

# Holland & Knight

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COMMISSION  
CLERK

January 7, 2011

110019-WS

*Via Hand-Delivery*

Ms. Ann Cole  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center, Room 110  
Tallahassee, FL 32399-0850

Re: *In Re: Aqua Utilities Florida, Inc.'s Application for Approval of Transfer of Harbor Hills Utilities, L.P. Water System and Amendment of Certificate in Lake County, Florida*

*and*

*In re: Aqua Utilities Florida, Inc.'s Application for Original Certificate for an Existing Wastewater System, Request Initial Rates and Charges, and Amendment of Certificate in Lake County, Florida*

Dear Ms. Cole:

Enclosed for filing on behalf of Aqua Utilities Florida, Inc. ("AUF") are:

- The original and five (5) copies of the AUF's Application for Original Certificate for an Existing Wastewater System, Request Initial Rates and Charges, and Amendment of Certificate in Lake County, Florida and exhibits thereto ("Wastewater Application"); one (1) copy of the territory and system map; and two (2) copies of the proposed wastewater tariffs.
- The original and five (5) copies of AUF's Application for Approval of Transfer of Harbor Hills Utilities, L.P. Water System and Amendment of Certificate in Lake County, Florida, Florida and exhibits thereto ("Water Application"); one (1) copy of the territory and system map; and two (2) copies of the proposed water tariffs.

COM  
 APA  
 ECR 3-tariff, and 1 map  
 GCL  
 LAD  
 ISC  
 ADM  
 IPC  
 LK Grant

3. Two (2) checks for filing fees in the amount of \$750.00 for the Wastewater Application and \$2,250.00 for the Water Application.

The Wastewater Application and the Water Application are being filed in order to consummate a transaction whereby AUF recently purchased a water system and a wastewater system operated by Harbor Hills Utilities, L.P. in Lake County, Florida ("Harbor Hills Systems"). AUF's acquisition of the Harbor Hills Systems is contingent upon the Commission approving both the Wastewater Application and the Water Application. Thus, AUF respectfully requests that both applications be processed in one docket.

Finally, please acknowledge receipt of this filing by stamping the extra copy of this letter "filed" and returning the copy to me. Thank you for your assistance.

Sincerely,

HOLLAND & KNIGHT LLP



D. Bruce May, Jr.

DBM:kjg  
Encls.

cc: Kimberly A. Joyce, Esq.  
Troy Rendell

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Aqua Utilities Florida, Inc.'s Application for Original Certificate for an Existing Wastewater System, Requesting Initial Rates and Charges, and Amendment of Certificate in Lake County, Florida.

Docket No.: 110019-WS

Filed: January 7, 2011

**AQUA UTILITIES FLORIDA, INC.'S APPLICATION FOR AN ORIGINAL CERTIFICATE FOR AN EXISTING WASTEWATER SYSTEM REQUESTING INITIAL RATES AND CHARGES AND AMENDMENTS OF CERTIFICATE IN LAKE COUNTY, FLORIDA**

Aqua Utilities Florida, Inc. ("AUF" or "Applicant"), by and through its undersigned counsel, and pursuant to Sections 367.031 and 367.045, Florida Statutes, and Rules 25-30.033 and 25-30.036, Florida Administrative Code, files this application for original certificate for an existing wastewater system requesting initial rates and charges and for amendment of AUF's wastewater certificates of authorization for Lake County, Florida, to include the Harbor Hills wastewater service territory ("Application"). The Application is attached hereto as **Composite Exhibit "1"**, and is filed in order to consummate a transaction whereby AUF recently purchased a water and a wastewater system operated by Harbor Hills Utilities, L.P. in Lake County, Florida ("Harbor Hills Systems"). The Harbor Hills Systems have been operational and continuously providing water and wastewater services since 1989. The Harbor Hills water system was previously issued Water Certificate No. 522-W by the Commission and AUF has contemporaneously filed an application to approve the transfer of the water system. However, because the prior owners did not charge for wastewater service, the wastewater system was not subject to Commission jurisdiction and thus did not receive a Commission wastewater certificate. AUF's acquisition of both the Harbor Hills Systems are contingent upon Commission approval. In support of this Application, AUF states:

DOCUMENT NUMBER DATE

00204 JAN-7 =

FPSC-COMMISSION OFFICE

1. The name and address of the Applicant are:

Aqua Utilities Florida, Inc.  
510 Highway 466, Suite 204  
Lady Lake, FL 32159  
(352) 674 2860 (Telephone)  
(352) 674 2862 (Facsimile)

2. The name and address of AUF's authorized representatives are:

D. Bruce May Jr.  
Equity Partner  
Holland & Knight  
315 South Calhoun Street, Suite 600  
Tallahassee, FL 32301  
(850) 224-7000 (Telephone)  
(850) 224-8832 (Facsimile)

-and-

Kimberly A. Joyce, Esquire  
Director of Regulatory Affairs  
Aqua America, Inc.  
762 West Lancaster Avenue  
Bryn Mawr, PA 19010  
(610) 645-1077 (Telephone)  
(610) 519-0989 (Facsimile)

3. AUF has been issued Water and Wastewater Certificates by the Florida Public Service Commission ("Commission") for its operations in Alachua, Brevard, Hardee, Highlands, Sumter, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties. The Commission has issued AUF Wastewater Certificate No. 120-S for its provision of wastewater utility services in Lake County, Florida.

4. Pursuant to Rule 25-30.030(2), Florida Administrative Code, AUF has obtained from the Commission a list of names and addresses of entities entitled to receive notice of the Application ("Notice List").

5. Within seven (7) days of filing this Application, AUF will provide notice of the Application by regular mail to: (a) the governing body of Lake County, Florida; (b) the governing bodies of all municipalities within Lake County, Florida, stated on the Notice List; (c) the regional planning councils designated on the Notice List; (d) all water and wastewater utilities on the Notice List; (e) the Office of Public Counsel; (f) the Commission's Director of the Commission Clerk and Administrative Services; (g) the appropriate regional offices of Florida Department of Environmental Protection ("FDEP") (Orlando and Jacksonville); (h) the appropriate Water Management District; and (i) other entities stated on the Notice List. Such notice will contain all information required under Florida Administrative Code Rule 25-30.030(4).

6. Within seven (7) days of filing this Application, AUF will provide a copy of the notice of the Application to the prospective customers of the system to be certificated.

7. Within seven (7) days of filing this Application, AUF will publish notice of the Application once in a newspaper of general circulation in the territory proposed to be served.

8. Within fifteen (15) days of filing this Application, AUF will submit affidavits to the Commission verifying that it has provided notice of its Application, along with a copy of the notice and list of entities receiving the notice pursuant to Florida Administrative Code Rule 25-30.030.

9. Included in the Application are all information, documents, and maps required by Florida Administrative Code Rule 25-30.033, including facts demonstrating AUF's ability to provide service, the area and facilities involved, the need for service in the area involved, and the existence or nonexistence of service from other sources in the proposed service area. Also

included in the Application are Schedules showing all rates, classifications, charges for service of every kind proposed by AUF, and all rules, regulations and service availability policies.

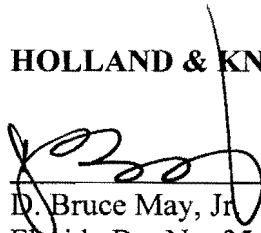
10. The application fee required by Section 367.145, Florida Statutes, and Florida Administrative Code Rule 25-30.020, has been submitted to the Commission Clerk of Administrative Services, along with the filing of this Application.

WHEREFORE, AUF requests that the Commission:

- a. Grant AUF's application for original certificate for an existing wastewater system;
- b. Approve initial rates and charges for AUF's Harbor Hills wastewater system;
- c. Amend AUF's existing Wastewater Certificate No. 120-S to include the Harbor Hills wastewater service area; and
- d. Grant such other relief as appropriate.

Respectfully submitted this 7th day of January, 2011.

**HOLLAND & KNIGHT LLP**



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D. Bruce May, Jr.  
Florida Bar No. 354473  
Holland & Knight, LLP  
315 South Calhoun Street, Suite 600  
Tallahassee, Florida 32301  
Post Office Drawer 810  
Tallahassee, Florida 32302-0810  
Phone: (850) 224-7000  
Fax: (850) 224-8832

# **COMPOSITE EXHIBIT 1**

**APPLICATION FOR ORIGINAL CERTIFICATE  
FOR A PROPOSED OR EXISTING SYSTEM REQUESTING  
INITIAL RATES AND CHARGES  
(Pursuant to Section 367.045, Florida Statutes)**

To: **Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for original certificate(s) to operate a water \_\_\_\_\_ and/or wastewater  utility in \_\_\_\_\_ LAKE County, Florida, and submits the following information:

**PART I      APPLICANT INFORMATION**

- A) The full name (as it appears on the certificate), address and telephone number of the applicant:

AQUA UTILITIES FLORIDA, INC.

Name of utility

( 352 ) 674-2860

( 352 ) 674-2862

Phone No.

Fax No.

510 HIGHWAY 466, SUITE 204

Office street address

LADY LAKE

FLORIDA

32159

City

State

Zip Code

Mailing address if different from street address

Internet address if applicable

- B) The name, address and telephone number of the person to contact concerning this application:

D. Bruce May, Jr.

( 850 ) 224-7000

Name

Phone No.

315 South Calhoun Street, Suite 600

Street address

TALLAHASSEE

FLORIDA

32301

City

State

Zip Code



C) Indicate the organizational character of the applicant: (circle one)

Corporation

Partnership

Sole Proprietorship

Other (Specify) Florida corporation

D) If the applicant is a corporation, indicate whether it has made an election under Internal Revenue Code Section 1362 to be an S Corporation:

Yes \_\_\_\_\_ No x

E) If the applicant is a corporation, list names, titles and addresses of corporate officers, directors, partners, or any other person(s) or entities owning an interest in the applicant's business organization. (Use additional sheet if necessary).

The names and addresses of AUF's corporate officers and directors are listed in Exhibit "A" to the Application.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F) If the applicant is not a corporation, list names and addresses of all persons or entities owning an interest in the organization. (Use additional sheet if necessary.)

N/A  
\_\_\_\_\_  
\_\_\_\_\_

**PART II NEED FOR SERVICE**

A) Exhibit B - A statement regarding the need for service in the proposed territory, such as anticipated (or actual) development in the area. Identify any other utilities within the area proposed to be served which could potentially provide such service in the area and the steps the applicant took to ascertain whether such other service is available.

B) Exhibit C - A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan, as approved by the Department of Community Affairs at the time the application is filed. If the provision of service is inconsistent with such plan, provide a statement demonstrating why granting the certificate would be in the public interest.

**PART III     SYSTEM INFORMATION**

**A)     WATER**

- (1)     Exhibit N/A - A statement describing the proposed type(s) of water service to be provided (i.e., potable, non-potable or both).
  
- (2)     Exhibit N/A - The number of equivalent residential connections (ERCs) proposed to be served, by meter size and customer class. If development will be in phases, separate this information by phase. In addition, if the utility is in operation, provide the current number of ERCs by meter size and customer class.
  
- (3)     Description of the types of customers anticipated (i.e., single family, mobile homes, clubhouse, commercial, etc.):

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (4)     In the case of an existing utility, provide the permit number and the date of approval of facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

N/A  
\_\_\_\_\_

- (5)     Indicate the design capacity of the treatment plant in terms of equivalent residential connections (ERCs) and gallons per day (gpd). If development will be in phases, separate this information by phase.

N/A \_\_\_\_\_ (ERCs)                      \_\_\_\_\_ (GPD)

- (6)     Indicate the type of treatment: N/A \_\_\_\_\_

- (7)     Indicate the design capacity of the transmission and distribution lines in terms of ERCs and gpd. If development will be in phases, separate this information by phase.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (8)     Provide the date the applicant began or plans to begin serving customers:

N/A  
\_\_\_\_\_

- (9) Exhibit N/A - Evidence, in the form of a warranty deed, that the utility owns the land where the water facilities are or will be located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

The applicant may submit a contract for the purchase and sale of land with an unexecuted copy of the warranty deed provided the applicant files an executed and recorded copy of the deed, or executed copy of the lease, within thirty days after the order granting the certificate.

**B) WASTEWATER**

- (1) Exhibit D - The number of equivalent residential connections (ERCs) proposed to be served, by meter size and customer class. If development will be in phases, separate this information by phase. In addition, if the utility is in operation, provide the current number of ERCs by meter size and customer class.

- (2) Description of the types of customers anticipated (i.e., single family, mobile homes, clubhouse, commercial, etc.):

Single family residential and three general service.

- (3) In the case of an existing utility, provide the permit number and the date of approval of facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

#FLA010608

- (4) Indicate separately the design capacity of the treatment plant and effluent disposal system in terms of equivalent residential connections (ERCs) and gallons per day (GPD). If development will be in phases, separate this information by phase.

The capacity of the existing wastewater treatment facilities is 0.040 million gallons per day ("MGD").

- (5) Indicate the method of treatment and disposal (percolation pond, spray field, etc.):

The method of disposal is through percolation ponds.

- (6) Exhibit E - If the applicant does not propose to use reuse as a means of effluent disposal, provide a statement that describes, with particularity, the reasons for not using reuse.
- (7) Indicate the design capacity of the collection lines in terms of ERCs and GDP. If development will be in phases, separate this information by phase.

Existing customers in terms of ERCs - 78 ERCs

Future residential customers in ERCs - 88 ERCs

Total wastewater customers in ERCs - 166 ERCs

- (8) Provide the date the applicant began or plans to begin serving customers:  
The wastewater system is an existing system that has been providing service since 1989.
- (9) Exhibit F - Evidence, in the form of a warranty deed, that the utility owns the land where the utility treatment facilities are or will be located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease.

The Commission may consider a written easement or other cost-effective alternative. The applicant may submit a contract for the purchase and sale of land with an unexecuted copy of the warranty deed, provided the applicant files an executed and recorded copy of the deed, or executed copy of the lease, within thirty days after the order granting the certificate.

**PART IV FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit G - A statement regarding the financial and technical ability of the applicant to provide reasonably sufficient and efficient service.
- B) Exhibit H - A detailed financial statement (balance sheet and income statement), certified if available, of the financial condition of the applicant, showing all assets and liabilities of every kind and character. The income statement shall be for the preceding calendar or fiscal year. If an applicant has not operated for a full year, then the income statement shall be for the lesser period. The financial statement shall be prepared in accordance with Rule 25-30.115, Florida Administrative Code. If available, a statement of the source and application of funds shall also be provided.
- C) Exhibit I - A list of all entities, including affiliates, upon which the applicant is relying to provide funding to the utility, and an explanation of the manner and amount of such funding, which shall include their financial statements and any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

- D) Exhibit J - A schedule showing the projected cost of the proposed system (or actual cost of the existing system) by uniform system of accounts (USOA) account numbers pursuant to Rule 25-30.115, F.A.C. In addition, provide the capacity of each component of the system in ERCs and gallons per day. If the utility will be built in phases, this schedule shall apply to the design capacity of the first phase only. Provide a separate exhibit for the water and wastewater systems.
- E) Exhibit J - A schedule showing the projected operating expenses of the proposed system by USOA account numbers when 80 percent of the designed capacity of the system is being utilized. If the utility will be built in phases, this schedule shall apply to the design capacity of the first phase only. In addition, if the utility has been in existence for at least one year, provide actual operating expenses for the most recent twelve months. Provide a separate exhibit for the water and wastewater systems.
- F) Exhibit K - A schedule showing the projected capital structure, including the methods of financing the construction and operation of the utility until the utility reaches 80 percent of the designed capacity of the system(s).
- G) Exhibit J - A cost study, including customer growth projections, which supports the proposed rates, miscellaneous service charges, customer deposits and service availability charges. A sample cost study is enclosed with the application package. Provide a separate cost study for the water and wastewater systems.
- H) Exhibit N/A - If the base facility and usage rate structure (as defined in Rule 25-30.437(6), F.A.C.) is not utilized for metered service, provide an alternative rate structure and a statement supporting why the alternative is appropriate.
- I) Exhibit N/A - If a different return on common equity other than the current equity leverage formula established by order of the Public Service Commission pursuant to Section 367.081(4), F.S. is utilized, provide competent substantial evidence supporting the use of a different return on common equity. Information on the current equity leverage formula may be obtained by contacting the accounting section at the listed number.

**PART V ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION (AFUDC)**

**Please note the following:**

- A) Utilities obtaining initial certificates pursuant to Rule 25-30.033, F.A.C., are authorized to accrue AFUDC for projects found eligible pursuant to Rule 25-30.116(1), F.A.C.
- B) A discounted monthly AFUDC rate calculated in accordance with Rule 25-30.116(3),

F.A.C., shall be used to insure that the annual AFUDC charged does not exceed authorized levels.

- C) The date the utility shall begin to charge the AFUDC rate shall be the date the certificate of authorization is issued to the utility so that such rate can apply to initial construction of the utility facilities.

**PART VI TERRITORY DESCRIPTION AND MAPS**

**A) TERRITORY DESCRIPTION**

Exhibit L - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code. If the water and wastewater service territories are different, provide separate descriptions.

**B) TERRITORY MAPS**

Exhibit L - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

**C) SYSTEM MAPS**

Exhibit L - One copy of detailed map(s) showing proposed lines, facilities and the territory proposed. **Additionally, identify any existing lines and facilities.** Map(s) should be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

**PART VII NOTICE OF ACTUAL APPLICATION**

- A) Exhibit M - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;

- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit.  
THIS MAY BE A LATE-FILED EXHIBIT

- B) Exhibit N - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit O - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

**PART VIII FILING FEE**

Indicate the filing fee enclosed with the application:

\$ N/A (for water) and \$ 750.00 (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility has the capacity to serve up to 500 ERCs, the filing fee shall be **\$750.**
- (2) For applications in which the utility has the capacity to serve from 501 to 2,000 ERCs the filing fee shall be **\$1,500.**

- (3) For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERCs the filing fee shall be **\$2,250**.
- (4) For applications in which the utility has the capacity to serve more than 4,000 ERCs the filing fee shall be **\$3,000**.

**PART IX    TARIFF**

Exhibit   P   - The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. Sample tariffs are enclosed with the application package.



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Aqua Utilities Florida, Inc.'s Application )  
for ) Docket No. \_\_\_\_\_  
Original Certificate for an Existing Wastewater )  
System Requesting Initial Rates and Charges, and ) Filed: January 7, 2011  
Amendments of Certificate in Lake County, Florida.)  
\_\_\_\_\_)

**AFFIDAVIT**

STATE OF FLORIDA:  
COUNTY OF LAKE:

BEFORE ME, the undersigned authority, personally appeared John M. Lihvarcik, who after being duly sworn, deposes and says:

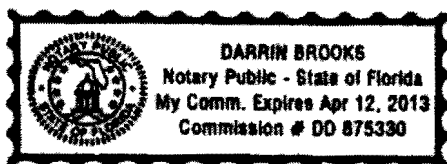
1. That I, John M. Lihvarcik, in my capacity as Vice President and Chief Operating Officer of Aqua Utilities Florida, Inc., do solemnly swear or affirm that the facts stated in the foregoing application and exhibits attached thereto are true and correct.


2. Further Affiant Sayeth Not.

  
\_\_\_\_\_  
JOHN M. LIHVARCİK

STATE OF FLORIDA:  
COUNTY OF LAKE:

Subscribed and sworn to before me this 7th day of January, 2011, by John M. Lihvarcik, who is personally known to me.



  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 4/12/2013

## EXHIBIT A

### Director:

Nicholas DeBenedictis, 762 West Lancaster Avenue, Bryn Mawr, PA 19010

### Officers:

President – Christopher Franklin, 762 West Lancaster Avenue, Bryn Mawr, PA 19010

Vice President – John M. Lihvarcik, 510 Highway 466, Suite 204, Lady Lake, FL 32159

Vice President and Chief Financial Officer – David P. Smeltzer, 762 West Lancaster Avenue, Bryn Mawr, PA 19010

Vice President and Treasurer – Roy H. Stahl, 762 West Lancaster Avenue, Bryn Mawr, PA 19010

Secretary – Maria Gordiany, 762 West Lancaster Avenue, Bryn Mawr, PA 19010

## **EXHIBIT B**

There is currently an ongoing and immediate need for wastewater service in the service territory described in this Application. The Harbor Hills water and wastewater systems acquired by AUF have been operational and continuously providing utility service to customers since 1989. These customers rely on the existing utility system which AUF has purchased to provide wastewater service and there are no other utility systems in the area that are capable of providing the required level of service.

## **EXHIBIT C**

To the best of AUF's knowledge, the provision of the water and wastewater services from these existing facilities is consistent with the goals, objectives and policies of the relevant comprehensive plans approved by the Florida Department of Community Affairs.

The existing water and wastewater systems have been operational and providing water and wastewater services since 1989.

## EXHIBIT D

AUF will provide wastewater service to 144 residential customers and three commercial customers located throughout the proposed service territory by utilizing the existing Harbor Hills wastewater treatment plant which has a design capacity of 0.040 million gallons per day.

The wastewater system currently serves 56 residential customers and 3 general service customers. See Table below:

<b>Wastewater Customers</b>			
	<u>Customers</u>	<u>AWWA</u>	<u>ERCs</u>
<u>Residential</u>			
5/8 X 3/4"	56	1	56
<u>General Service</u>			
5/8 X 3/4"	1	1	1
3/4"	0	1.5	0
1"	0	2.5	0
1 1/2"	1	5.0	5
2"	0	8.0	0
3"	1	16.0	16
	3		22
Total ERCs	59		78

## **EXHIBIT E**

The Harbor Hills water and wastewater systems acquired by AUF have been operational and continuously providing utility service to customers since 1989. The wastewater treatment plant was not permitted to provide reuse services. Furthermore, the size of the plant and the wastewater effluent is not adequate to provide reuse to the public access golf course. Golf course irrigation is provided by surface water.

## **EXHIBIT F**

Attached hereto is evidence that Harbor Hills owns the land where the wastewater facilities.







POLICY NUMBER

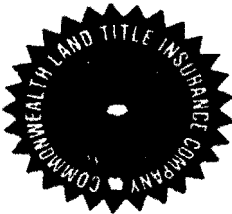
107-839999

### OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and cost, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

IN WITNESS WHEREOF, the Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

*James J. Lynch, Jr.*  
Secretary

By

*Frederick S. Sullivan*  
President

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. (a) Governmental police power.  
(b) Any law, ordinance or governmental regulation relating to environmental protection.  
(c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part.  
(d) The effect of any violation of the matters excluded under (a), (b) or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Date of Policy in those records in which under state statutes deeds, mortgages, lis pendens, liens or other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge: provided, however, that without limitation, such records shall not be construed to include records in any of the offices of federal, state or local environmental protection, zoning, building, health or public safety authorities.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; (e) resulting in loss or damage which would not have been sustained if the insured claimant had value for the estate or interest insured by this policy.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

### 3. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

### 4. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

### 5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

### 6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

Conditions and Stipulations Continued Inside Cover

Issued with Policy No.



**Commonwealth.**  
Land Title Insurance Company

**SCHEDULE A**

Policy No. 107-839999

Effective Date: March 17, 1995 at 8:42 A.M.

File Number 9079U

Amount of Insurance: \$ 1,450,000.00

1. Name of Insured:

Harbor Hills Utilities, L.P., a Delaware Limited Partnership, registered to do business in the State of Florida as Harbor Hills Utilities, Ltd.

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 1351, Page 1646, of the Public Records of Lake County, Florida.

3. The land referred to in this policy is described as follows:

As described on the attached Exhibit "A"

*Note to Scott:  
Taxes are shown as delinquent because as of 3-17-95, the date of the policy, the tax issued had not been resolved.*

Countersigned:

Marybeth L. Pullum

Authorized Officer or Agent

PARCEL NO. 1

Well Site No. 2: That parcel of land depicted as Tract "O" Well Site on the Plat of Harbor Hills Unit 1, a subdivision in Lake County, Florida, according to the plat thereof recorded in Plat Book 30, Pages 13 through 27, inclusive, Public Records of Lake County, Florida, said parcel being subsequently designated as Tract "P" by Surveyor's Affidavit filed to correct certain scrivener's errors and conflicts with Lake County's E911 System, said Affidavit being recorded in Official Records Book 1014, Pages 2259 to 2260, Public Records of Lake County, Florida.

PARCEL NO. 2

Well Site No. 1: A portion of Tract "K", Harbor Hills Unit 1, as recorded in Plat Book 30, Pages 13 through 27, inclusive, Public Records of Lake County, Florida, corrected by Surveyor's Affidavits filed in Official Records Book 1014, Page 2259-2260, and Official Records Book 1067, Pages 239 through 242, Public Records of Lake County, Florida, being more particularly described as follows: For a point of reference, begin at the intersection of the South right-of-way line of Lake Griffin Road and the East line of Section 13, Township 18 South, Range 24 East, as shown in the aforementioned Plat Book 30, at Page 25, proceed thence South  $00^{\circ} 19' 09''$  East along the East line of said Section 13, 235.00 feet to the point of beginning ("P.O.B."). From the P.O.B. thus described, proceed South  $74^{\circ} 31' 53''$  West 80.00 feet; thence North  $15^{\circ} 28' 07''$  West 50.00 feet; thence North  $89^{\circ} 40' 51''$  East to a point on the East line of said Section 13; thence South  $00^{\circ} 19' 09''$  East along said East line to the point of beginning.

Together with a non-exclusive easement for ingress and egress over, upon and across Tract "K", Harbor Hills Unit 1, as recorded in Plat Book 30, Pages 13 through 27, inclusive, Public Records of Lake County, Florida, corrected by Surveyor's Affidavits filed in Official Records Book 1014, Page 2259-2260, and Official Records Book 1067, Pages 239 through 242, Public Records of Lake County, Florida.

## SCHEDULE B

File Number 90790

Policy No. 107-839999

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year 1995 and taxes or assessments which are not shown as existing liens by the public records or which may be levied or assessed subsequent to the date hereof.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.
7. Taxes for the years 1991 and 1992 are delinquent.
8. Access is by private easement as set forth in the Declaration of said plat recorded in Plat Book 30, Page 13, Public Records of Lake County, Florida.
9. Restrictions, covenants, conditions and easements as shown on the Plat of Harbor Hills Unit 1, recorded in Plat Book 30, Pages 13 through 27, inclusive, Public Records of Lake County, Florida.
10. Surveyor's Affidavit recorded in Official Records Book 1014, Page 2259, Public Records of Lake County, Florida.
11. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in the Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 1010, Page 1830, together with the Amendments, as recorded in Official Records Book 1067, Page 2274, and Official Records Book 1125, Page 2244, all in the Public Records of Lake County, Florida.
12. Agreements by and between Lake County, a political subdivision of the State of Florida, its successors and assigns, and the 347 Corporation of Florida, Inc., its successors and assigns, recorded in Official Records Book 1032, Page 280, and Official Records Book 1105, Page 2466, Public Records of Lake County, Florida.
13. Right-of-Way Easement in favor of Sumter Electric Cooperative, Inc., a Florida corporation, its successors and assigns, recorded in Official Records Book 1054, Page 2242, Public Records of Lake County, Florida.
14. Restrictions, covenants and conditions as contained in the Restrictive Covenant recorded in Official Records Book 1150, Page 470, of the Public Records of Lake County, Florida.
15. Reservations in favor of Trustees of the Internal Improvement Fund recorded in Deed Book 220, page 473, Public Records of Lake County, Florida which provide for Mineral Reservations which have been partially released in Official Records Book 1055, Page 1411, and State of Florida road right of way, which has been release in Official Records Book 1045, Page 1894, all in the Public Records of Lake County, Florida.
16. Riparian and litoral rights in and to and title to the portion of the subject property lying below the ordinary high-water (or mean -high-tide) mark of any lake or canal are not insured under the terms of this policy.

Schedule B of this Policy consists of

Pages

## CONDITIONS AND STIPULATIONS

(Continued)

### 7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

### 8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

### 9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

### 10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy,

unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

### 11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

### 12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to Commonwealth Land Title Insurance Company, Eight Penn Center, Philadelphia, Pennsylvania 19103.

REC 13 RECEIVED FOR  
IF 2- EXCISE TAXES  
DOC - JAMES C. WATKINS  
INT - CLERK LAKE CO FL  
BY *BR* D.C.

35 15030

TRUSTEE'S DEED

THIS INDENTURE made this 21<sup>st</sup> day of February, 1995, between THE UNITED STATES OF AMERICA, having an address of c/o Dominic DiNapoli, Special Trustee, Americas Tower, 1177 Avenue of the Americas, New York, New York 10036, party of the first party, and HARBOR HILLS UTILITIES, L.P., a Delaware Limited Partnership, registered to do business in the State of Florida as HARBOR HILLS UTILITIES, LTD., having an address at 350 Bay Street, Suite 1200, Toronto, Ontario Canada M5H 2R6, party of the second part.

BOOK 1051 PAGE 1646

WITNESSETH, that the party of the first part, in consideration of the sum of TEN and 00/100 (\$10.00) Dollars, lawful money of the United States, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Lady Lake, County of Lake and State of Florida, as more particularly described on the Exhibit ~~A~~ attached hereto and made a part hereof (the "Premises").

Title to the Premises was forfeited to the party of the first part pursuant to a Decree of Forfeiture and Order Appointing Special Trustee, dated May 1, 1992, as amended or modified on May 18, 1992 and July 16, 1992, in the United States District Court, Eastern District of New York, Civil Action No. CV-92-2070.

Title to the Premises is being conveyed pursuant to an Order Approving Sales of Certain Real Properties, dated March 25, 1994 by Judge Edward R. Korman in the United States District Court, Eastern District of New York, Civil Action No. CV-92-2070.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described Premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said Premises, including but not limited to all wells, water systems, pumping stations, force mains, filter systems, meters, and equipment used in the operation and maintenance of the water system, now located in or on the premises located at Harbor Hills Golf and Country Club, 6538 Lake Griffin Road, Lady Lake, Florida.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part warrants and covenants to defend title to the Premises against any claim arising from any

RECORDED  
RECORD VERIFIED  
LAKE COUNTY  
FEB 17 1995  
CLERK OF DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

BOOK 1351 PAGE 1647

cloud on title, defects in or claims arising out of the forfeiture process pursuant to which the party of the first part obtained title.

AND the party of the first part specifically warrants and covenants to defend that (i) the party of the first part is lawfully in possession of the Premises, (ii) the party of the first part has the right and authority to sell and convey the Premises, and (iii) the signature appearing on this deed on behalf of the party of the first part in the capacity as indicated on the signature line is properly authorized and binding.

The word "party" shall be construed as if it reads "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN THE PRESENCE OF:

THE UNITED STATE OF AMERICA

Florence V. Lentini  
FLORENCE V. LENTINI  
Printed Name

By: [Signature]  
Dominic DiNapoli,  
Special Trustee

Denise [Signature]  
Denise [Signature]  
Printed Name

STATE OF NEW YORK  
COUNTY OF NEW YORK

The forgoing instrument was acknowledged before me this 21ST day of FEBRUARY, 1995 by Dominic DiNapoli, as Special Trustee on behalf of the United States of America. He is personally known to me, or has produced as identification and did not take an oath.

Rosa E. Doner  
Notary Public State of New York  
My Commission Expires:

(NOTARY SEAL)

(NEU-USA)  
PREPARED BY AND RETURN TO:  
Marybeth L. Pullum  
Pullum & Pullum, P. A.  
P. O. Box 492160  
Leesburg, FL 34749-2160

THE UNITED STATE OF AMERICA  
IS IMMUNE FROM STATE  
TAXATION AND THEREFORE NO  
DOCUMENTARY STAMP TAXES ARE  
BEING PAID ON THIS TRANSFER



ROSA E. DONER  
Notary Public State of New York  
No. 4919171  
Qualified in Suffolk, NY Counties  
Commission Expires February 8, 1996



12:17 SCHULTE ROTH & ZABEL + 212+596+8979  
02/95 10:48 004 728 0003 PULLUM & PULLUM

NO. 255  
007

DOB

EXHIBIT "A"

BOOK 1051 PAGE 1648

PARCEL NO. 1

Well Site No. 2: That parcel of land depicted as Tract "O" Well site on the Plat of Harbor Hills Unit 1, a subdivision in Lake County, Florida, according to the plat thereof recorded in Plat Book 30, Pages 13 through 27, inclusive, Public Records of Lake County, Florida, said parcel being subsequently designated as tract "P" by Surveyor's Affidavit filed to correct certain scrivener's errors and conflicts with Lake County's E911 System, said Affidavit being recorded in Official Records Book 1014, Pages 2259 to 2260, Public Records of Lake County, Florida.

PARCEL NO. 2

Well Site No. 1: A portion of Tract "K", Harbor Hills Unit 1, as recorded in Plat Book 30, Pages 13 through 27, inclusive, Public Records of Lake County, Florida, corrected by Surveyor's Affidavits filed in Official Records Book 1014, Page 2259-2260, and Official Records Book 1067, Pages 239 through 242, Public Records of Lake County, Florida, being more particularly described as follows: For a point of reference, begin at the intersection of the South right-of-way line of Lake Griffin Road and the East line of Section 13, Township 18 South, Range 24 East, as shown in the aforementioned Plat Book 30, at Page 25, proceed thence South 00° 19' 09" East along the East line of said Section 13, 235.00 feet to the point of beginning ("P.O.B."). From the P.O.B. thus described, proceed South 74° 31' 53" West 80.00 feet; thence North 15° 28' 07" West 50.00 feet; thence North 89° 40' 51" East to a point on the East line of said Section 13; thence South 00° 19' 09" East along said East line to the point of beginning.

Together with a non-exclusive easement for ingress and egress over, upon and across Tract "K", Harbor Hills Unit 1, as recorded in Plat Book 30, Pages 13 through 27, inclusive, Public Records of Lake County, Florida, corrected by Surveyor's Affidavits filed in Official Records Book 1014, Page 2259-2260, and Official Records Book 1067, Pages 239 through 242, Public Records of Lake County, Florida.

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed this 21st day of February, 1995 by Harbor Hills Country Club, L.P., a Delaware Limited Partnership, doing business in the State of Florida as Harbor Hills Country Club, Ltd., first party, to Harbor Hills Utilities, L.P., a Delaware Limited Partnership, doing business in the State of Florida as Harbor Hills Utilities, Ltd, whose post office address is 6538 Lake Griffin Road, Lady Lake, FL 32159, second party; (Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, to-wit:

A non-exclusive easement for ingress and egress over, upon and across Tract "K", Harbor Hills Unit 1, as recorded in Plat Book 30, Pages 13 through 27, inclusive, Public Records of Lake County, Florida, corrected by Surveyor's Affidavits filed in Official Records Book 1014, Page 2259-2260, and Official Records Book 1067, Pages 239 through 242, Public Records of Lake County, Florida

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

HARBOR HILL COUNTRY CLUB, L.P.,  
a Delaware limited partnership,  
doing business in the State of  
Florida as HARBOR HILLS  
COUNTRY CLUB, LTD.  
6538 Lake Griffin Road  
Lady Lake, FL 32159

Marcia L. Haliday  
MARCIA L. HALIDAY

By: R. Scott Hutcheson  
R. Scott Hutcheson,  
Assistant Vice-President  
H.H.C.C., Inc.  
General Partner

Mary B. Meadows  
Mary B. Meadows

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 16th day of March, 1995, by R. Scott Hutcheson, Assistant Vice-President of H.H.C.C., Inc., General Partner of Harbor Hills Country Club, L.P., a Delaware limited partnership,

RECORDED  
RECORD VERIFIED  
MAR 21 1995  
CLERK

doing business in the State of Florida as Harbor Hills Country Club, Ltd. He is personally known to me and did not take an oath.

*Mary B. Meadows*  
Notary Public, Florida  
My Commission Expires:

BOOK 1352 PAGE 1645

BY/RETURN TO:  
Marybeth L. Pullum  
Pullum, P. A.  
Box 492160  
Lecomm, Florida 34749-2160  
(HNU-QCD)

OFFICIAL NOTARY SEAL  
MARY B MEADOWS  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC266269  
MY COMMISSION EXP. MAR. 21, 1997

## EXHIBIT G

AUF is a wholly owned subsidiary of Aqua America, Inc. Aqua America is based in Bryn Mawr, Pennsylvania and is one of the largest publicly traded water and wastewater utilities based in the United States. The proposed acquisition would place the water and wastewater operations of the Harbor Hills water and wastewater system in the hands of an experienced company and industry leader whose sole focus is the provision of high quality water and wastewater service at reasonable prices. The Buyer will fulfill the commitments, obligations and representations of Harbor Hills.

### **Size and Financing Capability**

The Harbor Hills customers will be served by a large, fiscally sound company that has the capability to finance necessary capital additions. To illustrate, as of December 31, 2009, Aqua America had assets totaling approximately \$3.8 billion, with stockholder equity of approximately \$1.1 billion. As the Commission is well aware, the need to comply with increasingly stringent water quality and environmental standards, while rehabilitating and replacing aging infrastructure, has created substantial demands for capital investment by water and wastewater utilities. Aqua America has become a leader in the area of infrastructure replacement. This undertaking is critically important, not only to assure high quality water service but also to maintain adequate pressures for fire protection purposes. Because of its size, access to capital and recognized strength in system planning, capital budgeting and construction management, Aqua America and its subsidiaries are uniquely well-positioned to provide high quality water and wastewater service. In addition, because of its outstanding credit quality, Aqua America can access the capital markets on favorable terms.

### **Economies of Scale**

As one of the largest publicly traded water and wastewater utility systems based in the United States, Aqua America enjoys substantial economies of scale and scope through mass purchasing of certain goods (e.g. chemicals and equipment) and the provision of centralized service (e.g., the system-wide administration of an employee pension and benefit plan). The acquisition of the Harbor Hills Systems presents a further opportunity to extend these economies to the Harbor Hills customers in such areas as accounting and record keeping, financial and regulatory reporting, customer billing and accounting and customer service.

### **Commitment to Customer Service**

Aqua America is totally committed to providing its customers with the highest quality service at the lowest price. In addition, Aqua America and its subsidiaries have worked in partnership with State and local officials to address the problems faced by smaller systems that may lack the financial and/or technical resources needed to comply with evolving water quality standards. As part of the Aqua America family, the Harbor Hills Systems should be able to pursue these opportunities.

## **EXHIBIT H**

AUF's detailed financial statements are supplied in its current Annual Report on file with the Florida Public Service Commission.

## **EXHIBIT I**

Funding for the acquisition of the Harbor Hills Systems was provided through Aqua America, Inc.

## **EXHIBIT J**

Exhibit J is a composite schedule showing the projected cost of the wastewater system by uniform system of accounts (USOA) account numbers pursuant to Rule 25-30.115, Florida Administrative Code. In addition, Exhibit J contains a schedule showing the operating expenses of the wastewater system by USOA account numbers when approximately 80% of the design capacity of the system is being utilized, and the original cost study.

Aqua Utilities Florida, Inc.  
Docket No.  
**Harbor Hills - Wastewater**

**2014**

Wastewater	
Utility Plant in Service (UPIS)	\$ 1,356,130.38
Accumulated Depreciation	\$ (1,328,130.38)
<b>Net Book Value of Utility Plant</b>	<b>\$ 28,000.00</b>
<b>Rate Base</b>	<b>\$ 28,000.00</b>
7.53% Rate of Return approved by FPSC	\$ 2,108.40
Operation and Maintenance Expense:	\$ 57,768.22
Depreciation	\$ 2,000.00
Amortization	\$ -
Taxes Other than Income	\$ 2,587.93
Income Taxes	\$ 698.64
Total Operating Expenses	\$ 63,054.79
7.53% Rate of Return approved by FPSC	\$ 2,108.40
Revenue Requirement	\$ 65,163.19

Wastewater

BFC allocation at 50% per AUF Final Order	\$ 32,581.59
ERCs in 2014	1,776
<b>Base Facility Charge</b>	<b>\$ 18.35</b>
Gallage allocation at 50%	\$ 32,581.59
Gallons in 2014	7,195.49
<b>Gallage Charge</b>	<b>\$ 4.53</b>
Proposed Residential Bill at 5,000 gallons	\$ 40.99



**Wastewater Rates:**

**Residential**

**Base Facility Charge:**

All meter sizes \$ 18.35

**Gallonage Charge:**

Per thousand gallons \$ 4.53  
(gallonage cap of 6,000)

**General Service**

5/8" X 3/4" \$ 18.35

3/4" \$ 27.52

1" \$ 45.86

1-1/2" \$ 91.73

2" \$ 146.76

3" \$ 293.53

4" \$ 458.64

6" \$ 917.27

8" \$ 1,467.64

10" \$ 2,109.73

**Gallonage Charge:**

Per thousand gallons \$ 5.43

Aqua Utilities Florida, Inc.  
Docket No.  
**Harbor Hills - Wastewater**

Year	2009	2010	2011	2012	2013	2014	2015
Added customers in ERCs		0	17	18	18	17	18
Existing ERCs from previous year		78	78	95	113	131	148
Total for each yr		78	95	113	131	148	166
Utility Plant in Service (UPIS)	\$ 1,356,130	\$ 1,356,130	\$ 1,356,130	\$ 1,356,130	\$ 1,356,130	\$ 1,356,130	\$ 1,356,130
Accumulated Depreciation	\$ (1,318,130)	\$ (1,320,130)	\$ (1,322,130)	\$ (1,324,130)	\$ (1,326,130)	\$ (1,328,130)	\$ (1,330,130)
Contributions in Aid of Construction (CIAC)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accumulated Amortization of CIAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Net Book Value of Utility Plant</b>	\$ 38,000	\$ 36,000	\$ 34,000	\$ 32,000	\$ 30,000	\$ 28,000	\$ 26,000
<b>Rate Base</b>	\$ 38,000	\$ 36,000	\$ 34,000	\$ 32,000	\$ 30,000	\$ 28,000	\$ 26,000
7.53% Rate of Return approved by FPSC	\$ 2,861	\$ 2,711	\$ 2,560	\$ 2,410	\$ 2,259	\$ 2,108	\$ 1,958
Revenue:	\$ -	\$ 25,440	\$ 31,200	\$ 37,920	\$ 45,120	\$ 55,200	\$ 55,200
<u>Operation and Maintenance Expense:</u>							
Salaries & Wages - Employees	\$ 641	\$ 657	\$ 674	\$ 691	\$ 708	\$ 726	\$ 745
Salaries & Wages - Officers, Exec.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Pensions & Benefits	\$ 996	\$ 1,075	\$ 1,161	\$ 1,254	\$ 1,354	\$ 1,463	\$ 1,580
Purchased Sewage Treatment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sludge Removal Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased Power	\$ 4,560	\$ 8,469	\$ 10,314	\$ 12,269	\$ 14,223	\$ 16,069	\$ 16,069
Fuel for Power Production	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chemicals	\$ 1,020	\$ 1,905	\$ 2,333	\$ 2,791	\$ 3,253	\$ 3,696	\$ 3,717
Materials & Supplies	\$ 6,296	\$ 6,331	\$ 6,367	\$ 6,402	\$ 6,438	\$ 6,474	\$ 6,511
Contractual Services - Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services - Accounting	\$ 82	\$ 82	\$ 83	\$ 83	\$ 84	\$ 84	\$ 85
Contractual Services - Legal	\$ 2,639	\$ 2,719	\$ 2,800	\$ 2,884	\$ 2,971	\$ 3,060	\$ 3,152
Contractual Services - Mgmt. Fees	\$ 4,450	\$ 8,264	\$ 10,066	\$ 11,973	\$ 13,880	\$ 15,681	\$ 17,588
Contractual Services - Testing	\$ 6,824	\$ 6,862	\$ 6,901	\$ 6,939	\$ 6,978	\$ 7,017	\$ 7,057
Contractual Services - Other	\$ 994	\$ 1,000	\$ 1,005	\$ 1,011	\$ 1,016	\$ 1,022	\$ 1,028
Rental of Building/Real Prop.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation Expenses	\$ 460	\$ 463	\$ 466	\$ 468	\$ 471	\$ 473	\$ 476
Insurance - Vehicle	\$ 709	\$ 713	\$ 735	\$ 757	\$ 779	\$ 803	\$ 827
Insurance - General Liability	\$ 252	\$ 253	\$ 255	\$ 256	\$ 258	\$ 259	\$ 260
Insurance - Workman's Comp.	\$ 31	\$ 31	\$ 31	\$ 32	\$ 32	\$ 32	\$ 32
Insurance - Other	\$ 78	\$ 78	\$ 79	\$ 79	\$ 80	\$ 80	\$ 81
Advertising Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reg. Comm. Exp. - Rate Case Amort.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reg. Comm. Exp. - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bad Debt Expense	\$ -	\$ 382	\$ 468	\$ 569	\$ 677	\$ 828	\$ 828
Miscellaneous Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O&M Expenses	\$ 30,032	\$ 39,285	\$ 43,737	\$ 48,458	\$ 53,202	\$ 57,768	\$ 60,034
Depreciation	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes Other than Income	\$ 104	\$ 1,249	\$ 1,508	\$ 1,810	\$ 2,134	\$ 2,588	\$ 2,588
Income Taxes	\$ -	\$ 885	\$ 838	\$ 792	\$ 745	\$ 699	\$ 652
Total Operating Expenses	\$ 32,136	\$ 43,419	\$ 48,083	\$ 53,060	\$ 58,082	\$ 63,055	\$ 65,274
7.53% Rate of Return approved by FPSC	\$ 2,861	\$ 2,711	\$ 2,560	\$ 2,410	\$ 2,259	\$ 2,108	\$ 1,958
Revenue Requirement	\$ 34,998	\$ 46,129	\$ 50,643	\$ 55,469	\$ 60,341	\$ 65,163	\$ 67,232
<b>Cost Per ECR/ per month</b>	<b>37.39</b>	<b>49.28</b>	<b>44.42</b>	<b>40.91</b>	<b>38.38</b>	<b>36.69</b>	<b>33.75</b>



Wastewater Usage  
Per MORs - (000)

78

	Total	Average	customers Max per customer
Jan-09	282	9	3.6154
Feb-09	207	7	2.6538
Mar-09	231	7	2.9615
Apr-09	200	7	2.5641
May-09	170	5	2.1795
Jun-09	139	5	1.7821
Jul-09	173	6	2.2179
Aug-09	173	6	2.2179
Sep-09	176	6	2.2564
Oct-09	230	7	2.9487
Nov-09	185	6	2.3718
Dec-09	168	5	2.1538
Jan-10	191	6	2.4487
Feb-10	470	17	6.0256
Mar-10	387	12	4.9615
Apr-10	212	7	2.7179

For 12 month period  
Average per customer

4.051515

Water Rate Base	\$ 570,767.27
Percent paid with debt	\$ 221,457.70
Debt cost	0.051
Interest	\$ 11,294.34
NOI less interest	\$ 62,876.55
Income Tax	\$ 25,779.38
Wastewater Rate Base	38000
Percent paid with debt	14744
Debt cost	0.051
Interest	751,944
NOI less interest	\$ (32,888)
Income Tax	\$ (13,484.13)

<b>Aqua Utilities Florida, Inc. Harbor Hills - Water</b>	Commission Approved Revenue Requirement	Staff Number of ERCs	Cost per ERC	Harbor Hills Estimated Revenue Requirement 2014	Harbor Hills ERCs 2014	Total Cost per ERC 2014	Difference
<b>Water</b>							
With wastewater allocation (Without Chuluota)	\$ 8,651,295.88	191,838	\$ 45.10	\$ 333,567.26	10,084	\$ 44.50	\$ (0.60)
Without wastewater allocation (without Chuluota)	\$ 8,072,847.00	191,838	\$ 42.08	\$ 333,567.26	10,084	\$ 41.63	\$ (0.45)
With wastewater allocation (With Chuluota)	\$ 9,561,835.88	208,626	\$ 45.83	\$ 333,567.26	10,084	\$ 45.24	\$ (0.59)
Without wastewater allocation (with Chuluota)	\$ 8,983,387.00	208,626	\$ 43.06	\$ 333,567.26	10,084	\$ 42.60	\$ (0.46)
Chuluota - stand alone	\$ 910,540.00	16,788	\$ 54.24	N/A	N/A	N/A	

<b>Aqua Utilities Florida, Inc. Harbor Hills - Wastewater</b>	Commission Approved Revenue Requirement	Staff Number of ERCs	Cost per ERC	Harbor Hills Estimated Revenue Requirement 2014	Harbor Hills ERCs 2014	Total Cost per ERC 2014	Difference
<b>Wastewater</b>							
With wastewater re-allocation (Without Chuluota)	\$ 4,968,694.12	73,658	\$ 67.46	\$ 65,163.19	1776	\$ 66.73	\$ (0.72)
Without wastewater re-allocation (without Chuluota)	\$ 5,547,143.00	73,658	\$ 75.31	\$ 65,163.19	1776	\$ 74.40	\$ (0.91)
With wastewater allocation (With Chuluota)	\$ 6,164,128.00	82,016	\$ 75.16	\$ 65,163.19	1776	\$ 74.34	\$ (0.82)
Without wastewater allocation (with Chuluota)	\$ 6,164,128.00	82,016	\$ 75.16	\$ 65,163.19	1776	\$ 74.34	\$ (0.82)
Chuluota - stand alone	\$ 616,985.00	8,358	\$ 73.82	N/A	N/A	N/A	

<b>Aqua Utilities Florida, Inc. Harbor Hills - Combined</b>	Commission Approved Revenue Requirement	Staff Number of ERCs	Cost per ERC	Harbor Hills Estimated Revenue Requirement 2014	Harbor Hills ERCs 2014	Total Cost per ERC 2014	Difference
<b>Combined Water &amp; Wastewater</b>							
With wastewater allocation (Without Chuluota)	\$ 13,619,990.00	265,496	\$ 112.55	\$ 398,730.45	11860	\$ 111.23	\$ (1.32)
Without wastewater allocation (without Chuluota)	\$ 13,619,990.00	265,496	\$ 117.39	\$ 398,730.45	11860	\$ 116.03	\$ (1.36)
With wastewater allocation (With Chuluota)	\$ 15,725,963.88	290,642	\$ 120.99	\$ 398,730.45	11860	\$ 119.59	\$ (1.40)
Without wastewater allocation (with Chuluota)	\$ 15,147,515.00	290,642	\$ 118.22	\$ 398,730.45	11860	\$ 116.94	\$ (1.28)
Chuluota - stand alone	\$ 1,527,525.00	25,146	\$ 128.06	N/A	N/A	N/A	

**Harbor Hills  
Wastewater Rate Base at Acquisition**

**Purchase Price** \$ **38,000 (a)**  
 Debit to A/C # 104000  
 Credit to A/C # 923390

	<b>Sewer</b>	<b>Total</b>
Utility Plant in Service-Purchased	1,316,130.38	1,316,130.38
Land	10,000.00	10,000.00
Accumulated Depreciation-Purchased	(1,316,130.38)	(1,316,130.38)
<b>Net Plant</b>	<u>10,000.00</u>	<u>10,000.00</u>

Utility Plant in Service - Post Acquisition	30,000.00	30,000.00
Accum Depr	(2,000.00)	(2,000.00)
<b>Net Plant Added</b>	<u>28,000.00</u>	<u>28,000.00</u>
<b>Rate Base NET</b>	<u><b>38,000.00</b></u>	<u><b>38,000.00</b></u>

Purchase Price	<u>38,000.00</u>
Acquisition Adj.	<u>-</u>

(a) Purchase price will be equal to net Rate Base established by Florida Public Service Commission.

**HARBOR HILLS WASTEWATER - ASSETS ACQUISITION PLUS ADDITIONS SINCE ACQUISITION**  
**Fixed Assets and Accumulated Depreciation at 12-31-09 (Acquisition Date) and Additions Since Acquisition (2010)**

P/A #	Group	Depreciation	Deprec. Lives	Date in Service	Book Cost	Years in Serv @ Acq.	Accumulated Depreciation	Net UPIS	Monthly Expense	Annual Dep. Expense
<b>WATER</b>										
<b>WASTEWATER</b>										
353	LAND	Land - Treatment & Disposal Plant	N/A	Aug-89	10,000.00	11.333		10,000.00	N/A	
					10,000.00		-	10,000.00	-	-
380	TREATMENT & DISPOSAL EQUIPMENT									
		Mobilization / Demobilization	15	Aug-89	9,130.81	20.333	12,377.32	(3,246.51)	50.73	608.72
		Erosion and Sedimentation Control	15	Aug-89	9,599.16	20.333	13,012.19	(3,413.03)	53.33	639.94
		Clearing and Grubbing	15	Aug-89	1,919.83	20.333	2,602.43	(682.61)	10.67	127.99
		Control Building - 10 ft x 10 ft.	15	Aug-89	7,199.37	20.333	9,759.15	(2,559.78)	40.00	479.96
		Influent PS Complete - Submain Stations	15	Aug-89	95,991.61	20.333	130,121.96	(34,130.35)	533.29	6,399.44
		Tankage excavation; install stone base	15	Aug-89	1,526.26	20.333	2,068.94	(542.67)	8.48	101.75
		40,000 gpd steel package plant system - new	15	Aug-89	182,384.05	20.333	247,231.72	(64,847.66)	1,013.24	12,158.94
		Tankage backfill and compaction	15	Aug-89	647.94	20.333	878.33	(230.38)	3.60	43.20
		Tankage walkway railing and access steps	15	Aug-89	-	20.333	-	-	-	-
		Yard Piping	15	Aug-89	9,599.16	20.333	13,012.19	(3,413.03)	53.33	639.94
		Gas Chlorine Disinfection	15	Aug-89	4,799.58	20.333	6,506.10	(1,706.52)	26.66	319.97
		Gravity Discharge Line to perc ponds	15	Aug-89	7,199.37	20.333	9,759.15	(2,559.78)	40.00	479.96
		Perc Ponds Earthwork Cut	15	Aug-89	6,373.84	20.333	8,640.09	(2,266.25)	35.41	424.92
		Perc Ponds Earthwork Fill and Compact	15	Aug-89	12,958.86	20.333	17,566.46	(4,607.60)	71.99	863.92
		Site Chain Ling Fencing	15	Aug-89	92,151.94	20.333	124,917.08	(32,765.14)	511.96	6,143.46
		Electrical Service, transformer, and site electrical	15	Aug-89	95,991.61	20.333	130,121.96	(34,130.35)	533.29	6,399.44
		Generator - 125 KW	15	Aug-89	36,476.81	20.333	49,446.34	(12,969.53)	202.65	2,431.79
		Driveway	15	Aug-89	9,599.16	20.333	13,012.19	(3,413.03)	53.33	639.94
		Restoration	15	Aug-89	4,799.58	20.333	6,506.10	(1,706.52)	26.66	319.97
354	Lift Station-Fencing		30	Aug-89	199,620.56	20.333	135,298.38	64,322.18	554.50	6,654.02
360	8" PVC Gravity (0'-6' Deep)		45	Aug-89	243,137.85	20.333	109,862.29	133,275.56	450.26	5,403.06
361	4" Double Sanitary Lateral		45	Aug-89	28,310.99	20.333	12,792.37	15,518.61	52.43	629.13
361	4" Force Main		45	Aug-89	17,965.85	20.333	8,117.90	9,847.95	33.27	399.24
362	Manhole 4-6		30	Aug-89	14,053.29	20.333	9,525.01	4,528.28	39.04	468.44
362	Manhole 6-8		30	Aug-89	15,809.95	20.333	10,715.63	5,094.32	43.92	527.00
362	Manhole 8-10		30	Aug-89	1,756.66	20.333	1,190.63	566.04	4.88	58.56
362	Manhole 10-12		30	Aug-89	3,513.32	20.333	2,381.25	1,132.07	9.76	117.11
371	Lift Station		18	Aug-89	199,620.56	20.333	225,497.30	(25,876.74)	924.17	11,090.03
371	Lift Station-Electric		18	Aug-89	3,992.41	20.333	4,509.95	(517.53)	18.48	221.80
<b>Total Wastewater Plant In Service</b>					<b>1,316,130.38</b>		<b>1,317,430.38</b>	<b>(1,300.00)</b>	<b>5,399.30</b>	<b>64,791.66</b>





## **EXHIBIT K**

AUF's current capital structure was approved by the Commission in Order No. PSC-09-0385-FOF-WS. This Commission-approved capital structure and resulting rate of return was used in determining the appropriate wastewater service rates in the rate analysis.

Note that the wastewater system has been installed and operational since 1989.

## **EXHIBIT L**

Attached as Appendix I is a detailed system map for wastewater which includes the showing of the township, range, and section. The map also includes the territorial legal description, and the existing lines and facilities of the Harbor Hills wastewater system.

## **EXHIBIT M**

Exhibit M will be a late-filed exhibit consisting of an affidavit that the Notice of Actual Application ("Notice") was given in accordance with Sections 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the entities on the Notice List attached hereto.

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY  
(VALID FOR 60 DAYS)  
12/29/2010 - 02/26/2011**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>LAKE COUNTY</u>	
AQUA UTILITIES FLORIDA, INC. (WS881) 2228 CAPITAL CIRCLE N.E., SUITE 1A TALLAHASSEE, FL 32308-4306	TROY RENDELL (850) 575-8500
BRENDENWOOD WATER SYSTEM, INC. (WU020) 3153 PENWA COURT LONGWOOD, FL 32779-3109	DEBORAH J. DAY BRACELAND (352) 383-7908
CENTURY ESTATES UTILITIES, INC. (WU725) P. O. BOX 1234 APOPKA, FL 32704-1234	JOSEPH LINARTAS (352) 787-0732
COLINA BAY WATER COMPANY, LLC (WU900) 161 EGLINTON AVENUE EAST, SUITE 600 TORONTO, ONTARIO M4P 1J5 CANADA,	SHELDON FENTON (416) 440-2904 EXT 220
CWS COMMUNITIES LP (WU839) 14 CORAL STREET EUSTIS, FL 32726-6710	MICHAEL MATHISEN (352) 589-1190
HARBOR HILLS UTILITIES, L.P. (WU727) 6538 LAKE GRIFFIN ROAD LADY LAKE, FL 32159-2900	ADAM RICH (352) 753-7000
HIDDEN VALLEY SPE LLC D/B/A ORANGE LAKE (WS892) 15840 STATE ROAD 50, LOT 32 CLERMONT, FL 34711-8715	GARY MORSE (352) 382-3414
LAKE UTILITY SERVICES, INC. (WU553) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919 EXT 1359
LAKE UTILITY SERVICES, INC. (WS641) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919 EXT 1359
LAKE YALE TREATMENT ASSOCIATES, INC. (WS823) 38141 MAYWOOD BAY DRIVE LEESBURG, FL 34788-8134	DANNY ELLIS (352) 589-9214
OAK SPRINGS, LLC (WU875) 1886 CANOVA STREET S. PALM BAY, FL 32909-2931	MICHAEL CAMPBELL (321) 837-0565

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY  
(VALID FOR 60 DAYS)  
12/29/2010 - 02/26/2011**

UTILITY NAME

MANAGER

LAKE COUNTY

PINE HARBOUR WATER UTILITIES, LLC (WU921)  
P. O. BOX 447  
FRIUTLAND PARK, FL 34731-0447

SANDRA S. WESSON  
(352) 787-2944

RAINTREE UTILITIES, INC. (WU663)  
P. O. BOX 1840  
EUSTIS, FL 32727-1840

KEITH J. SHAMROCK  
(352) 357-0250

SHANGRI-LA BY THE LAKE UTILITIES, INC. (WS728)  
1214 WEST IL ROUTE 72  
LEAF RIVER, IL 61047-9614

MERTIS L. WERNER  
(616) 887-8888

SOUTHLAKE UTILITIES, INC. (WS638)  
2215 RIVER BLVD.  
JACKSONVILLE, FL 32204-4647

WILLIAM J. DEAS  
(904) 387-9292

SUN COMMUNITIES FINANCE, LLC D/B/A WATER OAK UTILITY (WS755)  
THE AMERICAN CENTER  
27777 FRANKLIN ROAD, SUITE 200  
SOUTHFIELD, MI 48034-8205

JIM HOEKSTRA  
(248) 208-2554

TLP WATER, INC. (WU924)  
12315 U.S. HIGHWAY 441  
TAVARES, FL 32778-4515

WILLIAM CAREY  
(352) 450-1706

UTILITIES, INC. OF PENNBROOKE (WS861)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN  
(407) 869-1919 EXT 1359

W.B.B. UTILITIES, INC. (WU639)  
4223 BAIR AVENUE  
FRUITLAND PARK, FL 34731-5618

RICHARD S. BAIR  
(352) 787-3107

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY  
(VALID FOR 60 DAYS)  
12/29/2010 - 02/26/2011**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

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

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

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

DEP SOUTHWEST DISTRICT  
13051 N. TELECOM PARKWAY  
TEMPLE TERRACE, FL 33637-0926

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

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

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

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

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

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

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

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY  
(VALID FOR 60 DAYS)  
12/29/2010 - 02/26/2011**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

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

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

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

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

MAYOR, TOWN OF HOWEY-IN-THE-HILLS  
P. O. BOX 128  
HOWEY-IN-THE-HILLS, FL 34737-0128

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

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

ST. JOHNS RIVER UTILITY, INC.  
P.O. BOX 77  
ASTOR, FL 32102

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



**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY  
(VALID FOR 60 DAYS)  
12/29/2010 - 02/26/2011**

UTILITY NAME

STATE OFFICIALS

MANAGER

OFFICE OF PUBLIC COUNSEL  
111 WEST MADISON STREET  
SUITE 812  
TALLAHASSEE, FL 32399-1400

OFFICE OF COMMISSION CLERK  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850

## **EXHIBIT N**

Exhibit N will be a late-filed Affidavit that the Notice of Actual Application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to customers of the system.

## **EXHIBIT P**

Exhibit P contains the original wastewater tariffs containing all rates, classifications, charges, rules and regulations. Also, included as part of this Application are two (2) additional copies of the original wastewater tariffs.

**INDEX OF RATE SCHEDULES**

EF = Effluent Service  
RE = Reuse Service

GS = General Service  
RS = Residential Service

MF = Multi-family Master Meter  
RWO = Residential Wastewater Only  
GWO = General Service Wastewater Only

<b><u>Plant</u></b>	<b><u>County</u></b>	<b><u>Schedules</u></b>	<b><u>Sheet Nos.</u></b>
<b><u>Group 1</u></b>			
King's Cove	Lake	RS, GS/MF, RWO, GWO	10.1, 10.2, 10.3, 10.4
Leisure Lakes	Highlands	RS, GS/MF, RWO, GWO	10.1, 10.2, 10.3, 10.4
Summit Chase	Lake	RS, GS/MF, RWO, GWO	10.1, 10.2, 10.3, 10.4
Valencia Terrace	Lake	RS, GS/MF, RWO, GWO	10.1, 10.2, 10.3, 10.4
<b><u>Group 2</u></b>			
Arredondo	Alachua	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
Holiday Haven	Lake	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
Jasmine Lakes	Pasco	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
Lake Suzy	DeSoto/Charlotte	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
Morningview	Lake	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
Palm Port	Putnam	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
Palm Terrace	Pasco	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
Park Manor	Putnam	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
Silver Lake Oaks	Putnam	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
South Seas	Lee	RS, GS/MF, RWO, RE	20.1, 20.2, 20.3, 20.4, 20.5
Sunny Hills	Washington	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
The Woods	Sumter	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
Venetian Village	Lake	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
Zephyr Shores	Pasco	RS, GS/MF, RWO, GWO	20.1, 20.2, 20.3, 20.4
<b><u>Group 3</u></b>			
Beecher's Point	Putnam	RS, GS/MF, RWO, GWO	30.1, 30.2, 30.3, 30.4
Jungle Den	Volusia	RS, GS/MF, RWO, GWO	30.1, 30.2, 30.3, 30.4
Lake Gibson Estates	Polk	RS, GS/MF, RWO, GWO	30.1, 30.2, 30.3, 30.4
Rosalie Oaks	Polk	RS, GS/MF, RWO	
<b><u>Group 4</u></b>			
Florida Central Commerce Park	Seminole	RS, GS, RWO, GWO, EF	40.1, 40.2, 40.3, 40.4, 40.5
Village Water	Polk	RS, GS, RWO, GWO	40.1, 40.2, 40.3, 40.4
<b><u>Stand Alone</u></b>			
Breeze Hill	Polk	RS, GS	50.1, 50.2
Chuluota	Seminole	RS, GS/MF, RWO	60.1, 60.2, 60.3
Fairways	Lake	RS, GS	70.1, 70.2
Harbor Hills	Lake	RS, GS	75.1, 75.2
Peace River Heights	Hardee	RS, GS	80.1, 80.2

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**RATE SCHEDULE: HARBOR HILLS**  
**GENERAL SERVICE (GS) and MULTI-FAMILY (MF)**

**AVAILABILITY:** Available throughout the area served by the Company in the Harbor Hills service area of Lake County.

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

**LIMITATIONS:** Subject to all of the Company's 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"	\$18.35
3/4"	\$27.52
1"	\$45.86
1-1/2"	\$91.73
2"	\$146.76
3"	\$293.53
4"	\$458.64
6"	\$917.27
8"	\$1,467.64
10"	\$2,109.73

**GALONAGE CHARGE:** Per 1,000 gallons \$ 5.43

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Original in Existence

**EFFECTIVE DATE:**

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**Jack Lihvarcik**  
**Chief Operating Officer**

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RATE SCHEDULE: HARBOR HILLS  
RESIDENTIAL SERVICE (RS)

**AVAILABILITY:** Available throughout the area served by the Company in the Harbor Hills service area of Lake County.

**APPLICABILITY:** For wastewater service for all purposes in private residences and individually metered apartment units.

**LIMITATIONS:** Subject to all of the Company's 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 Meter Sizes	\$ 18.35

**GALONAGE CHARGE:** Per 1,000 gallons \$ 4.53

**MINIMUM CHARGE:** Base Facility Charge.

**TERMS OF PAYMENT:** Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the Customer separate and apart from any other bill, service may then be discontinued.

**TYPE OF FILING:** Original in Existence

**EFFECTIVE DATE:**

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Jack Lihvarcik  
Chief Operating Officer

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INDEX OF MISCELLANEOUS SECTION

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<b>Customer Deposit</b> .....	3.0 - 3.2
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Breeze Hill in Polk County .....	2.5
Fairways in Lake County .....	2.8
Harbor Hills in Lake County .....	2.9
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Customer's Guarantee Deposit and/or Service Charge Receipt .....	7.0
Requirements for Reclaimed Water Service .....	9.0
Sample of Customer Bill .....	6.0
Service Availability Fees Receipt .....	8.0

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**MISCELLANEOUS SERVICE CHARGES**

**APPLICABILITY:** For the following services to all Customers within the system of Harbor Hills in Lake County.

1. **Initial Connection** - This charge would be levied for service initiation at a location where service did not exist previously.
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4. **Premise Visit Charge (In Lieu Of Disconnection)** - This charge would 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.

If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

**CHARGES:**

<u>Type of Service</u>	<u>Normal Hours</u>
Initial Connection	\$15.00
Normal Reconnection	\$15.00
Violation Reconnection	Actual Cost
Premises Visit (in lieu of disconnection)	\$15.00

**TYPE OF FILING** Original in Existence

**EFFECTIVE DATE**

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**Jack Lihvarcik  
Chief Operating Officer**



Original Tariff

**TWO (2) COPIES OF  
ORIGINAL SAMPLE TARIFF SHEETS**

DOCUMENT NUMBER-DATE

00204 JAN-7 =

FPSC-COMMISSION CLERK

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**INDEX OF RATE SCHEDULES**

EF = Effluent Service  
RE = Reuse Service

GS = General Service  
RS = Residential Service

MF = Multi-family Master Meter  
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**EFFECTIVE DATE:**

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**Jack Lihvarcik  
Chief Operating Officer**

RATE SCHEDULE: HARBOR HILLS

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Jack Lihvarcik  
Chief Operating Officer

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PSC

**John Lihvarcick**  
**Chief Operating Officer**

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**MISCELLANEOUS SERVICE CHARGES**

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**Jack Lihvarcik**  
**Chief Operating Officer**