

#### DOCKET NO. 150186-WU

FILED AUG 21, 2015 DOCUMENT NO. 05222-15 FPSC - COMMISSION CLERK

<u>FEDEX</u>

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

n who forwarded checic

Carlotta S. Stauffer, Commission Clerk Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

RE: Docket No. \_\_\_\_\_-WU; Application of Charlie Creek Utilities, LLC for a Certificate to provide water service in Hardee County, Florida Our File No. 47136.01

Dear Ms. Stauffer:



Enclosed are the following for filing:

- Original and five (5) copies of the completed application and attached exhibits.
- One (1) copy of the territory and system map.
- Original and two (2) copies of the proposed Tariff.
- A check in the amount of \$750.00 representing the appropriate filing fee.
- A proposed Notice is also enclosed for staff's review and approval. Please ask staff to provide comments and the noticing list.

Should you have any questions regarding this filing, please do not hesitate to give me a call.

COM	
AFD	1
APA	
ECO	1
ENG	2 + 2 Pariff
GCL	MSF/ Cc: Mike Smallridge (via email)
IDM	
TEL	
CLK	

Very truly yours jan

MARTIN S. FRIEDMAN For the Firm

#### FLORIDA PUBLIC SERVICE COMMISSION

#### INSTRUCTIONS FOR COMPLETING

INFORMATION PACKAGE TO COMPLY WITH RULE 25-30.034, FLORIDA ADMINISTRATIVE CODE FOR A UTILITY IN EXISTENCE AND CHARGING RATES

#### (Section 367.045, Florida Statutes)

#### General Information

The attached form has been prepared by the Florida Public Service Commission to aid utilities under its jurisdiction to file information required by Chapter 367, Florida Statutes, and Chapter 25-30, Florida Administrative Code. Any questions regarding this form should be directed to the Division of Economic Regulation, Bureau of Certification, Economics and Tariffs (850) 413-6900.

#### Instructions

- Fill out the attached application form completely and accurately.
- Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
- 3. Notarize the completed application form.
- 4. Remit the proper filing fee pursuant to Rule 25-30.020, Florida Administrative Code, with the application.
- 5. The original and five copies of the completed application and attached exhibits; one copy of each territory and system map; the original and two copies of proposed tariff(s); and the proper filing fee should be mailed to:

Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850 INFORMATION PACKAGE TO COMPLY WITH RULE 25-30.034, FLORIDA ADMINISTRATIVE CODE FOR A UTILITY IN EXISTENCE AND CHARGING RATES (Pursuant to Section 367.045, Florida Statutes)

To: Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

The undersigned hereby wishes to comply with Rule 25-30.034, Florida Administrative Code for original certificate(s) to operate a water  $\underline{X}$  and/or wastewater  $\underline{\cap A}$  utility in \_\_\_\_\_ Hordee\_ 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:

Charlie Creak	utilities, LLC	
Name of utility		
(863 ,904- 5574		
Phone No.	Fax No.	
3336 Grand BI	vd Suite 102	-
Office street addres	S	
Holiday	FL	34690.
City	State	Zip Code
Internet address if The name, address contact concerning t	and telephone num his application:	ber of the person to
Michael Smallrid	ge (35)	z 302-7406.
Name	Phor	ne No.
3336 Grand B	lud Suite 102	
Street address		
Holiday	FL	34690-
City	State	Zip Code

PSC/ECR 016-R (Rev. 2/91)

B)

C) Indicate the organizational character of the applicant: (circle one)

Corporation Partnership Sole Proprietorship Other LLC (Specify)

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

Michael Smallridge 100%

E) If the applicant <u>is not</u> a corporation, list names and addresses of all persons or entities owning an interest in the organization. (Use additional sheet if necessary.)

Michael Smallridge 100%.

#### PART II SYSTEM INFORMATION

#### A) WATER

- (1) Exhibit <u>1</u> A statement describing the proposed types(s) of water service to be provided (i.e., potable, non-potable or both).
- (2) Exhibit \_\_\_\_\_\_ A schedule showing the number of customers currently being served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.
- (3) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by the DEP to issue permits:

DEP # WC25-220473 on 8/5/93

(4) Indicate when the water utility system was

I was Told in the late 80's - SEE Enclosed Laffer Exhibit \_ 3 - Enclosed Laffer (5) Exhibit \_\_\_\_\_\_ - Evidence that the utility owns the land where the water facilities are located. If 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) WASTEWATER

- (1) Exhibit \_\_\_\_\_\_ A schedule showing the number of customers by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.
- (2) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

NA

(3) Indicate when the wastewater utility system was established.



(4) Exhibit \_\_\_\_\_\_ - Evidence that the utility owns the land where the wastewater facilities are located. If 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 The Commission may consider a written lease. easement or other cost-effective alternative.

#### PART III FINANCIAL AND TECHNICAL INFORMATION

Exhibit \_\_\_\_\_\_ - A statement regarding the financial A) and technical ability of the applicant to continue to provide service.

B) Exhibit <u>5</u> - A statement explaining how and why the applicant began providing water and/or wastewater service prior to obtaining a PSC certificate.

#### PART IV RATES AND TARIFFS

- A) Exhibit \_\_\_\_\_ A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit <u>7</u> The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. Sample tariffs are enclosed with the application package.

#### PART V TERRITORY DESCRIPTION AND MAPS

#### A) **TERRITORY DESCRIPTION**

Exhibit \_\_\_\_\_\_ - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility is currently serving. If the water and wastewater service territories are different, provide separate descriptions.

Exhibit \_\_\_\_\_\_ - If the applicant is requesting territory not serviced at the time of the application provide the following:

- A statement showing the need for service in the proposed area;
- (2) A statement that, to the best of the applicant's knowledge, the provision of service in this territory will be consistent with the water and wastewater sections of the local comprehensive plan as approved by the Department of Community Affairs at the time the application is filed. Or, if not consistent, a statement demonstrating why granting the territory would be in the public interest.

#### B) **TERRITORY MAPS**

Exhibit  $\underline{-9}$  - One copy of an official county tax

assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

#### C) SYSTEM MAPS

Exhibit <u>10</u> - One copy of detailed map(s) showing existing lines, facilities and the territory being served. Additionally, any requested territory not served at the time of application shall be specifically identified. Map(s) should be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

#### PART VI NOTICE OF ACTUAL APPLICATION

- A) Exhibit \_\_\_\_\_\_ 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:
  - 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 Office of Commission Clerk;
- (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. <u>THIS MAY BE A LATE-FILED</u> <u>EXHIBIT</u>

- B) Exhibit <u>12</u> 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. A copy of the notice shall accompany the affidavit. <u>THIS MAY BE A LATE-FILED EXHIBIT.</u>
- C) Exhibit <u>13</u> 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. <u>THIS MAY BE A LATE-FILED EXHIBIT.</u>

#### PART VII FILING FEE

Indicate the filing fee enclosed with the application:

 $\frac{150}{\text{wastewater}}$  (for water) and/or  $\frac{1}{2}$  M/A. (for

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

- For applications in which the utility has the capacity to serve up to 500 ERCs, the filing fee shall be \$750.
- (2) For applications in which the utility has the capacity to serve from 501 to 2,000 ERCs the filing fee shall be \$1,500.

- (3) For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERCs the filing fee shall be \$2,250.
- (4) For applications in which the utility has the capacity to serve more than 4,000 ERCs the filing fee shall be \$3,000.

#### PART VIII AFFIDAVIT

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

maye BY: Much

Applicant's Signature

Michael Smallridge Applicant's Name (Typed)

Sole <u>Managing</u> <u>Member</u>. Applicant's Title \*

Subscribed and sworn to		
of August	, 20 <u>15</u> by	Michael Smallridge
who is personally known	to me 🧹	or produced identification

Type of Identification Produced



ignature

Print, Type or Stamp Commissioned Name of Notary Public

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

## NOTICE OF APPLICATION FOR ORIGINAL CERTIFICATE (FOR A UTILITY IN EXISTENCE AND CHARGING RATES) (Section 367.071, Florida Statutes)

## LEGAL NOTICE

Notice is hereby given on XXXX, 2015, pursuant to Section 367.045, Florida Statutes, of the application of Charlie Creek Utilities, LLC to operate a water utility to provide service to the following described territory in Hardee County, Florida as follows:

#### DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 33 SOUTH, RANGE 27 EAST, HARDEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SO0°37'50"W, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 1320.77 FEET, TO THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE CONTINUE S00°37'50"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, 1131.53 FEET, TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 64 (100 FEET WIDE); THENCE S75°42'39"W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 770.11 FEET, TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE S89°56'02"W, ALONG SAID SOUTH LINE, 583.16 FEET, TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE NO0°37'21"E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4, 1321.68 FEET, TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE CONTINUE N00°37'21"E, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 1321.08 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE N89°59'14"E, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 1327.72 FEET, TO THE POINT OF BEGINNING.

Any objection to the said application must be made in writing and filed with Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL. 32399-0850, 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.

Charlie Creek Utilities, LLC 3336 Grand Blvd. Suite 102 Holiday, FL. 34690

## FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

## Detail by Entity Name

## Florida Limited Liability Company

CHARLIE CREEK UTILITIES, LLC

### Filing Information

Description of Neuropean	1 4 40004 9 4 6 7 9
Document Number	L14000181678
FEI/EIN Number	NONE
Date Filed	11/24/2014
State	FL
Status	ACTIVE
Effective Date	11/24/2014

### Principal Address

1902 BARTON PARK RD 201 AUBURNDALE, FL 33823

### Mailing Address

1902 BARTON PARK RD 201 AUBURNDALE, FL 33823

### **Registered Agent Name & Address**

SMALLRIDGE, MICHAEL A 1902 BARTON PARK RD 201 AUBURNDALE,, FL 33823

### Authorized Person(s) Detail

#### Name & Address

Title MGR

SMALLRIDGE, MICHAEL A 1902 BARTON PARK RD AUBURNDALE, FL 33823

## Annual Reports

No Annual Reports Filed

## EXHIBIT #1.

This is a potable water only system.

## EXHIBIT #2.

All customers are residential with  $\frac{3}{4} \times \frac{5}{8}$  meters with the exception of the Gourley Plastering account at 6895 SR 64 E. Wauchula, FL. 33873 which is a general services account with a  $\frac{3}{4} \times \frac{5}{8}$  meter.

The enclosed customer listing reflects active customers and vacant lots which would bring the total build out to an estimated 160.

3) Permit # WC25-220473 was issued by DEP on 8/5/93

4) According to the previous owner the system was built in the 1980's and the new wells added in 1993.



# Florida Department of Environmental Protection

Lawton Chiles Governor Southwest District 3804 Coconut Palm Drive Tampa, Florida 33619

Virginia B. Wetherell Secretary

NOTICE OF PERMIT

Wauchula State Bank Post Office Box 248 Wauchula, FL 33873

Re: Villages of Charlie Creek Water Treatment Plant Permit # WC25-220473

Dear Sir:

Enclosed is the above referenced permit to construct a modification to an existing community water supply system, issued pursuant to Section(s) 403.087(1), Florida Statutes.

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) in accordance with Section 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, within 14 days of receipt of this Permit. Petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under Section 120.57, Florida Statutes.

The Petition shall contain the following information; (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department Permit File Number and the county in which the project is proposed;

(b) A statement of how and when each petitioner received notice of the Department's action or proposed action;

(c) A statement of how each petitioner's substantial interests are affected by the Department's action or proposed action;

(d) A statement of the material facts disputed by Petitioner, if any;

 (e) A statement of facts which petitioner contends warrant reversal or modification of the Department's action or proposed action; PERMITTEE: Wauchula State Bank PERMIT NO.: WC25-220473

(f) A statement of which rules or statutes petitioner contends require reversal or modification of the Department's action or proposed action; and

(g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Department's action or proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this permit. Persons whose substantial interests will be affected by any decision of the Department with regard to the application have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 14 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, F.S., and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-5.207, F.A.C.

This permit is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above paragraphs or unless a request for extension of time in which to file a petition is filed within the time specified for filing a petition and conforms to Rule 17-103.070, F.A.C. Upon timely filing of a petition or a request for an extension of time this permit will not be effective until further Order of the Department.

When the Order (Permit) is final, any party to the Order has the right to seek judicial review of the Order pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate procedure, with the Clerk of the Department in the Office of General Counsel, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of PERMITTEE: Wauchula State Bank PERMIT NO.: WC25-220473

Appeal must be filed within 30 days from the date the Final Order is filed with the Clerk of the Department.

STATE OF FLORIDA DEPARTMENT OF PROTECTION DRINKING WATER PROGRAM

JHH/dmp

cc: Hardee CPHU Gloria C. Brady, P.E.

"

#### CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT and all copies were mailed before the close of business on 8.3-9.3 to the listed persons.

FILING AND ACKNOWLEDGEMENT FILED, on this date, pursuant to \$120.52(10), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

8-5-93 oroth Q Iham



# Florida Department of Environmental Protection

Lawton Chiles Governor Southwest District 3804 Coconut Palm Drive Tampa, Florida 33619

Virginia B. Wetherell Secretary

PERMITTEE Wauchula State Bank Post Office Box 248 Wauchula, Florida 33873 Permit/Certification ID. Number: 6250278 Permit Number: WC25-220473 Date of Issue: 8/5/93 Expiration Date: 8/5/94 County: Hardee Lat/Long: 27°35'50"N/ 81°38'48"W Sect/Town/Rge: 31-33S-27E Project: Villages of Charlie Creek Water Treatment Plant

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule(s) 17-555. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents, attached hereto or on file with department and made a part hereof and specifically described as follows:

Construction of a modification to an existing community water supply system. The new construction is to be in accordance with the plans and specifications prepared by AIM Engineering and Surveying and is to include the following:

Two 4 inch, 300 feet deep supply wells each cased to 120 feet and equipped with a 100 gpm submersible pump and 5 hp motor;

4 inch pvc raw water line;

Hypochlorination system for pre and post chlorination;

6,000 gallon flow through tank (clearwell);

5,000 gallon flow through tank (clearwell);

Two 140 gpm, 7½ hp high service pumps;

6,000 gallon hydropneumatic tank;

Page 1 of 4.

Printed on recycled paper.

PERMITTEE: Wauchula State BanA Villages of Charlie Creek Water Treatment Plant

Permit No.: WC25-220473

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4 inch ductile iron pipe above grade at water treatment plant;

40 KW (minimum) auxiliary diesel generator set with automatic startup capability; and

4 inch pvc finished water line from plant to point of connection with existing distribution system.

Permitted capacity of water treatment plant: .133 MGD

Location: SR 64, east of Wauchula

Specific Conditions

1. The Department must be notified in writing and prior approval obtained for any changes or revisions to be made to project during construction.

2. Permitted construction or alteration of public drinking water systems must be supervised during construction by a professional engineer registered in the State of Florida.

3. The system may be placed in service upon receipt of clearance from this Department (Chapter 17-555.345, F.A.C.).

4. A letter of clearance may be issued by this Department upon receipt of the following items:

a. 'Request for a Letter of Release to Place Water Supply System into Service', DER Form 17-555.910(9);

b. Bacteriological survey of the raw well water completed pursuant to Chapter 17-555.315(3)(c), F.A.C.;

c. Copy of satisfactory pressure test of the water distribution system;

d. Copies of satisfactory bacteriological analysis of the water taken on two consecutive days from the flow through tanks hydropneumatic tank and point of connection between finished water line and existing distribution system; and

e. Copy of an analysis of the raw water from each of the wells covered by this permit for turbidity.

5. The permittee shall instruct the engineer of record to request system clearance from the Department within 30 days of completion of construction, testing and disinfection of the system covered by this permit.

Page 2 of 4.

Permit Nc.. WC25-220473

PERMITTEE: Wauchula State Ban... Villages of Charlie Creek Water Treatment Plant

c. The drinking water must be analyzed for unregulated organic contaminants listed in Chapter 17-550.410, F.A.C., to the degree and frequency outlined in Chapter 17-550.510, F.A.C.

d. All water quality analysis must be performed by a laboratory certified by the Department of Health and Rehabilitative Services (DHRS) and the results forwarded to the district office.

14. The permittee must maintain all equipment in good operating condition and must keep in operation all equipment designed for the purification of the water supply.

15. The permittee must insure that a minimum free chlorine residual of .2 mg/l is maintained throughout the distribution system at all times.

16. The permittee must develop a written auxiliary power plan in accordance with the requirements of F.A.C. Rule 17-555.320(6).

17. Sewage disposal facilities shall not be installed within 200' of any water supply well (Chapter 17-555.312, F.A.C.).

18. Reclaimed water land application areas may not be located within the setback distances established in Chapter 17-610, F.A.C.

19. Other sanitary hazards may not be located within 100' of any water supply well.

20. If historical or archaeological artifacts, such as Indian canoes, are discovered at any time within the project site the permittee shall immediately notify the district office and the Bureau of Historic Preservation, Division of Archives, History and Records Management, R.A. Gray Building, Tallahassee, Florida 32301, Telephone number (904) 487-2073.

21. The permittee shall be aware of and operate under the attached "General Conditions". General conditions are binding upon the permittee and enforceable pursuant to Chapter 403, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF PROTECTION

Richard D. Garrity, Ph.D. Director of District Management Southwest District

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Monday, August 17, 2015

Customer Name Address	Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mult Act Bal / Dep Bal
Adelita Carrizales	1250 Mockingbird Rd.	68
1250 Mockingbird Rd. Wauchula, FL. 33873		water 6589 X 1
Allan Jordan	1065 Blue Jay Rd.	316
1065 Blue Jay Rd.		water
Wauchula, FL. 33873		2098 X 1
Allen & Tonya Thomas	1041 Morgan Grice	8
1041Morgan Grice		water
Wauchula, FL. 33873		4506 X 1
Annette Gannon	1273 Mockigbird Rd.	164
1273 Mockingbird Rd.		water
Wauchula, FL. 33873		10294 X 1
Anthony Cantu	905 Wren Rd	544
905 Wren Rd	E01	water
Wauchula, FL 33873		27047 X 1
Antonio Garza	1152 Blue Jay Rd.	214
P.O.Box 373		water
Zolfo Springs, FL 33890		593 X 1
April Weems	1036 Cardinal Rd.	752
737 Boyd Cowart Rd.		water
Wauchula, FL. 33873		11911 X 1
Arthur Harrington	907 Wren Rd.	546
8445 N. Rollin Hwy		water
Addison, MI 49220-9750		0 X 1
Becky Granda	1222 Blue Jay Rd.	206
1222 Blue Jay Rd.		water
Wauchula, FL. 33873	<b>新闻》:「新闻学生</b>	2218 X 1

#### Monday, August 17, 2015 Page 2 of 18

Customer Name Address	Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mult Act Bal / Dep Bal
Betty Reyna	1201 Morgan Grice Rd.	28
1714 Nightferry Road		water
Quitman, GA 31643		43 X 1
Brandy Hagwood	1270 Mockingbird Rd.	64
1270 Mockingbird Rd.		water
Wauchula, FL 33873		0 X 1
Brenda Short	1157 Sparrow Rd.	572
3330 Sunderland Road		water
Cridersville, OH 45806		0 X 1
Carol Sockalosky	1351 Morgan Grice	50
P.O. Box 334		water
Wauchula, FL 33873		5607 X 1
Carol Sockalosky	1340 Mockingbird Rd	56
P.O. Box 334		water
Wauchula, FL 33873		731 X 1
Carolyn & William Short	1263 Mockingbird Rd.	162
1263 Mockingbird Rd.		water
Wauchula, FL. 33873		2941 X 1
Catherine Bass	1062 Blue Jay Rd.	228
1062 Blue Jay Rd.		water
Wauchula, FL. 33873		6156 X 1
Charles Barton	1022 Bule Jay Rd	236
1097 Manley Road		water
Wauchula, FL 33823		0 X 1
Charline Hubbard	1114 Sparrow Rd.	524
1114 Sparrow Rd.		water
Wauchula, FL. 33873		9159 X 1

# **Customer** Listing

Monday, August 17, 2015 Page 3 of 18

Customer Name Address	Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mult Act Bal / Dep Bal
Charlle & Janet Lowe	1155 Blue Jay Rd.	328
1155 Blue Jay Rd.	Contract of the local division of the local	water
Wauchula, FL. 33873		4265 X 1
Charlton Griffin	1212 Blue Jay Rd.	208
1212 Blue Jay Rd.		water
Wauchula, FL. 33873		6123 X 1
Christine Herrick	1241 Morgan Grice	36
1241 Morgan Grice	The second s	water
Wauchula, FL. 33873		860 X 1
Christopher Solano	1060 Mockingbird Rd	106
1060 Mockingbird Rd.	and the second	water
Wauchula, FL 33873		16718 X 1
Cindy Gillespie	1153 Mockingbird Rd.	146
1153 Mockingbird Rd. Wauchula, FL. 33873		water
Wauchula, PL. 33673		3147 X 1
Daniel Green	1055 Blue Jay Rd.	314
1055 Blue Jay Rd. Wauchula, FL. 33873		water 2580 X 1
Vadendia, 1 E. 33073		2580 × 1
David Beyer	1300 Mockingbird Rd.	62
1300 Mockingbird Rd. Wauchula, FL. 33873		water
Waddinia, FL. 33075		5744 X 1
Debbie Edwards	1100 Mockingbird Rd.	104
1100 Mockingbird Rd. Wauchula, FL. 33873	and the second second second	water
wadenula, i E. 00010		7258 X 1
Deborah Richardson	1043 Mockingbird Rd.	128
1043 Mockingbird Rd. Wauchula, FL. 33873		water
wauchula, FL. 33075		2193 X 1

## Monday, August 17, 2015

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#### Read Ord / Inactive Service Address **Customer Name Billing Rate** Account Number Address Home Phone Next Anticipated x Mult Act Bal / Dep Bal Work Phone 1260 Mockingbird Rd. 66 $\square$ Debra Morris water 1260 Mockingbird Rd. Wauchula, FL. 33873 X 1 1522 804 1289 Cardinal Rd. Debra Wolfhope water 1289 Cardinal Rd. Wauchula, FL. 33873 3775 X 1 1210 Mockingbird Rd. 90 **Delfino Garcia** water 1210 Mockingbird Rd Wauchula, FL 33873 7026 X 1 1304 Sparrow Rd. 436 **Denise Fennell** 1304 Sparrow Rd. water Wauchula, FL. 33873 6639 X 1 1052 Blue Jay Rd. 230 **Denise Kirkland** water 1052 Blue Jay Rd. Wauchula, Fl. 33873 3027 X 1 1122 Blue Jay Rd. 220 **Dennis & Thelma Hilton** 1122 Blue Jay Rd. water Wauchula, FL. 33873 15832 X 1 900 Quail Rd. 332 **Dian Shermen** water 900 Quail Rd. Wauchula, FL. 33873 X 1 0 1251 Morgan Grice 38 Dobbie Lajuana 3030 N. Mohawk Rd. water Mohawk, TN, 37810-4820 860 X 1 903 Quail Rd. 514 Donna Clark Skipper 903 Quail Rd. water Wauchula, FL 33873 7318 X 1

#### Monday, August 17, 2015 Page 5 of 18

## **Customer** Listing

Read Ord / Inactive Service Address **Customer** Name **Billing Rate** Account Number Address Home Phone Next Anticipated x Mult Act Bal / Dep Bal Work Phone 72 1230 Mockingbird Rd.  $\square$ Donovan Thompson water 1230 Mockingbird Rd. Wauchula, FL. 33873 3577 X 1 548 1007 Sparrow Rd. **Dorthie Suttles** water 1007 Sparrow Rd. Wauchula, FL. 33873 6880 X 1 508 1224 Sparrow Red. Edith Granger water 1224 Sparrow Rd. Wauchula, FL. 33873 X 1 8600 1144 Sparrow Rd. 518 Eileen Marin water 1144 Sparrow Rd. Wauchula, FL. 33873 4626 X 1 1244 Sparrow Rd. 504 Elisa Rios water P.O. Box 1524 Wauchula, FL. 33873 6682 X 1 1223 Mockingbird Rd. 154 **Elizabeth Neale** water 1233 Mockingbird Rd. Wauchula, FL. 33873 50310 X 1 1005 Blue Jay Rd. 304 Ellen Tomassi water P.O.Box 1895 Wauchula, FL. 33873 1909 X 1 1053 Mockingbird Rd. 130 **Encarnacion Ledezma** 1053 Mockingbird Rd. water Wauchula, FL. 33873 2743 X 1 1333 Mockingbird Rd. 172 Felipe Cortez water P.O. Box 35 Zolfo Springs, FL 33890 4945 X 1

## Monday, August 17, 2015

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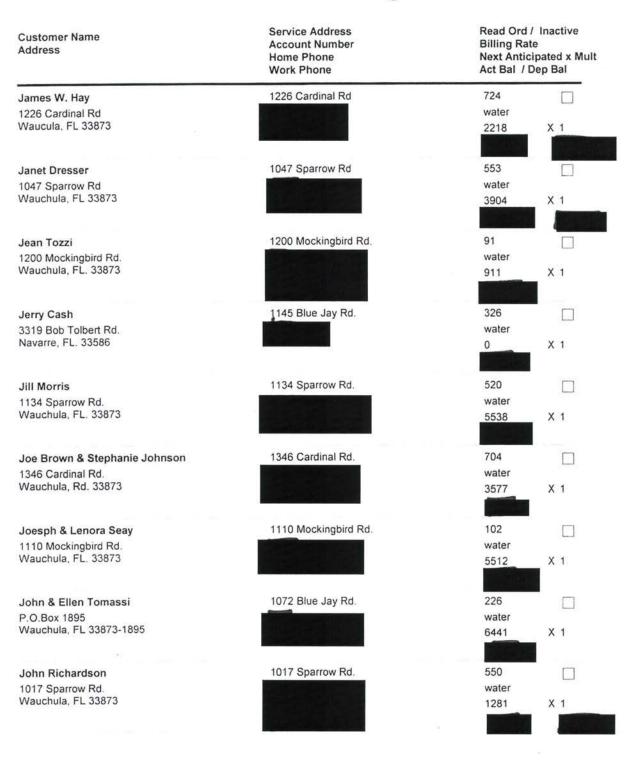
Customer Name Address	Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mult Act Bal / Dep Bal
Frank Chestnut	1121 Morgan Grice	18
1121 Morgan Grice Wauchula, FL. 33870		water 1986 X 1
George Noel	1023 Mockingbird Rd.	124
1023 Mockingbird Rd.	and the second se	water
Wauchula, FL. 33873		3156 X 1
Gilberto Gonzales	1127 Sparrow Rd	566
1127 Sparrow Rd.		water
Wauchula, FL. 33873		5805 X 1
Gloria Cooper	1150 Mockingbird Rd.	94
1150 Mockingbird Rd.	and the second second second	water
Wauchula, FL. 33873		8 X 1
Gourley Plastering, Inc	6895 SR 64 E.	2
6895 SR 64 E.		water
Wauchula, FL. 33873		163 X 1
Harold Hammons	1261 Morgan Grice	40
5321 Gardenview Ave.		water
Fort Wayne, IN. 46809		0 X 1
Harry & Marie Counts	1125 Blue Jay Rd.	322
856 Willow Springs		water
Cedar Bluff, VA 24609-9425		8 X 1
Harvey Alderman	1211 Morgan Grice	30
1211 Morgan Grice		water
Wauchula, FL. 33873		2021 X 1
Harvey Randle	1142 Blue Jay Rd.	216
1142 Blue Jay Rd.	and the second	water
Wauchula, FL. 33873		1616 X 1
		And a second second second

### Monday, August 17, 2015 Page 7 of 18

Customer Name Address	Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mult Act Bal / Dep Bal
Heide Littles	1160 Mockingbird Rd.	92
1160 Monckingbird Rd.		water
Wauchula, FL. 33873		3861 X 1
Helen & Jean White	1221 Morgan Grice	32
1221 Morgan Grice		water
Wauchula, FL. 33873		1178 X 1
Helen Lathe*	1140 Mockingbird Rd.	96
1140 Mockingbird Rd.		water
Wauchula, FL. 33873		860 X 1
Henry & Betty Kowalski	1132 Blue Jay Rd.	218
1132 Blue Jay Rd.		water
Wauchula, FL. 33873		0 X 1
Howard Hicks	1064 Sparrow Rd.	528
1064 Sparrow Rd.	and the second	water
Wauchula, FL. 33873		6458 X 1
Jack & Donna Dougherty	1130 Mockingbird Rd.	98
1130 Mockingbird Rd.		water
Wauchula, FL 33783		0 X 1
Jacqueline Walker	1314 Sparrow Rd.	434
1314 Sparrow Rd. Wauchula, FL. 33873		water
VVauciluia, FL. 330/3		3233 X 1
James & Luann Bee	1279 Cardinal Rd.	802
1279 Cardinal Rd.	and the second	water
Wauchula, FL. 33873		3870 X 1
James & Wanda Gunn	1031 Morgan Grice	6
1031 Morgan Grice		water
Wauchula, FL. 33873	Carrier and the	774 X 1

## Monday, August 17, 2015

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### Monday, August 17, 2015 Page 9 of 18

Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mult Act Bal / Dep Bal
1243 Mockingbird Rd.	158
Contraction of the local division of the loc	water
	0 X 1
1012 Blue Jay Rd	238
a complete track	water
	5142 X 1
1203 Mockingbird Rd.	150
	water
	129 X 1
1240 Mockingbird Rd.	70
A STATE OF THE OWNER	water
	8892 X 1
1133 Mockingbird Rd.	142
	water
	2889 X 1
1232 Blue Jay Rd.	204
	water
	5177 X 1
1163 Mockingbird Rd	148
	water
	3268 X 1
1016 Cardinal Rd.	758
	water
	4712 X 1
1299 Cardinal Rd	806
	water
and the second se	9055 X 1
	Home Phone Work Phone 1243 Mockingbird Rd. 1012 Blue Jay Rd. 1203 Mockingbird Rd. 1203 Mockingbird Rd. 1240 Mockingbird Rd. 1133 Mockingbird Rd. 1232 Blue Jay Rd. 1163 Mockingbird Rd

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Customer Name Address	Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mult Act Bal / Dep Bal
Kera Rayburn	1126 Cardinal Rd.	738
1126 Cardinal Rd.		water
Wauchula, FL. 33873		5701 X 1
Kristen Whiteside	1217 Sparrow Rd	578
1217 Sparrow Rd	The second second second	water
Wauchula, FL 33873		5762 X 1
Larry & Linda Cabe	1131 Morgan Grice	20
141 Philips Lane		water
Franklin, NC. 28734		0 X 1
Laverne & Charlotte Huges	1025 Blue Jay Rd.	308
1134 Parkland Drive		water
Kenton, OH 43326-9703		602 X 1
Leighann Gonzales	1325 Blue Jay Rd.	412
1325 Blue Jay Rd.	The second second second second	water
Wauchula, FL. 33873		2777 X 1
Letetia Moseley	1341 Morgan Grice	48
P.O. Box 334	The second second	water
Wauchula, FL. 33873		2270 X 1
Lina Miller	1050 Mockingbird Rd.	108
1050 Mockingbird Rd.	and the second	water
Wauchula, FL. 33873		14000 X 1
Linda Fraser	1234 Sparrow Rd.	506
1234 Sparrow Rd.	Statement of the local division of the local	water
Wauchula, FL. 33873		619 X 1
Linda Grimes	1030 Mockingbird Rd	112
1030 Mockingbird Rd		water
Wauchula, FL 33873		3784 X 1

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Customer Name Address	Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mu Act Bal / Dep Bal
Lonnie Neeley	1111 Morgan Grice	16
1111 Morgan Grice	the state of the state of	water
Wauchula, FL 33873	and the second second second second	1866 X 1
Lonnie Wood	1231 Morgan Grice Rd.	34
1231 Morgan Grice Rd.	the state of the state of the	water
Wauchula, FL 33873		5332 X 1
Madeline Hollenbeck	1252 Blue Jay Rd.	200
29 Long Meadow Lane		water
Rotonda West, FL 33947		43 X 1
Marguritte Cantley	1044 Sparrow Rd.	532
1044 Sparrow Rd.		water
Wauchula, FL. 33873		4300 X 1
Maria McDowell	902 Quail Rd.	510
902 Quail Rd.		water
Wauchula, FL. 33873		2769 X 1
Mark & Heidi McClary	1313 Mockingbird Rd.	168
1313 Mockingbird Rd.		water
Wauchula, FL. 33873		5873 X 1
Mark & Janet Dresser	1051 Morgan Grice	10
1051 Morgan Grice	and the second second	water
Wauchula, FL. 33873		748 X 1
Martha Crawford	1032 Blue Jay Rd.	234
1032 Blue Jay Rd.		water
Wauchula, FL. 33873		1419 X 1
Mary Walker	1337 Sparrow Rd.	600
1337 Sparrow Rd.		water
Wauchula, FL. 33873		6905 X 1

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Customer Name Address	Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mult Act Bal / Dep Bal
Matt Surrency	1315 Blue Jay Rd.	410
1315 Blue Jay Rd.		water
Wauchula, FL. 33873		5701 X 1
Maurice Kidd	1102 Blue Jay Rd.	224
1102 Blue Jay Rd.		water
Wauchula, FL. 33873		2218 X 1
Melvin Svendsen	1063 Mockingbird Rd	132
1063 Mockingbird Rd.		water
Wauchula, FL 33873		765 X 1
Michael & Linda Arrigo	1361 Morgan Grice	52
P.O.Box 314		water
Wauchula, FL. 33873		3371 X 1
Michelle Peoples	1311 Morgan Grice Rd.	46
1311 Morgan Grice Rd.		water
Wauchula, FL 33873	and the second second	12495 X 1
Mindy & Thomas Weems	1054 Sparrow Rd.	530
1054 Sparrow Rd.	and some provide and the set	water
Wauchula, FL. 33873		3620 X 1
Miquette Jackson	1320 Mockingbird Rd	60
1320 Mockingbird Rd		water
Wachula, FI 33873		4050 X 1
Narzedalia Coronado	1113 Mockingbird Rd.	138
P.O. Box 401		water
Zolfo Springs, FL 33890		4076 X 1
Nathan Gonzales	1345 Blue Jay Rd.	416
1345 Blue Jay Rd.		water
Wauchula, FL. 33873		5925 X 1
	2	

### Monday, August 17, 2015 Page 13 of 18

Customer Name Address	Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mult Act Bal / Dep Bal
Nola Tompkins	1202 Blue Jay Rd.	210
1202 Blue Jay Rd. Wauchula, FL. 33873		water 2210 X 1
Pamela Poucher	1033 Mockingbird Rd	126
1033 Mockingbird Rd		water
Wauchula, FL 33873		4162 X 1
Patricia Silverman	1303 Mockingbird Rd.	166
1303 Mockingbird Rd. Wauchula, FL. 33873		water 2519 X 1
Wauchula, FL. 55675		2519 X 1
Patricia Walker	1024 Sparrow Rd.	536
1024 Sparrow Rd	A CONTRACTOR OF	water
Wauchula, FL. 33873		954 X 1
Paul & Brenda Sutton	1246 Cardinal Rd.	720
P.O.Box 455		water
Wauchula, FL. 33873		6725 X 1
Paul & Patricia Sutton	1276 Cardinal Rd.	714
1276 Cardinal Rd.		water
Wauchula, FL. 33873		11334 X 1
Peter Sanchez	1149 Cardinal Rd.	726
1149 Cardinal Rd.		water
Wauchula, FL. 33873		5873 X 1
Reuben Norfleet	1057 Sparrow Rd.	554
1057 Sparrow Rd. wauchula, FL. 33873		water
wauchula, FL. 33075		9804 X 1
Richard Bryant	1026 Cardinal Rd.	754
1026 Cardinal Rd.		water
Wauchula, FL. 33873		4403 X 1

# **Customer** Listing

Monday, August 17, 2015 Page 14 of 18

Customer Name Address	Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mult Act Bal / Dep Bal
Richard Humes	1105 Blue Jay Rd.	318
1105 Blue Jay Rd.		water
Wauchula, FL 33873		8849 X 1
Robert & Sharon Smith	1061 Morgan Grice	12
1061 Morgan Grice		water
Wauchula, FL. 33873		5951 X 1
Robert & Theresa Morris	1360 Mockingbird Rd.	54
1360 Mockingbird Rd.		water
Wauchula, FL. 33873		3612 X 1
Roger Bass Jr.	1003 Mockingbird Rd.	122
P.O.Box 2122	and the second	water
Wauchula, FL. 33873		4996 X 1
Ronnie Strickland	1265 Blue Jay Rd.	404
1265 Blue Jay Rd.		water
Wauchula, FL. 33873		1797 X 1
Rose Abbott	1135 Blue Jay Rd.	324
1135 Blue Jay Rd.		water
Wauchula, FL. 33873		4704 X 1
Roy & Catherine Exendine	1120 Mockingbird Rd.	100
1120 Mockingbird Rd.		water
Wauchula, FL. 33873		4420 X 1
Russell Green	1115 Blue Jay Rd.	320
1115 Blue Jay Rd.		water
Wauchula, FL. 33873		4128 X 1
Sabrena Van Sickle	1151 Morgan Grice Rd	24
1151 Morgan Grice Rd.		water
Wauchula, FL 33873		16658 X 1

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Customer Name Address	Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mult Act Bal / Dep Bal
Samatha Raymondi	1146 Cardinal Road	734
1146 Cardinal Road		water
Wauchula, FL. 33873	and the second second second	7740 X 1
Sandra Fulton	1253 Mockingbird Rd.	160
1253 Mockingbird Rd.	and the second se	water
Wauchula, FL. 33873		3190 X 1
Severiano Rivera	1344 Sparrow Rd	428
1344 Sparrow Rd	Statement and statements and statements	water
Wauchula, FL 33873		4635 X 1
Shawna Lambert	1014 Sparrow Rd.	538
3045 Oaks Bend	and the second se	water
Bowling Green, FL 33834		946 X 1
Shirley L. Barncord	1242 Blue Jay Rd.	202
1242 Blue Jay Rd.		water
Wauchula, FL 33879	Contraction in sector	937 X 1
Sonia Fritch	1073 Mockingbird Rd.	134
P.O.Box 1968		water
Avion Park, FL 33826-1968		8754 X 1
Staton Inc	1034 Sparrow Rd.	534
P.O. Box 2296		water
Wauchula, FL. 38873-6296		5873 X 1
Sylvia Elbertson	1233 Mockingbird Rd	156
P.O. Box 474		water
Wauchula, FL 33873		2605 X 1
Tarana Coodwin	1040 Mockingbird Rd.	110
Teresa Goodwin 1040 Mockingbird rd.		water
Wauchula, FL. 33873	and the second	1892 X 1
**************************************	and the second second second	

# **Customer** Listing

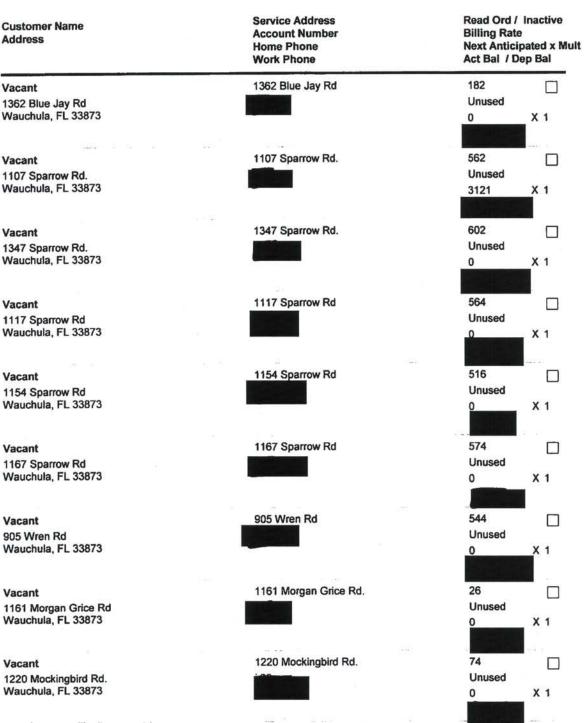
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Customer Name Address	Service Address Account Number Home Phone Work Phone	Read Ord / Inactive Billing Rate Next Anticipated x Mult Act Bal / Dep Bal	
Thomas Stewart	1112 Bule Jay Rd.	222	
1112 Blue Jay Rd. Wauchula, FL. 33873		water 3569 X 1	
Tina Cortez	1262 Blue Jay Rd.	198	
1262 Blue Jay Rd. Wauchula, FL. 33873		water 6389 X 1	
Tomasa Selph	1042 Blue Jay Rd.	232	
1042 Blue Jay Rd. Wauchula, FL. 33873		3500 X 1	
Troy Weiss	901 Quail Rd.	330	
901 Quail Rd. Wauchula, FL. 33873		water 2218 X 1	
Vacant	1137 Sparrow Dr	568	
1137 Sparrow Dr. Wauchula, FL 33873		Unused 0 X 1	
Vacant	1027 Sparrow Rd	552	
1027 Sparrow Rd Wauchula, FL 33873		Unused 0 X.1	
Vacant	1103 Mockingbird Rd	136	
1103 Mockingbird Rd Wauchula, FL 33873		Unused 0 X 1	
Vacant	1101 Morgan Grice Rd.	14	
1101 Morgan Grice Rd. Wauchula, FL 33873		Unused 0 X 1	
Vacant	1140 Mockingbird Rd	96	
1140 Mockingbird Rd Wauchula, FL 33873		0 X 1	

#### Charlie Creek Utilities, LLC

# **Customer** Listing

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## Charlie Creek Utilities, LLC

## Monday, August 17, 2015 Page 18 of 18

Read Ord / Inactive Service Address **Customer Name** Account Number **Billing Rate** Address Next Anticipated x Mult Home Phone Act Bal / Dep Bal Work Phone 1162 Blue Jay Rd 212  $\square$ Vacant Unused 1162 Blue Jay Rd Wauchula, FL 33873 0 X 1 798 1259 Cardinal Rd Vacant Unused 1259 Cardinal Rd Wauchula, FL 33873 X 1 0 1123 Mockingbird Rd 140 Vanderbilt Morgage and Fin., Inc water P. O. Box 4398 Maryville, TN 37802 0 X 1 306 1015 Blue Jay Rd. Vera Tapeley water 1015 Blue Jay Rd. Wauchula, FL. 33873 705 X 1 1104 Sparrow Rd. 526 Willber & Crystal Kirkland 1104 Sparrow Rd. water Wauchula, FL. 33873 7155 X 1 540 904 Wren Rd. William Ronland water 904 Wren Rd. Wauchula, FL. 33873 3973 X 1 1330 Mockingbird Rd. 58 William Terry water 1330 Mockingbird Rd. Wauchula, FL 33873 7619 X 1 Totals **Total Customer Selected** 160

**Customer** Listing

EXHIBIT #3.

Copy of Deed.

## **Corporate Warranty Deed**

 This Indenture, made, November 28, 2014 A.D.

 Between

 Highvest Corp., a Florida corporation whose post office address is: 7406 US 27

 N. Sebring, FL 33870 a corporation existing under the laws of the State of Florida, Grantor and Charlie Creek Utilities, LLC, a Florida limited liability

 corporation whose post office address is: 1902 Barton Park Rd, Auburndale, FL 33823, Grantee.

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Hardee, State of Florida, to wit:

Begin at the NE corner of the SE 1/4 of the NE 1/4 of Section 31, Township 33 South, Range 27 East, Hardee County, Florida; thence run North 00°37'50'' East along the East line of Section 31, a distance of 393.44 feet; thence run South 89°59'25'' West parallel to the North line of the SE 1/4 of the NE 1/4 of said Section 31, a distance of 267.36 feet; thence run South 00°37'50'' West parallel to said East line a distance of 393.44 feet to said North line; thence run North 89°59'25'' East along said North line a distance of 267.36 feet to the P.O.B.

Together with water systems and all improvements located thereon. Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 31-33-27-0000-06230-0000

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

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Highvest Corp/, a Florida corporation Signed and Sealed in Our Presence: R. Anthony Cozier Its: President (Corporate Seal) State of Florida County of Highlands The foregoing instrument was acknowledged before me this 28 day of November, 2014, by R.Anthony Cozierthe President of Highvest Corp., a Plorida corporation A corporation existing under the laws of the State of Florida on behalf of the corporation. as identification. He/She is [ personally known to me or [ ] has produced (Seal) Notary Publi Notary Printed Na

My Commission Expires:

Prepared by: Marcus Concrly, an employee of DeSoto Abstract & Title Co., 11 N. Polk Avenue Arcadia, Florida 34266 File Number: D2014-184



Inst: 201425006808 Date: 12/2/2014 Time: 1:50 PM Doc: Stamp-Deed: 0.70 \_\_\_\_\_\_DC, Victoria L Rogers, Hardee County Page 1 of 1

Florida Corporate Deed/Letter

## EXHIBIT #4.

Charlie Creek Utilities, LLC (CCU) is owned by Florida Utility Services 1, LLC (FUS1) and has obtained a loan on May 15, 2015 in the amount of \$12,000 from Iberia Bank for repairs to the system and payment of back property taxes.

Technical ability is provided by staff of FUS1 in the area of billing and customer service, a field tech and meter reader. CCU employs a contract operator, Consta-flow, a licensed DEP operator company.

FUS1 currently has one pending transfer of East Marion Utilities, LLC Docket # 150091-WS.

FUS1 is owned by Michael Smallridge. Michael Smallridge has been previously approved by the Commission to own Pinecrest Utilities, LLC. Michael Smallridge currently has two pending applications for Transfer. Holiday Gardens Utilities, LLC docket #140176-WU and Crestridge Utilities, LLC Docket# 140174-WU 12:19 PM

07/01/15 Accrual Basis

## Florida Utility Services 1, LLC Balance Sheet As of June 30, 2015

Jun 30, 15 ASSETS **Current Assets** Checking/Savings 13000 · Cash 13200 · Checking - Iberia Bank 880.14 13300 · Iberia Bank - Savings 18,823.61 Total 13000 · Cash 19,703.75 **Total Checking/Savings** 19,703.75 Accounts Receivable 14000 · Accounts Receivable 81,220.49 **Total Accounts Receivable** 81,220.49 **Other Current Assets** 13500 · Due To/ Due From 13501 · Crestridge Due To / Due From -8,604.18 13505 · Pinecrest Due To / Due From -957.77 13506 · Holiday Gardens Due To/Due From 8,350.12 13507 · Lake Forest Due To / Due From -792.50 13508 · WLWW Due To / Due From -3,178.53 13509 · Charlie Creek Due To/ Due From -5,186.8413510 · East Marion Due To / Due Fro 2,550.00 Total 13500 · Due To/ Due From -7,819.70 **Total Other Current Assets** -7.819.70 **Total Current Assets** 93,104.54 **Fixed Assets** 15100 · Equipment 22,911.44 17000 · Accumulated Depreciation -4,233.52 **Total Fixed Assets** 18.677.92 **Other Assets** 18000 · Rent Security Deposit 1,585.00 **Total Other Assets** 1,585.00 TOTAL ASSETS 113,367.46 LIABILITIES & EQUITY Liabilities **Current Liabilities Accounts Payable** 21000 · Accounts Payable 1.844.30 **Total Accounts Payable** 1,844.30 **Other Current Liabilities** 21100 · Michael Smallrige Loan 3,215.14 23000 · Truck Loan - ALLY 10.026.19 24000 · Payroll Liabilities 34.32 **Total Other Current Liabilities** 13,275.65

## Total Current Liabilities Total Liabilities Equity 32000 · Members Equity Net Income Total Equity

TOTAL LIABILITIES & EQUITY

15,119.95

15,119.95

53,803.82

44,443.69

98,247.51

113,367.46

12:19 PM

07/01/15 Accrual Basis •

## Florida Utility Services 1, LLC Profit & Loss January through June 2015

	Jan - Jun 15
Ordinary Income/Expense	
Income	
47000 · Revenue	
47100 · Revenue - Billing Services	32,192.01
47200 · Revenue - Utility Svs - Field	39,194.03
47300 · Revenue - Non-Utility	64,040.70
47500 · Revenue - Accounting Svcs	34,899.47
47000 · Revenue - Other	0.00
Total 47000 · Revenue	170,326.21
49900 · Uncategorized Income	0.00
Total Income	170,326.21
Cost of Goods Sold	
50000 · Cost of Goods Sold	
51000 · C/S Utility Svcs - Field	685.00
51100 · C/S UtilitySvc - Office	747.44
1977 - WARDEN TEL 2013 - WARDEN WARDEN - 1977 - 197	1.432.44
Total 50000 · Cost of Goods Sold	1,432.44
Total COGS	1,432.44
Gross Profit	168,893.77
Expense	. 750.00
Loan from Old Fla Nat.	1,750.08
60100 · Accounting	979.21
60200 · Automobile Expense	8,810.42
60400 · Bank Service Charges	305.68
60501 · Bookkeeping	493.00
61000 · Business Licenses and Permits	318.70
62500 · Dues and Subscriptions	1,348.57
62600 · Equipment Rental	540.61
63400 · Interest Expense	393.12
63600 · - Contractual Labor	1,326.16
64300 · Meals and Entertainment	521.47
64700 · Miscellaneous Expense	500.00
64900 · Office Supplies	4,259.34
66000 · Payroll Expenses	68,731.45
66200 · Employee Benefits	13,663.55
66500 · Postage and Delivery	0.00
66501 · Rent & Utilities	8,785.90
66600 · Printing and Reproduction	37.15
67200 · Repairs and Maintenance	5,980.29
67300 · Supplies	895.02
68100 · Telephone & Internet Expense	3,553.32
68300 · Legal Fees	11.39
68400 · Travel Expense	476.68
68500 · Business Licenses & Fees 68600 · Utilities	0.00 768.97
Total Expense	124,450.08
Net Ordinary Income	44,443,69
et Income	44,443.69

12:20 PM 07/01/15

## Florida Utility Services 1, LLC Statement of Cash Flows January through June 2015

	Jan - Jun 15
OPERATING ACTIVITIES	
Net Income	44,443.69
Adjustments to reconcile Net Income	
to net cash provided by operations:	
14000 · Accounts Receivable	-33,264.24
13500 · Due To/ Due From:13501 · Crestridge Due To / Due From	604.18
13500 · Due To/ Due From: 13505 · Pinecrest Due To / Due From	1,750.08
13500 · Due To/ Due From: 13506 · Holiday Gardens Due To/Due From	-12,850.12
13500 · Due To/ Due From: 13509 · Charlie Creek Due To/ Due From	5,551.69
13500 · Due To/ Due From:13510 · East Marion Due To / Due Fro	-2,550.00
2110 · Employee Receivable	581.32
21000 · Accounts Payable	1,106.20
21100 · Michael Smallrige Loan	139.17
23000 · Truck Loan - ALLY	-1,909.03
24000 · Payroll Liabilities	-2.24
Net cash provided by Operating Activities	3,600.70
Net cash increase for period	3,600.70
Cash at beginning of period	16,103.05
Cash at end of period	19,703.75

## EXHIBIT # 5

Applicant purchased the existing system from Highvest Corporation. A copy of the Contract is attached. Applicant is unaware as to how and why Highvest began providing water service without Commission approval.

## AGREEMENT FOR PURCHASE AND SALE OF UTILITY SYSTEM ASSETS

THIS AGREEMENT ("Agreement") is by and between Florida Utility Services 1, LLC, whose mailing address is 1902 Barton Park Road Suite #201 Auburndale, Florida 33823 (collectively "Buyer") and <u>Highvest Corp.</u>, whose mailing address is <u>7406 U.S. 27, N. Sebring</u>, <u>Florida 33870</u> ("Seller").

For good and valuable consideration, including the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASED ASSETS. Buyer shall buy from Seller, and Seller shall sell to Buyer, the assets of the "Utility System," known as "<u>Village of Charlie Creek Water System</u>" as described in paragraph 4 below.

2. CLOSING DATE. This transaction shall be closed on or before <u>November 28</u>, <u>2014</u>, unless extended by the parties.

3. PURCHASE PRICE. On the Closing Date, Buyer shall pay to Seller, subject to the additions, adjustments and pro-rations referenced in this Agreement as follows: \$100.00 ("Purchase Price"). It is understood and agreed that Seller shall not have to pay any money at the Closing.

THE UTILITY SYSTEM. The "Utility System" means all of Seller's rights, title, 4. and interest in and to: all assets (except inventory of parts and tools), real property, and rights, constituting the Utility System, including, but not limited to: all Customer Accounts and accounts receivables billed after the Closing Date; all Seller's rights, title, and interest in the real property on which any and all wells, pumps and/or tanks are located; all water distribution facilities, water treatment facilities of every kind that constitute any part of the Utility System, including but not limited to generators, pumps, plants, tanks, transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used in connection with the Utility System, wherever they may be stored, together with all additions or replacements thereto; all certificates, permits, license rights, leaseholds, and similar rights relating to the construction, maintenance, and operation of the Utility System; all water rights, flowage rights and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to Seller under any Certificates; all supplier lists, customer records, and, to the extent that they exist, all prints, blueprints, plans, engineering reports, specifications, shop drawings, equipment manuals, maps, and other information in Seller's possession, including any rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form.

5. REAL PROPERTY. At Closing, the following parcels shall be conveyed to Buyer, via warranty deed: <u>31-33-27-0000-06230-000</u>, approx 2.41 acres MOL, ("Real Property") together with any and all other real property, via quit-claim deed, of all easements, licenses, prescriptive rights and rights owned or used by Seller for the operation and maintenance of the Utility System.

Buyer

1 of 3

Seller

6. PERSONAL PROPERTY. At Closing, Seller shall deliver title, via Bill of Sale, to all personal property described herein, free and clear of all debts, liens or pledges whatsoever.

7. CLOSING COSTS. At Closing, Buyer shall pay the recording costs, the documentary tax, title insurance costs, if any. Each of the parties shall pay the fees of his or her own attorneys, accountants, and other consultants incurred in connection with this Agreement.

8. TAXES. Seller shall be responsible for paying any and all federal and state taxes and other such obligations, to the extent that they are due from the operation of the Utility System prior to the Closing Date. <u>EXCEPTION: Buyer shall assume the responsibility of paying for the property taxes due for 2013 and 2014 on the Real Property.</u>

9. ENTITY NAME. Buyer shall utilize, and may acquire title in the name of "<u>Charlie</u> <u>Creek Utilities, LLC</u>," and no trademark infringement shall be claimed by Seller.

10. POST-CLOSING RESPONSIBILITIES. Buyer shall assume all obligations and liabilities arising from the operation of the Utility System, from and after the Closing Date. Seller acknowledges that there are no known contracts to be assumed by Buyer.

11. LIABILITIES NOT ASSUMED. Buyer shall not be liable for any expense or liability to the extent that it arises prior to the Closing Date, or arises out of any act or violation of law, breach of permit obligation, breach of contract, tort, contract, or other act or omission of Seller occurring prior to the Closing Date. Seller shall be remain responsible for all costs for services, materials and supplies incurred in connection with the operation of the Utility System prior to and including the day of Closing, including, but not limited to, electricity or telephone service. Buyer shall be responsible for all such costs and expenses incurred after Closing. However, notwithstanding the above, Buyer shall reimburse, indemnify and hold Seller and its officers and employees harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of the failure of Seller to obtain a Certificate from the Florida Public Service Commission for the Utility System (if such Certificate was required).

12. REPRESENTATIONS OF SELLER. As a material inducement to Buyer to execute this Agreement and perform its obligations hereunder, Seller represents and warrants to Buyer as follows:

- a. The Seller is a valid and existing Florida corporation, with the proper authority to enter into this Agreement, and all Shareholders of Seller have approved Seller entering into this Agreement.
- b. Seller is not in bankruptcy.
- c. Seller has not pledged the assets of the Utility System as collateral for any loan, and the Purchased Assets are not subject to any mortgage, pledge, lien or security interest.
- d. Seller has exclusive possession, control and ownership, and good and marketable title, to all Real Property and Purchased Assets.
- e. Seller shall not enter into any new contracts or obligations prior to Closing.

2 of 3 Seller

Public Service Commission. As provided in Section 367.071, Florida Statutes, the parties desire to close the transaction in advance of the Florida Public Service Commission's approval.

Mucha / Amere - Monoring Member Florida Utility Services 1, LEC Mucha

By: Michael Smallridge, Managing Member

<u> //- 7 - / 4.</u> Date

By Anthony R. Cozier, President

11-10-14

Highvest Corp.

Date

4 of 3

Buyer

Seller

## EXHIBIT # 6.

I do not know on what date and under what authority the current rates and charges were established. Charlie Creek Utilities began billing the customers on January 1, 2015 at the same rate as the previous owner.

## EXHIBIT # 7.

## SEE ENCLOSED TARIFF SHEET.

# IBERIABANK 1777 West Main Street Inverness, FL 34450

www.iberiabank.com

Michael A Smallridge, Managing Member Charlie Creek Utilities, LLC 3336 Grand Boulevard, Suite 102 Holiday, FL 34690

Dear Mr. Smallridge,

This letter is to inform you that loan# in the amount of \$12,000 was for equipment renovations at Charlie Creek Utilities, LLC.

If you should have any further questions, please contact me at 352-344-8513.

Sincerely,

Red 1 1.

Michael P Reed Business Banking Relationship Mgr IBERIABANK 352-344-8513

charlie creek

#### PROMISSORY NOTE

Principa \$12.000.		Maturity 05-14-2017	Loan No	Cali /	1 (T. 17)	Account	Officer	In tipls
Raferanci	es in the boxes above are Any iter	for Lender's use on n above containing	iy and do not limit th has been om	e spolicabi ited due to	illy of this doo text length li	cument to any pa mitations.	articular loan o	r ilem.
Borrower:	FLORIDA UTILITY SERV 3335 GRAND BLVD, SI HOLIDAY, FL 34690		Le	nder:	IBERIABANI INVERNESS 1777 W. M.	BRANCH		

Principal Amount: \$12,000.00

Date of Note: May 14, 2015

PROMISE TO PAY. FLORIDA UTILITY SERVICES 1, LLC ("Borrower") premises to pay to IBERIABANK ("Lender"), or order, in lawful money of the United Stotes of America, the principal amount of Twelvo Thousand & 50/100 Dollars (\$13,000.00), together with Interest on the Lapeld principal balance from May 14, 2015, colculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.500% per annum based on a year of 350 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Berrowar will pay this loan in 24 payments of \$535,19 each payment. Borrower's first payment is due June 14, 2015, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on May 14, 2017, and will be for all principal and all accrued interest not yot paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may coelignate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 355/350 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid linence charges are earned fully as of the date of the loan and will not be subject to refund upon asry payment (whother voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without panalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender's northing, relieve Borrower of Borrower's obligation to continue to make payments under the payment subtact. Rother, early payments will reduce the principal balance due and may result in Borrower's making fever payments. Borrower agrees not to send Lender payments marked "paid in fuil", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept to without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed ameunts, including any check or other payment. Instrument that indicates that the payment constitutes "payment in fuil" of the amount owed or that is tandered with other conditions or limitations or us hull satisfaction of a disputed amount must be mailed or delivered to: IERNABANK, INVERNESS BRANCH, 1777 W. MAIN STREET, INVERNESS, FL 34450.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum based on a year of 350 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT, Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fells to make any payment when due under Inis Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Granter defaults under any losn, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in tavor of any other oraditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or ot the time made or lumished or becomes false or misleading at any time thereafter.

Desth or Insolvency. The dissolution of Borrower's (regardless of whether elaction to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Perfeiture Proceedings. Commencement of foraciosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency ageinst any collateral accuring the loar. This includes a gamishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender whiten notice of the creditor or indexident modes of othe creditor or forfeiture proceeding and disposit with Lender monies or forfeiture proceeding and if Borrower gives Lender withen notice of the creditor or indexident moceeding and deposits with Lender monies or a surely bond for the creditor or forfeiture proceeding. In an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guaranter. Any of the preceding events occurs with respect to any Guaranter of any of the indebtedness or any Guaranter dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change cozurs in Borrower's financial condition, or Lender balleves the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Londer may declare the entire unpeld principal balance under this Note and all accrued unpeld interest immediately due, and then Borrower will pay that amount

ATTORNEYS' FEES; EXFENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the amount of these costs and expanses, which includes, subject to any limits under applicable law, Lender's responsible attorneys' fees and Lender's legal expanses whether or not there is a fawsuit, including reasonable attorneys' fees and legal expanses for bankruptoy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any solion, proceeding, or counterclaim brought by either Lender or Borrower assingt the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Florida.

DISKONORED ITEM FEE. Borrower will pay a fee to Lander of \$15.00 if Borrower makes a payment on Borrower's loan and the check or presultorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lander reserved a right of satoff in as Borrower's accounts with Lander (whether obecking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which astoff would be prohibiled by law. Borrower subterizes Lender, to the extent permitted by applicable law, to charge or satoff all sums owing on the indebtedness against any and all accounts.

COLLATERAL. Borrower acknowledges this Note is secured by UCC Collateral.

ARBITRATION. Borrowar and Lender agree that all disputes, claims and controversias between tham whather individual, joint, or class in nature, atiaing from this Note or otherwise, including without limitation contract and teri disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effoct at the time its claim is filed, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a walver of this strikted agreement or be prohibited by this arbitration agreement. This includes.

## DISBURSEMENT REQUEST AND AUTHORIZATION

Principa \$12,000		Meturity 05-14-2017	Loan No	44	and the second se	Account	Officer 444	Initiais
Reference	et in the oppet above in Any	e for lighdon's lise on em pouve contraining	y une du not intra the has been pin i	100 040 00 048 0	NEW ROAD	is of united to any ba	independent inder be	0075
Borrower'	FLORIDA UTILITY SEI 3536 GRAND BLVD. HOUDAY, FLI 34690	SUITE 102	Len	der:	1777 W	ANK ESS BRANCH 1. Main Street ESS, FL 34450		

LOAN THTE, THE & R THES TON & STORE TO STORE AND A SERVICE AND A CONTRACT OF STORE AND A SERVICE AND A

PRIMARY SURPOSE OF LOAN. The primary burbles of the loan a lot.

🗍 Personal, Partily, or Household Purposes or Personal (reastmen)

Z Business (including Res Estate investment)

SPECIFIC PURPOSE. The specific surgest of this dama. PURCHASE EQUIPMENT:

DISBURSEMENT INSTRUCTIONS. Borrower unconstance that no loss proceeds will be descursed until at of Lender's conductes for making the can track been potential. Maged disputes that the can proceeds of \$12,000,000 to follows:

Amount sais to Borrower directly: \$11,020.00 Deposited to Checking Account # 50265	411,000,00 43703
Tetal Financed Presaid Finance Chargest 5102-00 UDAN HE	8100.00
Note Principa	312.000.00

CHARGES PAID IN CASH. Borrower ros polo or will pay in cash as agreed interfollowing charges.

Prepale Finance Charpes Pale In Coant	50-00
Other Charges Pald in Cashi	842.00
S42 CC PL Documentary Stamp Tax	

Total Charges Pala in Cash

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED MAY 14, 2016.

BORROWER

FLORIDA UTILITY SERVICES 1. LLO BY: Multi Manager & PLORDA

## FL AGREEMENT TO WAIVE GARNISHMENT PROTECTION

Principa \$12,000.		05-14-2017	Loan No	Cali 4A	401	Account	Officer *****	Initials
Reference	s in the boxes above are Any tie	for Lender's Use on milebove containing	ly and do not limit th """" has been omi	e apolicab Nec que c	ity of this lead lengt	idocument to any pe In limbations	rticular loan o	- 116 m
Guarantor:	MICHAEL A. SMALLRI 3336 GRAND BLVD, S HOLIDAY, FL 34690		Le	nder:	1777 W	ANK ESS BRANCH , Main Street ESS FL 34450		

IF YOU PROVIDE MORE THAN ONE-HALF OF THE SUPPORT FOR A CHILD OR OTHER DEPENDENT, ALL OR PART OF YOUR INCOME IS EXEMPT FROM GARNISHMENT UNDER FLORIDA LAW. YOU CAN WAIVE THIS PROTECTION ONLY BY SIGNING THIS DOCUMENT. BY SIGNING BELOW, YOU AGREE TO WAIVE THE PROTECTION FROM GARNISHMENT.

GUARANTOR: MICHAEL A. SMALLRIDGI

I have fully explained this document to the consumer.

LENDER:

IBERIABANK

By: Authorized Signer

Dete

## ERRORS AND OMISSIONS AGREEMENT

Principa \$12,000.		Loan Date 5-14-2015	Maturity 05-14-2017	Loan No	2.50	( Coll ( 401	Account	Officer	Nitials
Referance	es in the bo	xes above sre Any iter	for Lender's use on n above containing	y and do not limit the	appilosb ed que to	Kiy of this rext lengt	sacument to any de n imitations	riquiet loan or	1.815
Borrower:	3336 GF	AND BLVD. SU		Len	der:	1777 W	ANK ESS BRANCH . MAIN STREET ESS FL 34450		

#### LOAN NO.: 5305433020

The undersigned Borrower for and in consideration of the above-referenced Lender funding the closing of this loan agrees. If reduested by Lender or Closing Agent for Lender, to fully dooderate and adjust for dierical errors, any or ell loan plosing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market salo loan to any entity, including but not limited to an investor. Federal National Mongage Association, Federal Home Loan Mongage Corporation, Government National Mongage Association, Federal Housing Authority or the Department of Veterans Affeirs.

The undersigned Borrower does hereby so agree and povenant in order to assure that this loan documentation executed this date will conform and be appetiable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan optimentation.

DATED effective this May 14, 2015

#### BORROWER:

FLORIDA UTILITY SERVICES 1, LLC By: MICHAEL A. SMALLRIDGE. Manager of FLORIDA UTILITY SERVICES 1, LLC	
Sworn to and subscribed before me this $\qquad \qquad $	_ day of 20
LILLIAN E ALLING MY COMMISSION # FF 118379 EXPIRES: June 5, 2015 Bended Thru Notary Public Undermitan	X(Notary Public) My Commission Expires: 6 5 1 8

# EXHIBIT # 8

See enclosed legal from Pigeon-Roberts & Associates, LLC.

MAY 7, 2015

## CHARLIE CREEK UTILITIES, LLC PROPOSED UTILITY SERVICE TERRITORY

#### DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 33 SOUTH, RANGE 27 EAST, HARDEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

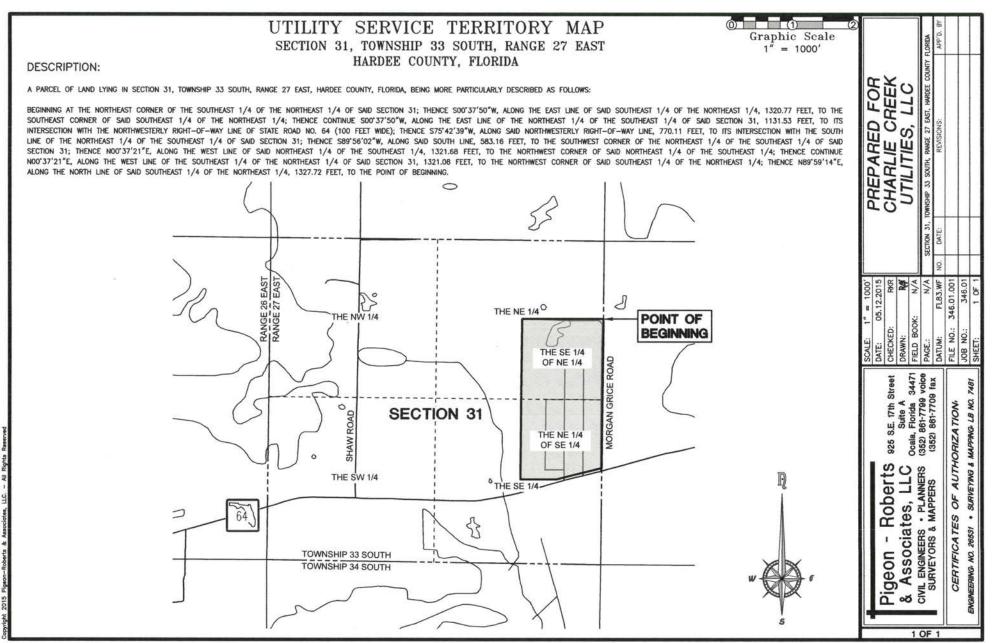
BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE S00°37'50"W, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 1320.77 FEET, TO THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE CONTINUE S00°37'50"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, 1131.53 FEET, TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 64 (100 FEET WIDE); THENCE S75°42'39"W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 770.11 FEET, TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE S89°56'02"W, ALONG SAID SOUTH LINE, 583.16 FEET, TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE N00°37'21"E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4, 1321.68 FEET, TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE CONTINUE N00°37'21"E, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 1321.08 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE N89°59'14"E, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 1327.72 FEET, TO THE POINT OF BEGINNING.

C:\Users\Wike\AppData\LocaMic

emporary Internet Files/Content.IE5WGK7LAPG/Description Charlie Creek Mobile Estates Utility Service Territory.doc

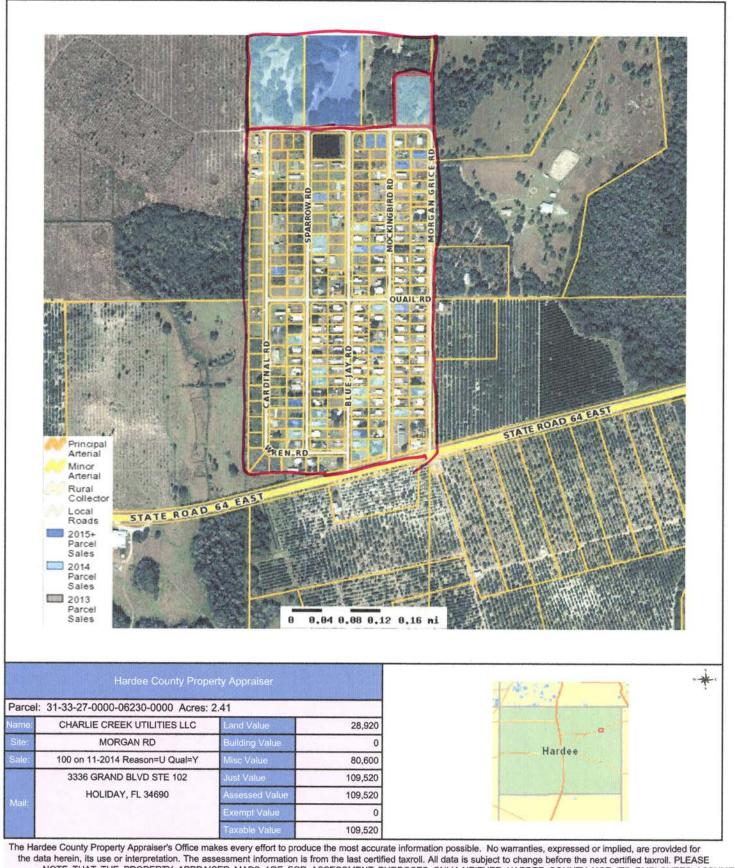
## EXHIBIT # 9

See map from Pigeon-Roberts & Associates, LLC. And county map.



Territorial Mobile Estate USA\\_dwg\\_PSM\Territory Map.dwg : Creek Charlie : Kelly Utilities\01 0 11:51:31 AM 1:\346

Map



NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER HARDEE COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---Date printed: 08/17/15 : 18:57:20

## WATER TARIFF

## CHARLIE CREEK UTILITIES, LLC NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

## WATER TARIFF

## CHARLIE CREEK UTILITIES, LLC. NAME OF COMPANY

## 3336 GRAND BLVD. SUITE 102

#### HOLIDAY, FL. 34690 (ADDRESS OF COMPANY)

863-904-5574 (Business & Emergency Telephone Number)

#### FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

MICHAEL SMALLRIDGE ISSUING OFFICER

SOLE MANAGING MEMBER TITLE

## WATER TARIFF

## TABLE OF CONTENTS

## Sheet Number

Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy and Charges	17.0
Standard Forms	20.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

CHARLIE CREEK UTILITIES, LLC. WATER TARIFF

ORIGINAL SHEET NO. 3.0

## TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - HARDEE COUNTY

## COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number Date Issued Docket Number Filing Type

MICHAEL SMALLRIDGE ISSUING OFFICER

SOLE MANAGING MEMBER TITLE

## DESCRIPTION OF TERRITORY SERVED

#### DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 33 SOUTH, RANGE 27 EAST, HARDEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE S00°37'50"W, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 1320.77 FEET, TO THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE CONTINUE S00°37'50"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, 1131.53 FEET, TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 64 (100 FEET WIDE); THENCE \$75°42'39"W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE. 770.11 FEET, TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE S89°56'02"W, ALONG SAID SOUTH LINE, 583.16 FEET, TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE N00°37'21"E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4, 1321.68 FEET, TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE CONTINUE N00°37'21"E, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 1321.08 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE N89°59'14"E. ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 1327.72 FEET, TO THE POINT OF BEGINNING.

CHARLIE CREEK UTILITIES, LLC WATER TARIFF

**ORIGINAL SHEET NO. 3.2** 

CHARLIE CREEK UTILITIES, LLC WATER TARIFF

21

**ORIGINAL SHEET NO. 4.0** 

## COMMUNITIES SERVED LISTING

County	Development	Rate Schedule(s)	Sheets No.
<u>Name</u>	<u>Name</u>	Available	
HARDEE	VILLAGE OF CHARLIE CREEK	GS, RS	12.0, 13.0

MICHAEL SMALLRIDGE ISSUING OFFICER

SOLE MANAGING MEMBER TITLE

## TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 <u>"BFC"</u> The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 <u>"CERTIFICATE"</u> A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" The shortened name for the Florida Public Service Commission.
- 4.0 <u>"COMMUNITIES SERVED"</u> The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 <u>"COMPANY"</u> The shortened name for the full name of the utility which is <u>CYPRESS LAKES UTILITIES</u>. INC.
- 6.0 <u>"CUSTOMER"</u> Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 <u>"CUSTOMER'S INSTALLATION"</u> All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 <u>"MAIN"</u> A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 <u>"RATE"</u> Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 <u>"RATE SCHEDULE"</u> The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 <u>"SERVICE"</u> As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 <u>"SERVICE CONNECTION"</u> The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 <u>"SERVICE LINES"</u> The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 <u>"TERRITORY"</u> The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

MICHAEL SMALLRIDGE ISSUING OFFICER

# CHARLIE CREEK UTILITIES, LLC. WATER TARIFF

## INDEX OF RULES AND REGULATIONS

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Protection of Company's Property8.012.0Refusal or Discontinuance of Service7.05.0Right-of-way or Easements9.015.0Tariff Dispute7.02.0Termination of Service9.017.0Type and Maintenance7.07.0	Meters	10.0	20.0
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MICHAEL SMALLRIDGE ISSUING OFFICER

SOLE MANAGING MEMBER TITLE

#### RULES AND REGULATIONS

1.0 <u>GENERAL INFORMATION</u> - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 <u>TARIFF DISPUTE</u> Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 <u>APPLICATION</u> In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 <u>APPLICATIONS BY AGENTS</u> Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>TYPE AND MAINTENANCE</u> In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 <u>DELINQUENT BILLS</u> When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

MICHAEL SMALLRIDGE ISSUING OFFICER CHARLIE CREEK UTILITIES, LLC. WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 <u>CONTINUITY OF SERVICE</u> - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

10.0 <u>LIMITATION OF USE</u> - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 11.0 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.
- 12.0 <u>PROTECTION OF COMPANY'S PROPERTY</u> The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

MICHAEL SMALLRIDGE ISSUING OFFICER

SOLE MANAGING MEMBER TITLE

## CHARLIE CREEK UTILITIES, LLC WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 <u>ACCESS TO PREMISES</u> In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 15.0 <u>RIGHT-OF-WAY OR EASEMENTS</u> The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 16.0 <u>CUSTOMER BILLING</u> Bills for water service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

17.0 <u>TERMINATION OF SERVICE</u> - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

MICHAEL SMALLRIDGE ISSUING OFFICER

SOLE MANAGING MEMBER TITLE CHARLIE CREEK UTILITIES,LLC. WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 <u>PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY</u> In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 <u>UNAUTHORIZED CONNECTIONS WATER</u> Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 <u>METERS</u> All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 <u>ALL WATER THROUGH METER</u> That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 <u>ADJUSTMENT OF BILLS</u> When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 <u>ADJUSTMENT OF BILLS FOR METER ERROR</u> When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 <u>METER ACCURACY REQUIREMENTS</u> All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 <u>FILING OF CONTRACTS</u> Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

MICHAEL SMALLRIDGE ISSUING OFFICER

# CHARLIE CREEK UTILITIES, LLC. WATER TARIFF

#### INDEX OF RATES AND CHARGES SCHEDULES

# Sheet Number Customer Deposits 14.0 General Service, GS 12.0 Meter Test Deposit 15.0

Miscellaneous Service Charges	16.0
Residential Service, RS	13.0

MICHAEL SMALLRIDGE ISSUING OFFICER

#### **GENERAL SERVICE**

#### RATE SCHEDULE (GS)

- AVAILABILITY Available throughout the area served by the Company.
- APPLICABILITY For water service to all Customers for which no other schedule applies.
- <u>LIMITATIONS</u> Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD Monthly

RATE -

Meter Sizes	Base	Facility Charge
5/8" x 3/4"	\$	15.00
3/4"	\$	0
1"	\$	0
1 1/2"	\$	0
2" 3"	\$	0
	\$	0
<b>4</b> "	\$	0
6"	\$	0
Charge per 1,000 Gallons	\$	3.50
0-3,000 gallons 3,001 and up	\$	4.50

MINIMUM CHARGE – Base Facility Charge

<u>TERMS OF PAYMENT</u> – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - January 1, 2015

TYPE OF FILING -

MICHAEL SMALLRIDGE ISSUING OFFICER

#### RESIDENTIAL SERVICE

#### RATE SCHEDULE (RS)

- AVAILABILITY Available throughout the area served by the Company.
- <u>APPLICABILITY</u> For water service for all purposes in private residences and individually metered apartment units.
- <u>LIMITATIONS</u> Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

#### BILLING PERIOD - Monthly

RATE -

Meter Sizes Base Facility Cha		acility Charge
5/8" x 3/4"	\$	15.00
3/4"	\$	0
1"	\$	0
1 1/2"	\$	0
2"	\$	0
3"	\$	0
4"	\$	0
6"	\$	0
Charge per 1,000 gallons		
0 – 3,000 gallons	\$	3.50
3,001 and up	\$	4.50

MINIMUM CHARGE - Base Facility Charge

<u>TERMS OF PAYMENT</u> – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE – January 1, 2015

TYPE OF FILING -

MICHAEL SMALLRIDGE ISSUING OFFICER

#### CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<b>Residential Service</b>	General Service
5/8" x 3/4"	\$65.00	2x Average Estimated Bill
All over 5/8" x 3/4"	2x Average Estimated Bill	2x Average Estimated Bill

<u>ADDITIONAL DEPOSIT</u> - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

<u>REFUND OF DEPOSIT</u> - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE – JANUARY 1, 2015

TYPE OF FILING -

MICHAEL SMALLRIDGE ISSUING OFFICER

#### METER TEST DEPOSIT

<u>METER BENCH TEST REQUEST</u> - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

METER SIZE	FEE
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

<u>REFUND OF METER BENCH TEST DEPOSIT</u> - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

<u>METER FIELD TEST REQUEST</u> - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

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#### MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

<u>INITIAL CONNECTION</u> - This charge may be levied for service initiation at a location where service did not exist previously.

<u>NORMAL RECONNECTION</u> - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

<u>VIOLATION RECONNECTION</u> - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

<u>PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION)</u> - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

<u>NSF CHARGE</u> - This charge may be levied pursuant to Chapter 832, Florida Statutes, when a customer pays by check and that check is dishonored by the customers banking institution.

<u>LATE PAYMENT CHARGE</u> – This charge may be levied when a customer is delinquent in paying a bill for service, pursuant to subsection 25-30.335(4), F.A.C.

#### Schedule of Miscellaneous Service Charges

	Normal Hours	After Hours
Initial Connection Charge	\$20.00	\$40.00
Normal Reconnection Charge	\$10.00	\$20.00
Violation Reconnection Charge	\$20.00	\$20.00
Premises Visit Charge (in lieu of disconnection)	\$10.00	\$20.00
Late Payment Charge	\$ 5.	00
NSF Check Charge	Pursuant to Statute	e 832.08(5)
Credit Card Convenience Fee	\$ 3.00	

#### EFFECTIVE DATE – January 1, 2015

TYPE OF FILING -

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## INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

Description	Sheet Number
Schedule of Charges	19.0
Service Availability Policy	18.0

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#### SERVICE AVAILABILITY POLICY

The Utility's approved service availability charges for new connections are shown on Sheet No. 19.0.

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# CHARLIE CREEK UTILITIES, LLC. WATER TARIFF

#### SERVICE AVAILABILITY CHARGES

Description	Amount
Meter Installation Charge	
5/8" x 3/4"	\$125.00
1"	\$150.00
1 1/2"	\$300.00
2"	\$350.00
Over 2"	Actual Cost

\*Applicable for all classes of service and also irrigation service.

Plant (	Capacity	y Charge	ł
	1		۰.

per ERC	\$750.00
per LICO	\$750.00

EFFECTIVE DATE - January 1, 2015

TYPE OF FILING -

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### INDEX OF STANDARD FORMS

Description	Sheet No.
APPLICATION FOR WATER SERVICE	21.0
COPY OF CUSTOMER'S BILL.	22.0

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#### CHARLIE CREEK UTILITIES, LLC. WATER TARIFF

#### APPLICATION FOR WATER SERVICE

NAME OF COMPANY	Charlie Creek Utiliti	es, LLC			
WATER TARIFF	APPLICATION FOR SERVICE.				
Name	Telephone Number				
Billing Address					
City		State	Zip		
Service Address					
City		State	Zip		
Date service should be	egin//	Email addre	ess		-
Service requested:	_X Water. Wou	ld you like to have	your bill e-mailed?	YesN	0.

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.

3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Forida Public Service Commission.

4. Bills for water service will be rendered Monthly - as stated in the rate schedule.

Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.

5. When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company WILL require (oral, written) notice within 5 days prior to the date the Customer desires to terminate service.

Signature\_\_\_\_\_

Date

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#### COPY OF CUSTOMER'S BILL

# Charlie Creek Utilities, LLC 3336 Grand Blvd

## Utility Bill Duplicate

Suite 102 Holiday, FL 34690 863-904-5574

Original Billing Date 8/1/2015 Today's Date 8/18/2015 Amount Paid

	(The second s	i in des dir a si		sufficiency i				
		8/21/2015				independent.		
	HER SHE CAREARS	Detad	ch Top and Ret	urn With Payment			- de la de la de	
Service		Meter Readings						
From	То	Previous	Current	Consumption		Mtr Mult		Estimated
7/1/2015	8/1/2015	723378	731040	7662	Х	1		No
							water	\$46.48

Total	\$46.48
Previous Balance	\$0.00
Late Fee	\$0.00
Total Amount Owed	\$46.48
If Payment is made after due date amount due	\$51.48

If you would like your invoices e-mailed to you please call the utility office at 863-904-5574 or email us at utilitymesseage@yahoo.com.

"WE DO ACCEPT CREDIT CARD PAYMENT FOR A SMALL FEE OF \$3.00"

Please Keep Your Meter Clear of Brush And Debris



MICHAEL SMALLRIDGE ISSUING OFFICER