



JANETTE S. KNOWLTON
COUNTY ATTORNEY

County of Charlotte

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"To exceed expectations in the delivery of public services"

June 12, 2009

Via E-mail (filings@psc.state.fl.us)

Ms. Ann Cole, Chief
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 080272-WS
Application of Sun River Utilities, Inc. for Original Certificates to Provide Water and Wastewater Service in Charlotte and DeSoto Counties, Florida

Dear Ms. Cole:

Attached is the original Word document containing Charlotte County's Notice of Voluntary Dismissal, thereby withdrawing its Objection to the Application of Sun River Utilities, Inc. for Original Certificates to Provide Water and Wastewater Service in Charlotte and DeSoto Counties.

It is our understanding that we will receive an email acknowledgement from the PSC. Thank you for your assistance in this matter.

Sincerely,

s/ Martha Young Burton

Martha Young Burton
Assistant County Attorney

MYB/ldl

Enclosures

cc: Janette S. Knowlton, County Attorney
Terri Kesner, Interim Director of Utilities
Roger Baltz, County Administrator
Robert Brannan, Esquire
Howard E. Adams, Esquire
Caroline Klanke, Esquire

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In re: APPLICATION OF SUN RIVER UTILITIES, INC.,
FOR ORIGINAL CERTIFICATES TO PROVIDE
WATER AND WASTEWATER SERVICE IN
CHARLOTTE AND DESOTO COUNTIES, FLORIDA.**

Docket No. 080272-WS

**NOTICE OF VOLUNTARY DISMISSAL OF OBJECTION OF
CHARLOTTE COUNTY TO SUN RIVER UTILITIES, INC.,
APPLICATION FOR ORIGINAL CERTIFICATES TO
PROVIDE WATER AND WASTEWATER SERVICE**

COMES NOW Charlotte County, Florida, by and through its undersigned attorneys and hereby voluntarily dismisses its objection as filed in the above-styled cause relating to the Application for Original Certificate to Provide Water and Wastewater Service in Charlotte and DeSoto Counties as filed by Sun River Utilities, Inc. Charlotte County would represent unto the Florida Public Service Commission that the parties have entered into a Settlement and Wholesale Water Agreement for water and wastewater utilities, settling those disputes which existed between the parties in this issue. A copy of that agreement is attached hereto as Exhibit "A" for the information of the Florida Public Service Commission. This documentation is a public record as voted and approved by the Charlotte County Commission.

Respectfully submitted this 12th day of June, 2009.

s/ Martha Young Burton

Martha Young Burton
Assistant County Attorney
Fla. Bar #398179
Attorney for Charlotte County, Florida
Charlotte County Attorney's Office
18500 Murdock Circle
Port Charlotte, FL 33948-1094
TEL (941) 743-1330
FAX (941) 743-1550
E-mail: marty.burton@charlottefl.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served upon the attached Service List:

Via E-mail (filings@psc.state.fl.us)

Ms. Ann Cole, Chief
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

US Mail:

Howard E. Adams, Esquire
John Pelham, Esquire
Pennington Law Firm
P.O. Box 10095
Tallahassee, FL 32302-2095

Fred Busak, Esquire
Pennington Law Firm
2701 N. Rocky Point Dr., Suite 900
Tampa, Florida 33607

Caroline Klanke, Esquire
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Robert C. Brannan, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

Martin Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2180 W. State Road 434, Suite 2118
Longwood, Florida 32779-5009

this 12th day of June, 2009.

s/ Martha Young Burton

Martha Young Burton

**AGREEMENT BETWEEN
SUN RIVER UTILITIES, INC.
AND
CHARLOTTE COUNTY, FLORIDA**

THIS AGREEMENT is made and entered into this 28 day of May, 2009, by and between the Charlotte County Board of County Commissioners, hereinafter referred to as "Charlotte," and Sun River Utilities, Inc., a Florida Corporation, hereinafter referred to as "Sun River."

RECITATIONS:

1. Sun River's predecessor, MSM Utilities, LLC, was issued its original Certificate, 980731-WS by the Florida Public Service Commission ("FPSC"), on April 19, 1999, pursuant to FPSC Order No. PSC 99-0756-FOF-WS; and

2. On September 25, 2007, Charlotte adopted Resolution 2007-143, rescinding FPSC jurisdiction over privately-owned water and wastewater utilities in Charlotte. Sun River currently provides service solely within Charlotte and therefore Sun River eventually became subject to Charlotte's regulatory jurisdiction; and

3. On May 14, 2008, Sun River filed an Application for Original Certificates for an Existing Utility with the FPSC (the "Application") seeking, among other things, to add the Ryals and Zachariah properties in Charlotte, and the DeSoto Park property in DeSoto County to its existing service territory; and

4. On June 10, 2008, DeSoto County ("DeSoto") filed an Objection to the Application on the grounds, *inter alia*, that it had the capacity, ability and willingness to serve DeSoto Park, had already contracted with customers in DeSoto Park to reserve capacity in DeSoto's utility system, and would provide service when the developers of DeSoto Park were prepared to accept service; and

5. On June 11, 2008, Charlotte filed an Objection to the Application on the grounds, *inter alia*, that the service area extension in Charlotte encroached into Charlotte's utility service area; and

6. On July 22, 2008, DeSoto and Sun River entered into a Settlement Agreement resulting in DeSoto withdrawing its Objection to the Application, Sun River agreeing to limit the size of its service territory within DeSoto County, and the parties entering into a bulk water and wastewater service agreement (collectively the "DeSoto Agreements"); and

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EXHIBIT "A"

7. By entering into the DeSoto Agreements Sun River would have adjacent service territories in two counties and, therefore, would be exempt from County regulatory jurisdiction and subject to regulation by the FPSC; and

8. Charlotte is desirous of protecting its existing utility service territory and continuing to serve the residents and businesses in Charlotte County; and

9. Sun River expects to make very large capital investments in order to design, permit, and construct the central water, wastewater and reclaimed water utility facilities in order to provide service to its certificated service territory; and

10. Sun River is desirous of securing for itself a bulk potable water supply from Charlotte on comparable terms as the DeSoto Agreements for use by Sun River in Charlotte County; and

11. Charlotte is desirous of seeing the Highway 17 corridor developed such that it will be a credit to Charlotte and a generator of economic activity within Charlotte and servicing bulk potable water customers in Charlotte; and

12. The parties hereto are desirous of entering into this Agreement to insure that the above goals are met.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, it is agreed as follows:

1. Recitations Incorporated: The above recitations are true, correct, and incorporated herein by specific reference;
2. Service Area: It is agreed between the parties that Sun River's Charlotte County service area shall consist of and be strictly limited to the service area in the Application before the FPSC more fully described in Exhibit "A" and the additional service territory delineated on the map attached as Exhibit "B", both Exhibits attached hereto and made a part hereof ("Charlotte Service Area"). Charlotte agrees not to object to any Sun River extension applications into territory within the Charlotte Service Area.
3. Injunction: Sun River stipulates and agrees that it will not seek to expand the Charlotte Service Area described in Exhibits "A" and "B" unless approved in writing by Charlotte. Sun River further stipulates and agrees to the granting of injunctive relief and award of fees and costs in favor of Charlotte in the event Sun River attempts to seek additional service

territory within Charlotte County beyond that described in Exhibits "A" and "B" without Charlotte's written approval.

4. Utility's Obligation: Sun River shall be responsible for the design, permitting, construction, and operation of the central potable water, wastewater and reclaimed water utility facilities needed in order to provide such services to its certificated service territory in Charlotte and DeSoto Counties. Sun River shall not build any water, wastewater or reclaimed water facilities in Charlotte outside its Charlotte Service Area unless otherwise approved by Charlotte. Charlotte's choice to approve or disapprove such construction outside the Charlotte Service Area shall be in Charlotte's sole discretion.
5. County Inspection Rights: The infrastructure shall be built in accordance with professional engineering standards and in compliance with the Florida Department of Environmental Protection ("DEP") and Charlotte County Utility's ("CCU") rules, specifications and standards. As part of Charlotte's normal Development Review Committee ("DRC") review, Sun River's construction plans shall be provided to Charlotte for review. Charlotte may conduct periodic inspections, both during and after the construction of such infrastructure facilities in order to ensure that the infrastructure is being properly constructed, operated and maintained. If at any time Charlotte determines that the infrastructure facilities do not meet the standards agreed to herein, Sun River agrees that it will not seek dismissal of any request for injunctive or declaratory relief or damages sought by Charlotte.
6. Bulk Potable Water Service: Sun River and Charlotte shall enter into a bulk water service agreement in substantially the same format as the agreement attached hereto as Exhibit "C" wherein Sun River shall purchase potable water from Charlotte.
7. Withdrawal of County Objection: Concurrent with the execution of this document and the inclusion of the fully executed Agreement as a part and condition of any approval of service area granted within Charlotte County by the FPSC to Sun River, Charlotte agrees to file a withdrawal of its Objection to the Application so that the FPSC may grant the Certificate Application at issue. Charlotte also agrees to consent to the addition of the lands in the Additional Sun River Charlotte Service Area depicted in Exhibit "B" attached hereto when Sun River applies to the FPSC to add those lands to its certificated service territory.
8. Notices: The parties designate the following persons as representatives to be contacted and to receive all notices regarding this Agreement:

If to Charlotte, such notice shall be addressed to Charlotte at:

Charlotte County Government
18500 Murdock Circle
Port Charlotte, Florida 33948
Attention: County Administrator
With a copy to:

Charlotte County Attorney's Office
18500 Murdock Circle
Port Charlotte, Florida 33948-1094
Attention: County Attorney

If to Sun River, such notice shall be addressed to the Utility at:

Sun River Utilities, Inc.
5660 Bayshore Road, Suite 36
North Fort Myers, Florida 33917
Attention: A. A. Reeves, Vice President

With a copy to:

Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
Attention: Robert C. Brannan, Esquire

Any Notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier, or sent by Certified Mail, Postage Prepaid, Return Receipt Requested. The use of electronic communication is not considered as providing proper notice pursuant to this Agreement.

9. Assignment: This Agreement shall be binding upon, and inure to the benefit of, both Charlotte's and Sun River's successors and assigns.
10. Beneficiaries: This Agreement is solely for the benefit of Charlotte and Sun River and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party to this Agreement.
11. Amendment: This Agreement may be amended only if executed in writing and signed by the parties hereto.

12. Force Majeure: In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of the other party, which may include, but is not limited to, acts of God or the public enemy, war, national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder, demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, windstorm, hurricane, earthquake or other casualty, disaster or catastrophe of plant facilities or line breaks, neither party shall be liable for such non-performance.
13. Applicable Law and Venue: This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of Charlotte. Venue for any suit involving this Agreement shall be in Charlotte County, Florida or as otherwise mutually agreement by the parties hereto.
16. Entire Agreement and Effective Date: This Agreement constitutes the entire agreement between the parties with regard to the content herein and has been entered into voluntarily and with independent advice and legal counsel and has been executed by authorized representatives of each party on the date written above. However, this Agreement is not to be construed to supercede or in anyway contradict Charlotte utility ordinances currently existing or as they shall be amended from time to time. In the event any provision of this Agreement contradicts a Charlotte utility ordinance, the provision in the Charlotte utility ordinance shall prevail. Further, all construction in Charlotte County that Sun River may plan or undertake pursuant to its rights and obligations herein shall be subject to Charlotte's review, permitting and approvals in the same manner as all other construction in Charlotte County. This Agreement shall become effective (the "Effective Date") when the last party to this Agreement executes the Agreement and the water supply contract attached hereto as Exhibit "C" becomes effective.
17. Approvals: This Agreement does not grant any development approvals or commit Charlotte to grant any development approvals. Nothing in this Agreement alone shall be deemed to have vested Sun River with any development rights without such rights being approved by the respective Charlotte entity at open meetings pursuant to law and pursuant to appropriate comprehensive plan amendments, land development regulations, and development orders.
18. Acknowledgement of Governmental Limitations: The parties acknowledge and agree that this Agreement shall not limit or restrict Charlotte's

discretion in the exercise of its governmental or police powers and shall not constitute a delegation of Charlotte's governmental authority or police powers to Sun River. Sun River acknowledges and agrees that Charlotte's approval to execute this Agreement and direct its staff to review any of the development applications for future development (i) in no way restricts the legislative, quasi-judicial or executive discretion of the Charlotte County Board of County Commissioners, Planning and Zoning Board, and other Charlotte approval bodies, or staff of the Board of County Commissioners; and (ii) does not guarantee any particular results for Sun River on any future development applications. The parties further acknowledge that all governmental actions to be taken by Charlotte, including County Commissioners, County staff and/or any quasi-judicial boards, regarding the development applications shall be in conformance with applicable laws and ordinances with no guarantees or agreement by Charlotte as to any particular outcomes.

- 19. Execution in Counterparts: This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and ex-Officio Clerk to the
Board of County Commissioners

By: Patricia M. Duffy
Patricia M. Duffy, Chair

By: Anne S. Fahler
Deputy Clerk
5-28-09 AGR# 2009-026

Approved as to form and legal sufficiency:


Janette S. Knowlton
Janette S. Knowlton, County Attorney MB
LR # 08-405

Attest:

SUN RIVER UTILITIES, INC.



Randy Schenkman,
Executive Vice President

By: 

Joel Schenkman, President

EXHIBIT A

APPLICATION SERVICE AREA

The following described lands located in Charlotte County, Florida:

Township 40 South, Range 23 East
Section 12

The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4, of Section 12, Township 40 South, Range 23 East.

The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4, of Section 12, Township 40 South, Range 23 East.

The NW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

That portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch Creek.

The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

Township 40 South, Range 23 East
Section 11

All of Government Lot 5, lying South of Lee Branch Creek in Section 11, Township 40, South, Range 23 East.

The NE 1/4 of the SE 1/4 of Section 11, Township 40 South, Range 23 East, lying East of Hunter's Creek.

And:

The North 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of the Seaboard Coastline Railroad and North of Turbak Road.

A portion of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, being more specifically described as follows:

Beginning at the Southeast corner of said Section 12, thence West along the South line of said Section 12, a distance of 2577.55 feet, thence North, a distance of 385.34 feet; thence West, a distance of 531.75 feet, thence North, a distance of 897.20 feet thence West, a distance of 511.21 feet, thence North, a distance of 438.40 feet, thence East a

distance of 511.21 feet, thence North, a distance of 178.65 feet; thence East, a distance of 606.14 feet, thence South a distance of 600 feet more or less, thence east, a distance of 2860 feet more or less to the East line of said Section 12, thence South along the East line of said Section 12 to the point of beginning.

The South 1/4 of Section 1, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of Seaboard Coastline Railroad.

The South 1/4 of Section 11, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of Hunters Creek.

The North 1/4 of Section 14, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of Hunters Creek.

And:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

The Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4, of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida. Less and except the Right-of-Way for a public highway along the East side of said land, and Less and except the Right-of-Way for a public road along the North line of said land, and Less and except the following: Commence at the Northeast corner of said Section 13; thence along the North boundary of said Section 13, North 88°26'45" West, 45.15 feet, to the Westerly maintained Right-of-Way line of State Road 35 (US 17) for a point of beginning; thence along said Westerly maintained Right-of-Way line, South 00°23'35" West, 330.28 feet; thence North 88°24'16" West, 8.00 Feet; thence North 00°23'35" East, 330.28 feet, to said North boundary of Section 13; thence along said North boundary, South 88°26'45" East, 8.00 feet, to the point of beginning.

And:

A portion of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida, being more specifically described as follows:

Commence at the Southeast corner of said Section 13; thence South 87 degrees 21'06" West along the South line of said Section 13, a distance of 91.87 feet to the West right-of-way of State Road #35 (U.S. Highway #17) and the Point of Beginning; thence continue South 87 degrees 21'06" West a distance of 646.51 feet; thence North 01

degrees 58'09" West a distance of 2383.80 feet; thence North 88 degrees 27'53" East a distance of 337.71 feet; thence North 01 degrees 32'01" West a distance of 277.75 feet; thence North 30 degrees 58'39" West a distance of 125.00 feet; thence 69 degrees 19'18" West a distance of 312.50 feet; thence North 01 degree 32'07" West a distance of 80.00 feet; thence South 88 degrees 27'53" West a distance of 22.82 feet; thence North 01 degree 32'07" West a distance of 330.00 feet; thence North 02 degrees 46'04" West a distance of 1,700.17 feet; thence North 88 degrees 23'07" East a distance of 329.07 feet; thence North 02 degrees 47'31" West a distance of 635.34 feet to the South right-of-way of Palm Shores Boulevard; thence North 88 degrees 20'46" East a distance of 275.52 feet to the West right-of-way of State Road #35 (U.S. Highway #17); thence South 02 degrees 47'57" East along said right-of-way a distance of 2,006.62 feet; thence South 88 degrees 18'40" West along said right-of-way a distance of 5.28 feet to the point of curvature of a curve to the left having as elements a radius of 11,333.16 feet and a central angle of 03 degrees 02'06.1"; thence along arc of said curve a distance of 600.33 feet to the point of compound curvature of a curve to the left having as elements a radius of 11,585.16 feet and a central angle of 04 degrees 34'53.3"; thence along arc of said curve a distance of 926.37 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 23.40 feet; thence North 87 degrees 21'06" East along said right-of-way a distance of 36.00 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 300.00 feet; thence North 87 degrees 21'06" East along said right-of-way a distance of 10.00 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 1,439.06 feet to the Point of Beginning.

Contains 62.16 acres more or less.

And

Parcel 1

Section 4, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with

Parcel 2

All of Section 5, Township 40 South, Range 24 East, Charlotte County, Florida, less and except a strip 100 ft wide running Northerly from the S line of the N $\frac{1}{2}$ to the N line of the N $\frac{1}{2}$ in the W $\frac{1}{2}$ of the W $\frac{1}{2}$.

Together with

Parcel 3

Government Lot No. 2 in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with

Parcel 4

The Northeast $\frac{1}{4}$ of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida, less the South 815.85 feet.

Together with

Parcel 5

The South $\frac{1}{2}$ and the Northeast $\frac{1}{4}$ of Section 8, Township 40 South, Range 24 East, Charlotte County, Florida, which parcel includes all of said Section 8, less and except a strip 100 ft wide running northerly from the S line of the S $\frac{1}{2}$ to the N line of the S $\frac{1}{2}$ in the E $\frac{1}{2}$ of the W $\frac{1}{2}$.

Together with

Parcel 6

All of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida, less and except the Northeast $\frac{1}{4}$ of said Section 9.

Plus

The South 815.85 feet of the NE $\frac{1}{4}$ of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with

Parcel 7

The West $\frac{1}{2}$ of Section 10, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with

Parcel 8

The Southerly 150 feet of Sections 7 and 8, Township 40 South, Range 24 East, Charlotte County, Florida.

And

A parcel of land lying in Sections 5, 6, 7, and 8, Township 40 South, Range 24 East, Charlotte County, Florida, described as follows:

Begin at the NW corner of said Section 6, thence S 89°43'07" E, along N line of said Section 6, 1,786.20 feet to Point of Beginning; thence S 01°06'38" W along easterly line of Ann H. Ryals property as described in O.R. Book 1435, Pages 1513 and 1514, of the Public Records of Charlotte County, Florida, 1287.30 feet; thence S 73°2'33" E along said easterly line, 919.56 feet; thence S 00°41'16" E along said easterly line, 1,116.55 feet to SE corner of said Ryals property; thence N 89°41'03" W along S line of said Ryals property, 2,475.81 feet to the E right-of-way line of State Road 35 (U.S. Highway 17) as monumented; thence S 00°26'53" W along said E right-of-way line, 1,844.49 feet to N line of William E. Roe property as described in O.R. Book 855, Page 1941, Public Records of Charlotte County, Florida; thence S 89°45'11" E along said N line, 1,883.20 feet to NE corner of said Roe property; thence S 00°31'12" W along E line of said Roe property, 118.50 feet to SE corner of said Roe property; thence N 89°45'11" W along S line of said Roe property, 1,585.05 feet to E right-of-way of State Road 35 (U.S. Highway 17) as monumented; thence S 00°20'17" W along said E right-of-way line, 670.37 feet to a point on the S line of said Section 6; thence N 89°49'39" W along said S line and on said right-of-way line of State Road 35 (U.S. Highway 17), 298.00 feet; thence S 00°20'17" W along said E right-of-way line, 677.88 feet; thence S 00°24'44" W along said E right-of-way line, 652.61 feet to N line of Raymond Smith property as described in O.R. Book 963, Pages 2090 and 2091, Public Records of Charlotte County, Florida; thence S 89°32'33" E along N line of said Smith property as monumented by ABS & Associated, Inc., Registered Land Surveyors, 1,138.93 feet to an iron rod set by said registered surveyors for the NE corner of Lot 11 of FLORADONIA SUBDIVISION, as recorded in Plat Book 1, Page 44, Public Records of Charlotte County, Florida; thence S 00°27'48" W along E line of said Smith property and also E line of said Lot 11, 1,326.85 ft. to an iron rod set by said registered surveyors for the SE corner of said Lot 11 in centerline of Catalpa Avenue; thence S 89°08'19" E along said centerline of Catalpa Avenue and along S line of the N ½ of Section 7, 4,675.89 feet to the E ¼ corner of said Section 7; thence S 88°40'35" E, along said centerline and along S line of N ½ of Section 8, 3,406.06 feet; thence N 5,380.44 feet to a point on the N line of the S ½ of Section 5; thence N 89°00'36" W along said N line, 2,545.405 feet; thence N 07°47'49" W along said W line, 988.17 feet; thence N 39°33'51" W, 1,397.205 feet.; thence N 46°23'45" W, 875.12 feet to N line of said Section 6; thence N 89°43'07" W along said N line, 3372.19 feet to Point of Beginning. LESS and except a 100 foot wide strip running northerly from the S line of N ½ of Section 8 to the N line of the S ½ of Section 5.

And

The South ½ of Section 7, Township 40 South, Range 24 East, Charlotte County, Florida Less right-of-way to State Road No. 35 (U.S. Highway No. 17) along West side and less the South 150.00 feet and also less the South 1/8 of Northwest ¼ of Southwest ¼.

Also that part of the Southwest ¼ of Section 8, Township 40 South, Range 24 East, Charlotte County, Florida less the South 150.00 feet.

And

A part of Section 6, Township 40 South, Range 24 East described as follows:

Begin at the NW corner of Section 6, Township 40 South, Range 24 East, thence S 89°38'49" E along North line of said Section 6, 50 feet to East right of way of U.S. Highway 17; thence S 0°30'10" W along said East right of way, 50 feet to Point of Beginning; thence S 89°38'33" E, 1735.61 feet; thence S 1°10'26" W, 1237.08 feet; thence S 73°23'45" E, 919.56 feet; thence S 0°37'28" E, 1116.55 feet; thence N 89°37'15" W, 2626.59 feet to East right of way of U.S. Highway 17; thence N 0°30'10" E along said East right of way, 2,609.46 feet to Point of Beginning, all lying and being in Township 40 South, Range 24 East, Charlotte County, Florida.

LESS AND EXCEPT PARCEL 105

That portion of the Northwest quarter and the Southwest quarter of Section 6, Township 40 South, Range 24 East, Charlotte County, Florida, being described as follows:

Commence at the Northwest Corner of Section 6, Township 40 South, Range 24 East; thence along the north line of said Section 6, S 89°43' 07" E, 0.39 feet to the survey base line of State Road 35 (U.S. Highway No. 17); thence along said survey base line S 00°29'34" W, 50.00 feet; thence S 89°42'41" E, 49.85 feet for a Point of Beginning, said point lying on the easterly existing right of way line of State Road 35 (U.S. Highway 17) (per deed exception, Official Records Book 836, Page 595); thence continue S 89°42'41" E, 152.35 feet; thence S 00°29'34" W, 1,533.83 feet; thence S 00°26'93" W, 1,075.70 feet; thence N 59°41'03" W, 150.74 feet to said easterly existing right of way line; thence along said existing right of way line, N 00°21'54" E, 13.93 feet to the south line of the Northwest quarter of said Section 6; thence continue along said easterly existing right of way line, N 00°36'22" E, 2,595.52 feet to the Point of Beginning.

And

All of Section 3, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with portions of Sections 10, 11 & 2, Township 40 South, Range 24 East, Charlotte County, Florida, being more particularly described as follows:

{00001106.DOC}13

Commencing at the Southeast corner of said Section 10, thence N 88°35'55" W, along the South line of said Section 10, a distance of 2711.65 feet to the South ¼ corner of said Section 10; thence N 01°16'01" E, leaving said South line of Section 10, a distance of 2868.63 feet to a Point of Beginning; thence N 55°38'29" E, a distance of 813.61 feet; thence N 32°31'48" E, a distance of 1070.25 feet; thence S 72°17'21" E, a distance of 2065.42 feet; thence N 21°02'51" E, a distance of 405.77 feet; thence N 08°23'14" E, a distance of 26.47 feet; thence N 40°01'38" E, a distance of 1212.23 feet; thence N 90°00'00" E, a distance of 165.03 feet; thence N 37°31'10" E, a distance of 179.97 feet; thence N 44°14'18" E, a distance of 153.32 feet; thence N 06°13'24" E, crossing the South line of said Section 2, a distance of 474.86 feet; thence N 26°19'16" W, a distance of 1554.13 feet; thence N 78°25'26" E, a distance of 1535.88 feet; thence N 31°07'54" E, a distance of 682.02 feet; thence S 82°30'42" E, a distance of 339.94 feet; thence N 19°50'47" E, a distance of 822.67 feet; thence N 23°37'01" E, a distance of 69.24 feet; thence N 29°18'40" E, a distance of 929.37 feet; thence N 02°52'17" W, a distance of 34.64 feet; thence N 24°11'12" W, a distance of 242.50 feet; thence N 13°29'12"E, a distance of 1111.94 feet to a point on the North line of said Section 2; thence N 89°36'54" W, along said North line of Section 2, a distance of 4291.62 to the Northwest corner of said Section 2; thence S 00°09'15" W, along the West line of said Section 2, a distance of 5289.16 feet to the Southwest corner of said Section 2; thence N 88°35'55" W along the North line of said Section 10, a distance of 2711.65 feet to the North ¼ corner of said Section 10; thence S 01°16'01" W, a distance of 2554.67 feet to the Point of Beginning.

And

A portion of Sections 17 & 18, Township 40 South, Range 24 East, Charlotte County, Florida, being more particularly described as follows:

Beginning at the northwest corner of said Section 17, Township 40 South, Range 24 East, thence South 89°12'01" East, a distance of 3670.96 feet along the North line of Section 17; thence South 00°34'08" West, a distance of 1319.39 feet; thence North 89°10'55" West, a distance of 400.63 feet; thence South 00°35'02" West a distance of 2562.50 feet; thence North 88°36'17" West, a distance of 961.33 feet; thence North 01°38'32" East, a distance of 10.23 feet; thence North 88°37'57" West, a distance of 700.15 feet; thence South 01°26'04" West, a distance of 10.00 feet; thence North 88°31'23" West, a distance of 47.79 feet; thence North 89°00'58" West, a distance of 1345.95 feet; thence North 00°20'43" West, a distance of 269.02 feet; thence North 89°09'14" West, a distance of 159.92 feet; thence North 00°14'38" West, a distance of 964.18 feet; thence North 88°49'13" West, a distance of 654.72 feet; thence South 00°09'14" East, a distance of 620.47 feet; thence South 88°53'32" East, a distance of 1425.59 feet; thence South 00°44'50" West, a distance of 628.61 feet; thence North 89°05'26" West, a distance of 53.45 feet; thence North 01°06'14" East, a distance of 9.92 feet; thence North 89°10'01" West, a distance of 308.04 feet; thence North

89°10'07" West a distance of 357.08 feet; thence North 00°34'59" East, a distance of 622.09 feet; thence North 88°53'32" West, a distance of 476.00 feet; thence North 00°06'42" West, a distance of 3268.77 feet to the North line of Section 18, Township 40 South, Range 24 East; South 88°29'58" East, along the North line of Section 18, a distance of 3271.22 feet to the Point of Beginning.

Less and Except the following described abandoned railroad right-of-way:

A 100 foot wide strip of land lying with Section 17, Township 40 South, Range 24 East, Charlotte County Florida, said strip of land lying 50 feet each side of the following described Centerline:

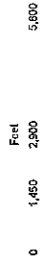
Beginning at the Northwest corner of said Section 17, Township 40 South, Range 24 East, South 89°12'01" East, a distance of 1568.05 feet, to the Centerline; thence South 00°12'53" West, a distance of 3855.30 feet along said Centerline to a point on the Northerly right-of-way line of State Road 764, also known as Washington Loop Road.

**PROPOSED EXTENSION OF SERVICE
SUN RIVER UTILITIES (f.k.a. MSM UTILITIES)**

REQUESTED FRANCHISE BOUNDARY



De Soto County



Printing Date: Thursday, May 21, 2009
Title: MSM_UTILITIES_3.8.07.11X17.mxd
User: jgibson
Cadastral System:

MAD 1863 StatePlane Florida West FIPS 0502
Operating System: Microsoft Windows XP Professional
AcadPc Build Number: 93.1770

This map is a representation of available information. It is believed to be an accurate and true depiction for the stated purpose. Charlotte County and its employees make no guarantees, implied or otherwise, to the accuracy or completeness. We therefore do not accept any responsibility as to the accuracy or completeness of the information as presented. No part of this map may be reproduced or transmitted in any means without the expressed written permission of Charlotte County Utilities.

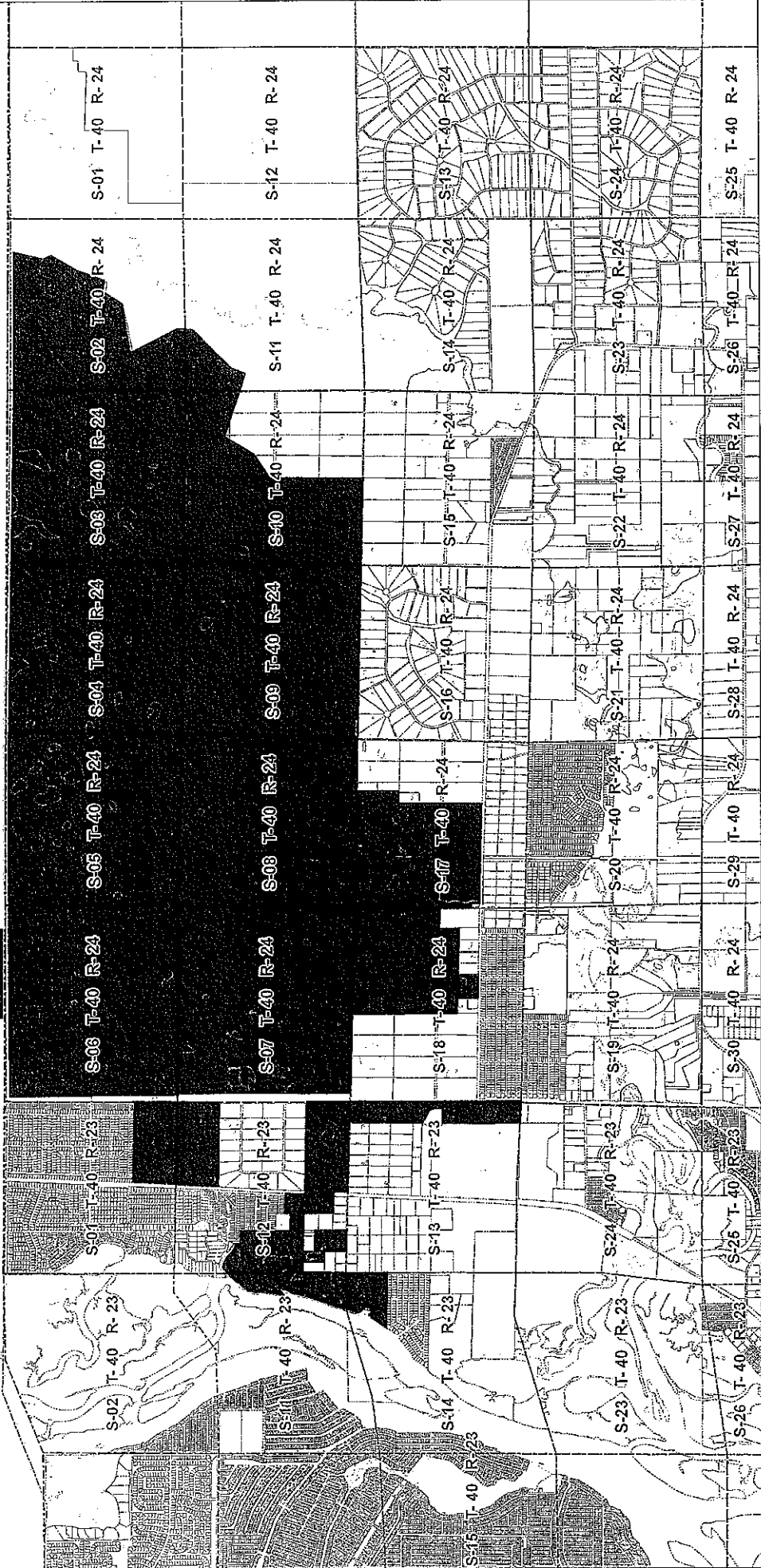


EXHIBIT "A"

EXHIBIT B

ADDITIONAL SUN RIVER CHARLOTTE SERVICE AREA

**PROPOSED EXTENSION OF SERVICE
SUN RIVER UTILITIES (f.k.a. MSM UTILITIES)**

- REQUESTED FRANCHISE BOUNDARY
- ADDITIONAL SEWER AREA OFFERED BY CHARLOTTE COUNTY

De Soto County



Plotting Date: Thursday, May 21, 2009
Title: MSM_UTILITIES_3.8.07.11x17.mxd
Prepared By: cand

Coordinate System:
North Carolina State Plane, Florida West of PIs 8303
Operating System: Microsoft Windows XP Professional
ArcMap Build Number: 9.3.1770
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Disclaimer: This map is a representation of compiled information. It is believed to be accurate and true depiction for the stated purpose. The user of this map is advised to verify the accuracy of the information or otherwise to the accuracy or completeness. We therefore do not accept any responsibility as to its use. This is not a survey nor is it to be used for design. No part of this map may be reproduced or transmitted by any means without the expressed written permission of Charlotte County Utilities.

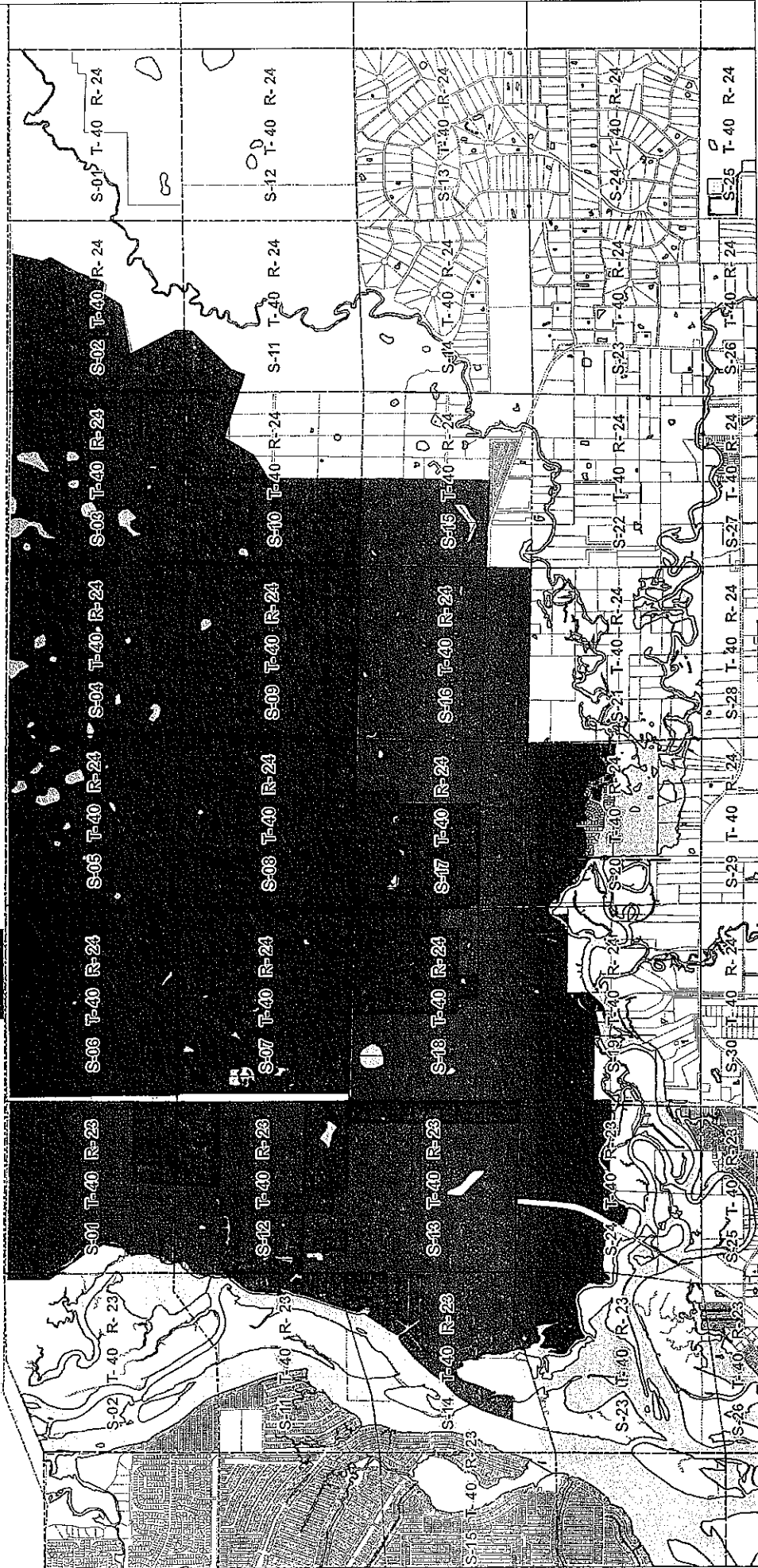


EXHIBIT "B"

EXHIBIT C

SUN RIVER UTILITIES, INC. WATER SUPPLY CONTRACT

THIS CONTRACT, is entered into this _____ day of _____, 2009, by and between Charlotte County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (hereinafter the "County") and Sun River Utilities, Inc., a Florida corporation (hereinafter ("Sun River"))(and collectively the "Parties").

WITNESSETH:

WHEREAS, pursuant to an Application for Original Certificates for an Existing Utility pending before the Florida Public Service Commission, Sun River wishes to provide water and wastewater services to a portion of Charlotte County as more particularly described in Composite Exhibit A attached hereto and made a part hereof (hereinafter "Charlotte Service Area"); and

WHEREAS, the Parties are desirous of entering into a contract to allow Sun River to provide water and wastewater service to the Charlotte Service Area and the Additional Sun River Charlotte Service Area as more particularly described in Exhibit B attached hereto and made a part hereof (hereinafter "Additional Sun River Charlotte Service Area"); and

WHEREAS, Sun River has notified the County that it will require a wholesale water service agreement to serve the Charlotte Service Area and the Additional Sun River Charlotte Service Area); and

WHEREAS, the County has entered into that certain Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority, recorded at Official Records Book 570, Page 981 of the Public Records of DeSoto County, Florida; Official Records Book 2850, Page 1475 of the Public Records of Charlotte County, Florida; Official Records Book 2072, Page 1915 of the Public Records of Manatee County, Florida; and as Instrument # 2005235135 of the Official Records of Sarasota County, Florida; and that certain Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract, recorded at Official Records Book 570, Page 1007 of the Public Records of DeSoto County, Florida; Official Records Book 2850, Page 1501 of the Public Records of Charlotte County, Florida; Official Records Book 2072, Page 1941 of the Public Records of Manatee County, Florida; and as Instrument # 2005235134 of the Official Records of Sarasota County, Florida (hereinafter collectively the "PR/MRWSA Contracts") which have recently been adopted in order to meet the water demand needs of the Charlotte County Utility Service Area water customers and all other water customers in Charlotte County; and

WHEREAS, it is necessary and in the public interest that the County provide potable water to the Charlotte Service Area and Sun River pursuant to the terms of this Sun River Utilities, Inc. Water Supply Contract (hereinafter the "Contract").

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Contract and the Parties hereto agree are true and correct, and of the mutual covenants and agreements, hereinafter set forth, the Parties,

intending to be legally bound hereby agree as follows:

1. **DEFINITIONS:** In the absence of a clear implication otherwise, capitalized terms under this Contract and in the attached exhibits shall have the following meanings:

1.1 Contract Year. The fiscal year of the County (beginning on each October 1, and ending on the following September 30) during the term of this Contract.

1.2 Delivery Point(s). The point(s) of delivery of water by the County under this Contract, as described in Section 5.4.

1.3 Charlotte County Utility Rate Resolution. Charlotte County Utility Rate Resolution Number 2006-170 as amended by Charlotte County Utility Rate Resolution Number 2007-173, and as subsequently amended or superseded pursuant to action by the Charlotte County Board of County Commissioners in the future.

1.4 Effective Date. The date when the last party to this Contract executes the Contract.

1.5 GPM. Gallons per minute.

1.6 Wholesale Water Charge. For any Contract Year, the wholesale rate to be paid by Sun River for water delivered by the County to the Delivery Point(s), as such rate is established and as may be revised from time to time in accordance with the current Charlotte County Utility Rate Resolution, by the Board of County Commissioners of Charlotte County.

2. **TERM.** The term of this Contract shall begin on the Effective Date and end on the 30-year anniversary of the Effective Date, or by mutual agreement of the Parties.

3. CONDITIONS PRECEDENT. All rights, obligations, and liabilities of the Parties shall be subject to the satisfaction of the conditions precedent identified in this Section as follows:

3.1 The complete execution of this Contract by the County and Sun River; and

3.2 The representations set forth in Section 4 are true and correct as of the Effective Date; and

3.3 Delivery by Sun River to the County of an initial Plan of Improvements to illustrate how service is to be provided to existing customers within the Sun River Service Area. Sun River shall update the Plan as new development is approved within the Charlotte Service Area. Said Plan shall be in a format acceptable to the County and shall indicate planned construction start and completion dates. Sufficient distribution system planning must be illustrated to justify requested water allocation in the Water Use and Needs Report. Sun River shall annually update and resubmit said Plan for the County's review on the anniversary of the Effective Date.

4. REPRESENTATION OF THE PARTIES. The Parties make the following representations:

4.1 Both Parties are duly organized and existing in good standing under the laws of the State of Florida; and

4.2 Both Parties have the power, authority, and legal right to enter into and perform the obligations set forth in this Contract, and the execution, delivery, and performance hereof by them (a) has been duly authorized; (b) does not require any other approvals by any other governmental officers or bodies; (c) will not violate any

judgment, order, law, or regulation applicable to either of the Parties; and (d) does not constitute a default under, nor result in the creation of, any lien, charge, encumbrance, or security interest upon the assets of either party under any agreement or instrument to which it is a party or by which the party and its assets may be bound or effected; and

4.3 This Contract has been duly entered into and delivered and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Parties hereto, fully enforceable in accordance with its terms; and

4.4 There is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending, or, to the best of each party's knowledge, threatened against either party, except for the FPSC case which the Parties are settling simultaneously with entering into this Water Supply Contract, wherein any unfavorable decision, ruling, or finding would materially adversely effect the performance by a party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely effect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the parties in connection with the transaction contemplated hereby; and

4.5 The Parties agree that Sun River shall be subject to all rules, regulations and obligations outlined in the Charlotte County Code Chapter 3-8, Article II, concerning regulated utilities, as such may be amended from time to time, in the same manner as any other water franchisee of the County, provided however, that such compliance does not conflict with or duplicate any obligations imposed on Sun River by the Florida Public Service Commission ("FPSC") or by Sun River's approved FPSC Tariff.

4.6 This Contract does not grant any development approvals or commit the County to grant any development approvals. Nothing in this Contract alone shall be deemed to have vested Sun River with any development rights without such rights being approved by the respective County entity at open meetings pursuant to law and pursuant to appropriate comprehensive plan amendments, land development regulations, and development orders. The Parties acknowledge and agree that this Contract shall not limit or restrict the County's discretion in the exercise of its governmental or police powers and shall not constitute a delegation of the County's governmental authority or police powers to Sun River. Sun River acknowledges and agrees that the County's approval to execute this Contract and direct its staff to review any of the development applications for future development (i) in no way restricts the legislative, quasi-judicial or executive discretion of the Charlotte County Board of County Commissioners, Planning and Zoning Board, and other County approval bodies, or staff of the Board of County Commissioners; and (ii) does not guarantee any particular results for Sun River on any future development applications. The parties further acknowledge that all governmental actions to be taken by the County, including County Commissioners, County staff and/or any quasi-judicial boards, regarding the development applications shall be in conformance with applicable laws and ordinances with no guarantees or agreement by the County as to any particular outcomes.

5. DELIVERY OF WATER. During each Contract Year, the County shall use its best efforts to deliver to Sun River its Water, as follows:

5.1 Delivery Schedule. The County shall not be required to provide water to

Sun River, if prohibited by any applicable federal, state, regional, or local statute, rule, ordinance, law, administrative order, or judicial decree or in violation of applicable environmental permits. Further, in the event that at any time there is insufficient potable water available from the Peace River/Manasota Regional Water Supply Authority or any of the other available County Water supply sources to fully meet the Water needs of Sun River's customers, then the Water delivered to Sun River shall be reduced in a manner equivalent to the reductions to the County's water customers.

5.2 Rate of Delivery. For Water supplied solely from the County's Water Allocation from the Peace River/Manasota Regional Water Supply Authority, the County need not deliver water to Sun River at a rate which shall cause the County to exceed its delivery schedule as outlined in Section 10.4 of the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract. In the event that Sun River's rate of water usage causes the County to exceed the delivery schedule as outlined in Section 10.4 of the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract, and the Authority imposes a Conservation Rate upon the County for such demand, Sun River, in addition to the Water Charges outlined in Section 6 herein, shall pay to the County the difference between the Conservation Rate and the County's normal water charges payable to the Authority for the amount of water usage that caused the County to exceed its delivery schedule from the Authority.

5.3 Source of Water. It is the Parties' intent that Sun River and the Peace River/Manasota Regional Water Supply Authority enter into an agreement for the construction and financing of a water transmission line South along Highway 17 from its

current terminus in DeSoto County to a location at or near Palm Shores Boulevard in Charlotte County at no cost to the County. However, the County's obligation to supply Sun River with its Water is not limited to water delivered to the County from the Peace River/Manasota Regional Water Supply Authority ("Authority"). The County may provide water to satisfy Sun River's Water needs from any other source available to the County.

5.4 Delivery Point. The County shall only deliver water to Sun River at its Delivery Point(s) adjacent to Highway 17 at or near Palm Shores Boulevard or such other Delivery Points as may be necessary in the future, as determined by the parties and the Authority.

6. WATER CHARGE. For each Contract Year, Sun River shall pay the County the applicable wholesale water charge as follows:

6.1 Rate Setting Elements. The Water Charge to be paid by Sun River shall take into account:

6.1.1 the source of the Water; and

6.1.2 the County's then-existing Charlotte Utility Wholesale Water Rate.

6.2 Rate Setting. The initial wholesale Water Charge payable by Sun River to the County pursuant to this Contract shall be as set in the County's Rate Resolution as a wholesale water rate (hereinafter the "Initial Wholesale Water Charge").

6.3 Payment. Sun River shall follow the County's Credit and Collection Policy.

6.4 Additional Fees. Upon execution and ratification of this Agreement, Sun

River shall not be liable for payment of the County's Capacity Fees for its existing customers. However, from the date that the County provides any additional water supply source(s) to the Sun River distribution system, Sun River shall be required to pay the County's Capacity Fees for all subsequent connections to the system. Sun River shall apply to the FPSC for authority to charge its new customers a Capacity Fee.

7. WATER QUALITY. The County agrees that the quality and delivery of potable water services provided to Sun River pursuant to this Contract shall be equivalent to that which is delivered to the County's retail customers, both residential and commercial, and will meet all federal, state and local safe drinking water standards; however, any water quality exemptions applying to water obtained from the Peace River/Manasota Regional Water Supply Authority shall also apply to water provided to Sun River, and the County shall not be held to any standards that such water does not meet.

8. WATER MEASUREMENT. The County shall measure all water delivered at the Delivery Point(s) and shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the County shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment installed at the Delivery Point(s) shall be of the standard make and type to meet CCU's technical specifications, installed at a readily accessible location, and shall record flow with an accuracy sufficient to meet all applicable reporting requirements. The cost for said metering equipment and installation thereof shall be the responsibility of Sun River. The cost of any subsequent

calibration, repair or replacement of the metering equipment shall be shared equally by the Parties. The County shall annually check the accuracy of the metering equipment and arrange for recalibration if necessary. Sun River may be present when the metering equipment is checked for accuracy and the test records shall be made available for Sun River's inspection upon reasonable written request. Sun River may request, and the County shall conduct, more frequent testing and recalibration. However, all costs associated with requested testing and recalibration, more frequent than the annual testing and recalibration, shall be at the sole expense of Sun River.

9. PLEDGE OF REVENUES. The County reserves the right to pledge or assign all or any part of the revenues derived from the rates and fees charged under this Contract to the repayment of any loan, bond, or other indebtedness of the County utility system.

10. ASSIGNMENT. No assignment, delegation, transfer, or novation of this Contract or any part hereof shall be made, other than to the Parties' successors in interest, unless approved in writing by both the County and Sun River. Said approval shall not be unreasonably withheld.

11. SUCCESSORS & PARENTS BOUND. Sun River hereby binds itself, its parent companies, its partners, successors, assigns and legal representatives to the County with respect to all covenants of this Contract.

12. FORCE MAJEURE. The County's non-performance of its obligations under this Contract may be excused by the occurrence of strikes, or other labor disputes, damage to or destruction of the facilities delivering water to Sun River, or

prevention of performance by governmental authority or by act of God.

13. NOTICES. All notices or other writings permitted or required to be delivered to the County at its County Administrator's office:

Charlotte County Government
18500 Murdock Circle
Port Charlotte, Florida 33948
Attention: County Administrator

With a copy to:

Charlotte County Attorney's Office
18500 Murdock Circle
Port Charlotte, Florida 33948
Attention: County Attorney

If to Sun River, such notice shall be addressed to the Utility at:

Sun River Utilities, Inc.
5660 Bayshore Road, Suite 36
North Fort Myers, Florida 33917
Attention: A. A. Reeves, Vice President

With a copy to:

Rose, Sundstrom & Bentley, LLP
2548 Blainstone Pines Drive
Tallahassee, Florida 32301
Attention: Robert C. Brannan, Esquire

Any Notice or other document required or allowed to be given pursuant to this Contract shall be in writing and shall be delivered personally, or by recognized overnight courier, or sent by Certified Mail, Postage Prepaid, Return Receipt Requested. The use of electronic communication is not considered as providing proper notice pursuant to this Contract.

14. **DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the County and Sun River and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any other person

15. **AMENDMENT.** This Contract may only be amended by a writing duly executed by the County and Sun River.

16. **CONSTRUCTION & VENUE.** This Contract shall be governed by and construed in accordance with the laws of the State of Florida as well as all applicable local ordinances of the County. Venue for any suit involving this Contract shall be in Charlotte County, Florida or as otherwise mutually agreed by the parties hereto.

17. **SEVERABILITY.** If any part, section, subsection, or other portion of this Contract or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof shall be severable, and the remaining provisions of the Contract, and all applications thereof not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

18. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the Parties with regard to the content herein and has been entered into voluntarily and with independent advice and legal counsel and has been executed by authorized representatives of each party on the date written above. However, this Contract is not to be construed to supercede or in anyway contradict County utility ordinances currently existing or as they shall be amended from time to time. In the event any provision of this Contract contradicts a County utility ordinance, the provision

in the County utility ordinance shall prevail. Further, all construction that Sun River may plan or undertake pursuant to its rights and obligations herein, shall be subject to County review, permitting and approvals in the same manner as all other construction in the County.

19. COUNTY EXCLUSIVE SUPPLIER. So long as the County can supply sufficient supplies of water to meet the needs of Sun River's customers, Sun River agrees that the County and DeSoto County each shall be Sun River's exclusive suppliers of water within each county's respective boundary during the term of this Contract. In the event that the County is unable to supply sufficient water to meet the needs of Sun River's customers, Sun River shall be free to make up the temporary shortage from whatever source is available.

20. WAIVER. Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Contract.

21. FURTHER ASSURANCES. The County and Sun River each shall use all reasonable efforts to provide such information, execute such further instruments and

documents and take actions as may be reasonably requested by the other party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

22. EXHIBITS AND ADDENDUMS. This Contract incorporates the following exhibits and addendums which are attached hereto and made a part hereof:

Exhibit A Sun River Service Areas (DeSoto Park and Charlotte County portions)

Exhibit B Map of Proposed Additional Charlotte Service Territory

23. EXECUTION IN COUNTERPARTS. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA


ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: Anne L. Gahler
Deputy Clerk


By: Patricia M. Duffy
Patricia M. Duffy, Chair



Approved as to form and legal sufficiency:


Janette S. Knowlton, County Attorney MB
LR # 08-405

Attest:


Randy Schenkman,
Executive Vice President

SUN RIVER UTILITIES, INC.

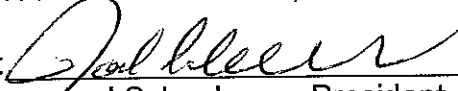
By: 
Joel Schenkman, President

EXHIBIT A

SUN RIVER SERVICE AREA

The following described lands located in Charlotte County, Florida:

The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4, of Section 12, Township 40 South, Range 23 East.

The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4, of Section 12, Township 40 South, Range 23 East.

The NW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

The SW 1/4 of the NW 1/4 of Section 12, Township 40 South, Range 23 East, lying South of Lee Branch Creek

Less and except

The East 1/2 of the NE 1/4 of the SW 1/4 of the NW 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

All of Section 11, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of Hunter's Creek and lying South of Lee Branch Creek.

The NE 1/4 of the SE 1/4 of Section 11, Township 40 South, Range 23 East, lying East of Hunter's Creek.

Together with

The North 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of the Seaboard Coastline Railroad and North of the Southern Right-of-Way of Turbak Road, said Southern Right-of-Way being more fully described as follows:

Commence at the SE corner of the NE 1/4 of the NE 1/4 of said Section 12; thence N 0°19'45"E, along the East line of Section 12, for a distance of 150 feet; thence S 88°55'19" W a distance of 50 feet for a Point of Beginning; thence N 88°55'19" W a distance of 2317.67 feet; thence S 47°46'59" W, a distance of 153 feet more or less to the SW corner of the NE 1/4 of said Section 12.

A portion of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, being more specifically described as follows:

Beginning at the Southeast corner of said Section 12, thence West along the South line of said Section 12, a distance of 2577.55 feet, thence North, a distance of 385.34 feet; thence West, a distance of 531.75 feet, thence North, a distance of 897.20 feet thence West, a distance of 511.21 feet, thence North, a distance of 438.40 feet, thence East a distance of 511.21 feet, thence North, a distance of 178.65 feet; thence East, a distance of 606.14 feet, thence South a distance of 600 feet more or less, thence east, a distance of 2860 feet more or less to the East line of said Section 12, thence South along the East line of said Section 12 to the point of beginning.

The South 1/4 of Section 1, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of Seaboard Coastline Railroad.

The North 1/4 of Section 14, Township 40 South, Range 23 East, Charlotte County, Florida, lying East of Hunters Creek.

Together with

The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

The Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4, of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida. Less and except the Right-of-Way for a public highway along the East side of said land, and Less and except the Right-of-Way for a public road along the North line of said land, and Less and except the following: Commence at the Northeast corner of said Section 13; thence along the North boundary of said Section 13, North 88°26'45" West, 45.15 feet, to the Westerly maintained Right-of-Way line of State Road 35 (US 17) for a point of beginning; thence along said Westerly maintained Right-of-Way line, South 00°23'35" West, 330.28 feet; thence North 88°24'16" West, 8.00 Feet; thence North 00°23'35" East, 330.28 feet, to said North boundary of Section 13; thence along said North boundary, South 88°26'45" East, 8.00 feet, to the point of beginning.

Together with

A portion of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida, being more specifically described as follows:

Commence at the Southeast corner of said Section 13; thence South 87 degrees 21'06" West along the South line of said Section 13, a distance of 91.87 feet to the West right-of-way of State Road #35 (U.S. Highway #17) and the Point of Beginning; thence continue South 87 degrees 21'06" West a distance of 646.51 feet thence North 01 degrees 58'09" West a distance of 2383.80 feet; thence North 88 degrees 27'53" East a distance of 337.71 feet; thence North 01 degrees 32'01" West a distance of 277.75 feet; thence North 30 degrees 58'39" West a distance of 125.00 feet; thence 69 degrees 19'18" West a distance of 312.50 feet; thence North 01 degree 32'07" West a distance of 80.00 feet; thence South 88 degrees 27'53" West a distance of 22.82 feet; thence North 01 degree 32'07" West a distance of 330.00 feet; thence North 02 degrees 46'04" West a distance of 1,700.17 feet; thence North 88 degrees 23'07" East a distance of 329.07 feet; thence North 02 degrees 47'31" West a distance of 635.34 feet to the South right-of-way of Palm Shores Boulevard; thence North 88 degrees 20'46" East a distance of 275.52 feet to the West right-of-way of State Road #35 (U.S. Highway #17); thence South 02 degrees 47'57" East along said right-of-way a distance of 2,006.62 feet; thence South 88 degrees 18'40" West along said right-of-way a distance of 5.28 feet to the point of curvature of a curve to the left having as elements a radius of 11,333.16 feet and a central angle of 03 degrees 02'06.1"; thence along arc of said curve a distance of 600.33 feet to the point of compound curvature of a curve to the left having as elements a radius of 11,585.16 feet and a central angle of 04 degrees 34'53.3"; thence along arc of said curve a distance of 926.37 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 23.40 feet, thence North 87 degrees 21'06" East along said right-of-way a distance of 36.00 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 300.00 feet; thence North 87 degrees 21'06" East along said right-of-way a distance of 10.00 feet; thence South 02 degrees 38'54" East along said right-of-way a distance of 1,439.06 feet to the Point of Beginning.

And

Parcel 1

Section 4, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with

Parcel 2

All of Section 5, Township 40 South, Range 24 East, Charlotte County, Florida, less and except a strip 100 ft wide running Northerly from the S line of the N 1/2 to the N line of the N 1/2 in the W 1/2 of the W 1/2.

Together with

Parcel 3

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with

Parcel 4

The Northeast $\frac{1}{4}$ of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida, less the South 815.85 feet.

Together with

Parcel 5

The South $\frac{1}{2}$ and the Northeast $\frac{1}{4}$ of Section 8, Township 40 South, Range 24 East, Charlotte County, Florida, which parcel includes all of said Section 8, less and except a strip 100 ft wide running northerly from the S line of the S $\frac{1}{2}$ to the N line of the S $\frac{1}{2}$ in the E $\frac{1}{2}$ of the W $\frac{1}{2}$.

Together with

Parcel 6

All of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida, less and except the Northeast $\frac{1}{4}$ of said Section 9.

Plus

The South 815.85 feet of the NE $\frac{1}{4}$ of Section 9, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with

Parcel 7

The West $\frac{1}{2}$ of Section 10, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with

Parcel 8

The Southerly 150 feet of Sections 7 and 8, Township 40 South, Range 24 East, Charlotte County, Florida.

And

A parcel of land lying in Sections 5, 6, 7, and 8, Township 40 South, Range 24 East, Charlotte County, Florida, described as follows:

Begin at the NW corner of said Section 6, thence S 89°43'07" E, along N line of said Section 6, 1,786.20 feet to Point of Beginning; thence S 01°06'38" W along easterly line of Ann H. Ryals property as described in O.R Book 1435, Pages 1513 and 1514, of the Public Records of Charlotte County, Florida, 1287.30 feet; thence S 73°2'33" E along said easterly line, 919.56 feet, thence S 00°41'16" E along said easterly line, 1,116.55 feet to SE corner of said Ryals property; thence N 89°41'03" W along S line of said Ryals property, 2,475.81 feet to the E right-of-way line of State Road 35 (U.S. Highway 17) as monumented; thence S 00°26'53" W along said E right-of-way line, 1,844.49 feet to N line of William E. Roe property as described in O.R. Book 855, Page 1941, Public Records of Charlotte County, Florida, thence S 89°45'11" E along said N line, 1,883.20 feet to NE corner of said Roe property; thence S 00°31'12" W along E line of said Roe property, 118.50 feet to SE corner of said Roe property; thence N 89°45'11" W along S line of said Roe property, 1,585.05 feet to E right-of-way of State Road 35 (U.S. Highway 17) as monumented, thence S 00°20'17" W along said E right-of-way line, 670.37 feet to a point on the S line of said Section 6; thence N 89°49'39" W along said S line and on said right-of-way line of State Road 35 (U.S. Highway 17), 298.00 feet; thence S 00°20'17" W along said E right-of-way line, 677.88 feet; thence S 00°24'44" W along said E right-of-way line, 652.61 feet to N line of Raymond Smith property as described in O.R. Book 963, Pages 2090 and 2091, Public Records of Charlotte County, Florida; thence S 89°32'33" E along N line of said Smith property as monumented by ABS & Associated, Inc., Registered Land Surveyors, 1,138.93 feet to an iron rod set by said registered surveyors for the NE corner of Lot 11 of FLORADONIA SUBDIVISION, as recorded in Plat Book 1, Page 44, Public Records of Charlotte County, Florida; thence S 00°27'48" W along E line of said Smith property and also E line of said Lot 11, 1,326.85 ft. to an iron rod set by said registered surveyors for the SE corner of said Lot 11 in centerline of Catalpa Avenue; thence S 89°08'19" E along said centerline of Catalpa Avenue and along S line of the N 1/2 of Section 7, 4,675.89 feet to the E 1/4 corner of said Section 7; thence S 88°40'35" E, along said centerline and along S line of N 1/2 of Section 8, 3,406.06 feet; thence N 5,380.44 feet to a point on the N line of the S 1/2 of Section 5; thence N 89°00'36" W along said N line, 2,545.405 feet; thence N 07°47'49" W along said W line, 988.17 feet; thence N 39°33'51" W, 1,397.205 feet; thence N 46°23'45" W, 875.12 feet to N line of said Section 6; thence N 89°43'07" W along said N line, 3372.19 feet to Point of Beginning. LESS and except a 100 foot wide strip running northerly from the S line of N 1/2 of Section 8 to the N line of the S 1/2 of Section 5.

And

The South 1/2 of Section 7, Township 40 South, Range 24 East, Charlotte County, Florida Less right-of-way to State Road No. 35 (U.S. Highway No. 17) along West side and less the South 150.00 feet and also less the South 1/8 of Northwest 1/4 of Southwest 1/4.

Also that part of the Southwest 1/4 of Section 8, Township 40 South, Range 24 East, Charlotte County, Florida less the South 150.00 feet.

And

A part of Section 6, Township 40 South, Range 24 East described as follows:

Begin at the NW corner of Section 6, Township 40 South, Range 24 East, thence S 89°38'49" E along North line of said Section 6, 50 feet to East right of way of U.S. Highway 17; thence S 0°30'10" W along said East right of way, 50 feet to Point of Beginning; thence S 89°38'33" E, 1735.61 feet; thence S 1°10'26" W, 1237.08 feet; thence S 73°23'45" E, 919.56 feet; thence S 0°37'28" E, 1116.55 feet; thence N 89°37'15" W, 2626.59 feet to East right of way of U.S. Highway 17; thence N 0°30'10" E along said East right of way, 2,609.46 feet to Point of Beginning, all lying and being in Township 40 South, Range 24 East, Charlotte County, Florida.

LESS AND EXCEPT PARCEL 105

That portion of the Northwest quarter and the Southwest quarter of Section 6, Township 40 South, Range 24 East, Charlotte County, Florida, being described as follows:

Commence at the Northwest Corner of Section 6, Township 40 South, Range 24 East; thence along the north line of said Section 6, S 89°43' 07" E, 0.39 feet to the survey base line of State Road 35 (U.S. Highway No. 17); thence along said survey base line S 00°29'34" W, 50.00 feet; thence S 89°42'41" E, 49.85 feet for a Point of Beginning, said point lying on the easterly existing right of way line of State Road 35 (U.S. Highway 17) (per deed exception, Official Records Book 836, Page 595); thence continue S 89°42'41" E, 152.35 feet thence S 00°29'34" W, 1,533.83 feet, thence S 00°26'93" W, 1,075.70 feet; thence N 59°41'03' W, 150.74 feet to said easterly existing right of way line; thence along said existing right of way line, N 00°21'54" E, 13.93 feet to the south line of the Northwest quarter of said Section 6; thence continue along said easterly existing right of way line, N 00°36'22" E, 2,595.52 feet to the Point of Beginning.

Together with

A portion of Sections 17 & 18, Township 40 South, Range 24 East, Charlotte

County, Florida, being more particularly described as follows:

Beginning at the northwest corner of said Section 17, Township 40 South, Range 24 East, thence South 89°12'01" East, a distance of 3670.96 feet along the North line of Section 17; thence South 00°34'08" West, a distance of 1319.39 feet; thence North 89°10'55" West, a distance of 400.63 feet; thence South 00°35'02" West a distance of 2562.50 feet; thence North 88°36'17" West, a distance of 961.33 feet; thence North 01°38'32" East, a distance of 10.23 feet; thence North 88°37'57" West, a distance of 700.15 feet; thence South 01°26'04" West, a distance of 10.00 feet; thence North 88°31'23" West, a distance of 47.79 feet; thence North 89°00'58" West, a distance of 1345.95 feet; thence North 00°20'43" West, a distance of 269.02 feet; thence North 89°09'14" West, a distance of 159.92 feet; thence North 00°14'38" West, a distance of 964.18 feet; thence North 88°49'13" West, a distance of 654.72 feet; thence South 00°09'14" East, a distance of 620.47 feet; thence South 88°53'32" East, a distance of 1425.59 feet; thence South 00°44'50" West, a distance of 628.61 feet; thence North 89°05'26" West, a distance of 53.45 feet; thence North 01°06'14" East, a distance of 9.92 feet; thence North 89°10'01" West, a distance of 308.04 feet; thence North 89°10'07" West a distance of 357.08 feet; thence North 00°34'59" East, a distance of 622.09 feet; thence North 88°53'32" West, a distance of 476.00 feet; thence North 00°06'42" West, a distance of 3268.77 feet to the North line of Section 18, Township 40 South, Range 24 East; South 88°29'58" East, along the North line of Section 18, a distance of 3271.22 feet to the Point of Beginning.

Less and Except the following described abandoned railroad right-of-way:

A 100 foot wide strip of land lying with Section 17, Township 40 South, Range 24 East, Charlotte County Florida, said strip of land lying 50 feet each side of the following described Centerline:

Beginning at the Northwest corner of said Section 17, Township 40 South, Range 24 East, South 89°12'01" East, a distance of 1568.05 feet, to the Centerline; thence South 00°12'53" West, a distance of 3855.30 feet along said Centerline to a point on the Northerly right-of-way line of State Road 764, also known as Washington Loop Road.

Together with

All of Section 3, Township 40 South, Range 24 East, Charlotte County, Florida.

Together with portions of Sections 10, 11 & 2, Township 40 South, Range 24 East, Charlotte County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 10, thence N 88°35'55" W, along the South line of said Section 10, a distance of 2711.65 feet to the South ¼

corner of said Section 10; thence N 01°16'01" E, leaving said South line of Section 10, a distance of 2868.63 feet to a Point of Beginning; thence N 55°38'29" E, a distance of 813.61 feet; thence N 32°31'48" E, a distance of 1070.25 feet; thence S 72°17'21" E, a distance of 2065.42 feet; thence N 21°02'51" E, a distance of 405.77 feet; thence N 08°23'14" E, a distance of 26.47 feet; thence N 40°01'38" E, a distance of 1212.23 feet; thence N 90°00'00" E, a distance of 165.03 feet; thence N 37°31'10" E, a distance of 179.97 feet; thence N 44°14'18" E, a distance of 153.32 feet; thence N 06°13'24" E, crossing the South line of said Section 2, a distance of 474.86 feet; thence N 26°19'16" W, a distance of 1554.13 feet; thence N 78°25'26" E, a distance of 1535.88 feet; thence N 31°07'54" E, a distance of 682.02 feet; thence S 82°30'42" E, a distance of 339.94 feet; thence N 19°50'47" E, a distance of 822.67 feet; thence N 23°37'01" E, a distance of 69.24 feet; thence N 29°18'40" E, a distance of 929.37 feet; thence N 02°52'17" W, a distance of 34.64 feet; thence N 24°11'12" W, a distance of 242.50 feet; thence N 13°29'12"E, a distance of 1111.94 feet to a point on the North line of said Section 2; thence N 89°36'54" W, along said North line of Section 2, a distance of 4291.62 to the Northwest corner of said Section 2; thence S 00°09'15" W, along the West line of said Section 2, a distance of 5289.16 feet to the Southwest corner of said Section 2; thence N 88°35'55" W along the North line of said Section 10, a distance of 2711.65 feet to the North 1/4 corner of said Section 10; thence S 01°16'01" W, a distance of 2554.67 feet to the Point of Beginning;

Together with the following described lands located in DeSoto County, Florida:

All of Section 31, Township 39 South, Range 24 East, DeSoto County, Florida.

Along with:

The South 1/2 of the South 1/2 of Section 30, Township 39 South, Range 24 East, DeSoto County, Florida.

Less and Except:

Road Right-of-Way for U.S. Highway #17 (State Road #35).

Also Less and Except:

A portion of Section 30 & 31, Township 39 South, Range 24 East, DeSoto County, Florida, being more specifically described as follows:

Commence at the Southwest corner of said Section 31, thence South 89° 41' 45" East along the South line of said Section 31, a distance of 50.39 feet to the East of right-of-way line of U.S. Highway #17 (100 feet wide); thence North 0° 24' 39" East along said East right-of-way line, a distance of 3,728.32 feet to the intersection of the East right-of-

way of U.S. Highway #17 and the North right-of-way of Enterprise Blvd., said point being the Point of Beginning; thence South 89° 34' 59" East along the North right-of-way of said Enterprise Blvd., a distance of 2138.80 feet; thence North 0° 11' 34" East along said right-of-way, a distance of 55.00 feet; thence South 89° 34' 59" East along said right-of-way, a distance of 441.24; thence North 00° 11' 14" East, a distance of 1524.75 feet to the North line of Section 31; thence North 00° 34' 13" East, a distance of 1333.50 feet to the North line of the South 1/2 of the South 1/2 of said Section 30; thence North 89° 30' 57" West along the North line of the South 1/2 of the South 1/2 of said Section 30, a distance of 2563.24 feet to the East right-of-way of U.S. Highway #17; thence South 00° 52' 15" West along said right-of-way, a distance of 1793.74 feet; thence South 00° 25' 15" West, along said right-of-way, a distance of 586.65 feet; thence South 00° 23' 47" West along said right-of-way, a distance of 535.91 feet to the Point of Beginning.

Less and Except: (Tower Site)

A portion of Section 31, Township 39 South, Range 24 East, DeSoto County, Florida, being more specifically described as follows:

Commence at the Southwest corner of said Section 31; thence South 89° 41' 45" East along the South line of said Section 31, a distance of 50.39 feet to a point on the East right-of-way of U.S. Highway #17; thence North 0° 24' 39" East along said right-of-way, a distance of 126.12 feet; thence South 89° 41' 45" East, a distance of 197.83 feet to the Point of Beginning; thence continue South 89° 41' 45" East, a distance of 270.00 feet; thence North 0° 18' 15" East, a distance of 396.55 feet; thence North 89° 41' 45" West, a distance of 270.00 feet; thence South 0° 18' 15" West, a distance of 396.55 feet to the Point of Beginning.

PROPOSED EXTENSION OF SERVICE
 SUN RIVER UTILITIES (f.k.a. MSM UTILITIES)
 REQUESTED FRANCHISE BOUNDARY

De Soto County



Plotfile Date: Thursday, May 21, 2009
 Title: MSM UTILITIES_3.8.07.11X17.mxd
 Prepared By: chad
 Coordinate System:
 NAD 1983 StatePlane Florida West FIPS 9802
 Operating System: Microsoft Windows XP Professional
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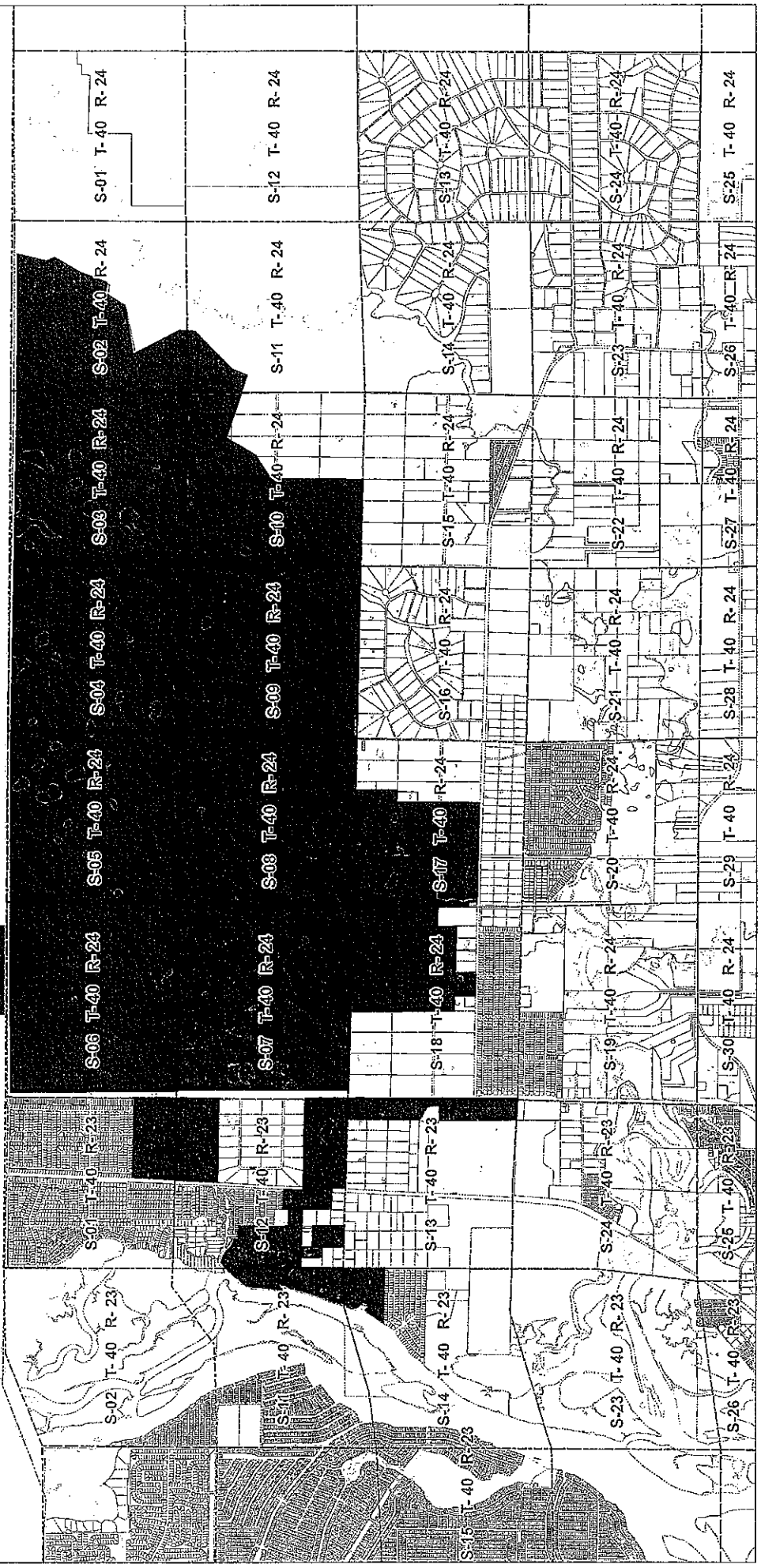


EXHIBIT "A"

EXHIBIT B

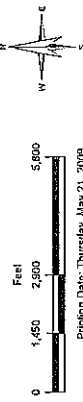
MAP OF PROPOSED ADDITIONAL CHARLOTTE SERVICE TERRITORY

Sun River Utilities/Charlotte County/Charlotte Sun River Agreement 052809 clean

{00001106.DOC}41

**PROPOSED EXTENSION OF SERVICE
SUN RIVER UTILITIES (f.k.a. MSJM UTILITIES)**
 REQUESTED FRANCHISE BOUNDARY
 ADDITIONAL SEWER AREA OFFERED BY CHARLOTTE COUNTY

De Soto County



Printing Date: Thursday, May 21, 2009
 Title: MSJM_UTILITIES_3_8_07_11X17.mxd
 Prepared by: cauld
 Created by: cauld
 Date: 5/11/09
 Operating System: Microsoft Windows XP Professional
 Anshap Build Number: 8.3.1770
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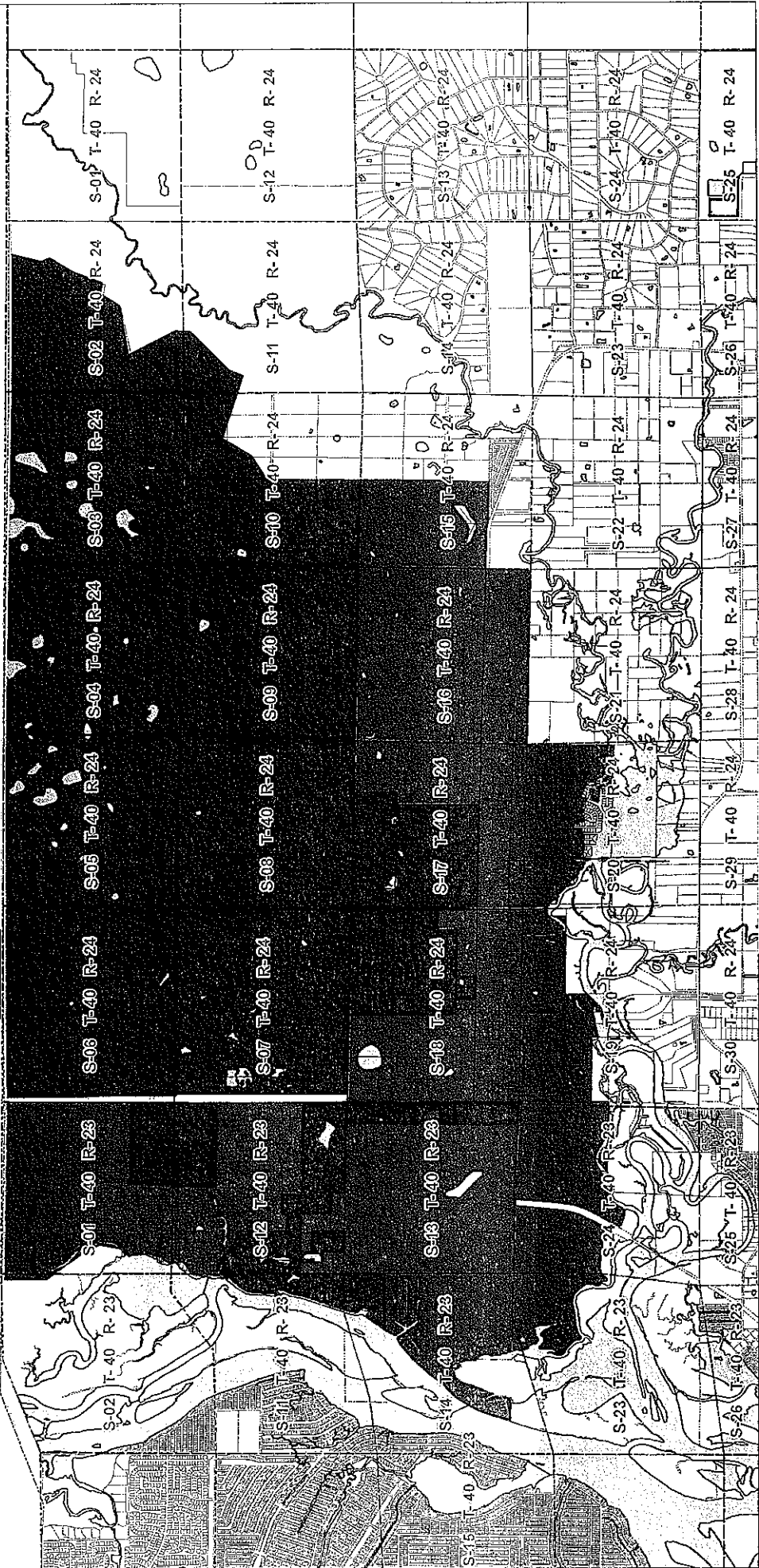


EXHIBIT "B"