

# UTILITIES, INC.

2335 Sanders Road  
Northbrook, Illinois 60062-6196  
Telephone 847 498-6440  
Facsimile 847 498-2066

September 1, 1999

Ms. Blanco S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

991288-WS

**RE: Application for Transfer to Governmental Authority  
Utilities, Inc. of Florida / Green Acres Campground  
Seminole County, Florida  
Certificate Nos. 278-W and 225-S**

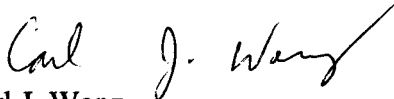
Dear Ms. Bayo:

Please be advised that Utilities, Inc. of Florida (UIF) has entered into an agreement with the City of Altamonte Springs (City) for the sale of its Green Acres water and sewer system. This sale involves only a portion of UIF's various Seminole County service territories.

Forwarded with this letter is an original and five (5) copies of an application package for the transfer of the Green Acres system to the City of Altamonte Springs. Pursuant to the enclosed Purchase Agreement, UIF will continue to operate the system until such time as the City can physically interconnect the Green Acres area with the City's water and sewer system. Also enclosed are FLPSC Certificates 278-W and 225-S.

If you have any questions, please contact me directly.

Respectfully submitted,



Carl J. Wenz  
Vice President, Regulatory Matters

cc: Mr. Ben Girtman, Esq.  
Mr. James A. Fowler, Esq.

MAIL ROOM

99 SEP -2 AM 10:22

RECEIVED 10569 SEP-28  
FLORIDA PUBLIC SERVICE COMMISSION  
DOCUMENT NUMBER-DATE

FPSC-RECORDS/REPORTING

**APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY**  
**(Pursuant to Section 367.071(4)(a), Florida Statutes)**

**TO: Director, Division of Records and Reporting**  
**Florida Public Service Commission**  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for the approval of the transfer of (~~all or part~~) of the facilities operated under Water Certificate No. 278-W and/or Wastewater Certificate No. 225-S located in Seminole County, Florida, and submits the following:

**PART I APPLICANT INFORMATION**

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

Utilities, Inc. of Florida

Name of utility

(407)869-1919

Phone No.

(407)869-6961

Fax No.

200 Weathersfield Ave.

Office street address

Altamonte Springs

City

FL

State

32714

Zip Code

Mailing address if different from street address

Internet address if applicable

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

Carl J. Wenz (847) 498-6440  
Name Phone No.

2335 Sanders Rd.  
Street address

Northbrook IL 60062  
City State Zip Code

C) The full name, address and telephone number of the governmental authority:

City of Altamonte Springs  
Name of utility

(407) 830-3804  
Phone No.

225 Newburyport Ave.  
Office street address

Altamonte Springs FL 32701  
City State Zip Code

\_\_\_\_\_  
Mailing address if different from street address

\_\_\_\_\_  
Internet address if applicable

D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

Mr. James A Fowler, Esq. (407) 425-2684  
Name Phone No.

28 W. Central Blvd.  
Office street address

Orlando FL 32801  
City State Zip Code

**PART II**

**FINANCIAL INFORMATION**

- A) Exhibit     A     - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.
- B) Exhibit     B     - A statement regarding the disposition of customer deposits and the accumulated interest thereon.
- C) Exhibit     C     - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- D) Exhibit     D     - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.
- E) Indicate the date on which the buyer proposes to take official action to acquire the utility:

Closing occurred August 18, 1999 - subject to PSC approval.

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.

**IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.**

**PART III CERTIFICATION**

**A) TERRITORY DESCRIPTION**

Exhibit     E     - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section), if possible, or a metes and bounds description. Give the subdivision or project name. The description should NOT refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc). The object is to make the description as brief, but as accurate as possible.

**B) TERRITORY MAPS**

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

**C) TARIFF SHEETS**

Exhibit     **G**     - The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 9-10.) Sample tariff sheets are attached. (Pages 11-14.)

**PART IV AFFIDAVIT**

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

BY: Carl J. Wenz  
Applicant's Signature  
Carl J. Wenz  
Applicant's Name (Typed)  
V.P., Regulatory Matters  
Applicant's Title \*

Subscribed and sworn to before me this 1ST of SEPTEMBER 19 99.



Phil Ann Scully  
Notary Public

\* If the 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 the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. \_\_\_\_\_

Application for Transfer to Governmental Authority  
Utilities, Inc. of Florida / Green Acres Campground Water and Wastewater System  
Seminole County, Florida  
Certificate Nos. 278-W and 225-S

**EXHIBIT A**

**August 18, 1999 Purchase Agreement Between U.I. of Florida and the City  
of Altamonte Springs**

(see attached)

~~DRAFT~~ pw

**GREEN ACRES CAMPGROUND WATER & WASTEWATER**  
**PURCHASE AGREEMENT**

AGREEMENT entered into this 13 day of August, 1999 between Utilities, Inc. of Florida, a Florida corporation ("Owner"), and The City of Altamonte Springs, a Florida Municipality ("City"):

**WITNESSETH**

WHEREAS, Owner presently owns and operates a central water supply, storage and distribution system and a wastewater collection system (hereinafter referred to as the "Facilities") serving the Green Acres Campground (hereinafter referred to as the "Service Area") and more fully described in Exhibit 1 attached, and

WHEREAS, the City desires to furnish central water and wastewater utility service to the Service Area in conjunction with its existing utility operations through acquisition and operation of the Facilities serving the Service Area for that purpose; and

WHEREAS, Owner and the City have reached an agreement under the threat of condemnation and Owner desires to sell and the City desires to purchase the Facilities in the Service Area for said purpose in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Agreement to Purchase and Sell

- a) The City agrees to purchase the Facilities and service area from Owner upon the terms and conditions hereinafter set forth and Owner, upon such terms and conditions, agrees to sell the Facilities and service area at the Closing (as hereinafter defined) to the City. City agrees that the Facilities are to be acquired by the City in an "AS-IS-WHERE-IS WITH ALL FAULTS" condition, except as specifically set forth herein. City agrees that, except as specifically set out herein, Owner has made no representations or warranties as to the condition of the Facilities and that the City will rely on its own



investigations and due diligence with regard to the condition of the Facilities.

- b) Owner warrants that as of the date of the Closing, the Facilities defined herein shall be in substantial compliance with applicable Florida Public Service Commission (PSC), Florida Department of Environmental Protection (DEP), and Federal Environmental Protection Administration (EPA) water quality standards. In the event the Facilities are not in substantial compliance with required regulatory standards, City shall have the option to not purchase Facilities.

2. Description of the Facilities

The Facilities to be purchased by the City and sold by Owner shall consist of all the properties which comprise or form a part of the central water distribution system and wastewater collection system owned by Owner and providing service in the Service Area, together with all additions and improvements thereto between the date hereof and the Closing, excepting, however:

- (i) cash on hand or in banks,
- (ii) liabilities, evidences of indebtedness or other securities,
- (iii) the corporate minutes and stock record books and corporate seal of Owner,
- (iv) the books and financial records of owner.

Without limiting the generality of the foregoing, the Facilities shall include:

- a) Real property as described in Exhibit 2, all water distribution mains, service lines, meters, valves, hydrants, all wastewater collection mains, service lines and lift stations and all other property, inventory and appurtenances located on site (other than vehicles) used in connection with the operation of the central water and wastewater systems as they pertain to the Owner's operations in the Service Area.
- b) To the extent that they exist, all rights, franchises, permits, approvals, consents, licenses, easements, contracts, right-of-way grants, water use permits, and all claims or rights of action (excluding water sales accounts receivable), customer and billing lists, customer deposits, meter books, maps, surveys,

title reports, charts, plans, utility drawings and customer records belonging to or comprising any part of the Facilities used or useful in connection therewith.

3. Closing

a) The Closing hereunder (the "Closing") shall take place at the offices of Fowler, Barice, Feeney & O'Quinn, P.A. on August 24, 1999, or such earlier date as the parties hereto may agree, **TIME IS OF THE ESSENCE.**

b) At the Closing, and upon due performance by the City of its obligations under the Agreement, Owner shall deliver to the City:

(i) such bills of sale, assignment and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance reasonably satisfactory to the City Attorney, as shall be required in the sole opinion of the City Attorney in order to effectively vest in the City, Owner's title to all of the Facilities of Owner contained in the Service Area in accordance with this Agreement. The City and Owner agree that the form of deed satisfactory to both parties for conveyance of the Facilities shall be a special warranty deed, or such other document as may be required by regulatory agencies.

(ii) all of the service agreements, files, documents, papers, books and records pertaining to the business conducted by Owner in the Service Area other than its minute books, stock records and other records reasonably needed by Owner, and

(iii) all permits, licenses, certificates or franchises issued or granted to Owner by any governmental authority, department or agency in connection with any authorization related to the construction, operation or maintenance of the Facilities in the Service Area.

- c) At the Closing, the City shall be responsible for:
  - (i) Payment of the Purchase Price as described herein;
- d) Owner shall obtain and shall be responsible for payment of all costs and expenses necessary to obtain Florida Public Service Commission (PSC), or other regulatory approval with respect to the sale and purchase of the Facilities, as contemplated in this Agreement.
- e) The Closing shall be held at the offices of Fowler, Barice, Feeney & O'Quinn at the address provided below, or such other location agreed upon by the parties.

28 West Central Blvd.  
Orlando, FL 32801  
(407) 425-2684

4. Purchase Consideration

The Purchase Price (the "Purchase Price") for the Facilities shall total Four Hundred Twenty-Seven Thousand Dollars (\$427,000). Purchase Price is payable in full at Closing. Should City elect not to appeal an adverse decision by the PSC or should said adverse decision be sustained upon appeal, the Purchase Price plus accrued interest shall be refunded to the City.

5. Representations and Warranties and Agreements of Owner

Owner represents, warrants and agrees that:

- a) Owner is and at the Closing will be a corporation duly organized and existing and in good standing under the laws of the State of Florida and authorized to do business in Florida.

- b) Prior to the Closing, Owner will take all necessary corporate action to authorize the execution, delivery and performance on its part of this Agreement, and the performance hereof by it will not be in contravention of its Articles of Incorporation or By-Laws.
- c) Except as provided below, Owner shall operate and maintain the Facilities as a going concern prior to Closing, conducting such maintenance and repairs as may be necessary in the usual and regular course of business or as required by any government body, commission, board or agency with lawful jurisdiction over Owner. Further, Owner shall not sell or otherwise dispose of any part of the Facilities. Owner shall not be responsible for any extraordinary repairs or replacements of Facilities. In the event that such extraordinary repairs or replacements are necessary or prudent, Owner will contact City and determine whether City wishes to pay for said repairs. If City does not agree to pay for such extraordinary repairs, Owner shall have the option of paying for repairs and terminating this Agreement, discharging both parties from any obligations under this Agreement, with no liability to either party.
- d) Prior to Closing, but after the execution of this Agreement, Owner shall afford the City access to the business premises, and properties of Owner, and shall afford the City access to the books and records of the Owner and will furnish such additional financial and operating data as to the business and property of Owner in the Service Area as the City may reasonably require. Owner need only provide such records in the form normally kept by Owner.
- e) To the best of Owner's knowledge, there are no pending or threatened actions at law or suits in equity of any nature involving Owner's operations or Facilities in the Service Area.
- f) Other than the commitment to provide water and wastewater utility service to customers within the Service Area, and a bulk wastewater treatment agreement with City, there are no

outstanding contracts or obligations of any nature between Owner and any other party.

- g) Owner agrees to take such actions and to support the City as reasonably necessary in obtaining any approvals or other actions required by the Commission or any other regulatory body or agency, in the transfer of ownership of the subject Facilities from Owner to the City.
- h) Owner agrees to provide surety acceptable to City to ensure Purchase Consideration will be refunded in the event PSC approval is not received.

6. Property Taxes

Owner shall be responsible for all property taxes accruing prior to the Closing. City shall be responsible for all property taxes (if any) subsequent to the Closing.

7. Electric Power Bills and Other Non-Billed Expenses

All electric bills which have not been billed to Owner as of the Closing shall be prorated between the City and Owner as of the Closing, based on the number of days of ownership of the Facilities during the billing period.

8. Interim Service

- (A) Subject to closing, owner shall continue to provide sewer and water service to existing customers within the service area until such time as the City shall effect physical connection of the service area facilities to City's sewer and water systems. Owner shall permit additional connections or service increases and shall refer all such requests for same to the City to include without limitation requests for Florida Department of Environmental Protection approval, capacity availability, or connection fee calculations.
- (B) In consideration of the continuing provision of service to existing customers within the service area by owner, the provisions for billing of accounts as provided in paragraph 9, "Billed and Non-Billed Accounts", shall provide for the retention of all interim service revenues by owner, subject to the provisions of paragraph 8(a).

9. Billed and Non-Billed Accounts

Amounts due the Owner for water and wastewater services billed and non-billed at the Closing and physical connection of the service facilities to the City's water and wastewater systems shall be provided for as follows:

- a) Accounts receivable of Owner for billed but unpaid water utility service shall remain the property of Owner.
- b) With regard to non-billed amounts, all meters for each of Owner's customers shall be read on the date of physical connection to the City's systems, or as near thereto as reasonably practicable, with a representative of both the City and Owner present at such reading. Water and wastewater bills for this period will be sent to all customers by Owner, and the amount of such accounts receivable shall remain the property of Owner.
- c) Within sixty (60) days after the physical connection to the City's systems, Owner may furnish the City with a list of all unpaid accounts as set forth in Paragraphs 9a) and 9b) herein, and the City shall use reasonable efforts to attempt to collect the unpaid bills for and on behalf of Owner including termination of the customers' service pursuant to the law, but the City shall not be liable to Owner for any amounts not collected. City shall not be responsible for initiating legal actions to collect unpaid bills.

10. Additional Obligations of Owner

Owner shall deliver to the City at or prior to the Closing:

- a) Copies of all blueprints, plans, engineering reports, and other information in Owner's possession which would aid the City in operation of the Facilities.
- b) A Certificate of the Secretary of Owner dated as of the Closing, with respect to corporate standing, by-laws, incumbency of officers and their signatures and corporate resolutions authorizing the performance of this Agreement, and transfer of the Facilities.

11. Additional Documents

If at any time after the Closing it shall appear that additional bills of sale, deeds, assignments or other papers are reasonably necessary to complete or perfect the transfer of any part of the Facilities to the City, Owner agrees to execute such additional bills of sale, deeds, assignments or other papers upon the written request of the City.

12. Public Service Commission Approval

Owner and City shall cooperate with one another and use due diligence in order to secure any approval required by the Florida Public Service Commission ("PSC") with respect to the purchase and sale of the Facilities and service area as contemplated in this Agreement (such required approvals are sometimes collectively referred to herein as the "Approval"). Owner and City shall, after the date of this Agreement, immediately commence all appropriate actions and execute all applications and other documents which may be necessary in order to secure the Approval. It shall be the responsibility of Owner to secure the Approval, although City shall fully cooperate in all aspects in connection therewith. City shall supply such information and execute such applications and forms as Owner may reasonably request from time to time in order to secure the Approval.

13. Representations, Warranties and Agreement of the City

The City represents, warrants and agrees that:

- a) The City will provide water and wastewater service, effective the day following the Closing date, to residential and commercial developments within the Service Area, thereby relieving Owner of any further obligation in this connection;
- b) The City has taken, or will take prior to the Closing, all necessary legal action to authorize the execution, delivery, and performance on its part of this Agreement;
- c) The performance by the City contemplated herein will not be in contravention of its charter or the laws of the State of Florida or any contract or agreement to which the City is a part or subject; and

d) The Agreement will be a legal and binding obligation of the City, enforceable in accordance with its terms.

14. Documents to be Delivered by the City to Owner at Closing

The City agrees to furnish to Owner at the Closing:

- a) A certified copy of the ordinances or resolutions adopted by the City approving this Agreement and the transactions contemplated herein, and designating the person(s) authorized to execute this Agreement for the City; and
- b) An opinion of counsel for the City as to the matters referred to in Subparagraphs b), c) and d) of Paragraph 12 hereof.

15. Survival of Representations and Warranties

The representations, warranties, and agreements herein shall survive and continue in effect through Closing.

16. Exhibits

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

17. Finder's or Broker's Fees

Each of the parties represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement, and, insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions.

18. Notices

Any notice or other communication given pursuant to this Agreement must be in writing and; (i) delivered personally; (ii) sent by telefacsimile or other similar facsimile; (iii) delivered by overnight express delivery services; or (iv) sent by registered or certified mail, postage prepaid, as follows:

If to City:                           City of Altamonte Springs, Florida  
Attn: City Manager & City Attorney  
225 Newburyport Avenue  
Altamonte Springs, FL 32701

If to Owner:                           Utilities, Inc. of Florida  
2335 Sanders Road  
Northbrook, Illinois 60062  
Attn: Mr. James L. Camaren  
Chairman & C.E.O.



All notices and other communications required or permitted under this Agreement that are addressed as provided in this section will (A) if delivered personally or by overnight express, be deemed received upon signature of receipt for delivery; (B) if delivered by facsimile, be deemed received when verified by return facsimile; and (C) if sent by registered or certified mail, be deemed received when receipt signed for delivery.

19. Binding Effect and Applicable Law

This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns. The Terms of this Agreement shall be governed by the laws of the State of Florida.

20. Severability

Any provision of this Agreement which is prohibited, or unenforceable or under any law shall be ineffective to the extent of such prohibition or enforceability, without invalidating the remaining provisions hereof. No such prohibition shall in any way or to any extent alter or affect owner or city's obligation, to the extent required hereunder, to pay when due, all fees, interest, and other costs related to this Agreement.

21. Laws Governing

This Agreement shall be governed and construed in accordance with the laws of the State of Florida and any action brought hereunder, venue shall be laid in Seminole County, Florida.

22. Other Agreements

Any and all prior agreements, written or oral, among the parties hereto relating to the purchase and sale of the Facilities and

certificates serving the service are hereby void and of no further force or effect.

23. Amendments

This Agreement may be modified or amended only by writing, duly executed by or on behalf of Owner and City.

24. Section Headings for Convenience Only

Section headings used in this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the parties hereto agree that they shall be disregarded in construing the provisions of this Agreement.

25. Submission of Agreement Not an Offer

The submission or transmittal of this Agreement shall not create any liability on the part of Owner, nor shall Owner have any obligation to the City unless and until such time as Owner shall have executed a counterpart of this Agreement and unconditionally delivered to the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

UTILITIES INC. OF FLORIDA

By: Donald Rasmussen  
~~Chairman and CEO~~  
DONALD RASMUSSEN  
VICE PRESIDENT

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
WITNESS

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

THE CITY OF ALTAMONTE  
SPRINGS, FLORIDA

By

*J. Dudley Bates*

J. Dudley Bates, Mayor

*Patsy Wainright*

WITNESS

*Patsy Wainright*

Print Name

*Janice G. Goebel*

WITNESS

*JANICE G. GOEBEL*

Print Name

Florida  
STATE OF ILLINOIS <sup>pw</sup>  
Seminole  
COUNTY OF COOK <sup>pw</sup>

<sup>Patsy Wainright</sup>  
I, ~~Phil Ann Scully~~, a Notary Public of the County and State aforesaid,  
certify that ~~Jim Camaron~~ personally came before me this day and  
acknowledged that he is Chairman and CEO of Utilities, Inc. of Florida, a  
Florida corporation, and that by authority duly given and as the act of the  
corporation, the foregoing instrument was signed in its name by him and  
sealed with its corporate seal.

Witness my hand and official seal, this \_\_\_\_\_ day of  
\_\_\_\_\_, 1999.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

[SEAL]


STATE OF FLORIDA  
COUNTY OF Seminole

I, Patsy Wainright, a Notary Public of the County and  
State aforesaid, certify that J. Dudley Bates  
personally came before me this day and acknowledged that he/she is \_\_\_\_\_  
Mayor of The City of Altamonte  
Springs, Florida, a Florida corporation, and that by authority duly given  
and as the act of the corporation, the foregoing instrument was signed in  
its name by him/her and sealed with its corporate seal.

Witness my hand and official seal, this 17<sup>th</sup> day of  
August, 1999.

Patsy Wainright  
Notary Public  
My Commission Expires: \_\_\_\_\_

[SEAL]

 Patsy Wainright  
MY COMMISSION # CC696205 EXPIRES  
January 22, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.


STATE OF FLORIDA  
COUNTY OF SEMINOLE

Sworn to and subscribed to before me this 18th day of August, 1999,  
by Donald W. Rasmussen, who has produced FDL# R252-199-41-243 as  
identification .

Witness my hand and official seal this 18th day of August, 1999.



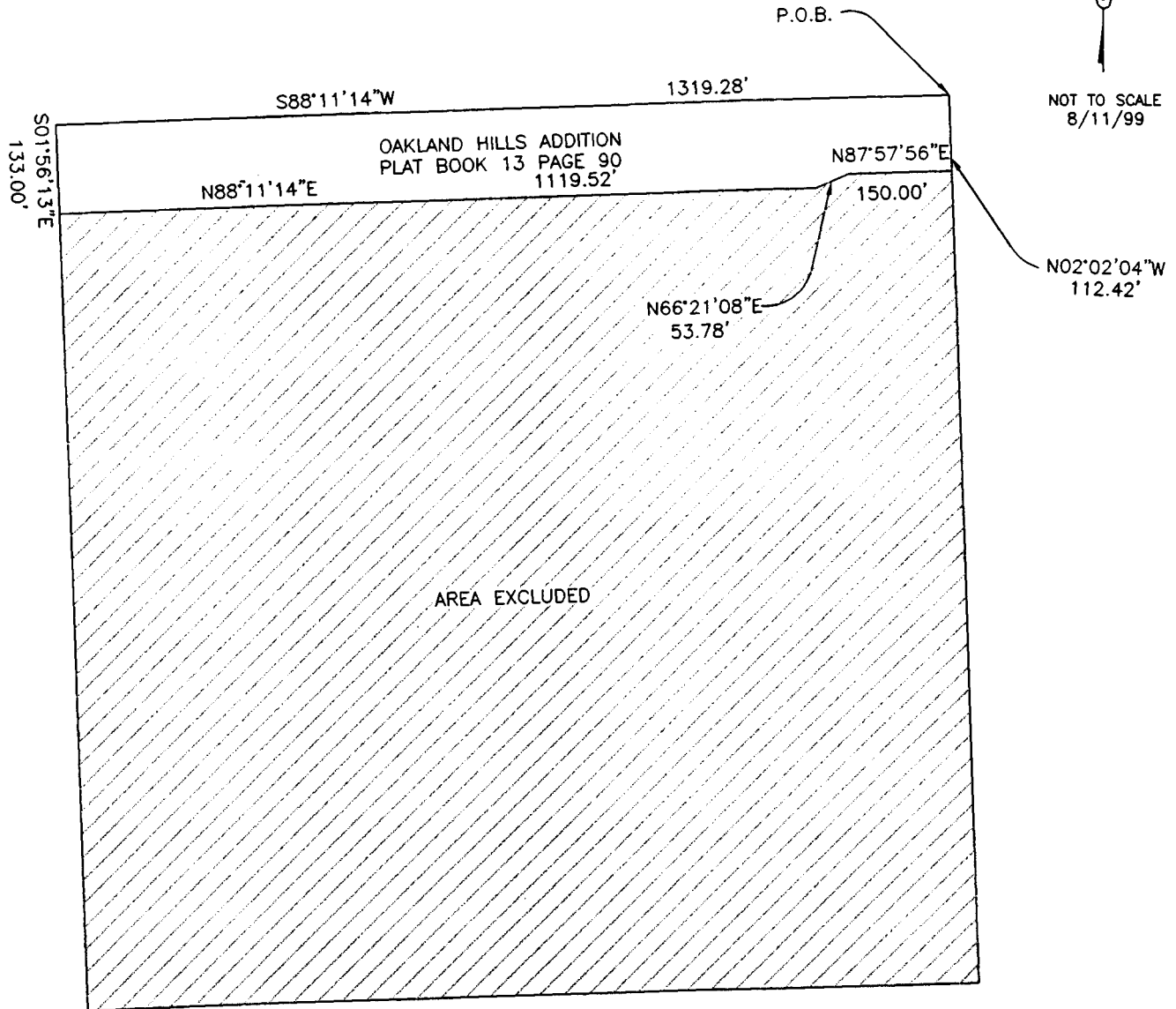
Patsy Wainright  
MY COMMISSION # CC696205 EXPIRES  
January 22, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

  
\_\_\_\_\_  
Patsy Wainright  
Notary Public

# SKETCH OF DESCRIPTION



NOT TO SCALE  
8/11/99



Legend:  
P.O.B. Point of Beginning

THIS IS NOT A SURVEY

I hereby certify that the sketch of description shown hereon complies with the requirements set forth in Chapter 61G17, Florida Administrative Code. Pursuant to Section 472.027 Florida Statutes.

  
MIGUEL A. CORTES

Professional Surveyor and Mapper  
License Number LS 5820  
8237 Scarborough Ct.  
Orlando, Fl. 32829 (407) 282-1206

## DESCRIPTION

A parcel of land lying in Section 21, Township 21 South, Range 29 East Seminole County, Florida more particularly described as follows:

The Northeast  $\frac{1}{4}$ , of the Southeast  $\frac{1}{4}$  of said Section 21,

Less Oakland Hills Addition recorded in Plat Book 13, Page 90 of the Public records of Seminole County, Florida more particularly described as follows: Begin at the NE corner of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said section 21, Township 21 South, Range 29 East, Thence run S88°d11'14"W a distance of 1319.28 feet to the NW corner of the NE  $\frac{1}{4}$ , of the SE  $\frac{1}{4}$  of said Section 21; Thence run S01° 56'13"E along the Westerly line of the NE  $\frac{1}{4}$  , of the SE  $\frac{1}{4}$  of said Section 21 a distance of 133.00 feet; Thence run N88° 11'14"E a distance of 1119.52 feet; Thence run N66° 21'08"E a distance of 53.78 feet; Thence run N87° 57'56"E a distance of 150.00 feet to a point on the Easterly line of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said section 21; Thence run N2°02'04"W a distance of 112.42 feet to the Point of Beginning.

Exhibit 2

No real property or physical assets.



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Docket No. \_\_\_\_\_

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Certificate Nos. 278-W and 225-S

**EXHIBIT B**

**Statement Regarding the Disposition of Any Customer Deposits and  
Accrued Interest**

Utilities, Inc. of Florida is not holding any customers deposits for the Green Acres  
Campground System.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. \_\_\_\_\_

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Utilities, Inc. of Florida / Green Acres Campground Water and Wastewater System  
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**EXHIBIT C**

**Statement Regarding the Disposition of Any Outstanding RAF's**

The Green Acres Campground system is only a portion of UIF's operation. The Regulatory Assessment Fees (RAF) for this system will be included with UIF's next RAF Return, which is due by March 31, 2000.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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**EXHIBIT D**

**Statement that the Buyer obtained from the Utility the Utility's Most Recent Available Income and Expense Statement, Balance Sheet, and Statement of Rate Base for Regulatory Purposes and CIAC**

Attached is a copy of a letter transmitting UIF's 1998 PSC Annual Report to the City of Altamonte Springs.

UTILITIES, INC.

2335 Sanders Road  
Northbrook, Illinois 60062-6196  
Telephone 847 498-6440  
Facsimile 847 498-2066

COPY

August 31, 1999

Mr. James A. Fowler, Esq.  
Fowler, Barice, Feeney & O'Quinn  
Empire Building  
28 West Central Blvd.  
Orlando, FL 32801

**RE: Application for Transfer to Governmental Authority  
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Seminole County, Florida  
Certificate Nos. 278-W and 225-S**

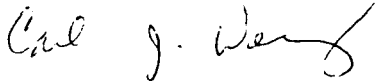
Dear Mr. Fowler:

Enclosed for your file is a copy of the application to the Florida Public Service Commission requesting approval of the transfer of the Green Acres Campground water and wastewater utility system to the City of Altamonte Springs. Please note that I have listed you as the contact person for the City of Altamonte Springs. If this is incorrect, please let me know.

Also enclosed is a copy of Utilities, Inc. of Florida's 1998 PSC Annual Report. This is provided to you in accordance with PSC rules.

If you have any questions, please contact me directly.

Respectfully submitted,



Carl J. Wenz  
Vice President, Regulatory Matters

cc: Mr. Ben Girtman, Esq.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. \_\_\_\_\_

Application for Transfer to Governmental Authority  
Utilities, Inc. of Florida / Green Acres Campground Water and Wastewater System  
Seminole County, Florida  
Certificate Nos. 278-W and 225-S

**EXHIBIT E**

**Revised Territory Description**

Revised territory descriptions are indicated on the revised tariff pages enclosed as Exhibit G.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. \_\_\_\_\_

Application for Transfer to Governmental Authority  
Utilities, Inc. of Florida / Green Acres Campground Water and Wastewater System  
Seminole County, Florida  
Certificate Nos. 278-W and 225-S

**EXHIBIT F**

**Map showing Township, Range, and Section of Remaining Territory**

Revised territory maps are enclosed.

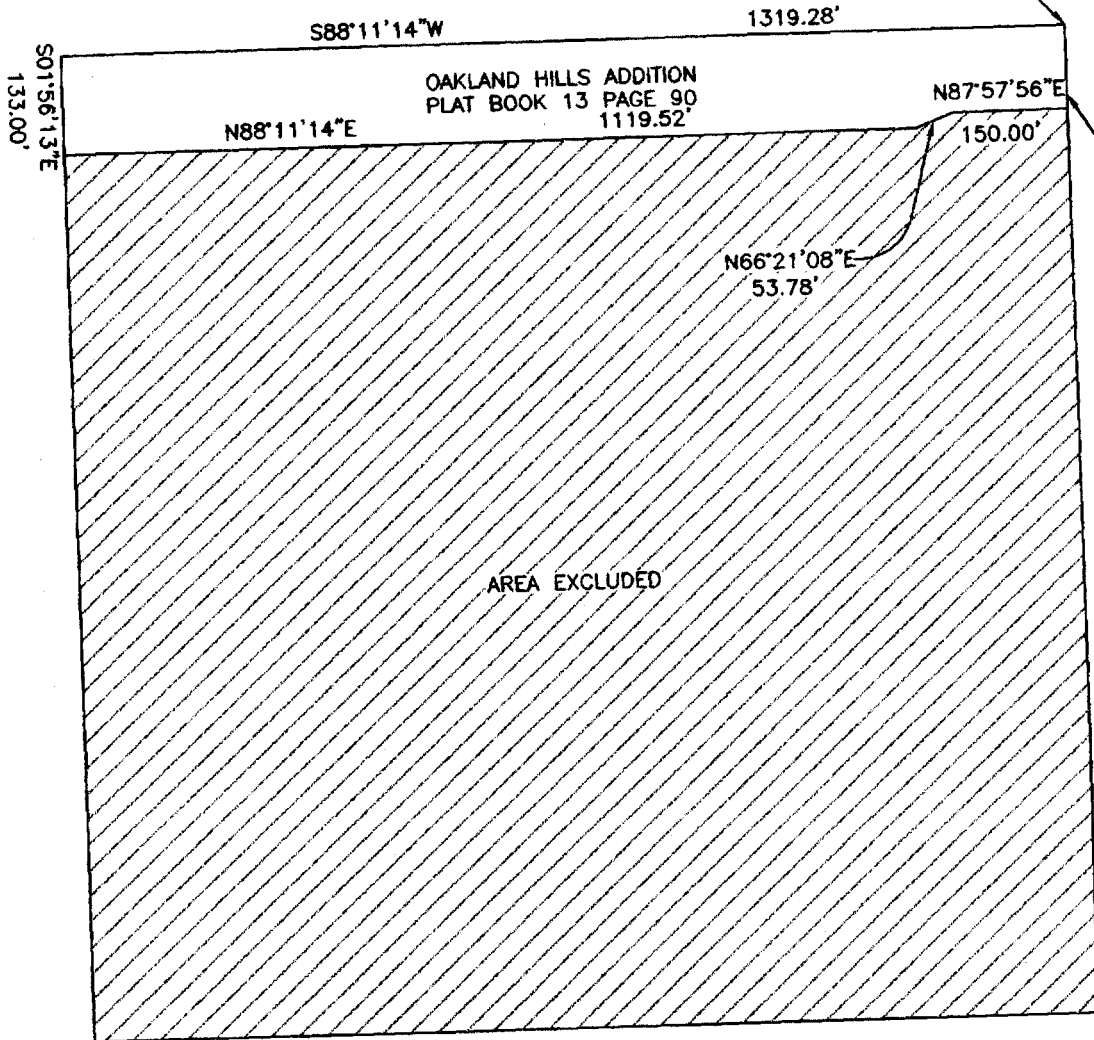
# SKETCH OF DESCRIPTION



NOT TO SCALE  
8/11/99

N02°02'04"W  
112.42'

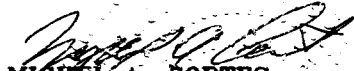
P.O.B.

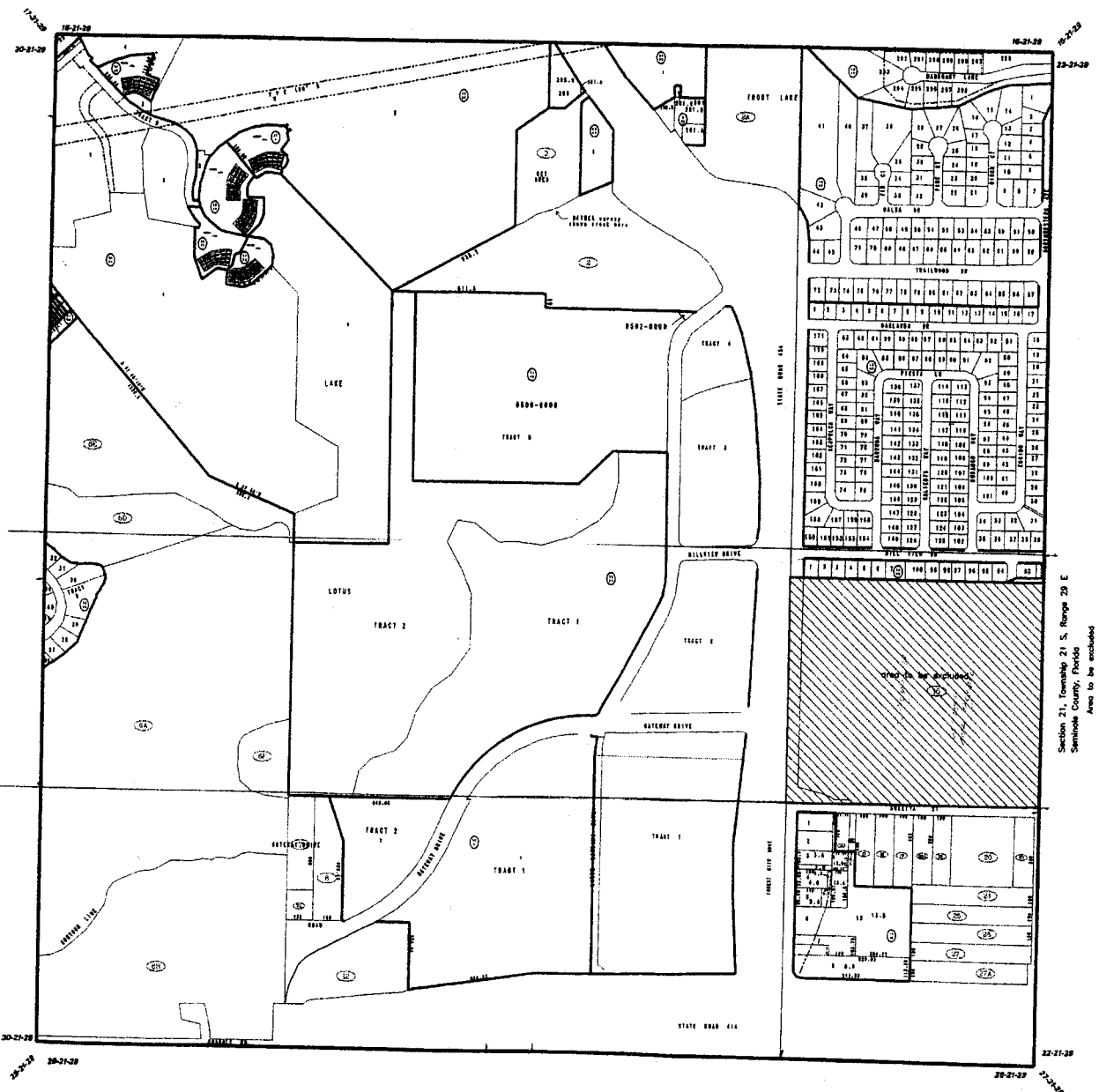


Legend:  
P.O.B. Point of Beginning

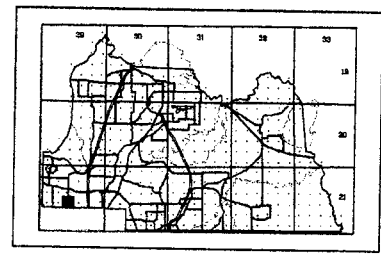
THIS IS NOT A SURVEY

I hereby certify that the sketch of description shown hereon complies with the requirements set forth in Chapter 61G17, Florida Administrative Code. Pursuant to Section 472.027 Florida Statutes.

  
**MIGUEL A. CORTES**  
Professional Surveyor and Mapper  
License Number LS 5829  
8237 Scarborough Ct.  
Orlando, Fl. 32829 (407) 282-1206



AREA	BLK	BOOK	PAGE	SUBDIVISION
18-21-29	608	18	27	TRAILWOOD RESERVE SEC 1
18-21-29	608	18	28	TRAILWOOD RESERVE SEC 2
18-21-29	609	18	29	WOODLAND TERRACE AT COUNTRY CREEK
18-21-29	610	18	30	FOREST CRY
18-21-29	611	18	31	OAKLAND HILLS
18-21-29	612	18	32	OAKLAND HILLS ADD
18-21-29	613	18	33	FOREST CREEK HOUSES
18-21-29	614	18	34	LAKE LOTUS CLUB I CONDO
18-21-29	615	18	35	LAKE LOTUS CLUB II CONDO
18-21-29	616	18	36	LAKE LOTUS CLUB III CONDO
18-21-29	617	18	37	LAKE LOTUS CLUB IV CONDO
18-21-29	618	18	38	LAKE LOTUS CLUB V CONDO
18-21-29	619	18	39	LAKE LOTUS CLUB VI CONDO
18-21-29	620	18	40	LAKE LOTUS CLUB VII CONDO
18-21-29	621	18	41	LAKE LOTUS CLUB VIII CONDO
18-21-29	622	18	42	LAKE LOTUS CLUB IX CONDO
18-21-29	623	18	43	LAKE LOTUS CLUB X CONDO
18-21-29	624	18	44	LAKE LOTUS CLUB XI CONDO
18-21-29	625	18	45	LAKE LOTUS CLUB XII CONDO
18-21-29	626	18	46	LAKE LOTUS CLUB XIII CONDO
18-21-29	627	18	47	LAKE LOTUS CLUB XIV CONDO
18-21-29	628	18	48	LAKE LOTUS CLUB XV CONDO
18-21-29	629	18	49	LAKE LOTUS CLUB XVI CONDO
18-21-29	630	18	50	LAKE LOTUS CLUB XVII CONDO
18-21-29	631	18	51	LAKE LOTUS CLUB XVIII CONDO
18-21-29	632	18	52	LAKE LOTUS CLUB XIX CONDO
18-21-29	633	18	53	LAKE LOTUS CLUB XX CONDO
18-21-29	634	18	54	LAKE LOTUS CLUB XXI CONDO
18-21-29	635	18	55	LAKE LOTUS CLUB XXII CONDO
18-21-29	636	18	56	LAKE LOTUS CLUB XXIII CONDO
18-21-29	637	18	57	LAKE LOTUS CLUB XXIV CONDO
18-21-29	638	18	58	LAKE LOTUS CLUB XXV CONDO
18-21-29	639	18	59	LAKE LOTUS CLUB XXVI CONDO
18-21-29	640	18	60	LAKE LOTUS CLUB XXVII CONDO
18-21-29	641	18	61	LAKE LOTUS CLUB XXVIII CONDO
18-21-29	642	18	62	LAKE LOTUS CLUB XXIX CONDO
18-21-29	643	18	63	LAKE LOTUS CLUB XXX CONDO
18-21-29	644	18	64	LAKE LOTUS CLUB XXXI CONDO
18-21-29	645	18	65	LAKE LOTUS CLUB XXXII CONDO
18-21-29	646	18	66	LAKE LOTUS CLUB XXXIII CONDO
18-21-29	647	18	67	LAKE LOTUS CLUB XXXIV CONDO
18-21-29	648	18	68	LAKE LOTUS CLUB XXXV CONDO
18-21-29	649	18	69	LAKE LOTUS CLUB XXXVI CONDO
18-21-29	650	18	70	LAKE LOTUS CLUB XXXVII CONDO
18-21-29	651	18	71	LAKE LOTUS CLUB XXXVIII CONDO
18-21-29	652	18	72	LAKE LOTUS CLUB XXXIX CONDO
18-21-29	653	18	73	LAKE LOTUS CLUB XL CONDO
18-21-29	654	18	74	LAKE LOTUS CLUB XLI CONDO
18-21-29	655	18	75	LAKE LOTUS CLUB XLII CONDO
18-21-29	656	18	76	LAKE LOTUS CLUB XLIII CONDO
18-21-29	657	18	77	LAKE LOTUS CLUB XLIV CONDO
18-21-29	658	18	78	LAKE LOTUS CLUB XLV CONDO
18-21-29	659	18	79	LAKE LOTUS CLUB XLVI CONDO
18-21-29	660	18	80	LAKE LOTUS CLUB XLVII CONDO
18-21-29	661	18	81	LAKE LOTUS CLUB XLVIII CONDO
18-21-29	662	18	82	LAKE LOTUS CLUB XLIX CONDO
18-21-29	663	18	83	LAKE LOTUS CLUB L CONDO
18-21-29	664	18	84	LAKE LOTUS CLUB LX CONDO
18-21-29	665	18	85	LAKE LOTUS CLUB LXI CONDO
18-21-29	666	18	86	LAKE LOTUS CLUB LXII CONDO
18-21-29	667	18	87	LAKE LOTUS CLUB LXIII CONDO
18-21-29	668	18	88	LAKE LOTUS CLUB LXIV CONDO
18-21-29	669	18	89	LAKE LOTUS CLUB LXV CONDO
18-21-29	670	18	90	LAKE LOTUS CLUB LXVI CONDO
18-21-29	671	18	91	LAKE LOTUS CLUB LXVII CONDO
18-21-29	672	18	92	LAKE LOTUS CLUB LXVIII CONDO
18-21-29	673	18	93	LAKE LOTUS CLUB LXIX CONDO
18-21-29	674	18	94	LAKE LOTUS CLUB LXX CONDO
18-21-29	675	18	95	LAKE LOTUS CLUB LXXI CONDO
18-21-29	676	18	96	LAKE LOTUS CLUB LXXII CONDO
18-21-29	677	18	97	LAKE LOTUS CLUB LXXIII CONDO
18-21-29	678	18	98	LAKE LOTUS CLUB LXXIV CONDO
18-21-29	679	18	99	LAKE LOTUS CLUB LXXV CONDO
18-21-29	680	18	100	LAKE LOTUS CLUB LXXVI CONDO



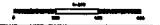
Section 21, Township 21 S, Range 29 E  
 Seminole County, Florida  
 Area to be excluded

LINE	SYMBOL	ROAD SYMBOL
Range Road Center	(Symbol)	Range Road Center
Subdivision	(Symbol)	Subdivision
Subdivision Boundary Line	(Symbol)	Subdivision Boundary Line
Right-of-Way	(Symbol)	Right-of-Way
Right-of-Way for Transportation	(Symbol)	Right-of-Way for Transportation
Lake and Pond	(Symbol)	Lake and Pond
Stream	(Symbol)	Stream
Canal	(Symbol)	Canal
Utility Line	(Symbol)	Utility Line
Proposed	(Symbol)	Proposed
Other	(Symbol)	Other
Other	(Symbol)	Other

PROPERTY OWNERSHIP MAP  
**SEMINOLE COUNTY**  
 H.W. "BIM" Suber, CFA, ASA  
 Property Appraiser  
 County Services Building  
 1101 East Fleet Street, Sanford, Florida 32771  
 (407) 321-1180 EXT 7608  
 See our Website at <http://www.sopafl.org>

**SEC 21 TWP 21S RGE 29E**  
 LASTBOR

This map for assessment purposes only.





BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. \_\_\_\_\_

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Seminole County, Florida  
Certificate Nos. 278-W and 225-S

**EXHIBIT G**

**Revised Tariff Sheets**

(see attached)

UTILITIES, INC OF FLORIDA  
WATER TARIFF - Seminole County

(Continued from Sheet No. 3.5-H)

DESCRIPTION OF TERRITORY SERVED

Trailwood Estates and Oakland Hills

Township 21 South, Range 29 East

Sections 15, 21 and 22

Trailwood Estates, Section 1, a portion of Sections 21 and 22, as recorded in Plat Book 16, pages 27 and 28 of the Public Records of Seminole County, Florida.

ALSO

Trailwood Estates, Section II, a portion of Sections 15, 21, and 22, as recorded in Plat Book 18, pages 12 and 13 of the Public Records of Seminole County, Florida.

ALSO

Oakland Hills, a Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 21, as recorded in Plat Book 13, pages 63 and 64 of the Public Records of Seminole County, Florida.

ALSO

Oakland Hills Addition, as recorded in Plat Book 13, Page 90 of the Public Records of Seminole County, Florida.

ALSO

A parcel of land lying in Section 21, Township 21 South, Range 29 East Seminole County, Florida more particularly described as follows:

The North 133.00 feet of the Northeast 1/4, of the Southeast 1/4 of said section 21.

(Continued to Sheet No. 3.5-J)

Carl J. Wenz

Vice President-Regulatory Matters

UTILITIES, INC. OF FLORIDA  
WASTEWATER TARIFF - Seminole County

(Continued from Sheet No. 3.0-A)

DESCRIPTION OF TERRITORY SERVED

Trailwood Estates and Oakland Hills

Township 21 South, Range 29 East

Sections 15, 21 and 22

Trailwood Estates, Section I, a portion of Sections 21 and 22, as recorded in Plat Book 16, pages 27 and 28 of the Public Records of Seminole County, Florida.

ALSO

Trailwood Estates, Section II, a portion of Sections 15, 21, and 22, as recorded in Plat Book 18, pages 12 and 13 of the Public Records of Seminole County, Florida.

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ALSO

Oakland Hills Addition, as recorded in Plat Book 13, Page 90 of the Public Records of Seminole County, Florida.

ALSO

A parcel of land lying in Section 21, Township 21 South, Range 29 East Seminole County, Florida more particularly described as follows:

The North 133.00 feet of the Northeast 1/4, of the Southeast 1/4 of said section 21.

(Continued to Sheet No. 3.0-C)

Carl J. Wenz  
Vice President-Regulatory Matters