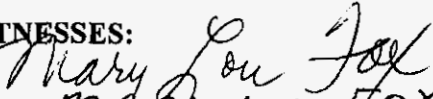
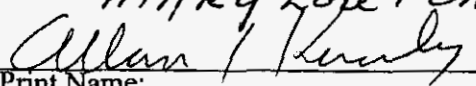
This Grant and all of the covenants herein contained shall inure to the benefit of and shall be binding upon Grantors, its successors and assigns, and Grantee, its successors or assigns.

IN WITNESS WHEREOF the Grantors has caused this Assignment and Grant to be duly executed the day and year first above written.

WITNESSES:


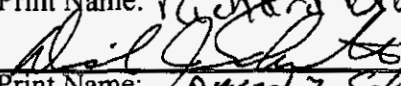

Print Name: Richard Brown


Print Name: David J. Schulte


WITNESSES:

MARY LOU FOX

Print Name:

Allan J. Korecky
Print Name:

WITNESSES:


Print Name: Richard Brown

Print Name: David J. Schulte

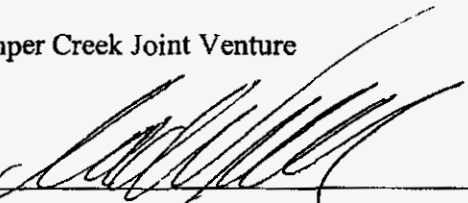
Horizon Homes of Central Florida, Inc

By: 
President

Five Land Group, L.L.C.

By: 
Managing Member

Jumper Creek Joint Venture

By: 

**JUMPER CREEK JOINT VENTURE
CERTIFICATE**


Pursuant to Section 3(a) of the Asset Purchase Agreement dated August, 2007, between Horizon Homes of Central Florida, Inc. and Five Land Group, L.L.C. (collectively hereinafter referred to as "Seller"), on the one hand, and Aqua Utilities Florida, Inc. on the other hand (the "Agreement"), the undersigned certify:

1. All contracts between Seller and any other entity related to the operation of the Wastewater System Assets have been satisfied and no claims exist relating to those contracts.
2. All contracts between Seller and any other entity related to the operation of the Water System Assets have been satisfied and no claims exist relating to those contracts.
3. All representations and warranties of the Seller contained in the Agreement are true and correct as of the date of Closing with the same force and effect as though such representations and warranties had been made on or given on as of the date hereof.
4. The Seller has performed and/or complied with all of its covenants, agreements and obligations under the Agreement which were to have been performed and complied with by the Seller prior to or on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of December 14, 2007.

WITNESSES:


Print Name: Richard Brown


Print Name: David J. Schulte

JUMPER CREEK JOINT VENTURE

By: 

This document was prepared by
and should be returned to:

Lee Stuart Smith
Holland & Knight LLP
Post Office Box 1526
Orlando, Florida 32802

QUITCLAIM DEED

The Grantor, Jumper Creek Homeowners' Association, Inc., a Florida not-for-profit corporation, in consideration of Ten Dollars and other valuable considerations received from the Grantee, hereby grants, conveys and quitclaims to Grantee, Jumper Creek Joint Venture, a Florida joint venture, whose mailing address is 197 Montgomery Pl, Suite 201, Monte Sano, AL all right, title, and interest that the Grantor may have in and to the lands in Sumter County, Florida, described on attached Exhibit "A".

Dated this 14 day of December, 2007.

Signed in the presence of:

[Signature]
Printed Name: Richard Brown

JUMPER CREEK HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]
Printed Name: Daniel J. Schulte

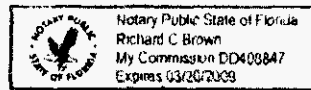
By: [Signature]
Name: Gregg A. Wasseman
Title: _____

STATE OF FLORIDA
COUNTY OF ~~ORANGE~~ SEMINOLE

The foregoing instrument was acknowledged before me this 14 day of December, 2007, by Gregg A. Wasseman, of Jumper Creek Homeowners' Assoc., a Florida corporation, on behalf of the corporation. He who is personally known to me/has produced _____ as identification.

[Signature] (SEAL)
Printed/Typed Name: Richard Brown
Notary Public-State of Florida
Commission Number: DD 408847

ORL1 #624218 v1



Prepared By and Return To:
Lee Stuart Smith, Esq.
HOLLAND & KNIGHT LLP
200 S. Orange Avenue, Suite 2600
Orlando, Florida 32801

Property Appraisers ID #: 242122-N24A117

WARRANTY DEED

THIS WARRANTY DEED made the _____ day of _____, 2007 by **JUMPER CREEK JOINT VENTURE**, a Florida joint venture, having a place of business at _____ (hereinafter referred to as the "Grantor"), to **AQUA UTILITIES FLORIDA, INC.**, a Florida corporation, having a place of business at 1100 Thomas Avenue, Leesburg, Florida 37478 (hereinafter referred to as the "Grantee"):

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell and convey to the Grantee, all that certain land situate in Sumter County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property")

The Property is subject to those certain matters better described on the attached Exhibit "B" (the "Permitted Exceptions") incorporated herein by this reference, which shall run with the land and be binding upon the Grantee and its successors and/or assigns.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with the Grantee that it is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that it fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Two Witnesses

ROB
Printed Name: Richard Brown

JUMPER CREEK JOINT VENTURE,
a Florida joint venture

D. J. Schuster
Printed Name: David J. Schuster

By: [Signature]
Name: Gregg A. Wasserman
Title: Managing Member

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 14 day of December, 2007, by Gregg A. Wasserman, Manager of Jumper Creek Joint Venture, a Florida joint venture, on behalf of the Joint Venture. He/she who is personally known to me or has produced _____ as identification.

SEAL

[Signature]
Signature of Notary Public
State of Florida
Commission Number: DD408847

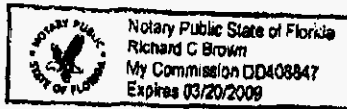


Exhibit "A"
(Legal Description)

ALL OF TRACTS OR PARCELS 4, 5 AND 6 OF PLAT RECORDED AT PLAT BOOK 9, PAGE 5, SUMTER COUNTY, FLORIDA RECORDS, BEING A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION OF JUMPER CREEK MANOR

BEGIN AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA; THENCE S.89°54'27"W. ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24 A DISTANCE OF 660.60 FEET TO A POINT BEING ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE N.00°02'51"W. ALONG SAID EAST LINE A DISTANCE OF 362.66 FEET; THENCE S.89°55'28"W. A DISTANCE OF 320.00 FEET; THENCE N.00°02'51" W. A DISTANCE OF 250.00 FEET TO A POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 48, HAVING A 100.00 FOOT WIDE PUBLIC RIGHT-OF-WAY; THENCE S.89°55'28"W. ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 365.39 FEET TO A POINT BRING 25.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULARLY TO, THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 24; THENCE S.00°01'42"E. PARALLEL TO SAID WEST LINE A DISTANCE OF 2,297.15 FEET; THENCE N.89°57'30"E. PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24 A DISTANCE OF 927.35 FEET TO A POINT BEING ON THE WEST LINE OF THE SOUTH 60(100 FEET OF THE EAST 420.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE N.00°04'05"W. ALONG SAID WEST LINE A DISTANCE OF 293.06 FEET TO A POINT BEING ON THE NORTH LINE OF THE SOUTH 600.00 FEET OF THE EAST 420.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE N.89°57'42"E. ALONG SAID NORTH LINE A DISTANCE OF 420.00 FEET TO A POINT BEING ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE N.00°04'05"W. ALONG SAID EAST LINE A DISTANCE OF 728.13 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE N.00°04'01"W. ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24 A DISTANCE OF 664.33 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD.

BEING THE SAME PROPERTY CONVEYED TO JUMPER CREEK JOINT VENTURE BY VIRTUE OF GENERAL WARRANTY DEED FROM FIVE LAND GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED APRIL 12, 2005, RECORDED MAY 26, 2005, IN INSTRUMENT NO. 2005-17677, BOOK 1381, PAGE 364, SUMTER COUNTY, FLORIDA RECORDS

Exhibit "B"
(Permitted Exceptions)

1. All taxes for the year 2008 and subsequent years, not yet due and payable.
2. Easements, rights of way, boundary lines and improvements as appearing on plat recorded in Plat Book 9, Page 5, Public Records of Sumter County, Florida.
3. Terms and conditions as set forth in Declaration of Covenants, Conditions, and Restrictions for Jumper Creek Manor, recorded June 6, 2006, in Instrument #2006-18487, Book 1590, Page 104, as amended by First Amendment to The Declaration of Covenants, Conditions, Restrictions for Jumper Creek Manor, dated November 1, 2006, recorded November 9, 2006 in Instrument #2006-36794, Official Records Book 1681, Page 727, all of the Public Records of Sumter County, Florida.
4. Terms and conditions as set forth in Memorandum of Joint Venture Agreement made by and between Horizon Homes of Central Florida, Inc. and Five Land Group, LLC, dated July 24, 2004, recorded May 26, 2005, in Instruments #2005-17678, Official Records Book 1381, Page 367, Public Records of Sumter County, Florida.
5. Terms and conditions of Specific Power of Attorney made by James S. Fox, Five Land Group, LLC and Gregg A. Wasserman, dated July 5, 2006, recorded July 17, 2006 in Official Records Book 1618, Page 382, Public Records of Sumter County, Florida.

**BILL OF SALE OF WATER AND WASTEWATER
SYSTEM ASSETS BY HORIZON HOMES OF CENTRAL FLORIDA, INC., FIVE
LAND GROUP, L.L.C. AND JUMPER CREEK JOINT VENTURE TO AQUA
UTILITIES FLORIDA, INC.**

KNOW ALL MEN BY THESE PRESENTS that Horizon Homes of Central Florida, Inc., Five Land Group, L.L.C., and Jumper Creek Joint Venture (collectively hereinafter referred to as "Seller") for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by AQUA UTILITIES FLORIDA, INC. (hereinafter "Purchaser"), the receipt of which is hereby acknowledged, pursuant to an Asset Sale Agreement by and between the parties dated August, 2007 (the "Agreement"), which is incorporated herein by specific reference, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto the Purchaser, its successors and assigns, each and every portion of the Water System Assets and the Wastewater System Assets, as those terms are defined in the Agreement (hereinafter "Utility Systems") owned by Seller, both tangible and intangible, and such rights and obligations, whether contractual or not, as more fully set forth in the following paragraphs, which include, but are not limited to, the following personality:

1. All licenses, prescriptive rights, rights-of-way and rights to use public or private roads, highways, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility Systems.

2. All wastewater collection, treatment, and disposal facilities of every kind and description whatsoever, including but not limited to pumps, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, irrigation quality water and effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used primarily in connection with the Utility Systems, together with all additions or replacements thereto.

3. All water supply, treatment, and distribution facilities, wastewater collection, treatment, and disposal facilities of every kind and description whatsoever, including but not limited to pumps, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, irrigation quality water and effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used primarily in connection with the Utility Systems, together with all additions or replacements thereto.

4. All tools, parts, laboratory equipment, unset or reserved meters located on or used in connection with the Utility Systems.

5. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility Systems for the collection, treatment, storage and disposal of wastewater and every right of every character whatever in connection therewith, and the obligations thereof, including all 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 any certificates.


6. All certificates, immunities, privileges, permits, license rights, consents, grants,


ordinances, leaseholds, and all rights to construct, maintain and operate the Utility Systems for the procuring, treatment, storage and distribution of potable water and the collection, treatment, and disposal of wastewater and every right of every character whatever in connection therewith, and the obligations thereof, including all water supply 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 any certificates

7. All items of inventory owned by Seller on the Closing Date.
8. All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, maps, books, and other information in Seller's possession.
9. All sets of record drawings, including as-built drawings, showing all facilities of the Utility Systems, including all original tracings, sepias or other reproducible materials in Seller's possession.
10. All warranties by third parties in favor of Seller, including those related to completed or in-progress construction work, including professional engineering warranties.
11. Seller represents and warrants that it has exclusive ownership, possession, control, and marketable title to the above-referenced property and the above-referenced property, is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction.


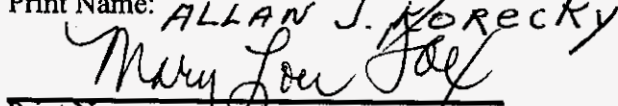
IN WITNESS WHEREOF the undersigned has caused his/her name to be hereunto subscribed this 14th day of December, 2007.

WITNESSES:


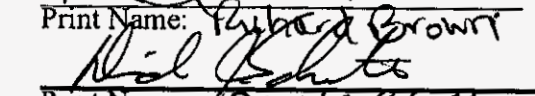

Print Name: Richard Brown


Print Name: David J. Schulte


WITNESSES:


Print Name: ALLAN J. KORECKY

Print Name: MARY LOU FOX

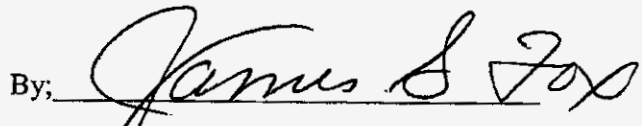
WITNESSES:


Print Name: Richard Brown

Print Name: DAVID J. SCHULTE

Horizon Homes of Central Florida, Inc.

By: 
President

Five Land Group, L.L.C.

By: 
Its Managing Member

Jumper Creek Joint Venture

By: 

STATE OF FLORIDA

COUNTY OF Seminole

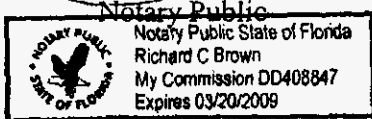
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On this, 21 day of December, 2007, before me, a Notary Public in and for said County, personally appeared James S. Fox, who acknowledged himself to be the Managing Member of FIVE LAND GROUP, L.L.C., a Florida limited liability company, and that he, as such Managing Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of James Fox by himself as James S. Fox.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sworn to and subscribed
before me this 21 day
of December, 2007

[Signature]



[Notarial Seal]

STATE OF FLORIDA

:

COUNTY OF SEMINOLE

:

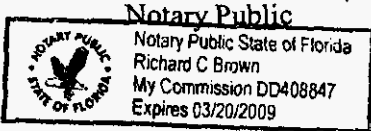
:

On this, the 13 day of December, 2007, before me, a Notary Public in and for said County, personally appeared Gregg A. Nasseman, who acknowledged himself to be the manager of JUMPER CREEK JOINT VENTURE, a Florida limited liability company, and that he, as such manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Gregg A. Nasseman by himself as Gregg A. Nasseman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sworn to and subscribed
before me this 13 day
of December, 2007

Richard C. Brown



[Notarial Seal]

STATE OF FLORIDA

:
:
:

COUNTY OF SEMINOLE

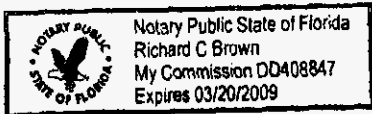
On this, the 3 day of December, 2007, before me, a Notary Public in and for said County, personally appeared Gregg A. Wasserman, who acknowledged himself to be the President of HORIZON HOMES OF CENTRAL FLORIDA, INC., a Florida corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Gregg Wasserman by himself as Gregg A. Wasserman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sworn to and subscribed
before me this 13 day
of December, 2007

[Signature]

Notary Public



[Notarial Seal]

**HORIZON HOMES OF CENTRAL FLORIDA, INC.
CERTIFICATE**

Pursuant to Section 3(a) of the Asset Purchase Agreement dated August, 2007, between Horizon Homes of Central Florida, Inc. and Five Land Group, L.L.C. (collectively hereinafter referred to as "Seller"), on the one hand, and Aqua Utilities Florida, Inc. on the other hand (the "Agreement"), the undersigned certify:


1. All contracts between Seller and any other entity related to the operation of the Wastewater System Assets have been satisfied and no claims exist relating to those contracts.
2. All contracts between Seller and any other entity related to the operation of the Water System Assets have been satisfied and no claims exist relating to those contracts.
3. All representations and warranties of the Seller contained in the Agreement are true and correct as of the date of Closing with the same force and effect as though such representations and warranties had been made on or given on as of the date hereof.
4. The Seller has performed and/or complied with all of its covenants, agreements and obligations under the Agreement which were to have been performed and complied with by the Seller prior to or on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of December 3, 2007.

WITNESSES:

HORIZON HOMES OF CENTRAL FLORIDA, INC.


Print Name: Richard Brown

By: 
President


Print Name: DAVID J. SCHULTE