

Regulatory Consultants, Inc

401 Interstate Boulevard Sarasota, Florida 34240
Telephone (941) 371-8499 Fax (941) 379-2828
RegCon401@aol.com

ORIGINAL

September 29, 2000

DEPOSIT DATE
D369 ■ OCT 02 2000

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Application for Transfer of Water Certificate No. 524-W
and Wastewater Certificate No. 459-S

001513-WS

Dear Director,

On behalf of Timberwood Utilities, and in accordance with Chapter 25-30, Florida Administrative Code, we are submitting the Application for Transfer of Water Certificate 524-W and Wastewater Certificate 459-S from Arbor Oaks I, LLC and Arbor Oaks II, LLC (both Delaware Limited Liability Companies d/b/a) to Mink Associates I, LLC (a Florida Limited Liability Company d/b/a) in Pasco County, Florida.

Enclosed you will find the following:

- 1) An original and six copies of the completed application and applicable exhibits.
- 2) An original and two copies of the water and wastewater tariffs
- 3) Mink Associates I, LLC's check #1029 in the amount of \$1,500.00 for the proper filing fee pursuant to Rule 25-30.020.
- 4) The original Water Certificate 524-W and Wastewater Certificate 459-S.

Be advised that the Utility has obtained the list from the Commission and will be mailing notices of the transfer within 7 days of the filing to the following:

- 1) the governing bodies of Pasco County and appropriate municipalities in Pasco County,
- 2) the privately-owned water and wastewater utilities in Pasco County,
- 3) the Tampa Bay Regional Planning Council,
- 4) the Office of Public Counsel,
- 5) the FPSC's Division of Records and Reporting,
- 6) the appropriate regional office of the Department of Environmental Protection,
- 7) the appropriate water management district.

DOCUMENT NUMBER-DATE

12407 SEP 29 00

FPSC-RECORDS/REPORTING

Florida Public Service Commission
September 29, 2000
Page 2

Also, the Utility will be delivering, by regular mail or personal delivery, the notice of the transfer within 7 days of the filing to each customer on the system, as well as publishing the notice in the local newspaper within 7 days of the filing. Affidavits, along with required copies, will be submitted to the Commission within 15 days of filing the application.

Should you have any questions or require any further information, please call.

Sincerely,



George C. MacFarlane
President

GCM:cm
Enclosures

cc: Gerald D. Ross, Manager
Timberwood Utilities

Peter J. Bazzini
Jonathan James Damonte, Chartered

ORIGINAL

TIMBERWOOD UTILITIES

001573-WS

**Application for Transfer
of
Water Certificate 524 -W
and
Wastewater Certificate 459 - S**

September, 2000

**REGULATORY CONSULTANTS, INC.
401 Interstate Blvd.
Sarasota, Florida 34240
(941) 371-8499**

DOCUMENT NUMBER-DATE

12407 SEP 29 8

2000 RECORDS/REPORTING

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

001513-WS

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 sale, assignment or transfer of all of
Water Certificate No. 524-W and Wastewater Certificate No. 459-S or facilities in Pasco 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:

Timberwood Utilities (Arbor Oaks I, LLC and Arbor Oaks II, LLC
both Delaware Limited Liability Companies d/b/a

Name of utility

(561) 567-8500

Phone No.

(561) 567-8798

Fax No.

1717 20th Street, Suite 105

Office street address

Vero Beach,

City

Florida

State

32960-0619

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:

George C. MacFarlane
Regulatory Consultants, Inc. (941) 371-8499 (941) 379-2828
Name Phone No. Fax No.

401 Interstate Blvd.
Street address

Sarasota, Florida 34240
City State Zip Code

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

Timberwood Utilities (Mink Associates I, LLC a Florida Limited Liability Company d/b/a
Name of utility

(813) 788-1356 (813) 779-8658
Phone No. Fax No.

36323 Arbor Oaks Drive
Office street address

Zephyrhills, Florida 33541
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: Florida Limited Liability Company
(specify)

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

March 17, 2000 State of 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 ATTACHMENT

PART II FINANCIAL AND TECHNICAL INFORMATION

A) **Exhibit A** - 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.

N/A

C) **Exhibit B** - 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 non-regulated 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 C** - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
 - E) Exhibit D** - A statement describing the financing of the purchase.
 - F) Exhibit E** - 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 F** - 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 G** - 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:**

Kurt Wallach (561) 567-8500
Name Phone No.

1717 20th Street, Suite 105
Street address

Vero Beach Florida 32960-0619
City State Zip Code

- J) **Exhibit N/A** - 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 H** - A statement from the buyer that it 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 I** - 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 J** - 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 serve 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 certificated granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director or Records and Reporting;
- (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 K - 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 L - 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 up to 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 up to 2,001 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 M** - 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** - 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. **An original and two copies of the Water and Wastewater Tariffs are included under separate cover.**
- 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, Gerald D. Ross, Manager, Mink Associates I, LLC, a Florida Limited Liability Company (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 constitutes a complete statement of the matter to which it relates.

BY: Gerald D. Ross
Applicant's Signature

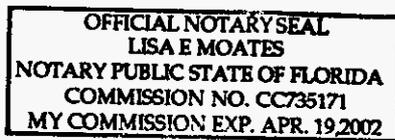
Gerald D. Ross
Applicant's Name (Typed)

Manager
Applicant's Title *

Subscribed and sworn to before me this 26 day in the month of September in the year of 2000 by Gerald D. Ross who is personally known to me or produced identification

Type of Identification Produced

Lisa E Moates
Notary Public's Signature



Print, Type or Stamp Commissioned Name of 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.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

ATTACHMENT

**PART I, QUESTION G,
MEMBERS OWNING INTEREST IN MINK ASSOCIATES I, LLC
(a Florida Limited Liability Company)**

<u>Name and Title</u>	<u>Address</u>	<u>Percentage</u>
Donlin Property Associates, a New York Limited Partnership	5 Bragdon Drive Rochester, NY 14618	33 1/3%
Milton Mink and Arlene H. Mink, as Trustees of the Milton Mink Living Trust u/t/d November 6, 1996	5 Bragdon Drive Rochester, NY 14618	16 2/3%
Arlene H. Mink and Milton Mink, as Trustees of the Arlene H. Mink Living Trust u/t/d November 6, 1996	5 Bragdon Drive Rochester, NY 14618	16 2/3%
Donald Mink and Debbie M.J. Mink, as Trustees of the Mink Family Trust dated September 19, 1983	1841 Michael Lane Pacific Palisades, CA 90272	16 2/3%
Linda M. Cole, as Trustee of the Linda Cole Trust dated May 8, 1992	5010 Bluff Place El Cajon, CA 92020	16 2/3%

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

**PART IV
FILING FEE**

COPY OF CHECK: WATER \$750.00 AND WASTEWATER \$750.00

1029

**MINK ASSOCIATES II, LLC
D/B/A TIMBERWOOD UTILITIES**
36323 ARBOR OAKS DRIVE
ZEPHYRHILLS, FLORIDA 33541

FIRST UNION NATIONAL BANK
ZEPHYRHILLS, FLORIDA 33540

63-2/630

00001029

ONE THOUSAND FIVE HUNDRED AND XX / 100 Dollars

DATE

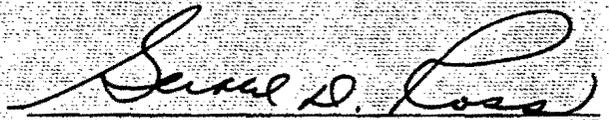
AMOUNT

09/22/00

*****\$1,500.00

TO THE
ORDER

Florida Public Service Commission



AUTHORIZED SIGNATURE

— Timberwood Utilities —
36323 Arbor Oaks Drive, Zephyrhills, Florida 33541
Telephone (813) 788-1356

LEGAL NOTICE

Notice is hereby given on September 29, 2000, pursuant to Section 367.071, Florida Statutes, of the Application for Transfer of Water Certificate No. 524-W and Wastewater Certificate No. 459-S held by Arbor Oaks I, LLC and Arbor Oaks II, LLC, both Delaware Limited Liability Companies d/b/a Timberwood Utilities, to Mink Associates I, LLC, a Florida Limited Liability Company d/b/a Timberwood Utilities. This transfer does not effect the rates or charges for water or wastewater service being provided to those customers within the Arbor Oaks Mobile Home Park. In accordance with the Certificates, Timberwood Utilities is authorized to provide water and wastewater service to the following described territory located in a Portion of Section 9, Township 26 South, Range 21 East, Pasco County, Florida:

Township 26 South, Range 21 East, in Section 09

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the
NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$.

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Timberwood Utilities
36323 Arbor Oaks Drive
Zephyrhills, Florida 33541

TIMBERWOOD UTILITIES
APPLICATION FOR TRANSFER
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**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT A

STATEMENT INDICATING TRANSFER IS IN THE PUBLIC INTEREST

Timberwood Utilities is owned 100% by Mink Associates I, LLC, a Florida Limited Liability Company (Mink Associates). Mink Associates purchased the development known as the Arbor Oaks Mobile Home Park (Park) and the water and wastewater system that serves the residents within the Park. Mink Associates has a substantial investment in the Park. Mink Associates is committed to provide the same quality of service to the customers of the water and wastewater systems as the former owner provided during its years of ownership. It is in the best interest of Mink Associates as both the owner of the Park and the owner of Timberwood Utilities to have Timberwood Utilities continue to provide good quality service to both the residents of the Park and the customers of the utility system which, in the main, are the same persons. Timberwood Utilities will continue to purchase bulk potable water from Pasco County Utilities and resell the water to its customers at the rates which have been previously approved by the Florida Public Service Commission. In addition, Timberwood Utilities will continue to treat and dispose of the wastewater generated by the customers of the utility system in accordance with its current Florida Department of Environmental Protection operating permit. Timberwood Utilities will own all of the water distribution lines, wastewater collection lines, hydrants, lift stations and the wastewater treatment plant along with all the appropriate easements which are necessary to continue to provide service to the customers of Timberwood Utilities. Mink Associates will continue to employ the personnel who are familiar with the administrative and regulatory affairs for Timberwood Utilities, as well as those that provided the maintenance of the water and wastewater facilities. Therefore, it is the opinion of the Applicant that given the substantial economic interest of Mink Associates in both the Park and the utility assets operated by Timberwood Utilities, and given the willingness of Mink Associates to continue to provide the utility with the needed experienced regulatory and operational staff, one should conclude that a transfer of the water and wastewater certificates is in the public interest.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT B

COPY OF CONTRACT FOR SALE

SEE ATTACHMENT

Note: Since there are no customer deposits, guaranteed revenue contracts, developer agreements or customer advances associated with the Utility's operations, the Contract for Sale does not specifically address the disposition of them.

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT is made by and between **Arbor Oaks I L. L. C. (a Delaware Limited Liability Company)**, ("Seller") and **MILTON MINK**, as agent for a **Florida Limited Liability Company to be formed ("Buyer")**, having an address at **5 Bragdon Drive, Rochester, New York 14618**.

RECITALS:

Seller is the fee owner of a parcel of real property located in the **County of Pasco, State of Florida**. The property is currently operated as a lot rental Mobile Home Park commonly known as **"Arbor Oaks Mobile Home Park"** (the "Park"). The property has a street address of **36323 Arbor Oaks Drive, Zephyrhills, Florida 33541**. Buyer wishes to buy and seller wishes to sell the aforesaid property on the terms and conditions set forth in this agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing recitals, and in further consideration of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

Article 1. Purchase and Sale

1.1 Purchase and Sale. Buyer agrees to purchase and Seller hereby agrees to sell, transfer and convey to Buyer the Property (as hereinafter defined) on the terms and conditions set forth in this Agreement. The date of execution by Buyer and Seller will be referred to as the **"Effective Date."**

1.2 Property Defined. As used in this Agreement the term "Property" includes the entire right, title and interest of Seller in the following:

1.2.1 Land and Improvements: The land described in the legal description attached as **Exhibit "A"** to this Agreement (the "Land"), together with all buildings, structures and improvements located thereon, and together with all air, and mineral rights, if any, and all tenements, privileges thereunto belonging or in any way appertaining thereto owned by Seller, including **one hundred fifty seven (157)** mobile home sites. All mobile homes and other improvements while subject to full inspection by the Buyer, will be sold "as is".

1.2.3. Fixtures and personalty, etc. Fixtures, equipment, utilities, transmission systems and personalty owned by Seller, located on or about the Property and ordinarily used in conjunction with the operation thereof, including fixtures, equipment, vehicles, and personalty. Within **seven (7) calendar days** from the effective date, the parties shall agree upon a list of fixtures and park owned mobile homes which are used as inventory which then shall be attached to this agreement as **Exhibit "B"** All such equipment will be sold "as is".

1.2.4. Streets and Roads. All right, title and interest of Seller, if any, in land lying in the bed of any street, road, or avenue, open or proposed, at the foot of or adjoining the property, to the center line thereof, including, but not limited to easements for ingress and egress.

1.2.5 Condemnation Awards. Any pending or future condemnation awards or to be made in lieu thereof, if any, and any unpaid award for damages to the Property by reason of any change of grade of streets.

1.2.6 Rental Agreements, etc. All rental agreements, leases, or tenancies of every kind, whether evidenced by a written lease, prospectus or verbal agreement, now or hereafter affecting or encumbering the Property (collectively the "Rental Agreements"). Within ten (10) days from the Effective Date a schedule of rental agreements showing the current lot rents by lot number, names and addresses of all lot renters, the current payment status of each lot renter, showing delinquencies, if any, a copy of each form of written lease in use in the Park, and an identification of which lots are encumbered by written leases, and a copy of the most recent Notice of Increase in Lot Rental Amount, shall be attached hereto as Exhibit "C" (the Rent "Schedule").

1.2.7 Trade Name. Seller's rights in the name "Arbor Oaks Mobile Home Park".

Article 2 - Purchase Price; Payment

2.1 Purchase Price. The purchase price for the property will be **Three Million Nine Hundred Ninety Thousand Dollars (\$3,990,000.00)** the "Purchase Price", payable in cash or certified funds as of the day of closing which total price shall be paid in part by the assumption of the present mortgage on the subject property. The Purchase Price will be allocated among the assets being purchased and sold pursuant to an allocation schedule to be agreed upon between the parties during the Inspection Period.

Buyer shall file the necessary application for assumption of mortgage within 10 days from the Effective Date, and shall diligently pursue approval for assumption of the existing mortgage. All costs and charges including, without limitation, any mortgagee costs and charges for assumption of the mortgage shall be paid by Buyer. If Buyer is not accepted by mortgagee to assume the existing mortgage under the terms set forth in this Section 2.1 within sixty (60) days from the Effective Date of this Agreement, either Seller or Buyer may rescind this Agreement by written notice to the other party.

Buyer agrees, if approve for assumption of existing mortgage by mortgagee, to accept the existing loan documents executed and delivered in connection with the existing mortgage. Buyer shall have ten (10) business days from the date of receipt of the mortgagee's consent to the assumption, to review the conditions and personal liability, if any, imposed by the mortgagee. In the event mortgagee imposes material requirements upon Buyer, in addition to those set forth in the existing loan documents, as a condition of assuming the existing mortgage. Buyer may, with

said ten (10) working days, give written notice to Seller that Buyer elects to terminate the contract, in which case the deposit shall be refunded and all parties released from this contract. Failure to give timely notice of the election shall be deemed acceptance of the assumption terms and conditions. Buyer shall use its best efforts to obtain the release of principals of Seller from any existing personal guarantees or indemnity agreements in connection with the existing mortgage. In the event Seller cannot be released from such guarantees or indemnity agreements, then Buyer defend, indemnify and hold Seller harmless from all lost, cost or expense incurred with respect to the assumed note and mortgage subsequent to the date of closing. This indemnity shall survive closing.

If Buyer is not accepted by mortgagee to assume the existing mortgage within sixty (60) days from the Effective Date of this Agreement, either the Seller or Buyer may cancel this Agreement by written notice to the other Party.

2.2 Buyer will deposit **Twenty-Five Thousand Dollars (\$25,000.00)** with the Escrow Agent (hereinafter defined) within five (5) days of the Effective Date of this Contract. The foregoing sum is referred to in this Agreement as the "Escrow Deposit" and will be credited to Buyer and paid to Seller at closing, subject to the terms of this agreement.

Upon Buyer's acceptance of the Property Documentation by failing to terminate the Agreement prior to the expiration of the Inspection Period, Buyer shall immediately deposit an additional **Seventy-Five Thousand Dollars (\$75,000.00)** with the Escrow Agent within five (5) days of the expiration of the Inspection Period which additional deposit shall be deemed a part of the Escrow Deposit.

2.3 At closing Buyer will pay to Seller a sum sufficient to pay the balance of the Purchase Price, after credit for the Escrow Deposit and prorations, loan assumptions, credits and adjustments otherwise permitted or required by this Agreement, by certified or cashier's check drawn on a Florida banking institution, or wire transfer of immediately available funds received by Seller prior to 12:00 Noon EDT on the day of closing.

Buyer shall pay all costs associated with the loan assumption, including without limitation, lender's assumption fees, charges, attorneys fees and costs, and all other costs to be paid by Buyer under this Agreement.

2.4 Escrow Agent. **Lutz, Webb & Bobo, P.A. of Sarasota, Florida** shall act as Escrow Agent under this agreement. The sole responsibility of the Escrow Agent shall be to deposit the Escrow Deposit into an account with a local bank upon execution and delivery of all forms and documents necessary to do so and to disburse said funds according to the terms of this Agreement. 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 Escrow Deposit shall be disbursed hereunder, and the parties hereto are unable after twenty (20) 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 said Escrow Deposit into the Circuit Court of Pasco County, Florida, without further liability or responsibility on its part. Costs, expenses or attorneys' fees incurred by Escrow Agent in connection with any such interpleader may be deducted by the Escrow Agent from the amount of the Escrow Deposit prior to its deposit into the registry of the Court. 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 Escrow Deposit made by the 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 the Escrow Agent. In the event of any default by either Seller or the Buyer, any costs, expenses or attorneys' fees deducted by Escrow Agent from the Escrow Deposit shall be reimbursed and paid by the defaulting party in addition to all other remedies and damages.

All escrow funds shall be maintained in an interest bearing bank account with all interest to be credited toward sums owed to either Seller or Buyer, if either party is entitled to the funds in accordance with this Agreement.

Article 3 - Title

3.1 The Seller shall at Seller's expense, at closing deliver to the Buyer, an owner's title policy issued by a Florida licensed title insurer on Chicago Title Insurance Company. The binder and attached policy will be issued at the minimum promulgated rate and shall be in an amount equal to the amount of the purchase price. The policy and binder shall be in a current ALTA standard form 'B'. The policy shall insure marketable title to the Buyer.

3.2 Seller shall pay the premium for the policy of title insurance to be issued to Buyer at closing.

Article 4 - Warranties and Representations

4.1 Personal Property. Seller is the sole owner of the Fixtures and Personalty, free and clear of any security interests except Scller's current first mortgage lender, if any.

4.2 No Assessments. Except as provided in the title commitment and any permitted title exceptions, the property is free from unpaid special assessments, including without limitation, those for construction and hook-up of sewer, water, gas, electric lines, and mains, streets, and none have been proposed. Notwithstanding anything else contained in this Contract, attached as Exhibit "D" is a list of vacant lots which are included in the subject property description. No representations regarding impact fees for those lots are made and they shall be the Buyer's responsibility.

4.3 Compliance With Existing Laws. Seller possesses all licenses, permits and approvals,

particularly under Chapter 723 of the Florida Statutory Code (the "Authorizations") required to own, operate, use or maintain the Property as a rental Mobile Home Park. If transferable, all such Authorizations will be transferred and assigned at Closing to the Buyer. Seller has not received any written notices of any violations of any requirements of any government or governmental agency with respect to the operation, use, maintenance, condition, or operation of the Property or any part thereof, or requiring any repairs or alterations, other than as otherwise set forth in, or disclosed pursuant to this Agreement

4.4 Sites. The property contains and is licensed to contain, one hundred fifty-seven (157) mobile home lots.

4.5 Public Utilities. Seller represents and warrants that electric service is available to all lots and that the park is serviced by Seller's privately owned public water and sewer utility being transferred herein, which holds a certificate from the Florida Public Service Commission and is subject to its jurisdiction.

4.6 Pending Litigation. Seller is not now a party to any litigation or proceedings affecting the Property, and none are threatened which would affect the operation of the subject property.

4.7 Environmental. Seller has not violated in any material way in its use ownership, or operation of the Property, any applicable federal, state, or county statutes, laws, or regulations relating to environmental matters. Seller has not received any notice or correspondence from any governmental agency pertaining to Hazardous materials, including notices of injury, potential proceedings, or other action regarding the condition of the property.

4.8 Business Operations. From the Effective Date to the Closing, Seller will conduct its business in the ordinary course subject to the terms of this Agreement. During such period Seller will continue to maintain and repair the property in at least the manner in which Seller has previously maintained and repaired the Property, ordinary wear and tear excepted.

4.9 Events Pending Closing and Further Information. Seller agrees to notify Buyer immediately, in writing of any event or condition which occurs prior to Closing hereunder, which causes a material change in the facts relating to, or the truth of any of the above representations.

Article 5- Defaults, Remedies

5.1 Default by Buyer. In the event Buyer shall fail to close the transaction within thirty (30) days after Buyer removes all of the contingencies, and Seller is not in material breach of its obligations to close hereunder, the Escrow Deposit shall be retained by Seller as Seller's sole and exclusive remedy, at law and in equity, for Buyer's breach. The parties agree that Buyer's forfeiture of the Escrow Deposit would be reasonable in view of the uncertainty and

impossibility of ascertaining other damages that might be available to Seller. Seller and Buyer hereby further agree that the aforesaid forfeiture of the Escrow Deposit constitutes a reasonable estimated forecast of the damages that would be sustained by Seller in the event Buyer fails to perform pursuant to this Agreement. In such event, this Agreement shall terminate and become null and void and, except as otherwise provided herein, Buyer and Seller shall be released and discharged of all further claims and obligations to each other hereunder.

5.2 Default by Seller. If Seller materially defaults under this Agreement and Buyer is not in material breach of its obligations to close hereunder, Buyer shall be entitled to (i) terminate this Agreement, receive the Escrow Deposit (and out-of-pocket costs incurred by Buyer in negotiating this Agreement, and performing its due diligence up to \$25,000.00 if such material default arises from Seller's failure to close title in accordance with the terms of this Agreement), or (ii) seek specific performance. If Buyer elects to seek specific performance and such remedy is not available due to the fact that Seller has sold the Property to another party, Buyer shall be permitted to sue Seller for damages as a result of Seller's material breach. If Buyer elects to terminate this Agreement, due to a material breach by Seller, upon a refund of the Escrow Deposit and Buyer's out-of-pocket costs as provided above, the parties hereto shall be relieved of any further liability to each other.

6.1 Closing Date. Closing will take place on or before ninety (90) days from the Effective Date of this Agreement. The Closing of this transaction will take place at the Zephyrhills offices of the Escrow Agent, or at such other place as mutually agreed to by the parties.

6.2.3. Documents: At the Closing, the Seller and as applicable, Buyer shall execute and deliver the following documents in form acceptable to Buyer.

6.2.4 Sellers Documents.

6.2.4 (a) A general warranty deed conveying title to the Property to Buyer, subject only to easements and restrictions of record, taxes, zoning and land use ordinances, laws and regulations.

6.2.4 (b) A general assignment and assumption by Buyer of all Rental Agreements.

6.2.4 (c) A bill of sale with full title warranties from Seller to Buyer, conveying the personal property scheduled in the inventory of personal property attached as Exhibit "B".

6.2.4 (d) A closing statement showing the full purchase price, and amount by which the cash portion of the purchase price will have been completed as of the Closing Date in the following manner:

- A. Current real and property taxes and other assessments relating to the Property will be prorated as of the day of Closing.

- B. All utility charges will be prorated between the parties.
- C. Rents will be prorated for periods subsequent to Closing. No proration for delinquent rents (more than thirty (30) days).
- D. Contracts assumed by Buyer will be prorated between the parties through the day of Closing.
- E. Seller will pay for affixing documentary stamps to the deed to Buyer, and the cost of recording any corrective instruments, Buyer will be responsible for the cost to record the deed to the Property, stamps, intangible tax and recording fees on any note or mortgage document and all mortgage assumption fees.
- F. The title insurance premiums for the owner's policy standard coverage issued pursuant to the Title Commitment Policy will be paid by the Seller. The Buyer will pay any mortgage endorsements it may require.
- G. Adjustment of all security deposits and interest thereon.

6.2.4 (e) An assignment from Seller to Buyer of all assignable warranties, claims, guaranties if any on any improvements, fixtures, and personalty included in the Property that have not expired by lapse of time.

6.2.4 (f) A sworn affidavit of Seller, prepared against construction liens.

6.2.4 (g) A resolution of Seller's partners authorizing the sale and delivery of the deed and further authorizing an officer to execute all of the closing documents.

6.2.4 (h) Any such other documents as required to consummate this Agreement.

Article 7 - Brokerage

Buyer and Seller warrant to each other that they have no knowledge of any real estate broker or agent involved in this transaction or any commission due or to become due as a result thereof except for Century 21 Bill Nye Realty, Inc. and ReMax, Inc. Buyer and Seller will hold each other harmless from any claims from any other Brokers claiming through either of them. Seller shall pay all brokerage fees.

Article 8 - Conditions Precedent to Buyers Obligations to Close

8.1 Inspection Period: Buyer will submit to Seller within ten (10) days of the effective date of this Purchase and Sell Agreement a list of items needed for the due diligence

investigation and set forth on Schedule D. Buyer shall have sixty (60) days (the "Inspection Period") from the Buyer's acknowledgment of the receipt of the requested material in which to have such inspections of the Property performed as Buyer shall desire. Buyer acknowledges and agrees that the inspection period is sufficient time to make all inspections of the Property deemed necessary by Buyer prior to Closing. If Buyer determines that the condition of the Property is not acceptable to Buyer, Buyer may cancel this Agreement by written notice. If Buyer has not given notice to Seller canceling this Agreement on or before the last day of the inspection period, Buyer shall be deemed to have approved its inspections and waived its right to cancel this Agreement. In the event that Buyer provides written notice prior to expiration of the inspection period of its intent to cancel this Agreement, the Escrow Deposit shall be returned to Buyer, and Buyer and Seller shall be released of all further obligations under this Agreement.

8.2 45 Day Notice. Seller shall give to any qualified association of Arbor Oaks Mobile Home Park ("Association"), a forty-five (45) day notice or ten (10) day notice as required under Section 723.071 (1)(b), Florida Statutes, within three (3) business days from Escrow Agent's receipt of the Escrow Deposit. Seller shall not extend or enlarge the rights given to the Association by this notice. This Contract is contingent upon the Association not exercising its purchase rights pursuant to this notice, and if Association does so, either party may terminate this Agreement by giving written notice to the other. All deposits with accrued interest shall then be promptly refunded to Buyer.

Article 9 - Assignment

9.1 Right to Assign: Prior to expiration of the inspection period, the Buyer shall have the right to assign their rights under this Agreement to a Florida corporation or other legal entity, that assumes fully the Buyer's obligations hereunder.

Article 10 - Miscellaneous

10.1 Time of the Essence. Time is of the essence in this Agreement and each of its provisions.

10.2 Notices. Any notice or demand which must or maybe given under this Agreement or by law must be in writing and will be deemed to have been given when delivered in person by hand delivery with receipt obtained, or by facsimile to the parties at there respective fax numbers below, or by overnight delivery next day guaranteed, or by being place in United States Mail Certified Mail Return Receipt Requested, and in each event to the respective parties at the following addresses:

IF TO SELLER

KURT L. WALLACE Fax No: 561-567-8796
1717 24TH ST
VERO BEACH, FL. 32966

IF TO BUYER: Milton Mink Fax No: _____
5 Bragdon Drive
Rochester, NY 14618 and

GERALD D. ROSS, CPA Fax No: 716-381-5321
1598 Penfield Road
Rochester, NY 14625 and

Seymour Weinstein Fax No: 716-248-2256
Weinstein & Miller, LLP
2130 Five Mile Line Road
Penfield, NY 14526

IF TO THE REALTY AGENT: Century 21 Bill Nye Realty Fax No: 813-783-2724
4947 Coats Road
Zephyrhills, FL 33541 and

ReMax, Inc. Fax No: _____

10.3 Radon Gas. As provided by Florida law, the following disclosure is inserted in this Agreement: "RADON GAS: radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit".

10.4 Effective Date: Unless otherwise set forth herein, the Effective Date shall be the date this Agreement is executed by the last of the parties to so execute this Agreement.

10.5 Counterpart Execution: Facsimile: This Agreement may be executed in several counterparts each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement or any portion hereof, including the signature page of any party, shall be deemed an original for all purposes.

Article 11. Conditions Precedent to Sellers Obligation to Close

11.1 Sale Contingency: The Seller will not be required to close the sale of this part until or unless the sale and purchase of Palm Ridge Adult Village is closed contemporaneously with or

with or prior to the closing of this purchase of Arbor Oaks.

Article 12. Utility Company

12.1 Utility Company Assets Included: The operating certificates, personal property, and all other rights and properties of Arbor Oaks I, LLC and Arbor Oaks II, LLC, both Delaware limited liability companies, d/b/a Timberwood Utilities, and presently serving the Property with water and sewer services is included in the sale of the Property and shall be transferred and assigned to Buyer at time of closing and transfer.

12.2 Wastewater Treatment Plant and Water Plant: Seller and Buyer recognize that the transfer to Buyer of the permits and certificates ("Permits") permitting the operation of the waste water treatment plant and water plant ("Plants") at the Property requires the approval of the Florida Department of Environmental Protection ("DEP"), and the Florida Public Service Commission ("PSC"). Buyer shall be responsible for applying for the transfer of the Permits and shall apply for such approval as expeditiously as possible and shall diligently and in good faith prosecute such applications at its sole cost and expense. Seller agrees to cooperate with the Buyer regarding the application for the transfer of the Permits and to provide Buyer, at its sole cost and expense, all documents, information and material in its possession necessary for the DEP and PSC to consider the Buyer's application. Buyer shall pay all costs of such transfers. In the event the transaction contemplated herein closes before such approval is obtained, the Buyer shall operate the Plants pending the DEP and PSC approval of the transfer of the Permits and the PSC certificates respectively, at its sole cost and expense. In such case, the Buyer agrees to indemnify, defend and hold harmless Seller, its successors and assigns, from and against any and all claims, penalties, damages, liabilities, actions, causes of action, costs and expenses (including reasonable attorneys' fees), arising out of, as a result of or as a consequence of (i) the operation of the Plants after the Closing Date, including without limitation, any property damage or injuries to persons, including death, caused thereby, (ii) the failure of the Plants and the operation thereof to comply with all governmental statutes, rules, regulations and ordinances applicable thereto, and (iii) the failure of the Buyer to pay all costs and expenses incurred after Closing in the operation of the Plants. Provided, however, any such losses shall be limited to actual damages. Consequential, special and punitive damages are hereby excluded from this indemnification. Buyer shall maintain appropriate insurance with respect to its operation of the Plants and the Seller shall be included as an additional insured on all such policies until approval of the transfer of the Permits to Buyer. If a final decision refusing to transfer the Permits to the Buyer is rendered by the DEP and/or PSC, the Plants will continue to provide water and sewer services to residents of the Property as they presently do, and the Buyer and Seller shall enter into such agreements as they shall reasonably and mutually determine are necessary to provide water and sewer service to the tenants, with any net profits accruing to the Buyer.

The parties may, if desirable, enter into a 99 year lease at Closing at a rental of Ten Dollars (\$10.00) per year, with respect to the operation of the Plants, terminable upon acceptance of the transfer of the PSC certificates for the Plants to the Buyer.

Article 13 - Time for Acceptance

THIS AGREEMENT and the Buyer and Seller's obligations are contingent upon Sellers' acceptance within seven (7) days of the presentment of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below:

SELLER

ARBOR OAKS I, L.L.C.

By: _____

Dated: _____

BUYER

Milton Mink

**MILTON MINK, as Agent for a Florida
Limited Liability Company to be formed**

FIRST ADDENDUM TO CONTRACT

This First Addendum to Contract by and between Arbor Oaks I L.L.C., a Delaware limited liability company, and Arbor Oaks II L.L.C., a Delaware limited liability company, as tenants in common ("Seller") and Milton Mink, as agent for a Florida limited liability company to be formed ("Buyer").

RECITALS:

1. Contemporaneously with the execution of this First Addendum to Contract ("Addendum"), Buyer and Seller have entered into an Agreement ("Agreement") for the Purchase and Sale of Arbor Oaks Mobile Home Park, 36323 Arbor Oaks Drive, Zephyrhills, Florida 33541 ("Property").
2. Seller and Buyer enter into this Addendum to modify the Agreement, as set forth below, to reflect their further Agreements and understandings concerning the sale of the Property to Buyer.

Now therefore, for and in consideration of the sum of Ten Dollars (\$10.00) cash, in hand paid, and the mutual promises and covenants set forth herein, the receipt and sufficiency as hereby acknowledged, do hereby agree as follows:

1. Recitals - The recitals are restated as if set out at length and are incorporated herein by reference.
2. Construction - That in the event of a conflict between the terms of this Addendum and the terms of the Agreement, then the terms of this Addendum, as the latest expression of the parties' intent, shall at all times control.
3. Section 1.2.3, Fixtures and Personalty, etc. - Is amended to provide that the inventory of park owned homes may increase or decrease prior to closing.
4. Section 2.1, Purchase Price - Is modified to provide the following additional language:

"If Buyer is not accepted by mortgagee to assume the existing mortgage under the terms set forth in this Section 2.1 on or before November 1, 1999, either Seller or Buyer may rescind this Contract by written notice to the other party.
5. An unnumbered introductory paragraph at the beginning of Article 4 - Warranties and Representations is inserted to read as follows:

“Seller makes the following warranties and representations which are qualified to the extent that such warranties and representations are based upon the “actual knowledge” of Seller.

6. One unnumbered paragraph is added to the end of Article 4 which shall read as follows:

“Purchaser acknowledges that pursuant to this Agreement, it will have an opportunity to inspect the financial and physical condition of the Property and the legal status of the Property. Purchaser further acknowledges that Purchaser and its principals have substantial experience and expertise in the acquisition, ownership and operation of manufactured home communities similar to the Property, and that Purchaser, in purchasing the Property, is relying upon its own expertise.”

7. Section 6.1, Closing Date - Is modified to provide that the closing of this transaction will take place on or before December 1, 1999 at the Sarasota, Florida offices of the Lutz, Webb & Bobo, P.A., title agent, or by overnight mail, or at such other place as mutually agreed to by the parties.

8. Section 6.2.4, Seller's Documents:

Section 6.2.4(a) is amended to provide that the General Warranty Deed shall also be subject to the mortgage being assumed.

9. Section 8.1, Inspection Period - Is modified as follows:

“Section 8.1, Inspection Period - The Inspection Period shall expire on November 1, 1999 at 5:00 p.m. E.S.T. Seller will submit to Buyer the Property information set forth on Exhibit E within 5 days from the full execution of the First Addendum to Contract.

10. Section 10.2, Notices - Is modified to provide that copies of all notices sent to Seller shall also be sent to the following:

Richard S. Webb, IV, Esquire
2 N. Tamiami Trail, Suite 500
Sarasota, Florida 34236
Phone: 941-951-1800
Fax: 941-366-1603

11. Section 10.4, Effective Date - Is modified to provide that the Effective Date is September 1, 1999.

12. A new Section 10.6, Like Kind Exchange (Section 1031, IRC) - Is added which shall read as follows:

“Seller and Buyer each may desire to effectuate a like kind exchange of property in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, including a deferred exchange under Section 1031(k). Seller and Buyer each agree to assist the other in qualifying for the non-recognition of gain on the acquisition or conveyance contemplated herein pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. Seller and Buyer may assign their interest in this Agreement to effectuate a tax free exchange as aforesaid, and in such event, it shall promptly so notify the other party. The other party shall not be required to incur any liabilities in connection with such exchange nor shall such other party be required to take title to any other property in connection with such exchange. Seller or Buyer, as the case may be, shall pay any additional transfer taxes, recording fees and similar closing costs incurred as a result of its tax free exchange.”

13. Section 11.1, Sale Contingency - Is modified to provide as follows:

- a. This contract is made simultaneously with a separate contract offer by Buyer to Seller for the purchase of Palm Ridge Adult Village, a mobile home community located in Leesburg, Florida, and both properties are to be acquired by Buyer. The Seller will not be required to close the sale of this part until or unless the sale and purchase of Palm Ridge Adult Village is closed contemporaneously with or prior to the closing of this purchase of the Property.

14. Section 12.1, Utility Company Assets Included - Is modified to read as follows:

“The certificates, personal property, and all other rights and properties of Arbor Oaks I, LLC and Arbor Oaks II, LLC, both Delaware limited liability companies, d/b/a Timberwood Utilities, and presently serving the Property with water and sewer services that is included in the sale of the Property shall be transferred and assigned to Buyer in its “as is” condition.”

15. Except as expressly modified herein, Seller and Buyer hereby ratify and confirm the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to Purchase and Sale Agreement effective as of September 1, 1999.

"SELLER"

ARBOR OAKS I, L.L.C.,
a Delaware Limited Liability company

By: [Signature]
Kurt Wallach, its manager and sole member

ARBOR OAKS II, L.L.C.,
a Delaware Limited Liability company

By: [Signature]
Marilyn Wallach, its manager and sole member

"BUYER"

MILTON MINK, as Agent for a Florida
Limited Liability company to be formed

By: [Signature]
Milton Mink

1 W WALLACH PAPER COMPANY 8-10-99

EXHIBIT "E"

PROPERTY INFORMATION

Seller shall furnish the following Property Information to the extent it is in Seller's possession, within five (5) days after the Effective Date.

1. A legal description of the real property to be included in the transaction.
2. Any existing surveys of the Property.
3. Any title policies pertaining to the Property.
4. Current rent roll, including a schedule of all tenant deposits and fees, all rental agreements, leases, services contracts, titles, decal numbers (if Property owned units) and all other written contracts or agreements which affect the Property.
5. Unaudited internal operating and financial statements of the Property for the last 24 calendar months prior to the Contract Date and the supporting books and records of the Property relating thereto. These statements are part of the business records of Seller kept in the ordinary course of business, but Seller makes no representation or warranty as to the completeness or accuracy of said records.
6. Copies of all contracts pertaining to cable television and Property maintenance.
7. 1999 ad valorem tax bills.
8. Copies of all permits and licenses required for the operation of the Property in Seller's possession.
9. All tenant rental agreements.
10. Copy of current prospectus for the Property.
11. Representative copies of notices sent to tenants with changes to rent or other charges made by Seller within the last two years.

SECOND ADDENDUM TO CONTRACT

This Second Addendum to Contract by and between Arbor Oaks I L.L.C., a Delaware limited liability company, and Arbor Oaks II L.L.C., a Delaware limited liability company, ("Seller") and Milton Mink, as agent for a Florida limited liability company to be formed ("Buyer").

RECITALS:

1. Seller and Buyer entered into a Contract and First Addendum to Contract ("Addendum") for the Purchase and Sale of Arbor Oaks Mobile Home Park, 36323 Arbor Oaks Drive, Zephyrhills, Florida 33541 ("Property"), on or about September 10, 1999.
2. Seller and Buyer enter into this Second Addendum to modify the Agreement and First Addendum as set forth below, to reflect their further Agreements and understandings concerning the sale of the Property to Buyer.

Now therefore, for and in consideration of the sum of Ten Dollars (\$10.00) cash, in hand paid, and the mutual promises and covenants set forth herein, the receipt and sufficiency as hereby acknowledged, do hereby agree as follows:

1. Recitals - The recitals are restated as if set out at length and are incorporated herein by reference.
2. Construction - That in the event of a conflict between the terms of this Second Addendum and the terms of the Agreement and First Addendum, then the terms of this Second Addendum, as the latest expression of the parties' intent, shall at all times control.
3. Section 2.1, Purchase Price - Is modified to provide that the purchase price will be Four Million Fifty Thousand Dollars (\$4,050,000.00), payable in cash or certified funds as of the date of closing, which total price shall be paid in part by the assumption of the present mortgage on the subject Property. The purchase price will be allocated among the assets being purchased and sold pursuant to an allocation schedule to be agreed upon between parties.

Buyer shall file the necessary application for the assumption of the mortgage immediately, and shall diligently pursue approval for the assumption of the existing mortgage. All costs and charges including, without limitation, any Mortgagee costs and charges for the assumption of the mortgage shall be paid by Buyer. If approval is not obtained from Mortgagee to assume the existing mortgage under the terms set forth in this Section 2.1 within thirty (30) days of the date of this Addendum, either Seller or Buyer may rescind this Agreement by

written notice to the other party.

Buyer shall use its best efforts to obtain the release of the principals of Seller from any existing personal guarantees or indemnity agreements in connection with the existing mortgage. In the event Seller cannot be released from such guarantees or indemnity agreements, then Buyer will defend, indemnify and hold Seller harmless from all losses, costs or expenses incurred with respect to the assumed Note and Mortgage subsequent to the date of closing. This indemnity shall survive closing.

4. Section 2.2 - Modified as follows:

Buyer has deposited Twenty-Five Thousand Dollars (\$25,000.00) with the escrow agent. Buyer has also deposited Twenty-Five Thousand Dollars (\$25,000.00) with escrow agent for the purchase of Palm Ridge Adult Village, under a separate agreement for the purchase and sale of said Palm Ridge Adult Village Mobile Home Park. Buyer and Seller hereby release each other from the Agreement for the purchase and sale of said Palm Ridge Adult Village Mobile Home Park located at 1806 Timber Ridge Circle, Leesberg, Florida and its First Addendum, which Agreement and First Addendum were simultaneously executed with the Agreement and First Addendum for the purchase of Arbor Oaks Properties. It is agreed between Buyer and Seller that the Twenty-Five Thousand Dollars (\$25,000.00) held by the escrow agent for the purchase of the Palm Ridge Adult Village Mobile Home Park will be released by the escrow agent from escrow and applied as an additional deposit for the purchase of Arbor Oaks for the Arbor Oaks Properties. The total of Fifty Thousand Dollars (\$50,000.00) in the escrow deposit will then be credited to Buyer and paid to Seller at closing, subject to the terms of the Agreement and First Addendum and Second Addendum for the purchase of the Arbor Oaks Properties.

Upon Buyer obtaining approval for the Mortgage Assumption, Buyer will immediately deposit an additional sum of Fifty Thousand Dollars (\$50,000.00) with the escrow agent, which additional deposit shall be deemed part of the escrow deposit.

5. Section 5.1, Default by Buyer - Is modified to provide that if Buyer obtains the mortgage approval for the assumption of the existing mortgage, that closing shall then take place as set forth in paragraph 6.1 as modified below. In the event that Buyer then fails to close the transaction in accordance with paragraph 6.1, and Seller is not in material breach of its obligation to close hereunder, the escrow deposit shall be retained by the Seller as Seller's sole and exclusive remedy, at law and in equity, for Buyer's breach.

6. Section 6.1, Closing Date - Is modified to provide that closing shall take place within 45 days of the execution of this Second Addendum, providing Buyer has

obtained approval from the lending institution for the assumption of the mortgage on this Property. If approval for the assumption of the mortgage has been obtained, and Buyer requires additional time in which to satisfy lender's requirements for closing, Buyer may obtain an additional extension of 30 days in which to close this transaction and take transfer of title to the Property.

If mortgage approval has not be obtained within said 30 days from the date of the execution of this Agreement, either party may terminate this Agreement and its Addendums and escrow agent shall return to Buyer the escrow deposit in accordance with paragraph 2.4.

7. Section 8.1, Inspection Period - Is modified to state that Buyer has completed its investigation and waives its right to cancel as set forth in Section 8.1.
8. Section 11.1, Sale Contingency - Is hereby removed from this Agreement. Buyer and Seller simultaneously release each other from the Agreement for the purchase and sale of Palm Ridge Adult Village Mobile Home Park, effective upon the execution of this Second Addendum.
9. Except as expressly modified herein, Seller and Buyer hereby ratify and confirm the Agreement and its First Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum to the Purchase and Sale Agreement and First Addendum to the Purchase and Sale Agreement, as of

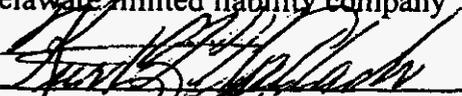
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JANUARY 3, 2000 

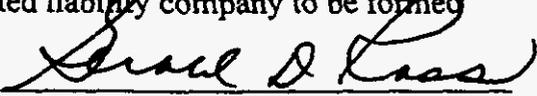
"SELLER"

"BUYER"

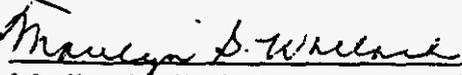
ARBOR OAKS I L.L.C.
a Delaware limited liability company

MILTON MINK, as Agent for a Florida
limited liability company to be formed

By: 
Kurt Wallach, its manager and sole member

By: 
Milton Mink, by Gerald E. Ross, agent

ARBOR OAKS II L.L.C.
a Delaware limited liability company

By: 
Marilyn Wallach, its manager and sole member

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT C

STATEMENT REGARDING OUTSTANDING REGULATORY ASSESSMENT FEES

All regulatory assessment fees through December 31, 1999 which were the obligation of Timberwood Utilities (Arbor Oaks I, LLC and Arbor Oaks II, LLC, both Delaware Limited Liability Companies d/b/a) have been paid to the Florida Public Service Commission.

Timberwood Utilities is responsible for all regulatory assessment fees billed after December 31, 1999. It is Timberwood Utilities' intent to pay the regulatory assessment fees associated with all the water and wastewater revenue collected from January 1, 2000 to December 31, 2000 by or before March 31, 2001 as required by the Rules of the Florida Public Service Commission.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT D

STATEMENT DESCRIBING THE FINANCING OF THE PURCHASE

Timberwood Utilities' assets, personal property and other rights are being purchased in conjunction with the Arbor Oaks Mobile Home Park. The capital is being provided by both Mink Associates I, LLC, a Florida Limited Liability Company, and the assumption of an existing mortgage from LaSalle National Bank. Assuming the assumption of the existing mortgage the overall purchase price has been financed with over 45% equity capital (LLC member contributions /overall purchase price = \$1,900,000/\$4,050,000). The existing mortgage from the LaSalle National Bank was assumed at closing in the amount of \$2,306,490 which completed the total financing necessary to purchase the Arbor Oaks Mobile Home Park.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT E

LIST OF ALL ENTITIES PROVIDING FUNDING TO BUYER

There were two groups which provided the total financing necessary to consummate the purchase of the Arbor Oaks Mobile Home Park (Park) and the water and wastewater utility systems which serve its residents. Mink Associates I, LLC, a Florida Limited Liability Company provided \$1,900,000 in member (equity) capital and the LaSalle National Bank allowed its existing mortgage loan in the amount of \$2,306,490 to be assumed as part of the overall transaction for the purchase of the Park.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT F

NET BOOK VALUE/RATE BASE

Attached hereto is a schedule which sets forth the original cost for the water and wastewater assets which are providing service to the utility's customers. Furthermore, the schedule includes accumulated depreciation on those water and wastewater assets based on depreciation lives utilized by the Public Service Commission staff in the previous transfer of Timberwood Utilities Water and Wastewater Certificates, which resulted in Order No. PSC-98-1308-FOF-WS, issued October 15, 1998. In addition, the schedule reflects certain amounts which have been accounted for as contributions in aid of construction (CIAC). Finally, the schedule reflects accumulated amortization of CIAC based on the depreciation lives of the related utility asset. As of February 29, 2000, the utility assets had a net invested book value of \$5,143 for the water assets and \$60,944 for the wastewater assets for a combined total of \$66,087.

TIMBERWOODS UTILITIES (ARBOR OAKS I, LLC & ARBOR OAKS II, LLC D/B/A)
WATER PLANT-IN-SERVICE AND CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION SCHEDULES

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)
LINE NO.	NARUC A/C#	DESCRIPTION	SERVICE YEAR	BALANCE AT TRANSFER	LIFE	REVISED LIFE AFTER RATE CASE	BALANCE AT 1/31/98 PER TRANSFER AUDIT	REMOVE ONE MONTH DEPREC.	ACCUM. DEPREC. AT 12/31/97 USING PSC	ANNUAL DEPREC. EXPENSE	ACCUM. DEPREC. AT 12/31/98	ANNUAL DEPREC. EXPENSE	ACCUM. DEPREC. AT 12/31/99	TWO MONTHS DEPREC. EXPENSE	ACCUM. DEPREC. AT 2/29/00	RESTATE ACCUM. DEPREC. BALANCES 2/29/00
1	WATER PLANT-IN-SERVICE															
2	301	ORGANIZATION COSTS	1987	5,007.00	25	3.17%	1,838.51	(13.23)	1,825.28	158.72	1,984.00	158.72	2,142.72	26.45	2,169.17	2,169.17
3	304	STRUCTURES & IMPROV.	1987	263.00	28	3.57%	100.32	(0.78)	99.54	9.39	108.93	9.39	118.32	1.57	119.89	119.89
4	331	TRANS. & DISTR. (CIAC)	1987	53,583.00	38	2.63%	15,160.00	(117.51)	15,042.49	1,410.08	16,452.57	1,410.08	17,862.65	235.01	18,097.66	18,097.66
5	334	METERS & INSTALLATIONS	1990	600.00	17	5.88%	288.00	(2.94)	285.06	35.29	320.35	35.29	355.64	5.88	361.52	
6	334	METERS & INSTALLATIONS	1991	1,069.00	17	5.88%	445.00	(5.24)	439.76	62.88	502.64	62.88	565.52	10.48	576.00	937.52
7	340	OFFICE FURNITURE	1987	1,248.00	15	6.67%	963.27	(6.93)	956.34	83.20	1,039.54	83.20	1,122.74	13.87	1,136.61	
8	340	MOBILE TELEPHONE	1992	49.70	15	6.67%	18.50	(0.28)	18.22	3.31	21.53	3.31	24.84	0.55	25.39	
9	340	RETIRED CELL PHONE	1998	(49.70)	15	6.67%	(49.70)		(49.70)		(49.70)		(49.70)		(49.70)	
10	340	COPIER	1991	318.25	15	6.67%	139.68	(1.77)	137.91	21.22	159.13	21.22	180.35	3.54	183.89	
11	340	PRINTER	1992	162.09	15	6.67%	60.33	(0.90)	59.43	10.81	70.24	10.81	81.05	1.80	82.85	
12	340	FAX MACHINE	1992	116.80	15	6.67%	43.48	(0.65)	42.83	7.79	50.62	7.79	58.41	1.30	59.71	
13	340	CHAIRS	1992	379.48	15	6.67%	141.25	(2.11)	139.14	25.30	164.44	25.30	189.74	4.22	193.96	
14	340	RET. 5 OUT OF 6 CHAIRS	1998	(316.23)	15	6.67%	(316.23)		(316.23)		(316.23)		(316.23)		(316.23)	
15	340	CHAIRS	1992	379.60	15	6.67%	141.30	(2.11)	139.19	25.31	164.50	25.31	189.81	4.22	194.03	
16	340	CHAIRS	1992	379.60	15	6.67%	141.30	(2.11)	139.19	25.31	164.50	25.31	189.81	4.22	194.03	
17	340	COMPUTER	1992	873.21	15	6.67%	325.03	(4.85)	320.18	58.21	378.39	58.21	436.60	9.70	446.30	
18	340	TELEPHONE	1992	83.04	15	6.67%	30.91	(0.46)	30.45	5.54	35.99	5.54	41.53	0.92	42.45	
19	340	RETIRED 2 TELEPHONES	1998	(83.04)			(83.04)		(83.04)		(83.04)		(83.04)		(83.04)	2,110.25
20		TOTAL		<u>64,062.80</u>			<u>19,387.91</u>	<u>(161.87)</u>	<u>19,226.04</u>	<u>1,942.36</u>	<u>21,168.40</u>	<u>1,942.36</u>	<u>23,110.76</u>	<u>323.73</u>	<u>23,434.49</u>	<u>23,434.49</u>
21																
22	WATER CIAC SCHEDULES															
23	271	TRANS. & DISTR.-CIAC	1987	(53,583.00)	38	2.63%	(15,160.00)	117.51	(15,042.49)	(1,410.08)	(16,452.57)	(1,410.08)	(17,862.65)	(235.01)	(18,097.66)	(18,097.66)
24		TOTAL WATER CIAC		<u>(53,583.00)</u>			<u>(15,160.00)</u>	<u>117.51</u>	<u>(15,042.49)</u>	<u>(1,410.08)</u>	<u>(16,452.57)</u>	<u>(1,410.08)</u>	<u>(17,862.65)</u>	<u>(235.01)</u>	<u>(18,097.66)</u>	<u>(18,097.66)</u>

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TIMBERWOODS UTILITIES (ARBOR OAKS I, LLC & ARBOR OAKS II, LLC D/B/A)
WASTEWATER PLANT-IN-SERVICE AND CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION SCHEDULES

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)
LINE NO.	NARUC A/C#	DESCRIPTION	SERVICE YEAR	BALANCE AT TRANSFER	LIFE	REVISED RATE CASE	BALANCE PER PER TRANSFER AUDIT	REMOVE ONE MONTH DEPREC.	ACCUM. DEPREC. AT 12/31/97	ANNUAL DEPREC. EXPENSE	ACCUM. DEPREC. AT 12/31/98	ANNUAL DEPREC. EXPENSE	ACCUM. DEPREC. AT 12/31/99	TWO MONTHS DEPREC. EXPENSE	ACCUM. DEPREC. AT 2/29/00	RESTATE ACCUM. DEPREC. BALANCES 2/29/00
1 WASTEWATER PLANT-IN-SERVICE																
2	353	LAND	1990	10,152.00	N/A											
3	354	STRUCTURES & IMPROV.	1987	81,228.00	27	3.70%	32,340.52	(250.70)	32,089.82	3,008.44	35,098.26	3,008.44	38,106.70	501.41	38,608.11	38,608.11
4	361	GRAVITY SEWERS (CIAC)	1987	89,699.00	32	3.13%	30,129.84	(233.59)	29,896.25	2,803.09	32,699.34	2,803.09	35,502.43	467.18	35,969.61	35,969.61
5	363	SERVICES (CIAC)	1987	5,466.00	28	2.86%	1,818.35	(16.27)	1,802.08	195.21	1,997.29	195.21	2,192.50	32.54	2,225.04	2,225.04
6	381	PLANT SEWERS	1987	2,904.00	30	3.33%	1,040.73	(8.07)	1,032.66	96.80	1,129.46	96.80	1,226.26	16.13	1,242.39	1,242.39
7	380	TREATMENT & DISPOSAL	1987	6,716.00	15	6.67%	4,812.76	(37.31)	4,775.45	447.73	5,223.18	447.73	5,670.91	74.62	5,745.53	
8	380	TRTMNT & DISP. EQUIP,	1991	426.00	15	6.67%	172.77	(2.37)	170.40	28.40	198.80	28.40	227.20	4.73	231.93	
9	380	REMOVE NO SUPPORT	1998	(426.00)	15	6.67%	(172.77)	2.37	(170.40)	(28.40)	(198.80)	(28.40)	(227.20)	(4.73)	(231.93)	
10	380	2 HORSEPOWER MOTOR	1991	295.39	15	6.67%	109.95	(1.64)	108.31	19.69	128.00	19.69	147.69	3.28	150.97	
11	380	REBUILT BLOWER	1991	982.52	15	6.67%	365.72	(5.46)	360.26	65.50	425.76	65.50	491.26	10.92	502.18	
12	380	CLARIFIER	1991	400.00	15	6.67%	148.89	(2.22)	146.67	26.67	173.34	26.67	200.01	4.45	204.46	
13	380	CL2 CONTACT CHAMBER	1997	4,000.00	15	6.67%	155.56	(22.22)	133.34	266.67	400.01	266.67	666.68	44.45	711.13	7,314.27
14	390	OFFICE FURNITURE	1987	1,248.00	15	6.67%	963.27	(6.93)	956.34	83.20	1,039.54	83.20	1,122.74	13.87	1,136.61	
15	390	MOBILE TELEPHONE	1992	49.70	15	6.67%	18.50	(0.28)	18.22	3.31	21.53	3.31	24.84	0.55	25.39	
16	390	RETIRED CELL PHONE	1998	(49.70)	15	6.67%	(49.70)		(49.70)		(49.70)		(49.70)		(49.70)	
17	390	COPIER	1991	318.25	15	6.67%	139.68	(1.77)	137.91	21.22	159.13	21.22	180.35	3.54	183.89	
18	390	PRINTER	1992	162.09	15	6.67%	60.33	(0.90)	59.43	10.81	70.24	10.81	81.05	1.80	82.85	
19	390	FAX MACHINE	1992	116.80	15	6.67%	43.48	(0.65)	42.83	7.79	50.62	7.79	58.41	1.30	59.71	
20	390	CHAIRS	1992	379.48	15	6.67%	141.25	(2.11)	139.14	25.30	164.44	25.30	189.74	4.22	193.96	
21	390	RET. 5 OUT OF 6 CHAIRS	1998	(316.23)	15	6.67%	(316.23)		(316.23)		(316.23)		(316.23)		(316.23)	
22	390	CHAIRS	1992	379.60	15	6.67%	141.30	(2.11)	139.19	25.31	164.50	25.31	189.81	4.22	194.03	
23	390	CHAIRS	1992	379.60	15	6.67%	141.30	(2.11)	139.19	25.31	164.50	25.31	189.81	4.22	194.03	
24	390	COMPUTER	1992	873.21	15	6.67%	325.03	(4.85)	320.18	58.21	378.39	58.21	436.60	9.70	446.30	
25	390	TELEPHONE	1992	83.04	15	6.67%	30.91	(0.46)	30.45	5.54	35.99	5.54	41.53	0.92	42.45	
26	390	RETIRED 2 TELEPHONES	1998	(83.04)			(83.04)		(83.04)		(83.04)		(83.04)		(83.04)	2,110.25
27		TOTAL		<u>205,383.71</u>			<u>72,478.40</u>	<u>(599.65)</u>	<u>71,878.75</u>	<u>7,195.80</u>	<u>79,074.55</u>	<u>7,195.80</u>	<u>86,270.35</u>	<u>1,199.32</u>	<u>87,469.67</u>	<u>87,469.67</u>
28																
29 WASTEWATER CIAC SCHEDULES																
30	271	GRAVITY SEWERS-CIAC	1987	(89,699.00)	32	3.13%	(30,129.84)	233.59	(29,896.25)	(2,803.09)	(32,699.34)	(2,803.09)	(35,502.43)	(467.18)	(35,969.61)	(35,969.61)
31	271	SERVICES-CIAC	1987	(5,466.00)	28	2.86%	(1,818.35)	16.27	(1,802.08)	(195.21)	(1,997.29)	(195.21)	(2,192.50)	(32.54)	(2,225.04)	(2,225.04)
32		TOTAL WASTEWATER CIAC		<u>(95,165.00)</u>			<u>(31,948.19)</u>	<u>249.86</u>	<u>(31,698.33)</u>	<u>(2,998.30)</u>	<u>(34,696.63)</u>	<u>(2,998.30)</u>	<u>(37,694.93)</u>	<u>(499.72)</u>	<u>(38,194.65)</u>	<u>(38,194.65)</u>

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**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT G

STATEMENT REGARDING ACQUISITION ADJUSTMENT

Even though Mink Associates I, LLC may allocate a portion of the overall purchase price for the utility assets which exceeds the actual net invested book value for the real estate, tangible and intangible water and wastewater utility assets, any difference between the combined net invested book value of the water and wastewater assets of \$66,087, as of February 29, 2000, as set forth on the Statement of Net Book Value, and the purchase price will not be sought as an acquisition adjustment for rate base purposes.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT H

**STATEMENT THAT BUYER WILL OBTAIN FEDERAL INCOME TAX RETURNS OF
SELLER FROM DATE THE UTILITY WAS FIRST ESTABLISHED**

The Buyer is attempting to obtain copies of the federal income tax returns of the seller for the years 1998 and 1999. The previous owner originally purchased Timberwood Utilities in 1998. Therefore, only two years of tax returns are available for the former owner.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT I

STATEMENT OF CONDITION AND COMPLIANCE

I, Gerald D. Ross, Manager of Mink Associates I, LLC, a Florida Limited Liability Company, do hereby state that Timberwood Utilities appears to be in satisfactory condition and, to the best of my knowledge, is in compliance with all applicable standards set by the Department of Environmental Protection (DEP).



Gerald D. Ross
Manager

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT J

PART III. A
NOTICE OF ACTUAL APPLICATION
TO BE FILED AS A LATE FILED EXHIBIT

Affidavit that notice of actual application was given by regular mail in accordance with Section 367.045(1)(a), Florida Statutes and Rule 35-30.030, Florida Administrative Code, to all required governmental agencies, appropriate certificated utilities and requisite state officials.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT K

**PART III. B
NOTICE OF ACTUAL APPLICATION**

TO BE FILED AS A LATE FILED EXHIBIT

Affidavit that 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 on the system being transferred.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT L

**PART III. C
NOTICE OF ACTUAL APPLICATION
TO BE FILED AS A LATE FILED EXHIBIT**

Affidavit that a 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.

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT M

**PART V. A
EVIDENCE OF OWNERSHIP**

SEE ATTACHED DEED FOR REAL ESTATE

This instrument prepared by:
Richard S. Webb, IV, Esquire
Lutz, Webb & Bobo, P.A.
One Sarasota Tower, Suite 500
2 North Tamiami Trail
Sarasota, Florida 34236
Telephone: (941) 951-1800

WARRANTY DEED

THIS INDENTURE, made this 21 day of March, 2000, BETWEEN ARBOR OAKS I, L.L.C., a Delaware limited liability company, as to an undivided fifty percent interest and ARBOR OAKS II, L.L.C., a Delaware limited liability company, as to an undivided fifty percent interest, as Tenants in Common, whose post office address is The Kurtell Building, 1717 20th Street, Suite 105, Vero Beach, Florida 32960, Grantor(s) and MINK ASSOCIATES I, LLC, a Florida limited liability company, whose post office address is c/o Gerald D. Ross, CPA, 1598 Penfield Road, Rochester, New York 14526, Grantee(s),

WITNESSETH, that said Grantor(s), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations to said Grantor(s) in hand paid by said Grantee(s), the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee(s), and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida, to-wit:

Tracts 22, 27, 28, 37 and 38, of ZEPHYRHILLS COLONY COMPANY LANDS, Section 9, Township 26 South, Range 21 East, according to map or plat thereof as recorded in Plat Book 1, page 55, of the public records of Pasco County, Florida.

Parcel I.D. No. 09-26-21-0010-02200-0000

This conveyance is made and accepted subject to taxes for the current year and subsequent years, zoning and other applicable governmental statutes, ordinances, rules and regulations pertaining to the use or operation of the Property, covenants and easements, restrictions and reservations of record, if any, none of which shall be reimposed hereby.

Grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have caused this these presents to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

ARBOR OAKS I, L.L.C., a Delaware limited liability company

By: Marilyn G. Wallach
Marilyn G. Wallach, as authorized agent

Thomas Bartolucci
Print name Thomas Bartolucci

Betty Roddenberry
Print name Betty Roddenberry

ARBOR OAKS II, L.L.C., a Delaware limited liability company

By: Marilyn G. Wallach
Marilyn G. Wallach, as its Sole Member

Thomas Bartolucci
Print name Thomas Bartolucci

Betty Roddenberry
Print name Betty Roddenberry

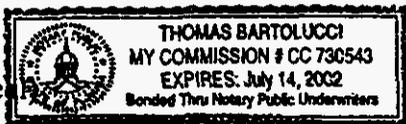
STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 13th day of March, 2000, by Marilyn G. Wallach, as authorized agent for Arbor Oaks I, L.L.C., a Delaware limited liability company and Marilyn G. Wallach, as Sole Member of Arbor Oaks II, L.L.C., a Delaware limited liability company

who are personally known to me,
 who has produced _____ as identification

and who did take an oath, and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed on behalf of the company.

(Notary Seal)



Thomas Bartolucci
NOTARY PUBLIC
Print Thomas Bartolucci
State of Florida at Large (Seal)
My Commission Expires:

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT N

PART V. B
ORIGINAL AND TWO COPIES OF WATER AND WASTEWATER TARIFF SHEETS

PROVIDED UNDER SEPARATE COVER

**APPLICATION FOR TRANSFER OF WATER CERTIFICATE
NO. 524-W AND WASTEWATER CERTIFICATE NO. 459-S
TIMBERWOOD UTILITIES**

EXHIBIT O

PART V, C
THE UTILITY'S CURRENT WATER AND WASTEWATER CERTIFICATES

SEE ATTACHED COPIES

ORIGINALS PROVIDED UNDER SEPARATE COVER

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

524 - W

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

TIMBERWOOD UTILITIES
(Arbor Oaks I, LLC and Arbor Oaks II, LLC, both Delaware Limited Liability Companies d/b/a)

Whose principal address is:

The Kurtrell Building
1717 20th Street, Suite 105
Vero Beach, FL 32960 (Pasco 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	22302	DOCKET	891010-WU
ORDER	24638	DOCKET	910097-WS
ORDER	25211	DOCKET	910968-WS
ORDER	PSC-98-1388-FOF-WS	DOCKET	971456-WS

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION


Blanca S. Bayo
Director
Division of Records and Reporting

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

459 - S

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

TIMBERWOOD UTILITIES
(Arbor Oaks I, LLC and Arbor Oaks II, LLC, both Delaware Limited Liability Companies d/b/a)

Whose principal address is:

The Kurtrell Building
1717 20th Street, Suite 105
Vero Beach, FL 32960 (Pasco 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	22392	DOCKET	881003-SU
ORDER	24638	DOCKET	910097-WS
ORDER	25211	DOCKET	910968-WS
ORDER	PSC-98-1388-FOF-WS	DOCKET.	971456-WS

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



Director
Division of Records and Reporting

60151325

TIMBERWOOD UTILITIES

WATER TARIFF

Certificate No. 524 -W

September, 2000

REGULATORY CONSULTANTS, INC.
401 Interstate Blvd.
Sarasota, Florida 34240
(941) 371-8499

WATER TARIFF

TIMBERWOOD UTILITIES
NAME OF COMPANY

FILED WITH

Florida Public Service Commission

WATER TARIFF

TIMBERWOOD UTILITIES
NAME OF COMPANY

36323 Arbor Oaks Drive
Zephyrhills, Florida 33541
(ADDRESS OF COMPANY)

813-788-1356 / 813-782-4150
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

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Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 524-W

COUNTY - Pasco

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
22302	12/12/89	891010-WU	Original
24638	06/07/91	910097-WS	Transfer
25211	10/14/91	910968-WS	Name Change
PSC-98-1388-FOF-WS	10/15/98	971456-WS	Transfer

(Continued to Sheet No. 3.1)

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

SERVICE TERRITORY DESCRIPTION (ARBOR OAKS MOBILE HOME PARK)

Township 26 South, Range 21 East

In Section 09

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$
and the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$.

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedules(s)</u> <u>Available</u>	<u>Sheet No.</u>
Pasco	Arbor Oaks MHP	GS, RS	12.0 - 13.0

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is Timberwood Utilities.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.

(Continued to Sheet No. 5.1)

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

(Continued from Sheet No. 5.0)

- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills.....	10.0	22.0
Adjustment of Bills for Meter Error.....	10.0	23.0
All Water Through Meter.....	10.0	21.0
Application.....	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation.....	8.0	11.0
Continuity of Service.....	8.0	9.0
Customer Billing.....	9.0	16.0
Delinquent Bills.....	7.0	8.0
Extensions.....	7.0	6.0
Filing of Contracts.....	10.0	25.0
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Meter Accuracy Requirements.....	10.0	24.0
Meters.....	10.0	20.0
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(Continued to Sheet No. 6.1)

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet</u> <u>Number:</u>	<u>Rule</u> <u>Number:</u>
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Termination of Service.....	9.0	17.0
Type and Maintenance.....	7.0	7.0
Unauthorized Connections-Water.....	10.0	19.0

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued to Sheet No. 8.0)

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued to Sheet No. 9.0)

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

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

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

(Continued to Sheet No. 10.0)

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

(Continued from Sheet No. 9.0)

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

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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General Service, GS.....	12.0
Meter Test Deposit.....	15.0
Miscellaneous Service Charges.....	16.0
Residential Service, RS.....	13.0
Service Availability Fees and Charges.....	17.0

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

<u>RATE</u>	-	<u>Meter Size</u>	<u>Base Facility Charge</u>
		5/8" x 3/4"	\$ 3.13
		1"	\$ 4.68
		1/2"	\$ 7.81
		2"	\$ 15.61
		3"	\$ 24.98
		4"	\$ 49.94
		6"	\$ 78.04
		8"	\$ 156.07

GALLONAGE CHARGE PER 1,000 G \$ 2.34

- MINIMUM CHARGE - Applicable Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Application for Transfer of Certificate

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 3.13
	1"	\$ 4.68
	1/2"	\$ 7.81
	2"	\$ 15.61
	3"	\$ 24.98
	4"	\$ 49.94
	6"	\$ 78.04
8"	\$ 156.07	

GALLONAGE CHARGE PER 1,000 G \$ 2.34

MINIMUM CHARGE - Applicable Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - Application for Transfer of Certificate

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

HELD FOR FUTURE USE

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Application for Transfer of Certificate

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING - Application for Transfer of Certificate

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Refer to Service Availability Policy</u>	<u>Amount</u>	<u>Sheet No./Rule No</u>
<u>Back-Flow Preventor Installation Fee</u>			
5/8" x 3/4"	\$		
1"	\$		
1 1/2"	\$		
2"	\$		
Over 2"	\$		
<u>Customer Connection (Tap-in) Charge</u>			
5/8" x 3/4" metered service.....	\$		
1" metered service.....	\$		
1 1/2" metered service.....	\$		
2" metered service.....	\$		
Over 2" metered service.....	\$		
<u>Guaranteed Revenue Charge</u>			
With Prepayment of Service Availability Charges:			
Residential-per ERC/month	\$		
All others-per gallon/month.....	\$		
Without Prepayment of Service Availability Charges:			
Residential-per ERC/month	\$		
All others-per gallon/month.....	\$		
<u>Inspection Fee</u>	\$	Actual Cost	
<u>Main Extension Charge</u>			
Residential-per ERC	\$		
All others-per gallon.....	\$		
or			
Residential-per lot (100 foot frontage).....	\$		
All others-per front foot.....	\$		
<u>Meter Installation Fee</u>			
5/8" x 3/4"	\$	100.00	24.0
1"	\$		
1 1/2"	\$		
2"	\$		
Over 2"	\$		
<u>Plan Review Charge</u>	\$	Actual Cost	
<u>Plant Capacity Charge</u>			
Residential-per ERC (225 GPD).....	\$		
All others-per gallon.....	\$		
<u>System Capacity Charge</u>			
Residential-per ERC (225 GPD).....	\$		
All others-per gallon.....	\$		

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

EFFECTIVE DATE -

TYPE OF FILING - Application for Transfer of Certificate

Gerald D. Ross
 ISSUING OFFICER

Manager
 TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
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APPLICATION FOR WATER SERVICE.....	20.0
COPY OF CUSTOMER'S BILL.....	22.0
HELD FOR FUTURE USE	19.0

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

HELD FOR FUTURE USE

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

APPLICATION FOR WATER SERVICE

TIMBERWOOD UTILITIES, INC.
36323 Arbor Oaks Drive
Zephyrhills, FL 33541
813-788-1356

APPLICATION FOR WATER AND/OR WASTEWATER SERVICE

OWNER _____
TENANT _____

NAME: _____ TELEPHONE#: _____
_____ LOT/BLOCK#: _____

SERVICE ADDRESS: _____

BILLING ADDRESS: _____

DATE SERVICE SHOULD BEGIN: _____

SERVICE REQUESTED: WATER _____ WASTEWATER _____ BOTH _____

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water/wastewater service; the Company reserves the right to discontinue or withhold service to such apparatus or device.
2. The Company may refuse or discontinue water/wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water/wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" provided by the Florida Public Service Commission.
4. Bills for water/wastewater service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days of written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require oral or written notice within 7 days prior to the date the Customer desires to terminate service.

SIGNED: _____

Customer's Signature

DATE: _____

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY TIMBERWOOD UTILITIES
WATER TARIFF

HELD FOR FUTURE USE

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES
 WATER TARIFF

COPY OF CUSTOMER'S BILL

Statement of Water & Wastewater Utility Service

Timberwood Utilities

36323 Arbor Oaks Dr. Bus. Phone (813) 788-1356
 Zephyrhills, FL 33541 Emergency (813) 788-1356

Cycle	Cycledays	Reading Date	Lot Number
7-00	30	08/04/2000	AO-46

Customer:
 Mailing Address:

Service Address: 36336 Century Drive
 Zephyrhills, FL 33541

	Readings	Consumption Gallons	Rate Water	Charges	BFC	SUBTOTALS	CYCLE CHARGE
Current	<input type="text"/>	<input type="text"/>	\$2.30	<input type="text"/> + \$3.13		<input type="text"/>	
Previous	<input type="text"/>		Per 1000 gal				<input type="text"/>
			Wastewater				
			\$5.08	<input type="text"/> - \$10.47		<input type="text"/>	
			Per 1000 gal				

Your Account Activity & Itemized Surcharge

Previous Cycle Charge	Previous Credit Balance	Previous Total Billing	Payments Received	Subtotal Previous Cycle
<input type="text" value="\$14.38"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$14.38"/>	<input type="text" value="\$14.38"/>	<input type="text" value="\$14.38"/>

NOTE: Bills are due and payable when received and become delinquent if not paid by due date. After 5 working days written notice is mailed to customer. Service may then be discontinued.

Miscellaneous Service Fees Adjustments

<input type="text" value="\$0.00"/>
<input type="text" value="\$0.00"/>
Current Bal Forward <input type="text"/>

OFFICE USE: Payment Received Date	Address Change	Service Status
<input type="text"/>	<input type="text"/>	<input type="text"/>

Credit Balance
 (Do Not Pay)

This Bill is Delinquent After 5:00pm 08/28/2000	Your Total Water & Wastewater Utility Bill Make Check Payable to Timberwood Utilities <input type="text"/>
---	---

Original

Change of Mailing Address? Please inform us of your correct mailing address for next cycle's billing if different.

Name: _____
 Address: _____
 City: _____ ST: _____ Zip: _____
 Date of Change: _____ Phone: _____

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

001573-WS

TIMBERWOOD UTILITIES

WASTEWATER TARIFF

Certificate No. 459 - S

September, 2000

REGULATORY CONSULTANTS, INC.

401 Interstate Blvd.
Sarasota, Florida 34240
(941) 371-8499

WASTEWATER TARIFF

TIMBERWOOD UTILITIES
NAME OF COMPANY

FILED WITH

Florida Public Service Commission

WASTEWATER TARIFF

TIMBERWOOD UTILITIES
NAME OF COMPANY

36323 Arbor Oaks Drive
Zephyrhills, Florida 33541
(ADDRESS OF COMPANY)

813-788-1356 / 813-782-4150
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

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Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 459-S

COUNTY - Pasco

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
22392	01/09/90	881003-SU	Original
24638	06/07/91	910097-WS	Transfer
25211	10/14/91	910968-WS	Name Change
PSC-98-1388-FOF-WS	10/15/98	971456-WS	Transfer

(Continued to Sheet No. 3.1)

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

SERVICE TERRITORY DESCRIPTION (ARBOR OAKS MOBILE HOME PARK)

Township 26 South, Range 21 East

In Section 09

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$
and the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$.

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedules(s)</u> <u>Available</u>	<u>Sheet No.</u>
Pasco	Arbor Oaks MHP	GS, RS	12.0 - 13.0

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is Timberwood Utilities.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering wastewater service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service to individual service lines or through other mains.

(Continued to Sheet No. 5.1)

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

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Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

RULES AND REGULATIONS

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

(Continued to Sheet No. 8.0)

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued to Sheet No. 9.0)

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

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

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

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

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

(Continued to Sheet No. 10.0)

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

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Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 10.47
	1"	\$ 15.71
	1/2"	\$ 26.18
	2"	\$ 52.36
	3"	\$ 83.78
	4"	\$ 167.58
	6"	\$ 261.83
	8"	\$ 523.65

GALLONAGE CHARGE PER 1,000 G \$ 6.18

- MINIMUM CHARGE - Applicable Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Application for Transfer of Certificate

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

<u>RATE</u>	-	<u>Meter Size</u>	<u>Base Facility Charge</u>
		5/8" x 3/4"	\$ 10.47
		1"	\$ 15.71
		1/2"	\$ 26.18
		2"	\$ 52.36
		3"	\$ 83.78
		4"	\$ 167.58
		6"	\$ 261.83
		8"	\$ 523.65

GALLONAGE CHARGE PER 1,000 G \$ 5.16

- MINIMUM CHARGE - Applicable Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Application for Transfer of Certificate

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

ORIGINAL SHEET NO. 14.0

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

HELD FOR FUTURE USE

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE -

TYPE OF FILING - Application for Transfer of Certificate

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Refer to Service Availability Policy</u> <u>Amount</u>	<u>Sheet No./Rule No</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service.....	\$	
1" metered service.....	\$	
1 1/2" metered service.....	\$	
2" metered service.....	\$	
Over 2" metered service.....	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month	\$	
All others-per gallon/month.....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month	\$	
All others-per gallon/month.....	\$	
<u>Inspection Fee</u>	\$ ¹	Actual Cost
<u>Main Extension Charge</u>		
Residential-per ERC	\$	
All others-per gallon.....	\$	
or		
Residential-per lot (100 foot frontage).....	\$	
All others-per front foot.....	\$	
<u>Plan Review Charge</u>	\$ ¹	Actual Cost
<u>Plant Capacity Charge</u>		
Residential-per ERC	\$	500.00
All others-per gallon.....	\$	22.0
<u>System Capacity Charge</u>		
Residential-per ERC	\$	
All others-per gallon.....	\$	

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

EFFECTIVE DATE -

TYPE OF FILING - Application for Transfer of Certificate

Gerald D. Ross
 ISSUING OFFICER

Manager
 TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES
WASTEWATER TARIFF

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Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

ORIGINAL SHEET NO. 18.0

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

HELD FOR FUTURE USE

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

TIMBERWOOD UTILITIES, INC.
36323 Arbor Oaks Drive
Zephyrhills, FL 33541
813-788-1356

APPLICATION FOR WATER AND/OR WASTEWATER SERVICE

OWNER _____
TENANT _____

NAME: _____ TELEPHONE#: _____
_____ LOT/BLOCK#: _____

SERVICE ADDRESS: _____

BILLING ADDRESS: _____

DATE SERVICE SHOULD BEGIN: _____

SERVICE REQUESTED: WATER _____ WASTEWATER _____ BOTH _____

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water/wastewater service; the Company reserves the right to discontinue or withhold service to such apparatus or device.
2. The Company may refuse or discontinue water/wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water/wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" provided by the Florida Public Service Commission.
4. Bills for water/wastewater service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days of written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require oral or written notice within 7 days prior to the date the Customer desires to terminate service.

SIGNED: _____
Customer's Signature

DATE: _____

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Statement of Water & Wastewater Utility Service

Timberwood Utilities

36323 Arbor Oaks Dr. Bus. Phone (813) 788-1356
Zephyrhills, FL 33541 Emergency (813) 788-1356

Cycle	Cycledays	Reading Date	Lot Number
7-00	30	08/04/2000	AO-46

Customer:

Mailing Address:

Service Address: 36336 Century Drive
Zephyrhills, FL 33541

	Readings	Consumption Gallons	Rate Water	Charges	BFC	SUBTOTALS	CYCLE CHARGE
Current	<input type="text"/>	<input type="text"/>	\$2.30	<input type="text"/> + \$3.13		<input type="text"/>	
Previous	<input type="text"/>		Per 1000 gal				<input type="text"/>
			Wastewater				
			\$5.08	<input type="text"/> - \$10.47		<input type="text"/>	
			Per 1000 gal				

Your Account Activity & Itemized Surcharge

Previous Cycle Charge	Previous Credit Balance	Previous Total Billing	Payments Received	Subtotal Previous Cycle
<input type="text" value="\$14.38"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$14.38"/>	<input type="text" value="\$14.38"/>	<input type="text" value="\$14.38"/>

NOTE: Bills are due and payable when received and become delinquent if not paid by due date. After 5 working days written notice is mailed to customer. Service may then be discontinued.

Miscellaneous Service Fees Adjustments

<input type="text" value="\$0.00"/>	
<input type="text" value="\$0.00"/>	
Current Bal Forward	<input type="text"/>

OFFICE USE:	Payment Received Date	Address Change	Service Status

Credit Balance (Do Not Pay)

This Bill is Delinquent After 5:00pm 08/28/2000	Your Total Water & Wastewater Utility Bill Make Check Payable to Timberwood Utilities <input type="text"/>
---	--

Original

Change of Mailing Address? Please inform us of your correct mailing address for next cycle's billing if different.

Name: _____

Address: _____

City: _____ ST: _____ Zip: _____

Date of Change: _____ Phone: _____

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Gerald D. Ross
ISSUING OFFICER

Manager
TITLE

NAME OF COMPANY TIMBERWOOD UTILITIES

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides service to a mobile home park. To connect to the system, the utility charges a plant capacity charge of \$500.

Gerald D. Ross
ISSUING OFFICER

Manager
TITLE