

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

November 10, 1998

981589-WU

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

**RE: Application For Transfer to Governmental Authority  
Utilities, Inc. of Florida / Druid Isle Water System  
Orange County, Florida  
Certificate No. 40-W**

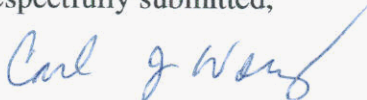
Dear Ms. Bayo:

Please be advised that Utilities, Inc. of Florida (UIF) has entered into an agreement with the City of Maitland for the sale of its Druid Isle/Druid Hills Estates water system. This sale involves only a portion of UIF's various Orange County service territories.

Forwarded with this letter is an original and five (5) copies of an application package for the transfer of the Druid Isle/Druid Hills Estates water system to the City of Maitland. Pursuant to the enclosed Purchase Agreement, the City of Maitland will take over the system on December 15, 1998. Also enclosed is FLPSC Certificate 40-W.

If you have any questions, please contact me directly.

Respectfully submitted,



Carl J. Wenz  
Vice President, Regulatory Matters

cc: Mr. Ben Girtman, Esq.  
Mr. Dean Sprague, Maitland City Manager

MAIL ROOM  
NOV 10 1998  
2- NOV 10 1998  
DOCUMENT NUMBER-DATE  
12700 NOV 12 1998  
FLPSC-RECORDS/REPORTING



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

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

2335 Sanders Rd.  
Street address

Northbrook IL 60062  
City State Zip Code

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

City of Maitland  
Name of utility

(407) 539-6200  
Phone No.

1776 Independence Lane  
Office street address

Maitland FL 32751  
City State Zip Code

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

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

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

Mr. Dean Sprague, City Manager (407) 539-6200  
Name Phone No.

1776 Independence Lane  
Office street address

Maitland FL 32751  
City State Zip Code

**PART II FINANCIAL INFORMATION**

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

    Closing is set for December 15, 1998    

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

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

**PART III CERTIFICATION**

**A) TERRITORY DESCRIPTION**

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

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

**B) TERRITORY MAPS**

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

**C) TARIFF SHEETS**

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

**PART IV AFFIDAVIT**

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

BY: Carl J. Wenz  
Applicant's Signature

Carl J. Wenz  
Applicant's Name (Typed)

V.P., Regulatory Matters  
Applicant's Title \*

Subscribed and sworn to before me this 10TH of NOVEMBER 19 98.

Phil Ann Scully

Notary Public  
**OFFICIAL SEAL**  
**PHIL ANN SCULLY**

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

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Application For Transfer to Governmental Authority  
Utilities, Inc. of Florida / Druid Isle Water System  
Orange County, Florida  
Certificate No. 40-W

**EXHIBIT A**

**October 20, 1998 Purchase Agreement Between U.I. of Florida and the  
City of Maitland**

(see attached)

**DRUID ISLE AND DRUID HILLS/DRUID HILLS ESTATES  
WATER SYSTEM**

**PURCHASE AGREEMENT**

AGREEMENT entered into this 20 day of October, 1998  
between Utilities, Inc. of Florida, a Florida corporation ("Owner"), and The City of  
Maitland, a Florida Municipality ("City"):

**WITNESSETH**

WHEREAS, Owner presently owns and operates a central water supply, storage  
and distribution system (hereinafter referred to as the "Facilities") serving the  
residential communities of Druid Isle and Druid Hills/Druid Hills Estates, located in  
Orange County Florida (hereinafter referred to as the "Service Area") and more  
fully described in Exhibit 1 attached, and

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

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

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

**I. Agreement to Purchase and Sell**

- a) The City agrees to purchase the Facilities from Owner upon the terms  
and conditions hereinafter set forth and Owner, upon such terms and  
conditions, agrees to sell the Facilities at the Closing (as hereinafter  
defined) to the City. City agrees that the Facilities are to be acquired by  
the City in an "AS-IS-WHERE-IS WITH ALL FAULTS" condition, except as  
specifically set forth herein. City agrees that, except as specifically set  
out herein, Owner has made no representations or warranties as to the  
condition of the Facilities and that the City will rely on its own  
investigations and due diligence with regard to the condition of the  
Facilities.
- b) Owner warrants that as of the date of the Closing, the Facilities and  
water system defined herein shall be in substantial compliance with  
applicable Florida Public Service Commission (PSC), Florida Department  
of Environmental Protection (DEP), and Federal Environmental



Protection Administration (EPA) water quality and pressure standards. In the event the Facilities are not in substantial compliance with required regulatory standards, City shall have the option to not purchase Facilities.

2. Description of the Facilities

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

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

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

- a) One well and pumping facilities; well controls, real property as described in Exhibit 2, and water treatment facilities; one (1) pneumatic water storage tank; all water distribution mains, service lines, meters, valves, hydrants, and all other property, inventory and appurtenances located on site (other than vehicles) used in connection with the operation of the central water system as they pertain to the Owner's operations in the Service Area.
- b) To the extent that they exist, all rights, franchises, permits, approvals, consents, licenses, easements, contracts, right-of-way grants, water use permits, and all claims or rights of action (excluding water sales accounts receivable), customer and billing lists, customer deposits, meter books, maps, surveys, title reports, charts, plans, and customer records belonging to or comprising any part of the Facilities used or useful in connection therewith.

3. Closing

- a) The Closing hereunder (the "Closing") shall take place at the offices of Utilities, Inc. of Florida on December 15, 1998, or such earlier date as the parties hereto may agree, but in no event, prior to the date the City receives a letter of clearance from DEP for the construction of the necessary watermain upgrades listed in this Agreement under paragraph 12(e). TIME IS OF THE ESSENCE.

- b) At the Closing, and upon due performance by the City of its obligations under the Agreement, Owner shall deliver to the City:
  - (i) such bills of sale, assignment and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance reasonably satisfactory to the City Attorney, as shall be required in the sole opinion of the City Attorney in order to effectively vest in the City, Owner's title to all of the Facilities of Owner contained in the Service Area in accordance with this Agreement. The City and Owner agree that the form of deed satisfactory to both parties for conveyance of the Facilities shall be a special warranty deed, or such other document as may be required by regulatory agencies.
  - (ii) all of the service agreements, files, documents, papers, books and records pertaining to the business conducted by Owner in the Service Area other than its minute books, stock records and other records reasonably needed by Owner, and
  - (iii) all permits, licenses, certificates or franchises issued or granted to Owner by any governmental authority, department or agency in connection with any authorization related to the construction, operation or maintenance of the Facilities in the Service Area.
- c) At the Closing, the City shall be responsible for:
  - (i) Payment of the Purchase Price as described herein; and,
- d) Owner shall be responsible for payment of all costs and expenses necessary to obtain Florida Public Service Commission (PSC), or other regulatory approval with respect to the sale and purchase of the Facilities, as contemplated in this Agreement.
- e) The Closing shall be held at the offices of Utilities, Inc. of Florida at the address provided below, or such other location agreed upon by the parties.

Utilities, Inc. of Florida  
200 Weathersfield Avenue  
Altamonte Springs, Florida 32714

4. Purchase Consideration

The Purchase Price (the "Purchase Price") for the Facilities shall total One Hundred Fifty-Nine Thousand dollars (\$159,000), representing One Thousand Six Hundred dollars (\$1,600) for each of the Ninety (90) residential customers within the Service area and \$15,000 as compensation to Owner for costs

associated with gaining regulatory approval under paragraph 3(d) as listed above. Purchase Price is payable in full at Closing.

5. Representations and Warranties and Agreements of Owner

Owner represents, warrants and agrees that:

- a) Owner is and at the Closing will be a corporation duly organized and existing and in good standing under the laws of the State of Florida and authorized to do business in Florida.
- b) Prior to the Closing, Owner will take all necessary corporate action to authorize the execution, delivery and performance on its part of this Agreement, and the performance hereof by it will not be in contravention of its Articles of Incorporation or By-Laws.
- c) Except as provided below, Owner shall operate and maintain the Facilities as a going concern prior to Closing, conducting such maintenance and repairs as may be necessary in the usual and regular course of business or as required by any government body, commission, board or agency with lawful jurisdiction over Owner. Further, Owner shall not sell or otherwise dispose of any part of the Facilities. Owner shall not be responsible for any repairs or replacements which exceed 1.0% of the Purchase Price. In the event that such extraordinary repairs or replacements are necessary or prudent, Owner will contact City and determine whether City wishes to pay the excess over 1.0% of the Purchase Price. If City does not agree to pay the excess, Owner shall have the option of paying the excess or terminating this Agreement, discharging both parties from any obligations under this Agreement, with no liability to either party.
- d) Prior to Closing, but after the execution of this Agreement, Owner shall afford the City access to the business premises, and properties of Owner, and shall afford the City access to the books and records of the Owner and will furnish such additional financial and operating data as to the business and property of Owner in the Service Area as the City may reasonably require. Owner need only provide such records in the form normally kept by Owner.
- e) To the best of Owner's knowledge, there are no pending or threatened actions at law or suits in equity of any nature involving Owner's operations or Facilities in the Service Area.

f) Other than the commitment to provide water service to customers within the Service Area and month-to-month supply vendor agreements, there are no outstanding contracts or obligations of any nature between Owner and any other party.

g) Owner agrees to support the City as reasonably necessary in obtaining any approvals or other actions required by the Commission or any other regulatory body or agency, in the transfer of ownership of the subject Facilities from Owner to the City.

6. Property Taxes

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

7. Electric Power Bills and Other Non-Billed Expenses

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

8. Billed and Non-Billed Accounts

Amounts due the Owner for water services billed and non-billed at the Closing shall be provided for as follows:

a) Accounts receivable of Owner for billed but unpaid water utility service shall remain the property of Owner.

b) With regard to non-billed amounts, all meters for each of Owner's customers shall be read on the date of Closing, or as near thereto as reasonably practicable, with a representative of both the City and Owner present at such reading. Water bills for this period will be sent to all customers by Owner, and the amount of such accounts receivable shall remain the property of Owner.

c) Within sixty (60) days after the Closing, Owner may furnish the City with a list of all unpaid accounts as set forth in Paragraphs 8a) and 8b) herein, and the City shall use reasonable efforts to attempt to collect the unpaid bills for and on behalf of Owner including termination of the customers' service pursuant to the law, but the City shall not be liable to Owner for any amounts not collected. City shall not be responsible for initiating legal actions to collect unpaid bills.

9. Additional Obligations of Owner

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

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

10. Additional Documents

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

11. Public Service Commission Approval

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

12. Representations, Warranties and Agreement of the City

The City represents, warrants and agrees that:

- a) The City will provide water service, effective day following the Closing date, to residential and commercial developments within the Service Area, thereby relieving Owner of any further obligation in this connection;
- b) The City has taken, or will take prior to the Closing, all necessary legal action to authorize the execution, delivery, and performance on its part of this Agreement;

- c) The performance by the City contemplated herein will not be in contravention of its charter or the laws of the State of Florida or any contract or agreement to which the City is a part or subject; and
- d) The Agreement will be a legal and binding obligation of the City, enforceable in accordance with its terms.
- e) After the execution of this Agreement, at its sole option, the City will begin construction of watermain upgrades necessary for the successful transition of Owner's system to City that will provide adequate pressures and volumes to the neighborhood as required by all regulatory agencies.

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

The City agrees to furnish to Owner at the Closing:

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

14. Survival of Representations and Warranties and Indemnification

- (a) The representations, warranties, and agreements herein shall survive and continue in effect through Closing.
- (b) Owner agrees to indemnify the City, its successors and assigns, and hold it harmless against any loss, damage, liability, expense, or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Owner under this Agreement.
- (c) The City agrees to indemnify Owner, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost, accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement made or to be performed by the City under this Agreement. The City also agrees to indemnify Owner, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost, accruing or resulting from post-Closing business or operations of the Facilities.

15. Exhibits

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

16. Finder's or Broker's Fees

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

17. Notices

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

If to City:

City of Maitland Florida  
1776 Independence Lane  
Maitland, FL 32751  
Attn: Mr. Dean Sprague  
City Manager

If to Owner:

Utilities, Inc. of Florida  
2335 Sanders Road  
Northbrook, Illinois 60062  
Attn: Mr. James L. Camaren  
Chairman of the Board & Chief Executive Officer

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

18. Binding Effect and Applicable Law

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

19. Severability

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

20. Laws Governing

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

21. Other Agreements

Any and all prior agreements, written or oral, among the parties hereto relating to the purchase and sale of the Facilities and certificates serving Druid Isle and Druid Hills/Druid Hills Estate are hereby void and of no further force or effect.

22. Amendments

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

23. Section Headings for Convenience Only

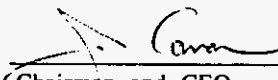
Section headings used in this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the parties hereto agree that they shall be disregarded in construing the provisions of this Agreement.

24. Submission of Agreement Not an Offer

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


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

UTILITIES INC. OF FLORIDA

By:   
Chairman and CEO

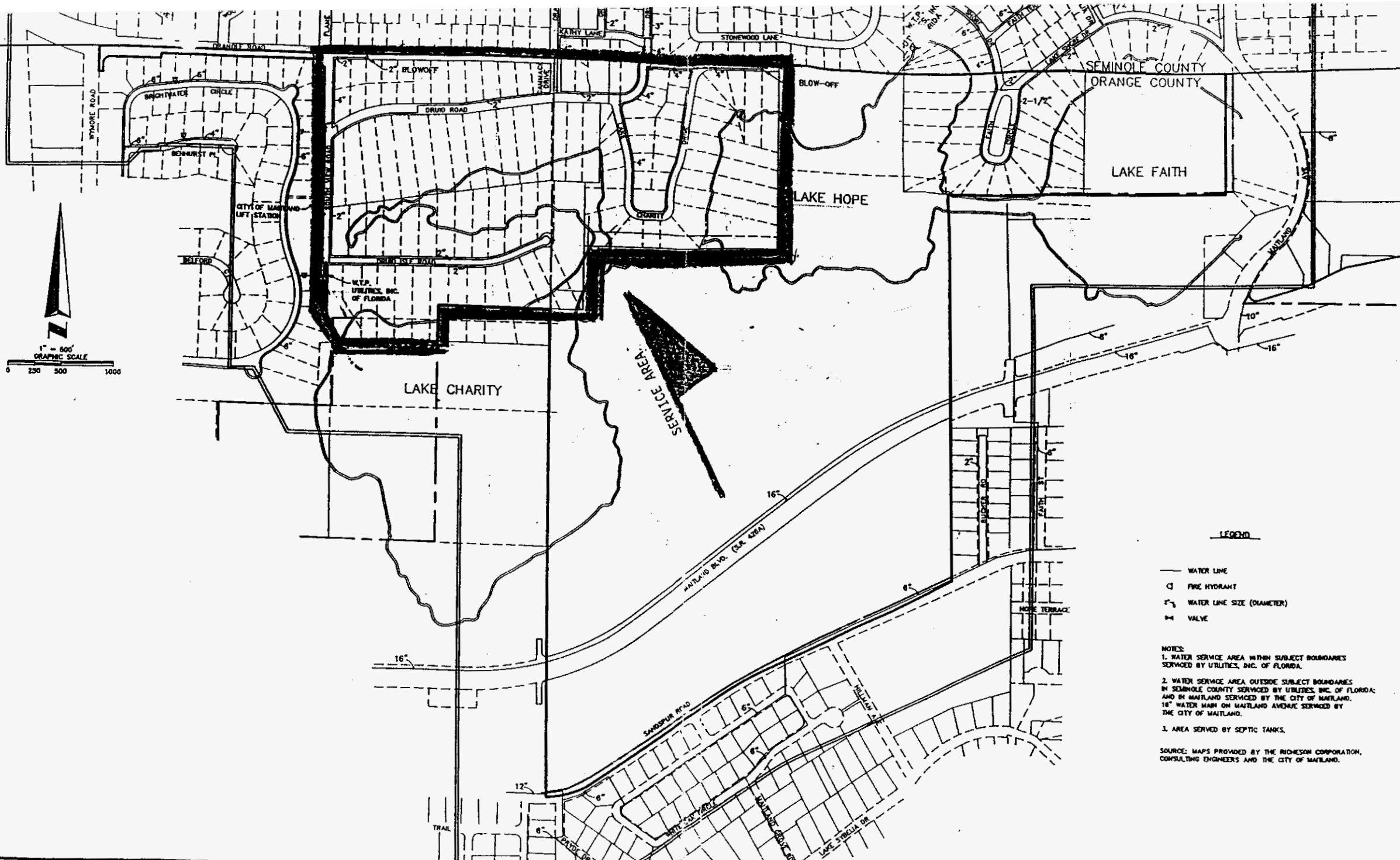
ATTEST: 

THE CITY OF MAITLAND, FLORIDA

By: 

ATTEST:  
Donna L. Williams





**LEGEND**

- WATER LINE
- FIRE HYDRANT
- 2" WATER LINE SIZE (DIAMETER)
- W VALVE

- NOTES:**
1. WATER SERVICE AREA WITHIN SUBJECT BOUNDARIES SERVED BY UTILITIES, INC. OF FLORIDA.
  2. WATER SERVICE AREA OUTSIDE SUBJECT BOUNDARIES IN SEMINOLE COUNTY SERVED BY UTILITIES, INC. OF FLORIDA; AND BY MAITLAND SERVED BY UTILITIES, INC. OF FLORIDA. 18" WATER MAIN ON MAITLAND AVENUE SERVED BY THE CITY OF MAITLAND.
  3. AREA SERVED BY SEPTIC TANKS.

SOURCE: MAPS PROVIDED BY THE RICHESON CORPORATION, CONSULTING ENGINEERS AND THE CITY OF MAITLAND.

REVISIONS	BY	DATE	REVISIONS	BY	DATE

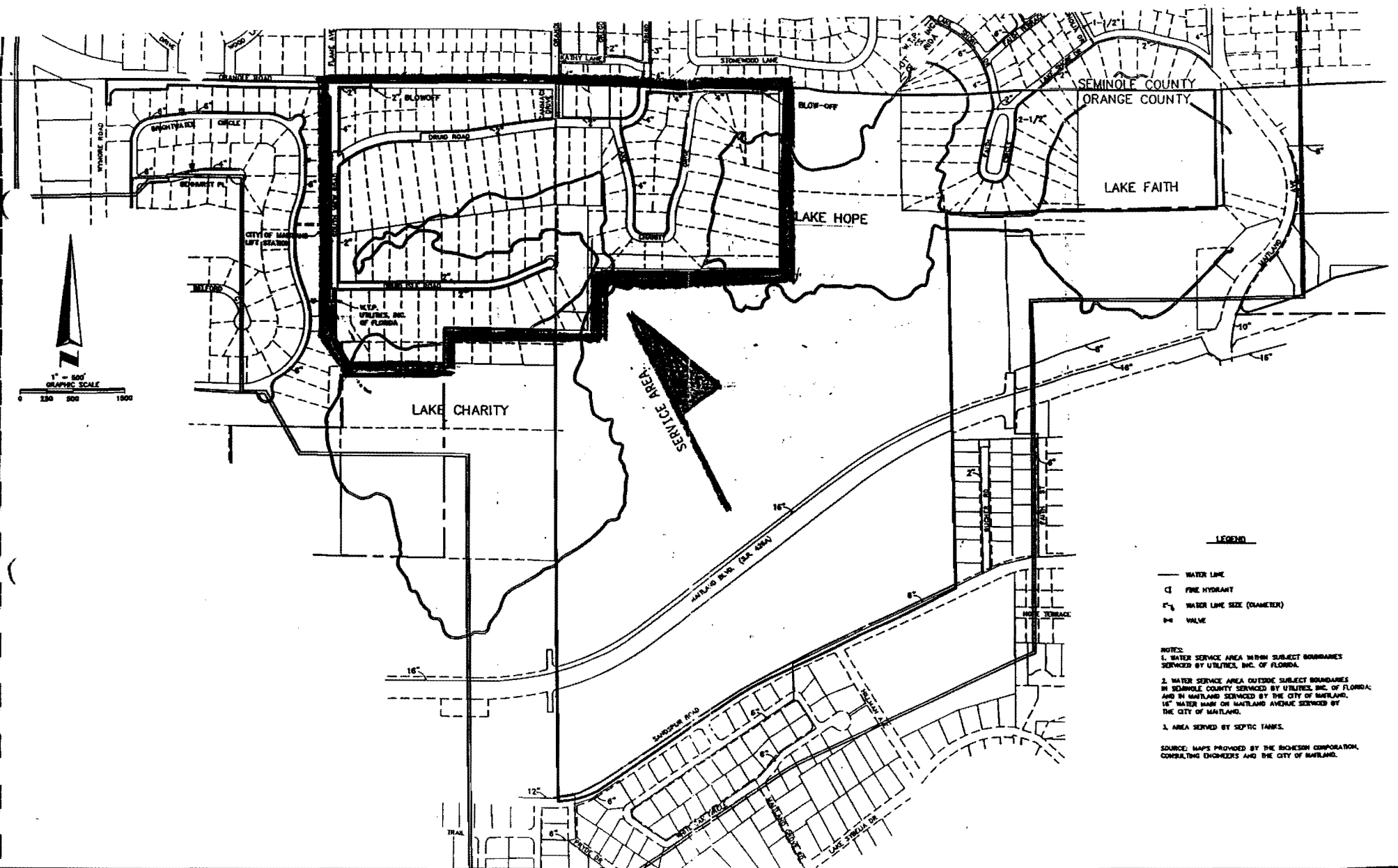
**City of Maitland**  
COMMUNITY DEVELOPMENT DEPARTMENT

TOPO	DATE	DESIGN	DATE	SCALE

EXHIBIT 1

UTILITY MAP

CONTRACT NO. 04-110  
DATE: 10/10/08  
SCALE: 1" = 500'



**LEGEND**

- WATER LINE
- FIRE HYDRANT
- 2" WATER LINE SIZE (DIAMETER)
- ⊕ VALVE

**NOTES:**  
 1. WATER SERVICE AREA WITHIN SUBJECT BOUNDARIES SERVED BY UTILITIES, INC. OF FLORIDA.  
 2. WATER SERVICE AREA OUTSIDE SUBJECT BOUNDARIES IN SEMINOLE COUNTY SERVED BY UTILITIES, INC. OF FLORIDA; AND IN HAWFLAND SERVED BY THE CITY OF HAWFLAND; 18" WATER MAIN ON HAWFLAND AVENUE SERVED BY THE CITY OF HAWFLAND.  
 3. AREA SERVED BY SEPTIC TANKS.

SOURCE: MAPS PROVIDED BY THE BOKESMITH CORPORATION, CONSULTING ENGINEERS AND THE CITY OF HAWFLAND.

REVISIONS	BY	DATE	REVISIONS	BY	DATE

**City of Hawthland**  
 COMMUNITY DEVELOPMENT DEPARTMENT

TOPOG	DATE	DESIGN	SCALE	DATE

EXHIBIT 1

UTILITY MAP

DATE: 10/20/00  
 DRAWN BY: J. J. ...  
 CHECKED BY: ...  
 SCALE: 1" = 500'

25-21-29-2236-00281

001630 DRUID ISLE

RD

UTILITIES INC OF FLORIDA  
2335 SANDERS ROAD

MILL 06	TOT AREA 00000000000	NO.BED 00000
CITY E	HEAT AREA 00000000000	NO.BATH 00000
USE 9100	PAR ACRE 000000000	YR BLT - -
SALE DT 06-01-1976	SALE PRICE 00000004800	

NORTHBROOK IL 60062-6108  
 TAXABLE 00000000050  
 TOTAL 00000000050  
 ASSESSED 00000000050  
 BLDG VAL 00000000000

LEGAL:  
 DRUID ISLE U/124  
 N 60 FT OF W 20 FT OF LOT 28  
 2756/242

1997

### WATER TREATMENT PLANT, SOUTH VIEW ROAD

#### Legal Description

North 60 Feet of West 20 Feet of Lot 28, Druid Isle Subdivision, Plat Book U, Page 124, Orange County, Florida (dated June 1, 1956).

#### Note:

Balance of Lot 28, Druid Isle Subdivision was transferred to Maitland Club Subdivision and is now part of Lot 27, Replat of Maitland Club Subdivision, Plat Book 32, Page 101, Orange County, Florida (dated April 14, 1994).

EXHIBIT 2

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Application For Transfer to Governmental Authority  
Utilities, Inc. of Florida / Druid Isle Water System  
Orange County, Florida  
Certificate No. 40-W

**EXHIBIT B**

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

Utilities, Inc. of Florida is currently holding \$270 of customer deposits from 9 customers. These deposits and accrued interest for 1998 will be paid to the customers via credit on the last billing or by direct payment.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Application For Transfer to Governmental Authority  
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**EXHIBIT C**

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

The Druid Isle/Druid Estates water system is only a portion of UIF's operation. The Regulatory Assessment Fees (RAF) for this system will be included with UIF's next RAF Return, which is due by March 31, 1999.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

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**EXHIBIT D**

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

UIF and the City of Maitland have been discussing the sale of the Druid Isle / Druid Hills Estate water system for several years. The City of Maitland was provided with UIF's 1995 Annual Report to the FLPSC, which at the time it was provided, was the most recent available.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Application For Transfer to Governmental Authority  
Utilities, Inc. of Florida / Druid Isle Water System  
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**EXHIBIT E**

**Revised Territory Description**

A revised territory map and territory description are being prepared. This will be a late-filed exhibit.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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**EXHIBIT F**

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

A revised territory map and territory description are being prepared. This will be a late-filed exhibit.



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**EXHIBIT G**

**Revised Tariff Sheets**

(see attached)

First Revised Sheet No. 3.2-C  
Cancels Original Sheet No. 3.2-C

UTILITIES, INC. OF FLORIDA  
WATER TARIFF - Orange County

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Carl J. Wenz  
Vice President

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