



March 20, 2000

Via Federal Express

Ms. Blanca Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

000333 - WU

RE: Application for Transfer of Water Facilities in Orange County from
Tangerine Water Company, Inc. to Florida Water Services Corporation

Dear Ms. Bayo:

Enclosed are an original and seven copies of Florida Water Services Corporation ("Florida Water") Application for Transfer of Water Facilities of Tangerine Water Company, Inc. ("Tangerine Water") to Florida Water. A check in the amount of \$750.00 representing the required filing fees, is also enclosed.

Florida Water closed on the Acquisition of Tangerine Water on January 7, 2000. Consistent with Section 367.071 (1), Florida Statutes, this Acquisition is contingent on the Commission's approval.

Also enclosed are the original certificate and an original and two copies of the tariff sheets to forward to the Division of Water and Wastewater.

Kindly acknowledge receipt of the enclosed by date-stamping the copy of this letter and returning it in the self-addressed, stamped envelope which is enclosed for your convenience.

Should the Commission need any additional assistance in this matter, please do not hesitate to call me at (407) 598-4260.

Sincerely,


Matthew J. Feil
Staff Attorney

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:



Enclosures

Florida Water Services Corporation / P.O. Box 609520 / Orlando, Florida 32860-9520 / Phone 407/598-4100

Water For Florida's Future

DOCUMENT NUMBER - DATE
03574 MAR 21 2000
FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMM

INVOICE #	INVOICE DATE	AMOUNT	DISCOUNT	NET
TANGERINE FILING FEE	2/08/2000 USD	750.00	.00	750.00

750.00 .00 750.00

THIS DOCUMENT HAS A VOID FEATURE IN THE COLORED BACKGROUND. BACK OF DOCUMENT HAS ENDORSEMENT AREA AND A REPEATED ARTIFICIAL WATERMARK THAT READS "CHECK PROTECT". HOLD AT ANGLE TO VIEW.



P.O. Box 609520
Orlando, FL 32860-9520
(407) 880-0058

DATE

2/09/2000

CHECK #

000043610

64-79
611

SunTrust Bank, Northwest Georgia, N.A.
SunTrust Bank, Central Florida, N.A.
SunTrust Center Office (407) 839-4786
Orlando, FL 32801

PAY LEGAL AMOUNT WRITTEN OUT IN DOLLARS

Seven Hundred Fifty and 00/100 Dollars

VOID AFTER 90 DAYS
AMOUNT

\$*****750.00

TO THE ORDER OF:

FLORIDA PUBLIC SERVICE COMM
2540 SHUMARD OAK BLVD.
TALLAHASSEE FL 33299-0850

BY

BY

[Signature]
TWO SIGNATURES REQUIRED IF OVER \$100,000.00



March 20, 2000

Via Federal Express

Ms. Blanca Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

DEPOSIT DATE
D264 MAR 22 2000 000333-uu

RE: Application for Transfer of Water Facilities in Orange County from
Tangerine Water Company, Inc. to Florida Water Services Corporation

Dear Ms. Bayo:

Enclosed are an original and seven copies of Florida Water Services Corporation ("Florida Water") Application for Transfer of Water Facilities of Tangerine Water Company, Inc. ("Tangerine Water") to Florida Water. A check in the amount of \$750.00 representing the required filing fees, is also enclosed.

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Should the Commission need any additional assistance in this matter, please do not hesitate to call me at (407) 598-4260.

Sincerely,


Matthew J. Feil
Staff Attorney

Enclosures

Florida Water Services Corporation / P.O. Box 609520 / Orlando, Florida 32860-9520 / Phone 407/598-4100

Water For Florida's Future

ORIGINAL



000333-KIU

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION
APPLICATION FOR TRANSFER OF WATER FACILITIES
IN ORANGE COUNTY FROM
TANGERINE WATER COMPANY, INC.
TO FLORIDA WATER SERVICES CORPORATION

CONTAINING:
APPLICATION AND EXHIBITS

DOCUMENT NUMBER-DATE

03574 MAR 21 8

FPSC-RECORDS/REPORTING

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

Matthew J. Feil, Staff Attorney (407) 598-4260
Name Phone No.

1000 Color Place
Street address

Apopka FL 32703
City State Zip Code

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

Florida Water Services Corporation
Name of utility

(407) 598-4100 (407) 598-4241
Phone No. Fax No.

1000 Color Place
Office street address

Apopka FL 32703
City State Zip Code

P.O. Box 609520, Orlando, FL 32860
Mailing address if different from street address

www.Florida-Water.com
Internet address if applicable

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

Corporation Partnership Sole Proprietorship

Other: _____
(specify)

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

November 22, 1961

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

See Exhibit A

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

N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

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

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

See Exhibit C

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

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

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

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

- D) Exhibit E - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- E) Exhibit F - A statement describing the financing the purchase.
- F) Exhibit G - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
- G) Exhibit H - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit I - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

Connie Hurlburt	(352) 383-3515
Name	Phone No.

P. O. Box 304
Street address

Tangerine	FL	32777
City	State	Zip Code

- J) Exhibit J - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

- K) Exhibit K - A statement from the buyer that is obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

- L) Exhibit L - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP)

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

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit M - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

B) Exhibit N - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being

transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- C) Exhibit O - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

 \$750.00 (for water) and N/A (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

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

PART V OTHER

- A) Exhibit P - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may

consider a written easement or other cost-effective alternative.

- B) Exhibit Q - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.
Sample tariff(s) are attached.

- C) Exhibit R - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

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

BY: Charles L. Sweat
Name and Title
Charles L. Sweat
Vice President-Business Development*

Subscribed and sworn to before me this 20th day in the month of

March in the year of 2000 by Charles L. Sweat, as Vice President - Business Development, who is personally known to me.



Brenda Mazurak
Notary Public's Signature

Brenda Mazurak
Print, Type or Stamp
Commissioned name of Notary Public

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

Exhibit A

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

Please see attached Appendix A-1.

Florida Water Services Corporation
(a Florida corporation)Officers and Directors
Effective August 30, 1999Directors:

John Cirello, Chairman
1000 Color Place
Apopka, Florida 32703

David Gartzke
38 West Superior Street
Duluth, Minnesota 55802

Eric Teittinen
1000 Color Place
Apopka, Florida 32703

Forrest L. Ludsen
1000 Color Place
Apopka, Florida 32703

Charles L. Sweat
Vice President-Developer Relations
1000 Color Place
Apopka, Florida 32703

Forrest L. Ludsen
Sr. Vice President-Rates & Regulatory Affairs
1000 Color Place
Apopka, Florida 32703

Jose N. Albors
Vice President-Health & Safety
1000 Color Place
Apopka, Florida 32703

Mercedes I. Guzman
Vice President-Human Resources
1000 Color Place
Apopka, Florida 32703

Officers:

John Cirello
President, Chief Executive Officer
1000 Color Place
Apopka, Florida 32703

John L. Tillman, Jr.
Sr. Vice President-Marketing & Sales
1000 Color Place
Apopka, Florida 32703

Eric Teittinen
Sr. Vice President-Operations & Engineering
1000 Color Place
Apopka, Florida 32703

Lester Abberger
Sr. Vice President-Public Affairs
1000 Color Place
Apopka, Florida 32703

James A. Perry
Vice President-Finance and Administration, Chief
Financial Officer, Treasurer
1000 Color Place
Apopka, Florida 32703

Brian P. Armstrong
Sr. Vice President-Legal, Secretary, General Counsel,
Registered Agent
1000 Color Place
Apopka, Florida 32703

Rafael A. Terrero
Vice President-Environmental Compliance
1000 Color Place
Apopka, Florida 32703

Ida Roberts
Vice President-Communications
1000 Color Place
Apopka, Florida 32703

Ying C. Lee
Vice President-Engineering
1000 Color Place
Apopka, Florida 32703

Brian S. Bilinski
Controller
1000 Color Place
Apopka, Florida 32703

Kirk D. Martin
Assistant Secretary
1000 Color Place
Apopka, Florida 32703

Exhibit B

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

The public interest will be well served by the transfer of Tangerine Water Company Inc. (TWC) facilities to Florida Water Services Corporation (FWS) because FWS has the requisite technical and superior financial ability to own and operate said facilities. FWS has been regulated by the Commission since 1964. FWS owns and operates water and wastewater facilities under Commission regulation in 20 service areas throughout the state of Florida. At year-end 1999, FWS's capital structure consisted of \$220 million in total capital including \$105 million in equity capital and \$115 million in long-term debt. FWS submits that it has the technical experience and financial size and strength to own and operate the TWC facilities, and the Commission has acknowledged FWS's technical and financial ability in previous proceedings, including transfers.

FWS will fulfill TWC's commitments, obligations, and representations regarding water and wastewater service to the extent set forth in this Application and the Asset Purchase Agreement (attached and marked "Appendix D").

Exhibit C

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

Please see attached Appendix C-1.

Water Plants Under FPSC Jurisdiction as of Feb. 2000

	<u>SYSTEM NAME</u>	<u>COUNTY</u>	<u>CERT. NO.</u>
1	Amelia Island	Nassau	171-W
2	Apple Valley	Seminole	279-W
3	Bay Lake Estates	Osceola	066-W
4	Beacon Hills	Duval	177-W
5	Beecher's Point	Putnam	076-W
6	Buenaventura Lakes	Osceola	066-W
7	Burnt Store	Charlotte / Lee	306-W
8	Carlton Village	Lake	106-W
9	Chuluota	Seminole	279-W
10	Citrus Park	Marion	373-W
11	Deep Creek	Charlotte	570-W
12	Deltona	Volusia	238-W
13	Dol Ray Manor	Seminole	279-W
14	Druid Hills	Seminole	279-W
15	East Lake Harris Estates	Lake	106-W
16	Fern Park	Seminole	279-W
17	Fern Terrace	Lake	106-W
18	Fisherman's Haven	Martin	368-W
19	Fountains	Osceola	066-W
20	Fox Run	Martin	368-W
21	Friendly Center	Lake	106-W
22	Geneva Lake Estates	Bradford	554-W
23	Gibsonia Estates	Polk	587-W
24	Grand Terrace	Lake	106-W
25	Harmony Homes	Seminole	279-W
26	Hermits Cove	Putnam	076-W
27	Hobby Hills	Lake	106-W
28	Holiday Haven	Lake	106-W
29	Imperial Mobile Terrace	Lake	106-W
30	Intercession City	Osceola	066-W
31	Interlachen Lake Estates	Putnam	076-W
32	Jungle Den	Volusia	238-W
33	Keystone Club Estates	Bradford	554-W
34	Keystone Heights	Clay	003-W
35	Kingswood	Brevard	002-W
36	Lake Ajay Estates	Osceola	066-W
37	Lake Brantley	Seminole	279-W
38	Lake Gibson Estates	Polk	587-W
39	Lake Harriet Estates	Seminole	279-W
40	Lakeview Villas	Clay	003-W
41	Lehigh	Lee	306-W
42	Leilani Heights	Martin	368-W
43	Leisure Lakes	Highlands	422-W
44	Marion Oaks	Marion	373-W

45	Meredith Manor	Seminole	279-W
46	Morningview	Lake	106-W
47	Oakwood	Brevard	002-W
48	Orange Hill	Polk	587-W
49	Palisades Country Club	Lake	106-W
50	Palm Port	Putnam	076-W
51	Palm Terrace	Pasco	209-W
52	Palm Valley	St. Johns	562-W
53	Palms Mobile Home Park	Lake	106-W
54	Park Manor	Putnam	076-W
55	Picciola Island	Lake	106-W
56	Pine Ridge Estates	Osceola	066-W
57	Piney Woods	Lake	106-W
58	Pomona Park	Putnam	076-W
59	Postmaster Village	Clay	003-W
60	Quail Ridge	Lake	106-W
61	Remington Forest	St. Johns	562-W
62	River Grove	Putnam	076-W
63	Salt Springs	Marion	373-W
64	Samira Villas	Marion	373-W
65	Saratoga Harbour	Putnam	076-W
66	Silver Lake Estates	Lake	106-W
67	Silver Lake Oaks	Putnam	076-W
68	Skycrest	Lake	106-W
69	St. Johns Highlands	Putnam	076-W
70	Stone Mountain	Lake	106-W
71	Sugar Creek	Polk	587-W
72	Sugar Mill	Volusia	238-W
73	Sunny Hills	Washington	501-W
74	Sunshine Parkway	Lake	106-W
75	Tangerine	Orange	Pending
76	Tomoka	Volusia	Pending
77	Tropical Park	Osceola	066-W
78	Valencia Terrace	Lake	106-W
79	Venetian Village	Lake	106-W
80	Welaka	Putnam	076-W
81	Western Shores	Lake	106-W
82	Windsong	Osceola	066-W
83	Woodmere	Duval	177-W
84	Wootens	Putnam	076-W
85	Zephyr Shores	Pasco	209-W

Wastewater Plants Under FPSC Jurisdiction as of Feb. 2000

	<u>SYSTEM NAME</u>	<u>COUNTY</u>	<u>CERT. NO.</u>
1	Amelia Island	Nassau	122-S
2	Apple Valley	Seminole	226-S
3	Beacon Hills	Duval	124-S
4	Beecher's Point	Putnam	284-S
5	Buenaventura Lakes	Osceola	289-S
6	Burnt Store	Charlotte / Lee	255-S
7	Chuluota	Seminole	226-S
8	Citrus Park	Marion	322-S
9	Deep Creek	Charlotte	496-S
10	Deltona	Volusia	182-S
11	Fisherman's Haven	Martin	319-S
12	Florida Central Commerce Park	Seminole	226-S
13	Fox Run	Martin	319-S
14	Holiday Haven	Lake	120-S
15	Jungle Den	Volusia	182-S
16	Lake Gibson Estates	Polk	506-S
17	Lehigh	Lee	255-S
18	Leilani Heights	Martin	319-S
19	Leisure Lakes	Highlands	359-S
20	Marion Oaks	Marion	322-S
21	Meredith Manor	Seminole	226-S
22	Morningview	Lake	120-S
23	Palm Port	Putnam	284-S
24	Palm Terrace	Pasco	154-S
25	Park Manor	Putnam	284-S
26	Salt Springs	Marion	322-S
27	Silver Lake Oaks	Putnam	284-S
28	South Forty	Marion	322-S
29	Sugar Mill	Volusia	182-S
30	Sunny Hills	Washington	435-S
31	Sunshine Parkway	Lake	120-S
32	Tropical Isles	St. Lucie	482-S
33	Valencia Terrace	Lake	120-S
34	Venetian Village	Lake	120-S
35	Woodmere	Duval	124-S
36	Zephyr Shores	Pasco	154-S

Exhibit D

A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

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

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

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

Please see attached Appendix D-1.

AGREEMENT FOR
PURCHASE & SALE
PAGE 1AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT, dated this 7th day of January, 2000, by and between TANGERINE WATER COMPANY, INC., a Florida corporation authorized to do business in Florida, hereinafter referred to as "Seller", and Florida Water Services Corporation, a Florida corporation, hereinafter referred to as "FWS".

WHEREAS, Seller owns assets, facilities, and properties used in the treatment, transmission and distribution of water, for purposes of this agreement hereinafter referred to as the "System," and said System is used in providing water service to customers in the Tangerine, Florida area, located in Orange County, Florida; and

WHEREAS Seller and FWS have agreed upon a purchase and sale of the System under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals, covenants, and representations contained herein, Seller and FWS hereby agree as follows:

I. **Production of Documents and Materials.** Upon execution of this Agreement or within twenty (20) days thereafter, Seller shall furnish to FWS all documents and materials listed on Exhibit 1, which is attached hereto and by reference incorporated herein. If an item listed in Exhibit 1 does not presently exist and cannot be recreated without undue difficulty, FWS may waive its production. Waiver(s) shall be in writing, but may either be noted herein or by separate instrument. Copies of the documents and materials may be provided where appropriate. Copies will be made at the Seller's expense.

II. **Purchased Assets.** The term "Purchased Assets" means those properties, rights and interests of Seller which FWS will purchase pursuant to this Agreement. The "Purchased Assets" consist of the following:

A. All real property interests, including leasehold interests, reversions and remainders, held by Seller and used or retained in connection with or in any way related to the System, including all water treatment and related assets, facilities, improvements, structures, and fixtures located on said aforesaid real property. Exhibit 2, attached hereto and by reference incorporated herein, contains the legal descriptions for all of Seller's leasehold interests and easement interests in real property upon which all utility plant and facilities are located.

B. All easements, rights-of-way, rights, and consents granted to Seller which are used in the construction, operation, and maintenance of the System as described in Exhibit 3.

C. All Seller's right, title and interest in tangible and intangible personal property used or held for use by Seller in connection with the System, including,

AGREEMENT FOR
PURCHASE & SALE
PAGE 2

but not limited to, the following:

- (1) All water supply, storage, treatment, and distribution facilities of every kind and description whatsoever, including but not limited to, wells, pumps, tanks, ponds, lines, transmission mains, distribution mains, supply pipes, generators, valves, meters, meter boxes, service connections, and all other physical facilities and property installations used or held for use in connection with the System;
- (2) All certificates (including those of the Florida Public Service Commission), permits, licenses, franchises, immunities, privileges, license rights, easements, consents, grants, rights-of-way, rights and interests of every character whatsoever granted by any governmental authorities and which are or may be necessary for the proper construction, operation, and maintenance of the System, along with Seller's interest in any amendments and modifications to and any pending requests concerning the aforementioned rights and properties;
- (3) All current customer billing records and meter books, all prints, plans, engineering drawings, reports, surveys, plats, specifications, shop drawings, equipment manuals, equipment warranties, soil reports, environmental audits, and other documentation and materials related to construction and operation of the System;
- (4) All Seller's right, title and interest in agreements with customers or prospective customers of the System for the provision of water service; all right to tap-in fees, advances for construction, connection, plant or system capacity, main extension and service availability fees, guaranteed revenues, meter fees and charges and all other fees and charges;
- (5) All customer deposits and all customer receivables for any services that are provided from and after the closing;
- (6) All inventories of chemicals, fuel, cleaning supplies, and any other stores and supplies used or held for use in operation of the System;
- (7) All equipment and machinery of any kind, including computers, vehicles, tools, repair and spare parts used or held for use in operation of the System.
- (8) Without limiting the assets to be sold to FWS or the representations and warranties of the Seller, it is intended that FWS acquire all of the

AGREEMENT FOR
PURCHASE & SALE
PAGE 3

property and assets of Seller related to the System which exist on the closing date wherever same are located and whether or not same are specifically described above, included on Seller's financial statements or reports or identified on any exhibit or schedule attached hereto, except, however, any assets as may hereinafter be provided.

- III. **Excluded Assets.** The properties and assets of Seller related to the System which are not being acquired by FWS ("Excluded Assets") are as follows: (a) nontransferable permits and agreements, if any, and (b) insurance policies.
- IV. **Purchase and Sale.** Subject to the conditions and representations of this Agreement, Seller agrees to sell, convey, assign, transfer, and deliver to FWS, and FWS agrees to buy, take title to, and possession of the Purchased Assets for the total purchase price of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 Dollars (\$165,000) (the "Purchase Price"). The total purchase price shall be paid at the closing in cash, subject to applicable credits, adjustments, and prorations as are expressly provided herein.
- V. **Encumbrances on Purchased Assets.** Pursuant to the terms and conditions of this Agreement, Seller will transfer good and marketable title to all of the Purchased Assets to FWS free and clear of all liabilities, obligations, liens, mortgages, option, charges and encumbrances of any kind, character, or description.
- VI. **Utility Obligations.** FWS agrees to assume, accept, and discharge all disclosed commitments of Seller to provide water service within the service area(s) described in Seller's Certificate of Authorization issued by the Florida Public Service Commission ("FPSC"), within the service area actually served, and within those area(s) Seller is committed to serve as such commitments and obligations have been lawfully imposed on Seller. FWS' duties hereunder shall commence upon closing.
- VII. **Seller's Liabilities.** FWS assumes none of Seller's debt, liabilities, or other financial or service obligations except those as are expressly identified herein. FWS does not assume and shall not be liable for any expense, exposure, fine, penalty, liability, act, or obligation of any kind whatsoever imposed or required by any third party, whether known or unknown, whether contingent, liquidated or unliquidated, including any federal, state, or local authority, whether arising or accruing under contract, tort or pursuant to statute, rule, ordinance, regulation or otherwise, including any liabilities and obligations under any lease, license, agreement, and government permit acquired by FWS pursuant hereto, based upon, related to, or arising out of any violation of law, breach of permit obligation, breach of contract, occurrence of any tort or other event arising or accruing before or after the closing date when the operative act or omission was that of or attributable to the Seller. Seller shall remain liable for and shall pay, perform or discharge all such liabilities and obligations; provided Seller is not hereby limited in its right to contest in good faith any such liabilities or obligations.
- VIII. **Customer Deposits.** Seller will transfer its customer deposits, if any, to FWS. FWS shall dispose of the customer deposits in the manner set forth in the FPSC's Rules

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and FWS' tariff, unless otherwise directed or allowed by the FPSC.

IX. **Access to Premises and Records.** Commencing on the date of this Agreement, Seller shall give FWS, its agents, and representatives full access to all property, documents, materials, books and records related in any way to the System which are either in Seller's possession or which Seller has access to. Such right of access shall include the right to conduct a physical inventory of the Purchased Assets and shall permit an environmental consultant of FWS' choosing to go on the real property which is a part of the Purchased Assets for the purpose of conducting an environmental site assessment of the real property, sufficient to permit such consultant to render to FWS a Phase I Environmental Site Assessment in compliance with ASTM Standard E-1527-97. Any copies of documents, materials, books and records required by FWS will be made at FWS' expense. FWS shall defend and indemnify Seller and Seller shall defend and indemnify FWS from and against any costs, damages, claims or liability resulting from FWS' inspection of Seller's property. FWS agrees that any information it obtains from Seller pursuant to this Agreement which Seller wishes to be kept confidential, will be kept confidential upon written request of Seller. In the event the Agreement is terminated without a closing, such materials will be returned to the Seller or destroyed in accordance with Seller's written instructions, provided, however, that if the Agreement is terminated and any party alleges a breach thereof, all such materials may be retained by FWS until final determination of the dispute resulting from the alleged breach. By holding materials confidential, FWS agrees not to provide said materials to any third party absent that party's authority to obtain said materials pursuant to law. When required by Seller, FWS and Seller agree to seek such protection against further dissemination of such confidential information by the third party as may be allowed by law.

Seller shall fully cooperate with FWS in permitting the assessments, inspections and analysis of the Purchased Assets.

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X. **Survey.** Within twenty (20) days of this Agreement, FWS will order a survey of the real property interests described in Exhibit 2 for which FWS will require title insurance. The survey required hereunder will be performed by a registered, licensed Florida surveyor and will be certified to Seller, FWS and the title insurer. The survey will (1) contain a legal description conforming to the legal description contained in the title insurance commitment provided for hereunder for each real estate interest including the designated easements acquired, (2) detail all designated easements, encroachments, and utility rights-of-way upon the property, show the location of adjoining public streets so as to affirmatively show rights of ingress and egress to and from the leasehold interest, and (3) shall indicate the locations of all structures, buildings and other improvements within the boundary lines of such leasehold interest. If the survey shows any encroachments on the leasehold interest or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restriction, contract, covenants, or applicable government regulation, same shall constitute a title defect.

XI. **Title Insurance.** Within twenty (20) days of execution of this Agreement, FWS shall order and pay for a title insurance commitment issued by a qualified title insurer. In the commitment, the insurer will agree to issue to FWS, upon recording of the instruments of conveyance in favor of FWS, an Owner's Leasehold Policy of Title Insurance insuring title to all leasehold interests acquired in the amount of the total purchase price, subject only to liens, encumbrances, exceptions or qualifications accepted by FWS in its sole discretion. The title commitment will have attached copies of all pertinent documentation for items identified as exceptions or conditions. The commitment will be effective on and as of the closing date. The title policy will provide affirmative coverage for appurtenant easements and contiguity; will have deleted the standard exceptions; will not show any material inaccuracy in any representation or warranty made with respect to the leaseholder interests; and will include any such other coverage as may reasonably be requested by FWS. At or before closing, Seller will provide all documents and affidavits the title insurer deems necessary to issue FWS a title insurance policy which comports with this Agreement.

XII. **Seller's Disclosure Statement, Representations and Warranties.** To induce FWS to enter into this Agreement, Seller represents, warrants, and covenants as follows:

A. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is duly authorized to engage in business in the State of Florida. True and complete copies of Seller's articles of incorporation and by-laws are set forth in Schedule A, to a Disclosure Statement delivered and executed on even date herewith.

B. Seller has good and marketable title to, or a valid leasehold interest in, the Purchased Assets, free and clear of all security interests, mortgages and liens,

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except for the properties disclosed on Schedule B.

C. Seller has all right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein. The execution and delivery of the Agreement and the consummation thereof has been duly authorized by all necessary corporate action on the part of Seller. Further, the persons signing this agreement on behalf of Seller warrant that they have the authority to execute and deliver this Agreement on behalf of Seller. All necessary corporate authorizations are attached to the Disclosure Statement and marked Schedule C.

D. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder does not violate any constitution, statute, regulation, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject.

E. Except as set forth in Schedule E to the Disclosure Statement, the execution and delivery of this Agreement by Seller and consummation of the transactions therein contemplated do not and will not conflict with or result in any violation of, default under, or give rise to a right of termination, cancellation or acceleration of any obligation, or to loss of a benefit, or permit the acceleration of any obligation under, any provision of Seller's articles of incorporation or bylaws, any mortgage, deed of trust, indenture, lease, agreement or other instrument, judgment, order, statute, rule, ordinance, permit, certificate, or license granted Seller.

F. Except as set forth in Schedule F to the Disclosure Statement, no consent, approval, order, or authorization, or filing with any person or governmental authority is required to be made or received by Seller prior to the execution and delivery of this Agreement by Seller and consummation of the transactions therein contemplated other than the approval of the FPSC.

G. Seller has or will upon execution of this Agreement provide FWS with any and all financial statements and reports which have been prepared by an independent certified public accountant in regard to the operations of the System, including (if applicable) audited annual financial statements, reports, income and expense statements, balance sheets, etc. Said reports financial statements and reports are identified in Schedule G to the Disclosure Statement. Seller represents that said statements and reports fairly represent the financial position, results of operations, cash flows, net assets, and retained earnings of Seller in connection with the System.

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H. Except as set forth in Schedule H to the Disclosure Statement or elsewhere in this Agreement, Seller has no liability, obligation, or commitment of any kind, which Seller knows of or should know of which is due or to become due in connection with the operation of the System.

I. Except as set forth in Schedule I to the Disclosure Statement, beginning in the six months prior to this Agreement, Seller has not in connection with its operation of the acquired System undergone any meaningful change in its financial condition, properties, assets, operations, level of indebtedness or entered into any agreements respecting water service other than in the ordinary course of business and has not acquired or disposed of any assets or properties or acquired any assets or properties in excess of 15% of the purchase price.

J. Except as set forth in Schedule J to the Disclosure Statement, Seller has filed in a timely manner (taking into account all extensions of due dates) all federal, state, county, municipal and other tax returns, reports and declarations required to have been filed in connection with the System and has timely paid all tax due. "Tax" means any tax or governmental charge, impost, levy or assessment together with any related liabilities, penalties, fines, charges or additions to tax imposed by the federal, state, county or local governments or subdivisions thereof.

K. Seller warrants that it has good title to those items of plant, machinery, equipment and other tangible personal property which is described on Schedule K and further that Schedule K sets out a (a) true and complete description, by metes and bounds or lot, block and section of all leasehold interests and appurtenant easements, owned by Seller and (b) a general description of all licenses, public rights of way, including those created by recorded plats, easements in gross and other rights and interests in real property which are used by Seller in operation of the System or in which Seller has any interest or right.

L. Seller warrants that (a) all buildings, structures, machinery, equipment, trade fixtures, leasehold improvements, water mains and transmission lines and other tangible property owned by Seller are adequately maintained and are in good repair and good working condition, ordinary wear and tear excepted, (b) none of such buildings or structures, including water mains and transmission lines, encroach upon the property of others for which Seller does not possess a right to use, and (c) no property of others encroaches upon the property of Seller under any easement, license, or otherwise or materially adversely affects the construction, operation, maintenance, replacement or repair by Seller of portions of the System. Seller has access to all properties where portions of the System are located by public road, private road which Seller has the right to use, or by private easement.

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- M. Schedule M to the Disclosure Statement contains a copy of each and every lease whereby Seller holds or operates real or personal property in connection with the System. All leased property is in good repair and working condition, ordinary wear and tear excepted.
- N. Schedule N to the Disclosure Statement contains a list of items of stores, supplies and inventory held in connection with the System as determined by an inventory prepared by Buyer and certified to by Seller, and Seller has good title to and the right to transfer title to Buyer of such items set out on Schedule N.
- O. Seller warrants that Schedule O to the Disclosure Statement contains a true, correct and complete list of all governmental (federal, state, county, municipal, etc.), permit applications, permits, licenses, grants, qualifications, consents, certificates of authorization, exceptions, variances, and other authorizations, approvals and filings granted Seller in connection with the System.
- P. Seller has not received notice of, nor is it aware of, any actions, suits, or proceedings pending or threatened against or affecting any of the Purchased Assets, including special assessments, zoning violations, condemnation proceedings, and violation(s) of federal, state, or local environmental law or regulation in connection with the System. Seller also represents that it is not aware of any conditions which exist on the real property which could result in its or FWS' incurring any costs, expenses, damages, or penalties by reason of liability for a violation of any zoning regulation or any federal, state, or local environmental law or regulation in connection with the System.
- Q. Seller has all the necessary and required authorizations and permits from the Florida Department of Environmental Protection ("FDEP"), the FPSC, the pertinent water management district(s), the US Army Corps of Engineers, if any, and any other appropriate governmental agencies to operate the System, and there are no known violations of the general or specific conditions of any such authorizations and permits which have come to Seller's attention, nor has Seller received any notices from any governmental agency that Seller is in violation of any authorization or permit.
- R. Seller makes those representations and warranties set out on Exhibit 4 related to environmental matters. Seller warrants that any storage tanks, whether above or below ground, on or at any of the real property owned by Seller, installed or used by Seller, or which are known to Seller to exist, are in sound condition free of corrosion or leaks which could permit any release of stored material and are in compliance with all applicable federal, state and local statutes and regulations.

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- S. Seller warrants that there are no judicial, administrative, or arbitration actions, suits, proceedings or investigations pending or threatened against or affecting Seller or the System nor is there any finding, judgment, decree, injunction, rule or order of any court, authority or arbitrator or any settlement or conciliation agreement outstanding against or affecting Seller or the System.

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- T. Schedule T to the Disclosure Statement sets forth Seller's rates, fees and charges currently in effect for the System including Seller's current service availability policy and all previous service availability policies.
- U. There are no agreements to which Seller is a party or by which Seller is bound and which FWS would be bound after closing affecting any of the Purchased Assets. As used in this paragraph, the word "agreements" includes written and oral contracts, leases, understandings, mortgages, commitments, etc.
- V. Seller warrants that Seller has not received any prepaid tap-in fees, connection fees, hook-up charges or other fees, charges or advances from customers, builders, or developers for whom services have not been rendered.
- W. Seller has no presently existing agreement, contract, or commitment, to provide service in the future to any properties other than those within its FPSC certificated territory, except for those disclosed on Schedule W. All of Seller's agreements and commitments to provide service are identified and included in Schedule U to the Disclosure Statement. Seller represents that it is complying with all provisions of said agreements and is not in default under any of them.
- X. Seller commits that it will, ~~at no cost to FWS, assist FWS in obtaining~~ ~~provide~~ any and all easements that are necessary for the use and operation of the facilities that comprise the System. This provision shall survive the Closing hereunder.
- XIII. **Representations and Warranties of FWS.** To induce Seller to enter into this Agreement, FWS represents, warrants, and covenants as follows:
- A. FWS is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.
- B. FWS has all right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein. The execution and delivery of the Agreement and the consummation thereof has been duly authorized by all necessary corporate action on the part of FWS. Further, the persons signing this agreement on behalf of FWS warrant that they have the authority to execute and deliver this Agreement on behalf of FWS.
- C. The execution and delivery of this Agreement by FWS and consummation of the transactions therein contemplated do not and will not conflict with or result in any violation of or default under any agreement or other instrument, judgment, order, decree, statute, law, ordinance, rule, license, grant concession or regulation applicable to FWS.

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- D. No consent, approval, order, or authorization, or filing with any person or governmental authority is required to be made or received by FWS prior to the execution and delivery of this Agreement and consummation of the transactions therein contemplated other than the approval of the FPSC.

XIV. **Conduct of Business Prior to Closing.** From the date hereof until closing, Seller shall carry on its operation of the System in the ordinary course of business and in substantially the same manner as it has heretofore and shall use all reasonable efforts to preserve intact the present financial status of the System operations and the value of the Purchased Assets, maintain its tangible personal property and real property in good repair, keep in full force and effect adequate insurance covering damage or casualty to the tangible and real property to be sold, and discharge and perform all of its duties and obligations as required. Seller shall not impose or allow to be imposed any lien on any of the Purchased Assets from and after the date of this Agreement.

XV. **Regulatory Approvals.** Seller and FWS acknowledge that consummating this transaction is subject to the approval of the FPSC and may be subject to the regulatory approval of other governmental authorities. Seller and FWS agree to prepare and file jointly all necessary applications for such regulatory approvals as are required in order to consummate this Agreement. The parties will apply their respective best efforts to obtain all said approvals and will cooperate fully in pursuit thereof. In particular, the parties agree to file a joint application for FPSC of the transfer of Seller's assets to FWS and determination of net book value at transfer (the "Application") within 30 days after the expiration of any investigation period provided hereinbelow.

XVI. **Termination.** This Agreement may be terminated by FWS within fifty (50) days from the date of execution (the "Investigation Period") for any reason. FWS may also terminate the Agreement if there has been a breach of any representation, warranty, covenant or agreement by Seller as contained herein and such failure shall not have been either waived in writing by FWS or cured by the Seller within thirty (30) days after notification by FWS. Seller may terminate this Agreement if there has been a breach of any representation, warranty, covenant or agreement by FWS as contained herein. FWS may terminate this Agreement for any failure of a condition precedent to closing. FWS and Seller may terminate the Agreement if a final judgement has been entered against either restraining, prohibiting or awarding substantial damages in connection with any material part of this transaction. A final judgement means one from which no appeal can be taken. Upon termination of this Agreement, any deposit made by FWS will be returned to FWS, and this Agreement will be null and void, and no further liability will be imposed on the parties except in the event that termination resulted from a breach of a representation, warranty, covenant or agreement.

XVII. **Conditions Precedent.** The conditions set forth below must be met in order for closing to take place. In the event any one of the following conditions is not met, this Agreement may be terminated as set forth herein.

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- A. All of the documents and materials provided pursuant to this Agreement have been received by and are acceptable to FWS.
- B. All of the Seller's representations and warranties have been and continue to be true and correct in every material respect to the date of closing.
- C. The FPSC has granted final approval of the Application and said approval conforms in all material respects with and places no conditions upon the matters sought and set forth in the Application. Final approval will be deemed given on the date the FPSC issues a final order approving the Application, provided, however, that if the Application was contested, final approval will be deemed given either (1) when the time for the contestant's filing a notice of appeal has passed without a notice having been filed or (2) if a notice of appeal is timely filed, on a date FWS shall designate, in its sole discretion, given the possibility that the FPSC's final order may be stayed.
- D. Any other required government approvals have been received.
- E. There has been no material adverse change to the value or condition of the Purchased Assets.
- F. All deliverables needed for closing have been prepared, reviewed, and approved by the parties prior to closing.
- XVIII. **Closing.** The closing of this transaction shall occur no later than January 7, 2000, unless all contingencies to close have not then been met. If all contingencies have not been met, then the closing shall be extended until such time as the contingencies have been met but not later than May 1, 2000. In addition to the foregoing:
- A. The closing shall take place in Orange County, Florida, at the offices of Lowndes, Drosdick, Doster, Kantor & Reed, Professional Association, 215 N. Eola Drive, Orlando, Florida, 32801, or such other place as reasonably designated by FWS.
- B. At closing, Seller shall deliver to FWS all documents necessary to transfer title of the Purchased Assets to FWS as contemplated herein. Such documents shall include: an assignment of lease assigning Seller's interest in any leases and improvements on leased property purchased; a General Warranty Bill of Sale conveying title to all tangible and intangible personal property purchased; an instrument conveying all of the Seller's right, title, and interest to all easements, rights-of-way, rights, and consents necessary for the proper construction, operation, and maintenance of the System; an Ownership Affidavit; satisfactory

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proof of the release of any encumbrances affecting the purchased assets; and any other documents deemed necessary by FWS to transfer the purchased assets as contemplated herein. All such documents shall be in a form reasonably acceptable to FWS' legal counsel. Buyer shall obtain the title insurance policy.

C. Each party shall bear its own attorney, engineering, and accounting fees related to this transaction. Each party represents that it has not engaged the services of a broker or agent for this transaction. This representation notwithstanding, FWS shall not be responsible for paying a commission due any broker or agent. Seller shall be responsible for payment of the recording fees and documentary stamps on any documents transferring interests in real estate, and Seller will pay all documentary stamps on and recording costs for documents necessary to clear title and remove encumbrances. Buyer shall pay the title insurance premium.

D. This Agreement is contingent upon Public Service Commission approval of the sale and purchase contemplated hereunder as is required under Florida Statutes Section 367.071. Notwithstanding anything herein to the contrary, in the event FWS determines, in its sole and absolute discretion, to close the transactions contemplated herein prior to FPSC final approval of the Application, then, in the event the Application is thereafter denied or conditions unacceptable to FWS are included in any subsequent approval thereof, FWS shall deliver notice thereof to Seller, whereupon FWS shall reconvey all Purchased Assets to Seller by special warranty and Seller shall return the full Purchase Price to FWS within a reasonable period after delivery of the notice, but in no event in excess of thirty (30) days. This provision shall survive the closing hereunder.

E. This Agreement is contingent upon Seller, at its cost, obtaining a lease modification extending the lease to a 99 year term as of the date of closing.

XIX. **Proration Of Taxes And Assessments.** All ad valorem taxes and general assessments, including regulatory assessment fees, applicable to the purchased assets will be prorated between Seller and FWS as of the date of closing. Said prorations shall be made based on the current year's amounts. If closing occurs at a date when the current year's millage is not yet fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the real property by January 1 of the year of closing which improvements were not in existence on January 1 of the prior year, then taxes shall be prorated based upon the prior year's millage and an equitable assessment agreed upon by the parties or, that failing, one informally given by the property appraiser. Upon request of a party, any proration based on an estimate shall

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be subsequently readjusted upon receipt of a bill, provided that such a request shall be noted in the closing statement. All special assessments which have been levied or certified before closing shall be paid by the Seller.

XX. **Risk of Loss.** As agreed to hereinabove, Seller shall keep the System insured against damage until the date of closing. If all or any part of the System is damaged before closing and the cost of restoring the property does not exceed 5% of the purchase price, the cost of restoration shall be paid for by the Seller at or before closing. If restoration costs exceed 5% of the purchase price, FWS has the option of either (1) acquiring the System as is, but with either a corresponding percentage reduction in the purchase price or the Seller's insurance proceeds of (2) terminating this Agreement as set forth hereinabove.

XXI. **Rights And Duties Of Escrow Agent.** The Escrow Agent, if one is provided for or necessary, will not be entitled to compensation for its services. The Escrow Agent shall be liable only to hold any funds or documents and deliver same to the parties in accordance with the provisions of this Agreement. The Escrow Agent shall hold any funds received by it in an interest-bearing account. Seller and FWS agree that the Escrow Agent shall not be liable for any action taken in good faith, but only for its gross or willful negligence. In the event of any controversy involving any escrowed funds or documents resulting in adverse claims being made upon same, Escrow Agent shall be entitled to place all or portions of such escrowed funds or documents in the registry of a court of competent jurisdiction, and upon delivery of such funds or documents into the registry, Escrow Agent shall be released from all further liability in connection with the funds or documents so delivered.

XXII. **Costs And Fees For Enforcement.** In the event that either party to this Agreement files suit to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all the prevailing party's costs, including attorneys' fees and paralegal fees, whether such costs and fees are incurred before trial in preparation, at trial or upon all appellate levels, and also such fees and costs incurred in preparing for and participating in any court order mediation or arbitration proceeding.

XXIII. **Remedies.** If Seller breaches this Agreement, FWS may seek specific performance of the Agreement. If FWS breaches this Agreement, Seller has the option of either demanding and retaining the faithful performance money as its exclusive remedy or seeking specific performance of the Agreement.

XXIV. **Survival Of Representations and Warranties.** All representations, warranties, covenants, indemnification provisions and agreements made by the parties in or pursuant to this Agreement, or set out in any ancillary agreement or closing document delivered pursuant hereto, unless otherwise specifically provided herein, shall survive the execution and delivery hereof, thereof, the Closing of this Agreement, and any investigations made by the parties shall continue in full force and effect thereafter..

XXV. **Indemnification.** Seller agrees that from and after the closing date, it will indemnify and save FWS harmless from and against any and all causes of action,

And a copy to:

Brian P. Armstrong, General Counsel
Florida Water Services Corporation
1000 Color Place
Apopka, Florida 32703

With a copy to:

Morey Raiskin, Esquire
Lowndes, Drosdick, Doster, Kantor &
Reed, P.A.
215 N. Eola Drive
Orlando, FL 32801
407-418-6232
407-843-4444 (fax)

XXVIII. **Severability.** This Agreement is intended to be performed in accordance with the law. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or appropriate regulatory authority, the remainder of the Agreement shall be enforced to the greatest extent possible.

XXIX. **Governing Laws & Venue.** This agreement shall be governed by and interpreted consistently with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Venue for any action involving this Agreement shall be in Orange County, Florida.

XXX. **Miscellaneous.** No third party beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and assigns.

B. **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.

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C. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

D. Headings. The section headings contained in this Agreement and the descriptive headings of the Schedules and Exhibits to this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

E. Amendments and waivers. No amendment or any provision of this Agreement shall be valid unless the same shall be in writing and signed by all parties. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extent to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent performance.

F. Submission to Jurisdiction. The parties submit to the jurisdiction of any state or federal court sitting in Orange County, Florida, in any action or proceeding arising out of or relating to this Agreement and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court.

G. Knowing waiver of jury trial. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EACH OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION HERewith. THIS PROVISION IS A MATERIAL INDUCEMENT FOR FWS ENTERING INTO THIS AGREEMENT.

H. Construction. The parties have participated in the preparation, negotiation and drafting of this Agreement. No presumption, burden, interpretation, or question of intent shall be imposed upon one party as opposed to the other by reason of or by virtue of authoring this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Tangerine Water Company, Inc.

By: [Signature]
Name: Gregory HATHAWAY
Title: PRESIDENT

Witnesses:

Name: [Signature]

Name: [Signature]

Florida Water Services Corporation,
a Florida corporation

By: [Signature]
Charles L. Sweat, Vice President

Witnesses:

Name: [Signature]

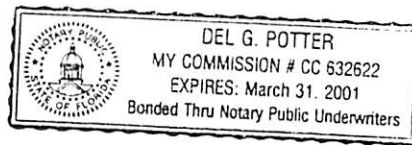
Name: [Signature]

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STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 7 day of
January, 2000, by Charles L. Sweat, Vice President of Florida Water Services
Corporation.

Del G Potter
(Signature of Notary Public)



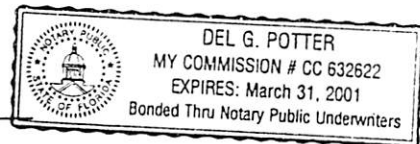
(Print, Type or Stamp Commissioned
Name of Notary Public)

Personally Known _____ OR Produced Identification
Type of Identification Produced FL Drivers license

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 7 day of
January, 2000 by Megyn Hathaway as resident for Tangerine Water
Company

Del G Potter
(Signature of Notary Public)



(Print, Type or Stamp Commissioned
Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Exhibit E

A Statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

Except as may be set forth in the Agreement For Purchase and Sale ("Exhibit D"), pursuant to Section 367.071(2), Florida Statutes, Tangerine Water Company, Inc. will remain liable for outstanding fees, fines or refunds subject to Commission regulation.

Exhibit F

A statement describing the financing of the purchase.

Florida Water has paid cash for the purchase of this utility, through funds provided by operations. As such, the Company has not relied on any entity to provide funding for the purchase.

Exhibit G

A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

As mentioned in Exhibit F, Florida Water paid cash for the purchase of Tangerine Water Company, Inc., so there are no entities we relied on to provide funding for the purchase. Information regarding Florida Water's general sources of funds can be provided upon request.

Exhibit H

The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

Rate base for Tangerine Water Company, Inc., was last established by the Commission in Docket No. 981663-WU, Order No. PSC-99-1399-PAA-WU, issued July 21, 1999.

Exhibit I

A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculations.

No acquisition adjustment is requested to be approved in the transfer docket.

Exhibit J

If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

The PSC will have access to the books and records. Contact Connie Hurlburt, P. O. Box 304, Tangerine, FL 32777. Ms. Hurlburt's phone number is (352) 383-3515.

Exhibit K

A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

Florida Water has reviewed the seller's tax returns, and seller has stated that copies of said returns are available for review and copying.

Exhibit L

A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

Based on Florida Water Services review, the overall condition of the water treatment plant was found to be satisfactory, but in need of maintenance. The system is in compliance with DEP and SJRWMD.

Exhibit M

An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Please see attached.

AFFIDAVIT

State of Florida
County of Orange

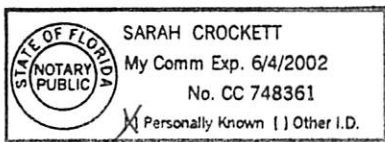
Before me, the undersigned authority, personally appeared, Brenda Mazurak as Legal Secretary of Florida Water Services Corporation and after being duly sworn said:

1. The she has personal knowledge of the matters contained herein.
2. Attached hereto and identified as "Appendix M-1" is a copy of the notice of application.
3. Attached hereto and identified as "Appendix M-2" is a copy of the entity list.
4. Copies of the notice were sent by U.S. Mail on February 16, 2000.

Further Affiant sayeth not.

Brenda Mazurak
Brenda Mazurak

Signed and sworn before me this 20th day of March, 2000, by Brenda Mazurak Legal Secretary of Florida Water Services Corporation, who is personally known to me and did take an oath.



Sarah Crockett
Sarah Crockett
Notary Public, State of Florida at Large
Commission Number:
My Commission Expires:

Appendix M-1

COPY OF NOTICE



February 16, 2000

RE: Transfer of Water Facilities from Tangerine Water Company to Florida Water Services Corporation


Dear Ladies/Gentlemen:

Pursuant to Section 367.071, Florida Statutes, you are hereby given notice of the application for transfer of all water facilities of Tangerine Water Company to Florida Water Services Corporation (Florida Water). The water facilities to be transferred provide service to the territory described in "Attachment A" to this notice. In the transfer application, Florida Water proposes to make no changes to the rates and charges which Tangerine Water Company was authorized to assess. However, Florida Water proposes to bill monthly (with the rate adjusted accordingly), rather than quarterly.

Any objection to the application must be made in writing within thirty (30) days from the date of this notice to the Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, and a copy of the objection must be sent to Florida Water Services Corporation, Attention Matthew J. Feil, Esquire, P.O. Box 609520, Orlando, Florida 32860-9520.

Very truly yours,

Florida Water Services Corporation

by: 
Charles L. Sweat
Vice President - Business Development

ATTACHMENT A

DESCRIPTION OF TERRITORY SERVED
ORANGE COUNTY

In Township 20 South, Range 27 East, Orange County

Section 4 – The South ½

Section 5 – All of Section

Section 5 – All of Section

Section 6 – All of Section that is in Orange County

Section 7 – All of Section

Section 8 – All of Section

Section 9 – The West ½

Section 16 – The Northwest corner bordered by State Road 448 & U.S. 441

Section 17 – All of Section

Section 18 – All of Section

Appendix M-2

LIST OF ENTITIES



February 2, 2000

Via Facsimile: (850) 413-7000

Mr. Richard Redemann
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Entity Noticing List Pursuant to Rule 25-30.030, Florida Administrative Code
(Florida Water Services Corporation Acquisition of Tangerine Water Company)

Dear Mr. Redemann:

At your earliest convenience, please fax me the entity noticing list required by Rule 25-30.030(2), Florida Administrative Code, for the transfer of water facilities serving the territory described in "Attachment A", affixed to this letter.

If you have any questions, please call me at (407) 598-4162. My fax number is (407) 598-4241.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Crockett".

Sarah Crockett
Legal Secretary

Attachments

STATE OF FLORIDA

Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
E. LEON JACOBS, JR.



DIVISION OF WATER & WASTEWATER
DANIEL M. HOPPE, DIRECTOR
(850) 413-6900

RECEIVED
FEB 07 2000
LEGAL DEPT

Public Service Commission

February 2, 2000

Ms. Sarah Crockett, Legal Secretary
Florida Water Services Corporation
P.O. Box 609520
Orlando, FL 32860-9520

Re: Noticing List (Orange and Lake Counties) for the Application of Transfer of Tangerine Water Company in Orange County to Florida Water Services Corporation.

Dear Ms Crockett:

Enclosed is the list of water and wastewater utilities and governmental/regulatory agencies in the above mentioned counties. Please refer to Commission Rule 25-30.030, Florida Administrative Code, for the noticing requirements. Noticing must be done in the proper format, consistent with the rule. If your notice is not in the proper format, you will be required to renotice and your application will be delayed. Instructions for preparation of a territory description are available upon request.

Please note that if your county list includes two Department of Environmental Protection offices or two Water Management District offices, you must identify which is the proper district office for your notice.

You will note that the county list is dated and is valid for sixty days from that date. If you have not performed the noticing by this date, you must request an updated list.

If you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "John D. Williams".

John D. Williams, Chief
Bureau of Policy and Industry Structure

C:\wp6\tangerli.rpr
Enclosures

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-0850

An Affirmative Action/Equal Opportunity Employer

PSC Website: www.scri.net/psc

Internet E-mail: contact@psc.state.fl.us

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
02/02/2000-04/01/2000

UTILITY NAME

MANAGER

LAKE COUNTY

AQUASOURCE UTILITY, INC. (WS822) 200 CORPORATE CENTER DRIVE, SUITE 300 CORAOPOLIS, PA 15108	RICK HERSKOVITZ (412) 393-3000
BRENDEWOOD WATER SYSTEM (WU020) P. O. BOX 350294 GRAND ISLAND, FL 32735-0294	PAUL E. DAY (352) 357-9466
CENTURY ESTATES UTILITIES, INC. (WU725) 325 SOUTH ORLANDO AVENUE WINTER PARK, FL 32789-3660	JOSEPH LINARTAS (407) 644-2804
CENTURY REALTY FUNDS, INC. AND HASELTON ASSOCIATES, LTD. D (WS577) P. O. BOX 5252 LAKELAND, FL 33807-5252	RAYMOND MOATS (941) 647-1581
CRYSTAL RIVER UTILITIES, INC. (WU766) % AQUASOURCE UTILITY, INC. 200 CORPORATE CENTER DRIVE, SUITE 300 CORAOPOLIS, PA 15108	RICK HERSKOVITZ (412) 393-3000
FLORIDA WATER SERVICES CORPORATION (WS227) P. O. BOX 609520 ORLANDO, FL 32860-9520	BRIAN P. ARMSTRONG (407) 598-4152
HARBOR HILLS UTILITIES, L.P. (WU727) 6538 LAKE GRIFFIN ROAD LADY LAKE, FL 32159-2900	M. HUEY (352) 753-8600
LAKE GROVES UTILITIES, INC. (WS641) 2335 SANDERS ROAD NORTHBROOK, IL 60062-6196	CARL WENZ (847) 498-6440
LAKE UTILITY COMPANY (WS619) 25201 U.S. HIGHWAY 27 LEESBURG, FL 34748-9099	EARL THIELE (352) 326-4170
LAKE UTILITY SERVICES, INC. (WU553) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	DON RASMUSSEN (407) 869-1919

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
02/02/2000-04/01/2000

UTILITY NAME

MANAGER

LAKE COUNTY (continued)

LAKE YALE TREATMENT ASSOCIATES, INC. (WS823)
11643 MARTEL COURT
LEESBURG, FL 34788-8103

NORMA DAVIS
(352) 483-1377

PENNBROOKE UTILITIES, INC. (WS677)
146 HORIZON COURT
LAKELAND, FL 33813-1742

FRANK H. HAAS
(941) 646-2904

PINE HARBOUR WATER UTILITIES (WU635)
P. O. BOX 447
FRUITLAND PARK, FL 34731-0477

JIM C. BRANHAM
(352) 787-2944

RAINTREE UTILITIES, INC. (WU663)
37731 STATE ROAD 19
UMATILLA, FL 32784-9618

DON MONN
(904) 357-3767

SHANGRI-LA BY THE LAKE UTILITIES, INC. (WS728)
11654 LONG LAKE DRIVE
SPARTA, MI 49345

WILLIAM E. WERNER
(616) 887-8888

SOUTHLAKE UTILITIES, INC. (WS638)
P. O. BOX 6209
TALLAHASSEE, FL 32314-6209

ROBERT L. CHAPMAN, III
(888) 876-3569

SUN COMMUNITIES FINANCE LIMITED PARTNERSHIP (WS755)
ATTN: WATER OAK
31700 MIDDLEBELT ROAD, SUITE 145
FARMINGTON HILLS, MI 48334

JOSE A. DIEZ-ARGUELLES
(850) 224-9634

W.B.B. UTILITIES, INC. (WU639)
4116 BAIR AVENUE
FRUITLAND PARK, FL 34731-9647

RICHARD E. BAIR
(352) 787-4347

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
02/02/2000-04/01/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

ADMINISTRATOR, CITY OF UMATILLA
P. O. BOX 2286
UMATILLA, FL 32784-2286

CLERK, BOARD OF COUNTY COMMISSIONERS, LAKE COUNTY
P. O. BOX 7800
TAVARES, FL 32778-7800

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

EAST CENTRAL FLORIDA PLANNING COUNCIL
1011 WYMORE ROAD, SUITE 105
WINTER PARK, FL 32789

MAYOR, CITY OF CLERMONT
P. O. BOX 120219
CLERMONT, FL 32712-0219

MAYOR, CITY OF EUSTIS
P. O. DRAWER 68
EUSTIS, FL 32727-0068

MAYOR, CITY OF FRUITLAND PARK
506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731-3200

MAYOR, CITY OF GROVELAND
156 SOUTH LAKE AVENUE
GROVELAND, FL 34736-2597

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
02/02/2000-04/01/2000

UTILITY NAME

MANAGER

MAYOR, CITY OF LEESBURG
P. O. BOX 490630
LEESBURG, FL 32749-0630

MAYOR, CITY OF MASCOTTE
P. O. BOX 56
MASCOTTE, FL 34753-0056

MAYOR, CITY OF MINNEOLA
P. O. BOX 678
MINNEOLA, FL 34755-0678

MAYOR, CITY OF MOUNT DORA
P. O. BOX 176
MOUNT DORA, FL 32756-0176

MAYOR, CITY OF TAVARES
P. O. BOX 1068
TAVARES, FL 32778-1068

MAYOR, TOWN OF ASTATULA
P. O. BOX 609
ASTATULA, FL 34705-0609

MAYOR, TOWN OF HOWEY-IN-THE-HILLS
P. O. BOX 67
HOWEY-IN-THE-HILLS, FL 34737-0067

MAYOR, TOWN OF LADY LAKE
225 WEST GUAVA STREET
LADY LAKE, FL 32159-3735

MAYOR, TOWN OF MONTVERDE
P. O. BOX 560008
MONTVERDE, FL 34729-0008

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
02/02/2000-04/01/2000

UTILITY NAME

MANAGER

ST.JOHNS RIVER WTR MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY

(VALID FOR 60 DAYS)
02/02/2000-04/01/2000

UTILITY NAME

MANAGER

ORANGE COUNTY

COUNTRY RUN WASTEWATER UTILITY COMPANY (SU710)
P. O. BOX 182061
CASSELBERRY, FL 32718-2061

JAMES GULDI
(407) 830-7252

EAST CENTRAL FLORIDA SERVICES, INC. (WU643)
1700 13TH STREET, SUITE 2
ST. CLOUD, FL 34769-4300

JAMES B. PAYNE
(407) 957-6744

FLORIDA WATER SERVICES CORPORATION (WS228)
P. O. BOX 609520
ORLANDO, FL 32860-9520

BRIAN P. ARMSTRONG
(407) 598-4152

PARK MANOR WATERWORKS, INC. (WS188)
1527 PARK MANOR DRIVE
ORLANDO, FL 32825-5737

BERNICE A. GOETZ
(407) 277-1204

TANGERINE WATER COMPANY, INC. (WU242)
P. O. BOX 304
TANGERINE, FL 32777-0304

CONNIE L. HURLBURT
(352) 383-3515

UTILITIES, INC. OF FLORIDA (WU413)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4099

DONALD RASMUSSEN
(407) 869-1919

WEDGEFIELD UTILITIES, INC. (WS759)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4099

DONALD RASMUSSEN
(407) 869-1919

ZELLWOOD STATION CO-OP, INC. (WS804)
2126 SPILLMAN DRIVE
ZELLWOOD, FL 32798-9797

W.A. RESTALL
(407) 886-0000

LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY

(VALID FOR 60 DAYS)
02/02/2000-04/01/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, ORANGE COUNTY
P. O. BOX 38
ORLANDO, FL 32802-0038

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

EAST CENTRAL FLORIDA PLANNING COUNCIL
1011 WYMORE ROAD, SUITE 105
WINTER PARK, FL 32789

MAYOR, CITY OF APOPKA
P. O. DRAWER 1229
APOPKA, FL 32704-1229

MAYOR, CITY OF BAY LAKE
P. O. BOX 22066
BAY LAKE, FL 32830-2066

MAYOR, CITY OF BELLE ISLE
1600 NELA AVENUE
BELLE ISLE, FL 32809-6199

MAYOR, CITY OF EDGEWOOD
405 LA RUE AVENUE
EDGEWOOD, FL 32809-3406

MAYOR, CITY OF LAKE BUENA VISTA
P. O. BOX 22035
LAKE BUENA VISTA, FL 32830-2035

MAYOR, CITY OF MAITLAND
1776 INDEPENDENCE LANE
MAITLAND, FL 32751-5639

LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY

(VALID FOR 60 DAYS)
02/02/2000-04/01/2000

UTILITY NAME

MANAGER

MAYOR, CITY OF OCOEE
150 NORTH LAKESHORE DRIVE
OCOEE, FL 34761-2258

MAYOR, CITY OF ORLANDO
400 SOUTH ORANGE AVENUE
ORLANDO, FL 32801-3302

MAYOR, CITY OF WINTER GARDEN
251 WEST PLANT STREET
WINTER GARDEN, FL 34787-3099

MAYOR, CITY OF WINTER PARK
401 SOUTH PARK AVENUE
WINTER PARK, FL 32789-4319

MAYOR, TOWN OF EATONVILLE
P. O. BOX 2163
EATONVILLE, FL 32751-1999

MAYOR, TOWN OF OAKLAND
P. O. BOX 98
OAKLAND, FL 34760-0098

MAYOR, TOWN OF WINDERMERE
P. O. DRAWER 669
WINDERMERE, FL 34786-0669

SO. FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
WEST PALM BEACH, FL 33416-4680

ST. JOHNS RIVER WTR MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY

(VALID FOR 60 DAYS)
02/02/2000-04/01/2000

UTILITY NAME

MANAGER

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

Exhibit N

An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit.

Please see attached.

STATE OF FLORIDA)
COUNTY OF ORANGE)
_____)

AFFIDAVIT

STEVEN M. GALLIS, having been duly sworn, states as follows:

1. I am Supervisor of Administrative Services in the Office Services Department of Florida Water Services Corporation ("Florida Water"), whose central office is located in Apopka, Florida.

2. As part of my duties, I am responsible for administering mailings to Florida Water customers, such as notices required by Florida Public Service Commission Rules and Orders.

3. On February 16, 2000 in my presence and under my supervision, Florida Water personnel mailed to the customers of Tangerine Water Company, Inc. in Orange County a copy of the document attached hereto and marked "Appendix A."

4. The names and addresses of the aforesaid customers were previously obtained by Florida Water from Tangerine Water Company and provided to our Customer Service Department. A copy of the list of customer names and addresses is attached hereto and marked "Appendix B."

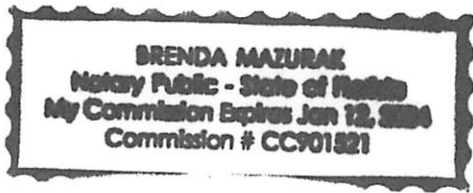
5. On February 16, 2000 my staff and I machine postmarked 239 envelopes containing copies of the aforementioned document(s) and hand delivered the envelopes to a representative of the United States Postal Service for delivery.



STEVEN M. GALLIS

STATE OF FLORIDA)
COUNTY OF ORANGE)
_____)

The foregoing instrument was acknowledged before me this 20th day of March, 2000, by STEVEN M. GALLIS, who is personally known to me and who did take an oath.



Brenda Mazurak
Brenda Mazurak
Notary Public, State of Florida at Large
Commission No. CC901521
My Commission Expires: 1/12/2004



APPENDIX A

PAGE 1 OF 2

February 16, 2000

RE: Transfer of Water Facilities from Tangerine Water Company to Florida Water Services Corporation


Dear Ladies/Gentlemen:

Pursuant to Section 367.071, Florida Statutes, you are hereby given notice of the application for transfer of all water facilities of Tangerine Water Company to Florida Water Services Corporation (Florida Water). The water facilities to be transferred provide service to the territory described in "Attachment A" to this notice. In the transfer application, Florida Water proposes to make no changes to the rates and charges which Tangerine Water Company was authorized to assess. However, Florida Water proposes to bill monthly (with the rate adjusted accordingly), rather than quarterly.

Any objection to the application must be made in writing within thirty (30) days from the date of this notice to the Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, and a copy of the objection must be sent to Florida Water Services Corporation, Attention Matthew J. Feil, Esquire, P.O. Box 609520, Orlando, Florida 32860-9520.

Very truly yours,

Florida Water Services Corporation

by: 
Charles L. Sweat
Vice President - Business Development

DESCRIPTION OF TERRITORY SERVED
ORANGE COUNTY

In Township 20 South, Range 27 East, Orange County

Section 4 – The South ½

Section 5 – All of Section

Section 5 – All of Section

Section 6 – All of Section that is in Orange County

Section 7 – All of Section

Section 8 – All of Section

Section 9 – The West ½

Section 16 – The Northwest corner bordered by State Road 448 & U.S. 441

Section 17 – All of Section

Section 18 – All of Section

VERIFICATION LIST OF NOTICE NAME AND ADDRESS PRINTING

PLANT	CUST #	NAME	ADDRESS	ZIP
130	10007638	EINI HEYWOOD	48 FITCHBURG ST RD	ASHBY, MA 01431-2152
130	10007669	ANN QUICK	C/O SHIRLEY MENHARDT	APOPKA, FL 32703
130	10007709	LOU HAUBNER INVESTMENTS	99 W MAIN ST	APOPKA, FL 32703-5155
130	10007417	DICK SURSELY	PO BOX 667	APOPKA, FL 32704-0667
130	10007418	DICK SURSELY	PO BOX 667	APOPKA, FL 32704-0667
130	10007687	ALI A NEMAZIE	ALHYDER PROPERTIES, LTD	CASSELBERRY, FL 32707
130	10007531	MILDRED EATON	C/O PAULINE DION	APOPKA, FL 32712
130	10006996	ALBERT & GALE CHIODI	PO BOX 160789	ALTAMONTE SPRINGS, FL 32716-0789
130	10007511	VINCENT FOLGORE	1200 OLD MOUNT DORA RD	EUSTIS, FL 32726-7945
130	10007684	VINCENT FOLGORE	1200 OLD MT DORA RD	EUSTIS, FL 32726-7945
130	10007512	MARK & BERNESSA MCNEALY	P O BOX 194	EUSTIS, FL 32727-0194
130	10006984	RANDALL T. SCOGGINS	PO BOX 687	MOUNT DORA, FL 32756-0687
130	10007556	SHAWN HILGERS	P O BOX 827	MT DORA, FL 32756-0827
130	10007401	CHARLOTTE GRAVES	PO BOX 993	MOUNT DORA, FL 32756-0993
130	10007404	CHARLOTTE GRAVES	PO BOX 993	MOUNT DORA, FL 32756-0993
130	10007533	KATARINAH MAZAR	PO BOX 1624	MOUNT DORA, FL 32756-1624
130	10007715	CHRISTINE BUSCHOR	B & W FEED STOP	MT DORA, FL 32757
130	10007957	GERALD A HURLBURT	7906 EARLWOOD AVE	MT DORA, FL 32757
130	10007402	JAMES L. MALCOLM	PO BOX 605	TANGERINE, FL 32757
130	10007526	GARI ANNIE ZEGAN	308 N TREMAIN ST	MT DORA, FL 32757-5647
130	10006904	MICHAEL BEIMS	1211 ROBBIE AVE	MOUNT DORA, FL 32757-6337
130	10007664	RHODA SPINKS	7233 DUDLEY AVE	MT DORA, FL 32757-7021
130	10007679	C L VANWAARDHUIZEN	5902 N ORANGE BLOSSOM TR	MT DORA, FL 32757-7041
130	10007680	C L VANWAARDHUIZEN	5902 N ORANGE BLOSSOM TR	MT DORA, FL 32757-7041
130	10007493	KENNETH LAVALLE	7644 DUDLEY AVE	MT DORA, FL 32757-7056
130	10007591	ROB WANSLEY	7601 DUDLEY AVE	MT DORA, FL 32757-7057
130	10007668	BRIAN & TAMMY HOLLEY	5957 HURON ST	MT DORA, FL 32757-7063
130	10007170	THOMAS HOLLINGSWORTH	5107 DORA DRIVE	MOUNT DORA, FL 32757-7107
130	10007257	THOMAS HOLLINGSWORTH	5107 DORA DRIVE	MOUNT DORA, FL 32757-7107
130	10007004	THOMAS D. HURLBURT	5221 DORA DRIVE	MOUNT DORA, FL 32757-7107
130	10007171	DONALD & MARYBE MCCALLUM	5159 DORA DRIVE	MOUNT DORA, FL 32757-7107
130	10007013	HARRY OSHMAN	5147 DORA DRIVE	MOUNT DORA, FL 32757-7107
130	10007012	DEBBIE & RON RUTHERFORD	5171 DORA DRIVE	MOUNT DORA, FL 32757-7107
130	10007245	JILL DAVIS	7059 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7116
130	10007254	JOHN PEARL	7011 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7116
130	10007256	SUSAN SCHMIDT	6973 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7116
130	10007246	DIONNE SHANAYA STEVENS	7047 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7116
130	10007255	RICHARD & LINDA WHITE	6985 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7116
130	10006992	JENNIFER HART	7755 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7117
130	10007520	F A MARTIN JR	7421 LAKE OLA CIR	MT DORA, FL 32757-7117
130	10007184	THERESA MILLS	7629 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7117
130	10007222	CHARLES W. CRONEBAUGH	7230 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7118
130	10007260	DAVID KAYE	7012 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7118
130	10007226	BRAD KRYGIER	7100 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7118
130	10007220	DAVID MCDONALD	7242 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7118
130	10007186	LUIGI & LOIDA MARIANA	7448 LAKE OLA CIRCLE	MOUNT DORA, FL 32757-7120
130	10007173	BEN KONKEL	7648 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7121
130	10007211	ROBERT CARDINELL	5223 PALM LANE	MOUNT DORA, FL 32757-7124
130	10007210	HOLLY GEOGHEGAN	5231 PALM LANE	MOUNT DORA, FL 32757-7124
130	10007522	STEPHEN & GLYNN RIVIERE	5203 PALM LN	MT DORA, FL 32757-7124
130	10007259	RONALD CRUZ	6986 LAKE OLA DRIVE	MOUNT DORA, FL 32757-7146

VERIFICATION LIST OF NOTICE NAME AND ADDRESS PRINTING

PLANT	CUST #	NAME	ADDRESS
130	10007258	WILLIAM MOON	6974 LAKE OLA DRIVE
130	10007549	JESUS RODRIGUEZ	6401 WADSWORTH RD
130	10007460	JACK JACKSON JR	5425 TERRELL RD
130	10007465	JACK JACKSON JR	5425 TERRELL RD
130	10007468	REUBEN SMITH	5409 TERRELL RD
130	10006902	CHARLOTTE GRAVES	P O BOX 993
130	10007507	CHENIQUA HILL	C/O CHARLIE DOSTON
130	10007631	BILLY R HUDSON	P O BOX 587
130	10008192	DAVID & NANCY MCDONALD	7242 LAKE OLA DR
130	10007405	U S POST OFFICE	PO BOX 9998
130	10007573	NATALIE WILLIAMS	C/O MADIE CANNON
130	10007629	STEVE WILEY	P O BOX 4
130	10007554	DOROTHY SMITH	P O BOX 12
130	10007527	OTTO W HURD JR	PO BOX 13
130	10006995	STEPHEN & CONNIE HUNTER	PO BOX 14
130	10007223	STEVE BLANTON	PO BOX 22
130	10007408	DONNA P. MCKENNA	PO BOX 24
130	10007667	ALTON HOPKINS	P O BOX 25
130	10007188	DENNIS KELLENBERGER	PO BOX 32
130	10007650	WILLIAM CLARKE	P O BOX 33
130	10007637	JAMES K CARD	P O BOX 35
130	10007560	OLIVIA HAMILTON	P O BOX 36
130	10007625	CAROL D CLARKE	P O BOX 37
130	10007489	M SGT HAROLD DUDLEY SR	P O BOX 41
130	10007562	SALLIE MOSS	P O BOX 43
130	10007525	HECTOR PEREZ	PO BOX 56
130	10006907	KARL & SUE ANN BUERGER	P O BOX 63
130	10007540	JOANNE BARTELL	PO BOX 64
130	10007585	LAURENE BROWN	P O BOX 65
130	10007662	THOMAS & NANCY JENSEN	P O BOX 66
130	10007209	R W SAYLER	PO BOX 68
130	10007579	PATRICIA HESTER	P O BOX 71
130	10007575	MADIE CANNON	P O BOX 81
130	10007576	MADIE L CANNON	P O BOX 81
130	10007413	MARILYN VANZANT	PO BOX 82
130	10007195	BARBARA D. SCHMIDT	PO BOX 84
130	10007523	BARBARA MCMAHAN	PO BOX 85
130	10007244	G A JAILLET	PO BOX 86
130	10007478	JAMES MCCLUSTER	P O BOX 92
130	10007586	EUGENE HILL	P O BOX 93
130	10007587	L M HILL	P O BOX 93
130	10007251	MARTHA ROBERTS	PO BOX 97
130	10007415	GORDON CAULEY JR	PO BOX 98
130	10007498	MICHAEL DIEMER	PO BOX 101
130	10007538	JEFFREY WOODHAM	PO BOX 102
130	10007636	PHILIP C THAYER	P O BOX 104
130	10007486	JAMES POINDEXTER	P O BOX 114
130	10007001	STEVE & DANA ROCCA	PO BOX 115
130	10006900	PAUL BEAVER	P O BOX 116
130	10007474	CHARLES M WILLIAMS	P O BOX 124
130	10007519	JOHN MOLEWSKI	P O BOX 131

P O BOX 193

P O BOX 81

PLANT	ZIP
MOUNT DORA, FL	32757-7146
MT DORA, FL	32757-7400
MT DORA, FL	32757-7405
MT DORA, FL	32757-7405
MT DORA, FL	32757-7405
TANGERINE, FL	32777
TANGERINE, FL	32777
TANGERINE, FL	32777
TANGERINE FL	32777
TANGERINE, FL	32777
TANGERINE, FL	32777
TANGERINE, FL	32777
TANGERINE, FL	32777-0004
TANGERINE, FL	32777-0012
TANGERINE, FL	32777-0013
TANGERINE, FL	32777-0014
TANGERINE, FL	32777-0022
TANGERINE, FL	32777-0024
TANGERINE, FL	32777-0025
TANGERINE, FL	32777-0032
TANGERINE, FL	32777-0033
TANGERINE, FL	32777-0035
TANGERINE, FL	32777-0036
TANGERINE, FL	32777-0037
TANGERINE, FL	32777-0041
TANGERINE, FL	32777-0043
TANGERINE, FL	32777-0056
TANGERINE, FL	32777-0063
TANGERINE, FL	32777-0064
TANGERINE FL	32777-0065
TANGERINE, FL	32777-0066
TANGERINE, FL	32777-0068
TANGERINE, FL	32777-0071
TANGERINE, FL	32777-0081
TANGERINE, FL	32777-0081
TANGERINE, FL	32777-0082
TANGERINE, FL	32777-0084
TANGERINE, FL	32777-0085
TANGERINE, FL	32777-0086
TANGERINE, FL	32777-0092
TANGERINE, FL	32777-0093
TANGERINE, FL	32777-0093
TANGERINE, FL	32777-0097
TANGERINE, FL	32777-0098
TANGERINE, FL	32777-0101
TANGERINE, FL	32777-0102
TANGERINE, FL	32777-0104
TANGERINE, FL	32777-0114
TANGERINE, FL	32777-0115
TANGERINE, FL	32777-0116
TANGERINE, FL	32777-0124
TANGERINE, FL	32777-0131

APPENDIX B
PAGE 2 OF 5

VERIFICATION LIST OF NOTICE NAME AND ADDRESS PRINTING

PLANT	CUST #	NAME	ADDRESS	ZIP
130	10007552	CARRIE AACKSON	P O BOX 132	TANGERINE, FL 32777-0132
130	10007686	JOHN C CREASY	P O BOX 134	TANGERINE, FL 32777-0134
130	10007553	YIVIAN MINCEY	P O BOX 143	TANGERINE, FL 32777-0143
130	10006881	EVELYN E ROBINSON	P O BOX 145	TANGERINE, FL 32777-0145
130	10007541	KRISTI ANTHONY	PO BOX 151	TANGERINE, FL 32777-0151
130	10006914	JOSEPH KAUK	P O BOX 155	TANGERINE, FL 32777-0155
130	10006915	DIANE RAY	P O BOX 156	TANGERINE, FL 32777-0156
130	10007623	DOROTHY MUSIC	P O BOX 157	TANGERINE, FL 32777-0157
130	10007620	TANGERINE IMPROVEMENT SOC	P O BOX 161	TANGERINE, FL 32777-0161
130	10007539	CARL RICE	PO BOX 164	TANGERINE, FL 32777-0164
130	10007206	DON NODERER	PO BOX 173	TANGERINE, FL 32777-0173
130	10007633	UMBERTO DELGADO	P O BOX 174	TANGERINE, FL 32777-0174
130	10007654	KENNETH NICCUM	P O BOX 176	TANGERINE, FL 32777-0176
130	10007559	JAMES CAMPBELL	P O BOX 178	TANGERINE, FL 32777-0178
130	10007691	OSCAR T POOLE	P O BOX 182	TANGERINE, FL 32777-0182
130	10007555	FRANCES H FERGUSON	P O BOX 185	TANGERINE, FL 32777-0185
130	10006912	SHIRLEY OLMSTEAD	P O BOX 188	TANGERINE, FL 32777-0188
130	10007480	CHARLIE DOSTON	P O BOX 193	TANGERINE, FL 32777-0193
130	10007193	DAVID A. BRYIE	PO BOX 201	TANGERINE, FL 32777-0201
130	10007212	ROBERT POTTER	PO BOX 202	TANGERINE, FL 32777-0202
130	10007249	TERRELL A NEW	PO BOX 208	TANGERINE, FL 32777-0208
130	10007535	NICHOLAS PUGLIESE	PO BOX 214	TANGERINE, FL 32777-0214
130	10006890	WILLIAM R DOUDNA	P O BOX 215	TANGERINE, FL 32777-0215
130	10007581	ROSCOE BROWN	P O BOX 224	TANGERINE, FL 32777-0224
130	10007580	GREATER MT CARMEL BAPTIST CHUR	P O BOX 231	TANGERINE, FL 32777-0231
130	10007542	JAMES GIFFORD	PO BOX 232	TANGERINE, FL 32777-0232
130	10007714	JACK EVANS	P O BOX 233	TANGERINE, FL 32777-0233
130	10007196	RANDALL STRAUGHAN	PO BOX 234	TANGERINE, FL 32777-0234
130	10007002	RANDALL J. STRAUGHAN	PO BOX 234	TANGERINE, FL 32777-0234
130	10007642	OWEN L GRIFFIN	P O BOX 238	TANGERINE, FL 32777-0238
130	10007409	JAMES H. SANDER	PO BOX 248	TANGERINE, FL 32777-0248
130	10007584	WILLY P SUBBS	P O BOX 251	TANGERINE, FL 32777-0251
130	10007407	LARRY PONDER	PO BOX 262	TANGERINE, FL 32777-0262
130	10007403	CHARLES H. TYNDALL	PO BOX 266	TANGERINE, FL 32777-0266
130	10007630	JOANN DALY	P O BOX 267	TANGERINE, FL 32777-0267
130	10007252	NEIL SIMMONS	PO BOX 268	TANGERINE, FL 32777-0268
130	10007500	TANGERINE COMMUNITY CHURCH	PO BOX 281	TANGERINE, FL 32777-0281
130	10007578	MILDRED BROADWATER	P O BOX 292	TANGERINE, FL 32777-0292
130	10007477	LOTTIE BROWN	P O BOX 294	TANGERINE, FL 32777-0294
130	10007567	OSSIE ADDISON	P O BOX 297	TANGERINE, FL 32777-0297
130	10007505	JUDITH DELEVEAUX	P O BOX 297	TANGERINE, FL 32777-0297
130	10007572	PRESTON STURRUP	P O BOX 297	TANGERINE, FL 32777-0297
130	10006888	CHARYL & SCOTT PLASTERER	P O BOX 298	TANGERINE, FL 32777-0298
130	10007649	ROBERT C STEVENS	P O BOX 306	TANGERINE, FL 32777-0306
130	10007192	DENNY & PATSY SHIVER	PO BOX 308	TANGERINE, FL 32777-0308
130	10007682	FRANCISCO CASTILLO	P O BOX 312	TANGERINE, FL 32777-0312
130	10006879	TONY VANDERBERG	P O BOX 314	TANGERINE, FL 32777-0314
130	10007263	GREGORY HATHAWAY	PO BOX 323	TANGERINE, FL 32777-0323
130	10007265	GREGORY HATHAWAY	PO BOX 323	TANGERINE, FL 32777-0323
130	10007247	DONALD DECKER	PO BOX 325	TANGERINE, FL 32777-0325
130	10007194	IMA JEAN SPRINKLE	PO BOX 326	TANGERINE, FL 32777-0326

VERIFICATION LIST OF NOTICE NAME AND ADDRESS PRINTING

PLANT	CUST #	NAME	ADDRESS	ZIP
130	10006993	ERNEST L. DEUPREE	PO BOX 327	TANGERINE, FL 32777-0327
130	10007644	WILLIAM K BENNETT	P O BOX 333	TANGERINE, FL 32777-0333
130	10007643	RALPH KLIMOVICH	P O BOX 333	TANGERINE, FL 32777-0333
130	10007411	LAURA BRAINARD	PO BOX 334	TANGERINE, FL 32777-0334
130	10007502	KAYE & TOM ANDERSON	PO BOX 337	TANGERINE, FL 32777-0337
130	10007215	SHAHARA CHANDRA	PO BOX 354	TANGERINE, FL 32777-0354
130	10007503	WARD & DIANE WHITTINGTON	P O BOX 358	TANGERINE, FL 32777-0358
130	10007564	ZONNIE HANDSBOROUGH	P O BOX 363	TANGERINE, FL 32777-0363
130	10006899	RALPH PENLEY	P O BOX 366	TANGERINE, FL 32777-0366
130	10006994	GAIL GREGG	PO BOX 368	TANGERINE, FL 32777-0368
130	10006999	RONALD KUHN	PO BOX 381	TANGERINE, FL 32777-0381
130	10006880	PHILLIP CHANDLER	P O BOX 393	TANGERINE, FL 32777-0393
130	10007641	KINSEY TEETER	P O BOX 394	TANGERINE, FL 32777-0394
130	10007558	JOHN CROSBY	P O BOX 401	TANGERINE, FL 32777-0401
130	10007582	GLANVILL ANGEL	P O BOX 411	TANGERINE, FL 32777-0411
130	10007647	GLORIA GLOVER	P O BOX 414	TANGERINE, FL 32777-0414
130	10007208	CHARLES PIERCE	PO BOX 415	TANGERINE, FL 32777-0415
130	10007213	MICHELE ALDERMAN	PO BOX 416	TANGERINE, FL 32777-0416
130	10007570	RONNIE ROLLINGS	P O BOX 421	TANGERINE, FL 32777-0421
130	10007410	THOMAS BLISS	PO BOX 424	TANGERINE, FL 32777-0424
130	10007191	HARRY ALVAREZ	PO BOX 444	TANGERINE, FL 32777-0444
130	10007189	THERESA HARVEY	PO BOX 452	TANGERINE, FL 32777-0452
130	10007225	IRLIANNA SAMSARA	PO BOX 456	TANGERINE, FL 32777-0456
130	10007624	BRYAN N JOY	P O BOX 474	TANGERINE, FL 32777-0474
130	10007632	TRACY L DUKETT	P O BOX 484	TANGERINE, FL 32777-0484
130	10007003	RICHARD HURLBURT	PO BOX 485	TANGERINE, FL 32777-0485
130	10007174	RICHARD HURLBURT	PO BOX 485	TANGERINE, FL 32777-0485
130	10007532	CHARLES M KING	P O BOX 486	TANGERINE, FL 32777-0486
130	10007524	FRANK NAAB	PO BOX 488	TANGERINE, FL 32777-0488
130	10007568	DONALD & JEAN GORDON	P O BOX 494	TANGERINE, FL 32777-0494
130	10007530	LAWRENCE C KELLEY III	P O BOX 522	TANGERINE, FL 32777-0522
130	10007652	JENNIFER & MICHAEL CRISAN	P O BOX 52C	TANGERINE, FL 32777-0526
130	10007515	RONALD & SHANNON LOCKE	P O BOX 527	TANGERINE, FL 32777-0527
130	10007653	JOE & DANIELLE TOMLINSON	P O BOX 546	TANGERINE, FL 32777-0546
130	10006901	SHELIA CANTONE	P O BOX 552	TANGERINE, FL 32777-0552
130	10007504	STAN & GRACE CULLER	PO BOX 553	TANGERINE, FL 32777-0553
130	10007692	OSSIE LEE RILEY	P O BOX 555	TANGERINE, FL 32777-0555
130	10007565	WILLIAM GOVAN	P O BOX 558	TANGERINE, FL 32777-0558
130	10007566	KIM WRIGHT	P O BOX 566	TANGERINE, FL 32777-0566
130	10006876	WILLIAM & SUZANNE CASTEEL	P O BOX 606	TANGERINE, FL 32777-0606
130	10006866	DURRANT KELLOGG	P O BOX 615	TANGERINE, FL 32777-0615
130	10006911	DURRANT KELLOGG	P O BOX 615	TANGERINE, FL 32777-0615
130	10006983	BETTY ANN WILEY	PO BOX 616	TANGERINE, FL 32777-0616
130	10007172	CINDY & DANNY HARROD	PO BOX 619	TANGERINE, FL 32777-0619
130	10007550	JAMES R COFFMAN SR	P O BOX 621	TANGERINE, FL 32777-0621
130	10006882	DONALD R JOHNSON	P O BOX 622	TANGERINE, FL 32777-0622
130	10007207	SUSAN HITCHINS	PO BOX 626	TANGERINE, FL 32777-0626
130	10006883	ALBYN ROMAN	P O BOX 628	TANGERINE, FL 32777-0628
130	10007518	SHARON A BURLIGAME	P O BOX 637	TANGERINE, FL 32777-0637
130	10006878	AVERN THOMAS	P O BOX 701	TANGERINE, FL 32777-0701
130	10007627	TED & ANNETTE ROMAINE	P O BOX 702	TANGERINE, FL 32777-0702

VERIFICATION LIST OF NOTICE NAME AND ADDRESS PRINTING

PLANT	CUST #	NAME	ADDRESS	ZIP
130	10007005	JAMES F. MAIRS	PO BOX 705	TANGERINE, FL 32777-0705
130	10007621	JULIA MEREDITH	P O BOX 707	TANGERINE, FL 32777-0707
130	10007414	WILLIAM L. FRANKLIN	PO BOX 711	TANGERINE, FL 32777-0711
130	10007534	GENE L HENDERSON	P O BOX 713	TANGERINE, FL 32777-0713
130	10007416	ELOISE HACKWORTH	PO BOX 714	TANGERINE, FL 32777-0714
130	10007227	TIM & MARGARET PRESTON	PO BOX 724	TANGERINE, FL 32777-0724
130	10006885	CHARLES E BROWN	P O BOX 731	TANGERINE, FL 32777-0731
130	10006886	JULIE & TERRY CRAIG	P O BOX 731	TANGERINE, FL 32777-0731
130	10007521	PAMELA WHITE	PO BOX 733	TANGERINE, FL 32777-0733
130	10006873	WILLIAM WHITE	P O BOX 738	TANGERINE, FL 32777-0738
130	10006875	WILLIAM WHITE	P O BOX 738	TANGERINE, FL 32777-0738
130	10006903	GARY GRASS	P O BOX 739	TANGERINE, FL 32777-0739
130	10007689	GENE R BASTA	CLS CONSULTING&MARKETING	TAVARES, FL 32778
130	10007716	SHIRLEY A PIERCE	LAKE W COLEMAN TRUST	ZELLWOOD, FL 32798
130	10007472	FLORINE MILLER	P O BOX 333	ZELLWOOD, FL 32798-0333
130	10007475	PEGGY WEBB	P O BOX 335	ZELLWOOD, FL 32798-0335
130	10007467	LEATHA M DOWDELL	P O BOX 379	ZELLWOOD, FL 32798-0379
130	10007473	ELMON & EMILY CHARLTON	P O BOX 545	ZELLWOOD, FL 32798-0545
130	10007469	HOUSTON WILLIAMS	P O BOX 545	ZELLWOOD, FL 32798-0545
130	10007479	CLARENCE WALDER	P O BOX 1101	ZELLWOOD, FL 32798-1101
130	10007529	GLENDA & JOSE GARCIA	PO BOX 1162	ZELLWOOD, FL 32798-1162
130	10007690	CRUZ YNTRIAGO	P O BOX 1191	ZELLWOOD, FL 32798-1191
130	10006909	LIBORIO L MALDONADO	P O BOX 1203	ZELLWOOD, FL 32798-1203
130	10007528	JUAN PALACIOS	P O BOX 1373	ZELLWOOD, FL 32798-1373
130	10007571	HORACE IVORY	1226 KAZART	ORLANDO, FL 32811-4010
130	10007545	MICHAEL MCGOWAN	6501 SAGEWOOD DR	ORLANDO, FL 32818-5934
130	10007509	JOEY LARSON	7120 LAKEVILLE RD	ORLANDO, FL 32818-8804
130	10007537	CHARLENE LANE	P O BOX 607095	ORLANDO, FL 32860-7095
130	10007495	THOMAS E PICTON	205 S LAKESHORE BLVD	HOWEY IN THE HILLS, FL 34737-3403
130	10006908	GEORGE L LAMAN	1130 E PLANT ST #H	WINTER GARDEN, FL 34787-2999
130	10006893	JERRY M HOWELL	581 NW COLONIAL ST	PORT ST LUCIE, FL 34983-8650
130	10006891	COLLETTE M RANCE	1250 SW CEDAR COVE	PORT ST LUCIE, FL 34986-2037
130	10007185	DR REULING	114 HAMPSHIRE	WATERLOO, IA 50701-4009
130	10007508	LLOYD BARNES	7521 RIDGE DRIVE, NE	SEATTLE, WA 98115-5240
130	10007506	LLOYD E. BARNES	7521 RIDGE DRIVE NE	SEATTLE, WA 98115-5240

TOTAL PRINTED 239

APPENDIX B
PAGE 5 OF 5

Exhibit O

Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

Please see Appendix O-1.

The Orlando Sentinel

Published Daily

State of Florida } S.S.
COUNTY OF ORANGE

Before the undersigned authority personally appeared DEBORAH TONEY, who on oath says that he/she is the Legal Advertising Representative of The Orlando Sentinel, a daily newspaper published at ORLANDO in ORANGE County, Florida; that the attached copy of advertisement, being a NOTICE OF APPLICAT in the matter of WATER FACILITIES in the ORANGE Court, was published in said newspaper in the issue; of 02/16/00

Affiant further says that the said Orlando Sentinel is a newspaper published at ORLANDO, in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each Week Day and has been entered as second-class mail matter at the post office in ORLANDO in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached of advertisement; and affiant further says that he/she has neither paid promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledged before me this 16th day of FEB., 192000 by DEBORAH TONEY, who is personally known to me and who did take an oath.

(SEAL)

NOTARY PUBLIC
Bonded By Service Ins
No. CC619266
1. Personally Known 1. Other 1.0

NOTICE OF APPLICATION FOR TRANSFER OF WATER FACILITIES FROM TANGERINE WATER COMPANY TO FLORIDA WATER SERVICES CORPORATION

Notice is hereby given on February 16, 2000, pursuant to Section 367.071, Florida Statutes, of the Application of Transfer of Water Facilities from Tangerine Water Company to Florida Water Services Corporation. The affected water service territory in Orange County, Florida, as follows:

DESCRIPTION OF TERRITORY SERVED ORANGE COUNTY

- In Township 20 South, Range 27 East, Orange County
- Section 4 - The South 1/2
- Section 5 - All of Section
- Section 5- All of Section
- Section 6 - All of Section that is in Orange County
- Section 7 - All of Section
- Section 8 - All of Section
- Section 9 - The West 1/2
- Section 16 - The Northwest corner bordered by State Road 448 & U.S. 441
- Section 17 - All of Section
- Section 18 - All of Section

Any objection to said application must be made in writing within thirty days from this date to: Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870. A copy of any objection should be mailed to the applicant, whose address is: Florida Water Services Corporation, Attn: Matthew J. Feil, Esquire, P.O. Box 609520, Orlando, Florida 32860-9520. LAK3152780 FEB. 16, 2000

The Orlando Sentinel

Published Daily

State of Florida } S.S.
COUNTY OF ORANGE

2000
FEB
16

Before the undersigned authority personally appeared DEBORAH TONEY, who on oath says that he/she is the Legal Advertising Representative of The Orlando Sentinel, a daily newspaper published at TAVARES LAKE in LAKE County, Florida; that the attached copy of advertisement, being a NOTICE OF APPLICATION FOR TRANSFER OF WATER FACILITIES in the matter of WATER FACILITIES in the LAKE Court, was published in said newspaper in the issue; of 02/16/00

Affiant further says that the said Orlando Sentinel is a newspaper published at TAVARES LAKE County, Florida, and that the said newspaper has heretofore been continuously published in said LAKE County, Florida, each Week Day and has been entered as second-class mail matter at the post office in TAVARES LAKE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledged before me this 16th day of FEB., 192000 by DEBORAH TONEY, who is personally known to me and who did take an oath.

(SEAL)

Notary Public
No. CC610266
Expiring 3/10/2001
Notarially Known to Other JD

NOTICE OF APPLICATION FOR TRANSFER OF WATER FACILITIES FROM TANGERINE WATER COMPANY TO FLORIDA WATER SERVICES CORPORATION

Notice is hereby given on February 16, 2000, pursuant to Section 367.071, Florida Statutes, of the Application of Transfer of Water Facilities from Tangerine Water Company to Florida Water Services Corporation. The affected water service territory in Orange County, Florida, as follows:

DESCRIPTION OF TERRITORY SERVED ORANGE COUNTY

- In Township 20 South, Range 27 East, Orange County
- Section 4 - The South 1/2
- Section 5 - All of Section
- Section 5 - All of Section
- Section 6 - All of Section that is in Orange County
- Section 7 - All of Section
- Section 8 - All of Section
- Section 9 - The West 1/2
- Section 16 - The Northwest corner bordered by State Road 448 & U.S. 441
- Section 17 - All of Section
- Section 18 - All of Section

Any objection to said application must be made in writing within thirty days from this date to: Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870. A copy of any objection should be mailed to the applicant, whose address is: Florida Water Services Corporation, Attn: Matthew J. Feil, Esquire, P.O. Box 609520, Orlando, Florida 32860-9520. LAK3152767 FEB. 16, 2000

Exhibit P

Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

Please see quit-claim deed attached Appendix marked P-1.

PREPARED BY/RETURN TO

Del G. Potter, Esquire
POTTER, CLEMENT AND LOWRY
308 E. Fifth Ave.
Mt. Dora, FL 32757

Parcel ID Number:

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this 7th day of January, 2000, by TANGERINE WATER COMPANY, INC., whose post office address is P. O. Box 485, Tangerine, FL 32777, first party, to FLORIDA WATER SERVICES CORPORATION, whose post office address is 1000 Color Place, Apopka, FL 32703, second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the first party, for and in consideration of the sum of TEN DOLLARS (\$10.00), in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Orange, State of Florida, to-wit:

All real property, easements, rights of way, rights and consents owned by and used by the Grantor in the construction, operation and maintenance of the Grantor in the treatment, transmission and distribution of water.

THIS QUIT CLAIM DEED IS BEING RECORDED IN CONNECTION WITH A TRANSACTION INVOLVING AN ASSIGNMENT OF LEASE WHICH HAS BEEN RECORDED PRIOR TO THIS QUIT CLAIM DEED AT OFFICIAL RECORDS BOOK ____, PAGE ____. DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$1,155.00 BASED ON THE TOTAL CONSIDERATION OF \$165,000.00 PAID IN THE TRANSACTION WAS COLLECTED AND PAID IN CONNECTION WITH RECORDING THE ASSIGNMENT OF LEASE, THUS THIS QUIT CLAIM DEED IS BEING RECORDED AND DOCUMENTARY STAMP TAX IN THE MINIMAL AMOUNT OF \$.70 IS BEING COLLECTED AND PAID IN CONNECTION THEREWITH.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity

and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

TANGERINE WATER COMPANY, INC.

[Signature]
Witness Signature
DEL G. PETER

By: [Signature]
R. Gregory Hathaway, President

Printed Witness Name
[Signature]

Witness Signature
ROBERT H. CARDINELL
Printed Witness Name

STATE OF FLORIDA
COUNTY OF LAKE

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared R. Gregory Hathaway as President of TANGERINE WATER COMPANY, INC., known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and an oath was not taken. (Check one:) Said person is personally known to me. Said person provided the following type of identification:

Witness my hand and official seal in the County and State last aforesaid this 7 day of July, 2000.

[Signature]
NOTARY PUBLIC-
(Type or Print Notary Name)
Serial No., if any _____
My Commission Expires:

Exhibit Q

The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. Sample tariff(s) are attached.

An original and two separate copies of the revised tariff sheets are enclosed with the cover letter.

Exhibit R

The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

Please see attached copy of Florida Water's Orange County certificate marked Appendix R-1. The original Florida Water Orange County certificate is enclosed with the original transfer application. Florida Water reminds the Commission that Florida Water sold all of its facilities in Orange County to the County at the end of 1997. Florida Water's Orange County certificate has not heretofore been cancelled because Docket No. 920199-WS remains pending.

Please see Appendix R-2, an affidavit from Ms. Connie Hurlburt, as to the status of Tangerine's original certificate.

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number
84 - W

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

FLORIDA WATER SERVICES CORPORATION

Whose principal address is:

1000 Color Place
Apopka, Florida 32703 (Orange County)

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

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

ORDER	PSC-95-0567-FOF-WS	DOCKET	930439-WS
ORDER	PSC-97-0427-FOF-WS	DOCKET	970028-WS
ORDER	PSC-98-0688-FOF-WS	DOCKET	971667-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Diana J. Bayo

Director
Division of Records and Reporting



AFFIDAVIT OF LOST PUBLIC SERVICE COMMISSION CERTIFICATE

STATE OF FLORIDA
COUNTY OF LAKE

Before me the undersigned authority duly authorized to take oaths and make acknowledgements, there this day personally appeared Connie L. Hurlburt, who after being duly sworn, deposes and says:

1. Affiant is sui juris and over the age of 18 years and has personal knowledge of the facts set forth hereafter.

2. Your Affiant, Connie L. Hurlburt, is a director and the treasurer of Tangerine Water Company and is also the custodian of all corporate records of Tangerine Water Company.

3. Tangerine Water Company, a Florida corporation, provides potable water to less than 300 customers within the Tangerine community located in Orange County, Florida.

4. Tangerine Water Company operates a water distribution company in Tangerine, Florida under Certificate 96-W granted to Tangerine Water Company by the Florida Public Service Commission.

5. Your Affiant is custodian of the records for Tangerine Water Company and has determined that the original certificate issued and granted by the Public Service Commission referred to as Certificate 96-W has been lost.

6. Your Affiant and the other corporate officers have diligently searched all of the records of Tangerine Water Company, but have been unable to find or locate the original lost certificate.

7. This Affidavit is given for the purposes of inducing Florida Water Services Corporation, a Florida corporation, to purchase the assets of Tangerine Water Company and, further, is given for purposes of inducing the Florida Public Service Commission to issue a new certificate to Florida Water Services Corporation as a successor in interest to Tangerine Water Company.

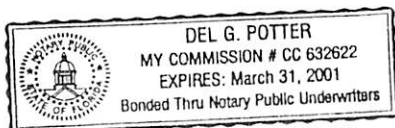
Further, Affiant sayeth not.

Connie L. Hurlburt
CONNIE L. HURLBURT

Sworn to and subscribed before me this 7 day of January, 2000, by Connie L. Hurlburt,

who is personally known to me; or

who produced _____ as identification.



Del G. Potter
NOTARY PUBLIC
My Commission Expires:



000333-WU

March 20, 2000

Via Federal Express

Ms. Blanca Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

DEPOSIT DATE
D264 MAR 22 2000

RE: Application for Transfer of Water Facilities in Orange County from
Tangerine Water Company, Inc. to Florida Water Services Corporation

Dear Ms. Bayo:

Enclosed are an original and seven copies of Florida Water Services Corporation ("Florida Water") Application for Transfer of Water Facilities of Tangerine Water Company, Inc. ("Tangerine Water") to Florida Water. A check in the amount of \$750.00 representing the required filing fees, is also enclosed.

Florida Water closed on the Acquisition of Tangerine Water on January 7, 2000. Consistent with Section 367.071 (1), Florida Statutes, this Acquisition is contingent on the Commission's approval.

Also enclosed are the original certificate and an original and two copies of the tariff sheets to forward to the Division of Water and Wastewater.

Kindly acknowledge receipt of the enclosed by date-stamping the copy of this letter and returning it in the self-addressed, stamped envelope which is enclosed for your

THIS DOCUMENT HAS A VOID FEATURE IN THE COLORED BACKGROUND. BACK OF DOCUMENT HAS ENDORSEMENT AREA AND A REPEATED ARTIFICIAL WATERMARK THAT READS "CHECK PROTECT". HOLD AT ANGLE TO VIEW.



P.O. Box 609520
Orlando, FL 32860-9520
(407) 880-0058

DATE CHECK #
2/09/2000 000043610

64-79
611

SunTrust Bank, Northwest Georgia, N.A.
SunTrust Bank, Central Florida, N.A.
SunTrust Center Office (407) 839-4786
Orlando, FL 32801

PAY LEGAL AMOUNT WRITTEN OUT IN DOLLARS
Seven Hundred Fifty and 00/100 Dollars

VOID AFTER 90 DAYS
AMOUNT
\$*****750.00

TO THE ORDER OF:

FLORIDA PUBLIC SERVICE COMM
2540 SHUMARD OAK BLVD.
TALLAHASSEE FL 33299-0850

03574-00
3/21/00

BY
TWO SIGNATURES REQUIRED IF OVER \$100,000.00
BY

⑈000043610⑈