

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application for Transfer of Assets
Of Exempt Utility and for Amendment of
Certificate 465-Sin Lake County by
Utilities, Inc. of Florida

Docket No. 20170174-SU

_____/

**CITY OF CLERMONT'S OBJECTION TO APPLICATION FOR TRANSFER OF
ASSETS OF EXEMPT UTILITY AND FOR AMENDMENT OF CERTIFICATE 465-S
BY UTILITIES, INC. OF FLORIDA**

Petitioner, the CITY OF CLERMONT, FLORIDA (the "CITY"), by and through its undersigned counsel, hereby files its Objection to the Application for Transfer of Assets of Exempt Utility and for Amendment of Certificate 465-S by UTILITIES, INC. OF FLORIDA ("UTILITIES") and requests a formal hearing pursuant to §§ 120.569 and 120.57, Fla. Stat., and Rules 28-106.201 and 25-30.031, and Chapter 25-22, Fla. Admin. Code, and in support thereof states as follows:

1. The CITY is a municipality located in Lake County, Florida which possesses all the corporate powers and authority granted by the laws of the State of Florida including those set forth in Chapter 180, Florida Statutes.

2. UTILITIES, the successor by merger of Lake Utility Services, Inc.,¹ is an existing utility that filed an Application for Transfer of Assets of an Exempt Utility and for Amendment of Certificate 465-S (the "Application") which seeks the transfer of "wastewater collection, treatment and disposal facilities" currently owned by Barrington Estates Property Holdings Homeowners' Association, Inc. ("Barrington").

3. The CITY will be substantially affected if the Application is granted.

¹ A true and correct copy of the Articles of Merger is attached hereto as Exhibit "A." All references to UTILITIES herein shall be deemed to refer to UTILITIES and its predecessor in interest.

4. The CITY and UTILITIES previously litigated the issue of their respective exclusive rights to provide water and wastewater services to the service area in which Barrington is located in the Circuit Court in and for Lake County in the case styled as *Lake Utility Services, Inc. v. City of Clermont, Florida*/Case No. 2003-CA-871 (the “Court Case”).

5. The Court Case stemmed directly from a previous Application filed by UTILITIES requesting the Commission extend its service area in *In re: Application of Lake Utility Services, Inc. for extension of water and wastewater service in Lake County, Florida*/Docket No. 2002-0907-WS (“2002 Administrative Proceeding”).

6. The CITY filed an Objection to Application for Amendment to Certificates of Authorization and Request for Formal Administrative Hearing in response to the 2002 Administrative Proceeding on December 30, 2002.

7. Both the Court Case and the 2002 Administrative Proceeding were resolved through a Settlement Agreement (“Settlement Agreement”) which clearly and unequivocally defined the exclusive services areas for both the CITY and UTILITIES. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit “B.”

8. Section 2 of the Settlement Agreement states in pertinent part:

[UTILITIES] agrees that the City shall have the exclusive right to provide water and wastewater service to the area identified on Exhibit “B” as the City’s service area (the *City’s Agreed Service Area*), and [UTILITIES] shall not provide water or wastewater service within the City’s Agreed Service Area without the prior written consent of the City, which consent may be withheld at the sole discretion of the City, except to the limited extent described in paragraphs 2A, 2B, and 2C below.

9. It is clear from a review of the service area map attached as Exhibit “B” to the Settlement Agreement that Barrington is located within the CITY’s service area. A true and correct copy of an aerial map which reflects both the CITY’s and UTILITIES service areas, as

defined by the Settlement Agreement, as well as the location of Barrington is attached hereto as Exhibit “C.”

10. UTILITIES has not sought and the CITY has not provided written consent to UTILITIES providing water and wastewater services to Barrington. As such, the mere filing of the Application constitutes a breach of the Settlement Agreement.²

11. The CITY has the exclusive right and is in the best position to provide water and wastewater services to Barrington. Further, the CITY is ready, willing and able to acquire the “wastewater collection, treatment and disposal facilities” currently owned by Barrington under the same terms and conditions as the pending agreement with UTILITIES.

12. In addition, since the CITY currently provides water and wastewater services within the immediate area of Barrington, the CITY is in the best position to provide the most cost effective water and wastewater services to the residents of Barrington. Furthermore, granting the Application will result in an unnecessary duplication of service in addition to being directly in contravention to the terms of the Settlement Agreement.

WHEREFORE, the Petitioner, the CITY OF CLERMONT, FLORIDA, respectfully requests that this matter be set for a formal administrative hearing and that the Application of UTILITIES, INC. OF FLORIDA, be denied.

Respectfully submitted,

/s/ Amber E. Ashton
DANIEL F. MANTZARIS
Florida Bar Number 562327
dfm14@dbksmn.com
vbn88@dbksmn.com
de Beaubien, Knight, Simmons,

² In conjunction with the filing of the instant Objection, the CITY will also be pursuing litigation in state court against UTILITIES for breach of the Settlement Agreement if the Application is not immediately withdrawn.

Mantzaris & Neal, LLP
332 North Magnolia Avenue
P.O. Box 87
Orlando, FL 32802
Telephone: (407) 422-2454
Facsimile: (407) 992-3541
AMBER E. ASHTON
Florida Bar No.: 27436
aea12@dbksmn.com
609 West Horatio Street
Tampa, Florida 33606
(813) 251-5825 (Telephone)
(813) 254-1063 (Facsimile)
Attorneys for City of Clermont

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing document has been furnished by electronic mail and U.S. Mail to Martin S. Friedman, Esq., Friedman & Friedman, P.A., 766 N. Sun Drive, Suite 4030, Lake Mary, FL 32750 (mfriedman@ff-attorneys.com) on this 21st day of September, 2017.

/s/ Amber E. Ashton
DANIEL F. MANTZARIS
Florida Bar Number 562327
dfm14@dbksmn.com
vbn88@dbksmn.com
de Beaubien, Knight, Simmons,
Mantzaris & Neal, LLP
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609 West Horatio Street
Tampa, Florida 33606
(813) 251-5825 (Telephone)
(813) 254-1063 (Facsimile)
Attorneys for City of Clermont

487790

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

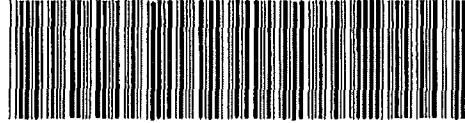
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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RECEIVED
REGISTRATION STAFF
15 DEC -2 PM 4:10

EFFECTIVE DATE

Jan 1, 2016

Merger

DEC 8 - 2015

I ALBRITTON

EXHIBIT "A"

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 892639 7576516
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 735.00

ORDER DATE : December 2, 2015
ORDER TIME : 2:47 PM
ORDER NO. : 892639-005
CUSTOMER NO: 7576516

ARTICLES OF MERGER

ALAFAYA UTILITIES, INC.

INTO

UTILITIES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender - EXT 62956

EXAMINER'S INITIALS:

[Handwritten initials: id]

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Utilities, Inc. of Florida
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Debra A. Plumb
(Contact Person)

Utilities, Inc.
(Firm/Company)

2335 Sanders Road
(Address)

Northbrook, IL 60062
(City/State and Zip Code)

For further information concerning this matter, please call:

Debra A. Plumb At (847) 498-6440 -x3382
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

EFFECTIVE DATE
Jan 1, 2014

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
<u>Utilities, Inc. of Florida</u>	<u>Florida</u>	<u>487790</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
<u>See attachment</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 1 / 1 / 16 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)
at 12:01 a.m.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on November 24, 2015

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on November 24, 2015

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

ATTACHMENT

ARTICLES OF MERGER

UTILITIES, INC. OF FLORIDA, SURVIVOR

SECOND: The name and jurisdiction of each merging corporation:

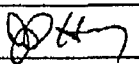
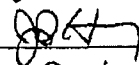
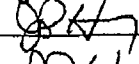
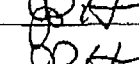
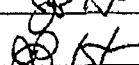
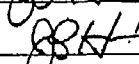
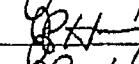
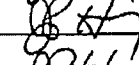
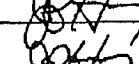
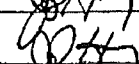
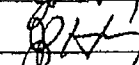
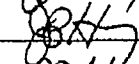
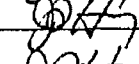
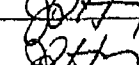
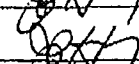
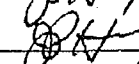
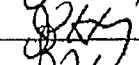
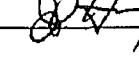



Company Name	State	Document number
ALAFAYA UTILITIES, INC.	FL	H09451
BAYSIDE UTILITY SERVICES, INC.	FL	P98000094407
CYPRESS LAKES UTILITIES, INC.	FL	P97000082608
EASTLAKE WATER SERVICE, INC.	FL	P94000041283
LABRADOR UTILITIES, INC.	FL	P02000048326
LAKE PLACID UTILITIES, INC.	FL	P93000041685
LAKE UTILITY SERVICES, INC.	FL	J71557
MID-COUNTY SERVICES, INC.	FL	333956
MILES GRANT WATER AND SEWER COMPANY	FL	512704
PEBBLE CREEK UTILITIES, INC.	FL	P94000025440
SANDY CREEK UTILITY SERVICES, INC.	FL	P01000058434
SANLANDO UTILITIES CORP	FL	352191
SOUTH GATE UTILITIES, INC.	FL	P99000074834
TIERRA VERDE UTILITIES, INC.	FL	V55691
UTILITIES, INC OF EAGLE RIDGE	FL	P95000061183
UTILITIES, INC. OF HUTCHINSON ISLAND	FL	P04000034300
UTILITIES, INC. OF LONGWOOD	FL	P95000046456
UTILITIES, INC. OF PENNBROOKE	FL	P03000025054
UTILITIES, INC. OF SANDALHAVEN	FL	P98000082575
WEDGEFIELD UTILITIES, INC.	FL	P96000006956

ATTACHMENT

ARTICLES OF MERGER

UTILITIES, INC. OF FLORIDA, SURVIVOR

SEVENTH: SIGNATURES FOR EACH CORPORATION:

Company Name	Date	Signature	Name / Title
ALAFAYA UTILITIES, INC.	12/1/15		John P. Hoy, Vice President
BAYSIDE UTILITY SERVICES, INC.	12/1/15		John P. Hoy, Vice President
CYPRESS LAKES UTILITIES, INC.	12/1/15		John P. Hoy, President
EASTLAKE WATER SERVICE, INC.	12/1/15		John P. Hoy, Vice President
LABRADOR UTILITIES, INC.	12/1/15		John P. Hoy, President
LAKE PLACID UTILITIES, INC.	12/1/15		John P. Hoy, President
LAKE UTILITY SERVICES, INC.	12/1/15		John P. Hoy, President
MID-COUNTY SERVICES, INC.	12/1/15		John P. Hoy, President
MILES GRANT WATER AND SEWER COMPANY	12/1/15		John P. Hoy, Vice President
PEBBLE CREEK UTILITIES, INC.	12/1/15		John P. Hoy, Vice President
SANDY CREEK UTILITY SERVICES, INC.	12/1/15		John P. Hoy, Vice President
SANLANDO UTILITIES CORP	12/1/15		John P. Hoy, President
SOUTH GATE UTILITIES, INC.	12/1/15		John P. Hoy, Vice President
TIERRA VERDE UTILITIES, INC.	12/1/15		John P. Hoy, President
UTILITIES, INC OF EAGLE RIDGE	12/1/15		John P. Hoy, President
UTILITIES, INC. OF HUTCHINSON ISLAND	12/1/15		John P. Hoy, Vice President
UTILITIES, INC. OF LONGWOOD	12/1/15		John P. Hoy, President
UTILITIES, INC. OF PENNBROOKE	12/1/15		John P. Hoy, President
UTILITIES, INC. OF SANDALHAVEN	12/1/15		John P. Hoy, President
WEDGEFIELD UTILITIES, INC.	12/1/15		John P. Hoy, Vice President
UTILITIES, INC. OF FLORIDA	12/1/15		John P. Hoy, President

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is entered into this 1st day of December, 2015 ("Agreement of Merger"), by and among Utilities, Inc. of Florida, a Florida corporation ("UIF"), and the corporations identified on Schedule 1 hereto (each a "Terminating Company" and collectively, the "Terminating Companies.")

RECITALS

A. Each of the Terminating Companies is a Florida corporation and is an affiliate of UIF.

B. Utilities, Inc., the sole shareholder of each of the Terminating Companies (the "Terminating Company Shareholder") and the sole shareholder of UIF (the "UIF Shareholder") has (i) determined that it is in its best interest that the parties to this Agreement consummate the business combination transaction provided for herein in which the Terminating Companies will merge with and into UIF (the "Merger") with UIF surviving on the terms, and subject to the conditions, of this Agreement, and (ii) has approved this Agreement in accordance with the Florida Business Corporation Act (the "Florida Act").

C. Utilities, Inc. has approved this Agreement and the Merger pursuant to action taken in accordance with the requirements of the Florida Act and the bylaws of each of the Terminating Companies and UIF.

D. Utilities, Inc. has been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, has authorized, approved and adopted this Agreement.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Terminating Companies and UIF each agrees as follows.

ARTICLE 1 THE MERGER; RELATED TRANSACTIONS

1.1 EFFECTIVE DATE. The Merger will be consummated by the Terminating Companies and UIF filing articles of merger (the "Florida Articles of Merger") with the Secretary of State of the State of Florida in accordance with Section 607.1101 of the Florida Act. The Merger shall be effective at 12:01a.m. on January 1, 2016 (the "Effective Date").

1.2 MERGER. (a) On the Effective Date:

(i) the Terminating Companies will merge with and into UIF, and UIF, with the name of UIF, will continue as the surviving corporation;

(ii) the separate existence of the Terminating Companies will cease, and UIF will succeed, without other transfer, to all of the rights, property, privileges, immunities and powers of the Terminating Companies, and will be subject to all of the duties and liabilities of the Terminating Companies; and

(iii) the members of the board of directors and officers of UIF immediately prior to the Effective Date shall continue as directors and officers of UIF following the Merger.

(b) On and after the Effective Date, the principal place of business of UIF shall be located at 200 Weathersfield Avenue, Altamonte Springs, FL 32714.

1.3 EFFECT ON CAPITAL STOCK.

(a) All of the issued shares of the Terminating Companies and all of the issued shares of UIF are owned by the Terminating Company Shareholder.

(b) At the Effective Date, each share of common stock, regardless of par value ("Common Stock"), of the Terminating Companies issued and outstanding immediately prior to the Effective Date will be cancelled and retired and cease to exist.

(c) Any holder of a certificate representing any such cancelled and retired Common Stock of the Terminating Companies, or each person listed on the transfer books of any Terminating Company as owning any such Common Stock, will cease to have any rights with respect to such cancelled and retired Common Stock.

(d) At the Effective Date, each outstanding share of common stock, no par value of UIF, shall remain outstanding and shall be unaffected by the Merger.

1.4 ARTICLES OF INCORPORATION AND BYLAWS. The articles of incorporation of UIF in effect at the Effective Date will be the articles of incorporation of UIF following the Merger until changed or amended as provided therein or by applicable law. The bylaws of UIF in effect at the Effective Date will be the bylaws of UIF following the Merger until changed or amended as provided therein or by applicable law.

ARTICLE 2 MISCELLANEOUS

2.1 AMENDMENT; WAIVER. At any time before the filing of the Articles of Merger, the Terminating Companies and UIF, to the extent permitted by the Florida Act, by written agreement, may amend, modify or supplement any provision of this Agreement.

2.2 ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.

2.3 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.4 PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.5 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

IN WITNESS WHEREOF, each of undersigned has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, as of the date set forth above.

UTILITIES, INC. OF FLORIDA

By: [Signature]
Name: John F. Hoy
Title: President

ALAFAYA UTILITIES, INC.

By: [Signature]
Name: John F. Hoy
Title: Vice President

BAYSIDE UTILITY SERVICES, INC.

By: [Signature]
Name: John F. Hoy
Title: Vice President

CYPRESS LAKES UTILITIES, INC.

By: [Signature]
Name: John F. Hoy
Title: President


EASTLAKE WATER SERVICE, INC.

By: [Signature]
Name: John F. Hoy
Title: Vice President


LABRADOR UTILITIES, INC.

By: [Signature]
Name: John F. Hoy
Title: President

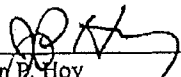
LAKE PLACID UTILITIES, INC.

By: 
Name: John P. Hoy
Title: President

LAKE UTILITY SERVICES, INC.

By: 
Name: John P. Hoy
Title: President

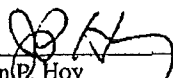
MID-COUNTY SERVICES, INC.

By: 
Name: John P. Hoy
Title: President

MILES GRANT WATER AND SEWER COMPANY

By: 
Name: John P. Hoy
Title: Vice President

PEBBLE CREEK UTILITIES, INC.

By: 
Name: John P. Hoy
Title: Vice President

SANDY CREEK UTILITY SERVICES, INC.

By: 
Name: John P. Hoy
Title: Vice President

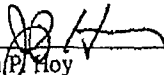
SANLANDO UTILITIES CORP.

By: 
Name: John P. Hoy
Title: President

SOUTH GATE UTILITIES, INC.

By: 
Name: John P. Hoy
Title: Vice President

TIERRA VERDE UTILITIES, INC.

By: 
Name: John P. Hoy
Title: President

UTILITIES, INC. OF EAGLE RIDGE

By: 
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UTILITIES, INC. OF HUTCHINSON ISLAND

By: 
Name: John P. Hoy
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UTILITIES, INC. OF LONGWOOD

By: 
Name: John P. Hoy
Title: President

UTILITIES, INC. OF PENNBROOKE

By: 
Name: John P. Hoy
Title: President

UTILITIES, INC. OF SANDALHAVEN

By: 
Name: John P. Hoy
Title: President

WEDGEFIELD UTILITIES, INC.

By: 
Name: John P. Hoy
Title: Vice President

SCHEDULE 1

ALAFAYA UTILITIES, INC.
BAYSIDE UTILITY SERVICES, INC.
CYPRESS LAKES UTILITIES, INC.
EASTLAKE WATER SERVICE, INC.
LABRADOR UTILITIES, INC.
LAKE PLACID UTILITIES, INC.
LAKE UTILITY SERVICES, INC.
MID-COUNTY SERVICES, INC.
MILES GRANT WATER AND SEWER COMPANY
PEBBLE CREEK UTILITIES, INC.
SANDY CREEK UTILITY SERVICES, INC.
SANLANDO UTILITIES CORP
SOUTH GATE UTILITIES, INC.
TIERRA VERDE UTILITIES, INC.
UTILITIES, INC OF EAGLE RIDGE
UTILITIES, INC. OF HUTCHINSON ISLAND
UTILITIES, INC. OF LONGWOOD
UTILITIES, INC. OF PENNBROOKE
UTILITIES, INC. OF SANDALHAVEN
WEDGEFIELD UTILITIES, INC.

all Florida corporations

IN THE CIRCUIT COURT FOR THE
FIFTH JUDICIAL CIRCUIT, IN AND
FOR LAKE COUNTY, FLORIDA

LAKE UTILITY SERVICES, INC.,

Plaintiff,

vs.

CASE NO. 2003 CA 871

CITY OF CLERMONT, FLORIDA,

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement (the *Agreement*) is entered into this 26 day of August, 2003 between Lake Utility Services, Inc., a Florida corporation (*LUSI*), and the City of Clermont, a municipal corporation of the State of Florida, situated in Lake County, Florida (*City*).

RECITALS

- A. LUSI is a utility certificated to provide water and wastewater service to customers in Lake County Florida in the area identified on Exhibit "A" (*LUSI's Existing Service Area*);
- B. The City is a municipal corporation of the State of Florida which is authorized to provide water and wastewater service to customers in the area identified on Exhibit "A" (*City's Existing Service Area*);
- C. In Docket No. 020907-WS (the *Administrative Proceeding*), LUSI filed an application (*Application*) with the Florida Public Service Commission (*Commission*) to extend its service area to the area identified on Exhibit "A" (*LUSI's Proposed Service Area*);
- D. The City adopted Ordinance No. 323-C (*Ordinance*) to extend its service area to the area identified on Exhibit "A" (*City's Proposed Service Area*);
- E. LUSI's Proposed Service Area and City's Proposed Service Area are adjacent and overlap in part;
- F. The City has objected to LUSI's application, asserting that it has the exclusive right, under Section 180, Florida Statutes, to provide water and wastewater service to City's Proposed Service Area and on other grounds;

filed
9/15/03
per

EXHIBIT "B"

203-25

- G. LUSI disputes the City's claim that it has the exclusive right under Section 180, Florida Statutes, to provide both water and wastewater service to City's Proposed Service Area and has filed a Complaint for Declaratory Judgment and for Supplemental Relief, Case No. 2003 CA 871 (the *Lawsuit*), filed in the Circuit Court of Lake County, Fifth Judicial Circuit (*Complaint*);
- H. LUSI and the City desire to finally and fully resolve the service area issues raised in the Administrative Proceeding and the Lawsuit with this Agreement.
- I. LUSI and the City wish to clearly define their respective extended service areas to facilitate planning, avoid a duplication of facilities and services, maximize the use of their respective facilities, resolve any conflict concerning their respective rights and responsibilities and finally settle compromise the disputes regarding their respective extended service areas.

NOW THEREFORE, in consideration of the mutual promises and covenants set out in this Agreement, the sufficiency of which is hereby acknowledged, LUSI and the City agree as follows:

1. The foregoing Recitals are true and correct and incorporated into this Agreement for all purposes.
2. LUSI agrees that the City shall have the exclusive right to provide water and wastewater service to the area identified on Exhibit "B" as the City's service area (the *City's Agreed Service Area*), and LUSI shall not provide water or wastewater service within the City's Agreed Service Area without the prior written consent of the City, which consent may be withheld at the sole discretion of the City, except to the limited extent described in paragraphs 2A, 2B and 2C below.

A. Notwithstanding the foregoing, for that geographic area generally located south of SR 50, north of Lake Louisa, west of US Highway 27 and east of the western boundary of the City's utility service area, as identified by ordinance and more specifically described on Exhibit "C" attached hereto (*Shared Service Area*), the City shall have the exclusive right to provide wastewater service in said Shared Service Area and LUSI shall provide water service in the Shared Service Area. The City shall not provide water service in the Shared Service Area without the prior written consent of the LUSI, which consent may be withheld at the sole discretion of LUSI. LUSI shall not provide wastewater service in the Shared Service Area without the prior written consent of the City, which consent may be withheld at the sole discretion of the City.

B. Notwithstanding the foregoing, LUSI shall have the right to provide water and wastewater service to the property identified on Exhibit "B", if the property is developed in a common plan or as additional phasing to the adjacent property to the south which is in the LUSI Agreed Service Area.

C. Ames-Hartwood Area. Only as to that specific area located partly in Sections 21, 22 and 23, Township 23S, Range 26E, Lake County, Florida, currently owned by the Ames and

Hartwood Groups (hereinafter called the Ames-Hartwood Area), which Ames-Hartwood Area is within the City Service Area, and as depicted on Exhibit "C", attached hereto and by this reference made a part hereof, City and LUSI agree that the Ames-Hartwood Area within the City Service Area will be served with water and wastewater based upon the following criteria:

- (i) by LUSI, if the Ames-Hartwood Area is developed in a common plan or as additional phasing to the adjacent property to the south in LUSI's Agreed Service Area which is owned by the Ames-Hartwood Groups, their successors and/or assigns; and
- (ii) by the City, if the Ames-Hartwood Area is not developed in a common plan or as additional phasing to the adjacent property to the south in LUSI's Agreed Service Area which is owned by the Ames-Hartwood Groups, their successors and/or assigns.

3. The City agrees that LUSI shall have the exclusive right to provide water and wastewater service to the area identified on Exhibit "B" as LUSI's service area (*LUSI's Agreed Service Area*) and the City shall not provide water or wastewater service within LUSI's Agreed Service Area without the prior written consent of LUSI, which consent may be withheld at the sole discretion of LUSI, or in the event that LUSI is unable to obtain authorization to provide such service by the Commission or such authorization is subsequently removed or rescinded by the Commission. The City shall not initiate or participate in any proceeding before the Commission to remove or rescind LUSI's right to serve its Agreed Service Area.

4. Within ten (10) days after execution of this Agreement, both parties shall submit this Agreement to the Court in the Lawsuit and request the Court to approve this Agreement. The parties agree that the Court will have continuing jurisdiction to enforce the terms and provisions of this Agreement. LUSI shall also amend the Application in the Administrative proceeding to delete the City's Agreed Service Area from the Application.

5. Within ten (10) days after execution of this Agreement, the City shall begin the process to amend the Ordinance to delete LUSI's Agreed Service Area from the boundaries established by the Ordinance. Further, upon amendment of the application by LUSI, the City shall withdraw its objection to the Application in the Administrative proceeding.

6. This Agreement is the result of a compromise of vigorously disputed claims and does not constitute and shall not be construed to be an admission of liability or responsibility of any party hereto. LUSI and the City specifically state that they have entered into this Agreement solely to avoid the burden and expense of continuing litigation and for the covenants, releases, and agreements contained herein.

7. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the parties relating to the subject matter hereof. All prior or contemporaneous agreements, written or oral, between the parties regarding the subject matter hereof are superseded by this Agreement. This Agreement may not be modified except by a written document signed by an authorized representative of each of LUSI and the City. No term of this Agreement is to be construed or interpreted in any manner based upon which party drafted its language.

8. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

9. LUSI and the City agree to execute all such documents and take all such actions after the date hereof as the other party shall reasonably request in connection with carrying out and effectuating the intent and purposes contemplated by this Agreement, including, without limitation, the execution and delivery of any and all confirmatory and other documents in addition to those to be delivered concurrently with the execution hereof and all actions which may reasonably be necessary or desirable to complete the transaction and agreements contemplated hereby.

10. This Agreement shall be binding upon and shall inure to the benefit of LUSI and the City and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

11. 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 facsimile, and if to the City, shall be mailed or delivered to the City at:

The City of Clermont
1 Westgate Plaza
Clermont, Florida 34771
Attn: Wayne Saunders, City Manager

and if to LUSI, at:

Lake Utility Services, Inc.
200 Weathersfield Avenue
Altamonte Springs, Florida 32714
Attention: Patrick Flynn, Regional Director

with a copy to:

Rose, Sundstrom & Bentley, LLP
600 S. North Lake Blvd., Ste. 160
Altamonte Springs, Florida 32701
Attention: Martin S. Friedman, Esquire

12. 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, if applicable.

13. In the event LUSI or the City 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, including such fees and costs of any appeal.

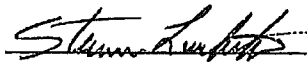
14. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

15. 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.

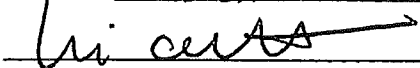
IN WITNESS WHEREOF, LUSI and the City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

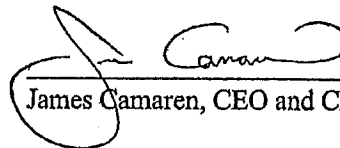
LAKE UTILITY SERVICES, INC.



Print Name STEVEN LUBERTOZZI




Print Name LISA CROSSETT




James Camaren, CEO and Chairman

THE CITY OF CLERMONT



Print Name JANE WARREN

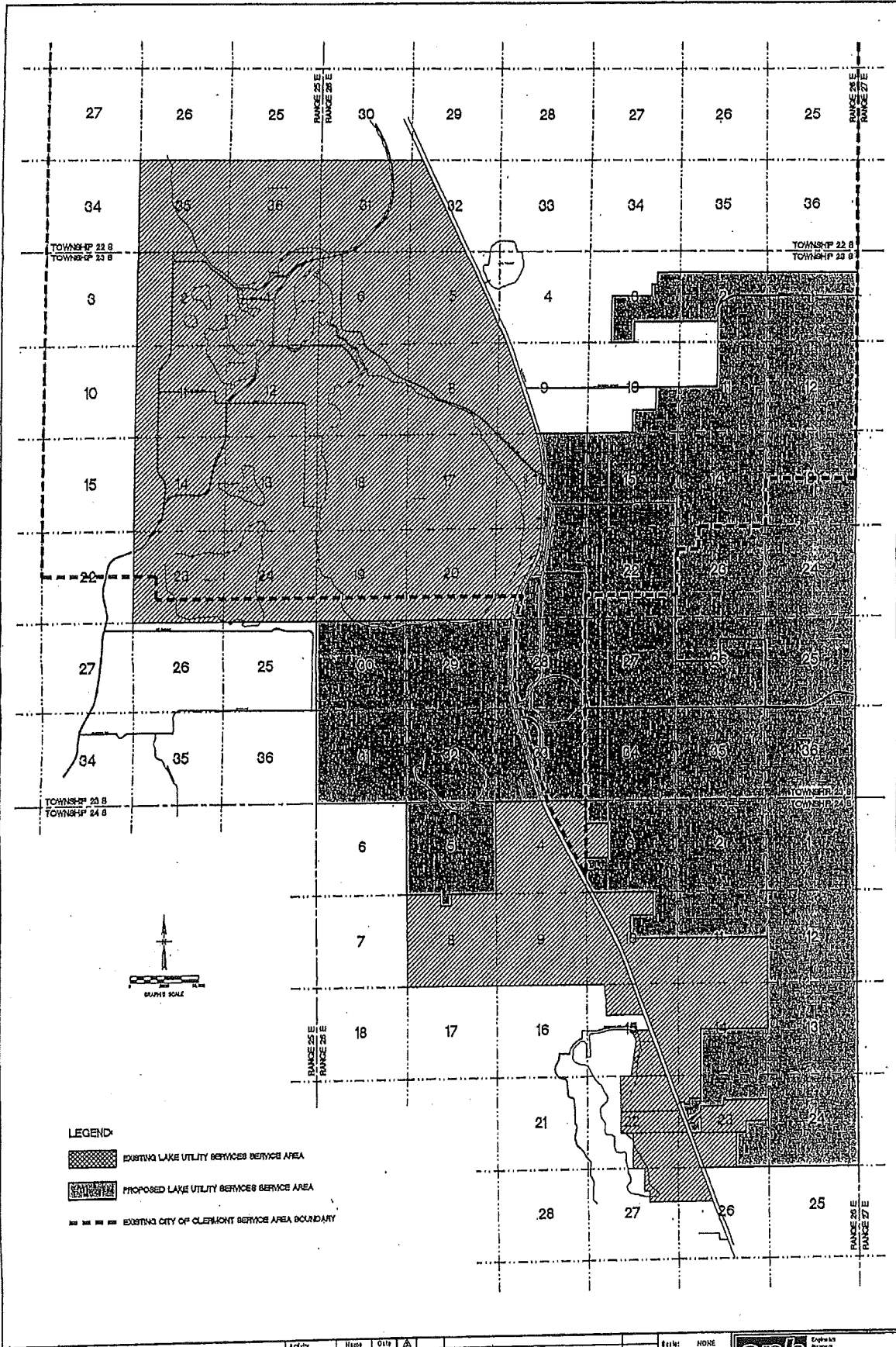


Print Name Becki Blackmon



By: VAL TURVILLE

EXHIBIT "A"



- LEGEND**
- EXISTING LAKE UTILITY SERVICES SERVICE AREA
 - PROPOSED LAKE UTILITY SERVICES SERVICE AREA
 - EXISTING CITY OF CLEMONT SERVICE AREA BOUNDARY

EXHIBIT A

UTILITY SERVICE AREAS
UTILITIES INC. OF FLORIDA

Author:	WFO	QTR:	Δ
Drawn by:	ASR	DATE:	1.03
Checked by:	RAE	DATE:	1.03
Approved by:	DEM	DATE:	1.03
Approved by:	ENR	DATE:	1.03

Sheet: NONE
 Date: JUNE 11, 2003
 City: WFLA
 Project: WFLA
 Title: WFLA
 Scale: 1" = 1000'

cph Engineering
 Surveying
 Geographical Management
 10000 W. US Highway 90, Suite 100
 Fort Worth, TX 76135

EXHIBIT "B"

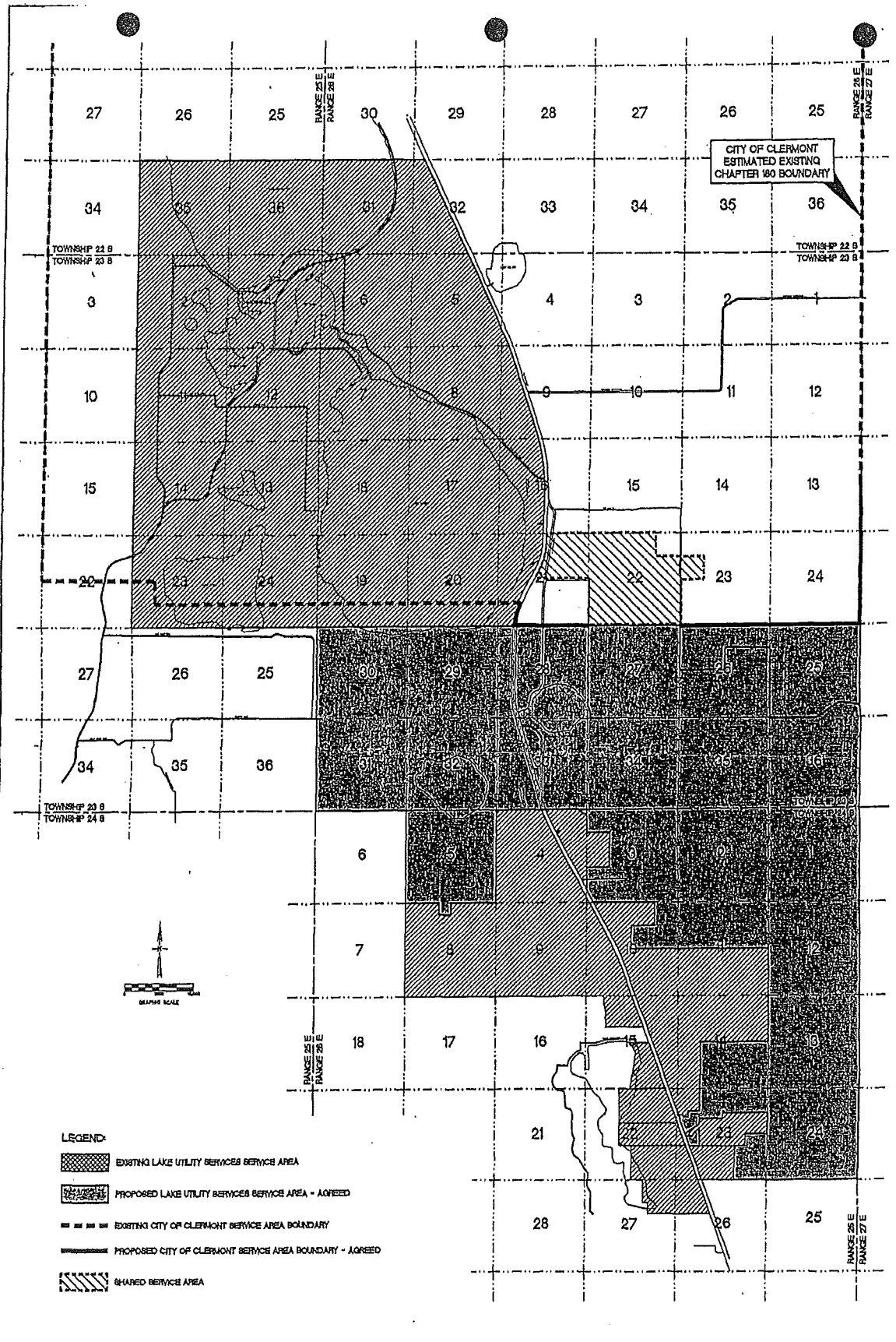
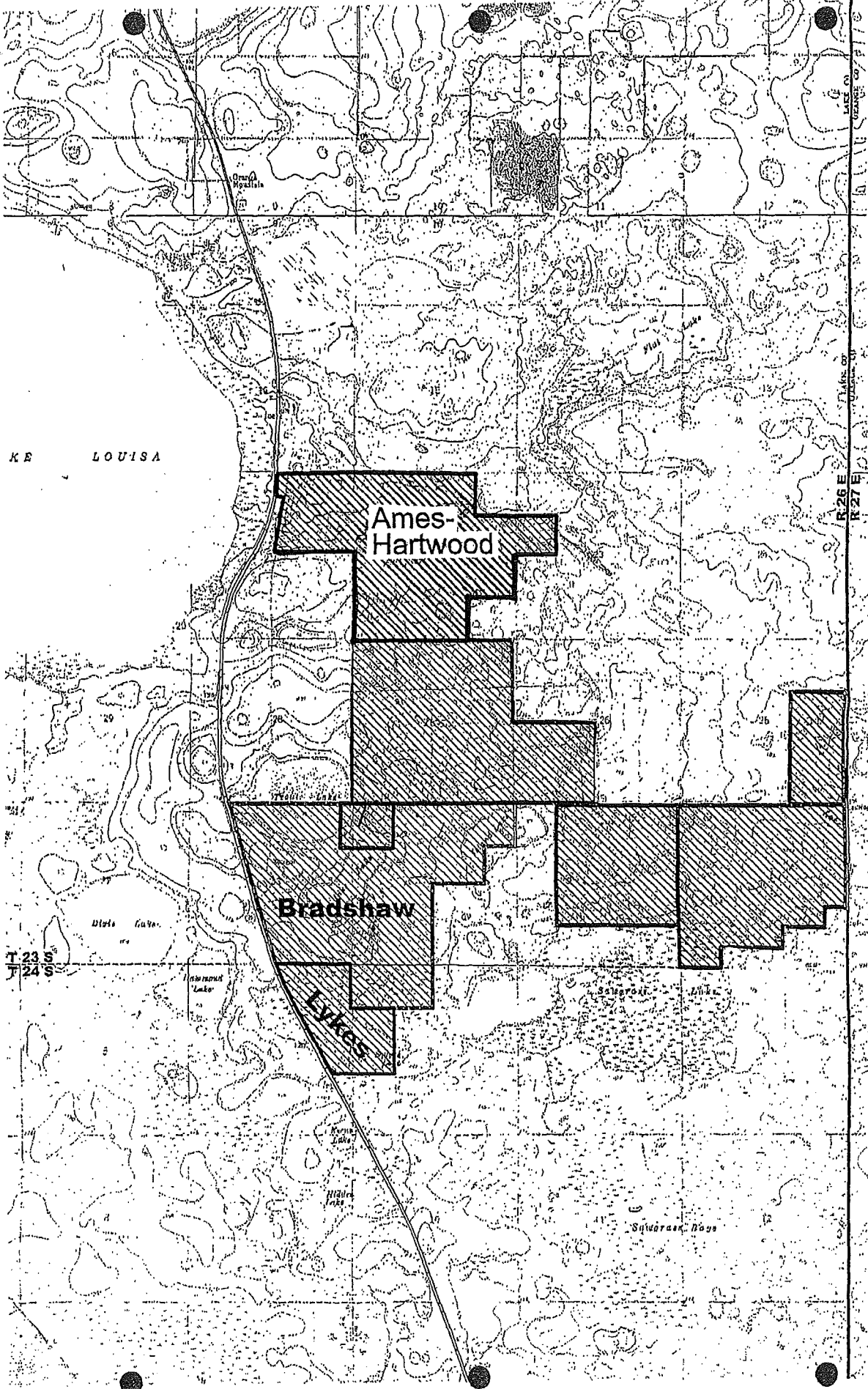


EXHIBIT B	AGREED SERVICE AREA ADDITIONS	<table border="1"> <thead> <tr> <th>Drawn by</th> <th>Name</th> <th>Date</th> <th>Δ</th> </tr> </thead> <tbody> <tr> <td>Drawn by</td> <td>BMR</td> <td>2003</td> <td>Δ</td> </tr> <tr> <td>Drawn by</td> <td>RAE</td> <td>2003</td> <td>Δ</td> </tr> <tr> <td>Checked by</td> <td>OEL</td> <td>2003</td> <td>Δ</td> </tr> <tr> <td>Approved by</td> <td>SH</td> <td>2003</td> <td>Δ</td> </tr> </tbody> </table>	Drawn by	Name	Date	Δ	Drawn by	BMR	2003	Δ	Drawn by	RAE	2003	Δ	Checked by	OEL	2003	Δ	Approved by	SH	2003	Δ	<table border="1"> <thead> <tr> <th>Drawn by</th> <th>Name</th> <th>Date</th> <th>Δ</th> </tr> </thead> <tbody> <tr> <td>Drawn by</td> <td>RAE</td> <td>2003</td> <td>Δ</td> </tr> <tr> <td>Checked by</td> <td>OEL</td> <td>2003</td> <td>Δ</td> </tr> <tr> <td>Approved by</td> <td>SH</td> <td>2003</td> <td>Δ</td> </tr> </tbody> </table>	Drawn by	Name	Date	Δ	Drawn by	RAE	2003	Δ	Checked by	OEL	2003	Δ	Approved by	SH	2003	Δ	<table border="1"> <thead> <tr> 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EXHIBIT "C"



KE LOUISA

Ames-Hartwood

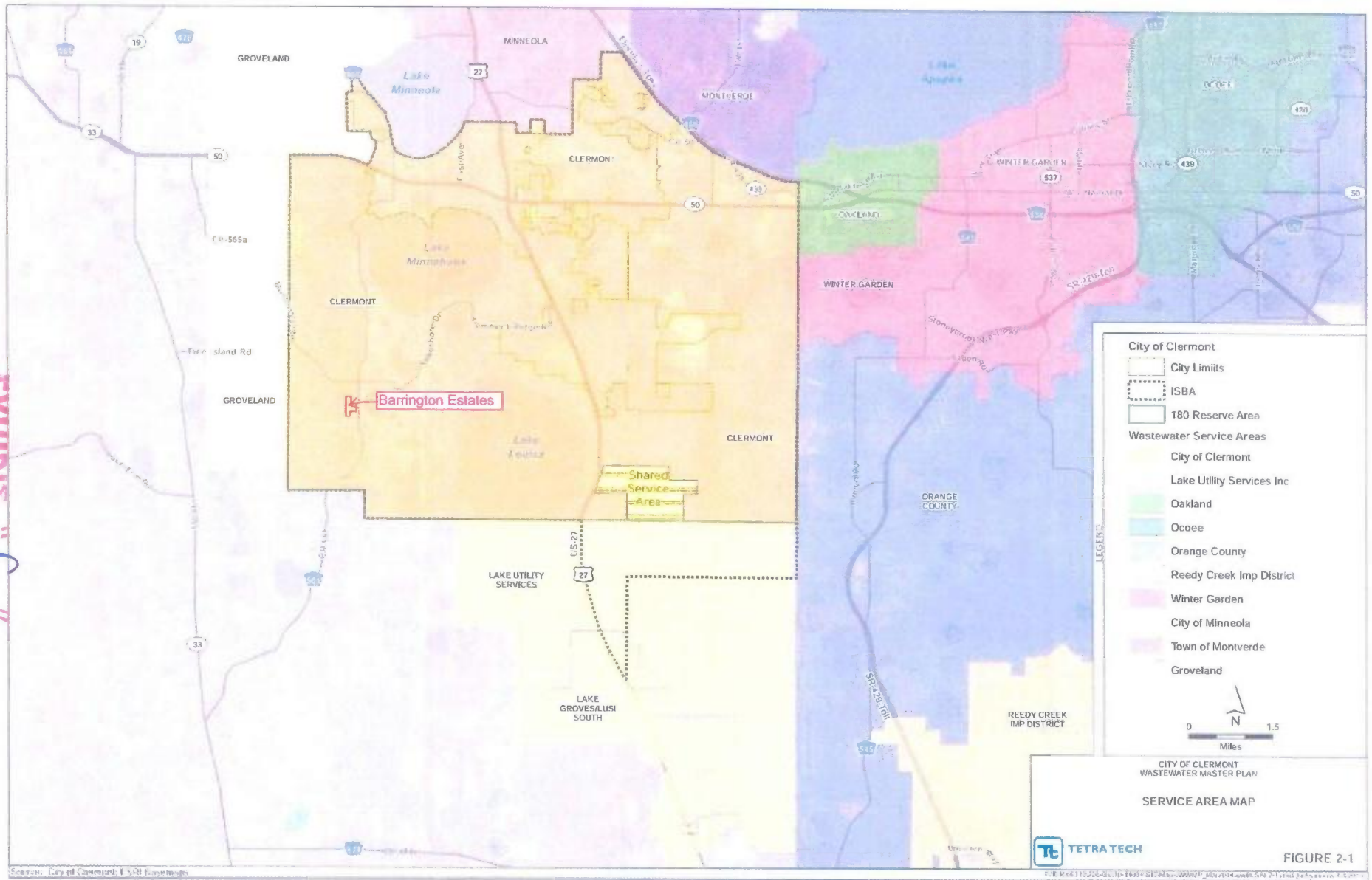
Bradshaw

Lykes

T. 23 S
T. 24 S

R. 26 E
R. 27 E

EXHIBIT "C"



Source: City of Clermont, 1:50,000 Base Map

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