

# HUMPHREY & KNOTT

JAMES T. HUMPHREY  
GEORGE H. KNOTT\*†  
GEORGE L. CONSOER, JR.\*\*  
MARK A. EBELINI  
GAREY F. BUTLER

PROFESSIONAL ASSOCIATION  
ATTORNEYS-AT-LAW  
1625 HENDRY STREET (33901)  
P. O. BOX 2449  
FORT MYERS, FLORIDA 33902-2449

TELEPHONE (941) 334-2722

TELECOPIER (941) 334-1446

THart@humphreyandknot.com

THOMAS B. HART  
MARK A. HOROWITZ  
MATTHEW D. UHLE  
H. ANDREW SWETT

DIRECTOR OF ZONING AND  
LAND USE PLANNING  
MICHAEL E. ROEDER, AICP

\*Board Certified Civil Trial Lawyer  
\*\*Board Certified Real Estate Lawyer  
†Board Certified Business Litigation Lawyer

September 30, 1999

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

991494-SU

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION  
99 OCT -4 AM 9:40  
MAIL ROOM

Re: Request for transfer of wastewater facilities from Forest Park Property Owner's Association in Lee County to North Fort Myers Utility, Inc., cancellation of Certificate No. 175-S and amendment of Certificate No. 247-S.

Dear Sir:

On behalf of my client, Forest Park Property Owner's Association, Inc., enclosed please find an original and five copies of an application for transfer and supporting documentation. An original and two copies of North Fort Myers Utility, Inc. Wastewater Tariff is marked Exhibit "I." Also enclosed is my client's \$750 application filing fee.

Please contact the undersigned if you require any additional information.

Sincerely yours,

HUMPHREY & KNOTT, P.A.

*Thomas B. Hart*  
Thomas B. Hart

TBH:pw

Encls:

cc: Ronald Zechman, President (w/enc.)

DOCUMENT NUMBER-DATE

11953 OCT-4 99

FPSC-RECORDS/REPORTING

**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES**

(Pursuant to Section 367.071, Florida Statutes)

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION  
99 OCT -4 AM 11:55  
MAIL ROOM

TO: Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale,  
assignment or transfer of (all or part) of Water Certificate No.  
175-S and/or Wastewater Certificate No. \_\_\_\_\_ or facilities in  
\_\_\_\_\_  
Lee \_\_\_\_\_ County, Florida, and submits  
the following information:

**PART I APPLICANT INFORMATION**

A) The full name (as it appears on the certificate), address  
and telephone number of the applicant:

Forest Park Property Owners Association

Name of utility

( 941 ) 543-1155

( 941 ) 543-1155

Phone No.

Fax No.

5200 Forest Park Drive

Office street address

North Fort Myers Florida

33917

City

State

Zip Code

Same

Mailing address if different from street address

n/a

Internet address if applicable

PSC/WAW 7 (Rev. 8/95)

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

Initials of person who forwarded check:

AKK

DOCUMENT NUMBER-DATE

11953 OCT -4 99

FPSC-RECORDS/REPORTING

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

Thomas B. Hart, Esquire 941) 334-2722  
Name Phone No.  
1625 Hendry Street, Suite 301 (P.O. Box 2449)  
Street address  
Fort Myers, FL 33901 (33902-2449)  
City State Zip Code

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

North Fort Myers Utility, Inc.  
Name of utility  
( 941 ) 543-4000 941-543-2226  
Phone No. Fax No.  
5660 Bayshore Road, Suite 51  
Office street address  
Fort Myers, Florida 33902  
City State Zip Code  
Post Office Box 2547  
Mailing address if different from street address  
n/a  
Internet address if applicable

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

Corporation Partnership Sole Proprietorship

Other: \_\_\_\_\_  
(specify)

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

State of incorporation: Florida

Date of incorporation: January 24, 1978

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

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SEE ATTACHMENT

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- 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

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**PART II FINANCIAL AND TECHNICAL INFORMATION**

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

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

North Fort Myers Utility, Inc. / Certificate No. 247-S

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

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of 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       n/a       - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

E) Exhibit       n/a       - A statement describing the financing the purchase.

F) Exhibit       n/a       - 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       n/a       - 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       n/a       - 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:  
Markham, Norton, Stroemer & Co., P.A. ( 941 ) 433-5554

Name	Phone No.	
8961 Conference Drive		
Street address		
Fort Myers	FL	33917
City	State	Zip Code

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

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

L) Exhibit D - 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 E - 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     F     - 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     G     - 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:

\_\_\_\_\_ (for water) and       &750.00       (for wastewater).

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

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**
- (2) For applications in which the utility to be transferred has the capacity to serve 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       H       - 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       I       - 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       J       - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).



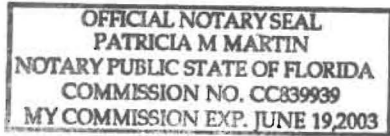
**PART VI    AFFIDAVIT**

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

Forest Park Property Owners Association

BY: *Ronald Zechman*  
Applicant's Signature  
Ronald Zechman  
Applicant's Name (Typed)  
President  
Applicant's Title \*

Subscribed and sworn to before me this Sept.  
of 30 1999.



*Patricia M. Martin*  
Notary Public

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

FL DRIVERS License 2 255-725-31-3290

Part I, F)

If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors.

Chairman of the Board: Jack Schenkman  
6605 S.W 109 Street  
Miami, FL 323156

Secretary/Treasurer: Mariam Schenkman  
6605 S.W. 109 Street  
Miami, FL 323156

Director: H.J. Cutler  
241 Sevilla Avenue  
Suite 805  
Coral Gables, FL 33134

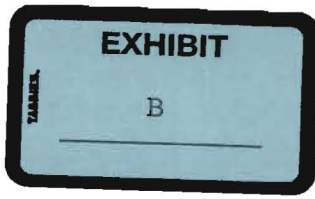
Director/Vice President: Michael Schenkman  
6605 S.W 109 Street  
Miami, FL 323156

President: Joel Schenkman  
6605 S.W 109 Street  
Miami, FL 323156

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**EXHIBIT**           A          

The transfer of facilities is in the public interest. North Fort Myers Utility, Inc. is already serving the customers, having been previously granted the service territory by the PSC. At that time, the Property Owners' Association retained ownership of the lines and the responsibility to maintain them. North Fort Myers Utility, Inc. will now assume ownership and maintenance responsibility for the lines. North Fort Myers Utility, Inc. is better qualified to maintain the lines. The buyer owns and operates North Fort Myers Utility, Inc., a water and wastewater utility with reuse as its primary method of effluent disposal. The buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.



Forest Park  
NAME OF PROJECT

WASTEWATER AGREEMENT

*March* THIS AGREEMENT made and entered into this 3 day of ~~February~~, 1992, by and between FOREST PARK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "Association," and NORTH FORT MYERS UTILITY, INC., a Florida corporation, hereinafter referred to as "Service Company,"

WHEREAS, Association owns or controls a wastewater system serving lands located in Lee County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and the property has been developed into a mobile home community with 437 active users, including home sites, and a club house, and

WHEREAS, Association desires to cease providing wastewater service to the Property and has requested Service Company provide such service for the Property; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Service Company's Uniform Sewer Service Policy, central sewer services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive an adequate sewage collection and disposal service from Service Company;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Association and Service Company hereby covenant and agree as follows:

1. The foregoing recitations are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) "Contribution-in-aid-of-Construction (CIAC)" - The sum of money and/or the value of property represented by the cost of the sewage collection systems including lift stations and treatment plants constructed or to be constructed by a Association or owner, which Association or owner transfers, or agrees to transfer, to Service Company at no cost to Service Company to provide Utility service to specified property.

- (b) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 275 gallons per day (gpd). The number of ERC's contained in a given ADF is determined by dividing that ADF by 275 gpd. The determination of the number of ERC's for the Property shall be subject to factoring as outlined in Service Company's Uniform Sewer Service Policy.
- (c) "Point of Delivery" - The point where the pipes of Service Company are connected with the pipes of the Association. Unless otherwise indicated, point of delivery shall be at the Association's property line.
- (d) "Property" - The area or parcel of land described in Exhibit "A."
- (e) "Service" - The readiness and ability on the part of Service Company to furnish and maintain sewer service to the point of delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

3. Connection Charges. Association for itself and for its customers hereby agrees to pay to Service Company the following connection charges:

Contributions In Aid Of Construction:  
System Capacity Charges - The contribution of a portion of the cost of construction of treatment plants, and collection and disposal systems, described in Exhibit "B."

Payment of the connection charges does not and will not result in Service Company waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Association making payment of same. Service Company shall not be obligated to refund to Association any portion of the value of the connection charges for any reason whatsoever, nor shall Service Company pay any interest or rate of interest upon the connection charges paid.

Neither Association nor any person or other entity holding any of the Property by, through or under Association, or otherwise, shall have any present or future right, title, claim

or interest in and to the connection charges paid or to any of the sewer facilities and properties of Service Company, and all prohibitions applicable to Association with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities.

Any user or consumer of sewer service shall not be entitled to offset any bill or bills rendered by Service Company for such service or services against the connection charges paid. Association shall not be entitled to offset the connection charges against any claim or claims of Service Company.

4. On-Site Installations. On-site installations shall include all sewage collection lines, facilities and equipment, including pumping stations, located within the boundaries of the Property and constructed for the purpose of providing service to the proposed dwelling units on the property. Association shall retain ownership and the responsibility of maintaining the on-site installations. Service Company shall construct at the expense of the Association such pump stations as are necessary to transmit effluent from the on-site installations to the off-site installations. The Association shall be responsible for the operation and maintenance of the on-site installations, including any on-site pump stations.

5. Off-Site Installations. To induce Service Company to provide the sewage collection and disposal facilities, and to continuously provide consumers located on the Property with sewer services, Association hereby agrees to pay for the construction of the off-site installations. The term "off-site sewage collection system" means and includes all sewage collection lines, facilities and equipment, including pumping stations, located outside the boundaries of Association's Property and constructed for the purpose of connecting on-site installations to Service Company's mains. Service Company will initially pay for the construction of the off-site sewage collection system, for which it will be reimbursed by the Association in accordance with Exhibit "B". The Service Company shall be responsible for operation and maintenance of any off-site installations, including force mains and related appurtenances.

6. Agreement to Serve. Upon the completion of construction of the off-site sewer facilities and the other terms of this Agreement and Service Company's Uniform Sewer Service Policy, Service Company covenants and agrees that it will connect or oversee the connection of the on-site sewage collection facilities to the central facilities of Service Company in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. Service Company agrees that once it provides sewer service to the Property and Association or others have connected

to its system, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, sewer service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

7. Application for Service: Consumers shall not have the right to and shall not connect to the facilities of Service Company until formal written application has been made to Service Company in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

If a commercial kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Property, the Service Company shall have the right to require that a grease trap be constructed, installed and connected so that all waste-waters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Service Company. Size, materials and construction of such grease trap to be approved by Service Company.

No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage.

8. Exclusive Right to Provide Service. Association, as a further and essential consideration of this Agreement, agrees that Association, or the successors and assigns of Association, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing sewer services to the Property during the period of time Service Company, its successors and assigns, provide sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide sewer services to the Property and to the occupants of such residence, building or unit constructed thereon.

9. Rates. Service Company agrees that the rates to be charged to Association shall be those set forth in the tariff of Service Company approved by the applicable governmental agency. However, notwithstanding any provision in this Agreement, Service

Company, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law. Rates charged to Association or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.

Notwithstanding any provision in this Agreement to the contrary, Service Company may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering sewer services to the Property. However, all such rules and regulations so established by Service Company shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

Any such initial or future lower or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Service Company from time to time in the future, as provided by law, shall be binding upon Association; upon any person or other entity holding by, through or under Association; and upon any user or consumer of the sewer service provided to the Property by Service Company.

10. Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Association, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise. Any assignment or transfer by Association shall be approved in writing by Service Company, which approval shall not be unreasonably withheld.

11. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Association at:

Forest Park Property Owners Association  
5200 Forest Park Drive  
Fort Myers, Florida 33917

with a copy to:

Thomas B. Hart, Esquire  
Humphrey & Knott  
1625 Hendry Street, Suite 301  
Fort Myers, Florida 33901



and if to the Service Company, at:

North Fort Myers Utility, Inc.  
Post Office Box 2547  
Ft. Myers, Florida 33902

with a copy to:

Rose, Sundstrom & Bentley  
2548 Blaiirstone Pines Drive  
Tallahassee, Florida 32301  
Attention: Martin S. Friedman, Esquire

12. Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Costs and Attorney's Fees. In the event the Service Company or Association is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees for administrative proceedings, trials and appeals.

14. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

15. Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which the party may become subject by reason of or arising out of the other party's performance of this Agreement.

This indemnification provision shall survive the actual connection to Service Company's sewer system.

#### MISCELLANEOUS PROVISIONS

16. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Association and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Association and Service Company. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

17. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

18. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

19. The submission of this Wastewater Agreement for examination by Association does not constitute an offer but becomes effective only upon execution thereof by Service Company.

20. Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

21. Because of inducements offered by Association to Service Company, Service Company has agreed to provide sewer services to Association's project. Association understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Association to Third Parties without the written consent of Service Company, except in the case of a bona-fide sale of Association's property. Such approval shall not be unreasonably withheld. Moreover, Association agrees that this contract is a superior instrument to any other documents, representations, and promises made by and between Association and Third Parties, both public and private, as regards the provisions of utility service to Association's property.

22. It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained

under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

23. Service Company shall at all reasonable times and hours, have the right of inspection of Association's internal lines and facilities. This provision shall be binding on the successors and assigns of the Association.

24. This Agreement is binding on the successors and assigns of the parties hereto, including any municipal or governmental purchaser of Service Company. This Agreement shall survive the sale of Service Company to any party.

IN WITNESS WHEREOF, Association and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

NORTH FORT MYERS UTILITY, INC.

John R. Balcer  
Carol J. Hendrix

By Jack Adkinson

Attest \_\_\_\_\_

FOREST PARK PROPERTY OWNERS  
ASSOCIATION, INC.

Thomas B. Hart

By Norman L. Bullock  
President

James O. Berger

STATE OF FLORIDA )  
 : ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this 3 day of March, 1992, by Jo Ann Boley, Vice President, of North Fort Myers Utility, Inc., a Florida corporation.

Jo Ann R. Boley  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JUNE 18, 1994  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA )  
 : ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this 28<sup>TH</sup> day of FEBRUARY, 1992, by PRESIDENT NORMAN C. Bullock ~~Partner~~, on behalf of Forest Park Property Owners Association, Inc.

Paula A. Weller  
Notary Public  
State of Florida at Large

My Commission Expires:

OFFICIAL NOTARY SEAL  
PAULA A WELER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. AA643051  
MY COMMISSION EXP. JAN. 31, 1993

This Instrument Prepared By: Martin S. Friedman, Esquire, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301.

devag\fp  
2/25/92-jmt

# FOREST PARK

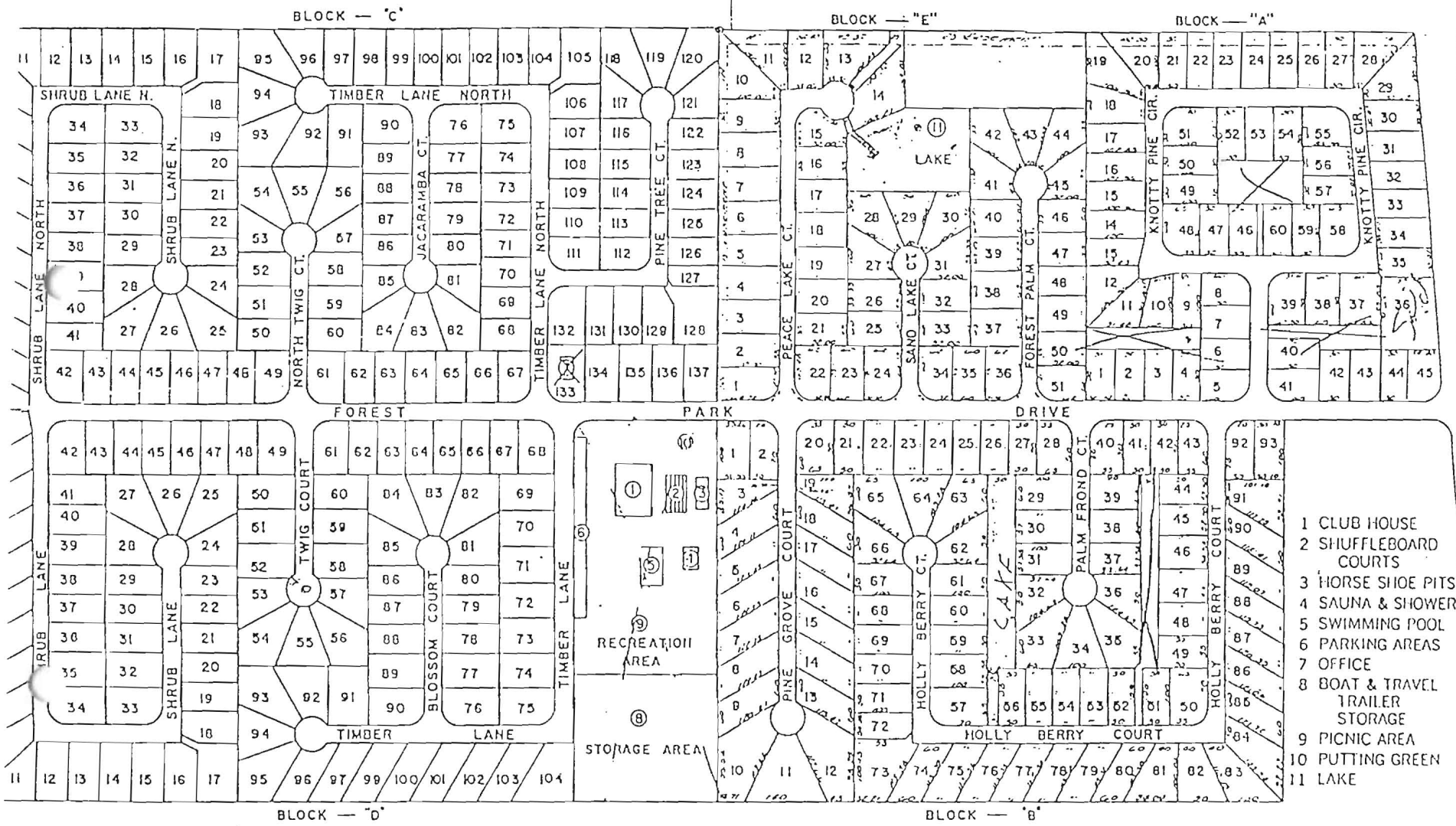


EXHIBIT "A"

VISTA VILLAGES, INC.

# Forest Park

DEVELOPER -- Vista Villages, Inc.

OWNERS -- ~~Raymond Oster~~  
Lawrence Stekler  
Walter Finch

—ADULT MOBILE HOME SUBDIVISION—

NOTE: This map is for illustrative purposes only.  
Refer to recorded plats for authoritative information.

I

SYSTEM CAPACITY CHARGES

Association agrees to pay Service Company as set forth hereinbelow the following System Capacity Charges to induce Service Company to reserve the following system capacities for Association's connections. System capacity charges to be paid by Association are those which are set forth in Service Company's Uniform Sewer Service Policy approved by the Florida Public Service Commission and, accordingly, these charges may be changed from time to time with the approval of the Commission.

Sewer:

<u>Customer Category</u>	<u>Number of Units</u>	<u>Charge Per Unit</u>	<u>Total Charge</u>
Mobile Home	437	\$741.00	\$323,817

PAYMENT SCHEDULE

The consumer may elect to amortize the fee at ten percent (10%) interest over seven (7) years, resulting in a monthly fee of \$12.30.

II

OFF-SITE INSTALLATION REIMBURSEMENT

Consumers shall reimburse Service Company their pro rata cost of the construction of the off-site installation which is stipulated to be One Hundred Sixty-Five Thousand Dollars (\$165,000). Each consumer's pro rata charge may be paid in full at the time of connection of the on-site installation with the off-site installation or amortized at ten percent (10%) interest for seven (7) years. One Hundred Sixty-Five Thousand Dollars (\$165,000) divided by 437 mobile home units amortized at ten percent (10%) interest over seven (7) years results in a monthly fee of \$6.27.

To the extent that any off-site lines are oversized so as to accommodate future users and future users take advantage thereof, Service Company shall cause the Association to be reimbursed for its pro rata share of the hydraulic capacity being utilized by others. Such reimbursement may take the place of a direct credit, or cash reimbursement, at the election of the Service Company. The refundable advance provision referenced herein shall expire seven (7) years from the date of the execution hereof.

EXHIBIT B

Prepare by and Return to:

Courthouse Box 94  
Thomas B. Hart, Esquire  
Humphrey & Knott, P.A.  
1625 Hendry Street, Suite 301  
Fort Myers, FL 33901  
Florida Bar No. 754684

## AMENDMENT TO WASTE WATER AGREEMENT

WHEREAS, Forest Park Property Owner's Association, Inc. ("Association"), a Florida corporation, and North Fort Myers Utility, Inc., a Florida corporation ("Service Company") entered into that certain Waste Water Agreement dated March 3, 1992 ("Waste Water Agreement") and

WHEREAS, pursuant to Paragraph 4 of the Waste Water Agreement, Association retained ownership and responsibility for operation and maintenance of the on-site installations described therein; and

WHEREAS, Association and Service Company now desire to amend the terms of the Waste Water Agreement to provide for the transfer to Service Company of ownership and the responsibility for operation and maintenance of the on-site installations described in the Waste Water Agreement to Service Company

NOW, THEREFORE, for and in consideration of the premises the mutual undertakings and agreements herein contained and assumed Association and Service Company hereby covenant and agree as follows:

1. The foregoing recitations are true and correct.
2. The definitions and references used herein shall be the same as those provided in the Waste Water Agreement.
3. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and Service Company agree that Association shall transfer and Service Company shall accept, ownership and responsibility for operation and maintenance of all on-site installations.
4. This Amendment shall act as a conveyance of the on-site wastewater collection system by Association to Service Company; however, at the request of Service Company, the Association shall execute a Bill of Sale confirming title in Service Company free and clear of all liens and encumbrances. Association shall also grant

ACKNOWLEDGMENT

STATE OF FLORIDA )  
 )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 1st day of September, 1999, by Tony Kooner, of F. P. Zechman Chatter a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced Personally Known as identification.

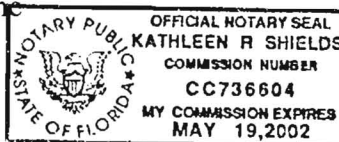
Kathleen R. Shields

Signature of Notary Public

KATHLEEN R. SHIELDS

My Commission Expires:

Printed Name



ACKNOWLEDGMENT

STATE OF FLORIDA )  
 )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 31 day of Aug, 1999, by Ron Zechman, President of Forest Park Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced # 2255-125-31-2290 as identification.

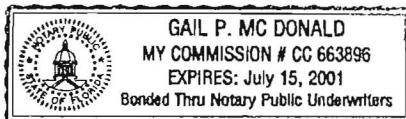
Gail P. McDonald

Signature of Notary Public

GAIL P. McDONALD

My Commission Expires:

Printed Name





to Service Company easements and rights of way upon the lands in which the wastewater collection system is located. This Agreement shall act as a grant of such easements and/or rights of way. However, at the request of Service Company, the Association will sign separate documents granting such easements and/or rights of way to Service Company.

4. All other covenants, conditions and provisions of the Waste Water Agreement are hereby ratified and confirmed, without modification, except as necessary to effectuate this addendum to the Waste Water Agreement.

IN WITNESS WHEREOF, this 31<sup>st</sup> day of August, 1999.

Witnesses:

NORTH FORT MYERS UTILITY, INC.

Sam J. Santin  
Signature of 1<sup>st</sup> Witness

SAM J. SANTIN  
Printed Name of 1<sup>st</sup> Witness

By:

A. P. Fournier III  
V.P.

Clare Goswami  
Signature of 2<sup>nd</sup> Witness

CLARE GOSWAMI  
Printed Name of 2<sup>nd</sup> Witness

FOREST PARK PROPERTY OWNERS  
ASSOCIATION, INC.

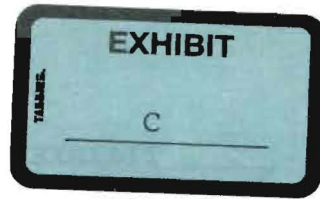
Elizabeth A. Countryman  
Signature of 1<sup>st</sup> Witness  
Elizabeth A. Countryman  
Printed Name of 1<sup>st</sup> Witness

By:

Ronald Zechman  
Ronald Zechman, President

(Corporate Seal)

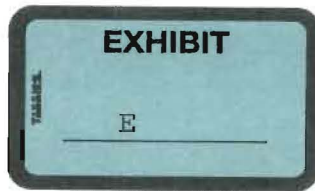
Carl F. McDonald  
Signature of 2<sup>nd</sup> Witness  
CARL F. McDONALD  
Printed Name of 2<sup>nd</sup> Witness



The Buyer has obtained copies of all of the federal income tax returns of the seller from the date the utility was first established.



The system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection.



**AFFIDAVIT**

Before me, the undersigned authority, personally appeared THOMAS B. HART, attorney for Forest Park Property Owners Association, Inc., who, after being first duly sworn, deposes and says that the Notice of Transfer of Wastewater Certificate No. 175-S, in accordance with Section 367.045(1)(a), Florida Statutes and Rule 25-30.030, Florida Administration Code, is attached hereto as Exhibit E1.

This said Notice was provided by regular mail to those water and wastewater utilities and governmental/regulatory agencies contained on the attached Exhibit E2.

Said notices were mailed on September 30, 1999

Further Affiant sayeth naught.

*Thomas B. Hart*  
\_\_\_\_\_  
Thomas B. Hart

**ACKNOWLEDGMENT**

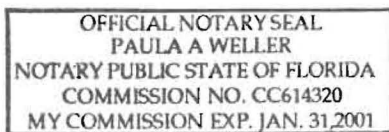
STATE OF FLORIDA            )  
  )  
COUNTY OF LEE            )

The foregoing instrument was acknowledged before me this 30<sup>TH</sup> day of September, 1999, by Thomas B. Hart, who is personally known to me.

*Paula A. Weller*  
\_\_\_\_\_  
Signature of Notary Public

*PAULA A. WELLER*  
\_\_\_\_\_  
Printed Name

My Commission Expires:





NOTICE OF APPLICATION FOR  
TRANSFER OF WASTEWATER CERTIFICATE

Notice is hereby given on September 29, 1999, pursuant to Section 367.071, Florida Statutes, of the application for transfer of Wastewater Certificate No. 175-S held by Forest Park Property Owners Association from Forest Park Property Owners Association, Inc. to North Fort Myers Utility, Inc., providing service to the following described territory in Lee County, Florida:

Forest Park Subdivision, as described in FOREST PARK  
SUBDIVISION, Sections A, B, C, D, E, and F, all in Section 36,  
Township 43 South, Range 24 East, Lee County, Florida.

The proposed transfer is for wastewater collection system to be transferred to North Fort Myers Utility, Inc. which is the company already providing wastewater treatment services.

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

FOREST PARK PROPERTY OWNERS ASSOCIATION  
5200 Forest Park Drive  
North Fort Myers, FL 33917

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY



UTILITY NAME

MANAGER

LEE COUNTY

BAYSHORE UTILITIES, INC. (WU013)  
2259 CLUBHOUSE ROAD  
NORTH FT. MYERS, FL 33917-2523

WAYNE CARSON WAMPLER  
(941) 482-4024

BONITA COUNTRY CLUB UTILITIES, INC. (SU285)  
10200 MADDOX LANE  
BONITA SPRINGS, FL 34135-7639

MICHAEL J. MICELI  
(941) 992-2800

BUCCANEER WATER SERVICE (MHC-DEANZA FINANCING LIMITED PART (WU730)  
& MANUFACTURED HOME COMMUNITIES, INC.  
2 NORTH RIVERSIDE PLAZA, SUITE 800  
CHICAGO, IL 60606

DONALD BARTON  
(813) 995-3337

CHATEAU COMMUNITIES, INC. (SU315)  
6160 SOUTH SYRACUSE WAY  
GREENWOOD VILLAGE, CO 80112

BRIAN FENNELLY  
(303) 741-3707 EXT 326

DEL VERA LIMITED PARTNERSHIP (SU612)  
2250 AVENIDA DEL VERA  
NORTH FT. MYERS, FL 33917-6700

ROBERT G. PETERS  
(941) 543-6200 EXT 528

ENVIRONMENTAL PROTECTION SYSTEMS OF PINE ISLAND, INC. (SU287)  
3039 YORK ROAD  
ST. JAMES CITY, FL 33956-2303

KEVIN J. CHERRY  
(941) 283-1144

FLORIDA CITIES WATER COMPANY - LEE COUNTY DIVISION (WS076)  
4837 SWIFT ROAD, SUITE 100  
SARASOTA, FL 34231-5157

ROGER YTTERBERG  
(941) 936-3931

FLORIDA WATER SERVICES CORPORATION (WS565)  
P. O. BOX 609520  
ORLANDO, FL 32960-9520

BRIAN P. ARMSTRONG  
(407) 598-4152

FOREST PARK PROPERTY OWNER'S ASSOCIATION (SU645)  
5200 FOREST PARK DRIVE  
NORTH FT. MYERS, FL 33917-5404

RONALD ZECHMAN

FOREST UTILITIES, INC. (SU293)  
6385 PRESIDENTIAL COURT, SUITE 104  
FT. MYERS, FL 33919-3576

DAVID SWOR  
(941) 481-0111

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
08/09/1999-10/07/1999

UTILITY NAME

MANAGER

LEE COUNTY (continued)

FOUNTAIN LAKES SEWER CORPORATION (SU572) 523 SOUTH EIGHTH STREET MINNEAPOLIS, MN 55404-1078	JERRY A. SHERMAN (612) 305-2927
GULF UTILITY COMPANY (WS096) % GULF ENVIRONMENTAL SERVICES, INC. P. O. BOX 350 ESTERO, FL 33928-0350	CAROLYN B. ANDREWS (941) 498-1000
HUNTER'S RIDGE UTILITY CO. OF LEE COUNTY (SU674) 12500 HUNTERS RIDGE DRIVE BONITA SPRINGS, FL 34135-3401	DON HUPRICH (941) 992-4900
MHC SYSTEMS, INC. (WS743) % MANUFACTURED HOME COMMUNITIES, INC. 28050 U.S. HIGHWAY 19, N., SUITE 406 CLEARWATER, FL 33761-2629	UTILITY (941) 474-1122
MOBILE MANOR, INC. (WU167) 150 LANTERN LANE NORTH FORT MYERS, FL 33917-6515	CAROL JULIUS (941) 543-1414
NORTH FORT MYERS UTILITY, INC. (SU317) P. O. BOX 2547 FORT MYERS, FL 33902-2547	JACK SCHENKMAN (941) 543-4000 OR -1808
PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC. (SU724) 7290 LADYFISH DRIVE ST. JAMES CITY, FL 33956-2723	THOMAS MARTENS (941) 283-5802
SANIBEL BAYOU UTILITY CORPORATION (SU331) 15560 MCGREGOR BLVD., #8 FT. MYERS, FL 33908-2547	FIELD SUPERVISORS (941) 936-6609
SOUTH SEAS UTILITY COMPANY (SU408) 8270-105 COLLEGE PARKWAY FT. MYERS, FL 33919-5107	ALLEN G. TENBROCK (941) 481-2011
SPRING CREEK VILLAGE, LTD. (WS234) 24681 SPRING CREEK VILLAGE BONITA SPRINGS, FL 33134	DENNIS M. WALTCHACK (941) 992-3800/936-8888

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
08/09/1999-10/07/1999

UTILITY NAME

MANAGER

LEE COUNTY (continued)

TAMIAMI VILLAGE WATER COMPANY, INC. (WU740)  
9280-5 COLLEGE PARKWAY  
FT. MYERS, FL 33919-4848

JOHN J. USTICA  
(941) 482-0717

USEPPA ISLAND UTILITY, INC. (WS249)  
P. O. BOX 640  
BOKEELIA, FL 33922-0640

VINCENT FORMOSA  
(941) 283-1061

UTILITIES, INC. OF EAGLE RIDGE (SU749)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4099

CARL J. WENZ  
(708) 498-6440



LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
08/09/1999-10/07/1999

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS, LEE COUNTY  
P. O. BOX 398  
FT. MYERS, FL 33902-0398

CLERK OF CIRCUIT COURT, LEE COUNTY  
P. O. BOX 2469  
FORT MYERS, FL 33902-2469

DEP SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

MAYOR, CITY OF CAPE CORAL  
P. O. BOX 150027  
CAPE CORAL, FL 33915-0027

MAYOR, CITY OF FT. MYERS  
P. O. BOX 2217  
FORT MYERS, FL 33902-2217

MAYOR, CITY OF SANIBEL  
800 DUNLOP ROAD  
SANIBEL, FL 33957-4096

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
P.O. BOX 3455  
NORTH FT. MYERS, FL 33918-3455

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

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
08/09/1999-10/07/1999

UTILITY NAME

MANAGER

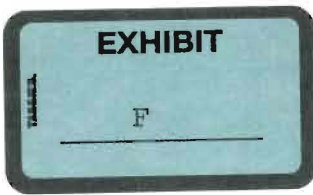
STATE OFFICIALS

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 G

TO BE A LATE-FILED EXHIBIT



**AFFIDAVIT**

Before me, the undersigned authority, personally appeared Paula A. Weller, Secretary to Thomas B. Hart, attorney for Forest Park Property Owners Association, Inc., who, after being first duly sworn, deposes and says that the Notice of Transfer of Wastewater Certificate No. 175-S, in accordance with Rule 25-30.030, Florida Administration Code, is attached hereto as Exhibit F1.

This said Notice was provided by regular mail to each customer of the system being transferred.

Said notices were mailed on September 30, 1999

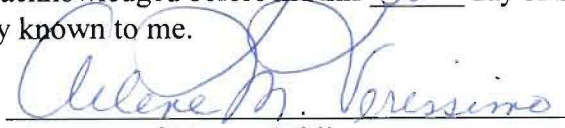
Further Affiant sayeth naught.

  
\_\_\_\_\_  
Paula A. Weller

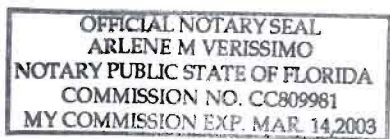
**ACKNOWLEDGMENT**

STATE OF FLORIDA            )  
  )  
COUNTY OF LEE            )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 1999, by Paula A. Weller, who is personally known to me.

  
\_\_\_\_\_  
Signature of Notary Public  
ARLENE M. VERISSIMO  
\_\_\_\_\_  
Printed Name

My Commission Expires:





NOTICE OF APPLICATION FOR  
TRANSFER OF WASTEWATER CERTIFICATE

Notice is hereby given on September 29, 1999, pursuant to Section 367.071, Florida Statutes, of the application for transfer of Wastewater Certificate No. 175-S held by Forest Park Property Owners Association from Forest Park Property Owners Association, Inc. to North Fort Myers Utility, Inc., providing service to the following described territory in Lee County, Florida:

Forest Park Subdivision, as described in FOREST PARK SUBDIVISION, Sections A, B, C, D, E, and F, all in Section 36, Township 43 South, Range 24 East, Lee County, Florida.

The proposed transfer is for wastewater collection system to be transferred to North Fort Myers Utility, Inc. which is the company already providing wastewater treatment services.

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

FOREST PARK PROPERTY OWNERS ASSOCIATION  
5200 Forest Park Drive  
North Fort Myers, FL 33917

2032489

OFF 1820 PG 3899

WARRANTY DEED  
REAL ESTATE

This Warranty Deed made and executed the 27th day of December 1985 by

WILDER CORPORATION OF DELAWARE

a corporation existing under the laws of DELAWARE and having its principal place of business at 3040 Gulf to Bay Blvd. Suite 101 Clearwater, Florida 33519 hereinafter called the grantor, to

NORTH FORT MYERS UTILITY, INC.

whose postoffice address is P.O. Box 2547 Fort Myers FL 33514

hereinafter called the grantee:

**Witnesseth:** That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, convey, release, convey and confirm unto the grantee, all that certain land situate in Lee County, Florida, to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Document No. 1 85-00  
\$ \_\_\_\_\_  
ORANGE COUNTY CLERK, FLA COUNTY  
by [Signature]

Together with all the tenements, householders and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it lawfully fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free of all encumbrances except taxes for the year 1986 and subsequent years, easements, reservations, and restrictions of record, if any.



In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: [Signature]  
WILDER CORPORATION OF DELAWARE

Signed, sealed and delivered in the presence of:  
[Signature]  
[Signature]

[Signature]  
MAURICE WILDER

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY \_\_\_\_\_  
MAURICE WILDER

WITNESSES \_\_\_\_\_ the 27th day of December 1985

NOTARY PUBLIC STATE OF FLORIDA  
IN COMMISSION EXP. 01/29/1989  
REC'D 10/18/85 11:30 AM

This instrument prepared by: [Signature]  
2815 W. Waters Avenue Tampa, Florida 33614  
Address 35-1031 RETURN TO GRANTEE



RECORDED - ORANGE COUNTY CLERK, FLA. COUNTY

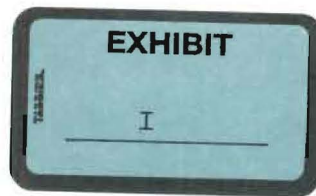
TERRITORY SERVED

CERTIFICATE NUMBER - 247-S

COUNTY - Lee

COMMISSION ORDERS APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
8025	10/25/77	770709-S	Grandfather
11300	11/02/82	820278-S	Extension
12572	10/04/83	830316-S	Extension
15659	02/12/86	830362-S	Extension/Name Change
19059	03/29/88	871306-SU	Extension
PSC-92-0537-FOF-SU	06/22/92	920037-SU	Extension
PSC-92-0588-FOF-SU	06/30/92	920273-SU	Extension
PSC-93-0971-FOF-SU	06/29/93	930289-SU	Extension
PSC-93-1851-FOF-SU	12/30/93	931040-SU	Extension
PSC-93-1821-FOF-SU	12/22/93	930379-SU	Extension
PSC-94-0450-FOF-SU	04/14/94	931164-SU	Extension
PSC-96-0345-FOF-SU	03/11/96	930724-SU	Extension
PSC-95-0576-FOF-SU	05/09/95	940963-SU	Extension
		981781-SU	Extension
			Sale of Facilities



(Continued to Sheet No. 3.1)

Jack Schenkman  
ISSUING OFFICER

TERRITORY SERVED

CERTIFICATE NUMBER - 247-S

COUNTY - Lee

COMMISSION ORDERS APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
8025	10/25/77	770709-S	Grandfather
11300	11/02/82	820278-S	Extension
12572	10/04/83	830316-S	Extension
15659	02/12/86	830362-S	Extension/Name Change
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PSC-92-0537-FOF-SU	06/22/92	920037-SU	Extension
PSC-92-0588-FOF-SU	06/30/92	920273-SU	Extension
PSC-93-0971-FOF-SU	06/29/93	930289-SU	Extension
PSC-93-1851-FOF-SU	12/30/93	931040-SU	Extension
PSC-93-1821-FOF-SU	12/22/93	930379-SU	Extension
PSC-94-0450-FOF-SU	04/14/94	931164-SU	Extension
PSC-96-0345-FOF-SU	03/11/96	930724-SU	Extension
PSC-95-0576-FOF-SU	05/09/95	940963-SU	Extension
		981781-SU	Extension
			Sale of Facilities



(Continued to Sheet No. 3.1)

Jack Schenkman  
ISSUING OFFICER



TERRITORY SERVED

CERTIFICATE NUMBER - 247-S

COUNTY - Lee

COMMISSION ORDERS APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
8025	10/25/77	770709-S	Grandfather
11300	11/02/82	820278-S	Extension
12572	10/04/83	830316-S	Extension
15659	02/12/86	830362-S	Extension/Name Change
19059	03/29/88	871306-SU	Extension
PSC-92-0537-FOF-SU	06/22/92	920037-SU	Extension
PSC-92-0588-FOF-SU	06/30/92	920273-SU	Extension
PSC-93-0971-FOF-SU	06/29/93	930289-SU	Extension
PSC-93-1851-FOF-SU	12/30/93	931040-SU	Extension
PSC-93-1821-FOF-SU	12/22/93	930379-SU	Extension
PSC-94-0450-FOF-SU	04/14/94	931164-SU	Extension
PSC-96-0345-FOF-SU	03/11/96	930724-SU	Extension
PSC-95-0576-FOF-SU	05/09/95	940963-SU	Extension
		981781-SU	Extension
			Sale of Facilities



(Continued to Sheet No. 3.1)

Jack Schenkman  
ISSUING OFFICER

DEPOSIT

DATE

D 2 0 0

OCT 06 1999

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION  
99 OCT -4 AM 11:55  
MAIL ROOM

**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES**

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

991494-SU

The undersigned hereby makes application for the sale,  
assignment or transfer of (all or part) of Water Certificate No.  
175-S and/or Wastewater Certificate No. \_\_\_\_\_ or facilities in  
\_\_\_\_\_  
Lee \_\_\_\_\_ County, Florida, and submits

the following information:

**PART I APPLICANT INFORMATION**

A) The full name (as it appears on the certificate), address  
and telephone number of the applicant:  
Forest Park Property Owners Association

Name of utility  
941 543-1155 ( 941 ) 543-1155  
Phone No. Fax No.  
5200 Forest Park Drive  
Office street address



**FOREST PARK PROPERTY  
OWNERS ASSOCIATION, INC.**  
5200 FOREST PARK DRIVE  
NORTH FORT MYERS, FL 33917  
PHONE & FAX: 941-543-1155

FIRST UNION NATIONAL BANK  
BRANCH 00069  
63-2/630

1679

PAY TO THE  
ORDER OF Fla. Publ Svs. Comm.

09/01/1999

\$  
\*\*750.00

Seven Hundred Fifty and 00/100\*\*\*\*\*

Fla. Publ Svs. Comm.

DOLLARS  
Security features  
Included.  
Details on back.

11953-99  
10/5/99

*George Boley*  
*Howard E. Dubrow*

MEMO Sewer system transfer application

001679