

# Holland & Knight

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October 25, 2012

*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: Joint Application for Expedited Approval of Transfer of Aqua Utilities Florida, Inc.'s Water and Wastewater Facilities Serving the Arredondo Farms Mobile Home Park in Alachua County, Florida to Yes Companies, LLC, an exempt entity under Section 367.022(5), Florida Statutes*

Dear Ms. Cole:

Enclosed for filing are the following:

1. The original and five (5) copies of Aqua Utilities Florida, Inc.'s and YES Companies, LLC's Joint Application for Expedited Approval of Transfer of Aqua Utilities Florida, Inc.'s Water and Wastewater Facilities Serving the Arredondo Farms Mobile Home Park in Alachua County, Florida to Yes Companies, LLC, an exempt entity under Section 367.022(5), Florida Statutes; and
3. A check in the amount of \$1,500.00 for filing fees (\$750.00 for the wastewater system and \$750.00 for the water system), which is appended to the Joint Application as Attachment "2".

COM	_____
AFD	_____ 2 _____
MPA	_____
BCO	_____
BNG	_____
GCL	_____
IDM	_____
TBL	_____
CLK	_____

Ann Cole  
October 25, 2012  
Page 2

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: David Bernstein, Esq.  
Kimberly A. Joyce, Esq.  
William Dickerson, Esq.  
Patricia Daniel

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Joint Application for Expedited Approval of Transfer of Aqua Utilities Florida, Inc.'s Water and Wastewater Facilities Serving the Arredondo Farms Mobile Home Park in Alachua County, Florida to Yes Companies, LLC, an exempt entity under Section 367.022(5), Florida Statutes

Docket No. 120272-WS

Filed: October 25, 2012

**JOINT APPLICATION FOR EXPEDITED APPROVAL OF TRANSFER OF AQUA UTILITIES FLORIDA, INC.'S WATER AND WASTEWATER FACILITIES SERVING ARREDONDO FARMS MOBILE HOME PARK IN ALACHUA COUNTY, FLORIDA TO YES COMPANIES, LLC, AN EXEMPT ENTITY UNDER SECTION 367.022(5), FLORIDA STATUTES**

Aqua Utilities Florida, Inc. ("AUF"), and YES Companies, LLC, a Delaware limited liability company ("YES") (jointly referred to herein as "Joint Applicants") respectfully request that the Commission approve on an expedited basis the transfer of AUF's water and wastewater systems serving the Arredondo Farms mobile home park ("Arredondo Farms MHP") in Alachua County, Florida to YES, an entity exempt from Commission regulation under Section 367.022(5), Florida Statutes.

**The Landlord/Tenant Exemption**

Section 367.022(5), Florida Statutes expressly exempts from Commission utility regulation "Landlords providing service to their tenants without specific compensation for the service." YES owns the Arredondo Farms MHP and in its capacity as landlord rents all lots in the park to its tenants. Subject to approval of the Commission, YES has agreed to purchase all of AUF's water and wastewater facilities serving the Arredondo Farms MHP, and thereafter will provide all water and wastewater services to its Arredondo Farms MHP tenants without specific compensation for such services. Therefore, YES' operation of the water and wastewater facilities

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it acquires from AUF will be exempt from Commission regulation pursuant to Section 367.022(5), Florida Statutes.

**The Application**

The Joint Applicants have completed the Commission's application form for the transfer of utility facilities, and the original and five (5) copies of the completed application are appended hereto as **Composite Attachment "1"**. The completed application includes all of the information required by Rule 25-30.037, Florida Administrative Code. Appended hereto as **Attachment "2"** is a check in the amount of \$1,500 for the transfer application fee. (\$750.00 for the water system and \$750.00 for the wastewater system).

**Wastewater Certificate No. 479-S**

Pursuant to Wastewater Certificate No. 479-S originally granted by Order No. PSC-92-1454-WS and amended by Order No. PSC-06-0973-FOF-WS (the "Certificate Orders"), and AUF's approved wastewater tariff (Original Sheets Nos. 2.0, 3.0, and 15.0), AUF currently provides wastewater service to only one service territory in Alachua County, i.e., the Arredondo Farms MHP. Thus, upon Commission approval of the transfer AUF's wastewater facilities to an exempt entity, AUF's Wastewater Certificate No. 479-S should be cancelled.

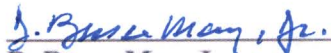
**Water Certificate No. 549-W**

Pursuant to Water Certificate No. 549-W, the Certificate Orders, and AUF's approved water tariff (Original Sheets Nos. 2.0, 3.0, 20.0, and 25.0) AUF currently provides water utility service to two distinct and separately described service territories in Alachua County: the Arredondo Farms MHP territory and the Arredondo Estates mobile home park territory. Upon Commission approval of the transfer of AUF's water facilities to an exempt entity, AUF will no longer provide water utility service to the Arredondo Farms MHP but will continue to provide

water utility service to the Arredondo Estates mobile home park. Thus, Water Certificate No. 549-W should be amended to delete the Arredondo Farms MHP service territory as described in Original Sheet No. 25.0 of AUF's water tariff.


WHEREFORE, Joint Applicants respectfully request that the Commission: (i) approve the transfer of AUF's water and wastewater facilities serving the Arredondo Farms MHP to YES, an exempt entity under Section 367.022(5); (ii) cancel Wastewater Certificate No. 479-S; (iii) amend AUF's Water Certificate No. 549-W to delete the Arredondo Farms MHP service territory; and (iv) grant such other relief as the Commission deems appropriate.

Respectfully submitted this 25th day of October, 2012.

  
\_\_\_\_\_

**D. Bruce May, Jr.**  
Florida Bar No. 354473  
Holland & Knight LLP  
Post Office Drawer 810  
Tallahassee, Florida 32302-0810  
(850) 224-7000 (Telephone)  
(850) 224-8832 (Facsimile)  
[bruce.may@hkllaw.com](mailto:bruce.may@hkllaw.com)

*Attorneys for Aqua Utilities Florida, Inc.*

  
\_\_\_\_\_

**David S. Bernstein, Esq.**  
Florida Bar No. 454400  
Adams and Reese LLP  
150 Second Avenue North, Suite 1700  
St. Petersburg, Florida 33701  
(727) 502-8215 (Telephone)  
(727) 502-8915 (E-Facsimile)  
[David.Bernstein@arlaw.com](mailto:David.Bernstein@arlaw.com)

*Attorneys for YES Companies, LLC*

**COMPOSITE ATTACHMENT "1"**

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

TO: Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale,  
assignment or transfer of (all or part) of Water Certificate No.  
549-W and/or Wastewater Certificate No. 479-S or facilities in  
Alachua 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

Phone No.

( 352 ) 674-2862

Fax No.

P.O. Box 2480

Office street address

Lady Lake

City

Florida

State

32158-2480

Zip Code

N/A

Mailing address if different from street address

N/A

Internet address if applicable

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

Terry Rakocy (815) 614-2031  
Name Phone No.  
P.O. Box 2480  
Street address  
Lady Lake Florida 32158-2480  
City State Zip Code

C) The full name (as it will appear on the certificate), address and telephone number of the buyer:

YES COMPANIES, LLC  
Name of utility  
( 303 ) 483-7300 ( 303 ) 468-0525  
Phone No. Fax No.  
2401 - 15th Street, Suite 350  
Office street address  
Denver CO 80202  
City State Zip Code  
N/A  
Mailing address if different from street address  
N/A  
Internet address if applicable

D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship  
Other: Limited Liability Company  
(specify)



E) The date and state of incorporation or organization of the buyer:

10/23/07 - Delaware

12/11/07 - Authorized in Florida

F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

N/A

G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

See Exhibit "A"

**PART II FINANCIAL AND TECHNICAL INFORMATION**

A) Exhibit "B" - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

See Exhibit "C"

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- C) Exhibit "D" - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

- D) Exhibit "E" - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

- E) Exhibit "F" - A statement describing the financing the purchase.

- F) Exhibit N/A - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of 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.

- G) Exhibit "G" - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. \_\_\_\_\_ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit N/A - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:
- |                      |                         |                   |
|----------------------|-------------------------|-------------------|
| <u>Terry Rakocy</u>  | <u>( 815 ) 614-2031</u> |                   |
| Name                 | Phone No.               |                   |
| <u>P.O. Box 2480</u> |                         |                   |
| Street address       |                         |                   |
| <u>Lady Lake</u>     | <u>Florida</u>          | <u>32158-2480</u> |
| City                 | State                   | Zip Code          |
- J) Exhibit "H" - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.
- K) Exhibit "I" - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.
- L) Exhibit "J" - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental

Protection (DEP)

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

**PART III NOTICE OF ACTUAL APPLICATION**

- A) Exhibit "K" - 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 Office of Commission Clerk;
  - (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 "L" - 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 being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

C) Exhibit "M" - 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 IV FILING FEE**

Indicate the filing fee enclosed with the application:

\$750.00 (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 to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500.**
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250.**
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$3,000.**

**PART V      OTHER**

- A) Exhibit "N" - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where 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.
- B) Exhibit N/A - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.**
- C) Exhibit "O" - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I Terry J. Rakocy (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

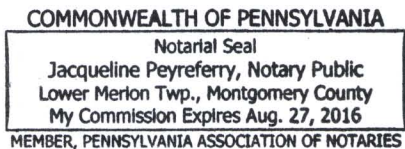
BY: Terry J. Rakocy  
Applicant's Signature

Terry J. Rakocy  
Applicant's Name (Typed)

Chief Operating Officer  
Applicant's Title  
Aqua Utilities Florida, Inc.

Subscribed and sworn to before me this 24th day in the month of October in the year of 2012 by Terry J. Rakocy who is personally known to me  or produced identification

Type of Identification Produced

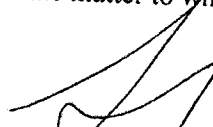


Jacqueline Peyreferry  
Notary Public's Signature  
Print, Type or Stamp Commissioned  
Name of Notary Public

\* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

**PART VI AFFIDAVIT**


The undersigned, as authorized person for YES MANAGER, LLC, a Delaware limited liability company, in its capacity as Managing Member of YES INVESTORS, LLC, a Delaware limited liability company, in its capacity as Managing Member of YES COMPANIES LLC, a Delaware limited liability company authorized to transact business in the State of Florida as YES COMMUNITIES COMPANIES, LLC ("APPLICANT") do solemnly swear or affirm that the facts stated in the foregoing Application are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

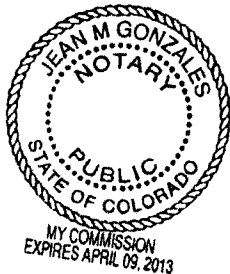


GARY P. McDANIEL, as Member of YES MANAGER, LLC, a Delaware limited liability company, in its capacity as Managing Member of YES INVESTORS, LLC, a Delaware limited liability company, in its capacity as Managing Member of YES COMPANIES LLC, a Delaware limited liability company authorized to transact business in the State of Florida as YES COMMUNITIES COMPANIES, LLC

The foregoing Affidavit was sworn to and subscribed before me this 25<sup>th</sup> day of October, 2012, by GARY P. McDANIEL, who is  personally known to me, or  who produced \_\_\_\_\_ as identification.

My Commission Expires: 4/9/2013

  
Print Name: Jean M Gonzales  
NOTARY PUBLIC





**EXHIBIT "A"**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

Response to Part I. G):

1. The Managing Member of YES COMPANIES LLC, a Delaware limited liability company authorized to transact business in the State of Florida as YES COMMUNITIES COMPANIES, LLC ("Applicant"), is YES INVESTORS, LLC, a Delaware limited liability company.
2. The Managing Member of YES INVESTORS, LLC, a Delaware limited liability company, is YES MANAGER, LLC, a Delaware limited liability company.
3. The Authorized Person for YES MANAGER, LLC, a Delaware limited liability company, is GARY P. McDANIEL.

**EXHIBIT "B"**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

The transfer of AUF's water and wastewater systems serving the Arredondo Farms mobile home park ("Arredondo Farms MHP") to YES Companies, LLC ("YES") is in the public interest. YES owns the Arredondo Farms MHP and has agreed to purchase all of AUF's water and wastewater facilities serving the park. Following the acquisition, YES will provide all water and wastewater services as a landlord to its tenants at the Arredondo Farms MHP without specific compensation for such services. As shown in Exhibit "C", YES has extensive experience in providing water and wastewater utility services to the tenants of its various mobile home parks around the state of Florida. Furthermore, YES has the financial ability to provide reliable water and wastewater service to the Arredondo Farms MHP, and will provide additional supporting financial information if needed. The transfer is also in the public interest because it settles litigation currently pending between YES and AUF.

Finally, following the acquisition, YES will fulfill the commitments, obligations and representations of the seller with regard to utility matters at the Arredondo Farms MHP.

**EXHIBIT "C"**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, Florida Statutes)**

Response to Part II. B):

List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

Bu#	Property Name	Street	City	State	Zip	Phone Number	
0530	Parkwood Estates	400 Parkwood Estates Drive	Plant City	FL	33566	813-752-2222	Private/Non-Regulated Utilities
0523	The Breakers	9101 W. Normandy Blvd.	Jacksonville	FL	32221	904-781-0441	Private/Non-Regulated Utilities
0586	Crystal Springs Estates	500 Chaffee Rd S	Jacksonville	FL	32221	904-783-2460	Private/Non-Regulated Utilities
0535	Sunlake Terrace	6555 16 Old Lake Wilson Rd	Davenport	FL	33837	863-424-3887	Private/Non-Regulated Utilities
0532	Spring Hill Estates	7500 South County Line Road	Mulberry	FL	33860	863-425-4410	Private/Non-Regulated Utilities
0578	Oaks of Atlantic Beach	1020 Sistrunk Street	Atlantic Beach	FL	32233	904-246-7684	Private/Non-Regulated Utilities
0582	Oceanway Village	489 Starratt Road #111	Jacksonville	FL	32218	904-696-2550	Private/Non-Regulated Utilities

**EXHIBIT "D"**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

See attached.

**REAL PROPERTY AND  
UTILITY SYSTEM PURCHASE AGREEMENT  
ALACHUA COUNTY, FLORIDA**

THIS REAL PROPERTY AND UTILITY SYSTEM PURCHASE AGREEMENT (the "Agreement") is entered into as of the Effective Date (hereinafter defined), by and between Aqua Utilities Florida, Inc., a Florida corporation (hereinafter referred to as "Seller") and Yes Companies LLC, a Delaware limited liability company (hereinafter referred to as "Purchaser").

**WITNESSETH**

A. Seller owns the water supply and distribution system (the "Water System") and wastewater collection and treatment system (the "Wastewater System") located on the Real Property ("Real Property") described in the Title Insurance Policy Commitment No. 2061-2808329 issued by Lawyers Title Insurance Company, a copy of which is attached as **Exhibit "A"** ("Title Policy") (the Real Property, Water System and the Wastewater System occasionally referred to collectively as the "Facilities").

B. Purchaser is the owner of that certain 441 space manufactured home community known as Arredondo Farms Mobile Home Park located in Gainesville, Alachua County, Florida (the "MHP Property");

C. The Facilities provide potable water and wastewater utility service to the MHP Property and are regulated by the Florida Public Service Commission (the "PSC") pursuant to Wastewater Certificate Number 479-S and Water Certificate Number 549-W, and the wells that supply water to the MHP Property are authorized by Consumptive Use Permit No. 11364 issued by the St. Johns River Water Management District ("SJRWMD").

D. In connection with its ownership of the Facilities and provision of water and wastewater service to the MHP Property, Seller holds certain certificates of authority and tariffs granted by the PSC, easement rights and related permits and rights necessary to operate the Facilities to provide regulated water and wastewater service, (together with the Facilities, the aforementioned interests shall be referred to collectively as the "Utility Assets").

E. Seller and Purchaser are parties to that certain Settlement Discussion Protocol and Non-Disclosure Agreement dated July 27, 2012 (the "NDA"), which was entered into to facilitate settlement discussions regarding legal certain proceedings (the "Legal Proceedings") between them as described herein.

F. Seller and Purchaser are now desirous of resolving those Legal Proceedings.

G. To resolve the Legal Proceedings, Seller desires to sell and Purchaser desires to purchase the Utility Assets pursuant to the terms and conditions of this Agreement.

ARTICLE I.  
**PURCHASE PRICE AND CLOSING**

1. Purchase Price. The total purchase price ("Purchase Price") of the Utility Assets shall be ONE MILLION SIXTY-FIVE THOUSAND DOLLARS (\$1,065,000).

2. Earnest Money. The Purchaser agrees to deposit with Escrow Agent (hereinafter defined), within three (3) business days after the "Effective Date" (hereinafter defined) the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) in cash ("Earnest Money"). The Earnest Money shall be held in an interest bearing account by Adams and Reese LLP, St. Petersburg, Florida ("Escrow Agent") in a federally insured financial institution, with interest to accrue to Seller in the event of Purchaser's default. If the sale of the Utility Assets is consummated pursuant to the terms of this Agreement, the accrued interest on the Earnest Money shall belong to the Purchaser. If Purchaser terminates this Agreement in accordance with the terms of this Agreement, the Earnest Money and accrued interest thereon shall be immediately returned to Purchaser by Escrow Agent, and no party hereto shall have any further obligations under this Agreement. The Earnest Money shall be credited against the Purchase Price and shall be provided to Seller at Closing.

3. Cash Balance. At Closing, Purchaser shall pay Seller ONE MILLION FORTY THOUSAND DOLLARS (\$1,040,000.00) cash, subject to prorations and credits due between the parties.

4. Conditions Precedent. The following shall each be a separate condition precedent to Closing (defined below). In the event any of the below-listed precedent conditions to Closing shall not be fulfilled to the satisfaction of either party hereto, that party shall have the right to cancel this transaction, in which event this Agreement shall be null and void and all Earnest Money, together with all interest accrued thereon shall be promptly returned to Purchaser by the Escrow Agent, and no party hereto shall have any further obligation under this Agreement:

(a) Representations/Warranties. All of the representations and warranties of Seller and Purchaser contained in Article II hereof shall be true and correct;

(b) Utility Assets Condition. There shall be no material change in the physical condition, operation or legal compliance of the Utility Assets between the conclusion of the Inspection Period contained in Article III and the Closing.

(c) Governmental Approvals. All governmental approvals required for transfer of the Utility Assets from Seller to Purchaser shall have been obtained and all requirements thereof satisfied in full.

(d) Lender Consent. Purchaser shall have obtained the written consent of from its Lender to acquire the Utility Assets from Seller and provided proof of said consent to Seller within thirty (30) days of entering this Agreement, and all conditions thereof shall be satisfied.

(e) Consumptive Use Permit. The SJRWMD shall have bifurcated Consumptive Use Permit No. 11364 such that (1) Wells No. 1 (GRS ID 3420) and No. 2 (GRS ID 3421) and the associated maximum annual withdrawal quantity of 35 million gallons are allocated to Purchaser; and (2) Wells No. 1 (GRS ID 3418) and No. 2 (GRS ID 3419) and the associated maximum annual withdrawal quantity of 25 million gallons are allocated to Seller.

5. Closing.

(a) Closing Date. The closing (the "Closing") shall take place on a date as may be mutually agreed to by the parties (the "Closing Date"), but in no event shall Closing occur more than fifteen (15) business days from the date of satisfaction of all conditions precedent to Closing as set forth in Paragraph 4, above.

(b) Closing Documents.

(i) Seller's Documents. Seller will deliver at Closing:

- (1) A good and sufficient Warranty Deed and other sufficient instruments of sale, in form and substance reasonably satisfactory to Purchaser's counsel and Seller's counsel, as shall be required to vest in Purchaser good, indefeasible and marketable title to all of the Real Property free and clear of liens and encumbrances of every nature, except as noted in the Title Policy which is attached as **Exhibit "A"** to this Agreement ;
- (2) Three Terminations of Easements, in the forms attached as **Exhibit "B"** to this Agreement, executed on behalf of Seller;
- (3) A Termination of Utility Service Agreement, in the form attached as **Exhibit "C"** to this Agreement (the "Termination of Utility Services Agreement"), executed on behalf of Seller;
- (4) A Bill of Sale, in the form attached as **Exhibit "D"** to this Agreement (the "Bill of Sale");
- (5) An Affidavit in the form attached as **Exhibit "E"** stating that there are no outstanding liens or assessments not shown on the Title Policy (the "No Lien Affidavit"), executed on behalf of Seller;
- (6) Copies of all of the files, documents, papers, agreements, customer lists, computer software records, original cost invoices, engineering drawings, repair lists and records (including customer records) in Seller's possession

pertaining to the Facilities, other than its minute books and stock records, and any other records reasonably needed by Purchaser and which can be reasonably provided by Seller, provided that Purchaser shall reimburse Seller for its reasonable cost in copying and providing such records;

(7) Copies of all orders, permits, licenses or certificates issued or granted to Seller by any governmental authority in connection with any authorization related to the construction, operation or maintenance of its Facilities or the conduct of its utility business at the Real Property; and

(8) Such other documents and deliveries as reasonable and necessary to carry out the terms of this Agreement.

(ii) Purchaser's Documents. Purchaser shall deliver at Closing:

(1) A Corporate Resolution authorizing this transaction and Incumbency Certificate authorizing the execution of all documents by Purchaser's approved officer;

(2) The Termination of Utility Service Agreement in the form attached as **Exhibit "C"**, executed on behalf of Purchaser;

(3) A Consent Agreement, executed on behalf of Purchaser and Purchaser's Lender, General Electric Capital Corporation; and

(4) Such other documents and deliveries as reasonably necessary to carry out the terms of this Agreement.

(c) Proration; Taxes. At Closing, property taxes and the accrued income and expense items specified below shall be apportioned between Seller and Purchaser as of the Closing Date on the basis that Purchaser owns the Real Property on the Closing Date. The prorations and credits shall be applied to the cash due at Closing:

(i) All real estate and personal property taxes and assessments for the calendar year in which the Closing occurs, based upon the discounted rates applicable to the earliest payment of such taxes, as shown on the 2012 tax bill. The 2012 gross receipts taxes and the 2012 regulatory assessment fees shall be paid by Seller prior to Closing.

(ii) All accrued income, revenues and expenses from the operation of the Utility Assets shall be prorated as of the Closing Date.

(iii) All utility and/or service charges. Seller shall, where practical, cause meters to be read and obtain final invoices through and including the Closing Date, and Seller shall be responsible for such final invoices. Upon



Closing customer deposits and any accrued interest shall be returned to customers in accordance with Rule 25-30.311, Florida Administrative Code.

(iv) All salaries payable to employees employed in the operation and management of the Real Property, who are presently employed by Seller, shall be paid through the Closing Date with no claims against Purchaser.

(v) All other operation expenses shall be prorated as of the Closing Date. Seller shall be responsible for all costs, expenses and expenditures on or prior to the Closing Date which have been incurred, accrued or are otherwise allocated on or prior to the Closing Date to the operation of the Real Property. All such operation expenses shall be Purchaser's responsibility subsequent to the Closing Date.

(vi) The agreements of Seller and Purchaser set forth in this section 2(c) shall survive the Closing and shall not be merged in the Deed.

(d) Further Assurances. At the Closing and from time to time thereafter, Seller and Purchaser shall execute and deliver such further instruments of sale, conveyance, transfer and assignment, and take such other action, in order more effectively to sell, convey, transfer and assign to Purchaser any of the Utility Assets to confirm the title of Purchaser thereto and to assist Purchaser in exercising rights with respect thereto and to insure performance of the parties' post-closing obligations as set forth in this Agreement.

## ARTICLE II.

### REPRESENTATIONS BY SELLER AND PURCHASER

1. Seller's Warranties. Seller represents and warrants that:

(a) Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Seller's Certificate of Incorporation contains charter powers authorizing it to construct, operate and maintain a public water utility system, as well as a wastewater utility system.

(b) Seller is, and at the Closing will be, the owner of the Utility Assets with good and marketable title, free and clear of all liens and encumbrances, except those listed in the Title Policy.

(c) Seller has the authority to sell the Utility Assets to Purchaser as of the date the Seller executes this Agreement and as of the date of Closing.

(d) Seller has obtained from the PSC, for both the Water System and the Wastewater System, Certificates Nos. 549-W and 479-S authorizing Seller to provide water and wastewater service within the MHP Property (the "Certificates"). A copy of both Certificates and Order No. PSC-06-0973-FOF-WS amending the Certificates are attached hereto as **Exhibit "F"**.

(e) Seller will cooperate fully with Purchaser in any and all applications or petitions to public authorities deemed necessary or desirable by Purchaser in connection with the purchase of the Facilities from Seller as contemplated herein, but will not be required to incur any expense with regard to such cooperation. In this regard, Seller and Purchaser shall file a joint petition requesting the PSC to approve the transfer of the Facilities subject to this Agreement.

(f) Attached hereto as **Exhibit "G"** is a detailed list of the Facilities of Seller to be acquired by Purchaser, pursuant to this Agreement, showing their current value in Seller's rate base. Said Facilities include all water and wastewater utility assets, equipment and real estate owned or leased by the Seller within the MHP Property, including but not limited to two wells, two 5000 gallon hydropneumatic tanks, and a water distribution system, as well as an aeration wastewater plant and a 60,000 gallon per day extended aeration wastewater treatment facility and a wastewater collection system. The following items are excluded from the Facilities and shall be retained by Seller after Closing: cash, accounts receivable, prepaid expenses, trademarks, trade names and other names utilized by Seller while operating the Facilities, motor vehicles and any assets that do not constitute part of the Facilities and are not held by Aqua in connection with the construction, maintenance or operation of the Facilities. Such engineering plans and specifications for the Facilities as Seller possesses have been attached hereto as **Exhibit "H"**.

(g) Attached hereto as **Exhibit "I"** is a list, signed by the Seller, and briefly describing, as of the date of this Agreement, the following as they pertain to the Utility Assets:

(i) All pending or threatened actions at law, suits in equity or administrative proceedings relating to the Facilities other than the Legal Proceedings.

(ii) All contracts or obligations of any nature between Seller and any other party relating to Seller's ownership and operation of the Utility Assets.

(iii) Easements to Seller for access, ingress and egress to the Utility Assets.

(iv) Certificates issued to Seller by the PSC.

(v) Access Easements to Utility Assets.

(vi) DEP permit(s) relating to the Utility Assets.

(vii) The Title Policy.

(h) Except as indicated in **Exhibit "I,"** Seller has, or will have at the Closing, the foregoing permits, licenses and easements (including sufficient rights to access) for its water and wastewater utility business which, at Closing, will be current and in good standing. To Seller's actual knowledge, the Facilities of Seller have been installed within

the easements relating thereto and in accordance with all necessary permits or licenses; to Seller's actual knowledge, the Facilities of Seller have been constructed and will be capable of operation in accordance with at least the minimum standards, requirements, rules and regulations of all governmental bodies, and regulatory agencies which may have jurisdiction there over.

(i) Except as indicated in **Exhibit "I,"** there are no pending or, to Seller's actual knowledge, threatened actions at law or suits in equity relating to the Utility Assets, or any pending or, to Seller's actual knowledge, threatened proceedings before the Commission or any other governmental agency.

(j) Except as indicated in **Exhibit "I,"** there are no contracts or obligations of any nature between Seller and any other party relating to the Utility Assets.

(k) Neither Seller nor any entity or individual affiliated with Seller has executed any agreement with purchasers of lots within the MHP Property, or any other parties, whereunder such purchasers or other parties have acquired any interest in the Utility Assets used or to be used in rendering service to them except as may be set forth in **Exhibit "I."**

(l) Between the date hereof and the Closing, the water and wastewater utility business of Seller will be operated in the ordinary course and Seller will, at all reasonable times, permit Purchaser, its attorneys and agents, to examine Seller's books, accounts, and other records and physical properties relating to the Utility Assets.

(m) Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Seller.

(n) Seller has filed all tax returns which are required to be filed, and each such return which has been filed is true and correct, and Seller has paid all taxes shown as payable on such returns when and as required by applicable law.

(o) Seller is in material compliance with all applicable laws, ordinances, regulations orders, rules and restrictions pertaining to or affecting the Utility Assets and the sale thereof. Performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of, any lien or encumbrance upon the Utility Assets under any agreement or other instrument to which Seller is a party.

(p) Seller has no actual knowledge of any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC 9601(14), pollutants or hazardous wastes as defined in the Resource Conservation and Recovery Act ("RCRA"), 42 USC §6903(5), or other similar applicable federal or state laws and regulations, including, but not limited to, asbestos, PCBs and urea formaldehyde, have been generated, released, stored or deposited over, beneath or on the Real Property or the MHP Property or on or in any structure located on the Real Property or the MHP Property from any source whatsoever by Seller, its predecessors in interest in the Real Property or the MHP Property or any other person.

(q) To Seller's knowledge, no representation or warranty by Seller in this Agreement, or any statement or certificate furnished or to be furnished to Purchaser pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

(r) The representations and warranties set forth above shall survive Closing for three hundred sixty five (365) calendar days after the Closing Date (the "Seller's Representation Termination Date"), at which time such warranties and representations shall expire, terminate and be merged in the Deed without further notice and shall be of no further force and effect. Provided, however, that any specific claim set forth in any written note of any breach of the foregoing representations and warranties surviving Closing delivered by Purchaser to Seller on or prior to the Representation Termination Date shall survive the Representation Termination Date.

2. Purchaser's Warranties. The Purchaser warrants and represents to the Seller, as of the date the Purchaser executes this Agreement and as of the Closing Date, as follows:

(a) Purchaser is not aware of any facts which prohibit it from closing this Agreement in accordance with the terms hereof.

(b) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not result in any breach of the terms and conditions of or constitute a default under any instrument or obligation to or by which Purchaser may be bound or affected, or violate any order, writ, injunction or decree of any court in any litigation to which Purchaser is a party, or violate any law.

(c) Persons executing this Agreement and the documents contemplated at Closing are duly authorized so as to fully and firmly bind Purchaser thereto.

(d) Purchaser rents all lots within the MHP Property and will provide all water and wastewater services as landlord to its tenants at MHP Property without specific compensation for such services.

(e) Purchaser is a duly organized and validly existing limited liability corporation validly existing and in good standing under the laws of the State of Delaware. Purchaser's Certificate of Incorporation contains charter powers authorizing it to construct, operate and maintain a water and wastewater utility system.

(f) The warranties and representations of Purchaser contained in this Article II shall survive the Closing for a period of three hundred sixty five (365) calendar days at which time such warranties and representations shall terminate and be of no further force and effect ("Purchaser's Representation Termination Date"); provided however, that any specific claim set forth in any written notice of any misrepresentation delivered by Sellers to Purchaser on or prior to the Purchaser's Representation Termination Date shall survive the Purchaser's Representation Termination Date.

ARTICLE III.

**INSPECTION PERIOD; CONDITION OF FACILITIES; PURCHASER'S OPERATION OF FACILITIES PENDING TRANSFER OF CERTIFICATE**

1. Inspection Period. Purchaser is relying on its own due diligence investigation in entering into this Agreement. Purchaser shall have the right, for a period of fifteen (15) business days after the Effective Date (hereinafter defined) (the "Inspection Period"), to physically examine, at its expense, the Utility Assets and conduct reasonable investigations with respect to the Utility Assets and all books, records, customer rolls and other instruments, contracts, agreements and documents relating to the Utility Assets, or the construction, ownership, operation or management thereof in Seller's possession. Purchaser shall have the right to terminate this Agreement for any reason prior to 6:00 p.m. on the expiration date of the Inspection Period.

Purchaser shall indemnify Seller from all loss, cost or expense for any Utility Assets damage, personal injury or death arising out of or by reason of Purchaser's examination and investigation hereunder. If Purchaser has not delivered written notice to Seller canceling this transaction prior to 6:00 p.m. on the expiration date of the Inspection Period, Purchaser shall be deemed to have approved the inspection and to have waived the contingency set forth in this Article III. If Purchaser does cancel this transaction prior to 6:00 p.m. on the expiration date of the Inspection Period, this Agreement shall be null and void, and all Earnest Money, and accrued interest thereon, shall be promptly returned to Purchaser and the parties shall proceed pursuant to the NDA with the right to continue with the Legal Proceedings through conclusion without prejudice.

During the times between 9:30 a.m. and 5:00 p.m. on weekdays only, from and after the Effective Date, herein defined, Seller shall afford Purchaser and its representatives access to the Utility Assets, including, but not limited to, the right to conduct Phase I environmental, soil, engineering and other tests and to inspect the mechanical, plumbing and utility systems located at the Utility Assets, together with all other aspects of the Utility Assets; provided, however, if Purchaser or its representatives enter upon the Utility Assets pursuant to the terms hereof, Purchaser agrees to indemnify, defend and hold Seller harmless from any loss, cause of action or claim arising out of or resulting from the acts or omissions of Purchaser under this paragraph. Purchaser may not open up utility systems or conduct soil borings without Seller's prior written approval, which approval shall not be unreasonably withheld. In the event such inspections or tests are permitted, Purchaser shall restore the Utility Assets to its condition prior to such inspection or test. Seller shall have the right to approve each consultant or inspector hired by Purchaser for inspection of the Utility Assets, which approval shall not be unreasonably withheld.

All information provided by Seller to Purchaser's representatives or accountants shall remain strictly confidential and shall not be used for any purpose other than to analyze Purchaser's prospective purchase of the Utility Assets. Should Purchaser for any reason whatsoever elect not to proceed with the closing of the sale and purchase of the Utility Assets, Purchaser shall give written notice to Seller of such fact within the aforesaid period.

Purchaser will furnish Seller with copies of any reports obtained by Purchaser from third parties with respect to the physical condition of the Utility Assets or its operation.

The provisions of this Paragraph 1 shall survive the Closing or termination of this Agreement.

2. Seller's Operation of Utility Assets Pending Closing. Seller and Purchaser recognize that the transfer to Purchaser of the Utility Assets requires the approval of the Florida Department of Environmental Protection ("DEP") and the PSC, and action by the SJRWMD to bifurcate Consumptive Use Permit No. 11364. Seller and Purchaser, as applicable, shall apply for the transfer of the Utility Assets and shall diligently and in good faith prosecute such applications at their shared expense (each party to pay their own attorneys' fees and costs). The parties agree to cooperate together regarding the applications for these transfers and to provide all documents, information and material necessary for the DEP, PSC, and SJRWMD to consider the applications.

If a final decision refusing to approve the transfer of the Utility Assets, or any portion or part thereof, is rendered by the DEP, the PSC, and/or the SJRWMD, the parties shall jointly pursue their legal remedies to overturn such action by the PSC, DEP and/or SJRWMD. In the event after diligent effort, the parties are nonetheless unable to secure approval of the transfer, then, in such event: (i) the Earnest Money Deposit will be returned to Purchaser, together with all interest accrued thereon; (ii) Seller shall continue to provide water and wastewater service to customers of the Utility Assets in accordance with the Permits and the Certificates; (iii) the NDA shall remain enforceable; and (iv) the parties shall continue with the Legal Proceedings through conclusion without prejudice.

#### ARTICLE IV. ESCROW AGENT

ESCROW AGENT. The sole responsibility of the Escrow Agent shall be to deposit the Earnest Money Deposit into an interest-bearing, insured money market account with a local bank upon execution and delivery of all forms (including a fully-executed IRS Form W-9) and documents necessary to do so and to disburse said funds according to the terms of this Agreement. If the escrowed funds are deposited into an interest-bearing account, the rate of interest shall be that provided on the account by the institution in which the escrowed funds are deposited. Escrow Agent shall notify the parties hereto of the date of deposit, name of institution and current interest rate within five (5) days after deposit. In the event of a breach of this Agreement by either Seller or Buyer, or if, in the sole discretion of the Escrow Agent, some doubt exists as to when, to whom or under what circumstances such Earnest Money Deposit shall be disbursed hereunder, and the parties hereto are unable after ten (10) days' prior written notice thereof from Escrow Agent to agree and direct Escrow Agent, in writing, as to when, to whom or under what circumstances Escrow Agent shall disburse the same, Escrow Agent shall be entitled to interplead the Earnest Money Deposit into the Circuit Court of Hillsborough County, Florida, without further liability or responsibility on its part. Costs, expenses and attorneys' fees incurred by Escrow Agent in connection with any such interpleader shall be borne by the losing party. In any event, however, all parties agree that Escrow Agent shall have no liability or any further responsibility to any party or person whomsoever for any disbursement of the Earnest Money

Deposit made by Escrow Agent in good faith unless such disbursement shall constitute a willful breach of the duties and obligations of Escrow Agent under this Agreement or gross negligence on the part of Escrow Agent. The interest received on the Earnest Money Deposit shall be applied to the account of Purchaser at closing. The parties acknowledge that Escrow Agent is representing Purchaser in the transaction contemplated by this Agreement, but that such representation shall not act as a conflict or disqualify Escrow Agent from its duties hereunder.

ARTICLE V.  
**GENERAL**

1. Non-Waiver. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

2. Notices. Any notice of delivery required to be made hereunder may be made by mailing a copy thereof addressed to the appropriate party as follows:

If to Purchaser:           YES! Communities  
                                  ATTN: Rees Davis  
                                  2401 15th Street, Suite 350  
                                  Denver, Colorado 80202  
                                  Phone: 303-483-7314  
                                  Fax: 303-468-0525  
                                  rdavis@yescommunities.com

With a copy to:           David S. Bernstein, Esq.  
                                  Adams and Reese, LLP  
                                  150 Second Avenue, North #1700  
                                  St. Petersburg, Florida 33701  
                                  Phone: (727) 502-8215  
                                  Fax: (727) 502-8915  
                                  david.bernstein@arlaw.com

If to Seller:               Aqua Utilities Florida, Inc.  
                                  Attention: General Counsel  
                                  762 West Lancaster Avenue  
                                  Bryn Mawr, Pennsylvania 19010  
                                  Phone: (610) 527-8000  
                                  Fax: (610) 525-7658

With copy to:           Bruce May, Esq.  
                                  Holland & Knight  
                                  Post Office Drawer 810  
                                  Tallahassee, Florida 32302  
                                  Phone: (850) 425-5607  
                                  Fax: (850) 224-8832

bruce.may@hklaw.com

Delivery when made by registered or certified mail, or overnight delivery service shall be deemed complete upon mailing, delivery made by e-mail or facsimile shall be deemed delivered upon confirmation of delivery.

3. Exhibits. The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.

4. Counterparts; Facsimile Signatures. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto. Facsimiles of signatures on this Agreement shall have the same effect as an original signature hereto.

5. Agreement to Survive Closing. Any provision which by its nature or effect is required to be performed, or which may be performed, or which may be breached after Closing, shall survive except as otherwise expressly provided by this Agreement. The time limitations applicable to Seller's and Purchaser's Representations and Warranties set forth in Article II shall not be applicable to this or to other survival provisions expressly set forth in this Agreement.

6. Authority. Each signatory hereto represents and warrants to the other that the execution of this Agreement is within the power of the respective parties and has been duly authorized by all necessary partnership or corporate actions; and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

7. Effective Date. This Agreement shall not be effective unless signed by both Purchaser and Seller, and, as used in this Agreement, the terms "date of this Agreement" or "date hereof shall mean and refer to the date of execution of the last of Purchaser and Seller to execute this Agreement (the "Effective Date").

8. Governing Law. This Agreement shall be governed by the laws of the State of Florida. The Circuit Court for Hillsborough County, Florida shall have sole jurisdiction over this matter for the purpose of determining the respective rights of the Parties in accordance with this Agreement and enforcing this Agreement. The Parties specifically agree to personal jurisdiction and sole venue in the Circuit Court for Hillsborough County, Florida. This provision shall not impact the governing law of the Legal Proceedings or the jurisdiction of the courts thereunder.

9. Time is of the of Essence. Time shall be of the essence with respect to this Agreement and all of its terms and conditions therein.

10. Negotiated Document. This Agreement was negotiated between the parties and their respective counsel and shall not be subject to rule of construction against either party as the drafter thereof regardless of the scrivener.



11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. It is specifically understood that Purchaser may transfer its rights and obligations under this Agreement to a separate related entity or affiliate of Purchaser provided that such entity will operate the Utility Assets as accordance with the warranty provided by Purchaser pursuant to Article II section 2(d) of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year indicated below.

**SELLER:**

AQUA UTILITIES FLORIDA, INC., a Florida corporation

By: [Signature]  
Print Name: RICHARD S. FOX  
Title: PRESIDENT

DATE OF EXECUTION: OCT 18, 2012

**BUYER:**

YES COMPANIES, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DATE OF EXECUTION: \_\_\_\_\_

WITNESSES:

[Signature]  
Print Name: Nick Patel

[Signature]  
Print Name: Adam Kalinski

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. It is specifically understood that Purchaser may transfer its rights and obligations under this Agreement to a separate related entity or affiliate of Purchaser provided that such entity will operate the Utility Assets as accordance with the warranty provided by Purchaser pursuant to Article II section 2(d) of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year indicated below.

**SELLER:**

WITNESSES:

AQUA UTILITIES FLORIDA, INC., a Florida corporation

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATE OF EXECUTION: \_\_\_\_\_

**BUYER:**

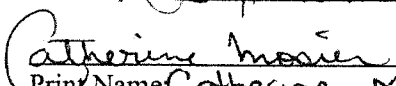
WITNESSES:

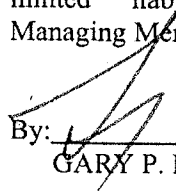
YES COMPANIES, LLC, a Delaware limited liability company, authorized to transact business in the State of Florida as YES COMMUNITIES COMPANIES, LLC

By: YES INVESTORS, LLC, a Delaware limited liability company, as its Managing Member

By: YES MANAGER, LLC, a Delaware limited liability company, its Managing Member

  
Print Name: Joy Nelson

  
Print Name: Catherine Mosier

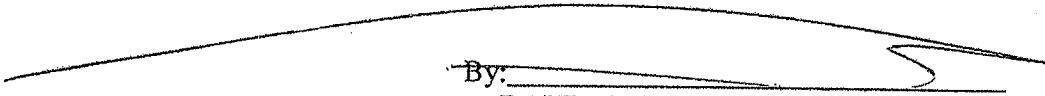
  
By: GARY P. McDANIEL, Member

DATE OF EXECUTION: October 18, 2012

**RECEIPT BY ESCROW AGENT**

David S. Bernstein of ADAMS AND REESE LLP, Escrow Agent under that Real Property and Utility System Purchase Agreement having an Effective Date of Oct. 18<sup>th</sup> 2012, between Aqua Utilities Florida, Inc., a Florida Corporation, as Seller, and Yes Companies, LLC, a Delaware limited liability company, as Purchaser (the "Agreement"), to which this Receipt is attached, hereby acknowledges the receipt of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), and will hold and disburse said sum as Escrow Agent in accordance with the terms of the Agreement.

ADAMS AND REESE LLP

By:   
DAVID S. BERNSTEIN, Partner  
as Escrow Agent

**Exhibit A**

**Title Policy**



# Commitment

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2061-2808329**

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

---

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

### ***First American Title Insurance Company***



Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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# Schedule A

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

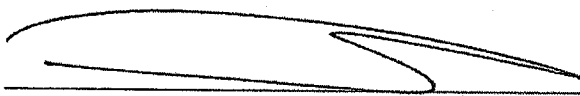
**5011612 - 2061-2808329**

Agent File Number: 019554-2/11-5347

FAST File Number: 2061-2808329

1. Effective Date: September 18, 2012 @ 8:00 A.M.
2. Policy or Policies to be issued: Proposed Amount of Insurance:
  - a. Owner's Policy (Identify form used)  
ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications) \$1,065,000.00  
Proposed Insured: Yes Companies, LLC, a Delaware limited liability company
  - b. Loan Policy (Identify form used)  
ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications) \$  
Proposed Insured:
3. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation
4. The land referred to in this Commitment is described as follows:  
**See Exhibit "A" attached hereto and made a part hereof.**

Adams and Reese LLP

By:   
David S. Bernstein, Esq.  
Authorized Countersignature for Adams and Reese LLP  
(This Schedule A valid only when Schedule B is attached.)



*First American Title*

ISSUED BY

**First American Title Insurance Company**

## Exhibit A

Agent File Number: 019554-2/11-5347

FAST File Number: 2061-2808329

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ALACHUA, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

### PARCEL A

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 00 degrees 01 minutes 40 seconds East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly right-of-way line of the Seaboard Coast Line Railroad (abandoned); thence North 58 degrees 48 minutes 00 seconds East along said right-of-way line, a distance of 1650.13 feet; thence South 31 degrees 12 minutes 00 seconds East, a distance of 250.58 feet to the intersection with the Easterly edge of a concrete sidewalk and the Point of Beginning; thence North 13 degrees 42 minutes 52 seconds East along said Easterly edge, a distance of 69.26 feet to the intersection with the Southerly edge of a 0.5 foot wide concrete header curb; thence South 76 degrees 17 minutes 08 seconds East along said Southerly edge, a distance of 24.15 feet to the Southeasterly corner of a 4.0 foot wide concrete sidewalk; thence North 14 degrees 31 minutes 00 seconds East along the Easterly edge of said sidewalk, a distance of 10.00 feet to the intersection with the Southerly edge of a 3.0 foot wide concrete sidewalk; thence South 75 degrees 29 minutes 00 seconds East along said Southerly edge, a distance of 25.02 feet to the Southeasterly corner of said sidewalk; thence North 14 degrees 31 minutes 00 seconds East along the Easterly end of said sidewalk and the Westerly face of a masonry water supply storage building, a distance of 11.00 feet to the Northwesterly corner of said building; thence South 75 degrees 29 minutes 00 seconds East along the Northerly face of said building, a distance of 10.03 feet to the intersection with a chain link fence; thence North 57 degrees 48 minutes 13 seconds East along said fence, a distance of 36.28 feet; thence South 31 degrees 23 minutes 22 seconds East along said fence, a distance of 37.89 feet; thence South 59 degrees 11 minutes 24 seconds West along said fence and it's Southwesterly extension, a distance of 127.04 feet; thence North 76 degrees 17 minutes 08 seconds West, a distance of 21.00 feet to the Point of Beginning.

### PARCEL B

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 00 degrees 01 minutes 40 seconds East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly right-of-way line of the Seaboard Coast Line Railroad (abandoned); thence North 58 degrees 48 minutes 00 seconds East along said right-of-way line, a distance of 1036.24 feet to a found concrete monument; thence continue North 58 degrees 48 minutes 00 seconds East along said right-of-way line, a distance of 1658.95 feet to a found concrete monument; thence South 31 degrees 08 minutes 14 seconds East, a distance of 635.98 feet to a found concrete monument; thence South 58 degrees 49 minutes 22 seconds West, a distance of 103.20 feet to a found nail and disk; thence South 31 degrees 11 minutes 26 seconds East, a distance of 51.22 feet to a set iron pin (#3524) and the Point of Beginning; thence continue South 31 degrees 11 minutes 26 seconds East, a distance of 522.00 feet to a set iron pin (#3524); thence South 58 degrees 48 minutes 34 seconds West a distance of 107.00 feet to a set iron pin (#3524); thence North 31 degrees 11 minutes 26 seconds West, a distance of

110.00 feet to a set iron pin (#3524); thence South 58 degrees 48 minutes 34 seconds West, a distance of 197.00 feet to a set iron pin (#3524); thence North 31 degrees 11 minutes 26 seconds West, a distance of 412.00 feet to a set iron pin (#3524); thence North 58 degrees 48 minutes 34 seconds East, a distance of 304.00 feet to the Point of Beginning.

PARCEL C

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being the West 1.44 acres of Parcel "B", as described in Official Records Book 1364, Page 801, of the public records of Alachua County, Florida, and being more particularly described as follows:

Commence at a found nail and disk (#2115), marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 44°58'14" East, a distance of 1823.95 feet to a set 5/8" rebar and cap (#3524); thence continue North 44°58'14" East, a distance of 3654.80 feet to a set 5/8" rebar and cap (#3524); thence North 31°32'59" West, a distance of 663.74 feet to a found 4"x4" concrete monument (#2115), marking the Southeast corner of said Parcel "B"; thence South 58°45'44" West, a distance of 156.65 feet to the South end of a 5 foot tall chain link fence, marking the Point of Beginning; thence continue South 58°45'44" West, a distance of 503.08 feet to a found 4"x4" concrete monument (#2115); thence North 31°22'10" West, a distance of 124.94 feet to a found 4"x4" concrete monument (#2115); thence along a 5 foot tall chain link fence, North 58°43'49" East, a distance of 499.51 feet; thence South 33°00'20" East, a distance of 125.28 feet to the Point of Beginning.

PARCEL D

~~The South 1/2 of Lot 6; the West 1/2 of Lot 5; the East 1/2 of Lot 5, LESS the North 150 feet; and Lot 4, LESS the North 150 feet, all of ARREDONDO ESTATES UNIT 1, according the map or plat thereof as recorded in Plat Book E, Page 84, of the public records of Alachua County, Florida. INTENTIONALLY DELETED~~





*First American Title*

## Schedule BI

### Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2061-2808329**

Agent File Number: 019554-2/11-5347  
FAST File Number: 2061-2808329

### REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - a. Warranty Deed from Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation, to Yes Companies, LLC, a Delaware limited liability company, the Proposed Insured, conveying the land described in Schedule A. (NOTE: If the proposed instrument of conveyance is to be executed by an Officer other than a Chief Executive Officer, President or Vice President, a certified Resolution authorizing said Officer to sign on behalf of the corporation must be recorded.)
  - b. Bill of Sale for all below ground fixtures and above ground fixtures comprising the utility facilities.
  - c. Affidavit satisfactory to the Company from Aqua Utilities Florida Inc., a Florida corporation stating (i) who is in possession of the lands (ii) whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing (iii) there are no outstanding liens or assessments not shown on the commitment (iv) there are no interests of third parties in and to the land or the utility facilities.
5. Termination from Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation, of that certain perpetual non-exclusive easement for ingress and egress to operate and maintain utility services over, under and across lands described in Warranty Deed recorded in Official Records Book 1734, Page 1692, of the public records of Alachua County, Florida.

6. Termination from Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation, of that certain perpetual non-exclusive easement for ingress and egress to operate and maintain utility services over, under and across lands described in Grant of Easement in favor of Arredondo Utility Company, Inc., a Florida corporation, recorded in Official Records Book 1734, Page 1698, of the public records of Alachua County, Florida.
7. Termination of Utility Service Agreement by and between Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation, and Yes Companies, LLC, a Delaware limited liability company, successor in interest to Arredondo Farms, a Florida general partnership, dated May 4, 1989, recorded in Official Records Book 1734, Page 1731 of the public records of Alachua County, Florida.
8. Satisfactory evidence must be furnished showing that Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation, is currently in good standing in that state.
9. Production of a Resolution of the Board of Directors of Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation, authorizing and approving the conveyance/mortgage of the land described in Schedule A to the Proposed Insured.
10. With regard to Yes Companies, LLC, a Delaware limited liability company, the following is required:

Satisfactory evidence must be furnished showing that said limited liability company is currently in good standing. (Note) Proof of the issuance of the Certificate of Organization by the Secretary of State in the event said company was formed prior to October 1, 1993.
11. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.



**First American Title**

**Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2061-2808329**

**Schedule BII**

Agent File Number: 019554-2/11-5347

FAST File Number: 2061-2808329

**PART II**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
9. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
10. Right-of-Way Easement in favor of Clay Electric Co-operative, Inc., recorded in Official Records Book 701, Page 19, of the public records of Alachua County, Florida. (As to Parcels B and C only)
11. ~~Easements and other matters set forth on plat recorded in Plat Book E, Page 84, of the public records of Alachua County, Florida. (as to PARCEL D only)~~ INTENTIONALLY DELETED
12. ~~Covenants, restrictions and other matters set forth in Declaration of Restrictions and Maintenance Covenants for Arredondo Estates recorded in Official Records Book 1142, Page 516, of the public records of Alachua County, Florida. (As to Parcel D only)~~ INTENTIONALLY DELETED

NOTE: The 2011 ad valorem taxes were assessed under Tax Parcels/I.D. Nos. 07027-001-001 (Parcel A and B), 07027-001-002 (PARCEL C) and ~~06878-004-000 (PARCEL D)~~, and are paid.

Agent File Number: 019554-2/11-5347  
Issuing Office File Number: 2061-2808329

Note: All of the recording information contained herein refers to the Public Records of St. Johns County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

**Notices - Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

**Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.



**Privacy Information**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

**Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. [FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

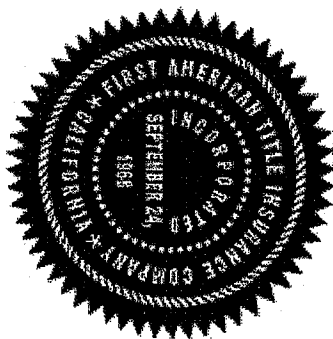
## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.  
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

*First American Title*



ISSUED THROUGH THE OFFICE OF:



FIRST AMERICAN  
TITLE INSURANCE  
COMPANY

Corporate Office  
1 First American Way  
Santa Ana, CA 92707  
(800) 854-3643



**Exhibit B**

Terminations of Easements

This Instrument Prepared By and Return to:

**David S. Bernstein, Esq.**  
Adams and Reese LLP  
150 Second Avenue North, Suite 1700  
St. Petersburg, FL 33701

Space above this line for recorder's use only

**TERMINATION OF EASEMENTS**

THIS TERMINATION OF EASEMENTS (this "Termination") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by AQUA UTILITIES FLORIDA, INC., a Florida corporation, successor by merger to ARREDONDO UTILITY COMPANY ("Aqua"), having an address of 762 West Lancaster Avenue, Bryn Mawr, Pennsylvania 19010, the beneficiary of certain perpetual, non-exclusive and unrestrictive easements (the "Easements") for ingress and egress to operate and maintain utility services, over, under and across real property (the "Property"), all as described in that certain Warranty Deed (the "Deed") dated May 4, 1989, and recorded on May 5, 1989, in O. R. Book 1734, Pages 1692-1697, Public Records of Alachua County, Florida. Aqua hereby terminates said Easements, together with any and all interest which it has in said Easements, and any and all rights thereunder, and said Easements shall be of no further force and effect.

Notwithstanding this Termination, Aqua hereby acknowledges and agrees that it shall not be released from any monetary obligations incurred by Aqua to any third parties pursuant to the authorized use of the Easements, and Aqua shall remain liable for any such obligations which shall be outstanding through the date of this Termination, and Aqua shall indemnify and hold harmless the fee owner of the Property, its successors and assigns, from any and all such obligations.

IN WITNESS WHEREOF, AQUA UTILITIES FLORIDA, INC., a Florida corporation, has set its hand and seal to this Termination of Easements as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESSES:

AQUA UTILITIES FLORIDA, INC., a  
Florida corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_, as \_\_\_\_\_ of AQUA UTILITIES FLORIDA, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing Termination of Easements, and acknowledged the execution thereof to be his/her free act and deed as such \_\_\_\_\_ on behalf of said Corporation for the use and purposes therein mentioned, and the said instrument is the act and deed of said Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my signature and official seal at Bryn Mawr, in the County of Montgomery, and State of Pennsylvania, the day and year last aforesaid.

My Commission Expires:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC

This Instrument Prepared By and Return to:

**David S. Bernstein, Esq.**  
Adams and Reese LLP  
150 Second Avenue North, Suite 1700  
St. Petersburg, FL 33701

Space above this line for recorder's use only

**TERMINATION OF EASEMENT**

THIS TERMINATION OF EASEMENT (this "Termination") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by AQUA UTILITIES FLORIDA, INC., a Florida corporation, successor by merger to ARREDONDO UTILITY COMPANY ("Aqua"), having an address of 762 West Lancaster Avenue, Bryn Mawr, Pennsylvania 19010, the beneficiary of that certain perpetual, non-exclusive easement (the "Easement") for ingress and egress to operate and maintain utility services over, under and across the real property (the "Property") described in that certain Grant of Easement dated May 4, 1989, and recorded on May 5, 1989, in O. R. Book 1734, Pages 1698-1701, Public Records of Alachua County, Florida. Aqua hereby terminates said Easement, together with any and all interest which it has in the Easement, and any and all rights thereunder, and said Easement shall be of no further force and effect.

Notwithstanding this Termination, Aqua hereby acknowledges and agrees that it shall not be released from any monetary obligations incurred by Aqua to any third parties pursuant to the authorized use of the Easements, and Aqua shall remain liable for any such obligations which shall be outstanding through the date of this Termination, and Aqua shall indemnify and hold harmless the fee owner of the Property, its successors and assigns, from any and all such obligations.

IN WITNESS WHEREOF, AQUA UTILITIES FLORIDA, INC., a Florida corporation, has set its hand and seal to this Termination of Easement as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESSES:

AQUA UTILITIES FLORIDA, INC., a  
Florida corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_, as \_\_\_\_\_ of AQUA UTILITIES FLORIDA, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing Termination of Easement, and acknowledged the execution thereof to be his/her free act and deed as such \_\_\_\_\_ on behalf of said Corporation for the use and purposes therein mentioned, and the said instrument is the act and deed of said Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my signature and official seal at Bryn Mawr, in the County of Montgomery, and State of Pennsylvania, the day and year last aforesaid.

My Commission Expires:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC

This Instrument Prepared By and Return to:

**David S. Bernstein, Esq.**  
Adams and Reese LLP  
150 Second Avenue North, Suite 1700  
St. Petersburg, FL 33701

Space above this line for recorder's use only

**TERMINATION OF EASEMENTS**

THIS TERMINATION OF EASEMENTS (this "Termination") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by AQUA UTILITIES FLORIDA, INC., a Florida corporation, successor by merger to ARREDONDO UTILITY COMPANY ("Aqua"), having an address of 762 West Lancaster Avenue, Bryn Mawr, Pennsylvania 19010, the beneficiary of certain perpetual, non-exclusive and unrestrictive easements (the "Easements") for ingress and egress to operate and maintain utility services, over, under and across real property (the "Property"), all as described in that certain Warranty Deed (the "Deed") dated May 4, 1989, and recorded on May 5, 1989, in O. R. Book 1734, Pages 1708-1715, Public Records of Alachua County, Florida. Aqua hereby terminates said Easements, together with any and all interest which it has in said Easements, and any and all rights thereunder, and said Easements shall be of no further force and effect.

Notwithstanding this Termination, Aqua hereby acknowledges and agrees that it shall not be released from any monetary obligations incurred by Aqua to any third parties pursuant to the authorized use of the Easements, and Aqua shall remain liable for any such obligations which shall be outstanding through the date of this Termination, and Aqua shall indemnify and hold harmless the fee owner of the Property, its successors and assigns, from any and all such obligations.

IN WITNESS WHEREOF, AQUA UTILITIES FLORIDA, INC., a Florida corporation, has set its hand and seal to this Termination of Easements as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESSES:

AQUA UTILITIES FLORIDA, INC., a Florida corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_, as \_\_\_\_\_ of AQUA UTILITIES FLORIDA, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing Termination of Easements, and acknowledged the execution thereof to be his/her free act and deed as such \_\_\_\_\_ on behalf of said Corporation for the use and purposes therein mentioned, and the said instrument is the act and deed of said Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my signature and official seal at Bryn Mawr, in the County of Montgomery, and State of Pennsylvania, the day and year last aforesaid.

My Commission Expires:

Print Name: \_\_\_\_\_  
NOTARY PUBLIC

**Exhibit C**

Termination of Utility Service Agreement



This Instrument Prepared By and Return to:

**David S. Bernstein, Esq.**  
Adams and Reese LLP  
150 Second Avenue North, Suite 1700  
St. Petersburg, FL 33701

Space above this line for recorder's use only

**TERMINATION OF UTILITY SERVICE AGREEMENT**

THIS TERMINATION OF UTILITY SERVICE AGREEMENT (this "Termination") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between YES COMPANIES, LLC, a Delaware limited liability company authorized to transact business in the State of Florida as YES COMMUNITIES COMPANIES, LLC, as successor in interest to ARREDONDO FARMS, a Florida general partnership ("Yes"), which has an address of 2401 15th Street, Suite 350, Denver, Colorado 80202, and AQUA UTILITIES FLORIDA, INC., a Florida corporation, successor by merger to ARREDONDO UTILITY COMPANY ("Aqua"), which has an address of 762 West Lancaster Avenue, Bryn Mawr, Pennsylvania 19010.

Yes and Aqua hereby terminate that certain Utility Service Agreement (the "Agreement") dated May 4, 1989, and recorded on May 5, 1989, in O. R. Book 1734, Pages 1731-1744, Public Records of Alachua County, Florida, together with any and all perpetual, non-exclusive easements over, under and across lands owned by Yes and described therein granted to Aqua for ingress and egress to operate and maintain utility services (the "Easements"), and Aqua hereby relinquishes any and all interest which it has in said Easements, and any and all rights thereunder, and said Easements shall be of no further force and effect. Furthermore, Yes releases Aqua from any and all obligations to provide water and wastewater utility services that may be required under the Agreement.

Notwithstanding this Termination, Aqua hereby acknowledges and agrees that it shall not be released from any monetary obligations incurred by Aqua to any third parties pursuant to the authorized use of the Easements, and Aqua shall remain liable for any such obligations which shall be outstanding through the date of this Termination, and Aqua shall indemnify and hold harmless the fee owner of the Property, its successors and assigns, from any and all such obligations.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Termination of Utility Service Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESSES: YES COMPANIES, LLC, a Delaware limited liability company, authorized to transact business in the State of Florida as YES COMMUNITIES COMPANIES, LLC

By: YES INVESTORS, LLC, a Delaware limited liability company, as its Managing Member

By: YES MANAGER, LLC, a Delaware limited liability company, its Managing Member

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
GARY P. McDANIEL,  
its Managing Member

Print Name: \_\_\_\_\_

STATE OF COLORADO  
COUNTY OF DENVER

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_, as the Managing Member of YES MANAGER, LLC, a Delaware limited liability company, as Managing Member of YES INVESTORS, LLC, a Delaware limited liability company, as Managing Member of YES COMPANIES, LLC, a Delaware limited liability company authorized to transact business in the State of Florida as YES COMMUNITIES COMPANIES, LLC, to me known to be the person described in and who executed the foregoing Termination of Utility Service Agreement, and acknowledged the execution thereof to be his/her free act and deed as such Authorized Person on behalf of said company, for the use and purposes therein mentioned, and the said instrument is the act and deed of said company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my signature and official seal in the City and County of Denver, and State of Colorado, the day and year last aforesaid.

My Commission Expires:

Print Name: \_\_\_\_\_  
NOTARY PUBLIC

Space above for Recorder's use only

WITNESSES:

AQUA UTILITIES FLORIDA, INC., a Florida corporation

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_, as \_\_\_\_\_ of AQUA UTILITIES FLORIDA, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing Termination of Utility Service Agreement, and acknowledged the execution thereof to be his/her free act and deed as such officer on behalf of said corporation for the use and purposes therein mentioned, and the said instrument is the act and deed of said corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my signature and official seal at Bryn Mawr, in the County of Montgomery, and State of Pennsylvania, the day and year last aforesaid.

My Commission Expires:

Print Name: \_\_\_\_\_

NOTARY PUBLIC

**Exhibit D**

Bill of Sale

**WARRANTY BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS that AQUA UTILITIES FLORIDA, INC., a Florida corporation (hereinafter referred to as "Seller"), in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid by YES COMPANIES, LLC, a Delaware limited liability company authorized to transact business in the State of Florida as YES COMMUNITIES COMPANIES, LLC (hereinafter referred to as "Buyer"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and deliver to Buyer, its successors and/or assigns, the following items of tangible personally property:

The water supply and distribution system and the wastewater collection and treatment system, both of which service the 441 space manufactured home community known as Arredondo Farms Mobile Home Park located in Gainesville, Florida (the "Property"), including, but not limited to two wells, two 5000 gallon hydropneumatic tanks, and a water distribution system, as well as an aeration wastewater plant and a 60,000 gallon per day extended aeration wastewater treatment facility and a wastewater collection system, together with all equipment used or useful in the operation thereof, and any and all below ground and above ground fixtures appurtenant thereto, including, without limitation, piping and meters.

TO HAVE AND TO HOLD the said goods and chattels, together with every privilege, right, title, interest and estate thereto belonging or in anywise appertaining.

AND THE SELLER HEREBY COVENANTS with Buyer that Seller is the lawful owner of the goods and chattels hereinabove described, that they are free and clear of all liens and encumbrances, and that Seller will warrant and defend the title of the items of tangible and intangible personal property unto Purchaser against the lawful claims of all persons or entities whomsoever.

IN WITNESS WHEREOF, the parties have has caused this Warranty Bill of Sale to be duly executed and delivered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESSES:

AQUA UTILITIES FLORIDA, INC., a  
Florida corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_, as \_\_\_\_\_ of AQUA UTILITIES FLORIDA, INC., a

Florida corporation, to me known to be the person described in and who executed the foregoing Warranty Bill of Sale, and acknowledged the execution thereof to be his/her free act and deed as such officer on behalf of said Corporation for the use and purposes therein mentioned, and the said instrument is the act and deed of said Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my signature and official seal at \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_, the day and year last aforesaid.

My Commission Expires:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC

**Exhibit E**

No Lien Affidavit

**AFFIDAVIT OF NO LIEN**

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

Before me, a duly commissioned Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_ ("Affiant"), who after being duly sworn as required by law, deposes and says that:

1. Affiant is the \_\_\_\_\_ of AQUA UTILITIES FLORIDA, INC., a Florida corporation, (the "Corporation").

2. The Corporation is the owner of the improved property (the "Aqua Property") known and legally described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO.**

3. The Corporation is the beneficiary under certain easements as described in that certain Warranty Deed dated May 4, 1989, and recorded on May 5, 1989, in O. R. Book 1734, Pages 1692-1697; that certain Grant of Easement dated May 4, 1989, and recorded on May 5, 1989, in O. R. Book 1734, Pages 1698-1701; and that certain Warranty Deed dated May 4, 1989, and recorded on May 5, 1989, in O. R. Book 1734, Pages 1708-1715, all as recorded in the Public Records of Alachua County, Florida.

4. The Corporation is the owner of a Water System and Wastewater System which provide potable water and wastewater utility service to Arredondo Farms Mobile Home Park located in Gainesville, Florida.

5. The Corporation is not the subject of any bankruptcy proceeding, whether liquidation, reorganization or arrangement, nor is it the subject of any other insolvency proceeding of any kind, and none of the foregoing types of proceedings are pending, contemplated or threatened.

6. The Corporation has possession of the Aqua Property, and there are no other persons or parties in possession.

7. There are no unrecorded labor, mechanics' or materialmen's liens against the Aqua Property, no material has been furnished or labor performed on the Aqua Property which has not been paid for in full, and there are no claims for labor, services or materials furnished for improving the Aqua Property that remain unpaid.

8. No improvements have been made to the Aqua Property within the past ninety (90) days for which payment has not been made in full.

9. There are no claims whatsoever, of any kind or description, against any fixtures or equipment located on the Aqua Property.



10. There are no existing contracts for sale, options to purchase or unrecorded liens existing against the Aqua Property.

11. Taxes upon the Aqua Property, both state and county, real and personal, if any, for the year 2012, and all prior years have been paid in full.

12. The Aqua Property is not encumbered by the lien of any judgment, writ or attachment, income tax or intangible property tax made or suffered by the Corporation.

13. Affiant is familiar with First American Title Insurance Company's ("Title Company") Title Insurance Commitment No. 5011612 - 2061-2808329, as revised from time to time, having an Effective Date of September 18, 2012, at 8:00 A.M. (the "Commitment").

14. The Corporation has not recorded, and to the best of Affiant's knowledge there have been no documents recorded, in the public records of Alachua County, Florida, which affect title to the Aqua Property; the Corporation shall not record any such documents prior to the recording of the Deed; and the Corporation has not entered into any contracts for sale, disposition or leasing of thereof.

15. The undersigned make this Affidavit for the purpose of inducing Title Company to issue title insurance on the Aqua Property in favor of YES COMPANIES, LLC, a Delaware limited liability company.

16. The undersigned does hereby agree to indemnify and hold the Title Company harmless of and from all loss, cost, damage and expense of every kind, including reasonable attorney's fees, which said Title Company shall sustain or become liable for under its policy now to be issued on account of reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the Commitment and the time of the recording of the instruments described in said Commitment to be insured.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

The foregoing Affidavit of No Liens was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, who is \_\_\_\_ personally known to me, or produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
**AQUA PROPERTY LEGAL DESCRIPTION**

**PARCEL A**

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 00 degrees 01 minutes 40 seconds East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly right-of-way line of the Seaboard Coast Line Railroad (abandoned); thence North 58 degrees 48 minutes 00 seconds East along said right-of-way line, a distance of 1650.13 feet; thence South 31 degrees 12 minutes 00 seconds East, a distance of 250.58 feet to the intersection with the Easterly edge of a concrete sidewalk and the Point of Beginning; thence North 13 degrees 42 minutes 52 seconds East along said Easterly edge, a distance of 69.26 feet to the intersection with the Southerly edge of a 0.5 foot wide concrete header curb; thence South 76 degrees 17 minutes 08 seconds East along said Southerly edge, a distance of 24.15 feet to the Southeasterly corner of a 4.0 foot wide concrete sidewalk; thence North 14 degrees 31 minutes 00 seconds East along the Easterly edge of said sidewalk, a distance of 10.00 feet to the intersection with the Southerly edge of a 3.0 foot wide concrete sidewalk; thence South 75 degrees 29 minutes 00 seconds East along said Southerly edge, a distance of 25.02 feet to the Southeasterly corner of said sidewalk; thence North 14 degrees 31 minutes 00 seconds East along the Easterly end of said sidewalk and the Westerly face of a masonry water supply storage building, a distance of 11.00 feet to the Northwesterly corner of said building; thence South 75 degrees 29 minutes 00 seconds East along the Northerly face of said building, a distance of 10.03 feet to the intersection with a chain link fence; thence North 57 degrees 48 minutes 13 seconds East along said fence, a distance of 36.28 feet; thence South 31 degrees 23 minutes 22 seconds East along said fence, a distance of 37.89 feet; thence South 59 degrees 11 minutes 24 seconds West along said fence and it's Southwesterly extension, a distance of 127.04 feet; thence North 76 degrees 17 minutes 08 seconds West, a distance of 21.00 feet to the Point of Beginning.

**PARCEL B**

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 00 degrees 01 minutes 40 seconds East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly right-of-way line of the Seaboard Coast Line Railroad (abandoned); thence North 58 degrees 48 minutes 00 seconds East along said right-of-way line, a distance of 1036.24 feet to a found concrete monument; thence continue North 58 degrees 48 minutes 00 seconds East along said right-of-way line, a distance of 1658.95 feet to a found concrete monument; thence South 31 degrees 08 minutes 14 seconds East, a

distance of 635.98 feet to a found concrete monument; thence South 58 degrees 49 minutes 22 seconds West, a distance of 103.20 feet to a found nail and disk; thence South 31 degrees 11 minutes 26 seconds East, a distance of 51.22 feet to a set iron pin (#3524) and the Point of Beginning; thence continue South 31 degrees 11 minutes 26 seconds East, a distance of 522.00 feet to a set iron pin (#3524); thence South 58 degrees 48 minutes 34 seconds West a distance of 107.00 feet to a set iron pin (#3524); thence North 31 degrees 11 minutes 26 seconds West, a distance of 110.00 feet to a set iron pin (#3524); thence South 58 degrees 48 minutes 34 seconds West, a distance of 197.00 feet to a set iron pin (#3524); thence North 31 degrees 11 minutes 26 seconds West, a distance of 412.00 feet to a set iron pin (#3524); thence North 58 degrees 48 minutes 34 seconds East, a distance of 304.00 feet to the Point of Beginning.

#### PARCEL C

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being the West 1.44 acres of Parcel "B," as described in Official Records Book 1364, Page 801, of the public records of Alachua County, Florida, and being more particularly described as follows:

Commence at a found nail and disk (#2115), marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 44°58'14" East, a distance of 1823.95 feet to a set 5/8" rebar and cap (#3524); thence continue North 44°58'14" East, a distance of 3654.80 feet to a set 5/8" rebar and cap (#3524); thence North 31°32'59" West, a distance of 663.74 feet to a found 4"x4" concrete monument (#2115), marking the Southeast corner of said Parcel "B"; thence South 58°45'44" West, a distance of 156.65 feet to the South end of a 5 foot tall chain link fence, marking the Point of Beginning; thence continue South 58°45'44" West, a distance of 503.08 feet to a found 4"x4" concrete monument (#2115); thence North 31°22'10" West, a distance of 124.94 feet to a found 4"x4" concrete monument (#2115); thence along a 5 foot tall chain link fence, North 58°43'49" East, a distance of 499.51 feet; thence South 33°00'20" East, a distance of 125.28 feet to the Point of Beginning.

**Exhibit F**

Certificates Nos. 549-W and 479-S and Order No. PSC-06-0973-FOF-WS

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

549 - W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

ARREDONDO UTILITY COMPANY, INC.  
dba AQUA UTILITIES FLORIDA, INC.

Whose principal address is:

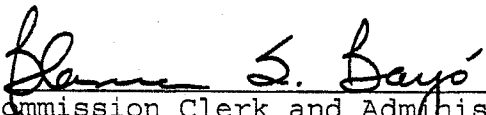
6960 Professional Parkway East, #400  
Sarasota, FL 34240 (Alachua County)

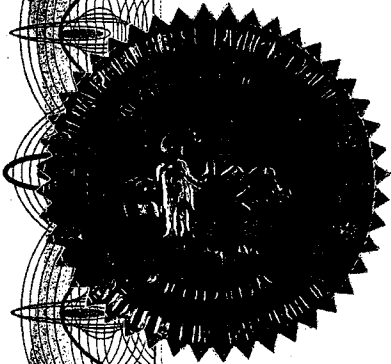
to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	PSC-92-1454-FOF-WS	DOCKET	920973-WS
ORDER	PSC-99-0481-FOF-WS	DOCKET	981509-WS
ORDER	PSC-04-0715-FOF-WS	DOCKET	040359-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

  
Commission Clerk and Administrative  
Services Director



**FLORIDA PUBLIC SERVICE COMMISSION**

Certificate Number

479 - S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

ARREDONDO UTILITY COMPANY, INC.  
dba AQUA UTILITIES FLORIDA, INC.

Whose principal address is:

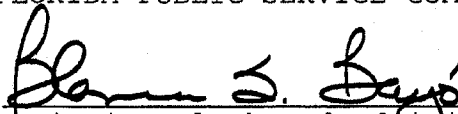
6960 Professional Parkway East, #400  
Sarasota, FL 34240 (Alachua County)

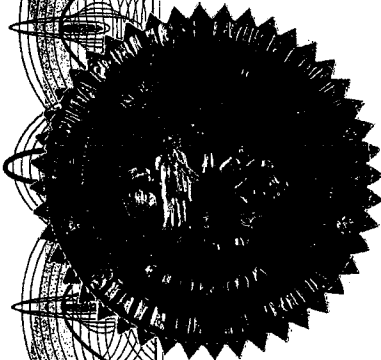
to provide wastewater service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	PSC-92-1454-FOF-WS	DOCKET	920973-WS
ORDER	PSC-99-0481-FOF-WS	DOCKET	981509-WS
ORDER	PSC-04-0715-FOF-WS	DOCKET	040359-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

  
Commission Clerk and Administrative  
Services Director



BEFORE THE PUBLIC SERVICE COMMISSION

In re: Joint application for acknowledgment of corporate reorganization and request for approval of name change on Certificate 268-S in Lee County from AquaSource Utility, Inc. d/b/a Aqua Utilities Florida, Inc.; Certificates 479-S and 549-W in Alachua County from Arredondo Utility Company, Inc. d/b/a Aqua Utilities Florida, Inc.; Certificates 053-W, 441-S, and 507-W in Palm Beach and Sumter Counties from Crystal River Utilities, Inc. d/b/a Aqua Utilities Florida, Inc.; and Certificate 346-W in Marion County from Ocala Oaks Utilities, Inc. d/b/a Aqua Utilities Florida, Inc. to Aqua Utilities Florida, Inc.; for cancellation of Certificates 424-W, 371-S, 441-W, 503-S, and 585-W in Highlands, Lake, and Polk Counties held by AquaSource Utility, Inc. d/b/a Aqua Utilities Florida, Inc.; Certificates 123-W, 510-S, and 594-W in Lake and Polk Counties held by Crystal River Utilities, Inc. d/b/a Aqua Utilities Florida, Inc.; and Certificates 083-S and 110-W in Pasco County held by Jasmine Lakes Utilities Corporation d/b/a Aqua Utilities Florida, Inc.; and for amendment of Certificates 422-W, 120-S, 106-W, 154-S, 209-W, 506-S, and 587-W in Highlands, Lake, Pasco, and Polk Counties held by Aqua Utilities Florida, Inc.

DOCKET NO. 060643-WS  
ORDER NO. PSC-06-0973-FOF-WS  
ISSUED: November 22, 2006

ORDER ACKNOWLEDGING CORPORATE REORGANIZATION  
AND APPROVING NAME CHANGE

BY THE COMMISSION:

On September 25, 2006, AquaSource Utility, Inc. (AquaSource), Arredondo Utility Company, Inc. (Arredondo), Crystal River Utilities, Inc. (Crystal River), Jasmine Lakes Utilities Corporation (Jasmine Lakes), Ocala Oaks Utilities, Inc. (Ocala Oaks), and Aqua Utilities Florida, Inc. (Aqua Utilities FL) filed a joint application for acknowledgement of corporate reorganization and approval of name change. AquaSource, Arredondo, Crystal River, Jasmine Lakes, and Ocala Oaks currently operate under the Commission-approved d/b/a of Aqua Utilities Florida, Inc. The mailing address for the applicants was given as 6960 Professional Parkway

DOCUMENT NUMBER-DATE

10747 NOV 22 06

FPSC-COMMISSION CLERK

East, Sarasota, FL 34240. Prior to the reorganization and name change, the applicants' full name, business entity, certificate number(s), and county(ies) of operation were as follows:

Company Name	Business Entity	Certificate No.	County
AquaSource Utility, Inc. d/b/a Aqua Utilities Florida, Inc.	Texas Corporation	424-W	Highlands
		371-S, 441-W	Lake
		268-S	Lee
		503-S, 585-W	Polk
Arredondo Utility Company, Inc. d/b/a/ Aqua Utilities Florida, Inc.	Florida Corporation	479-S, 549-W	Alachua
Crystal River Utilities, Inc. d/b/a Aqua Utilities Florida, Inc.	Florida Corporation	123-W	Lake
		053-W	Palm Beach
		510-S, 594-W	Polk
Jasmine Lakes Utilities Corporation d/b/a Aqua Utilities Florida, Inc.	Florida Corporation	441-S, 507-W	Sumter
		083-S, 110-W	Pasco
Ocala Oaks Utilities, Inc. d/b/a Aqua Utilities Florida, Inc.	Florida Corporation	346-W	Marion
Aqua Utilities Florida, Inc.	Florida Corporation	2-W	Brevard
		359-S, 422-W	Highlands
		120-S, 106-W	Lake
		84-W	Orange
		154-S, 209-W	Pasco
		506-S, 587-W	Polk
		284-S, 76-W	Putnam
		226-S, 279-W	Seminole
182-S, 238-W	Volusia		
		435-S, 501-W	Washington

After the reorganization and name change, all of the applicants will be owned and operated under the name of Aqua Utilities Florida, Inc., the existing Florida corporation herein identified as Aqua Utilities FL. As a result, the certificated names for Arredondo, AquaSource, Ocala Oaks, and Crystal River (479-S, 549-W, 268-S, 346-W, 53-W, 441-S and 507-W) in Alachua, Lee, Marion, Palm Beach, and Sumter Counties should be changed to Aqua Utilities Florida, Inc., as follows:

Current Name	Certificate No. and County	Name Change
Arredondo	479-S in Alachua	Aqua Utilities Florida, Inc.
Arredondo	549-W in Alachua	Aqua Utilities Florida, Inc.
AquaSource	268-S in Lee	Aqua Utilities Florida, Inc.



Ocala Oaks	346-W in Marion	Aqua Utilities Florida, Inc.
Crystal River	53-W in Palm Beach	Aqua Utilities Florida, Inc.
Crystal River	441-S in Sumter	Aqua Utilities Florida, Inc.
Crystal River	507-W in Sumter	Aqua Utilities Florida, Inc.

In addition, consistent with Commission practice, the certificates for AquaSource, Crystal River, and Jasmine Lakes (424-W, 371-S, 441-W, 123-W, 83-S, 110-W, 503-S, 510-S, 585-W, and 594-W) in Highlands, Lake, Pasco, and Polk Counties should be cancelled and the certificates for Aqua Utilities Florida, Inc. (422-W, 120-S, 106-W, 154-S, 209-W, 506-S, 587-W) in those counties should be amended to include the territories of the cancelled certificates as follows:

Current Name	Certificate No. and County	Action
AquaSource	424-W in Highlands	Cancelled
Aqua Utilities Florida, Inc.	422-W in Highlands	Amended
AquaSource	371-S in Lake	Cancelled
Aqua Utilities Florida, Inc.	120-S in Lake	Amended
AquaSource	441-W in Lake	Cancelled
Crystal River	123-W in Lake	Cancelled
Aqua Utilities Florida, Inc.	106-W in Lake	Amended
Jasmine Lakes	83-S in Pasco	Cancelled
Aqua Utilities Florida, Inc.	154-S in Pasco	Amended
Jasmine Lakes	110-W in Pasco	Cancelled
Aqua Utilities Florida, Inc.	209-W in Pasco	Amended
AquaSource	503-S in Polk	Cancelled
Crystal River	510-S in Polk	Cancelled
Aqua Utilities Florida, Inc.	506-S in Polk	Amended
AquaSource	585-W in Polk	Cancelled
Crystal River	594-W in Polk	Cancelled
Aqua Utilities Florida, Inc.	587-W in Polk	Amended

Finally, for informational purposes, the certificates currently held by Aqua Utilities Florida, Inc. which are not affected by the corporate reorganization and name change are as follows:

Current Name	Certificate No. and County	Action
Aqua Utilities Florida, Inc.	2-W in Brevard	Unchanged
Aqua Utilities Florida, Inc.	359-S in Highlands	Unchanged
Aqua Utilities Florida, Inc.	84-W in Orange	Unchanged
Aqua Utilities Florida, Inc.	284-S in Putnam	Unchanged
Aqua Utilities Florida, Inc.	76-W in Putnam	Unchanged
Aqua Utilities Florida, Inc.	226-S in Seminole	Unchanged
Aqua Utilities Florida, Inc.	279-W in Seminole	Unchanged

Aqua Utilities Florida, Inc.	182-S in Volusia	Unchanged
Aqua Utilities Florida, Inc.	238-W in Volusia	Unchanged
Aqua Utilities Florida, Inc.	435-S in Washington	Unchanged
Aqua Utilities Florida, Inc.	501-W in Washington	Unchanged

Attachment A shows the applicants' organizational structure before the reorganization, and Attachment B shows the applicants' organizational structure after the reorganization. Aqua America, Inc. (Aqua America) is a Pennsylvania corporation and the parent company of Aqua Utilities FL and AquaSource. Aqua Utilities FL is the entity that purchased the remaining assets of Florida Water Services Corporation on June 30, 2004. That transfer was approved by the Commission in Order No. PSC-05-1242-PAA-WS, issued December 20, 2005, in Docket Nos. 040951-WS and 040952-WS, In re: Joint application for approval of sale of Florida Water Services Corporation's land, facilities, and certificates in Brevard, Highlands, Lake, Orange, Pasco, Polk, Putnam, a portion of Seminole, Volusia, and Washington counties to Aqua Utilities Florida, Inc.

Prior to the reorganization, in addition to directly owning Commission-regulated assets in Highland, Lake, Lee, and Polk Counties, AquaSource also owned the Commission-regulated subsidiaries of Arredondo, Jasmine Lakes, Ocala Oaks, and Crystal River (in Lake, Palm Beach, Polk and Sumter Counties) as well as the non-Commission-regulated subsidiaries of Crystal River in Citrus County, Dolomite Utilities Corporation (Dolomite) in Sarasota County and Lake Suzy Utilities, Inc. (Lake Suzy) in DeSoto County. The purpose of the reorganization was to consolidate and segregate all of Aqua America's Commission-regulated water and wastewater assets in Florida under the ownership and name of its Florida corporation, Aqua Utilities FL. Aqua America's non-Commission regulated Florida assets of Crystal River (Citrus), Dolomite, and Lake Suzy<sup>1</sup> are to remain under Aqua America's Texas corporation, AquaSource, which name has been changed to Aqua Utilities, Inc.

We note that AquaSource's name change to Aqua Utilities, Inc. was recognized by the State of Florida, Division of Corporations, effective March 2, 2006. Section 367.1214, Florida Statutes, requires that a utility notify the Commission and its customers before changing its name. However, as previously noted, AquaSource had been authorized to do business in Florida under the fictitious name of Aqua Utilities Florida, Inc.,<sup>2</sup> which d/b/a is still actively recorded.

<sup>1</sup> Pursuant to Order No. PSC-05-0313-FOF-WS, issued March 21, 2005, in Docket No. 041294-WS, In Re: Transfer of water and wastewater service areas from Lake Suzy Utilities, Inc. d/b/a Aqua Utilities Florida, Inc. to DeSoto County, and cancellation of Certificate Nos. 599-W and 514-S in Charlotte and DeSoto Counties, Lake Suzy will cease to be regulated by the Commission upon confirmation of the transfer to DeSoto and, thus, was not included in the reorganization.

<sup>2</sup> Order No. PSC-04-0715-FOF-WS, issued July 21, 2004, in Docket No. 040359-WS, In Re: Application for authority to operate under fictitious name, Aqua Utilities Florida, Inc., by AquaSource Utility, Inc., holder of Certificates 268-S, 503-S, 585-W, 371-S, 441-W, and 424-W; Arredondo Utility Company, Inc., holder of Certificate Nos. 549-W and 479-S; Crystal River Utilities, Inc., holder of Certificate Nos. 441-S, 507-W, 510-S, 594-W, 396-W, 123-W, and 053-W; Jasmine Lakes Utilities Corporation, holder of Certificate Nos. 110-W and 083-S; Lake Suzy Utilities, Inc., holder of Certificate Nos. 514-S and 599-W; and Ocala Oaks Utilities, Inc., holder of Certificate No. 346-W.

Therefore, at no time was AquaSource operating in Florida under a name different than that by which it was known with respect to the State of Florida, the Commission, and its customers. As such, the utility did not violate the intent or purpose of Section 367.1214, Florida Statutes. However, the utility is reminded that it must notify the Commission of any future changes to its name, whether corporate or fictitious.

Through Articles of Merger filed with the Florida Department of State, Division of Corporations, on September 29, 2006 and October 16, 2006, Arredondo, Jasmine Lakes, and Ocala Oaks were merged into Aqua Utilities FL which, as the surviving corporation, succeeded all rights, title, and interests of Arredondo, Jasmine Lakes, and Ocala Oaks, which then ceased to exist. Because Crystal River and Aqua Utilities, Inc. (f/n/a AquaSource) owned systems in Florida counties not regulated by the Commission, those corporations were not merged with Aqua Utilities FL. Instead, their Commission-regulated assets were transferred to Aqua Utilities FL. These transfers were accomplished by means of a Bill of Sale and Assignment and Assumption Agreement executed separately between each entity and Aqua Utilities FL, along with Quitclaim Deeds conveying the associated real property effective October 1, 2006. Since these transfers were the result of a reorganization between subsidiaries of Aqua America, overall ownership and control of the assets remained unchanged.

Through these mergers and transfers, all Commission-regulated water and wastewater assets in Florida owned by Aqua America have now been consolidated and segregated under its Florida subsidiary corporation, Aqua Utilities FL, as was the intent of the reorganization. The application contained documents showing recognition of the applicants' Articles of Merger by the Florida Department of State, Division of Corporations. The application also contained affidavits by an officer of the applicants' corporations attesting that ownership and control of the applicants' corporations will not change as a result of the restructuring and requested name change. The application further indicates that management operations, customer service, mailing addresses, and telephone numbers for each of the systems will remain the same after the reorganization.

Finally, the application contained a proposed customer notice and revised tariffs reflecting the name change and also returned the applicants' certificates. The applicants' proposed notice shall be given to all existing customers in the first billing cycle after the name change is approved by the Commission, herein. The revised tariffs shall be effective for services rendered or connections made on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475, Florida Administrative Code. Attachment C contains the certificates affected by the reorganization and name change. The resultant order shall serve as Aqua Utilities FL's amended certificates and, as such, the order shall be retained by the utility.

The application provides sufficient documentation that neither ownership or control or transfer of assets is involved. Therefore, the applicants' corporate reorganization is hereby acknowledged and request for name change is approved effective the date of this order. The applicants' approved notice of name change shall be sent to all existing customers with the next regular billing after the order is issued. The revised tariffs shall be effective for services rendered or connections made on or after the stamped approval date on the tariff sheets pursuant

ORDER NO. PSC-06-0973-FOF-WS  
DOCKET NO. 060643-WS  
PAGE - 6 -

to Rule 25-30.475, Florida Administrative Code. The resultant order shall serve as Aqua Utilities Florida, Inc.'s amended certificates and, as such, it shall be retained by the utility.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the corporate reorganization is hereby acknowledged and request for name change is approved for Aqua Utilities Florida, Inc., effective the date of this order. It is further

ORDERED that the approved notice of name change shall be sent to all existing customers with the next regular billing after the order is issued. It is further

ORDERED that Aqua Utilities Florida, Inc., shall be on notice that it shall notify the Commission of any future name changes, whether corporate or fictitious. It is further

ORDERED that the revised tariffs shall be effective for services rendered or connections made on or after the stamped approval date on the tariff sheets pursuant to Rule 25-30.475, Florida Administrative Code. It is further


ORDERED that the resultant order shall serve as Aqua Utilities Florida, Inc.'s amended certificates and, as such, it shall be retained by the utility. It is further

ORDRED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 22nd day of November, 2006.

BLANCA S. BAYÓ, Director  
Division of the Commission Clerk  
and Administrative Services

By:

  
\_\_\_\_\_  
Kay Flynn, Chief  
Bureau of Records

(SEAL)

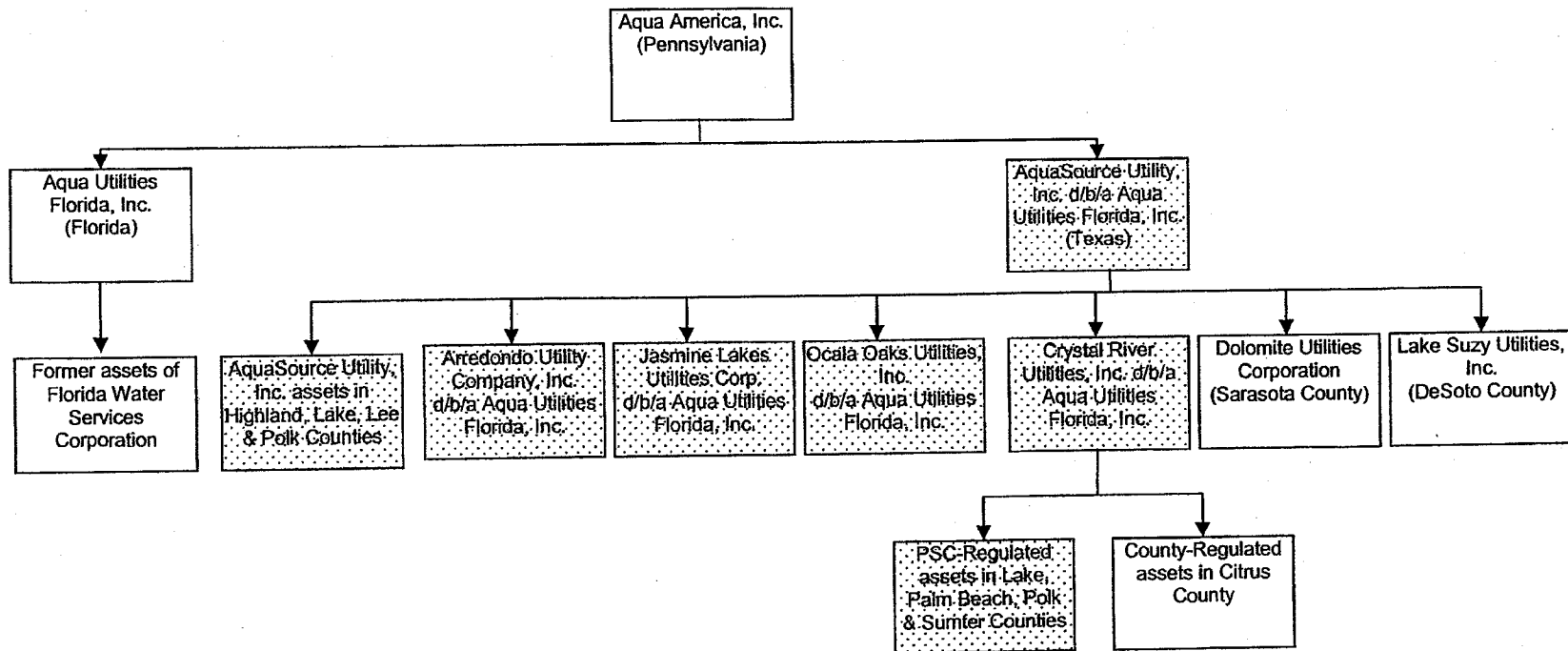
JSB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of the Commission Clerk and Administrative Services and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

**FLORIDA CONSOLIDATION LEGAL ENTITIES – “BEFORE”**

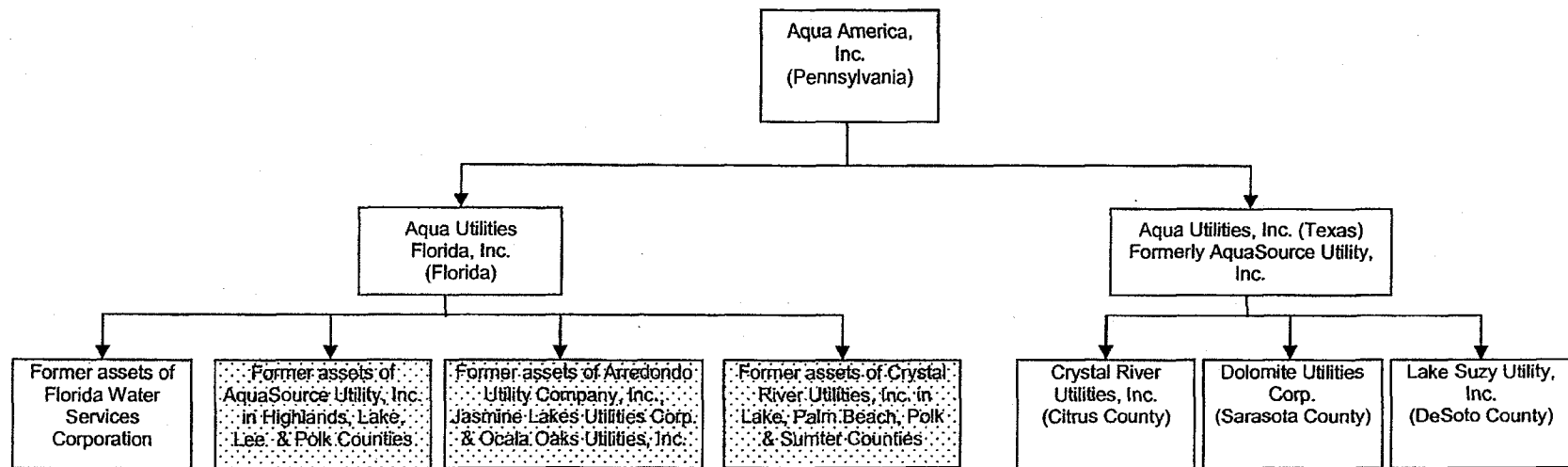


Entities/assets impacted by current reorganization



Entities/assets not impacted by current reorganization

### FLORIDA CONSOLIDATION LEGAL ENTITIES – “AFTER”



Entities/assets impacted by current reorganization



Entities/assets not impacted by current reorganization

**REVISED CERTIFICATES**

for

**AQUA UTILITIES FLORIDA, INC**

<b>479-S</b>	<b>Alachua County</b>	<b>Name Change</b>
<b>549-W</b>	<b>Alachua County</b>	<b>Name Change</b>
<b>422-W</b>	<b>Highlands County</b>	<b>Amendment</b>
<b>120-S</b>	<b>Lake County</b>	<b>Amendment</b>
<b>106-W</b>	<b>Lake County</b>	<b>Amendment</b>
<b>268-S</b>	<b>Lee County</b>	<b>Name Change</b>
<b>346-W</b>	<b>Marion County</b>	<b>Name Change</b>
<b>53-W</b>	<b>Palm Beach County</b>	<b>Name Change</b>
<b>154-S</b>	<b>Pasco County</b>	<b>Amendment</b>
<b>209-W</b>	<b>Pasco County</b>	<b>Amendment</b>
<b>506-S</b>	<b>Polk County</b>	<b>Amendment</b>
<b>587-W</b>	<b>Polk County</b>	<b>Amendment</b>
<b>441-S</b>	<b>Sumter County</b>	<b>Name Change</b>
<b>507-W</b>	<b>Sumter County</b>	<b>Name Change</b>



**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 479-S**

to provide wastewater service in Alachua County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-92-1454-FOF-WS	12/15/92	920973-WS	Original Certificate
PSC-99-0481-FOF-WS	03/08/99	981509-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 549-W**

to provide water service in Alachua County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-92-1454-FOF-WS	12/15/92	920973-WS	Original Certificate
PSC-99-0481-FOF-WS	03/08/99	981509-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 422-W**

to provide water service in Highlands County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
12879	01/13/84	830336-WS (AP)	Original Certificate
12989	02/13/84	830083-W (AP)	Original Certificate
22916	05/09/90	891250-WS	Transfer of Certificate
PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
PSC-00-1389-PAA-WU	07/31/00	991001-WU	Transfer/Amendment
PSC-01-0631-FOF-WU	03/14/01	001585-WU	Amendment
PSC-02-0651-PAA-WU	05/13/02	011401-WU	Transfer/Amendment
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 120-S**

to provide wastewater service in Lake County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
6142	05/14/74	73521-WS	Original Certificate
8299	05/05/78	780057-WS (TC)	Transfer of Certificate
9635	11/14/80	800192-WS (AP)	Original Certificate
10109	06/29/81	800636-WS (TC)	Transfer/Amendment
10109-A	07/31/81	800636-WS (MC)	Amendatory
14115	02/21/85	840304-WS	Original Certificate
19575	06/27/88	870633-WS	Transfer of Certificate
20869	03/09/89	880605-WS	Transfer/Amendment
23378	08/21/90	900106-WS	Transfer/Amendment
PSC-95-0268-FOF-WS	02/28/95	940091-WS	Transfer/Amendment
PSC-96-0131-FOF-WS	01/29/96	950231-WS	Amendment
PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
PSC-99-2115-PAA-WS	10/25/99	981779-WS	Transfer of Certificate
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 106-W**

to provide water service in Lake County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5573	11/03/72	C-72497-W	Original Certificate
5595	12/07/72	C-72505-W	Original Certificate
5666	03/06/73	C-72651-W	Original Certificate
6801	07/25/75	750327-W (AP)	Original Certificate
6928	09/30/75	750367-W	Original Certificate
8075	12/02/77	770578-W (TC)	Transfer/Amendment
8076	12/02/77	770577-W (TC)	Transfer/Amendment
8144	01/25/78	770579-W (TC)	Transfer/Amendment
8299	05/05/78	780057-WS (TC)	Transfer/Amendment
9483	08/05/80	791043-W	Transfer/Amendment
9635	11/14/80	800192-WS (AP)	Original Certificate
9688	12/10/80	791043-W (TC)	Amendatory
9988	05/05/81	780278-WS (TC)	Transfer/Amendment
10109	06/29/81	800636-WS (TC)	Transfer/Amendment
10109-A	07/31/81	800636-WS (MC)	Amendatory
14115	02/21/85	840304-WS	Original Certificate
15295	10/25/85	850695-WU	Amendment
19575	06/27/88	870633-WS	Transfer of Certificate
20647	01/24/89	881011-WU	Transfer/Amendment
20869	03/09/89	880605-WS	Transfer/Amendment
21636	07/31/89	890348-WU	Transfer/Amendment
23378	08/21/90	900106-WS	Transfer/Amendment
23459	09/11/90	900227-WU	Amendment
23505	09/18/90	900556-WU	Amendment
23656	10/23/90	891320-WU	Amendment
23852	12/10/90	900556-WU	Affirmation of Amendment
24230	03/12/91	900702-WU	Amendment

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 106-W**  
**(Page 2)**

to provide water service in Lake County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-93-0754-FOF-WU	05/18/93	921044-WU	Amendment
PSC-93-0754-A-FOF-WU	06/07/93	921044-WU	Amendatory
PSC-93-1150-FOF-WU	08/09/93	930129-WU	Amendment
PSC-93-1306-FOF-WU	09/08/93	930129-WU	Amendment
PSC-95-0268-FOF-WS	02/28/95	940091-WS	Transfer/Amendment
PSC-96-0131-FOF-WS	01/29/96	950231-WS	Amendment
PSC-96-0432-FOF-WU	03/28/96	950880-WU	Transfer/Amendment
PSC-96-1409-FOF-WU	11/20/96	960716-WU	Transfer of Certificate
PSC-97-0375-FOF-WU	04/07/97	960793-WU	Transfer/Amendment
PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
PSC-99-0483-FOF-WS	03/08/99	981508-WS	Transfer of Majority Control
PSC-99-2115-PAA-WS	10/25/99	981779-WS	Transfer of Certificate
PSC-02-1427-FOF-WU	10/18/02	990054-WU	Amendment/Deletion
PSC-03-0627-FOF-WU	05/23/03	021142-WU	Amendment
PSC-03-1235-FOF-WU	11/03/03	021137-WU	Amendment
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 268-S**

to provide wastewater service in Lee County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
8851	04/27/79	780586-S (AP)	Original Certificate
8851-A	05/09/79	780586-S (AP)	Amendatory
25242	10/22/91	910858-SU	Amendment
PSC-93-1487-FOF-SU	10/12/93	930673-SU	Amendment
PSC-99-1910-PAA-SU	09/27/99	982017-SU	Transfer of Certificate
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 346-W**

to provide water service in Marion County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
10471	12/23/81	810470-W (AP)	Original Certificate
12455	09/07/83	830283-W (EX)	Amendment
14000	01/14/85	840107-WU	Amendment
14178	03/14/85	850047-WU	Amendment
14474	06/17/85	850119-WU	Amendment
15294	10/24/85	850449-WU	Amendment
16487	08/19/86	860923-WU	Amendment
22978	05/24/90	900074-WU	Amendment
PSC-93-0343-FOF-WU	03/08/93	921071-WU	Amendment
PSC-94-0988-FOF-WU	08/15/94	930950-WU	Transfer/Amendment
PSC-99-1925-PAA-WU	09/28/99	981030-WU	Transfer/Amendment
PSC-99-2499-FOF-WU	12/21/99	981907-WU	Transfer of Majority Control
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change



**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 53-W**

to provide water service in Palm Beach County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5298	01/12/72	C-71484-W	Original Certificate
5434	05/30/72	72301-W	Transfer of Certificate
5538	10/03/72	T-72495-W	Transfer of Certificate
PSC-97-1149-FOF-WU	09/30/97	961535-WU	Transfer of Certificate
PSC-99-0483-FOF-WS	03/08/99	981508-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 154-S**

to provide wastewater service in Pasco County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5605	12/27/72	C-72657-S	Original Certificate
6506	02/11/75	74091-S	Original Certificate
6506-A	06/29/84	74091-S	Amendatory
18243	10/05/87	870572-WS	Transfer of Certificate
20140	10/10/88	880472-WS	Transfer of Certificate
21146	04/28/89	890202-WS	Amendment
23728	11/07/90	900291-WS	Transfer of Certificate
PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
PSC-99-0482-FOF-WS	03/08/99	981780-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 209-W**

to provide water service in Pasco County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5605	12/27/72	C-72656-W	Original Certificate
6506	02/11/75	74090-W	Original Certificate
6506-A	06/29/84	74090-W	Amendatory
18243	10/05/87	870572-WS	Transfer of Certificate
20140	10/10/88	880472-WS	Transfer of Certificate
21146	04/28/89	890202-WS	Amendment
23728	11/07/90	900291-WS	Transfer of Certificate
PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
PSC-99-0482-FOF-WS	03/08/99	981780-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 506-S**

to provide wastewater service in Polk County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-96-1568-FOF-WS	12/23/96	960989-WS	Grandfather Certificate
PSC-96-1568-A-FOF-WS	12/24/96	960989-WS	Amendatory
PSC-97-0376-FOF-WS	04/07/97	960909-WS	Grandfather Certificate
PSC-97-0427-FOF-WS	04/16/97	970028-WS	Name Change
PSC-98-0371-FOF-WS	03/06/98	961014-WS	Grandfather Certificate
PSC-99-0483-FOF-WS	03/08/99	981508-WS	Transfer of Majority Control
PSC-99-1882-PAA-WS	09/21/99	981697-WS	Transfer of Certificate
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 587-W**

to provide water service in Polk County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-96-1568-FOF-WS	12/23/96	960989-WS	Grandfather Certificate
PSC-96-1568-A-FOF-WS	12/24/96	960989-WS	Amendatory
PSC-97-0376-FOF-WS	04/07/97	960909-WS	Grandfather Certificate
PSC-97-0427-FOF-WS	04/16/96	970028-WS	Name Change
PSC-98-0371-FOF-WS	03/06/98	961014-WS	Grandfather Certificate
PSC-99-0483-FOF-WS	03/08/99	981508-WS	Transfer of Majority Control
PSC-99-1882-PAA-WS	09/21/99	981697-WS	Transfer of Certificate
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-04-0859-FOF-WU	09/02/04	040484-WU	Amendment
PSC-05-1242-PAA-WS	12/20/05	040951-WS	Transfer of Certificate
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 441-S**

to provide wastewater service in Sumter County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
19848	08/22/88	880013-WS	Grandfather Certificate
20518	12/23/88	880485-SU	Transfer of Certificate
PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer of Certificate
PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
PSC-96-0666-FOF-WS	05/14/96	951330-WS	Transfer of Majority Control
PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer of Certificate
PSC-99-0483-FOF-WS	03/08/99	981508-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**FLORIDA PUBLIC SERVICE COMMISSION**

authorizes

**Aqua Utilities Florida, Inc.**  
pursuant to  
**Certificate Number 507-W**

to provide water service in Sumter County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
19848	08/22/88	880013-WS	Grandfather Certificate
25012	09/04/91	910586-WU	Amendment
PSC-92-1113-FOF-WS	10/05/92	920176-WS	Transfer of Certificate
PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change
PSC-96-0666-FOF-WS	05/14/96	951330-WS	Transfer of Majority Control
PSC-97-0312-FOF-WS	03/24/97	960643-WS	Transfer of Certificate
PSC-99-0483-FOF-WS	03/08/99	981508-WS	Transfer of Majority Control
PSC-04-0715-FOF-WS	07/21/04	040359-WS	Name Change
PSC-06-0973-FOF-WS	11/22/06	060643-WS	Reorganization/Name Change

**Exhibit G**

Rate Base Asset Listing for Facilities Purchaser is Acquiring



**AQUA UTILITIES FLORIDA**  
**Arredondo Farms NBV**  
**As of 8/31/12**

<u>business segment</u>	<u>book cost</u>	<u>allocated reserve</u>	<u>net book value</u>
1-Water	2,960.00	-	2,960.00
1-Water	1,161.16	368.52	792.64
1-Water	1,867.28	486.48	1,380.80
1-Water	4,849.04	1,995.19	2,853.85
1-Water	3,854.00	3,431.89	422.11
1-Water	14,414.42	4,337.57	10,076.85
1-Water	4,294.73	1,068.30	3,226.43
1-Water	8,560.00	8,560.00	-
1-Water	1,995.90	1,963.91	31.99
1-Water	14,499.37	6,044.97	8,454.40
1-Water	1,442.07	53.27	1,388.80
1-Water	15,034.22	15,034.22	-
1-Water	4,025.22	326.23	3,698.99
1-Water	4,709.32	4,709.32	-
1-Water	9,730.74	788.63	8,942.11
1-Water	29,045.73	11,980.98	17,064.75
1-Water	18,884.96	18,983.64	(98.68)
1-Water	299.67	299.94	(0.27)
1-Water	36,031.22	27,450.28	8,580.94
1-Water	2,337.06	76.55	2,260.51
1-Water	595.24	103.06	492.18
1-Water	864.85	149.73	715.12
1-Water	617.35	106.88	510.47
1-Water	11,846.12	2,050.95	9,795.17
1-Water	5,845.47	1,340.27	4,505.20
1-Water	3,584.05	821.77	2,762.28
1-Water	1,764.68	305.52	1,459.16
1-Water	793.12	137.32	655.80
1-Water	1,164.51	201.61	962.90
1-Water	3,049.44	527.96	2,521.48
1-Water	453.27	78.48	374.79
1-Water	3,576.06	619.13	2,956.93
1-Water	1,871.94	324.09	1,547.85
1-Water	1,530.50	50.13	1,480.37
1-Water	2,563.06	83.95	2,479.11
1-Water	1,488.11	257.64	1,230.47
1-Water	1,831.15	317.03	1,514.12
1-Water	949.25	164.35	784.90
1-Water	940.20	30.80	909.40
1-Water	1,018.49	33.36	985.13
1-Water	1,987.87	344.17	1,643.70
1-Water	2,707.50	468.76	2,238.74
1-Water	886.31	153.45	732.86
1-Water	896.50	155.21	741.29
1-Water	1,984.13	343.52	1,640.61
1-Water	1,314.00	227.50	1,086.50

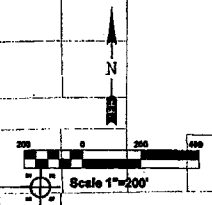
1-Water	22,192.36	15,057.36	7,135.00
1-Water	3,816.98	660.84	3,156.14
1-Water	661.39	114.51	546.88
1-Water	3,661.94	119.94	3,542.00
1-Water	387.25	67.05	320.20
1-Water	1,302.92	225.58	1,077.34
1-Water	2,008.88	235.00	1,773.88
1-Water	1,870.44	323.83	1,546.61
1-Water	3,532.45	611.58	2,920.87
1-Water	1,183.05	11.22	1,171.83
1-Water	2,039.93	358.05	1,681.88
1-Water	366.02	64.24	301.78
1-Water	834.17	146.41	687.76
1-Water	1,509.70	50.13	1,459.57
1-Water	2,817.72	93.57	2,724.15
1-Water	397.58	13.20	384.38
1-Water	1,338.54	82.55	1,255.99
1-Water	326.00	10.83	315.17
1-Water	6,409.98	4,409.10	2,000.88
1-Water	343.49	60.29	283.20
1-Water	1,681.47	295.13	1,386.34
1-Water	1,255.23	41.68	1,213.55
1-Water	1,028.24	63.41	964.83
1-Water	274.68	48.21	226.47
1-Water	836.48	232.16	604.32
1-Water	1,120.92	16.82	1,104.10
1-Water	1,169.70	324.64	845.06
1-Water	1,386.12	384.71	1,001.41
1-Water	60,495.94	16,790.30	43,705.62
1-Water	1,226.85	340.51	886.34
1-Water	1,267.39	351.76	915.63
1-Water	268.58	74.54	194.04
1-Water	1,366.63	1,366.63	-
1-Water	474.88	144.80	330.08
1-Water	271.04	288.94	(17.90)
1-Water	2,135.89	2,276.99	(141.10)
1-Water	608.17	642.17	(34.00)
1-Water	1,690.71	1,832.00	(141.29)
<b>Water Total UPIS</b>	<b>371,678.99</b>	<b>165,587.21</b>	<b>206,091.76</b>
2-Wastewater	7,232.00	-	7,232.00
2-Wastewater	72,249.77	4,167.46	68,082.31
2-Wastewater	609.83	18.94	590.89
2-Wastewater	4,172.00	907.05	3,264.95
2-Wastewater	47,136.79	2,718.91	44,417.88
2-Wastewater	63,242.26	3,647.89	59,594.37
2-Wastewater	1,780.80	1,780.80	-
2-Wastewater	11,946.01	11,946.01	-
2-Wastewater	9,797.14	3,731.10	6,066.04
2-Wastewater	(979.36)	-	(979.36)
2-Wastewater	979.36	-	979.36
2-Wastewater	347.44	85.07	262.37
2-Wastewater	929.10	375.04	554.06

2-Wastewater	2,069.82	27.41	2,042.41
2-Wastewater	73,652.82	70,669.39	2,981.82
2-Wastewater	1,181.85	54.74	1,127.11
2-Wastewater	1,388.55	229.71	1,158.84
2-Wastewater	1,129.36	276.51	852.85
2-Wastewater	859.77	347.05	512.72
2-Wastewater	1,977.96	484.29	1,493.67
2-Wastewater	929.23	301.30	627.93
2-Wastewater	777.16	758.80	18.36
2-Wastewater	704.61	33.21	671.40
2-Wastewater	2,769.33	130.53	2,638.80
2-Wastewater	635.00	762.00	(127.00)
2-Wastewater	2,373.94	(188.41)	2,562.35
2-Wastewater	27,959.94	(5,022.15)	32,982.09
2-Wastewater	148.87	(30.47)	179.34
2-Wastewater	507.55	117.46	390.09
2-Wastewater	546.38	445.88	100.50
2-Wastewater	174.16	142.13	32.03
2-Wastewater	1,899.82	1,550.38	349.44
2-Wastewater	274.76	43.51	231.25
2-Wastewater	98,534.58	15,602.08	82,932.50
2-Wastewater	164,542.20	26,053.80	138,488.40
2-Wastewater	97,663.64	97,663.64	-
2-Wastewater	19,255.34	3,048.91	16,206.43
2-Wastewater	338.91	103.20	235.71
2-Wastewater	549.28	86.97	462.31
2-Wastewater	1,726.85	525.83	1,201.02
2-Wastewater	261.85	13.64	248.21
2-Wastewater	662.93	698.93	(36.00)
2-Wastewater	1,257.48	1,334.48	(77.00)
2-Wastewater	311.00	328.00	(17.00)
2-Wastewater	44,132.44	30,033.41	14,099.03
2-Wastewater	1,557.33	1,687.33	(130.00)
<b>Wastewater Total L</b>	<b>772,197.85</b>	<b>277,691.76</b>	<b>494,504.48</b>
1-Water	(701.88)	96.22	(798.10)
1-Water	(5,191.00)	3,328.66	(8,519.66)
1-Water	(330.00)	(364.80)	34.80
1-Water	(10,724.58)	(16,014.23)	5,289.65
1-Water	(220.00)	(243.20)	23.20
1-Water	(110.00)	(121.60)	11.60
1-Water	(330.00)	(364.80)	34.80
1-Water	(220.00)	(243.20)	23.20
<b>Water Total CIAC</b>	<b>(17,827.46)</b>	<b>(13,926.95)</b>	<b>(3,900.51)</b>
<b>Grand Total</b>	<b>1,126,049.38</b>	<b>429,352.02</b>	<b>696,695.73</b>

## **Exhibit H**

### Engineering Plans and Specifications for Facilities

# AQUA UTILITIES FLORIDA ARREDONDO FARMS - WATER TOWNSHIP: 10 S / RANGE: 19 E



cph asst



**LEGEND**

- Inactive since prior to Aqua covering system
- COMMERCIAL WATER CUSTOMER
- WATER CUSTOMER
- 2" BLOW-OFF VALVE
- FIRE HYDRANT
- REDUCER
- 6" WATER (8,261 LP)
- 4" WATER (1,783 LP)
- 2" WATER (20,136 LP)
- 1" WATER (80 LP)
- SECTION LINE
- SERVICE AREA BOUNDARY

Certificate of Authorization  
No. 3123



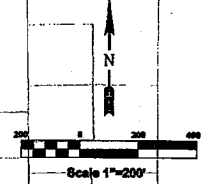
© 2008 Aqua Utilities Florida, Inc. All Rights Reserved.

DATE: FEBRUARY 2008  
AQUA UTILITIES SERVICE AREA MAPPING

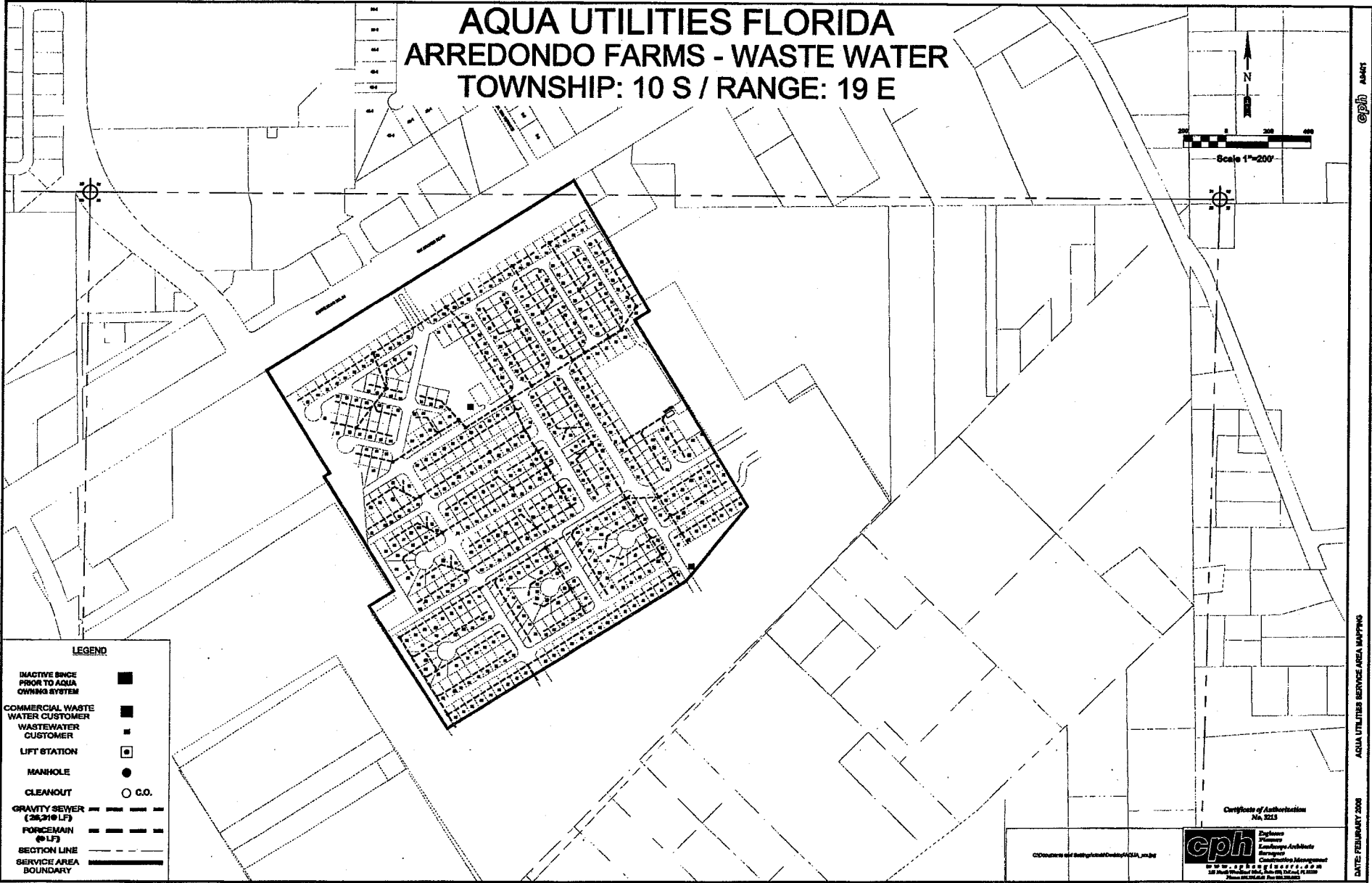
# AQUA UTILITIES FLORIDA

## ARREDONDO FARMS - WASTE WATER

### TOWNSHIP: 10 S / RANGE: 19 E



eplh AS&T



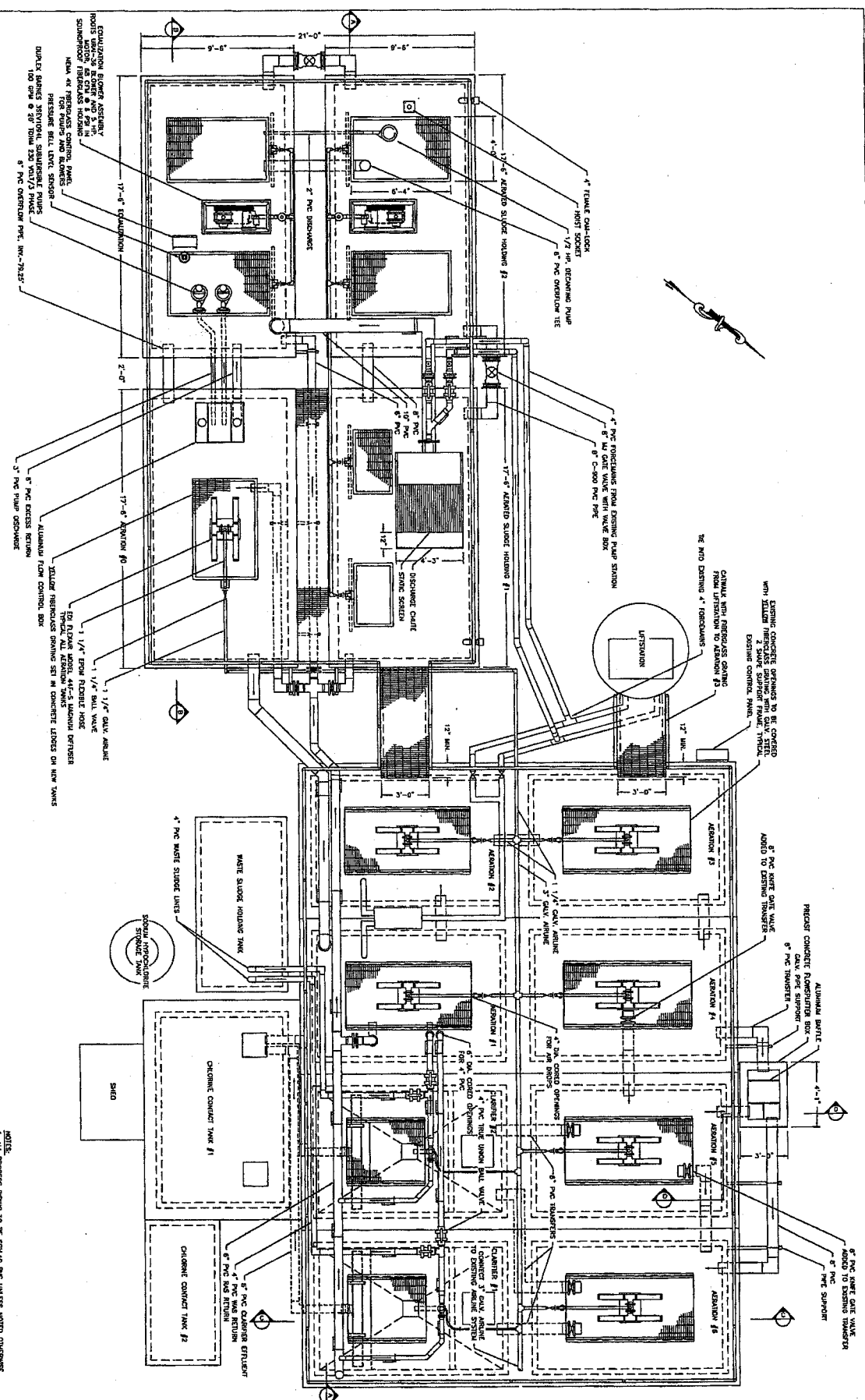
LEGEND	
INACTIVE SINCE PRIOR TO AQUA OWNING SYSTEM	■
COMMERCIAL WASTE WATER CUSTOMER	■
WASTEWATER CUSTOMER	■
LIFT STATION	□
MANHOLE	●
CLEANOUT	○ C.O.
GRAVITY SEWER (24" LF)	---
FORCEMAIN (6" LF)	---
SECTION LINE	---
SERVICE AREA BOUNDARY	---

Certificate of Authorization  
No. 2213

**Engineers  
Planners  
Architects  
Surveyors**  
 Construction Management  
1100 N. W. 10th St., Suite 1000, Ft. Lauderdale, FL 33309  
Phone: 954.524.4444 Fax: 954.524.4444

DATE: FEBRUARY 2008 AQUA UTILITIES SERVICE AREA MAPPING





- NOTES:
1. ALL PROCESS PIPING TO BE SCHED 40 UNLESS NOTED OTHERWISE.
  2. ALL WASTE PIPING TO BE SCHED 40 UNLESS NOTED OTHERWISE.
  3. ALL WASTE PIPING TO BE 5000 PSI AT 28 INCHES.
  4. PRECAST CONCRETE TO BE 5000 PSI AT 28 INCHES.
  5. NEW CONCRETE JOINTS TO CONTAIN "TRENDRON" WATERPROOFING ADHESIVE.

PLAN VIEW	DRAWN BY:	ADM	REVISIONS:
PROPOSED IMPROVEMENTS	DATE:	3/15/10	
ARRENDONCO FARMS WHITE	SCALE:	3/8"=1'	
AQUA UTILITIES OF FLORIDA	DRAWING NO.:	PC292A	

# MACK INDUSTRIES, INC.



**Exhibit I**

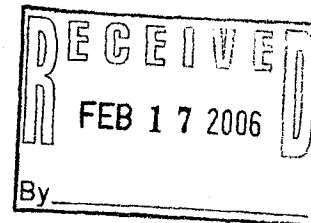
Miscellaneous Exhibits

1. All pending or threatened actions at law, suits in equity or administrative proceedings relating to the Facilities other than the Legal Proceedings.

None.

2. All contracts or obligations of any nature between Seller and any other party relating to Seller's ownership and operation of the Facilities.

**CONTRACT FOR SERVICE**



Art's Lawn & Land Design, Inc.  
1020 N.E. 22nd Place  
Ocala, FL 34470  
(352) 274-4917 Cell  
(352) 368-7951 Office

**THIS AGREEMENT**, made and entered into this 28th day of February, 2006, by and between ART'S LAWN & LAND DESIGN, INC., and AQUA UTILITIES FLORIDA, customer, whose address is 1100 Thomas Avenue, Leesburg, FL 34748. ART'S LAWN & LAND DESIGN, INC. agrees to the following services:

**LAWN SERVICES:**

1. Cutting of the grass.
2. Cleanup of all trash and small debris (i.e., limbs, leaves, pine needles, etc.).
3. Weed-eating all edges, around beds and trees, buildings, fences, where grass is not cut by mower.
4. Removal of any undesirable growth, including small trees, vines, large weeds, that are growing in fenced-in areas.

These services will be provided twice a month, beginning March, 2006, at the following locations:

Marion County:

Ocala Oaks Water Utility  
Plant #6577 (11 total)

Alachua County:

Arredondo Estates/Water  
Plant # 6567

Arredondo Farms/Water  
Plant #6568

Arredondo Farms/Sewer  
Plant # 6389

Citrus County:

Castle Lake/Water  
Plant #6555

Kenwood North/  
Water  
Plant #6557

Pine Valley/Water  
Plant #6560

The Meadows/Water  
Plant #6559

West Citrus/Water  
Plant #6563

**Payment for services:** The total cost of services as outlined above shall be \$2,000.00 per month.

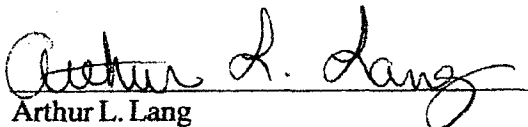
The parties agree that all payments will be made Net-30. A late fee of \$25.00 shall be assessed if payment is not received by the 10th. A returned check fee of \$30.00 shall be assessed for any check which is dishonored.

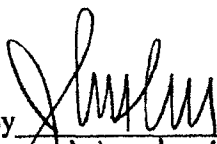
Any additional services desired outside the scope of this contract, i.e., storm damage, etc., shall be negotiated between the parties.

The parties agree that this contract shall renew automatically on the anniversary date, unless either party requests a new contract thirty (30) days prior to the expiration date.

**IN WITNESS THEREOF**, the parties have hereunto set their hands and seals, this \_\_\_\_ day of February, 2006.

**ART'S LAWN & LAND DESIGN, INC.**

  
Arthur L. Lang

By   
\_\_\_\_\_  
John M. Kivoreik, as President  
(Print Name)  
AQUA UTILITIES FLORIDA  
Customer

PLACE BUSINESS CARD HERE



Re-Sign

**Service Agreement**

**A. CUSTOMER SITE INFORMATION**

Site Name: <i>AGUA Utilities</i>	Customer Class:	Effective Date: <i>8/23/12</i>	Account #:
Service Address: <i>7117 SW Archer Road</i>	Service Area:	Salesperson: <i>K. Miller</i>	
City/State: <i>Gainesville, FL</i>	Zip Code: <i>32608</i>	Contact Name: <i>Dave Haring</i>	
Email:	Telephone:	Fax:	Mobile: <i>352-219-7518</i>

**B. BILLING INFORMATION**

Billing Name: <i>AGUA</i>	P.O. # Required? Y / N		
Billing Address: <i>P.O. Box 2480</i>	Billing Cycle:	Customer Deposit:	
City/State: <i>Lady Lake, FL</i>	Zip Code: <i>32158</i>	Contact Name: <i>Gene Day</i>	
Email:	Telephone: <i>352-435-4022</i>	Fax:	Mobile:

**C. EQUIPMENT / SERVICE SPECIFICATIONS**

Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule
<i>1</i>	<i>FeL</i>	<i>MSW</i>	<i>4Yd.</i>	<i>Monthly</i>					<i>110.<sup>00</sup></i> <i>Month Haul</i>	<i>S M T W T F S</i>
									<i>Month Haul</i>	<i>S M T W T F S</i>
									<i>Month Haul</i>	<i>S M T W T F S</i>
									<i>Month Haul</i>	<i>S M T W T F S</i>

**D. ADDITIONAL FEES**

Delivery: <i>N/A</i>	Removal:	Locks/Castors:
Container Rental:	Franchise Fee: <i>11.1%</i>	
Disposal:	Fuel/Environmental: <i>yes, yes</i>	
Extra Pickup:	*A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice.	
Special Services:		

Other Instructions:

Special Service:

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER

Customer Signature: *David Haring* Date: *8-23-12*  
 Waste Pro Representative: *Kristin Miller* Date: *8/23/12*

TERMS & CONDITIONS ON THE REVERSE

**AGREEMENT FOR TRANSPORTATION, TREATMENT AND DISPOSAL OF  
DOMESTIC WASTEWATER RESIDUALS**

This AGREEMENT by and between AMERICAN PIPE & TANK, INC. D/B/A/ CENTRAL PROCESS (hereinafter CENTRAL PROCESS) and  
AQUA UTILITIES, 3 whose address is 1100 Thomas Ave. Leesburg, FL 34748

hereinafter referred to as CLIENT.

WITNESSETH THAT

WHEREAS, CENTRAL PROCESS is the owner and operator of a 0.09M.G.D. Residuals Management Facility, Permit #FLA010776 and Agricultural Use Site, and

WHEREAS, sufficient capacity shall be maintained and

WHEREAS, said treatment and disposal site has been approved and operating under Florida Department of Environmental Protection (FDEP) permit file in compliance with Chapter 62-640 FAC and

WHEREAS, the CLIENT owns and operates the domestic wastewater treatment plant permitted as see attached

hereinafter referred to as "SOURCE" and has the need to dispose of the waste residual generated by the "SOURCE" and

WHEREAS, the CLIENT and Central Process both operate treatment facilities in compliance with Chapter 62-600 FAC, the degree of treatment at the plants determined according to said Chapter the true identity (treatment plant) referred to as "GENERATOR". For the ease of permitting Central Process will be referred to as "GENERATOR".

WHEREAS, as a condition precedent to the obtaining a valid operating permit for the SOURCE, FDEP requires the GENERATOR to file an Agricultural Use Plan whereby the SOURCE certifies that his residuals shall meet the chemical criteria for residuals suitable for land application.

NOW THEREFORE, for and in consideration of the mutual terms, covenants and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

1. Nothing in this Agreement shall supercede or take precedence over the obligations and responsibility of each party to operate and maintain his individual plant in compliance with the frequency and schedule stated in Chapter 62-640, FAC.
2. The CLIENT hereby covenants and agrees:
  - A. If the CLIENT stabilizes the residuals to Level "B" or above, none of said residuals can be mixed with unstabilized materials. If mixing has occurred, the entire load will be required to be stabilized at the Central Process Plant.
  - B. The CLIENT shall pay for the transportation, treatment and disposal as dictated in the AGREEMENT PAY SCHEDULE "A" attached to this contract.
  - C. The CLIENT warrants that the residuals delivered to the generator shall not contain any hazardous, toxic or radioactive waste or substances as defined by applicable federal, state and local laws or restrictions.
3. Central Process hereby covenants and agrees:
  - A. To maintain, monitor and operate the lime stabilization plant and residuals disposal site in compliance with Chapter 62-640, FAC.
  - B. To accept all responsibility for the proper measurement, stabilization and land application for the proper disposal of the residuals as required by Chapter 62-640, FAC.

(CONTINUED ON REVERSE SIDE)

- C. To maintain a record of the total quantity of residuals land applied and file with FDEP an annual summary of the total quantity of residuals, heavy metals and nitrogen land applied, in which the CLIENT is a contributor thereof, to meet the GENERATOR'S certification requirements of the Agricultural Use Plan for this 412 BPF.
4. It is further understood by both parties that:
- A. Both parties understand that this Agreement is subject to the rules, regulations and directives of the regulatory agencies and agree that in the event such rules, regulations and directives require modification of the Agreement, they will negotiate in good faith to make such modification.
- B. Upon arrival onsite for treatment, residuals from the CLIENT'S plant, 412 BPF has the right to refuse treatment of said residuals, if it demonstrates properties that are not consistent with Land Application. The CLIENT will be responsible for the removal and proper disposal of material.
5. It is specifically agreed and understood by all parties hereto, that the rate stated in the Agreement Pay Schedule "A" is for the proper treatment, transportation and disposal of residuals delivered by AMERICAN PIPE & TANK, INC. to the 412 BPF site and proper disposal of the same.
6. Payment shall be made by Customer within thirty (30) days after receipt of an Invoice from Contractor. In the event that any payment is not made when due, Contractor at its sole option, may, at any time, terminate this Agreement on notice to Customer and the Department of Environmental Protection. Contractor may impose and Customer agrees to pay a late fee not to exceed the maximum rate allowed by applicable law for all past due payments.
7. Contractor shall not be responsible for damage to CLIENT'S pavement or other driving surface resulting from the weight of Contractor's vehicles servicing the wastewater treatment plant on routes designated by Customer.
8. Changes in the Schedule of Charges, capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.
9. Since disposal related charges and fuel costs are a significant portion of the cost of Contractor's services provided hereunder, Contractor may increase the unit price of the Schedule of Charges in an amount equal to any equivalent unit increase in disposal or fuel costs.
10. The term of this Agreement shall be for three (3) years from the effective date of service and shall be automatically renewed for like terms unless either party shall give written notice of termination (Certified Mail) to the other at least sixty (60) days prior to termination of the initial term or any renewal term. In the event the CLIENT terminates this Agreement other than as provided above, CLIENT shall pay to Contractor as liquidated damages, a sum calculated as follows: (a) if the remaining term under this Agreement is six months or more, CLIENT shall pay its most recent monthly charge multiplied by six (6); (b) if the remaining term under this Agreement is less than six months, CLIENT shall pay its most recent charge multiplied by the number of remaining months in the term.
11. That 412 BPF shall assume responsibility for the proper transport and spill contingency for residuals from the CLIENT once loaded into Company owned tankers.
12. In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

This AGREEMENT shall be binding on the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused these present to be executed this 22 day of September, 2005.

S. Fodgett  
Witness

Carrie Moore  
Witness

By: [Signature]  
George S. Conomos  
412 BIOSOLIDS PROCESSING FACILITY  
[Signature], Pres.  
Client (TITLE)  
JOHN M. LIHWORZIK  
(Print Name)





P.O. Box 1469  
Eagle Lake, FL 33839  
1-800-408-8882

### AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: August 29, 2012

Name Aqua Utilities  
Address PO Box 2480  
City Lady Lake, FL 32158-2480  
Phone 386.937.1091

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:

Two (2) ponds associated with Arredondo Farms MHP  
Lady Lake, Florida

- B. The scope of the aquatic management services shall consist of herbicide treatments for the health, appearance and utility of the water.  
C. The AAM management program will include the control of the following categories of vegetation for the specified sum:
- |                                    |          |
|------------------------------------|----------|
| 1. Submersed vegetation control    | Included |
| 2. Emerged vegetation control      | Included |
| 3. Floating vegetation control     | Included |
| 4. Filamentous algae control       | Included |
| 5. Shoreline grass & brush control | Included |

Service shall consist of a minimum of monthly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

- D. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 10/01/12 thru 9/30/13.

Agreement will automatically renew as per Term & Condition 15.

Start-up Charge	NA	Due at the start of work	
Maintenance Fee	\$110.00	Due	monthly as billed x 12.
Fuel Surcharge	As per Term & Condition 15		
Total Annual Cost	\$1,320.00		

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- E. AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.  
F. The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before September 29, 2012  
G. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Wade L. Pharis, VP Date: 8/29/2012

Wade L. Pharis  
AAM

Accepted Date:  
Philip Hausberg 8/29/12  
Customer

## Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customer's request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.
15. AAM may increase the maintenance fee or assess a surcharge for any increase in fuel or transportation costs due to uncontrollable circumstances including without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fire, etc. AAM may also increase the maintenance fee or assess a surcharge to reflect increases in the Consumer Price Index for the municipal or regional area in which the services are located.

# **DUMONT**

December 9, 2009

Aqua Utilities Florida, Inc  
ATTN: Harry Householder  
1100 Thomas Ave.  
Leesburg, FL 34748

Dear Harry,

Enclosed you will find two executed copies of our proposed agreement. Let me know if you have any problems with the wording; I pulled everything from the proposal letter, so think it will all be as agreed.

We are already ordering tanks and making our plans for the transition. As soon as you have approved this we will begin contacting your Regional Managers and scheduling tank change outs.

Look forward to work with you and your organization. Thanks.

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, located below the main body of text.

# **DUMONT**

## **Agreement for Providing Chemical Services**

The Dumont Company, Inc (Dumont) proposes to provide services to Aqua Utilities Florida, Inc. (Aqua Utilities) as described below:

Dumont will provide and install all tanks and drums that may be required for all facilities during the term of the contract. All tanks will be an opaque 1.9 density heavy duty polyethylene material with UV inhibitors blended in the resin. To begin services, Dumont will be furnishing 8-500 gallon tanks, 9-350 gallon tanks, 2-300 gallon tanks, 18-165 gallon tanks, 8-100 gallon tanks and 71-55 gallon drums. Containments will be furnished for all tanks where a reportable spill is possible (over 100 gallons).

The tanks have all been weigh-tested to determine the volume of bleach in every column inch of each tank. A label will be attached to each tank showing the amount of bleach expressed in gallons that is contained in a column inch for that specific tank style based on the weigh-testing. Inch tape will be attached to the side of each tank and will be used to determine the amount of product delivered on each visit.

A delivery ticket showing proof of delivery will be left at each site. It will document the beginning inch tape reading, the final inch tape reading and the billable difference. An invoice matching this delivery ticket will be sent to your billing address for each delivery. Records are then kept in the computer by delivery site so that we can provide usage and delivery frequency information in a variety of reporting formats. These reports can be sent on a predetermined schedule or as requested by your management team.

Dumont will be furnishing Odyssey Ultra Chlor Sodium Hypochlorite, 12.5% to all of your sites. All sites will be covered by our Clean Tank warranty which is attached.

Dumont will work with your operators to establish a specific delivery pattern for each of your plants within the framework of our current delivery schedule. Attached you will find a copy of our Delivery Calendar; one of these will be posted on site in close proximity to the tanks and one will be given to the plant operator for his use off site.

Dumont will provide emergency deliveries as needed. Our 800 number is answered 24/7 and after hours a real person answering service is in place. You will be in contact with someone from our management team within minutes. We are prepared to make an emergency delivery at any time including weekends and holidays, if it is required to keep your facility from running out of chemicals.

Dumont will be responsible for all labor required to transition your plants from the current supplier. We will closely communicate and coordinate our activities with the plant operator. We will make every effort to move as fast as possible to complete this transition and estimate that it will be completed within four weeks maximum from the time you give us the approval.

In return for these services, Aqua Utilities agrees to pay a price of \$1.30 per gallon for the Sodium Hypochlorite. There will be no added delivery fee or service charge to this amount. This price will be guaranteed for a period of 36 months.

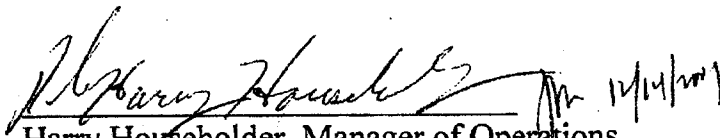
In addition, Aqua Utilities recognizes that Dumont is a full service provider of all water treatment chemicals and agrees that over the course of this contract it will allow Dumont to present proposals on the other chemicals that are used or may be used in the future at the various Aqua Utilities sites. In the event that Aqua Utilities finds that it is in their interest to accept these proposals, the chemicals will be added to this contract by an Addendum describing the detailed services and pricing.

As evidence of their agreement on the above conditions, the parties have recorded their signatures below:



Ronald Cartwright, President  
The Dumont Company, Inc.

Date: 12-9-09



Harry Householder, Manager of Operations  
Aqua Utilities Florida, Inc.

Date: 12/14/09

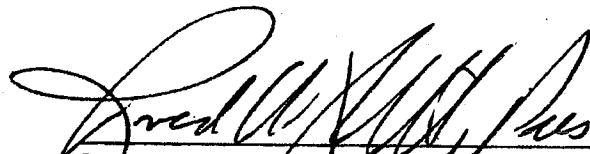
**DUMONT**

## Clean Tank Guarantee

Dumont guarantees that when a tank is filled with Odyssey's Ultra Chlor Sodium Hypochlorite that there will never be anything at the bottom of your tank except the highest quality bleach on the market.

Should you ever get any build up of any kind on the bottom of your tank, Dumont will pump out the contaminated product and clean your tank at our expense. Then we will refill your tank with fresh Ultra Chlor at no cost to you.

The only requirement to keep this guarantee in force is that you not put anything in your tank other than Odyssey's Ultra Chlor Sodium Hypochlorite.

  
Ronald H. Cartwright, President  
The Dumont Company, Inc.

# **DUMONT**

## **Delivery Calendar**

*Call us today for all your chemical needs!*

**CHEMICALS THAT ENHANCE  
THE QUALITY OF WATER**

**1-800-330-1369**

**Customer:** \_\_\_\_\_

### **2010**

JANUARY						
S	M	T	W	T	F	S
4					1	2
5	3	4	5	6	7	8
6	10	11	12	13	14	15
7	17	18	19	20	21	22
8	24	25	26	27	28	29
	30					
	31					

FEBRUARY						
S	M	T	W	T	F	S
1	1	2	3	4	5	6
2	7	8	9	10	11	12
3	14	15	16	17	18	19
4	21	22	23	24	25	26
	27					
	28					

MARCH						
S	M	T	W	T	F	S
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	27					
1	28	29	30	31		

APRIL						
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3	11	12	13	14	15	16
4	18	19	20	21	22	23
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MAY						
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	29					
	30	31				

JUNE						
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2		1	2	3	4	5
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JULY						
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2	25	26	27	28	29	30
	31					

AUGUST						
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7	29	30	31			

SEPTEMBER						
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8	5	6	7	8	9	10
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3	26	27	28	29	30	

OCTOBER						
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5	10	11	12	13	14	15
6	17	18	19	20	21	22
7	24	25	26	27	28	29
	30					
	31					

NOVEMBER						
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1	7	8	9	10	11	12
2	14	15	16	17	18	19
3	21	22	23	24	25	26
4	28	29	30			

DECEMBER						
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6	12	13	14	15	16	17
7	19	20	21	22	23	24
8	26	27	28	29	30	31



3. Easements to Seller for access, ingress and egress to facilities.

See Owner's Title Insurance Policy Commitment No. 2061-2808329 issued by Lawyers Title Insurance Company in favor of Seller.

4. **Certificates Issued to Seller by PSC**

**Water Certificate 549-W and Wastewater Certificate 478-S are applicable to the facilities.**

**FLORIDA PUBLIC SERVICE COMMISSION**

Certificate Number

549 - W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

ARREDONDO UTILITY COMPANY, INC.  
dba AQUA UTILITIES FLORIDA, INC.

Whose principal address is:

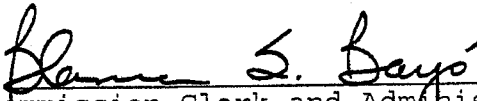
6960 Professional Parkway East, #400  
Sarasota, FL 34240 (Alachua County)

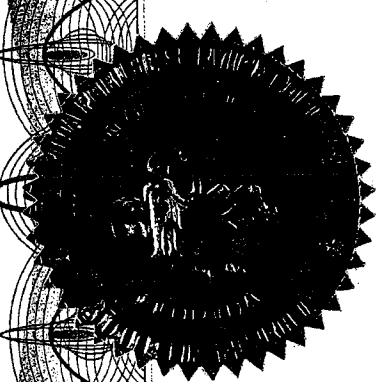
to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	PSC-92-1454-FOF-WS	DOCKET	920973-WS
ORDER	PSC-99-0481-FOF-WS	DOCKET	981509-WS
ORDER	PSC-04-0715-FOF-WS	DOCKET	040359-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

  
Commission Clerk and Administrative  
Services Director



FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

479 - S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

ARREDONDO UTILITY COMPANY, INC.  
dba AQUA UTILITIES FLORIDA, INC.

Whose principal address is:

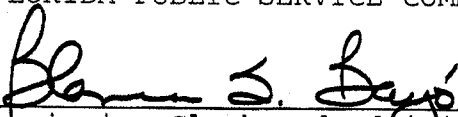
6960 Professional Parkway East, #400  
Sarasota, FL 34240 (Alachua County)

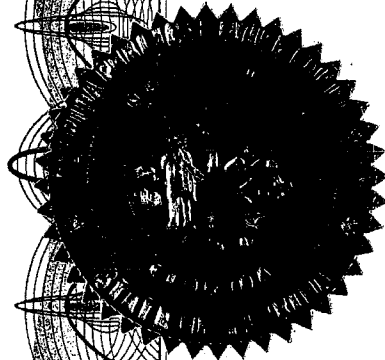
to provide wastewater service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

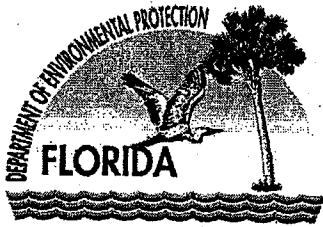
ORDER	PSC-92-1454-FOF-WS	DOCKET	920973-WS
ORDER	PSC-99-0481-FOF-WS	DOCKET	981509-WS
ORDER	PSC-04-0715-FOF-WS	DOCKET	040359-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

  
Commission Clerk and Administrative  
Services Director



5. **DEP Permits Relating to Facilities**



# Florida Department of Environmental Protection

Northeast District  
7825 Baymeadows Way, Suite B200  
Jacksonville, Florida 32256-7590  
Phone: 904/807-3300 ♦ Fax: 904/448-4366

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

## STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

**PERMITTEE:**

Aqua Utilities Florida Inc

**PERMIT NUMBER:**

FLA011315-005

**FILE NUMBER:**

FLA011315-005-DW3P

**ISSUANCE DATE:**

December 15, 2009

**EXPIRATION DATE:**

December 14, 2014

**RESPONSIBLE OFFICIAL:**

Mr. John M Lihvarcik  
President  
Aqua Utility Florida Inc  
P.O. Box 490310  
Leesburg, Florida 34749-310  
(941) 907-7400

**FACILITY:**

Arredondo Farms Mobile Home Park WWTF  
7117 Southwest Archer Road (SR 24)  
Gainesville, FL 32608  
Alachua County  
Latitude: 29°36' .03" N      Longitude: 82°24' 52.15" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

**WASTEWATER TREATMENT:**

**Existing Facility:**

A 0.060 million gallons per day (mgd) annual average daily flow (AADF) permitted capacity extended aeration wastewater treatment facility (WWTF) consisting of six 5,000-gallon aeration basins, two 7,412-gallon clarifiers, a 2,244-gallon chlorine contact chamber, and one 750-gallon digester. The residuals are transported to a DEP-permitted RMF, a DEP-permitted WWTF for further treatment and final disposal.

**Modification Facility:**

*"More Protection, Less Process"*  
[www.dep.state.fl.us](http://www.dep.state.fl.us)

PERMITTEE: Aqua Utilities Florida Inc

PERMIT NUMBER: FLA011315-005

FACILITY: Arredondo Farms Mobile Home Park WWTF EXPIRATION DATE: December 14, 2014

- Hydrasieve Model 554-2-48 influent static fine screen which is 304 stainless steel traverse bar screen that is 48 inches wide by 54 inches long with 0.060 inches (1.5 mm) openings.
- An 8,500 gallons flow equalization tank. The equalization tank will have one Roots U-RAI 36 blower with a 5 hp motor. The tank will also have a duplex pumping system with a capacity of 100 gpm @ 20 feet total dynamic head.
- An additional 8,500 gallons aeration basin tank. The tank will be set approximately 2 feet above existing tank top elevation.
- A flow splitter box to capture all the flow from aeration basin AT-4 and equally distribute flow between aeration AT-5 and AT-6 and in turn to clarifier 1 and 2. The box will have adjustable aluminum weir gates.
- Two 8,500 gallons digester tanks. Aeration and mixing will be provided by one Roots U-RAI 36 blower with a 5 hp motor.
- Replacement of existing diffusers with membrane type coarse bubble diffusers and replacement of some deteriorated galvanized steel aeration piping.
- Replacement of the existing outlet baffle and concrete weirs in both existing clarifiers with new outlet baffles and V-notch adjustable aluminum weirs. Remove and replace existing 4 inch return activated sludge airlift in existing clarifiers and replace with 3 inch schedule 40 PVC airlifts and 6 inch PCV gravity return piping to the head of the plant and to the new sludge holding tanks.

**REUSE OR DISPOSAL:**

**Land Application R-001:** An existing 0.060 MGD annual average daily flow permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of consisting of two rapid infiltration basins (RIBs). The system R-001 is located approximately at latitude 29° 35' 50" N, longitude 82° 25' 25" W.

**IN ACCORDANCE WITH:** The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 20 of this permit.

PERMITTEE: Aqua Utilities Florida Inc

PERMIT NUMBER: FLA011315-005

FACILITY: Arredondo Farms Mobile Home Park WWTF EXPIRATION DATE: December 14, 2014

**I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

**A. Reuse and Land Application Systems**

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7:

Parameter	Units	Max/Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Monitoring	Sample Type	Monitoring Site Number	
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Annual Average Monthly Geometric Mean Single Sample	Monthly	Grab	EFA-1	See I.A.3
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-1	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-1	See I.A.4
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Monthly	Grab	EFA-1	



PERMITTEE: Aqua Utilities Florida Inc

PERMIT NUMBER: FLA011315-005

FACILITY: Arredondo Farms Mobile Home Park WWTF

EXPIRATION DATE: December 14, 2014

2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
EFA-1	Effluent sample immediately after disinfection and prior to discharge to the RIBs

3. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report. [62-600.440(4)(c)]
4. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-610.510, 62-600.440(4)(b) and (5)(b)]

PERMITTEE: Aqua Utilities Florida Inc

PERMIT NUMBER: FLA011315-005

FACILITY: Arredondo Farms Mobile Home Park WWTF

EXPIRATION DATE: December 14, 2014

**B. Other Limitations and Monitoring and Reporting Requirements**

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7.:

Parameter	Units	Max/M in	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max Max	0.06 Report Report	Annual Average Monthly Average Quarterly Average	5 Days/Week	Elapsed Time Measurement on Pump	INF-1	See I.B.4
Percent Capacity, (TMADF <sup>(*)</sup> /Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-1	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-1	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-1	See I.B.3

(\*) Three-Month Average Daily Flow



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Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. [62-4.246, 62-160]

6. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. [62-601.500(5)]
7. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below.

REPORT Type on DMR	Monitoring Period	Due Date
Monthly	first day of month - last day of month	28 <sup>th</sup> day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 30	July 28 January 28
Annual	January 1 - December 31	January 28

DMRs shall be submitted for each required monitoring period including months of no discharge. The permittee shall make copies of the attached DMR form(s) and shall submit the completed DMR form(s) to the Department's Northeast District Office at the address specified in Permit Condition I.B.8. by the twenty-eighth (28th) of the month following the month of operation.

[62-620.610(18)][62-601.300(1),(2), and (3)]

8. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Northeast District Office at the address specified



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Source Facility	Residuals Management Facility or Treatment Facility
1. Date and Time Shipped	1. Date and Time Received
2. Amount of Residuals Shipped	2. Amount of Residuals Received
3. Degree of Treatment (if applicable)	3. Name and ID Number of Source Facility
4. Name and ID Number of Residuals Management Facility or Treatment Facility	4. Signature of Hauler
5. Signature of Responsible Party at Source Facility	5. Signature of Responsible Party at Residuals Management Facility or Treatment Facility
6. Signature of Hauler and Name of Hauling Firm	

These records shall be kept for five years and shall be made available for inspection upon request by the Department. A copy of the hauling records information maintained by the source facility shall be provided upon delivery of the residuals to the residuals management facility or treatment facility. The permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of residuals leaving the source facility and arriving at the residuals management facility or treatment facility.

*[62-640.880(4)]*

7. Storage of residuals or other solids at the permitted facility shall require prior written notification to the Department. *[62-640.300(4)]*

### III. GROUND WATER REQUIREMENTS

1. Section III is not applicable to this facility.

### IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

#### A. Part IV Rapid Infiltration Basins

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. *[62-610.518]*
2. The annual average hydraulic loading rate to the two RIBs shall be limited to a maximum of 17.3 inches per week (as applied to the entire bottom area). *[62-610.523(3)]*
3. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. *[62-610.523(6) and (7)]*
4. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.514 and 62-610.414]*

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5. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. *[62-610.800(9)]*

## **V. OPERATION AND MAINTENANCE REQUIREMENTS**

### **A. Staffing Requirements**

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category III, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator 1/2 hour/day for 5 days/week and one visit each weekend. The lead/chief operator must be a Class C operator, or higher.

2. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. *[62-699.311(1)]*

### **B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements**

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

### **C. Recordkeeping Requirements**

1. The permittee shall maintain the following records and make them available for inspection at the following address: on the site of the permitted facility.
  - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
  - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
  - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;

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- d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
- e. A copy of the current permit;
- f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
- g. A copy of any required record drawings;
- h. Copies of the licenses of the current certified operators; and
- i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed.

[62-620.350, 62-602.650]

## VI. SCHEDULES

1. The following improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Begin Construction	April 15, 2010
2. West pond will be cleaned and scarified	June 1, 2010
3. Install auto dialer to notify operator that power had been lost to facility	June 1, 2010
4. End Construction	June 1, 2010
5. Begin Reuse or Disposal	June 1, 2010
6. Operational Level Attained	September 1, 2010

[62-620.320(6)]

4. Prior to placing the modifications to existing facilities into operation or any individual unit processes into operation, for any purpose other than testing for leaks and equipment operation, the permittee shall complete and submit to the Department DEP Form 62-620.910(12), Notification of Completion of Construction for Domestic Wastewater Facilities. [62-620.630(2)]



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5. Within six months after a facility is placed in operation, the permittee shall provide written certification to the Department on Form 62-620.910(13) that record drawings pursuant to Chapter 62-600, F.A.C., and that an operation and maintenance manual pursuant to Chapters 62-600 and 62-610, F.A.C., as applicable, are available at the location specified on the form. [62-620.630(7)]
6. If the permittee wishes to continue operation of this wastewater facility after the expiration date of this permit, the permittee shall submit an application for renewal no later than one-hundred and eighty days (180) prior to the expiration date of this permit. Application shall be made using the appropriate forms listed in Rule 62-620.910, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C. [62-620.335(1) and (2)]

#### **VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS**

3. This facility is not required to have a pretreatment program at this time. [62-625.500]

#### **VIII. OTHER SPECIFIC CONDITIONS**

3. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. [62-600.410(8) and 62-640.400(6)]
4. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. [62-604.130(3)]
5. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. [62-604.550] [62-620.610(20)]
6. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
  - a. Which may cause fire or explosion hazards; or

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- b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
- c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
- d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
- e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

*[62-604.130(5)]*

7. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*
8. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
9. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
10. The permittee shall provide verbal notice to the Department's Northeast District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Northeast District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
11. The permittee shall provide adequate notice to the Department of the following:
  - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
  - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Adequate notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

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*[62-620.625(2)]*

#### **IX. GENERAL CONDITIONS**

3. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
4. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
5. As provided in Subsection 403.087(6), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
6. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
7. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
8. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*

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9. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7)]
10. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8)]
11. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
  - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  - b. Have access to and copy any records that shall be kept under the conditions of this permit;
  - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.[62-620.610(9)]
12. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10)]
13. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information

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shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11)]

14. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-620.610(12)]
15. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]
16. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]
17. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15)]
18. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]
19. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
  - a. A description of the anticipated noncompliance;
  - b. The period of the anticipated noncompliance, including dates and times; and
  - c. Steps being taken to prevent future occurrence of the noncompliance.

[62-620.610(17)]

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20. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
- a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
  - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
  - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
  - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
  - e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
  - f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

*[62-620.610(18)]*

21. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date.
- [62-620.610(19)]*

22. The permittee shall report to the Department's Northeast District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- a. The following shall be included as information which must be reported within 24 hours under this condition:

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- (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
  - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
  - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
  - (4) Any unauthorized discharge to surface or ground waters.
- b. Oral reports as required by this subsection shall be provided as follows:
- (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
    - (a) Name, address, and telephone number of person reporting;
    - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
    - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
    - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
    - (e) Estimated amount of the discharge;
    - (f) Location or address of the discharge;
    - (g) Source and cause of the discharge;
    - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
    - (i) Description of area affected by the discharge, including name of water body affected, if any; and
    - (j) Other persons or agencies contacted.
  - (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Northeast District District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Northeast District District Office shall waive the written report.

[62-620.610(20)]

23. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. [62-620.610(21)]

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24. Bypass Provisions.

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
  - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
  - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
  - (3) The permittee submitted notices as required under Permit Condition IX.22.b. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.a.1. through 3. of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.a. through c. of this permit.

[62-620.610(22)]

25. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
  - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
  - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.



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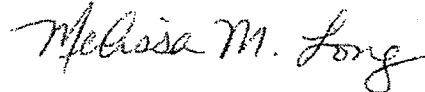
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- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
  - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
  - (2) The permitted facility was at the time being properly operated;
  - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
  - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION



---

Melissa M. Long, P.E.  
Program Administrator

DATE: December 15, 2009

Attachment(s):  
Discharge Monitoring Report



Henry Dean, Executive Director  
John R. Wehle, Assistant Executive Director

**POST OFFICE BOX 1429**      **PALATKA, FLORIDA 32178-1429**  
TELEPHONE 904-329-4500      SUNCOM 904-860-4500  
TDD 904-329-4450      TDD SUNCOM 860-4450  
FAX (Executive) 329-4125      (Legal) 329-4485      (Permitting) 329-4315      (Administration/Finance) 329-4508

---

**SERVICE CENTERS**

618 E. South Street Orlando, Florida 32801 407-897-4300 TDD 407-897-5960	7775 Baymeadows Way Suite 102 Jacksonville, Florida 32256 904-730-8270 TDD 904-448-7900	<b>PERMITTING:</b> 305 East Drive Melbourne, Florida 32904 407-884-4940 TDD 407-722-5368	<b>OPERATIONS:</b> 2133 N. Wickham Road Melbourne, Florida 32935-8109 407-752-3100 TDD 407-752-3102
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March 2, 2001

Arredondo Utility Co., Inc./Aqua Source Utilities, Inc  
6960 Professional Parkway East Suite 400  
Sarasota, FL 34240

**SUBJECT: Consumptive Use Permit Number 11364**  
Arredondo Farms/Aqua Source Inc

Dear Sir/Madam:

Enclosed is your permit and the forms necessary for submitting information to comply with conditions of the permit as authorized by the St. Johns River Water Management District on March 02, 2001.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction over this work.

The enclosed permit is a legal document and should be kept with your other important records. Please read the permit and conditions carefully since the referenced conditions may require submittal of additional information. All information submitted as compliance with permit conditions must be submitted to the nearest District Service Center and should include the above referenced permit number.

Please be advised that the period of time within which a third party may request an administrative hearing on this permit may not have expired by the date of issuance. A potential petitioner has twenty-six (26) days from the date on which the actual notice is deposited in the mail, or twenty-one (21) days from publication of this notice when actual notice is not provided, within which to file a petition for an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes. Receipt of such a petition by the District may result in this permit becoming null and void.

Sincerely,  
  
Gloria Lewis, Director  
Permit Data Services Division

Enclosures: Permit, Conditions for Issuance, Compliance Forms, Map, Well Tags

cc: District Permit File

**Agent:** Utilities & Investments, Inc.  
1227 W. Colonial Drive  
Orlando, FL 32804

William Kerr, CHAIRMAN MELBOURNE BEACH	Ometrias D. Long, VICE CHAIRMAN APOPKA	Jeff K. Jennings, SECRETARY MAITLAND	Duane Ottenstroer, TREASURER SWITZERLAND	
Dan Roach FERNANDINA BEACH	William M. Segal MAITLAND	Otis Mason ST. AUGUSTINE	Clay Albright EAST LAKE WEIR	Reld Hughes DAYTONA BEACH

**PERMIT NO.** 11364  
**PROJECT NAME:** Arredondo Farms/Aqua Source Inc

**DATE ISSUED:** March 2, 2001

**A PERMIT AUTHORIZING:**

The District authorizes, as limited by the attached permit conditions, the use of 60.0 million gallons per year of ground water from the Floridan aquifer for the household use of 1195 people.

**LOCATION:**

Site: ARREDONDO ESTATES

Alachua County.

Site: Arredondo Farms MHP

Alachua County

Section(s): 21, 28

Township(s): 10S

Range(s): 19E

**ISSUED TO:**

Arredondo Utility Co., Inc./Aqua Source Utilities, Inc  
6960 Professional Parkway East Suite 400  
Sarasota, FL 34240

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all maps and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.


This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes and 40C-1, Florida Administrative Code.

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated March 2, 2001

**AUTHORIZED BY:** St. Johns River Water Management District  
Department of Resource Management

By: \_\_\_\_\_



Dwight T Jenkins  
Division Director

**"EXHIBIT A"**

**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 11364  
ARREDONDO UTILITY CO., INC./AQUA SOURCE UTILITIES, INC  
DATED MARCH 2, 2001**

1. District Authorized staff, upon proper identification, will have permission to enter, inspect and observe permitted and related facilities in order to determine compliance with the approved plans, specifications and conditions of this permit.
2. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a plan for implementation during periods of water shortage, pursuant to Section 373.246, Florida Statutes. In the event a water shortage, is declared by the District Governing Board, the permittee must adhere to the water shortage restriction as specified by the District, even though the specified water shortage restrictions may be inconsistent with the terms and conditions of this permit.
3. Prior to the construction, modification, or abandonment of a well, the permittee must obtain a Water Well Construction Permit from the St. Johns River Water Management District, or the appropriate local government pursuant to Chapter 40C-3, Florida Administrative Code. Construction, modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification or abandonment is other than that specified and described on the consumptive use permit application form.
4. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.
5. Legal uses of water existing at the time of the permit application may not be interfered with by the consumptive use. If unanticipated interference occurs, the District may revoke the permit in whole or in part to curtail or abate the interference unless the permittee mitigates for the interference. In those cases where other permit holders are identified by the District as also contributing to the interference, the permittee may choose to mitigate in a cooperative effort with these other permittees. The permittee must submit a mitigation plan to the District for approval prior to implementing such mitigation.
6. Off-site land uses existing at the time of permit application may not be significantly adversely impacted as a result of the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts can be mitigated by the

permittee.

7. The District must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a well or facility from which the permitted consumptive use is made or within 30 days of any transfer of ownership or control of the real property at which the permitted consumptive use is located. All transfers of ownership or transfers of permits are subject to the provisions of section 40C-1.612, Florida Administrative Code.
8. A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve or other withdrawal facility as provided by Section 40C-2.401, Florida Administrative Code. Permittee shall notify the District in the event that a replacement tag is needed.
9. All submittals made to demonstrate compliance with this permit must include the CUP number 11364 plainly labeled thereon.

(Arredondo Farms MHP)

10. This permit will expire 20 years from the date of issuance.  
(Arredondo Farms MHP)
11. Maximum annual withdrawals from the Floridan aquifer for household use must not exceed a total of 35.0 million gallons. (Arredondo Farms MHP)
12. Wells number 1 (GRS ID 3420) and 2 (GRS ID 3421) (as listed on the application) are equipped with totalizing flow meters. These meters must maintain 95% accuracy, be verifiable and be installed according to the manufacturer's specifications. (Arredondo Farms MHP)
13. Total withdrawals from wells number 1 (GRS ID 3420) and 2 (GRS ID 3421) (as listed on the application) must be recorded continuously, totaled monthly, and reported to the District at least every six months from the initiation of the monitoring using Form No. EN-50. The reporting dates each year will be as follows for the duration of the permit:

Reporting Period	Report Due Date
January - June	July 31
July - December	January 31

(Arredondo Farms MHP)
14. Permittee must have all flow meters checked for accuracy at least once every 3 years within 30 days of the anniversary date of permit issuance, and recalibrated if the difference between the actual flow and the meter reading is greater than 5%. District Form No. EN-51 must be submitted to the District

within 10 days of the inspection/calibration.  
(Arredondo Farms MHP)

15. The permittee must maintain all flow meters. In case of failure or breakdown of any meter, the District must be notified in writing within 5 days of its discovery. A defective meter must be repaired or replaced within 30 days of its discovery.  
(Arredondo Farms MHP)
16. The permittee must implement the Water Conservation Plan submitted to the District, and maintain these practices for the duration of the permit.  
(Arredondo Farms MHP)
17. The lowest quality water source, such as reclaimed water and surface/storm water, must be used as irrigation water when deemed feasible pursuant to District rules and applicable state law.  
(Arredondo Farms MHP)
9. All submittals made to demonstrate compliance with this permit must include the CUP number 11364 plainly labeled thereon.

(ARREDONDO ESTATES)

10. This permit will expire 20 years from the date of issuance.

(ARREDONDO ESTATES)

11. Maximum annual withdrawals from the Floridan aquifer for household use must not exceed a total of 25.0 million gallons. (ARREDONDO ESTATES)
12. Wells number 1 (GRS ID 3418) and 2 (GRS ID 3419) (as listed on the application) are equipped with totalizing flow meters. These meters must maintain 95% accuracy, be verifiable and be installed according to the manufacturer's specifications. (ARREDONDO ESTATES)
13. Total withdrawals from wells number 1 (GRS ID 3418) and 2 (GRS ID 3419) (as listed on the application) must be recorded continuously, totaled monthly, and reported to the District at least every six months from the initiation of the monitoring using Form No. EN-50. The reporting dates each year will be as follows for the duration of the permit:

Reporting Period	Report Due Date
January - June	July 31
July - December	January 31 (ARREDONDO ESTATES)

14. Permittee must have all flow meters checked for accuracy at least once every 3 years within 30 days of the anniversary date of permit issuance, and recalibrated if the difference between the actual flow and the meter reading is greater than 5%. District Form No. EN-51 must be submitted to the District within 10 days of the inspection/calibration.

(ARREDONDO ESTATES)

15. The permittee must maintain all flow meters. In case of failure or breakdown of any meter, the District must be notified in writing within 5 days of its discovery. A defective meter must be repaired or replaced within 30 days of its discovery.

(ARREDONDO ESTATES)

16. The permittee must implement the Water Conservation Plan submitted to the District, and maintain these practices for the duration of the permit.

(ARREDONDO ESTATES)

17. The lowest quality water source, such as reclaimed water and surface/storm water, must be used as irrigation water when deemed feasible pursuant to District rules and applicable state law.

(ARREDONDO ESTATES)

## Notice Of Rights

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Sections 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the rights to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57, Florida Statutes, and Rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka, Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) within twenty-six (26) days of the District depositing notice of District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
2. If the Governing Board takes action which substantially differs from the notice of District decision, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to District Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at the address described above, within twenty-six (26) days of the District depositing notice of final District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of its final agency action (for those persons to whom the District does not mail actual notice). Such a petition must comply with Rule Chapter 28-106, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon delivery of the petition to the District Clerk at the District headquarters in Palatka, Florida.
6. Failure to file a petition for an administrative hearing, within the requisite time frame shall constitute a waiver of the right to an administrative hearing (Section 28-106.111, Florida Administrative Code).
7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code and Section 40C-1.1007, Florida Administrative Code.



## Notice Of Rights

8. An applicant with a legal or equitable interest in real property who believes that a District permitting action is unreasonable or will unfairly burden the use of his property, has the right to, within 30 days of receipt of notice of the District's written decision regarding a permit application, apply for a special master proceeding under Section 70.51, Florida Statutes, by filing a written request for relief at the office of the District Clerk located at District headquarters, P. O. Box 1429, Palatka, FL 32178-1429 (4049 Reid St., Palatka, Florida 32177). A request for relief must contain the information listed in Subsection 70.51(6), Florida Statutes.
9. A timely filed request for relief under Section 70.51, Florida Statutes, tolls the time to request an administrative hearing under paragraph no. 1 or 2 above (Paragraph 70.51(10)(b), Florida Statutes). However, the filing of a request for an administrative hearing under paragraph no. 1 or 2 above waives the right to a special master proceeding (Subsection 70.51(10)(b), Florida Statutes).
10. Failure to file a request for relief within the requisite time frame shall constitute a waiver of the right to a special master proceeding (Subsection 70.51(3), Florida Statutes).
11. Any substantially affected person who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action in circuit court within 90 days of the rendering of the final District action, (Section 373.617, Florida Statutes).
12. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure within 30 days of the rendering of the final District action.
13. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy on the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
14. For appeals to the District Court of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.
15. Failure to observe the relevant time frames for filing a petition for judicial review described in paragraphs #11 and #12, or for Commission review as described in paragraph #13, will result in waiver of that right to review.

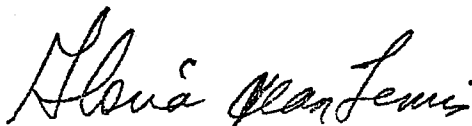
**Notice Of Rights**

**Certificate of Service**

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

Arredondo Utility Co., Inc./Aqua Source Utilities, Inc  
6960 Professional Parkway East Suite 400  
Sarasota, FL 34240

at 4:00 p.m. this <sup>14<sup>th</sup></sup>~~2<sup>nd</sup>~~ day of March, 2001.



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Division of Permit Data Services  
Gloria Lewis, Director

St. Johns River Water Management District  
Post Office Box 1429  
Palatka, FL 32178-1429  
(904) 329-4152

Permit Number: 11364

6. Owners Title Insurance Policy Commitment No. 2061-2808329 issued by Lawyers Title Insurance Company in favor of Seller



# Commitment

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2061-2808329**

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

---

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

### ***First American Title Insurance Company***



Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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# Schedule A

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2061-2808329**

Agent File Number: 019554-2/11-5347  
FAST File Number: 2061-2808329

1. Effective Date: September 18, 2012 @ 8:00 A.M.
2. Policy or Policies to be issued: Proposed Amount of Insurance:
  - a. Owner's Policy (Identify form used)  
ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications) \$1,065,000.00  
Proposed Insured: Yes Companies, LLC, a Delaware limited liability company
  - b. Loan Policy (Identify form used)  
ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications) \$  
Proposed Insured:
3. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation
4. The land referred to in this Commitment is described as follows:  
**See Exhibit "A" attached hereto and made a part hereof.**

Adams and Reese LLP

By: \_\_\_\_\_

David S. Bernstein, Esq.  
Authorized Countersignature for Adams and Reese LLP  
(This Schedule A valid only when Schedule B is attached.)



**First American Title**

ISSUED BY

**First American Title Insurance Company**

**Exhibit A**

Agent File Number: 019554-2/11-5347

FAST File Number: 2061-2808329

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ALACHUA, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A**

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 00 degrees 01 minutes 40 seconds East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly right-of-way line of the Seaboard Coast Line Railroad (abandoned); thence North 58 degrees 48 minutes 00 seconds East along said right-of-way line, a distance of 1650.13 feet; thence South 31 degrees 12 minutes 00 seconds East, a distance of 250.58 feet to the intersection with the Easterly edge of a concrete sidewalk and the Point of Beginning; thence North 13 degrees 42 minutes 52 seconds East along said Easterly edge, a distance of 69.26 feet to the intersection with the Southerly edge of a 0.5 foot wide concrete header curb; thence South 76 degrees 17 minutes 08 seconds East along said Southerly edge, a distance of 24.15 feet to the Southeasterly corner of a 4.0 foot wide concrete sidewalk; thence North 14 degrees 31 minutes 00 seconds East along the Easterly edge of said sidewalk, a distance of 10.00 feet to the intersection with the Southerly edge of a 3.0 foot wide concrete sidewalk; thence South 75 degrees 29 minutes 00 seconds East along said Southerly edge, a distance of 25.02 feet to the Southeasterly corner of said sidewalk; thence North 14 degrees 31 minutes 00 seconds East along the Easterly end of said sidewalk and the Westerly face of a masonry water supply storage building, a distance of 11.00 feet to the Northwesterly corner of said building; thence South 75 degrees 29 minutes 00 seconds East along the Northerly face of said building, a distance of 10.03 feet to the intersection with a chain link fence; thence North 57 degrees 48 minutes 13 seconds East along said fence, a distance of 36.28 feet; thence South 31 degrees 23 minutes 22 seconds East along said fence, a distance of 37.89 feet; thence South 59 degrees 11 minutes 24 seconds West along said fence and it's Southwesterly extension, a distance of 127.04 feet; thence North 76 degrees 17 minutes 08 seconds West, a distance of 21.00 feet to the Point of Beginning.

**PARCEL B**

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 00 degrees 01 minutes 40 seconds East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly right-of-way line of the Seaboard Coast Line Railroad (abandoned); thence North 58 degrees 48 minutes 00 seconds East along said right-of-way line, a distance of 1036.24 feet to a found concrete monument; thence continue North 58 degrees 48 minutes 00 seconds East along said right-of-way line, a distance of 1658.95 feet to a found concrete monument; thence South 31 degrees 08 minutes 14 seconds East, a distance of 635.98 feet to a found concrete monument; thence South 58 degrees 49 minutes 22 seconds West, a distance of 103.20 feet to a found nail and disk; thence South 31 degrees 11 minutes 26 seconds East, a distance of 51.22 feet to a set iron pin (#3524) and the Point of Beginning; thence continue South 31 degrees 11 minutes 26 seconds East, a distance of 522.00 feet to a set iron pin (#3524); thence South 58 degrees 48 minutes 34 seconds West a distance of 107.00 feet to a set iron pin (#3524); thence North 31 degrees 11 minutes 26 seconds West, a distance of

110.00 feet to a set iron pin (#3524); thence South 58 degrees 48 minutes 34 seconds West, a distance of 197.00 feet to a set iron pin (#3524); thence North 31 degrees 11 minutes 26 seconds West, a distance of 412.00 feet to a set iron pin (#3524); thence North 58 degrees 48 minutes 34 seconds East, a distance of 304.00 feet to the Point of Beginning.

#### PARCEL C

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being the West 1.44 acres of Parcel "B", as described in Official Records Book 1364, Page 801, of the public records of Alachua County, Florida, and being more particularly described as follows:

Commence at a found nail and disk (#2115), marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 44°58'14" East, a distance of 1823.95 feet to a set 5/8" rebar and cap (#3524); thence continue North 44°58'14" East, a distance of 3654.80 feet to a set 5/8" rebar and cap (#3524); thence North 31°32'59" West, a distance of 663.74 feet to a found 4"x4" concrete monument (#2115), marking the Southeast corner of said Parcel "B"; thence South 58°45'44" West, a distance of 156.65 feet to the South end of a 5 foot tall chain link fence, marking the Point of Beginning; thence continue South 58°45'44" West, a distance of 503.08 feet to a found 4"x4" concrete monument (#2115); thence North 31°22'10" West, a distance of 124.94 feet to a found 4"x4" concrete monument (#2115); thence along a 5 foot tall chain link fence, North 58°43'49" East, a distance of 499.51 feet; thence South 33°00'20" East, a distance of 125.28 feet to the Point of Beginning.

#### PARCEL D

~~The South 1/2 of Lot 6; the West 1/2 of Lot 5; the East 1/2 of Lot 5, LESS the North 150 feet; and Lot 4, LESS the North 150 feet, all of ARREDONDO ESTATES UNIT 1, according the map or plat thereof as recorded in Plat Book E, Page 84, of the public records of Alachua County, Florida.—INTENTIONALLY DELETED~~



**First American Title**

## Schedule BI

### Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2061-2808329**

Agent File Number: 019554-2/11-5347

FAST File Number: 2061-2808329

#### **REQUIREMENTS**

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - a. Warranty Deed from Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation, to Yes Companies, LLC, a Delaware limited liability company, the Proposed Insured, conveying the land described in Schedule A. (NOTE: If the proposed instrument of conveyance is to be executed by an Officer other than a Chief Executive Officer, President or Vice President, a certified Resolution authorizing said Officer to sign on behalf of the corporation must be recorded.)
  - b. Bill of Sale for all below ground fixtures and above ground fixtures comprising the utility facilities.
  - c. Affidavit satisfactory to the Company from Aqua Utilities Florida Inc., a Florida corporation stating (i) who is in possession of the lands (ii) whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing (iii) there are no outstanding liens or assessments not shown on the commitment (iv) there are no interests of third parties in and to the land or the utility facilities.
5. Termination from Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation, of that certain perpetual non-exclusive easement for ingress and egress to operate and maintain utility services over, under and across lands described in Warranty Deed recorded in Official Records Book 1734, Page 1692, of the public records of Alachua County, Florida.



6. Termination from Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation, of that certain perpetual non-exclusive easement for ingress and egress to operate and maintain utility services over, under and across lands described in Grant of Easement in favor of Arredondo Utility Company, Inc., a Florida corporation, recorded in Official Records Book 1734, Page 1698, of the public records of Alachua County, Florida.
7. Termination of Utility Service Agreement by and between Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation, and Yes Companies, LLC, a Delaware limited liability company, successor in interest to Arredondo Farms, a Florida general partnership, dated May 4, 1989, recorded in Official Records Book 1734, Page 1731 of the public records of Alachua County, Florida.
8. Satisfactory evidence must be furnished showing that Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation, is currently in good standing in that state.
9. Production of a Resolution of the Board of Directors of Aqua Utilities Florida Inc., a Florida corporation, successor by merger to Arredondo Utility Company, Inc., a Florida corporation, authorizing and approving the conveyance/mortgage of the land described in Schedule A to the Proposed Insured.
10. With regard to Yes Companies, LLC, a Delaware limited liability company, the following is required:

Satisfactory evidence must be furnished showing that said limited liability company is currently in good standing. (Note) Proof of the issuance of the Certificate of Organization by the Secretary of State in the event said company was formed prior to October 1, 1993.
11. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.



**First American Title**

**Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2061-2808329**

**Schedule BII**

Agent File Number: 019554-2/11-5347

FAST File Number: 2061-2808329

**PART II**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
9. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
10. Right-of-Way Easement in favor of Clay Electric Co-operative, Inc., recorded in Official Records Book 701, Page 19, of the public records of Alachua County, Florida. (As to Parcels B and C only)
11. ~~Easements and other matters set forth on plat recorded in Plat Book E, Page 84, of the public records of Alachua County, Florida. (as to PARCEL D only)~~ INTENTIONALLY DELETED
12. ~~Covenants, restrictions and other matters set forth in Declaration of Restrictions and Maintenance Covenants for Arredondo Estates recorded in Official Records Book 1142, Page 516, of the public records of Alachua County, Florida. (As to Parcel D only)~~ INTENTIONALLY DELETED

NOTE: The 2011 ad valorem taxes were assessed under Tax Parcels/I.D. Nos. 07027-001-001 (Parcel A and B), 07027-001-002 (PARCEL C) and ~~06878-004-000 (PARCEL D)~~, and are paid.

Agent File Number: 019554-2/11-5347  
Issuing Office File Number: 2061-2808329

Note: All of the recording information contained herein refers to the Public Records of St. Johns County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

**Notices - Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

**Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.



**Privacy Information**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

**Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.



ISSUED THROUGH THE OFFICE OF:



FIRST AMERICAN  
TITLE INSURANCE  
COMPANY

Corporate Office  
1 First American Way  
Santa Ana, CA 92707  
(800) 854-3643

**EXHIBIT “E”**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

All outstanding regulatory assessment fees have been paid. AUF will be responsible for payment of all regulatory assessment fees through the closing. No fines or refunds are owned by AUF. YES is an exempt entity and therefore is not subject to the payment of regulatory assessments to the Commission.



**EXHIBIT "F"**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

Response to Part II. E):

A statement describing the financing the purchase:

Financing of the transaction described in this Application shall be by cash only.

**EXHIBIT "G"**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

Rate base for this system was established in AUF's last rate case in Docket No. 100330-WS by Order Nos. PSC-12-0102-FOF-WS and PSC-12-0259-FOF-WS. However, YES is an exempt entity and therefore is not subject to Commission regulation.

**EXHIBIT “H”**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

The books and records of the seller are available for the inspection by the Commission and by YES and are adequate for the purposes of establishing rate base for the utility system. However, because this is an exempt entity, the establishment of rate base is no longer necessary.

**EXHIBIT "I"**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

Because YES will be an exempt entity, it is not necessary for the buyer to review the seller's federal income tax returns for purposes of regulatory disclosure.

**EXHIBIT "J"**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

The buyer is in the process of performing due diligence on the systems. Under the purchase agreement, the Inspection Period expires on November 8, 2012 at 6:00 p.m.

**EXHIBIT “K”**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

The affidavit that notice of the application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be provided as Late Filed Exhibit “K”.

**EXHIBIT "L"**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

The affidavit that notice of application was given to customers will be provided as Late Filed Exhibit "L".

**EXHIBIT "M"**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

The affidavit that notice of the application was published in accordance with Rule 25-30.030, Florida Administrative Code, will be provided as Late Filed Exhibit "M".



**EXHIBIT "N"**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

Response to Part V. A):

Evidence that the utility owns the land where the utility treatment facilities are located. Or, where 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.

Copies of the following documents are attached:

1. Warranty Deed dated May 4, 1989, and recorded on May 5, 1989, in O. R. Book 1734, Pages 1692-1697, Public Records of Alachua County, Florida;
2. Grant of Easement dated May 4, 1989, and recorded on May 5, 1989, in O. R. Book 1734, Pages 1698-1701, Public Records of Alachua County, Florida;
3. Warranty Deed dated May 4, 1989, and recorded on May 5, 1989, in O. R. Book 1734, Pages 1708-1715, Public Records of Alachua County, Florida; and
4. Utility Service Agreement dated May 4, 1989, and recorded on May 5, 1989, in O. R. Book 1734, Pages 1731-1744, Public Records of Alachua County, Florida.

RECORDED  
24.02  
MAY -5 P 12:25  
ALACHUA COUNTY FL

1698

This Instrument Prepared By:  
Philip A. DeLaney, Esq.  
P.O. Drawer C  
Gainesville, FL 32602

GRANT OF EASEMENT

The undersigned, C.L. Brice, as Trustee of the C.L. Brice 1977 Trust, Allen Y. DeLaney, Michael E. Schoeffel, Benford L. Samuels, and Harry L. Walker, all doing business as Arredondo Estates and Village Group, a Florida general partnership, in consideration of \$10.00 and other valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Arredonda Utility Company, a Florida corporation, c/o 6500 S.W. Archer Road, Gainesville, FL 32608, a perpetual non-exclusive easement for ingress and egress to operate and maintain utility services over, under and across the real property described in Exhibit "A" attached hereto and by reference incorporated herein.

WITNESS, our hands and seals at Gainesville, Florida this 4th day of May, 1989.

Witnessed:

*[Handwritten signatures of witnesses]*

Doc. St. Amt. \$0.55  
A. Curtis Powers, Clerk of Circuit Court  
Alachua County - By *[Signature]*

C. L. Brice  
C.L. Brice, as Trustee of the  
C.L. Brice 1977 Trust

Allen Y. DeLaney  
Allen Y. DeLaney

Michael E. Schoeffel  
Michael E. Schoeffel

Benford L. Samuels  
Benford L. Samuels

Harry L. Walker  
Harry L. Walker

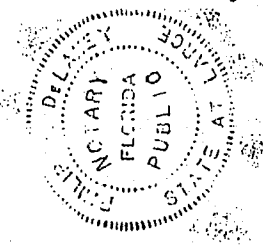
STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by C.L. Brice, as Trustee of the C.L. Brice 1977 Trust, Allen Y. DeLaney, Michael E. Schoeffel, Benford L. Samuels and Harry L. Walker, all doing business as Arredondo Estates and Village Group, this 4th day of May, 1989.

My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires April 18, 1990  
Bonded thru General Ins Unit

*[Handwritten signature of Notary Public]*  
Notary Public, State of  
Florida at Large



951200

888 1734 PAGE 1698

THIS SPACE LEFT BLANK INTENTIONALLY

A PERPETUAL NON-EXCLUSIVE AND UNRESTRICTED EASEMENT FOR INGRESS AND EGRESS TO OPERATE AND MAINTAIN UTILITY SERVICES OVER, UNDER, AND ACROSS THE FOLLOWING DESCRIBED PROPERTIES:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner, and being more particularly described as follows:

All the sanitary sewer main lines, secondary lines, laterals, manholes and other accompanying accessories that would insure a smooth and continuous operation of said system along with sufficient right of way for maintenance purposes as per the locations that are depicted upon the construction plans for "Arredonda Village Mobile Home Park - Phase I", F.H.A. Project No. 063-00044-M, Sheets 1 through 25; as per plans designed by Smith-Baldwin, Consulting Engineers of Tallahassee, Florida, dated, November, 1970, prepared for Mobile Home Industries, Inc. and Mr. C.L. Brice.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, Florida, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

Sufficient right of way width for installation and maintenance for a sanitary sewer line and its accompanying accessories from Manhole No. 10 Southerly to the Southerly boundary line of Arredonda Village Mobile Home Park - Phase II that would insure a smooth and continuous operation of said sewer line, as per the locations that are depicted upon the construction plans for "Arredonda Village Mobile Home Park - Phase II, Sheets 1 through 26 and in particular Sheet No. 4, "Water and Sewer Master"; as per plans designed by J.D. Erwin - Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, October, 1971, with last revision date of April 26, 1974.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

All the water distribution main lines, secondary lines, laterals, fire hydrants, gate valves, blow-offs and other accompanying accessories that would insure a smooth and continuous operation of said system along with sufficient right of way for maintenance purposes as per the locations that are depicted upon the construction

plans for "Arredonda Village Mobile Home Park - Phase I", F.H.A. Project No. 063-00044M, Sheets 1 through 25; and per plans designed by Smith-Baldwin, Consulting Engineers of Tallahassee, Florida, dated, November, 1970, prepared for Mobile Home Industries, Inc. and Mr. C.L. Brice.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner, and being more particularly described as follows:

All the water distribution main lines, secondary lines, laterals, fire hydrants, gate valves, blow-offs and other accompanying accessories that would insure a smooth and continuous operation of said system along with sufficient right of way for maintenance purposes as per the locations that are depicted upon the construction plans for "Arredonda Village Mobile Home Park - Phase II", Sheets 1 through 26 and in particular sheet no. 4, "Water and Sewer Master"; as per plans designed by J.D. Erwin - Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, dated, October, 1971, with last revision date of April 26, 1974.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, Florida, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

Sufficient right of way width for installation and maintenance for a sanitary sewer line and its accompanying accessories from Manhole No. 10 Southerly to the Southerly boundary line of Arredonda Village Mobile Home Park - Phase II that would insure a smooth and continuous operation of said sewer line, as per the locations that are depicted upon the construction plans for "Arredonda Village Mobile Home Park - Phase II, Sheets 1 through 26 and in particular Sheet No. 4, "Water and Sewer Master"; as per plans designed by J.D. Erwin - Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, October, 1971, with last revision date of April 26, 1974.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, Florida, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

The sanitary sewer main line, secondary lines, laterals, manholes and other accompanying accessories that would insure a smooth and continuous operation of said system along with sufficient right of way for maintenance purposes from the Westerly boundary line of "Arredonda Village Mobile Home Park-Phase II to the existing sewer line that lies between manhole 8 and manhole 9, including stub-outs, as per the locations that are depicted upon the construction plans for said Arredonda Village Mobile Home Park - Phase II, Sheets 1 through 26, and in particular Sheet No. 4,

RECORDER'S MEMO: LEGIBILITY  
OF WRITING, TYPING OR PRINTING  
UNSATISFACTORY IN THIS DOCUMENT  
WHEN RECEIVED

"Water and Sewer Master"; as per plans designed by J. D. Erwin - Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, October, 1971, with last revision date of April 26, 1974.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, Florida, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

The Northeasterly 15.0 feet of Lots 171 and 2514 as per the master lot layout of "Arredonda Village Mobile Home Park Phase I and II" as depicted upon a survey prepared by M.K. Flowers and Associates, Civil Engineers-Surveyors-Foresters, 532 Southeast Fifth Avenue, Gainesville, Florida, for Attorney K.R. Hart of Tallahassee, Florida, Sheet 2 of 2, Survey No. 348-78, last revision, date of March 8, 1979; and from the construction plans for "Arredonda Village Mobile Home Park - Phase I", F.H.A. Project No. 063-00044-M, Sheets 1 through 25, as per plans designed by Smith-Baldwin, Consulting Engineers of Tallahassee, Florida, dated, November, 1970, prepared for Mobile Home Industries, Inc. and C.L. Brice; and from the construction plans for "Arredonda Village Mobile Home Park - Phase II", Sheets 1 through 26, as designed by J.D. Erwin-Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, dated, October, 1971 with last revision date of April 26, 1974; and from a boundary survey for C.L. Brice by said M.K. Flowers and Associates, Civil Engineers-Surveyors-Foresters, dated, June 29 and August 28, 1979, Survey No. 332-78.

Title to and the perpetual right and incident to own, operate, further construct and maintain, franchise, issue and convey all wastewater collection and treatment utility services systems, potable, water treatment, supply, and distribution utility services systems, gas distribution utility service systems, and cable T.V. utility service systems within, upon, and under the lands being conveyed this day by Arredondo Estates and Village Group to Arredonda Farms, both Florida general partnerships. It is expressly understood by Grantor and Grantee that all subsurface water pumping and wellfield rights, and all subsurface water percolation rights flowing by natural processes, including but not limited to the physics of gravity under the lands being conveyed hereunder, are conveyed to the Grantee, its successors or assigns, as the case may be.

It is the intent of the Grantor and of the Grantee that the conveyance of the above easements shall allow Grantee, its successors to own, operate, expand in whatever manner, and maintenance a potable water treatment and distribution utility system, and a wastewater collection and treatment utility systems within and under the property being conveyed this day to Arredonda Farms, and that such grant as to lines and equipment presently installed apply to same "as built" in the ground.

THIS INSTRUMENT PREPARED BY:  
PHILIP A. DeLANEY  
P.O. DRAWER C  
GAINESVILLE, FLORIDA 32602

Doc # 230  
RECORDED  
1734-1692  
FEBRUARY -5 P 12:25

WARRANTY DEED

THIS INDENTURE, Made and entered into on this 15th day of May, 1989, between C. L. BRICE, Individually and as Trustee of the County of Alachua, in the State of Florida, hereinafter referred to as Grantor, and ARREDONDO UTILITY COMPANY, a Florida corporation, whose Tax I. D. # is Applied For, and whose address is c/o 6500 S. W. Archer Road, Gainesville, Florida 32608, hereinafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable considerations paid by Grantee, the receipt of which is herein and hereby acknowledged by the Grantor, at and before the sealing and delivery of these presents, the Grantor has granted, bargained, sold, aliened and conveyed, and does by these presents herein and hereby grant, bargain, sell, alien and convey unto the Grantee, and to Grantee's legal representatives and assigns, in fee simple absolute forever, all the following described lots, tracts, pieces, and parcels of land, situate, lying and being in the County of Alachua, State of Florida, and more particularly known and distinguished as follows, to-wit:

TAX PARCEL NO. Not included

LEGAL DESCRIPTIONS ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN.

AND: The Northerly 125 feet of Lot 17 as recorded in Plat Book "A", at Page 113, of the Public Records of Alachua County, Florida.

AND: Basements as described in Exhibit "A" attached hereto and by reference incorporated herein.

SUBJECT TO easements, liens, encumbrances, restrictions, and reservations of record, and taxes and assessments, both ad valorem and tangible personal property for year 1989 and subsequent years.

THE PROPERTY CONVEYED HEREIN DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR NOR EITHER OF HIS TRUST.

TOGETHER WITH all and singular the rights, tenements, hereditaments and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and described property, and each and every part and parcel thereof, unto the Grantee and to Grantee's heirs, legal representatives, successors and assigns, forever in fee simple absolute.

AND the said Grantor does herein and hereby fully warrant the title to the above described property and each and every part and parcel thereof and will forever defend the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses: 951199

Philip A. Delaney  
Philip A. Delaney

C. L. Brice  
C. L. BRICE, Individually


C. L. Brice  
C. L. BRICE, as Trustee

Doc. St. Amt. \$ 58.00  
A. Curtis Powers, Clerk of Circuit Court  
Alachua County - BY A. Curtis Powers

STATE OF FLORIDA  
COUNTY OF ALACHUA

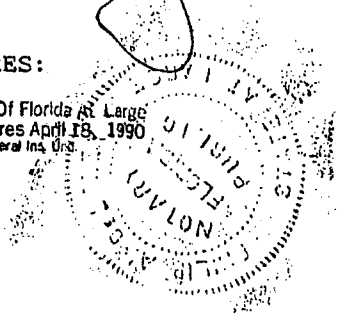
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared C. L. BRICE, INDIVIDUALLY AND AS TRUSTEE, known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid on this 14<sup>th</sup> day of May, 1989.

  
NOTARY PUBLIC STATE OF FLORIDA  
AT LARGE

MY COMMISSION EXPIRES:

Notary Public, State Of Florida At Large  
My Commission Expires April 18, 1990  
Bonded thru General Ins. Corp.



OR Book 1734  
Page 1692-A

SECRETARY

LEGAL DESCRIPTION

PARCEL A

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 00 deg. 01' 40" East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly right-of-way line of the Seaboard Coast Line Railroad (abandoned); thence North 58 deg. 48' 00" East along said right-of-way line, a distance of 1650.13 feet; thence South 31 deg. 12' 00" East, a distance of 250.58 feet to the intersection with the Easterly edge of a concrete sidewalk and the Point of Beginning; thence North 13 deg. 42' 52" East along said Easterly edge, a distance of 69.26 feet to the intersection with the Southerly edge of a 0.5 foot wide concrete header curb; thence South 76 deg. 17' 08" East along said Southerly edge, a distance of 24.15 feet to the Southeasterly corner of a 4.0 foot wide concrete sidewalk; thence North 14 deg. 31' 00" East along the Easterly edge of said sidewalk, a distance of 10.00 feet to the intersection with the Southerly edge of a 3.0 foot wide concrete sidewalk; thence South 75 deg. 29' 00" East along said Southerly edge, a distance of 25.02 feet to the Southeasterly corner of said sidewalk; thence North 14 deg. 31' 00" East along the Easterly end of said sidewalk and the Westerly face of a masonry water supply storage building, a distance of 11.00 feet to the Northwesterly corner of said building; thence South 75 deg. 29' 00" East along the Northerly face of said building, a distance of 10.03 feet to the intersection with a chain link fence; thence North 57 deg. 48' 13" East along said fence, a distance of 36.28 feet; thence South 31 deg. 23' 22" East along said fence, a distance of 37.89 feet; thence South 59 deg. 11' 24" West along said fence and it's Southwest-erly extension, a distance of 127.04 feet; thence North 76 deg. 17' 08" West, a distance of 21.00 feet to the Point of Beginning. Containing 0.135 acres, more or less.



LEGAL DESCRIPTION

PARCEL B

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 00 deg. 01' 40" East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly right-of-way line of the Seaboard Coast Line Railroad (abandoned); thence North 58 deg. 48' 00" East along said right-of-way line, a distance of 1036.24 feet to a found concrete monument; thence continue North 58 deg. 48' 00" East along said right-of-way line, a distance of 1658.95 feet to a found concrete monument; thence South 31 deg. 08' 14" East, a distance of 635.98 feet to a found concrete monument; thence South 58 deg. 49' 22" West, a distance of 103.20 feet to a found nail and disk; thence South 31 deg. 11' 26" East, a distance of 51.22 feet to a set iron pin (#3524) and the Point of Beginning; thence continue South 31 deg. 11' 26" East, a distance of 522.00 feet to a set iron pin (#3524); thence South 58 deg. 48' 34" West a distance of 107.00 feet to a set iron pin (#3524); thence North 31 deg. 11' 26" West, a distance of 110.00 feet to a set iron pin (#3524); thence South 58 deg. 48' 34" West, a distance of 197.00 feet to a set iron pin (#3524); thence North 31 deg. 11' 26" West, a distance of 412.00 feet to a set iron pin (#3524); thence North 58 deg. 48' 34" East, a distance of 304.00 feet to the Point of Beginning. Containing 3.146 acres, more or less.

RECORDER'S MEMO: LEGIBILITY  
OF WRITING, TYPING OR PRINTING  
UNSATISFACTORY IN THIS DOCUMENT  
WHEN RECEIVED

THIS SPACE LEFT BLANK INTENTIONALLY

A PERPETUAL NON-EXCLUSIVE AND UNRESTRICTED EASEMENT FOR INGRESS AND EGRESS TO OPERATE AND MAINTAIN UTILITY SERVICES OVER, UNDER, AND ACROSS THE FOLLOWING DESCRIBED PROPERTIES:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner, and being more particularly described as follows:

All the sanitary sewer main lines, secondary lines, laterals, manholes and other accompanying accessories that would insure a smooth and continuous operation of said system along with sufficient right of way for maintenance purposes as per the locations that are depicted upon the construction plans for "Arredonda Village Mobile Home Park - Phase I", F.H.A. Project No. 063-00044-M, Sheets 1 through 25; as per plans designed by Smith-Baldwin, Consulting Engineers of Tallahassee, Florida, dated, November, 1970, prepared for Mobile Home Industries, Inc. and Mr. C.L. Brice.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, Florida, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

Sufficient right of way width for installation and maintenance for a sanitary sewer line and its accompanying accessories from Manhole No. 10 Southerly to the Southerly boundary line of Arredonda Village Mobile Home Park - Phase II that would insure a smooth and continuous operation of said sewer line, as per the locations that are depicted upon the construction plans for "Arredonda Village Mobile Home Park - Phase II, Sheets 1 through 26 and in particular Sheet No. 4, "Water and Sewer Master"; as per plans designed by J.D. Erwin - Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, October, 1971, with last revision date of April 26, 1974.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

All the water distribution main lines, secondary lines, laterals, fire hydrants, gate valves, blow-offs and other accompanying accessories that would insure a smooth and continuous operation of said system along with sufficient right of way for maintenance purposes as per the locations that are depicted upon the construction

plans for "Arredonda Village Mobile Home Park - Phase I", F.H.A. Project No. 063-00044M, Sheets 1 through 25; and per plans designed by Smith-Baldwin, Consulting Engineers of Tallahassee, Florida, dated, November, 1970, prepared for Mobile Home Industries, Inc. and Mr. C.L. Brice.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner, and being more particularly described as follows:

All the water distribution main lines, secondary lines, laterals, fire hydrants, gate valves, blow-offs and other accompanying accessories that would insure a smooth and continuous operation of said system along with sufficient right of way for maintenance purposes as per the locations that are depicted upon the construction plans for "Arredonda Village Mobile Home Park - Phase II", Sheets 1 through 26 and in particular sheet no. 4, "Water and Sewer Master"; as per plans designed by J.D. Erwin - Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, dated, October, 1971, with last revision date of April 26, 1974.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, Florida, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

Sufficient right of way width for installation and maintenance for a sanitary sewer line and its accompanying accessories from Manhole No. 10 Southerly to the Southerly boundary line of Arredonda Village Mobile Home Park - Phase II that would insure a smooth and continuous operation of said sewer line, as per the locations that are depicted upon the construction plans for "Arredonda Village Mobile Home Park - Phase II, Sheets 1 through 26 and in particular Sheet No. 4, "Water and Sewer Master"; as per plans designed by J.D. Erwin - Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, October, 1971, with last revision date of April 26, 1974.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, Florida, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

The sanitary sewer main line, secondary lines, laterals, manholes and other accompanying accessories that would insure a smooth and continuous operation of said system along with sufficient right of way for maintenance purposes from the Westerly boundary line of "Arredonda Village Mobile Home Park-Phase II to the existing sewer line that lies between manhole 8 and manhole 9, including stub-outs, as per the locations that are depicted upon the construction plans for said Arredondo Village Mobile Home Park - Phase II, Sheets 1 through 26, and in particular Sheet No. 4,

ITY  
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WHEN RECEIVED

EXHIBIT "A" Easements - Page 3

RECORDER'S MEMO: LEGIBILITY  
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WHEN RECEIVED

"Water and Sewer Master"; as per plans designed by J. D. Erwin - Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, October, 1971, with last revision date of April 26, 1974.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, Florida, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

The Northeasterly 15.0 feet of Lots 171 and 2514 as per the master lot layout of "Arredonda Village Mobile Home Park Phase I and II" as depicted upon a survey prepared by M.K. Flowers and Associates, Civil Engineers-Surveyors-Foresters, 532 Southeast Fifth Avenue, Gainesville, Florida, for Attorney K.R. Hart of Tallahassee, Florida, Sheet 2 of 2, Survey No. 348-78, last revision, date of March 8, 1979; and from the construction plans for "Arredonda Village Mobile Home Park - Phase I", E.H.A. Project No. 063-00044-M, Sheets 1 through 25, as per plans designed by Smith-Baldwin, Consulting Engineers of Tallahassee, Florida, dated, November, 1970, prepared for Mobile Home Industries, Inc. and C.L. Brice; and from the construction plans for "Arredonda Village Mobile Home Park - Phase II", Sheets 1 through 26, as designed by J.D. Erwin-Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, dated, October, 1971 with last revision date of April 26, 1974; and from a boundary survey for C.L. Brice by said M.K. Flowers and Associates, Civil Engineers-Surveyors-Foresters, dated, June 29 and August 28, 1979, Survey No. 322-78.

Title to and the perpetual right and incident to own, operate, further construct and maintain, franchise, issue and convey all wastewater collection and treatment utility services systems, potable, water treatment, supply, and distribution utility services systems, gas distribution utility service systems, and cable T.V. utility service systems within, upon, and under the lands being conveyed this day by Arredondo Estates and Village Group to Arredonda Farms, both Florida general partnerships. It is expressly understood by Grantor and Grantee that all subsurface water pumping and wellfield rights, and all subsurface water percolation rights flowing by natural processes, including but not limited to the physics of gravity under the lands being conveyed hereunder, are conveyed to the Grantee, its successors or assigns, as the case may be.

It is the intent of the Grantor and of the Grantee that the conveyance of the above easements shall allow Grantee, its successors to own, operate, expand in whatever manner, and maintenance a potable water treatment and distribution utility system, and a wastewater collection and treatment utility systems within and under the property being conveyed this day to Arredonda Farms, and that such grant as to lines and equipment presently installed apply to same "as built" in the ground.

O.R.  
BOOK 1734 PAGE 1697

THIS INSTRUMENT PREPARED BY:  
PHILIP A. DELANEY  
P. O. DRAWER C  
GAINESVILLE, FLORIDA 32602

RECORDED  
MAY 17 - 5 P M '89 \$64.50

(12)

UTILITY SERVICE AGREEMENT

AGREEMENT, made this 15th day of May, 1989, by and between ARREDONDO UTILITY COMPANY, a Florida corporation, hereinafter called "Company", and ARREDONDA FARMS, a Florida General Partnership, hereinafter called "Owner".

WITNESSETH: That

WHEREAS, Company owns a sewage and wastewater treatment plant with all necessary and related lines and equipments, and a water supply plant, with all necessary and related lines and equipment, so that as installed, all of said plants, lines, and equipments are prepared to service with water and sewer and wastewater removal service utilities a 441-space mobile home park owned by the Owner. The mobile home park is known as Windsor Pines Mobile Home Park ("Windsor Pines") and is located on Southwest Archer Road, Alachua County, Florida, on lands more particularly described in Exhibit "A" consisting of 5 pages of legal descriptions attached hereto and by reference made a part hereof; and,

WHEREAS, Company is a privately owned utility service corporation whose vested rights include the right to provide fresh water supply and wastewater treatment services to the lands described in Exhibit "A" and to the individual rental mobile home lot tenants occupying the individual mobile home lot spaces owned by the Owner in the said Windsor Pines, as well as other lands adjacent thereto; and,

WHEREAS, in order to continue the operation of the mobile home park known as Windsor Pines, the Owner must have adequate, potable water and sewer and wastewater removal service utilities; and,

WHEREAS, Company has agreed to provide the requisite water and sewer and wastewater removal services to Owner under the terms of this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other valuable consideration each to the other, receipt of

951205

MH 1734 and 1731

which is respectively acknowledged, and the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

WATER SERVICE

Company shall supply Owner, during the term of this Agreement, with a full and adequate supply of potable water, herein defined as "fit for human consumption", for all of the 441-space mobile home park owned by the Owner and known as Windsor Pines, as more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

SECTION TWO

SEWER AND WASTEWATER REMOVAL  
TREATMENT UTILITY SERVICE

Company shall, in addition, supply Owner, during the term of this Agreement, with sewer and wastewater removal and treatment utility services at a cost not to exceed the cost then charged by the City of Gainesville for similar services for all of the 441-space mobile home park owned by the Owner and known as Windsor Pines, as more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

SECTION THREE

SERVICE CONNECTIONS

Company shall, during the term of this Agreement, provide water and sewer and wastewater treatment service connections to the 441-space mobile home park known as Windsor Pines owned by the Owner or successors, heirs or assigns. All connections furnished and installed to provide such services shall remain the property of the Company or its predecessors or its successors, as the case may be.

SECTION FOUR

OWNER'S OBLIGATION FOR CONTINUED USE OF WATER  
AND SEWER AND WASTEWATER  
PROVIDED BY COMPANY OR ITS SUCCESSORS

Owner agrees that, by executing this Agreement, the Owner and any successors shall be obligated to allow Company or its successors to provide water and sewer and wastewater treatment services to each and every rental trailer space or other human-occupied structure contained within the lands described in Exhibit "A" attached hereto, during the term of this Agreement only so long as the sufficiency and quality of such services are approved by such governmental authorities as have jurisdiction over the utilities; provided, however, in the event Owner is prohibited from obtaining such water and sewer and wastewater removal and treatment services by operation of law, then Owner's obligation hereunder shall cease. The Company and Owner specifically agree that this Agreement shall be recorded in the Public Records of Alachua County, Florida; and, that as recorded, this Agreement shall be sufficient notice to any successor of the Owner that the herein contained covenants constitute a deed restriction encumbering the lands described in Exhibit "A" attached hereto so that as restricted, said lands shall not be entitled to receive any fresh water, or discharge or treat within or without, any wastewater, except as herein provided for and under the terms of this Agreement.

SECTION FIVE

METHOD OF PAYMENT

The Owner shall directly bill, on behalf of the Company, to and collect from the occupied individual mobile home lot tenants of Owner, or any user in the future, all compensation for the services Company or its successors provide, and Owner shall remit all such collections to the company by the 5th day of each month without compensation to the owner for billing and collection services until such time as the Park occupancy shall exceed 250

units. At such time as the occupancy does exceed 250 units, the Company shall have the option, <sup>if not prohibited by law, etc.</sup> of metering the individual rental units and the other Park facilities owned by the Owner. In the event Company elects to meter, the Owner's obligation to collect and remit the utility service charges shall cease. The Owner, or its successor, shall pay to the Company a reasonable monthly charge according to the meter provided therefor for providing water and/or wastewater and/or sewer treatment services to the Owner's offices, recreation halls, laundry rooms, swimming pools, employees' homes, sprinklers, fire plugs, and any other Owner requirements for such service. In addition to these sums, Company may, at its sole discretion, require the payment of a reasonable deposit for its services from individual mobile home lot tenants.

If any individual mobile home lot tenant shall not pay Company's charges and assessments for Company's services within ten (10) days from the date Company presents its written invoice for the same, the Company shall be entitled to immediately and without further written notice terminate its services to the delinquent individual mobile home lot tenant. Provided, however, upon payment of the delinquent account and appropriate service charge for reinstatement and cost of collection, including attorney fees, service shall forthwith restored to the mobile home lot tenant.

**SECTION SIX**

**CONDEMNATION AWARDS, OR GOVERNMENTAL ACTS  
HAVING THE EFFECT OF CONDEMNATION**

The condemnation of any material portion of the company's assets, or any action by any governmental authority or political subdivision, that is determined by a Court of competent jurisdiction to have the effect of condemnation or to have the effect of making the continued supply of Company's services reasonably impracticable, shall void this Agreement and absolve the Company from any responsibility for continuing to supply the utility



services herein provided for. All condemnation awards, or proceeds from any litigation by or against the Company against or by any governmental authority as a result of any governmental action whatsoever that interfere with the Company's continued supply of the utility services herein provided for, shall be the property of the Company, or its predecessors, or its successors, as the case may be. Provided, that Owner shall be entitled to seek and collect any condemnation award for which Owner has a separate and divisible claim under the law.

SECTION SEVEN

THIS CONTRACT ASSIGNABLE WITHOUT CONSENT  
BY COMPANY OR OWNER'S SUCCESSORS

The Owner and Company agree that this Agreement, and the legal effect hereof, run with the lands described in Exhibit "A" attached hereto, and, that this Agreement shall be freely assignable and/or assumable by the successors of either party, whether such assignment and/or assumption, or the conveyance of the lands described in Exhibit "A", shall occur by voluntary act, or by bankruptcy, assignment for the benefit of creditors, by law, fine, inheritance, or forfeiture. Provided that any successor or assignee of Company or Owner shall, in writing, agree to perform the obligation herein.

SECTION EIGHT

OWNERSHIP OF WATER AND WASTEWATER UTILITY SYSTEMS  
UPON TERMINATION OF THIS AGREEMENT

Company, or its predecessors, or its successors, as the case may be, shall own the water and sewer and wastewater utility systems, and all easements necessary to the said systems' continued operation. The Owner acknowledges that Owner's predecessors in title have previously agreed to the reservation by Company's predecessors in title of all easements necessary to

operate and maintain said water and sewer and wastewater lines and services, and any related structures, as presently installed in the ground, necessary to provide water and sewer and wastewater services to each of the 441 rental mobile home lots in Windsor Pines.

SECTION NINE

PROHIBITION AGAINST RESALE OF SERVICES  
BY OWNER OR OWNER'S SUCCESSORS

The Owner, or Owner's successors, or grantees or assigns, may not in any manner purchase the utility services to be provided by the Company hereunder.

SECTION TEN

TERM OF AGREEMENT

This Agreement shall be deemed effective as of May 4, 1989, and shall terminate on May 3, 2019. Without further action by either of the parties hereto, this Agreement shall be renewed and continued in full force and effect from year to year, unless either of the parties hereto on or before April 1, 2019, or on before April 1 of any renewal year, gives written notice to the other party the Agreement will not be renewed.

SECTION ELEVEN

ENTIRE AGREEMENT AND GENERAL DEFAULT  
BY EITHER PARTY

This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The parties may by mutual agreement, in writing, modify or change this Agreement; provided, however, that any change or modification must be signed by all of the parties hereto. In the event of default of this Agreement, the parties may seek any

remedy allowed by law, including, without limitation, the right to specific performance of this Agreement, the right to injunctive relief in any Court of competent jurisdiction, and the right to money damages. In the event litigation arises as a result of this agreement, the prevailing party shall be entitled, in addition to the remedies provided herein, a reasonable attorney's fee both at trial and on appeal and the costs of the action, from the non-prevailing party.

SECTION TWELVE

MORTGAGE LIEN AND SECURITY AGREEMENT

Inasmuch as the Arredondo Estates and Village Group has this day relinquished a similar utility services agreement with the Company, the Owner does hereby grant the Arredondo Estates and Village Group a collateral assignment and a perfected security interest encumbrance on this Utility Service Agreement to secure the wraparound purchase money debt being given back by Owner to the Arredondo Estates and Village Group.

SECTION THIRTEEN

BINDING EFFECT AND SEVERABILITY

This Agreement shall be binding on all successors of whatever kind of the Owner and/or the Company. The invalidation of any provision or covenant hereof, or the legal effect thereof, shall not in any manner affect the validity of the remaining provisions and covenants, or the legal effect thereof, contained herein.

SECTION FOURTEEN

LAW OF CONSTRUCTION

This Agreement shall be construed under the law of the State of Florida as it exists on the date of the full execution hereof.

SECTION FIFTEEN

COMPANY TO MAINTAIN

Company agrees to maintain the water and wastewater utility service lines and facilities in good working order at all times, and Company shall maintain the properties owned by Company in a neat and orderly condition at all times.

WITNESS their hands and legal seal, at Gainesville, Alachua County, Florida, on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

ARREDONDO UTILITY COMPANY

By: [Signature]  
As Its President  
[Signature]  
As to Company

(Corporate Seal)

OWNERS  
ARREDONDA FARMS, A Florida  
General Partnership

By: [Signature]  
Nelson C. Steiner, Sole  
Managing Partner  
[Signature]  
As to Owner

[Circular Stamp]  
5/4/1989

1734-1738

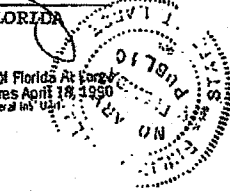
STATE OF FLORIDA  
COUNTY OF ALACHUA

PERSONALLY appeared before me, the undersigned authority, C. L. BRICE, known by me to be the President of Arredondo Utility Company, and who signed the foregoing Agreement, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal this 4<sup>th</sup> day of May, 1989.

NOTARY PUBLIC STATE OF FLORIDA  
AT LARGE  
MY COMMISSION EXPIRES:

Notary Public, State Of Florida At Large  
My Commission Expires April 18, 1990  
Bonded thru General Inv. 11-1



STATE OF FLORIDA  
COUNTY OF ALACHUA

PERSONALLY appeared before me, the undersigned authority, NELSON C. STEINER, sole managing partner of ARREDONDA FARMS, a Florida General Partnership, known by me to be the person described in as Owner, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal this 4<sup>th</sup> day of May, 1989.

NOTARY PUBLIC STATE OF FLORIDA  
AT LARGE  
MY COMMISSION EXPIRES:

Notary Public, State Of Florida At Large  
My Commission Expires April 18, 1990  
Bonded thru General Inv. 11-1



1734

1734 PAGE 1739

EXHIBIT "A"  
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTIONS 21, AND 28 TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida, thence North 00° 01' 40" East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly Right-of-Way line of the Seaboard Coast Line Railroad (abandoned), thence North 58° 48' 00" East along said Right-of-Way line a distance of 1096.25 feet to a set iron pin (#3524), and the Point of Beginning, thence continue North 58° 48' 00" East along said Right-of-Way line a distance of 4598.94 feet to a found concrete monument, thence South 31° 08' 14" East a distance of 635.98 feet to a found concrete monument, thence South 58° 48' 22" West a distance of 103.20 feet to a found nail and disk, thence South 31° 11' 26" East a distance of 692.22 feet to a found concrete monument marking the Southwesterly corner of Lot 13 of Smithers Survey of Section 28, as record in Plat Book "A" Page 113 of the public records of Alachua County, Florida, thence South 31° 14' 12" East a distance of 308.90 feet to a found concrete monument, thence South 31° 22' 09" West a distance of 300.06 feet to a found concrete monument, thence South 52° 21' 24" West a distance of 172.42 feet to a found concrete monument, thence North 31° 00' 56" West a distance of 37.74 feet to a found concrete monument, thence South 58° 52' 43" West a distance of 1273.72 feet to a set iron pin (#3524), thence North 31° 08' 40" West a distance of 499.27 feet to a found concrete monument, thence continue North 31° 08' 40" West a distance of 43.40 feet to a set iron pin (#3524), thence North 58° 41' 37" East a distance of 138.39 feet to a set iron pin (#3524), thence North 31° 09' 23" West a distance of 638.06 feet to a set iron pin (#3524), thence North 58° 45' 49" East a distance of 76.28 feet to a set iron pin (#3524), thence North 31° 09' 23" West a distance of 574.11 feet to the Point of Beginning, containing 65.414 acres more or less.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

That part of Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot No. 13, of the said Smithers Survey for a point of reference; thence run North 31 deg. 12' West, a distance of 660.00 feet to a concrete monument; thence run North 58 deg. 48' East, a distance of 103.19 feet to a concrete monument; thence run North 31 deg. 12' West, a distance of 667.16 feet to a concrete monument; thence run South 58 deg. 48' West, parallel to the South right-of-way line of State Road No. 24, a distance of 875.0 feet to a point of beginning; thence from the said point of beginning continue South 58 deg. 48' West parallel to said right-of-way, a distance of 150.00 feet; thence run North 31 deg. 12' West, perpendicular to the said right-of-way, a distance of 100.00 feet to a point of intersection with the South right-of-way line of State Road No. 24; thence run North 58 deg. 48' East along the said South right-of-way line, a distance of 150.00 feet; thence run South 31 deg. 12' East perpendicular to said right-of-way line, a distance of 100.00 feet to the point of beginning.

1734 PAGE 1740

EXHIBIT "A" (Page 2 - Continued)

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTIES:

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 00 deg. 01' 40" East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly right-of-way line of the Seaboard Coast Line Railroad (abandoned); thence North 58 deg. 48' 00" East along said right-of-way line, a distance of 1650.13 feet; thence South 31 deg. 12' 00" East, a distance of 250.58 feet to the intersection with the Easterly edge of a concrete sidewalk and the Point of Beginning; thence North 13 deg. 42' 52" East along said Easterly edge, a distance of 69.26 feet to the intersection with the Southerly edge of a 0.5 foot wide concrete header curb; thence South 76 deg. 17' 08" East along said Southerly edge, a distance of 24.15 feet to the Southeasterly corner of a 4.0 foot wide concrete sidewalk; thence North 14 deg. 31' 00" East along the Easterly edge of said sidewalk, a distance of 10.00 feet to the intersection with the Southerly edge of a 3.0 foot wide concrete sidewalk; thence South 75 deg. 29' 00" East along said Southerly edge, a distance of 25.02 feet to the Southeasterly corner of said sidewalk; thence North 14 deg. 31' 00" East along the Easterly end of said sidewalk and the Westerly face of a masonry water supply storage building, a distance of 11.00 feet to the Northwest corner of said building; thence South 75 deg. 29' 00" East along the Northerly face of said building, a distance of 10.03 feet to the intersection with a chain link fence; thence North 57 deg. 48' 13" East along said fence, a distance of 36.28 feet; thence South 31 deg. 23' 22" East along said fence, a distance of 37.89 feet; thence South 59 deg. 11' 24" West along said fence and it's Southwesterly extension, a distance of 127.04 feet; thence North 76 deg. 17' 08" West, a distance of 21.00 feet to the Point of Beginning. Containing 0.135 acres, more or less.

ALSO LESS AND EXCEPT:

A parcel of land located in Section 28, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida; thence North 00 deg. 01' 40" East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly right-of-way line of the Seaboard Coast Line Railroad (abandoned); thence North 58 deg. 48' 00" East along said right-of-way line, a distance of 1036.24 feet to a found concrete monument; thence continue North 58 deg. 48' 00" East along said right-of-way line, a distance of 1658.95 feet to a found concrete monument; thence South 31 deg. 08' 14" East, a distance of 635.98 feet to a found concrete monument; thence South 58 deg. 49' 22" West, a distance of 107.20 feet to a found nail and disk; thence South 31 deg. 11' 26" East, a distance of 51.22 feet to a set iron pin (#3524) and the Point of Beginning; thence continue South 31 deg. 11' 26" East, a distance of 522.00 feet to a set iron pin (#3524); thence South 58 deg. 48' 34" West a distance of 107.00 feet to a set iron pin (#3524); thence North 31 deg. 11' 26" West, a distance of 110.00 feet to a set iron pin (#3524); thence South 58 deg. 48' 34" West, a distance of 197.00 feet to a set iron pin (#3524); thence North 31 deg. 11' 26" West, a distance of 412.00 feet to a set iron pin (#3524); thence North 58 deg. 48' 34" East, a distance of 304.00 feet to the Point of Beginning. Containing 3.146 acres, more or less.

1734-1741

EXHIBIT "A" (Page 3 - continued)

RECORDER'S MEMO: LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED

THIS SPACE LEFT BLANK INTENTIONALLY

RESERVING UNTO GRANTORS, THEIR SUCCESSORS AND ASSIGNS, a perpetual non-exclusive and unrestricted easement as follows, and over, under, and upon the following described property:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner, and being more particularly described as follows:

All the sanitary sewer main lines, secondary lines, laterals, manholes and other accompanying accessories that would insure a smooth and continuous operation of said system along with sufficient right of way for maintenance purposes as per the locations that are depicted upon the construction plans for "Arredonda Village Mobile Home Park - Phase I", P.H.A. Project No. 063-00844-M, Sheets 1 through 25; as per plans designed by Smith-Baldwin, Consulting Engineers of Tallahassee, Florida, dated, November, 1970, prepared for Mobile Home Industries, Inc. and Mr. C.L. Brice.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, Florida, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

Sufficient right of way width for installation and maintenance for a sanitary sewer line and its accompanying accessories from Manhole No. 10 Southerly to the Southerly boundary line of Arredonda Village Mobile Home Park - Phase II that would insure a smooth and continuous operation of said sewer line, as per the locations that are depicted upon the construction plans for "Arredonda Village Mobile Home Park - Phase II, Sheets 1 through 26 and in particular Sheet No. 4, "Water and Sewer Master"; as per plans designed by J.D. Erwin - Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, October, 1971, with last revision date of April 26, 1974.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

All the water distribution main lines, secondary lines, laterals, fire hydrants, gate valves, blow-offs and other accompanying accessories that would insure a smooth and continuous operation of said system along with sufficient right of way for maintenance purposes as per the locations that are depicted upon the construction



RECORDER'S MEMO: LEGIBILITY  
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EXHIBIT "A" (Page - continued)

plans for "Arredonda Village Mobile Home Park - Phase I", F.H.A. Project No. 063-00044M, Sheets 1 through 25; and per plans designed by Smith-Baldwin, Consulting Engineers of Tallahassee, Florida, dated, November, 1970, prepared for Mobile Home Industries, Inc. and Mr. C.L. Brice.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner, and being more particularly described as follows:

All the water distribution main lines, secondary lines, laterals, fire hydrants, gate valves, blow-offs and other accompanying accessories that would insure a smooth and continuous operation of said system along with sufficient right of way for maintenance purposes as per the locations that are depicted upon the construction plans for "Arredonda Village Mobile Home Park - Phase II", Sheets 1 through 26 and in particular sheet no. 4, "Water and Sewer Master"; as per plans designed by J.D. Erwin - Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, dated, October, 1971, with last revision date of April 26, 1974.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, Florida, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

Sufficient right of way width for installation and maintenance for a sanitary sewer line and its accompanying accessories from Manhole No. 10 Southerly to the Southerly boundary line of Arredonda Village Mobile Home Park - Phase II that would insure a smooth and continuous operation of said sewer line, as per the locations that are depicted upon the construction plans for "Arredonda Village Mobile Home Park - Phase II, Sheets 1 through 26 and in particular Sheet No. 4, "Water and Sewer Master"; as per plans designed by J.D. Erwin - Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, October, 1971, with last revision date of April 26, 1974.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, Florida, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

The sanitary sewer main line, secondary lines, laterals, manholes and other accompanying accessories that would insure a smooth and continuous operation of said system along with sufficient right of way for maintenance purposes from the Westerly boundary line of "Arredonda Village Mobile Home Park-Phase II to the existing sewer line that lies between manhole 8 and manhole 9, including stub-outs, as per the locations that are depicted upon the construction plans for said Arredonda Village Mobile Home Park - Phase II, Sheets 1 through 26, and in particular Sheet No. 4,

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RECORDER'S MEMO: LEGIBILITY  
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WHEN RECEIVED

EXHIBIT "A" (Page 5 continued)

"Water and Sewer Master"; as per plans designed by J. D. Erwin - Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, October, 1971, with last revision date of April 26, 1974.

AND:

That part of the "Smithers Survey", as per plat recorded in Plat Book "A" at page 113 of the public records of Alachua County, Florida, which said subdivision lies Northwest of a line that divides Section 28, Township 10 South, Range 19 East from the Northeast Section corner Southwesterly to the Southwest Section corner and being more particularly described as follows:

The Northeasterly 15.0 feet of Lots 171 and 2514 as per the master lot layout of "Arredonda Village Mobile Home Park Phase I and II" as depicted upon a survey prepared by M.K. Flowers and Associates, Civil Engineers-Surveyors-Foresters, 532 Southeast Fifth Avenue, Gainesville, Florida, for Attorney K.R. Hart of Tallahassee, Florida, Sheet 2 of 2, Survey No. 348-78, last revision, date of March 8, 1979; and from the construction plans for "Arredonda Village Mobile Home Park - Phase I", F.H.A. Project No. 063-00044-M, Sheets 1 through 25, as per plans designed by Smith-Baldwin, Consulting Engineers of Tallahassee, Florida, dated, November, 1970, prepared for Mobile Home Industries, Inc. and C.L. Brice; and from the construction plans for "Arredonda Village Mobile Home Park - Phase II", Sheets 1 through 26, as designed by J.D. Erwin-Consulting Engineer, 501 Northwest 23rd. Avenue, Gainesville, Florida, Project No. 7132, dated, October, 1971 with last revision date of April 26, 1974; and from a boundary survey for C.L. Brice by said M.K. Flowers and Associates, Civil Engineers-Surveyors-Foresters, dated, June 29 and August 28, 1979, Survey No. 332-78.

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**EXHIBIT "O"**  
**TO**  
**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER**  
**OF CERTIFICATE OR FACILITIES**  
**(Pursuant to Section 367.071, *Florida Statutes*)**

See attached Certificate Numbers 479-S and 549-W.

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

479 - S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

ARREDONDO UTILITY COMPANY, INC.  
dba AQUA UTILITIES FLORIDA, INC.

Whose principal address is:

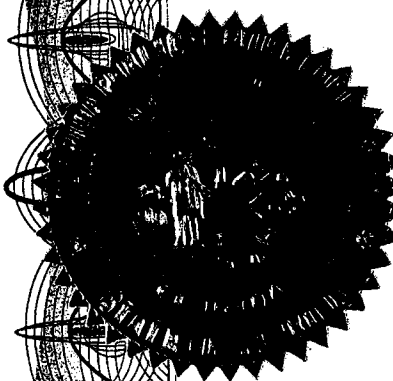
6960 Professional Parkway East, #400  
Sarasota, FL 34240 (Alachua County)

to provide wastewater service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	PSC-92-1454-FOF-WS	DOCKET	920973-WS
ORDER	PSC-99-0481-FOF-WS	DOCKET	981509-WS
ORDER	PSC-04-0715-FOF-WS	DOCKET	040359-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



*Blanca S. Lopez*  
Commission Clerk and Administrative  
Services Director

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

549 - W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

ARREDONDO UTILITY COMPANY, INC.  
dba AQUA UTILITIES FLORIDA, INC.

Whose principal address is:

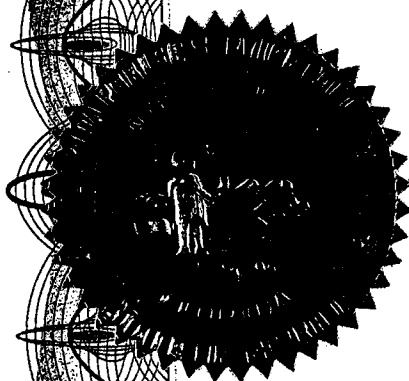
6960 Professional Parkway East, #400  
Sarasota, FL 34240 (Alachua County)

to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	PSC-92-1454-FOF-WS	DOCKET	920973-WS
ORDER	PSC-99-0481-FOF-WS	DOCKET	981509-WS
ORDER	PSC-04-0715-FOF-WS	DOCKET	040359-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



*Dennis S. Bayo*  
Commission Clerk and Administrative  
Services Director

**ATTACHMENT "2"**