

BEN E. GIRTMAN

Attorney at Law

1020 East Lafayette Street
Suite 207
Tallahassee, Florida 32301-4552

Telephone: (850) 656-3232
(850) 656-3233
Facsimile: (850) 656-3233

November 30, 1998

Ms. Samantha McRae
Legal Division
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 981589-WU, Application for approval of transfer of a portion of facilities operated under Certificate No. 40-W in Orange County from Utilities, Inc. of Florida to the City of Maitland.

Dear Ms. McRae:

Enclosed are copies of the following documents whereby the Seller and the City of Maitland closed in escrow pending final action of the Commission: Statutory Warranty Deed, Bill of Sale, Affidavit of No Liens from Seller, Certificate of Good Standing of Utilities, Inc. of Florida, Closing Statement, and Memorandum of Closing. Please see the Memorandum of Closing for details of the escrow.

As soon as the Commission's final order is issued, the documents and funds will be disbursed in accordance with the approval or disapproval by the Commission.

A copy of the enclosures has been provided to the Clerk's office for filing..

Sincerely yours,

Ben E. Girtman
Ben E. Girtman

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPC _____
- RCH _____
- SEC _____
- WAS _____
- OTH _____

Encls.

cc w/out encls: Mr. Carl Wenz, Utilities, Inc.
Mr. Herbert Langston, Jr. City Attorney
Mr. Don Rasmussen
PSC Clerk w/copy

C:\cases\wine\druid\mcrae ltr.wpd

per Mr. Girtman (confirmed by phone call) - he represents Utilities, Inc. kg

Done 2/26/99

DOCUMENT NUMBER-DATE
02028 FEB 16 99
FPSC-RECORDS/REPORTING

BEN E. GIRTMAN
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Encls.

cc w/out encls: Mr. Carl Wenz, Utilities, Inc.
Mr. Herbert Langston, Jr. City Attorney
Mr. Don Rasmussen
PSC Clerk *w/copy*

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DOCUMENT NUMBER-DATE
02028 FEB 16 99
FPSC-RECORDS/REPORTING

**INDEX OF
CLOSING DOCUMENTS**

SELLER: Utilities Inc. of Florida

PURCHASER: City of Maitland, Florida

DATE: February 15, 1999

1. Statutory Warranty Deed
2. Bill of Sale
3. Affidavit of No Liens from Seller
4. Certificate of Good Standing - Utilities Inc. of Florida
5. Closing Statement
6. Memorandum of Closing

PREPARED BY AND RETURN TO:

Ben E. Girtman, Esq.
1020 E. Layfayette Street
Suite 207
Tallahassee, Fl 32301

STATUTORY WARRANTY DEED

THIS INDENTURE, is made on the 15th day of February, 1999, between Utilities, Inc. of Florida, a Florida corporation, whose address is 200 Weathersfield Avenue, Altamonte Springs, FL 32714 (Grantor), and the City of Maitland, Florida, a Florida municipality, whose address is City Hall, 1776 Independence Lane, Maitland, FL 32751, (Grantee).

WITNESSETH

Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated in Orange County, Florida:

**LEGAL DESCRIPTION - SEE EXHIBIT "A" ATTACHED
HERETO AND INCORPORATED HEREIN**

SUBJECT to applicable land use and zoning restrictions and to easements, reservations and restrictions of record, if any, which are specifically not reimposed or extended hereby, and to taxes for year 1999 and subsequent years.

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

The tax parcel number for the afore described property is: 25-21-29-2236-00281.
Tax identification number for the Grantee is TAX EXEMPT NUMBER 58-09-09-7036-54C.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed sealed and delivered in the presence of:

UTILITIES, INC. OF FLORIDA
a Florida corporation

Herbert A. Langston, JR.
Print name

By: Donald Rasmusen
Name: DONALD RASMUSSEN
Its: VICE PRESIDENT

FABIAN HURTADO
Print name

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 15th day of February, 1999, by Donald Rasmusen as Vice President of Utilities, Inc. of Florida, a Florida corporation. (He) [She] [is personally known to me] [has produced FL driver's license # R259 199 41243 as identification.

Mitzi L. Mazak
Notary Public
Print name Mitzi L. Mazak
My commission expires: _____



Exhibit "A"
to
Statutory Warranty Deed

WATER TREATMENT PLANT, SOUTH VIEW ROAD

Legal Description

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

Note:

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

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that UTILITIES INC. OF FLORIDA, a Florida corporation, ("Seller"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to it paid by the City of Maitland, a Florida municipality, ("Buyer"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does hereby grant, bargain, sell, transfer and deliver unto the Buyer, its successors and assigns, the following goods and chattels:

SEE ATTACHED EXHIBIT "A", the personal property used by the Seller in providing water utility services in those portions of its certificated service area as described in Exhibit "B" attached.

TO HAVE AND TO HOLD the same unto said Buyer, its successors and assigns forever.

AND Seller does, for itself, its successors and assigns, covenant to and with said Buyer, its successors and assigns, that it is the lawful owner of said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of said property, goods and chattels hereby made, unto the said Buyer, its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Seller hereunto sets his hand and seal this 15th day of February 1999.

Signed sealed and delivered
in the presence of:

[Signature]
Fabian Quintado

UTILITIES, INC. OF FLORIDA
a Florida corporation

By: *[Signature]*
Name: DONALD KASMUSSEN
Its: VICE PRESIDENT

ACKNOWLEDGMENT
TO
BILL OF SALE

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 15th day of February, 1999, by Donald Rasmussen as Vice President of Utilities, Inc. of Florida, a Florida corporation. (He) [She] [is personally known to me] [has produced FL driver's license # R05019941243 as identification.

Mitzi L Mazak
Notary Public
Print name Mitzi L. Mazak
My commission expires: _____

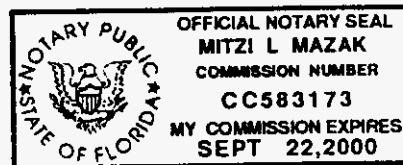


Exhibit "A"
to
Bill of Sale

The goods and chattels conveyed by this bill of sale include:

- 1) One 3,000 gallon pneumatic water storage tank.
- 2) One well, the well controls, and pumping facilities located on the 20' x 60' real property conveyed by deed contemporaneously with this bill of sale.
- 3) The water mains, service lines, meters, valves, and hydrants owned by Seller and located within the Druid area, specifically within those portions of Druid Hills Subdivision, Druid Hills Estates Subdivision, and Druid Isle Subdivision, more specifically described in Exhibit "B" to Bill of Sale, attached hereto and incorporated herein.
- 4) All other property, inventory and equipment located on site (other than vehicles) used in connection with the operation of the central water system as they pertain to the Owner's operations in the portions of the service area described in Exhibit "B" to this bill of sale.

Exhibit "B"
to
Bill of Sale

DRUID HILLS

ORANGE COUNTY, FLORIDA

DESCRIPTION

Begin at NE cor. Sec. 26 T.21S. R.29E. run West 1326.61 ft to NW cor. NE $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec. 26 T.21S. R.29E. run thence S. 0° 9' E. 880 ft., thence NEly to SE. cor. of N $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec. 26 T.21S. R.29E., thence N. 0° 7' E. 691.85 ft to point of beginning.

ALSO: Begin at NW. cor. Sec. 25 T.21S. R.29E. run S. 89° 47' E. 303 ft. along Section Line, thence S. 0° 07' W. 232.85 ft. thence N. 89° 47' W. 37.6 ft., thence S. 0° 22' W. 455 ft. more or less to South line of N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ in Lake, thence West along said South line in Lake to SW. Cor. N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Sec. 25 T.21S. R.29E.; thence N. 0° 07' E. 691.85 ft. to point of beginning.



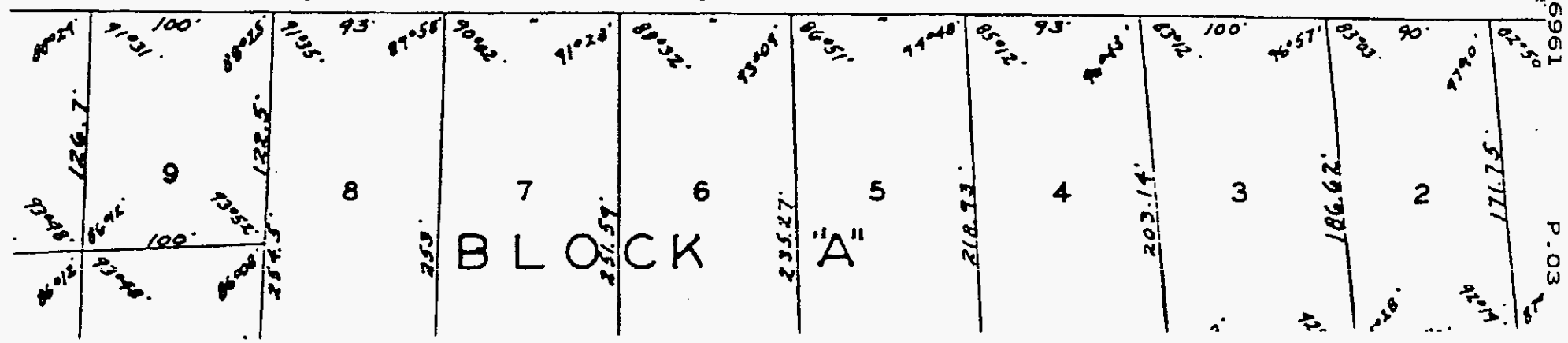
SEMINOLE COUNTY NOT PLATTED

407 6961

P.03

Line of Description West 1326.61'

ORANOLE ROAD



DRUID HILLS ESTATES ORANGE COUNTY, FLORIDA

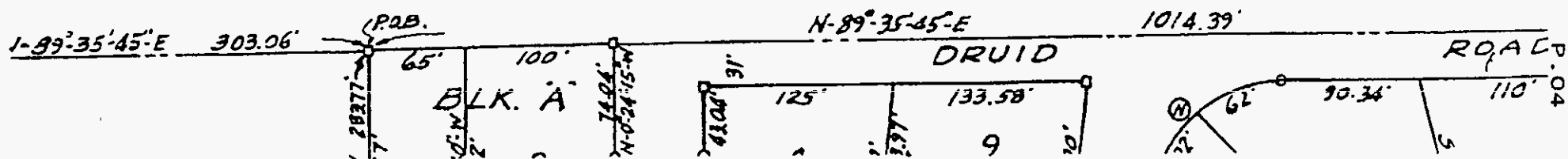
DESCRIPTION

BEGIN 303.06 FEET N-89°-35'-45"-E OF THE N.W. COR. OF SECTION 25, TWP. 21 S, RANGE 29 E, RUN THENCE N-89°-35'-45"-E 1014.39 FEET TO THE N.E. COR. OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25, RUN THENCE S-0°-14'-06"-E 1025 FEET, THENCE RUN S-89°-35'-45"-W 1131.68 FEET, THENCE N-0°-16'-40"-W 333.15 FEET, THENCE RUN N-89°-35'-45"-E 78.89 FEET, THENCE RUN N-0°-04'-50"-W 458.20 FEET, TO THE N.E. COR. OF LOT 16, BLOCK "B", DRUID HILLS AS RECORDED IN PLAT BOOK "T" ON PAGE 9, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN THENCE N-89°-46'-10"-E 37.6 FEET, RUN THENCE N-0°-16'-40"-W 233.77 FEET TO THE POINT OF BEGINNING.

THE LAND DEPICTED IN THIS PLAT IS SUBJECT TO ZONING AS PROVIDED BY LAW.

2

ACT PLATTED



"DRUID ISLE"

TOWN OF LAKE MAITLAND AND ORANGE COUNTY, FLORIDA

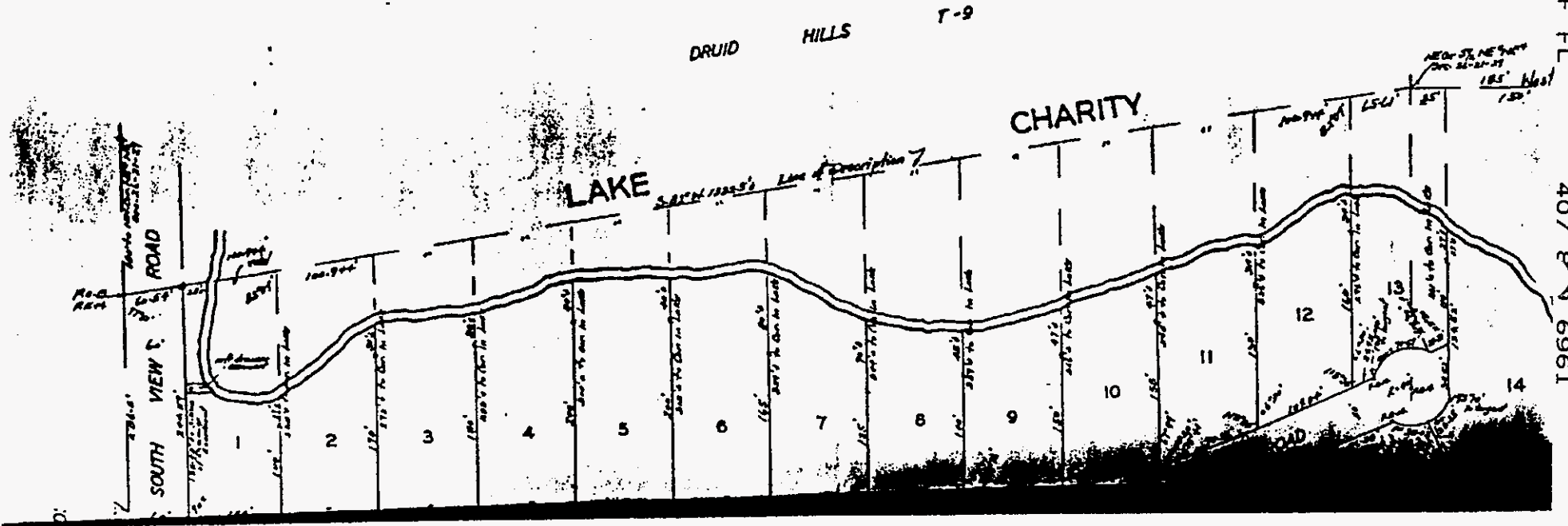
DESCRIPTION:

1=100 FEET

Begin at a point on the West line of the NE¹ of NE⁴ of Section 26, Twp 21 South, Range 29 East, said point being 80 ft. S. 0° 09' E. from the NW Cr. of said NE¹ of NE⁴, thence continue S. 0° 09' E. 605.3 ft., thence run East parallel with the South line of said NE¹ of NE⁴ 1322.55 ft., more or less, to a point 200 ft. South of the SE Cr. of said NE¹ of NE⁴, thence North 200 ft. to said SE Cr., thence East 105 ft. along the South line of the SW¹ of NW¹ of NW⁴ of Section 25, T. 21 S., R. 29 E., thence North parallel with the West line of said SW¹ of NW¹ of NW⁴ to a point on the North line thereof 135 ft. East of the NW Cr. thereof, thence West 185 ft. to said NW Cr., thence S. 82° N. 1322.5 ft., more or less, to the point of beginning. Bearings based on N. line of NE¹ of NE⁴ Section 26, T. 21 S., R. 29 E. as true East-West line.

The land depicted on this plot is subject to zoning as provided by law.

(3)



AFFIDAVIT OF NO LIENS
FROM SELLER

STATE OF FLORIDA)
COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, personally appeared
DONALD RASMUSSEN ("Affiant"), who, upon being first duly sworn, deposes and says
that:

1. Affiant has personal knowledge of the business affairs of the Owner and is
the VICE PRESIDENT of UTILITIES, INC. OF FLORIDA, a Florida
corporation ("Owner") which is the owner of the real property located in Orange County,
Florida, and legally described in Exhibit "A" attached hereto and incorporated herein (the
"Property").

2. The Property is now in possession of Owner.

3. There has been no labor performed on or materials furnished to the Property
within the past ninety (90) days for which there are unpaid bills; there are no claims
whatsoever of any kind or description against the Property for which liens could be filed;
and no informal notice of any claim has been received by Owner.

4. Owner hereby warrants that Owner has received no notice of any public
hearing regarding assessments for improvements by any government within the past ninety
(90) days, and that there are no unpaid assessments or liens against the Property for
improvements thereto by any government, whether or not said assessments appear of
record.

5. There is no outstanding unrecorded contract of sale, deed, conveyance,
mortgage or loan affecting the title to the Property.

6. Affiant makes and delivers this Affidavit of No Liens fully realizing that the
purchaser is relying hereon in order to close such purchase to the Property.

7. Owner is not a non-resident alien, foreign corporation, foreign partnership,
foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code
and Income Tax Regulations), and the U.S. taxpayer identification number of Owner is
36-285-07-68.

ACKNOWLEDGMENT
TO
AFFIDAVIT OF NO LIENS

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 15th day of February, 1999, by Donald Rasmussen as Vice President of Utilities, Inc. of Florida, a Florida corporation. (He) [She] [is personally known to me] [has produced FL driver's license # R252 199 41 243 as identification.

Mitzi L. Mazak
Notary Public
Print name Mitzi L. Mazak
My commission expires: _____

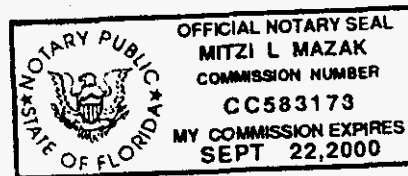


Exhibit "A"
to
Affidavit of No Liens from Seller

WATER TREATMENT PLANT, SOUTH VIEW ROAD

Legal Description

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Note:

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State of Florida



Department of State

I certify from the records of this office that UTILITIES, INC. OF FLORIDA is a corporation organized under the laws of the State of Florida, filed on October 15, 1975.

The document number of this corporation is 487790.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1998, that its most recent annual report was filed on May 4, 1998, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eleventh day of February, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

CLOSING STATEMENT

DATE: February 15, 1999
SELLER: Utilities Inc. of Florida
PURCHASER: City of Maitland, Florida

PURCHASE PRICE: \$159,000.00

Plus additions: None
Less subtractions: None

GROSS AMOUNT DUE SELLER

\$159,000.00

PK (S)
Seller to issue separate check for closing costs and share of real property taxes.

The Seller and the Buyer agree to the closing statement as of this 15th day of February, 1999.

UTILITIES, INC. OF FLORIDA
a Florida corporation

By: *Donald Rasmusen*
Name: DONALD RASMUSEN
Its: VICE PRESIDENT

CITY OF MAITLAND, FLORIDA
a Florida municipality

By: *[Signature]*
Name: CITY MANAGER
Its: _____

MEMORANDUM OF CLOSING

This Memorandum of Closing ("Memorandum") made and entered into as of the Effective Date by and between UTILITIES INC. OF FLORIDA, a Florida corporation, ("Seller"), and the CITY OF MAITLAND, a Florida municipality, ("Buyer").

RECITALS:

A. Seller and Buyer entered into an agreement known as the Druid Isle and Druid Hills/Druid Hills Estates Water System Purchase Agreement dated the 20th day of October, 1998.

B. Closing of the Agreement occurred on February 15, 1999 ("Closing Date").

C. This Memorandum is entered into with the intent of memorializing the transaction occurring at the Closing Date, clarifying certain understandings existing as of the Closing Date.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter expressed and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true, accurate and correct and are incorporated herein by reference.

2. Approval required by the Florida Public Service Commission. In the Agreement, the parties recognized and agreed that this transfer is subject to approval by the Florida Public Service Commission ("the Commission").

3. Closing in Escrow. Pending final consideration by the Commission, the parties find it advisable, beneficial and necessary to have the City of Maitland more directly involved in the operation of the assets being transferred. Therefore, subject to final consideration by the Commission, the parties have agreed to close in escrow, pending a final order of the Commission regarding the transfer. Accordingly, the following terms and conditions will apply:

a. All closing documents have been executed at closing and placed in escrow with the Buyer's attorney, Herbert Langston, Esq., ("Escrow Agent") of Langston, Hess, Bolton, Znosko & Helm, 111 South Maitland Ave., P.O. Box 945050, Maitland, Florida 32794-5050, telephone 407-629-4323. The purchase price of \$159,000.00 has been placed in escrow in the Escrow Agent's trust account.

b. As of the Closing Date, Buyer will operate, maintain and manage, for Seller, the certificated water utility provider, the assets conveyed pursuant to the Agreement. As compensation, Buyer will receive all utility revenues and charges derived from those assets, and will be responsible for fully operating and maintaining those assets until final action is taken by the Commission.

c. Buyer agrees to hold seller harmless from any and all costs, expenses, damages, obligations or burdens of any kind from the operation, maintenance or management of those assets until final action on the transfer is taken by the Commission. Upon approval by the Commission, the sale and transfer will be final.

d. Upon receipt of a copy of a Commission order approving the transfer, the Escrow Agent is authorized and directed by the parties to distribute the original closing documents (and such copies thereof as may be required by the parties), and to distributed the \$159,000.00 purchase price, without further authorization or direction from the parties or from either of them. Escrow Agent will make a check payable to the payee as directed by Seller, and the payment of same, as directed by Seller, will complete Buyer's full obligation in regard to payment of the purchase price to Seller.

4. Binding Agreement. The Agreement and this Memorandum constitute the full and complete understanding existing between the parties and shall not be altered, amended, or otherwise changed except by the express written agreement signed by each of the parties, and the Agreement and the Memorandum shall be binding and enforceable against the parties, their successors and assigns.

5. Effective Date. The Effective Date of this Memorandum shall be February 15, 1999.

6. Attorney Fees and Costs. If any party should be required to enforce the terms of the Agreement or this Memorandum, then in such event, the prevailing party shall be entitled to costs and reasonable attorneys fees at trial and appellate levels and through any other court or administrative hearing.

7. Survival. The terms and conditions of this Memorandum, and to the extent recited in the Agreement, shall survive the Effective Date of the Memorandum.

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands and seals this ___ day of February, 1999.

Witnesses

UTILITIES, INC. OF FLORIDA
A Florida corporation

GERARDO M. SALSANO
[Signature]

By: *[Signature]*
Name: DONALD RASMUSSEN
Its: VICE PRESIDENT

Witnesses

CITY OF MAITLAND, FLORIDA
A Florida municipality

FABIAN HURTADO
[Signature]

By: *[Signature]*
Name: CITY MANAGER
Its: _____

ACKNOWLEDGMENT
TO
MEMORANDUM OF CLOSING

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 15th day of February, 1999, by Donald Rasmussen, as Vice President of Utilities, Inc. of Florida, a Florida corporation. He [is personally known to me] [has produced FL driver's license # R25919941243 as identification.]

The foregoing instrument was acknowledged before me this 15th day of February, 1999, by Dean Sprague, as City Manager, of the City of Maitland. He [is personally known to me] [has produced FL driver's license # 5162145482250 as identification.]

CONSENT OF ESCROW AGENT

Mitzi L. Mazak
Notary Public
Mitzi L. Mazak

The escrow agent agrees to terms of the memorandum of closing.

[Signature]
Herbert A. Langston, Jr.
Escrow Agent

