

FLORIDA UTILITY SERVICES 1, LLC
5911 TROUBLE CREEK RD.
NEW PORT RICHEY, FL. 34652
863-904-5574

February 16, 2021

Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL. 32399

RE: Application for Transfer of Certificates or Facilities from a
Regulated Utility to Another Regulated Utility.

Dear Commission Clerk:

Enclosed Please find the Application for transfer for Leighton
Estates Utilities in Marion County. In this docket, the utility
is asking for the addition of a late fee and a returned check
fee charge.

Also find enclosed copy of the legal notice for staff approval.

On behalf of the company,


Mike Smallridge.

COMMISSION
CLERK

2021 FEB 22 PM 12:40

RECEIVED-FPSC

APPLICATION FOR TRANSFER OF CERTIFICATE
(Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on xx/xx/2021, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate No.652-W held by Arma Water Services from Arma Water Services to Leighton Estates Utilities, LLC and providing service to the following described territory in Marion County, Florida.

DESCRIPTION OF TERRITORY SERVED

APPLICANT SERVES CUSTOMERS LOCATED IN A PORTION OF MARION COUNTY, FLORIDA, Section 23, Township 16 South, Range 21 East

A portion of Section 23, Township 16 South, Range 21 East, more particularly described as follow:

The SW quarter of the NE quarter;

The NW quarter of the SE quarter;

The North 600 feet of the SW quarter of the SE quarter

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, 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. In this filing the utility is asking for the addition of a late fee and a check return charge.

Leighton Estates Utilities, LLC
5911 Trouble Creek Rd.
New Port Richey, FL. 34652
863-904-5574

**APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES
FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY**

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(2), Florida Administrative Code)**

Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

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

The undersigned hereby makes application for the transfer of facilities and transfer or cancellation of Water Certificate No. 652 and/or Wastewater Certificate No. na and amendment of Water Certificate No. 652 and/or Wastewater Certificate No. na in MARION County, Florida, and submits the following information:

PART I

APPLICANT INFORMATION

A) Contact Information for Utility/Seller. The utility/seller's certificated name, address, telephone number, and if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

ARMA WATER SERVICES,LLC

Utility Name

900 WASHINGTON STREET

Office Street Address

HOLLYWOOD

City

FL

State

33019

Zip Code

Mailing Address (if different from Street Address)

City

State

Zip Code

(646) 765-9054 () -
Phone Number Fax Number

Federal Employer Identification Number

ATOZ62W47@AOL.COM
E-Mail Address

Website Address

652 NA
Water Certificate No. Wastewater Certificate No.

B) The contact information of the seller's authorized representative to contact concerning this application:

Jennifer Barros
Name

900 Washington St
Mailing Address

Hollywood fl 33019
City State Zip Code

(646) 761-1036 () -
Phone Number Fax Number

E-Mail Address

C) Contact Information for Buyer: The buyer's name, address, telephone number, Federal Employer Identification Number, and, if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer's business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations.

MICHAEL SMALLRIDGE
Buyer's Name

5911 TROUBLE CREEK RD.

Office Street Address

NEW PORT RICHEY

FL

34652

City

State

Zip Code

Mailing Address (if different from Street Address)

City

State

Zip Code

(352) 302-7406

() -

Phone Number

Fax Number

85-4206355

Federal Employer Identification Number

MIKE@FUS1LLC.COM

E-Mail Address

LEIGHTON ESTATES UTILITIES

New Utility Name

D) The contact information of the buyer's authorized representative to contact concerning this application:

MICHAEL SMALLRIDGE

Name

5911 TROUBLE CREEK RD

Mailing Address

NEW PORT RICHEY

FL

34652

City

State

Zip Code

(352) 302-7406

() -

Phone Number

Fax Number

MIKE@FUS1LLC.COM

E-Mail Address

E) The name, address, telephone number, and if available, e-mail address and fax number of the person in possession of the books and records when the application is filed.

MICHAEL SMALLRIDGE

Name

5911 TROUBLE CREEK RD

Mailing Address

NEW PORT RICHEY

FL

34652

City

State

Zip Code

(352) 302-7406

() -

Phone Number

Fax Number

MIKE@FUS1LLC.COM

E-Mail Address

F) Indicate the nature of the utility's/buyer's business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations, showing the utility's/buyer's business name and registration/document number for the business, unless operating as a sole proprietor.

Corporation

Number

Limited Liability Company

L20000393414

Number

Partnership

Number

Limited Partnership

Number

Limited Liability Partnership

Number

Sole Proprietorship

Association

Other (Specify)

If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility's fictitious name and registration number for the fictitious name.

Fictitious Name (d/b/a) _____
Registration Number _____

G) The name(s), address(es), and percentage of ownership of each entity or person which owns or will own more than 5 percent interest in the utility (Use additional sheet if necessary).

MICHAEL SMALLRIDGE 100%

H) Provide the date and state of incorporation or organization of the buyer.
12.16.20 STATE OF FLORIDA

PART II

TRANSFER OF CERTIFICATE

A) DESCRIPTION OF SALE AGREEMENT

1) Exhibit 1 - Provide a copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval.

2) Exhibit _____ - Provide the following documentation of the terms of the transfer:
a) The date the closing occurred or will occur.

THE CLOSING OCCURRED ON JANUARY 1, 2021

b) The purchase price and terms of payment.

\$172,000. CASH TO SELLER, BANK FINANCING TO BUYER

c) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

THERE ARE NO ASSUMMED LIABILITIES AND THERE ARE NO NON
REGULATED OPERATIONS OR ENTITIES.

- d) A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations.

BESIDES THE SELLING PRICE THERE ARE NO OTHER
CONSIDERATIONS.

- e) Provisions regarding the disposition, where applicable, of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases.

CUSTOMER DEPOSITS WHERE FOWARDED TO THE NEW UTILITY
AND POSTED TO CUSTOMERS ACCOUNTS.

- f) A statement that the buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

THE BUYER WILL FULFILL THE COMMITMENTS, OBLIGATIONS
AND REPRESENTATIONS OF THE SELLER WITH REGARD TO
UTILITY MATTERS.

- g) A provision that the buyer has or will obtain the books and records of the seller, including all supporting documentation for rate base additions since the last time rate base was established for the utility.

THE UTILITY IS IN THE PROCESS OF OBTAINING THE REMAINING
BOOKS AND RECORDS OF THE UTILITY.

- h) A statement that the utility's books and records will be maintained using the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA).

We will maintain the books according to naruc standards

- i) A statement that the utility's books and records will be maintained at the utility's office(s) within Florida, or that the utility will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location or out-of-state. If the records will not be maintained at the utility's office(s), the statement should include the location where the utility intends to maintain the books and records.

Books and records are maintained at the utility office located 5911 Trouble Creek Rd. New Port Richey, FL. 34652

B) FINANCIAL ABILITY

- 1) Exhibit 2 - Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.
- 2) Exhibit _____ - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

none

C) TECHNICAL ABILITY

- 1) Exhibit 3 - Provide the buyer's experience in the water or wastewater industry.
- 2) Exhibit 4 - Provide the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

D) TERRITORY DESCRIPTION, PUBLIC INTEREST, AND FACILITIES

- 1) Exhibit 5 - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.
- 2) Exhibit 6 - Provide a statement explaining why the transfer is in the public interest.

- 3) Exhibit 7 - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

- 4) Exhibit 8 - Provide documentation of the utility's right to continued long-term use of the land upon which the utility treatment facilities are located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded long-term lease, such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the transfer.
- 5) Exhibit 9 - Provide a copy of all of the utility's current permits from the Department of Environmental Protection (DEP) and the water management district.
- 6) Exhibit 10 - Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.

- 7) Exhibit 11 - Provide a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.
- 8) Exhibit 12 - Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

E) PROPOSED TARIFF

Exhibit 13 - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.037, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

F) ACCOUNTING INFORMATION

- 1) Exhibit 14 - Provide the proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.

- 2) Exhibit 15 - Provide a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.

- 3) Exhibit _____ - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

Arma Water Services will be responsible for 2020. Leighton Estates Utilities will start on January 1, 2021

- 4) Exhibit 16 - If the buyer currently owns other water or wastewater utilities that are regulated by this Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer's other utilities.

G) NOTICING REQUIREMENTS

Exhibit - 17 - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

PART III

SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:



Applicant's Signature

MICHAEL SMALLRIDGE

Applicant's Name (Printed)

SOLE MANAGING MEMBER

Applicant's Title

2-26-21

Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
LEIGHTON ESTATES UTILITIES, LLC

Filing Information

Document Number L20000393414
FEI/EIN Number 85-4206355
Date Filed 12/16/2020
Effective Date 12/10/2020
State FL
Status ACTIVE

Principal Address

5911 TROUBLE CREEK RD
NEW PORT RICHEY, FL 34652

Mailing Address

5911 TROUBLE CREEK RD NEW PORT RICHEY
NEW PORT RICHEY, FL 34652

Registered Agent Name & Address

SMALLRIDGE, MICHAEL
5911 TROUBLE CREEK RD
NEW PORT RICHEY, FL 34652

Authorized Person(s) Detail

Name & Address

Title MGR

SMALLRIDGE, MICHAEL
5911 TROUBLE CREEK RD
NEW PORT RICHEY, FL 34652

Annual Reports

No Annual Reports Filed

Document Images

[12/16/2020 -- Florida Limited Liability](#) [View image in PDF format](#)

EXHIBIT # 1

Copy of Agreement for Purchase and Sale.

**AGREEMENT FOR PURCHASE AND SALE OF
WATER ASSETS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS ("Agreement") is entered into by and between Florida Utility Services 1, LLC, whose mailing address is 5911 Trouble Creek Road, New Port Richey, Florida 34652 ("Buyer") and Arma Water Service, LLC whose mailing address is P.O. Box 3490 Montclair, NJ 07003 ("Seller") (collectively "the Parties").

Seller agrees to sell, and Buyer agrees to buy the utility system commonly known as Arma Water Service, LLC. ("Utility System"), pursuant to the following terms and conditions:

1. The Utility System includes Seller's domestic water supply, transmission, distribution collection systems which has Florida Public Service Commission ("FPSC") Water Certificate 652-W which includes the Seller's certificated franchise service area that provides water residential and general service customers in Marion County, Florida.

2. This is a purchase of assets only. The Purchased Assets shall mean (a) all of Seller's rights, title, and interest in and to all assets, business properties, and rights, both tangible and intangible, constituting the Utility System; (b) the real property and interests in real property owned and held by Seller, in fee simple, as identified in Exhibit "A" to this Agreement ("Real Property"); (c) an assignment of all rights described in any recorded restrictions, including the right to charge, collect and lien against any lot for nonpayment; (d) all easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System; (e) all water distribution facilities, water treatment facilities, wells, of every kind and description whatsoever that constitute 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; (f) all certificates, permits, license rights, consents, grants, leaseholds, and similar rights relating to the construction, maintenance, and operation of the Utility System and its plants and systems for the procuring, storage and distribution of potable water, every right of every character whatever in connection therewith, subject to the obligations thereof (collectively, the "Certificates"); and (g) 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 the foregoing Certificates.

3. Purchased Assets shall also include: (a) all items of inventory owned by Seller on date this agreement is executed by Seller, for use in connection with the maintenance and operation of the Utility System, which inventory shall not be unreasonably depleted prior to the Closing date, including without limitation, all meters, chemicals, and other materials and supplies used by Seller; (b) all supplier lists, customer records, receipts for payment of connection charges, 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; (c) all sets of drawings, showing all facilities of the Utility System, including all original tracings, maps, or other reproducible materials 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; (d) any Developer Agreements; (e) all equipment, computers, software, office equipment, intellectual property owned or licensed by Seller and other personal property owned by Seller and used by Seller in connection with the operation of the Utility System. Seller shall prepare and deliver to Buyer a list of personal property to be conveyed at closing, 5 days prior to closing, for Buyer's review and approval.

4. Buyer and Seller shall agree, prior to closing, on the method of calculating and transferring to Buyer the balance of the operating accounts of the Utility System, together with all customer deposits and accounts receivables for the Utility System; the monthly expenses shall be paid in full for the last month for which Seller retains the receivables for that month's billing.

5. The following "Excluded Assets" are excluded from the Purchased Assets: (a) escrow and other Seller provisions for payment of federal and state taxes and other obligations to governmental entities; (b) seller shall be responsible for paying any such taxes and other obligations, to the extent that they are due from the operation of the Utility System prior to the Closing Date.

6. Name of New Entity. Buyer shall utilize, and may acquire title in the names "Leighton Estates Utilities, LLC," and no infringement shall be claimed by Seller.

7. Buyer shall assume all obligations and liabilities arising from the operation of the Utility System after the day of Closing, under the Certificates or under contracts or commitments expressly assumed by Buyer. Seller warrants that there are no known contracts to be assumed by Buyer. Buyer does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of Seller of any kind whatsoever imposed or required by any third party (including any federal, state, or local authority), whether known or unknown, whether contingent, liquidated or unliquidated, and whether arising or accruing under contract, tort, or pursuant to statute, rule, ordinance, law, regulation or otherwise. Without limiting the foregoing, Buyer shall not be liable for any liabilities to the extent that they are based upon or arise out of any violation of law, breach of permit obligation, breach of contract, tort, or other act or omission of Seller occurring prior to the Closing Date. Seller shall remain liable for and shall pay, perform or discharge all of Seller's liabilities and obligations, other than liabilities and obligations assumed by Buyer.

8. Purchase Price. On the Closing Date, Buyer shall pay to Seller, subject to the additions, adjustments and pro-rations referenced in this Agreement the purchase price of \$172,000 ("Purchase Price").

9. Warranties. Seller represents and warrants to Buyer that the execution and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the Articles of Incorporation or By-Laws of Seller, nor any indenture, agreement, or other instrument to which Seller is a party, or by which it is bound. Seller has exclusive possession and marketable title to all

[Handwritten signature]

Real Property. The Purchased Assets are not subject to any mortgage, pledge, lien, charge, security interest, or encumbrance and Seller shall, at closing deliver title to such personal property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever.

10. Environmental Law Compliance. Seller warrants that the Utility is in material compliance with all applicable Environmental Laws, including any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act, (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and any conditions and requirements contained in any permits possessed by Seller from any federal, state or local agencies necessary to operate the Utility System.

11. Seller warrants there are no current actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against the Seller or the Utility before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility System or any of the Purchased Assets or the Seller's right and ability to make and perform its obligations under this Agreement; nor is the Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Seller is not in material default with respect to any permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility System or any of the Purchased Assets. Seller agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the operation of the Utility System.

12. Title Insurance. At least seven (7) days prior to the Closing, Seller shall, through a title insurance agent of Buyer's choice (the "Title Agent"), cause a current title insurance commitment to be issued by a title insurance company authorized to conduct business in Florida (the "Title Insurer"), and delivered to Buyer and Seller. The cost of the title insurance commitment and title insurance policy shall be borne by Buyer. The title insurance commitment shall commit the Title Insurer to issue owner's title insurance policies to Buyer covering the Real Property (substantially in accordance with the ALTA Standard Owner's Form B), reflecting title to the Real Property to be insurable, subject only to Permitted Encumbrances, as defined below, and encumbrances acceptable to Buyer, in Buyer's sole discretion; provided, however, that the Title Insurer shall delete the standard exceptions customarily deleted for such items as material man's liens, survey, and mechanic's liens. Seller shall execute at or prior to Closing, in favor of Buyer and the Title Agent the appropriate mechanic's lien affidavit and "Gap" affidavit sufficient to allow the Title Agent to delete all standard exceptions addressed by such affidavits.



13. Buyer shall notify Seller in writing prior to closing of any material defect in Seller's title to the Real Property, other than those accepted herein and the Permitted Encumbrances. Seller shall have thirty (30) days after receipt of Buyer's notice to eliminate the objections to title set forth in Buyer's notice. However, in no event shall Seller be required to bring suit or expend any sum in excess of \$5,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property) that Seller has an obligation to discharge on or before Closing pursuant to the terms of this Agreement. If Seller fails to deliver title as herein provided, then Buyer may accept whatever title Seller is able to convey with no abatement of the Purchase Price; or reject title and terminate this Agreement with no further liability to either Buyer or Seller. Buyer shall have the right, but not the obligation, to do such surveys on the Real Property as Buyer desires. Surveys procured by Buyer shall be at the sole cost and expense of Buyer. Title Agent shall deliver, promptly after Closing, the title insurance policy issued on the binder. "Permitted Encumbrances" include present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

14. **Conditions Precedent to Closing.**

A. This contract is contingent upon The Florida Public Service Commission (FPSC) agreeing to the transfer application of Leighton Estates Utilities, LLC. The sale, assignment and transfer of the utility's certificate of authorization, facilities and equipment is contingent upon FPSC approval. The application for Transfer will be filed by the buyer, in accordance with Florida Public Service Commission rules, with full cooperation of the seller. In the event the PSC does not approve the sale and transfer of the Certificate of Authorization to Buyer, Seller shall cooperate in Buyer's continued operation of the system, until the expiration of such time as the FPSC approves said transfer to Buyer, or any other applicant proposed by Buyer or 2 years elapses from date of closing to approve such sale and transfer, whichever event occurs first.

B. This contract is contingent upon buyer obtaining financing.

15. Documents to be provided by Seller. Seller shall provide Buyer all plans and specifications showing the Utility System, together with a map showing the Utility System and appurtenances as now constructed; any contracts or leases; all documents identifying equipment, tools, parts and all other personal property owned or used by Seller in connection with the operation of the Utility System; a schedule and copies of documents reflecting the rates, fees and charges currently being collected by Seller; copies of all permits, applications, or other documents, together with effective dates and expiration dates (if any), issued to Seller by all applicable governmental authorities including, but not limited to: (a) the Florida Department of Environmental Protection, (b) the United States Environmental Protection Agency, and (c) the Southwest Florida Water Management District; a list of all customers, customer deposits and accounts receivable by name and account number, setting forth the amount of each individual deposit and receivable and their aggregate totals and identifying each deposit as refundable or non-refundable; all warranties held by Seller with respect to completed, or in progress, construction work with respect to the Utility System, in addition to a copy of all warranties relating to the Purchased Assets; any and all effective insurance policies with respect to the Purchased Assets and Utility System; all deed and other evidence of

ownership or rights to the Real Property identified in Exhibit "A": all Surveys of the Real Property, if any; all easements, licenses, prescriptive rights and rights-of-way identified in Exhibit "A"; all environmental permits and applications; and all payroll and/or invoices for all office personnel, operators and field employees and the employee benefit plan for such employees and such other information relating to employees as may be requested by Buyer or its contract operator.

16. **OBLIGATIONS OF SELLER.** The risk of any loss of the Purchased Assets shall remain with Seller until closing. Seller shall not enter into any new contracts or obligations without Buyer's written consent.

17. **TERMINATION.** Buyer shall have the right to terminate this Agreement for any material defect or problem revealed including, but not limited to, any terms of the Seller's contracts which would cause a material adverse change in the long term operation of the Utility System or the Purchased Assets from the current operation.

18. **CLOSING.** This transaction shall be closed on or before January 4th 2021 unless extended by both parties. At Closing (a) Buyer shall pay the Purchase Price, recording costs, documentary and intangible tax on mortgage; (b) the parties shall execute such documents as are necessary to meet the conditions described herein; (c) title to the Real Property shall be conveyed to Buyer by Warranty Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Buyer by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances; (d) Seller shall assign its right, title and interest in those easements, licenses, etc. identified in Exhibit "A."

19. **Closing Costs:** (a) recording fees to record the deeds and any other instruments necessary to deliver title to the Buyer shall be paid by the Buyer; (b) each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants incurred in connection with the negotiation and execution of this Agreement; (c) Seller shall be responsible for all costs for services, materials and supplies rendered in connection with the operation of the Utility System prior to and including the day of Closing including, but not limited to, electricity, purchased water or telephone service and other such services, materials and supplies ("Accounts Payable"). Buyer shall be responsible for all such costs and expenses incurred subsequent to Closing. (d) Seller shall convey to Buyer by check all customer deposits, cash on hand, and interest accumulated thereon through the day of Closing. Buyer shall assume liability for customer deposits which are conveyed to Buyer by Seller at Closing. (e) Seller warrants that Seller is not prohibited by decree or law from entering into this transaction, there are no legal actions or proceedings that hinder the ability of Seller to close the transaction, nor are there any pending against the Utility.

20. **Post-Closing Cooperation.** After Closing, Seller and Buyer shall upon reasonable request of the other execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to implement and perform any of the obligations, covenants and agreements of the parties. The terms of this Agreement shall survive closing.

21. **MISCELLANEOUS PROVISIONS.** This Agreement constitutes the entire agreement between the parties. In the event of any litigation that arises between the



parties with respect to this Agreement, each party shall bear their own attorney fees and costs. This Agreement may be modified only in writing. This Agreement shall be governed by the laws of the State of Florida with venue shall be in Marion County, Florida. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party, except that Buyer shall create a new LLC and Buyer may assign all of its rights to the new entity without any further consent by Seller. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

a. IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

Buyer *[Signature]* *manager* 10/26/2020
Mark, Date
Seller *[Signature]* 10/27/2020
Date

EXHIBIT A- REAL PROPERTY

Any and all other real property, including easements, whether platted or not, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System.

EXHIBIT # 2

Financial Statement

Florida Utility Services 1, LLC
Balance Sheet
As of December 31, 2020

	<u>Dec 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	56,069.50
Accounts Receivable	534,490.69
Other Current Assets	<u>7,652.11</u>
Total Current Assets	598,212.30
Fixed Assets	116,835.79
Other Assets	<u>2,500.00</u>
TOTAL ASSETS	<u><u>717,548.09</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	273,690.97
Long Term Liabilities	<u>143,886.88</u>
Total Liabilities	417,577.85
Equity	<u>299,970.24</u>
TOTAL LIABILITIES & EQUITY	<u><u>717,548.09</u></u>

Florida Utility Services 1, LLC
Balance Sheet
As of December 31, 2020

	<u>Dec 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
131 · Cash	
131.1 · Iberia Bank Checking	3,960.72
131.2 · Iberia Bank Payroll	51,357.29
131.3 · Iberia Bank Savings	151.49
131.4 · Capital City Checking	100.00
131.6 · Petty Cash	500.00
Total 131 · Cash	<u>56,069.50</u>
Total Checking/Savings	56,069.50
Accounts Receivable	
141 · Accounts Receivable	534,490.69
Total Accounts Receivable	<u>534,490.69</u>
Other Current Assets	
132.5 · Security Deposits	1,849.61
135 · Due To/From	
135.10 · East Marion	4,900.00
135.61 · Kincaid Hills	570.00
135.63 · Orchid Springs	332.50
Total 135 · Due To/From	<u>5,802.50</u>
Total Other Current Assets	<u>7,652.11</u>
Total Current Assets	598,212.30
Fixed Assets	
101.339 · Equipment	
339.1 · 2017 John Deere Tractor	20,205.51
339.2 · Vacuum Sewer Equipment	2,425.50
339.3 · Plasma Cutter and Welder	1,390.98
339.4 · 1992 Mower	4,000.00
339.5 · Computers	2,063.26
339.6 · Black Trailer	4,200.00
339.7 · Trailer	2,048.12
339.9 · Other Equipment	1,545.70
Total 101.339 · Equipment	<u>37,879.07</u>
101.341 · Vehicles	
341.01 · 2017 Honda Ridgeline	32,000.00
341.02 · 1995 Chevrolet C3500	2,140.00
341.03 · 1998 Mazda	1,000.00
341.04 · 2018 Ford Ranger	34,844.58
341.06 · 2020 Ford Transit	31,142.47
Total 101.341 · Vehicles	<u>101,127.05</u>
108 · Accumulated Depreciation	<u>-22,170.33</u>

Florida Utility Services 1, LLC
Balance Sheet
As of December 31, 2020

	<u>Dec 31, 20</u>
Total Fixed Assets	116,835.79
Other Assets	
186 · Deferred Cost	2,500.00
Total Other Assets	2,500.00
TOTAL ASSETS	<u>717,548.09</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
231 · Accounts Payable	272,904.98
Total Accounts Payable	272,904.98
Other Current Liabilities	
3050 · Payroll Liabilities	
3050.1 · Payroll Liabilities	-197.62
3050 · Payroll Liabilities - Other	983.61
Total 3050 · Payroll Liabilities	785.99
Total Other Current Liabilities	785.99
Total Current Liabilities	273,690.97
Long Term Liabilities	
224 · Long Term Liabilities	
224.01 · Cap City 5508 FUS LOC	6,317.22
224.04 · Cap City Auto 9858 Honda	11,843.90
224.05 · John Deere Loan 8854 Tractor	7,644.32
224.09 · Iberia Auto 2362 Ford	23,203.06
224.15 · Cap City Auto 9350 Ford Transit	30,078.38
224.50 · Iberia SBC PPP Loan	64,800.00
Total 224 · Long Term Liabilities	143,886.88
Total Long Term Liabilities	143,886.88
Total Liabilities	417,577.85
Equity	
4002 · Members Equity	288,148.11
Net Income	11,822.13
Total Equity	299,970.24
TOTAL LIABILITIES & EQUITY	<u>717,548.09</u>

Florida Utility Services 1, LLC
Profit & Loss
January through December 2020

	<u>Jan - Dec 20</u>
Ordinary Income/Expense	
Income	
400.1 · Direct Reimbursements	118,116.87
400.2 · Management Allocations	280,080.02
400.3 · Payroll Allocations	305,327.86
Total Income	<u>703,524.75</u>
Gross Profit	703,524.75
Expense	
401 · Direct	118,116.87
402 · Allocated	280,106.15
6010 · Payroll	305,260.21
Total Expense	<u>703,483.23</u>
Net Ordinary Income	41.52
Other Income/Expense	
Other Income	
419 · Interest Income	2.77
421 · Non-Utility Income	14,156.52
Total Other Income	14,159.29
Other Expense	
426 · Non-Utility Expense	2,378.68
Total Other Expense	<u>2,378.68</u>
Net Other Income	<u>11,780.61</u>
Net Income	<u><u>11,822.13</u></u>

Florida Utility Services 1, LLC
Profit & Loss
January through December 2020

Jan - Dec 20

Ordinary Income/Expense
Income

400.1 · Direct Reimbursements	
400.01 · Crestridge	9,564.07
400.02 · Holiday Gardens	9,556.02
400.03 · Lake Yale	9,556.20
400.04 · Heather Hills	1,202.62
400.05 · -Sunny Shores	2,318.24
400.06 · West Lakeland	13,577.32
400.07 · -Sunrise	11,414.70
400.08 · Charlie Creek	12,295.86
400.09 · Leighton Estates	294.24
400.10 · Pinecrest	9,751.09
400.11 · East Marion	17,073.58
400.12 · McLeod Gardens	3,218.99
400.13 · Orange Land	3,807.91
400.14 · -Alturas	6,307.27
400.15 · College Manor	2,880.70
400.16 · Suwannee Valley	5,298.06
Total 400.1 · Direct Reimbursements	118,116.87
400.2 · Management Allocations	280,080.02
400.3 · Payroll Allocations	305,327.86
Total Income	703,524.75

Gross Profit 703,524.75

Expense

401 · Direct	
401.01 · CRU Expense	9,564.07
401.02 · HGU Expense	9,556.02
401.03 · LYU Expense	9,556.20
401.04 · HHU Expense	1,202.62
401.05 · SSU Expense	2,318.24
401.06 · WLW Expense	13,577.32
401.07 · SUN Expense	11,414.70
401.08 · CCU Expense	12,295.86
401.09 · LEU Expense	294.24
401.10 · PCU Expense	9,751.09
401.11 · EMU Expense	17,073.58
401.12 · MGU Expense	3,218.99
401.13 · OLU Expense	3,807.91
401.14 · ALT Expense	6,307.27
401.15 · CMU Expense	2,880.70
401.16 · SVU Expense	5,298.06
Total 401 · Direct	118,116.87

402 · Allocated	
603 · Salaries & Wages - Officers	77,412.09
604 · Employee Benefits	5,905.15
620 · Materials and Supplies	9,650.29
631 · Contractual Services - Professi	6,412.72

Florida Utility Services 1, LLC
Profit & Loss
January through December 2020

	Jan - Dec 20
636 · Contractual - Other	
636.1 · Contractual Services	643.50
636.2 · Other Services	35.00
Total 636 · Contractual - Other	678.50
640 · Rents	
640.1 · Office Building Lease	
640.1.1 · Bldg Base Rent	32,400.00
640.1.2 · Bldg Insurance	1,822.00
640.1.3 · Bldg Property Tax	2,851.35
640.1.4 · Building HVAC	6,658.00
Total 640.1 · Office Building Lease	43,731.35
640 · Rents - Other	84.41
Total 640 · Rents	43,815.76
650 · Transportation	
650.1 · Fuel	22,812.25
650.2 · Tolls	887.62
650.3 · Registration	795.10
650.4 · Service & Repair	
650.40 · Auto Shop	831.90
650.41 · Honda Ridgeline 2017	2,098.80
650.42 · Chevy 3500 1995	218.49
650.43 · Mazda 1998	4,835.38
650.44 · Ford 250 Ranger 2018	1,628.14
650.45 · Ford Ranger 1998	3,187.59
650.46 · Ford Transit 2020	249.47
650.60 · Trailers	1,459.69
Total 650.4 · Service & Repair	14,509.46
650.5 · AAA Membership	379.00
Total 650 · Transportation	39,383.43
655 · Insurance	35,562.80
675 · Misc	
675.01 · Bank Charges	1,758.28
675.02 · Busn License & Dues	749.75
675.03 · Office Supplies	3,039.50
675.04 · Office Utilities	
675.041 · Electric	1,604.08
675.042 · Water & Sewer	592.01
Total 675.04 · Office Utilities	2,196.09
675.05 · Postage & Delivery	24,121.34
675.06 · Printing & Paper	9,461.60
675.07 · Telephone & Internet	15,043.04
675.08 · Travel	66.40
675.09 · Meals & Entertainment	819.36
675.11 · Call 811	633.33

Florida Utility Services 1, LLC
Profit & Loss
January through December 2020

	Jan - Dec 20
675.50 · Interest Expense	3,396.72
Total 675 · Misc	61,285.41
Total 402 · Allocated	280,106.15
6010 · Payroll	
6101 · Payroll Expenses	305,260.21
Total 6010 · Payroll	305,260.21
Total Expense	703,483.23
Net Ordinary Income	41.52
Other Income/Expense	
Other Income	
419 · Interest Income	2.77
421 · Non-Utility Income	
421.1 · Lance Water Income	5,749.37
421.2 · Other Non-Utility Income	8,407.15
Total 421 · Non-Utility Income	14,156.52
Total Other Income	14,159.29
Other Expense	
426 · Non-Utility Expense	
426.1 · LAN Water Expense	2,509.37
426.2 · Other Non-Utility Expense	219.31
426 · Non-Utility Expense - Other	-350.00
Total 426 · Non-Utility Expense	2,378.68
Total Other Expense	2,378.68
Net Other Income	11,780.61
Net Income	11,822.13

EXHIBIT # 3

The Buyer was appointed to the Citrus County Water and Wastewater Authority, the local regulatory body for Citrus County, where the Buyer served for seven years. The Buyer also served as the "Class C" representative for the Legislative Study Committee for Investor-Owned Water and Wastewater Utility Systems in 2013. The Buyer attends yearly training classes through the Florida Rural Water Association and completed the NARUC Utility Rate School in 2001. The Buyer is the owner and manager of 16 Class C water and wastewater facilities that are regulated by the Commission.

EXHIBIT # 4

To ensure successful continuing operation of the utility, the buyer has changed the plant operator to a more experienced and financially viable company. Buyer has moved all billing and customer service functions to the Florida Utility Services Office which provides the customers with updated bill paying options, electronic invoices and full time customer service personnel. Buyer has assigned a maintenance technician to this utility who, besides all maintenance functions, reads all of the meters.

EXHIBIT # 5

Previously approved Description of Territory Served

DESCRIPTION OF TERRITORY SERVED

Arma Water Service, LLC
Marion County
Leighton Estates Water Service Area

Section 23, Township 16 South, Range 21 East

A portion of Section 23, Township 16 South, Range 21 East, more particularly described as follow:

The SW quarter of the NE quarter;

The NW quarter of the SE quarter;

The North 600 feet of the SW quarter of the SE quarter.

EXHIBIT # 6

I believe the transfer is in the public interest because my company is able to bring financial stability, updated customer service functions and perform the required maintenance to ensure continued operation of the utility.

EXHIBIT # 7

After investigation, buyer has determined the distribution system to be in good shape and is in compliance with governmental agencies.

The system does require some repair. Please see enclosed tank inspection report. Based on the engineer's recommendation, and the vastly increasing cost of tank replacement, I am in the process of having the tank sandblasted and coated. I have enclosed the invoice for this service. All other recommendations in the tank inspection report has been completed.

**INSPECTION
REPORT
FOR THE
LEIGHTON ESTATES
WATER TREATMENT PLANT
HYDROPNEUMATIC TANK**

PWS ID. No.: 3425108

**3130 SW 93rd Street Road
Ocala, Marion County, Florida**

Prepared by:

**DNM ENGINEERING &
ASSOCIATES, INC.**

CIVIL / ENVIRONMENTAL ENGINEERS

***P.O. Box 42
Ocala, Florida 34478
352-624-2068
dnmengineering@embarqmail.com***

June 24, 2020

Leighton Estates WTP
Hydropneumatic Tank Inspection

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Hydropneumatic Tank's Exterior Paint Coatings	5
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Hydropneumatic Tank's Interior Epoxy Coating	6
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CERTIFICATIONS

ENGINEER:

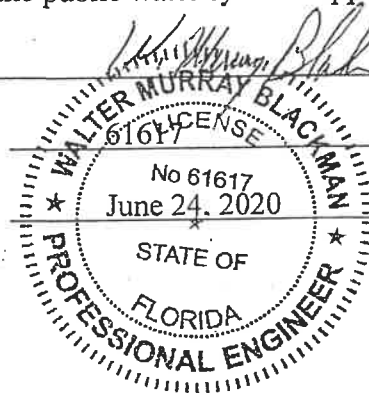
DNM Engineering & Associates, Inc.
W. Murray Blackman, P.E.
P.O. Box 42
Ocala, Florida 34478
(352) 624-2068

This inspection report describes the structural and coating integrity of the finished water storage tank through visual observations and non-destructive testing performed on the date(s) listed on the cover page. As the Professional Engineer responsible for preparation of this report, the undersigned certifies that the information contained in this report is true and correct to the best of his knowledge, the report was prepared in accordance with sound engineering principles, and the recommendations and schedules have been discussed with the public water system supplier.

Signature of Engineer: _____

Florida Registration No.: _____

Date: _____



INTRODUCTION

In accordance with Chapter 62-555.350(2) of the Florida Administrative Code, *finished-drinking-water storage tanks, including conventional hydropneumatic tanks with an access manhole but excluding bladder- or diaphragm-type hydropneumatic tanks without an access manhole, shall be checked at least annually to ensure that hatches are closed and screens are in place; shall be cleaned at least every five years to remove biogrowths, calcium or iron/manganese deposits, and sludge from inside the tanks; and shall be inspected for structural and coating integrity at least once every five years by personnel under the responsible charge of a professional engineer licensed in Florida.*

Inspection, cleaning and testing of the hydropneumatic water storage tank were performed by DNM Engineering & Associates, Inc. and U.S. Water Services Corporation.

TANK DESCRIPTION

Manufacturer:	Dixie Tank
ASME Code Stamp:	Yes
Manufactured:	2005
MAWP:	100 psi
Overall Length:	298 Inches
Diameter:	72 Inches
Nominal Volume:	5,000 Gallons
Construction:	Welded Steel

PRE-INSPECTION

The following summarizes the procedures implemented prior to inspection of the hydropneumatic pressure tank:

- U.S. Water Services issued precautionary boil water notices prior to taking the tank off-line.
- Checked operation of isolation valves for the tank and bypass arrangement.
- Closed tank isolation valves to remove the tank from service.
- Opened the tank drain valve and drained tank.
- Loosened and removed access manway fasteners and removed manway cover and gasket. Manway cover, gasket, and fasteners were in good condition.
- Cleaned the interior of the hydropneumatic tank with pressure washer connected to the system to remove any biogrowths, calcium or iron/manganese deposits, sand and/or sludge from the interior of the tank.

VISUAL INSPECTION

The following summarizes the noted observations during the visual inspection of the exterior and interior of the hydropneumatic tank:

Hydropneumatic Tank Exterior

- The exterior of the hydropneumatic tank was in good condition. There were no signs of deteriorated welds, pitting or structural damage.
- The steel saddles, concrete supports and pad, valves, sight glass, relief valve were in good condition. Corrosion was observed on both the well casing and yard piping.
- The exterior protective coating was in good condition.

Hydropneumatic Tank Interior

- The interior protective epoxy coating was in poor condition. Coating was observed to be void in approximately 40% of the interior with surface rust in the upper section of the tank.

NONDESTRUCTIVE TESTING

The following summarizes the measured exterior paint coating, steel thickness, and interior epoxy coating of the hydropneumatic tank:

Hydropneumatic Tank's Exterior Paint Coatings

- The hydropneumatic tank's exterior paint coating was examined for dry film thickness using the Defelsko, PosiTest® FM Coating Thickness Gauge.
- A total of 25 dry film thickness readings were taken along the exterior perimeter of hydropneumatic tank's shell and heads. The readings ranged from 5.0 to 12.0 mils with an average of 7.4 mils along the exterior of the hydropneumatic tank. All of the readings were above the recommended minimum dry film thickness of 4.0 mils.

Hydropneumatic Tank's Steel Thickness

- The exterior of the hydropneumatic tank was examined for steel thickness using the Phase II+ Model UTG-2600 Ultrasonic Thickness Gauge.
- A total of 26 steel thickness readings were taken along the exterior perimeter of the hydropneumatic tank's shell and heads. The readings ranged from 0.259 to 0.269 inches with an average of 0.264 inches on the bell heads of the hydropneumatic tank. The readings ranged from 0.301 to 0.312 inches with an average of 0.309 inches along the perimeter of the hydropneumatic tank's shell.

Leighton Estates WTP
Hydropneumatic Tank Inspection

- Based upon the requirements of ASME Section VIII and the minimum steel thickness measurements for the HPT's bell head ends and shell, the maximum allowable working pressure is calculated as follows:

Assumptions:

- Calculations based upon a HPT with Longitudinal Stress (Circumferential Joints)
- Maximum Allowable Stress Value (S) for Grade 70 Steel = 17,500 psi
- Joint Efficiency (E): Ellipsoidal Bell Head (One Piece) = 0.85
Shell (Butt-Welded Joints, Not Examined) = 0.70

Bell Head Ends:

P = Maximum Allowable Working Pressure (PSI)
t = Minimum Measured Steel Thickness (0.259 Inches)
D = Measured Outside Diameter (72 inches)

Internal Pressure Formula (Outside Dimensions): 2:1 Ellipsoidal Head

$$P = \frac{(2)(S)(E)(t)}{D - 1.8(t)} = \frac{(2)(17,500)(0.85)(0.259)}{72 - 1.8(0.259)} = \underline{107 \text{ psi}}$$

Shell:

P = Maximum Allowable Working Pressure (PSI)
t = Minimum Measured Steel Thickness (0.301 Inches)
R = Calculated Outside Radius (36 inches)

*Internal Pressure Formula (Outside Dimensions):
Cylindrical Shell*

$$P = \frac{(S)(E)(t)}{R - 0.4(t)} = \frac{(17,500)(0.70)(0.301)}{36 - 0.4(0.301)} = \underline{102 \text{ psi}}$$

While the calculated maximum allowable working pressure (MAWP) for the tank is 102 psi, the operating pressures should remain below the manufacturer's MAWP of the 100 psi.

Hydropneumatic Tank's Interior Epoxy Coating

- The hydropneumatic tank's interior epoxy coating was not examined for dry film thickness as 40% of the interior was void of coating and had surface corrosion.

POST-INSPECTION

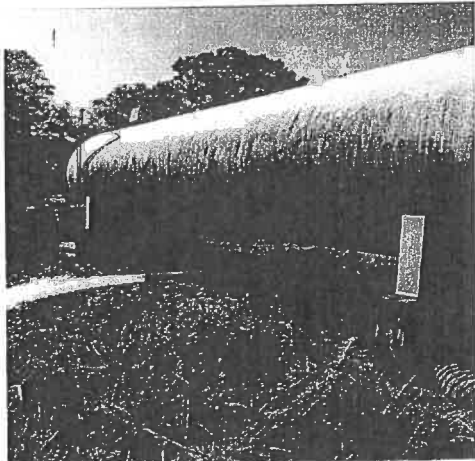
The following summarizes the procedures to be performed upon completion of the inspection of the hydropneumatic tank and the steps to be implemented to place the tank back into operation:

- Close tank's drain valve and disinfected the tank in accordance with AWWA C652.
- Re-install the access manway cover secured fasteners.
- Refill the tank and placed it back into service.
- The certified operator is to take 2 bacteriological samples at the discharge of the tank a minimum of 6 hours apart.
- Upon receipt of satisfactory test results, submit a copy to the Florida Department of Environmental Protection (FDEP) and rescind the precautionary boil water notice.

SUMMARY & RECOMMENDATIONS

The structural and coating integrity of the hydropneumatic tank that serves Leighton Estates located in Ocala, Florida was inspected on June 24, 2020. The summary and recommendations are as follows:

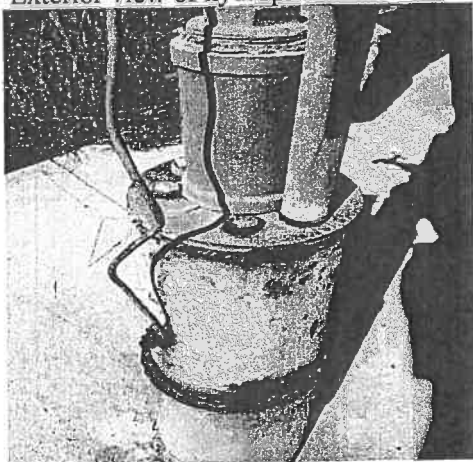
- The structural integrity of the hydropneumatic tank was found to be in good condition. The hydropneumatic tank is an ASME Code certified pressure vessel. While the calculated maximum allowable working pressure (MAWP) of the hydropneumatic tank is 102 psi, the operating pressures should remain below the manufacturers design MAWP of 100 psi.
- The exterior protective coating was found to be in good condition and exceeded the recommended minimum dry film thickness of 4.0 mils.
- Surface corrosion was observed on both the well casing and yard piping. The well casing and piping should be mechanically brushed to remove the corrosion and repainted.
- The interior protective epoxy coating was in poor condition. Coating was observed to be void in approximately 40% of the interior with surface rust in the upper section of the tank.
- It is our recommendation that the owner of the public water system budget to sandblast and recoat the hydropneumatic at the time of the next inspection which should occur on or before June 24, 2025.



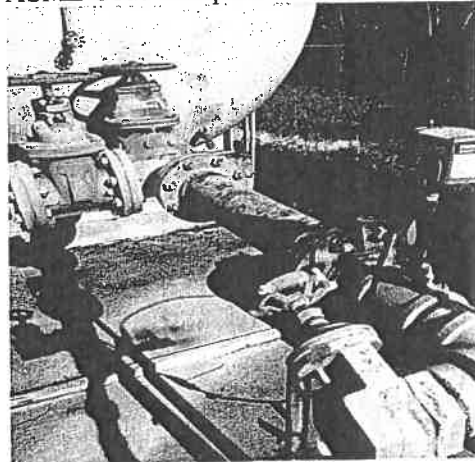
Exterior view of hydropneumatic tank



ASME Code Faceplate Manufactured 2005



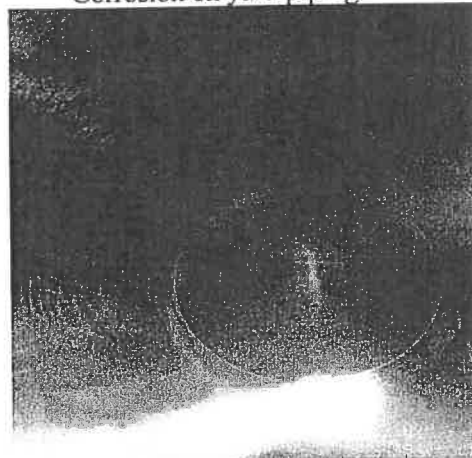
Corrosion on well casing



Corrosion on yard piping



Interior view of hydropneumatic tank



Interior view of hydropneumatic tank



Estimated #21-424393

February 9, 2021

Attention: Mike Smallridge
Reference: Leighton Estates, Ocala FL

We are pleased to submit our quotation for supplying material, equipment. Labor and supervision for preparation and coating of the interior of a 5000 gal hydro-pneumatic tank per your request.

Scope of Work

- Blast to a SSPC-SP5 white metal blast
- Apply (1) full coat of Sherwin Williams 646 PW macropoxy @ 5 – 8 mils DFT
- Apply (1) full coat of Sherwin Williams 646 PW macropoxy @ 5 – 6 mils for total of 10 – 16 mils DFT

Price \$12,000.00

Thank you for the opportunity to quote you on this project. If you have any questions please contact us.

Sincerely,
Ricky Collins
ricky@ccpaintersfl.com
ccpainters7@verizon.net

PO Box 169
Mulberry, FL 33860
Phone: 863-425-3101
Fax: 863-425-8298

EXHIBIT # 8

Warranty Deed.

County: Marion
Ref: B 7353 P 1156
Date: 01/06/21
By: Laura Brown
Dean Mead

This Instrument Prepared By:
Martin S. Friedman, Esquire
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

Part of Parcel Identification No.: R3570-002-005

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made as of the 4th day of January, 2021, by ARMA WATER SERVICE, LLC, a Florida limited liability company, whose post office address is P.O. Box 3490, Montclair, NJ 07043 (hereinafter referred to as the "Grantor"), to LEIGHTON ESTATES UTILITIES, LLC, a Florida limited liability company, whose post office address is 5911 Trouble Creek Rd., New Port Richey, Florida 34652 (hereinafter referred to as the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, corporations and partnerships.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain real property situate, lying and being in Marion County, Florida (hereinafter referred to as the "Property"), and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever. This conveyance is subject to taxes accruing subsequent to December 31, 2020, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered in its name by its corporate officer thereunto duly authorized, has caused its corporate seal to be hereunto affixed, and has intended this instrument to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

ARMA WATER SERVICE, LLC, a Florida limited liability company

By: Maria Barros
Maria Barros, Manager

Print Name: Steven Pinckney

Print Name: Brendon Power

STATE OF New Jersey

COUNTY OF Essex

The foregoing instrument was acknowledged before me by means of: online notarization, or physical presence, this 31 day of Dec, 2020, by Maria Barros, as Manager of ARMA WATER SERVICE, LLC, a Florida limited liability company, on behalf of the company. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Print Name: Steven D. Pinckney Jr

Notary Public New Jersey

Commission No.: 50130405

My Commission Expires: 6/30/2025

Steven D. Pinckney, Jr.
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 06/30/2025
Comm. ID # 50130405

EXHIBIT "A"

A portion of Lots 5 and 6, Block "B", Leighton Estates, as per Plat thereof, recorded in Plat Book "H", Pages 28 through 30, of the Public Records of Marion County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Lot 5, said point being on a non-tangent curve, concave Northeasterly, having a radius of 334.91 feet, a central angle of $01^{\circ}37'57''$ and a chord bearing and distance of North $72^{\circ}07'26''$ West, 9.54 feet; thence along the arc of said curve and Northerly right-of-way of Berliner Drive (having a 50 foot width), a distance of 9.54 feet to the end of said curve; thence departing said Northerly right-of-way, North $00^{\circ}01'28''$ West, a distance of 178.46 feet; thence South $90^{\circ}00'00''$ West, a distance of 45.65 feet; thence North $00^{\circ}01'28''$ West, a distance of 163.09 feet; thence North $90^{\circ}00'00''$ East, a distance of 21.03 feet; thence North $00^{\circ}01'28''$ West, a distance of 40.00 feet; thence North $90^{\circ}00'00''$ East, a distance of 190.83 feet; thence South $00^{\circ}01'28''$ East, a distance of 203.04 feet; thence South $90^{\circ}00'00''$ West, a distance of 126.21 feet; thence South $00^{\circ}01'28''$ East, a distance of 189.37 feet to the beginning of a non-tangent curve Northerly, having a radius of 334.91 feet, a central angle of $05^{\circ}27'48''$, and a chord bearing and distance of North $75^{\circ}37'26''$ West, 31.92 feet; thence Westerly, along the arc of said curve and said Northerly right-of-way of Berliner Drive, a distance of 31.94 feet to the Point of Beginning.

This instrument prepared by:
Martin S. Friedman, Esquire
Dean Mead
420 S. Orange Ave., Suite 700
Orlando FL 32801

County: Marion
Ref: B7353 P1159
Date: 01/06/21
By: Laura Brown
Dean Mead

ASSIGNMENT OF EASEMENTS


THIS ASSIGNMENT OF EASEMENTS, is made and entered as of the 4th day of January 2021, by Arma Water Service, LLC, a Florida limited liability company, whose address is P.O. Box 3490, Montclair, NJ 07043 (hereinafter "Assignor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Leighton Estates Utilities, LLC, a Florida limited liability company, whose address is 5911 Trouble Creek Road, New Port Richey, Florida 34652 (hereinafter "Assignee"). Assignor has granted, bargained, sold, transferred, assigned and delivered, and by these presents does grant, bargain, sell, transfer, assign and deliver unto the Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to all easements, licenses, prescriptive rights, rights of way, rights to use public and private roads, highways, canals, streets and other areas and all other rights owned or used by Assignor in Marion County, Florida.

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

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed as of the day and year first above written.

*Signed, sealed and delivered
in the presence of:*

ARMA WATER SERVICE, LLC, a Florida limited liability company



Print Name: Steven Pinckney

By: 

Maria Barros, Manager




Print Name: Brenon Power

STATE OF New Jersey
COUNTY OF Cass

The foregoing instrument was acknowledged before me by means of: online notarization, or physical presence, this 31 day of December, 2020, by Maria Barros, as Manager of ARMA WATER SERVICE, LLC, a Florida limited liability company, on behalf of the company. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Steven D. Pinckney, Jr.
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 04/30/2025
Comm. ID # 60130405

Steven D. Pinckney, Jr.
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 04/30/2025
Comm. ID # 60130405



Print Name: Steven D. Pinckney, Jr.
Notary Public New Jersey
Commission No.: 50130405
My Commission Expires: 6/30/2025

EXHIBIT # 9

PWS # 3425108



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

September 29, 2004

Bruce Wilson
720 SE 3rd St
Ocala, FL 34471

SUBJECT: Water Well Construction Permit 95294 located in Marion County

Dear Sirs/Madam:

Please find enclosed the permit for the above referenced project. Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state, and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit will be transferred to the new owner if we are notified by you within thirty (30) days of the recording of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

The permit enclosed is a legal document. Please read the permit carefully since you are responsible for compliance with any conditions which is a part of this permit. Compliance is a legal requirement and your assistance in this matter will be greatly appreciated.

If you have any questions concerning your permit, please do not hesitate to contact this office at (904) 329-4401.

Thank you for your interest in our water resources.

Sincerely,

Eliseo Miranda Jr.
Data Management Specialist II
Division of Permit Data Services

RECEIVED

OCT 07 2004

Central District

Cc: District Permit File
Contractor
James Frazee, Jr.

FLORIDA
UNIQUE WELL ID

AA15602



GOVERNING BOARD

Ometrias D. Long, CHAIRMAN APOPKA	David G. Graham, VICE CHAIRMAN JACKSONVILLE	R. Clay Albright, SECRETARY OCALA	Duane Ottenstroer, TREASURER JACKSONVILLE
W. Michael Branch FERNANDINA BEACH	John G. Sowinski ORLANDO	William Kerr MELBOURNE BEACH	Ann T. Moore BUNNELL
			Susan N. Hughes JACKSONVILLE



STATE OF FLORIDA PERMIT APPLICATION TO CONSTRUCT, REPAIR, MODIFY, OR ABANDON A WELL

- Southwest
- Northwest
- St. Johns River
- South Florida
- Suwannee River

THIS FORM MUST BE FILLED OUT COMPLETELY.

The water well contractor is responsible for completing this form and forwarding the permit to the appropriate delegated county where applicable.

CHECK BOX FOR APPROPRIATE DISTRICT. ADDRESS ON BACK OF PERMIT FORM.

Permit No. 95294-1
 Florida Unique I.D. AAI5602
 Permit Stipulations Required (See attached)
 62-524 well
 CUP/WUP Application No. n/a
 ABOVE THIS LINE FOR OFFICIAL USE ONLY

1. Bruce Wilson, 720 SE 3rd St., Ocala, FL 34471 352-216-3997 cell 352-690-9606
 Owner, Legal Name of Entity if Corporation Address City Zip Telephone Number

2. SW 1st St. Rd., Ocala, FL
 Well Location — Address, Road Name or Number; City

3. David Muffett 9236 352-245-2324
 Well Drilling Contractor License No. Telephone No.

4680 SE 166th St.
 Address

Summerfield, FL 34491
 City State Zip

4. SW 1/4 of NE 1/4 of Section 23
 (smallest) (biggest) (Indicate Well on Chart)

5. 16 21
 Township Range

6. Marion Leighton Estates 546 B —
 County Subdivision Name Lot Block Unit

7. Number of proposed wells 1 Check the use of well: (See back of permit for additional choices) _____ Domestic _____ Monitor (type) _____
 _____ Irrigation (type) _____ Public Water Supply (type) community List Other _____
 (See Back) _____ (See Back)

Distance from septic system 200+ ft. Description of facility subd. Estimated start of construction date 9/2004

8. Application for: New Construction _____ Repair/Modify _____ Abandonment _____ (Reason for Abandonment) **RECEIVED**

9. Estimated: Well Depth 150' Casing Depth 105' Screen interval from — to — **AUG 19 2004**
 Casing Material: (Blk-Steel) Gal / PVC Casing Diameter 4" Seal Material bentonite

10. If applicable: Proposed From 0 to 105 Seal Material bentonite
 Grouting Interval From 0 to 20 Seal Material NC
 From 100 to 105 Seal Material NC

11. Telescope Casing _____ or Liner _____ (check one) Diameter _____
 Blk-Steel / Galvanized / PVC Other (specify): n/a

12. Method of Construction: _____ Rotary _____ Cable Tool Combination _____
 _____ Auger _____ Other (specify): _____

13. Indicate total No. of wells on site 0. List number of unused wells on site 0.

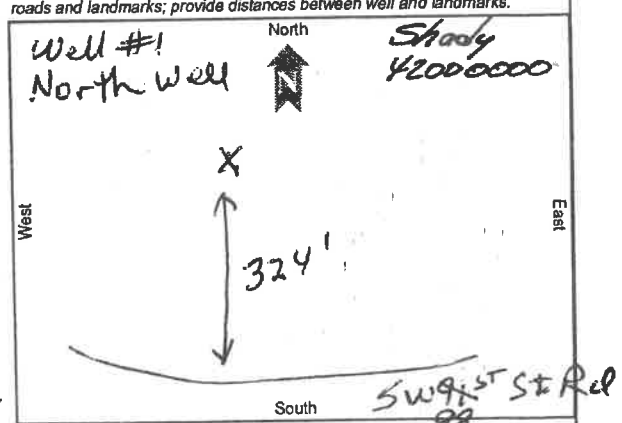
14. Is this well or any other well or water withdrawal on the owner's contiguous property covered under a Consumptive/Water Use Permit (CUP/WUP) or CUP/WUP Application? No _____ Yes _____
 (If yes, complete the following) CUP/WUP No. n/a

District well I.D. No. 36320
 Latitude 29°05'15.280" Longitude 82°10'31.901"

Data obtained from GPS or map _____ or survey _____ (map datum NAD 27 _____ NAD 83)

15. I hereby certify that I will comply with the applicable rules of Title 40, Florida Administrative Code, and that a water use permit or artificial recharge permit, if needed, has been or will be obtained prior to commencement of well construction. I further certify that all information provided on this application is accurate and that I will obtain necessary approval from other federal, state, or local governments, if applicable. I agree to provide a well completion report to the District within 30 days after drilling or the permit expiration, whichever occurs first.

David Muffett 9236 Bill 8-13-04
 Signature of Contractor License No. Owner's or Agent's Signature Date



RECEIVED
AUG 19 2004
PDS
ALAMONTE SVC. CTR.

Draw a map of well location and indicate well site with an "X". Identify known roads and landmarks; provide distances between well and landmarks.

I certify that I am the owner of the property, that the information provided is accurate, and that I am aware of my responsibilities under Chapter 373, Florida Statutes, to maintain or properly abandon this well; or, I certify that I am the agent for the owner, that the information provided is accurate, and that I have informed the owner of his responsibilities as stated above. Owner consents to personnel of the WMD or a representative access to the well site.

Approval Granted By: William Steward Issue Date: 9/29/2004 Hydrologist Approval: JH

Owner Number: Well #1 (North) Fee Received: \$250.00 Receipt No.: 4027195 Check No.: 025264

THIS PERMIT NOT VALID UNTIL PROPERLY SIGNED BY AN AUTHORIZED OFFICER OR REPRESENTATIVE OF THE WMD. IT SHALL BE AVAILABLE AT THE WELL SITE DURING ALL DRILLING OPERATIONS. This permit is valid for 90 days from date of issue.

WHITE: ORIGINAL FILE
 YELLOW: DRILLING CONTRACTOR
 PINK: OWNER

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 95294
BRUCE WILSON
DATED SEPTEMBER 29, 2004

SPECIAL CONDITIONS
Permit 95294-1, FDEP/C Public System
Leighton Estates/Bruce Wilson

Public supply wells are required to meet special conditions as listed below in accordance with chapters 62-555, 62-532 and 40C-3, F.A.C.

1. The water well contractor must notify the District representative as listed below 24 hours prior to initiating any construction or grouting operations. A final inspection will be scheduled after the pad, pump and system components are installed and are ready for testing. **It is the contractor's responsibility to notify the District (Altamonte Springs Service Center) when the well and system is ready for final inspection. A completion report is required within 30 days of well completion and before a final inspection will be scheduled.**

District representative: Jim Frazee
Office: Altamonte Springs Service Center
Telephone(fax): 407-659-4800/4842(4805), Cell 321-303-7212

2. The 4" well will be constructed as described in the application specifications. **This well will require top 20 feet and bottom 5 feet neat cement grout. The casing will be driven into place with dry bentonite slip using either 8" surface casing or the over-drill method to apply the top 20 feet grout interval. The bottom 5 feet must be under-reamed using a commercial under-reamer or previously approved bit. If a conventional rotary hole is bored with the required 2" grouting annulus, a full pumped grouting bottom to top will be completed.** Any changes will be approved by District staff prior to construction.
3. This well must be pumped clean with the permanent pump and disinfected in accordance with Chapters 62-555 and 62-532, F.A.C.
4. **This well must be equipped with a sampling tap, well vent, access port and pressure relief valve** located at a minimum distance of twelve inches above the ground surface (slab) as required in Chapters 62-555 and 62-532, F.A.C. The sample tap will be unthreaded and turned downward. **The tap will not be directed towards or discharge water towards any electrical boxes or connections.**
5. **A 6X6 concrete slab must be installed and centered on the well. The casing must be 12 inches above the slab.** Grouting approval by the District must occur prior to the installation of the slab.

6. **A metallic tag must be attached to the well head** or other permanent fixture as required in sub-section 40C-3.461(3). Latitude and longitude coordinates will be added to the list of information required by that chapter to be inscribed, stamped or printed on the metallic well tag. The latitude and longitude for this well is: 290515.280 and 821031.901, respectively. **The latitude and longitude will be added to the back of the FUWID aluminum tag if the contractor tag does not have space for the above number when the final inspection is completed. The contractor must request this option.**
7. This system is a Florida Department of Environmental Protection (FDEP) facility requiring quality and system clearance prior to use. **A copy of this permit will be forwarded to the Central District Office of FDEP for processing. That office will forward system requirements to the engineer of record.**
8. A copy of this permit must be on site during all phases of well construction.
9. **Drill cutting samples will not be required for the entire length of this well. The contractor is required to maintain a sample of the casing seat material for inspection. The District reserves the right to require pump removal to check construction and formation information if the well does not produce water that meets public supply standards.**

FLORIDA UNIQUE WELL ID
AA15602



GPS

FOR INFORMATION CALL: FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION AT (850) 245-8651

FLORIDA UNIQUE WELL ID
AA15602



GPS

FOR INFORMATION CALL: FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION AT (850) 245-8651

*95294-1
Bruce Wilson
Leighly Estates
well #1, north*

FLORIDA
UNIQUE WELL ID

AA15602



FLORIDA
UNIQUE WELL ID

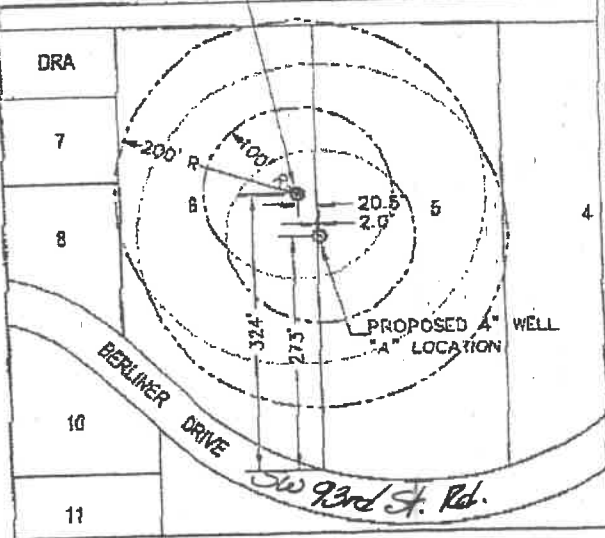
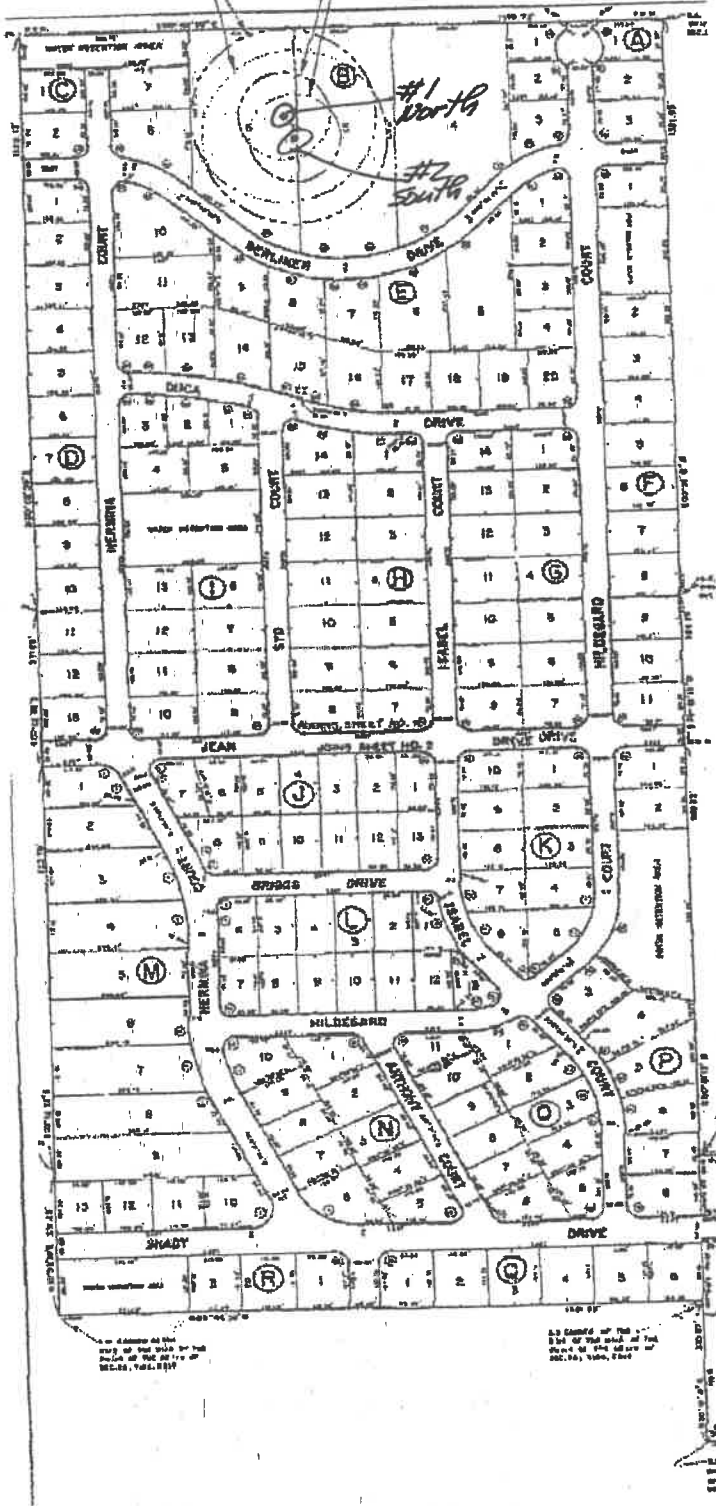
AA15602



NO ONSITE DISPOSAL SYSTEMS

NO OTHER SANITARY HAZARDS

PROPOSED 4" WELL "B" LOCATION



INSET: 1"=200'



1"=400'

LEIGHTON ESTATES WATER SYSTEM

Project No.	2004-000000000
Drawn	JK
Checked	JK
Date	8/13/04
Scale	1" = 400'
Sheet No.	002-01
Project Name	LEIGHTON ESTATES

MICHAEL W. RADCLIFFE ENGINEERING, INC.
 2611 SE 14th St. Suite 200, Ft. Lauderdale, FL 33316-1611
 Phone: (954) 344-1010 Fax: (954) 344-1011
 Certificate No. 13-0008195

WELL LOCATION

95294-1

RECEIVED

AUG 19 2004

FDS ALTAMONTE SVC. CTR.

NOTICE
Special Well Construction Requirements
Division of Water Use Regulation

1. This well has an assigned Florida Unique Well Identification number which will be attached to the well when the final inspection is completed. Do not issue or place any FUWID tag on this site. *AAI5602*
2. A GPS reading has already been posted for this site on the permit sheet. Please notify the FDEP contractor that they should not duplicate GPS or FUWID tag numbers by inspecting this site. They can contact Jim Frazee at the number below if they have any questions. The contractor is currently placing stickers on unfinished well casings that will have to be removed to complete the well head and meet District standards.
3. Do not release this public system for use until a final clearance form is received from the Altamonte Springs Service Center indicating the well meets all construction standards.
4. If there are any special system requirements, please contact Jim Frazee at 407-659-4842 or fax 4805 so the District is aware of changes that may be required prior to the final well inspection.

Altamonte Springs Service Center
975 Keller Road
Altamonte Springs, FL 32714

95294-1
Bruce Wilson
Leighton Estates



Delineated Area 42000000 (outside – standard 62-555)
USGS Quadrangle – Shady
Well Permits 95294-1 (Well 1 North) & 95699-1 (Well 2 South)
Bruce Wilson
SW 93rd St. Rd., Leighton Estates, Block B, lots 5 & 6
AAI5602 (Well 1) & AAI5627 (Well 2)
Well 1 290515.280 / 821031.901
Well 2 290514.787 / 821031.649

This view shows the water plant site with both wells constructed and under development. 01-dec-2004



Jeb Bush
Governor

Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Colleen Castille
Secretary

October 11, 2004

SENT BY E-MAIL
[Rufus#3@earthlink.net]

Leighton Estates c/o Bruce Wilson
720 SE 3rd Street
Ocala, FL 34471

Attention: Mr. Bruce Wilson

Marion County-WSW
Leighton Estates
New Well #1

Dear Mr. Wilson:

This acknowledges receipt of a copy of a public water supply well construction Permit # 95294-1 issued by the St. Johns River Water Management District on September 29, 2004 to serve the subject facility. This water system will be classified as a **community** public water system. This department has the authority to permit and monitor construction and operation of all pumping and treatment equipment as well as distribution facilities. Other local governmental entities might also have requirements which you will need to meet.

In accordance with Chapter 62-555, Florida Administrative Code (F.A.C.), it shall be necessary to provide, and obtain approval for, those items below prior to constructing any of the potable water system (raw water piping, pumping, etc.) beyond the well head:

1. A legible copy of the well contractor's well completion report following completion of the drilling operation.
2. THROUGH A FLORIDA-REGISTERED PROFESSIONAL ENGINEER, a completed application [DEP Form 62-555.900(1), copy enclosed], with one copy of signed and sealed engineering plans, specifications, appropriate fee and related documents (including pump curve and well yield test results) covering this well, pump, and piping, for review towards approval for constructing the remainder of the water system beyond the well head.
3. Results of a chemical analysis of a sample of water from this well performed by a laboratory certified by the State of Florida, Department of Health for the parameters indicated on the next page:

Primary Inorganic Contaminants

Turbidity, NTU*

(*NOTE: Well should be properly developed until a turbidity

level of 1.0 NTU or less is demonstrated)

Pesticides and Polychlorinated Biphenyls (PCBs)

Volatile Organic Compounds

Gross Alpha Radioactivity
Radium 228

Secondary Standards

*Total Sulfide, alkalinity, dissolved iron, & dissolved oxygen (*Note: These are new parameters now required per Rule 62-555.315(5) effective August 28, 2003)

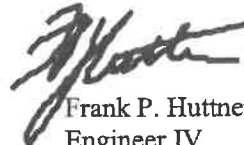
(Also note that Rule 62-555.315(5)(a) now states that direct chlorination shall not be used to remove (i.e., oxidize) 0.3 mg/l or more of total sulfide unless the elemental sulfur formed during chlorination is removed.)

Following disinfection of the well and installation of the permanent pump, results of a 20-sample bacteriological survey will be required. No more than two samples, at least six hours apart, shall be collected per day. The samples of raw water from the well shall be submitted to a laboratory certified by the Department of Health for bacteriological analysis.

4. The "Capacity Development Financial and Managerial Plan, Form 62-555.900(20)" must be completed and submitted along with the application to the Department.

The forms are available at <<http://www.dep.state.fl.us/water/drinkingwater/forms.htm>>.

Sincerely,



Frank P. Huttner
Engineer IV
Drinking Water Permitting

FPH:jo

Attachment

cc: David Muffett, Well Contractor [earlswell@aol.com]
Michael W. Radcliffe, Project Engineer [mikemwreng@earthlink.net]
Virginia Harmon, Capacity Development Coordinator, DEP Tallahassee

EXHIBIT # 10

PWS # 3425108

The system was last inspected in September of 2020.



FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FLORIDA 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

October 21, 2020

Arnaldo Barros, Owner
Leighton Estates
3130 SW 93rd Street Road
Ocala, FL 34476
ATOZ62W47@AOL.com

Re: Leighton Estates
PW Facility ID #3425108
Marion County

Dear Mr. Barros:

Department personnel conducted an inspection of the above-referenced facility on September 11, 2020. Based on the information provided during and following the inspection, the facility was determined to be in compliance with the Department's rules and regulations. A copy of the inspection report is attached for your records, and any non-compliance items which may have been identified at the time of the inspection have been corrected.

The Department appreciates your efforts to maintain this facility in compliance with state and federal rules. Should you have any questions or comments, please contact Talia Ayala at 407-897-4307 or via e-mail at Talia.Ayala@FloridaDEP.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Farris".

Jill Farris, Manager
Central District
Florida Department of Environmental Protection

Enclosure: Inspection Report

cc: Talia Ayala (FDEP)
bromeo@uswatercorp.net;
oshockley@uswatercorp.net;
mrotteveel@uswatercorp.net;

State of Florida
Department of Environmental Protection
Central District

SANITARY SURVEY REPORT

Plant Name LEIGHTON ESTATES WATER SYSTEM County Marion PWS ID # 3425108
Plant Location 3130 SW 93rd Street Road, Ocala, FL 34476 Phone 954-922-0949
Owner Name Arma Water Service, LLC Phone 954-922-0949
Owner Address 900 Washington Street, Hollywood, FL 33019
Contact Person Arnaldo Barros Title Owner Phone 954-922-0949
This Survey Date 4/20/17 Last Survey Date 8/8/14 Last Compliance Inspection Date 7/3/12

PWS TYPE: Community

PLANT CATEGORY & CLASS: 5D

MAX-DAY DESIGN CAPACITY: 65,800 gpd

PWS STATUS: Approved

TREATMENT PROCESSES IN USE

Hypochlorination

SERVICE AREA CHARACTERISTICS

Subdivision _____

Food Service: Yes No N/A

Number of Service Connections 41

Population Served 104 Basis Operator

OPERATION & MAINTENANCE LOG: Yes

Location Water treatment plant

Comments _____

CERTIFIED OPERATOR: Yes

Operator(s) & Certification Class-Number:

Chris Murphy C-21673

Hrs/day: *Required* _____ Visit* *Actual* _____ Visit* _____

Days/wk: *Required* 2 *Actual* 2

Non-consecutive Days? Yes No N/A

Comments *Visits must total 0.2 hr/week

MONTHLY OPERATION REPORTS (MORs)

MORs submitted regularly? Yes No N/A

Data missing from MORs? No Yes N/A

Average Day (from MORs) 15,621 gpd

Maximum Day (from MORs) 35,033 gpd 07/20

Comments _____

Flow Measuring Device _____ Flow Meter _____

Meter Size & Type 2" Sensus

Date Last Calibrated 10/12/20

RAW WATER SOURCE

GROUND; Number of Wells 1

PURCHASED from PWS ID # _____

Emergency Water Source _____

Emergency Water Capacity _____

STANDBY POWER SOURCE: Not Required

Source _____

Capacity of Standby (kW) _____

Switchover: Automatic Manual

Hrs Operated Under Load _____

What equipment does it operate?

Well Pumps _____

High Service Pumps _____

Treatment Equipment _____

Satisfy avg. daily demand? Yes No Unknown

Audio-visual alarm? Yes No

Comments _____

PLANS AND MAPS

Coliform Sampling Plan Yes No N/A

D/DBP Monitoring Plan Yes No N/A

Lead and Copper Plan Yes No N/A

Distribution System Map Yes No N/A

Emergency Response Plan Yes No N/A

Comments _____

PREVENTIVE MAINTENANCE/O&M

Operation & Maintenance Manual Yes No

Preventive Maintenance Program Yes No

Flushing Program Yes No N/A

Records Yes No N/A

Isolation Valve Exercise Yes No N/A

Records Yes No N/A

Comments _____

CROSS CONNECTION CONTROL

BFPAs None noted # Tested Unknown

WWTP RPZ N/A Date Tested N/A

Written Plan Yes Date Unknown

Comments _____

GROUND WATER SOURCE

Well Number (Florida Unique Well ID #)	1 (AAH2549)		
Year Drilled	2004		
Depth Drilled	170'		
Drilling Method	Combination		
Type of Grout	Neat cement		
Static Water Level	Unknown		
Pumping Water Level	40'		
Design Well Yield	96 gpm		
Test Yield	110 gpm		
Actual Yield (if different than rated capacity)	Unknown		
Strainer	Unknown		
Length (outside casing)	135'		
Diameter (outside casing)	5"		
Material (outside casing)	Black steel		
Well Contamination History	None		
Is inundation of well possible?	No		
6' X 6' X 4" Concrete Pad	Yes		
SET BACKS	Septic Tank	>100'	
	Reuse Water	N/A	
	WW Plumbing	>100'	
	Other Sanitary Hazard	None observed	
PUMP	Type	Submersible	
	Manufacturer Name	Jacuzzi	
	Model Number	549019	
	Rated Capacity (gpm)	96	
	Motor Horsepower	10	
Well casing 12" above grade?	Yes		
Well Casing Sanitary Seal	Ok		
Raw Water Sampling Tap	Yes		
Above Ground Check Valve	Yes		
Security	Yes		
Well Vent Protection	N/A		

COMMENTS _____

CHLORINATION (Disinfection)

Type: Gas Hypo
 Make Stenner Capacity 17 gpd
 Chlorine Feed Rate 80%
 Avg. Amount of Cl₂ gas used N/A
 Chlorine Residuals: Plant 0.28 Remote 0.38
 Remote tap location 9516 SW 30th Terrace
 DPD Test Kit: On-site With operator
 None Not Used Daily
 Injection Points Prior to hydropneumatic tank
 Booster Pump Info _____
 Comments _____

STORAGE FACILITIES

(G) Ground (C) Clearwell (E) Elevated
 (B) Bladder (H) Hydropneumatic / flow-through

Tank Type/Number	H
Capacity (gal)	5,000
Material	Steel
Gravity Drain	Yes
By-Pass Piping	Yes
Protected Openings	Yes
Sight Glass or Level Indicator	Yes
PRV/ARV	PRV
Pressure Gauge	No
On/Off Pressure	40/60
Access Secured	Yes
Access Manhole	Yes
Tank Sample Tap Location	On tank
Date of Inspection	6/20
Date of Cleaning	6/20

Comments _____

Chlorine Gas Use Requirements	YES	NO	Comments
Dual System	<input type="checkbox"/>	<input type="checkbox"/>	
Auto-switchover	<input type="checkbox"/>	<input type="checkbox"/>	
Alarms:			
Loss of Cl ₂ capability	<input type="checkbox"/>	<input type="checkbox"/>	
Loss of Cl ₂ residual	<input type="checkbox"/>	<input type="checkbox"/>	
Cl ₂ leak detection	<input type="checkbox"/>	<input type="checkbox"/>	
Scale	<input type="checkbox"/>	<input type="checkbox"/>	
Chained Cylinders	<input type="checkbox"/>	<input type="checkbox"/>	
Reserve Supply	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate Air-pak	<input type="checkbox"/>	<input type="checkbox"/>	
Sign of Leaks	<input type="checkbox"/>	<input type="checkbox"/>	
Fresh Ammonia	<input type="checkbox"/>	<input type="checkbox"/>	
Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	
Room Lighting	<input type="checkbox"/>	<input type="checkbox"/>	
Warning Signs	<input type="checkbox"/>	<input type="checkbox"/>	
Repair Kits	<input type="checkbox"/>	<input type="checkbox"/>	
Fitted Wrench	<input type="checkbox"/>	<input type="checkbox"/>	
Housing/Protection	<input type="checkbox"/>	<input type="checkbox"/>	

AERATION (Gases, Fe, & Mn Removal)

Type _____ Capacity _____
 Aerator Condition _____
 Visible Algae Growth _____
 Protective Screen Condition _____
 Frequency of Cleaning _____
 Date Last Inspected/Cleaned _____
 Comments _____

HIGH SERVICE PUMPS

Pump Number			
Type			
Make			
Model			
Capacity (gpm)			
Motor HP			
Date Installed			

Comments _____

DEFICIENCIES:

Areas of Concern	Rule	Corrective Action	Date Corrected	Significant Deficiency?
No record that the calibration of the finished-drinking-water flow meter has been checked.	62.555.350(2)	The calibration of finished-drinking-water flow meters should be checked at least once every 5 years.	A 10/15/20 email from Bobby Romeo provided documentation showing this was completed 10/12/20	No

MONITORING REMINDER:

- Nitrate and nitrite samples are required to be collected from the point of entry (POE) to the distribution system annually. The 2020 results have been received.
- Monitoring schedules are available on the Central District's website: <https://floridadep.gov/central/central/content/resources-drinking-water-facilities-and-operators>

COMMENTS:

- Contact FRWA (Florida Rural Water Association) at 850-668-2746, or frwa@frwa.net, for free technical assistance with your system. FRWA has extended benefits offered to members.
- Provide documentation that the finished-drinking-water meter has been calibrated at least every 5 years.
 Checking the calibration of finished-drinking-water meters at treatment plants shall be performed in accordance with the equipment manufacturer's recommendations or in accordance with a written preventive maintenance program established by the supplier of water. [Rule 62-555.350(2), F.A.C.]
- Suppliers of water shall submit written notification to the Department before beginning work or alterations to the public water system. Each notification shall be submitted to the appropriate Department of Environmental Protection District Office or Approved County Health Department and shall include the following: a description of the scope, purpose, and location of the work or alterations; and assurance that the work or alterations will comply with applicable requirements listed in Rule 62-555.330, F.A.C. Suppliers of water may begin such work or alterations 14 days after providing notification to the Department unless they are advised by the Department that the notification is incomplete or that a construction permit is required.
- Suppliers of water shall telephone the SWO at 1-800-320-0519 immediately (i.e., within two hours) after discovery of any actual or suspected sabotage or security breach, or any suspicious incident, involving a public water system. [Rule 62-555.350(10)(a), F.A.C.]
- Suppliers of water shall telephone, and speak directly to a person at, the appropriate DEP District Office as soon as possible, but never later than noon of the next business day, in the event of any of the following emergency or abnormal operating conditions:
 - The occurrence of any abnormal color, odor, or taste in a public water system's raw or finished water;
 - The failure of a public water system to comply with applicable disinfection requirements; or
 - The breakdown of any water treatment or pumping facilities, or the break of any water main, in a public water system if the breakdown or break is expected to adversely affect finished-water quality, interrupt water service to 150 or more service connections or 350 or more people, interrupt water service to any one service connection for more than eight hours, or necessitate the issuance of a precautionary "boil water" notice in accordance with the Department of Health's "Guidelines for the Issuance of Precautionary Boil Water Notices" as adopted in Rule 62-555.335, F.A.C. [Rule 62-555.350(10)(b), F.A.C.]
- Suppliers of water shall notify affected water customers in writing or via telephone, newspaper, radio, or television; and telephone, and speak directly to a person at, the appropriate DEP District Office by no later than the previous business day before taking PWS components out of operation for planned maintenance or repair work if the work is

expected to adversely affect finished-water quality, interrupt water service to 150 or more service connections or 350 or more people, interrupt water service to any one service connection for more than eight hours, or necessitate the issuance of a precautionary "boil water" notice in accordance with the Department of Health's "Guidelines for the Issuance of Precautionary Boil Water Notices" as adopted in Rule 62-555.335, F.A.C. [Rule 62-555.350(10)(d), F.A.C.]

- Suppliers of water shall issue precautionary "boil water" notices as required or recommended in the Department of Health's "Guidelines for the Issuance of Precautionary Boil Water Notices" as adopted in Rule 62-555.335, F.A.C. [Rule 62-555.350(11), F.A.C.]

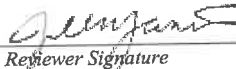


Inspector Signature

Talia Ayala
Printed Name

Environmental Specialist
Title

10/16/20
Date



Reviewer Signature

Jill Farris
Printed Name

Environmental Manager
Title

10/21/20
Date

LEIGHTON ESTATES
2019 Water Quality Report
PWS #3425108

We're pleased to present to you this year's Annual Water Quality Report. This report is designed to inform you about the quality water and services we deliver to you every day. Our constant goal is to provide you with a dependable supply of drinking water. We want you to understand the efforts we made to continually improve the water treatment process and protect our water resources. Our water is obtained from a groundwater source and is chlorinated for disinfection purposes. We have one well that draws water from the Floridan Aquifer.

We are pleased to report that our drinking water meets all federal and state requirements. If you have any questions about this report or concerning your water utility, please contact Teresa Yantis (352) 351-8242. We encourage our valued customer to be informed about their water utility.

The Florida Department of Environmental Protection (FDEP) performed a "Source Water Assessment" on our system in 2019. No potential sources of contamination were identified near our well. The assessment results are available on the DEP Source Water Assessment and Protection Program website at <https://fldep.dep.state.fl.us/swapp>.

Leighton Estates routinely monitors for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2019. As authorized and approved by EPA, the State has reduced monitoring requirements for certain contaminants to less often than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Some of our data, though representative, is more than one year old.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Leighton Estates is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- (A) Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- (B) Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- (C) Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- (D) Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- (E) Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the **Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791**.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

In the table, you may find unfamiliar terms and abbreviations. To help you better understand these terms, we've provided the following definitions.

Maximum Contaminant Level or MCL: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal or MCLG: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that water system must follow.

Maximum Residual Disinfectant Level or MRDL: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal or MRDLG: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

"ND" means Not Detected and indicates that the substance was not found by laboratory analysis.

Parts per billion (ppb) or Micrograms per liter (µg/l): One part by weight of analyte to 1 billion parts by weight of water sample.

Parts per million (ppm) or Milligrams per liter (mg/l): One part by weight of analyte to 1 million parts by weight of water sample.

Picocurie per liter (pCi/L): Measure of the radioactivity in water.

"N/A" means Not Applicable or does not apply.

RADIOACTIVE CONTAMINANTS							
Contaminant and Unit of Measurement	Dates of Sampling (mo/yr)	MCL Violation Y/N	Level Detected	Range of Results	MCLG	MCL	Likely Source of Contaminant
Alpha Emitters (pCi/L)	2/2018	N	4.4	N/A	0	15	Erosion of natural deposits
INORGANIC CONTAMINANTS							
Arsenic (ppb)	2/2018	N	0.5	N/A	0	10	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium (ppm)	2/2018	N	0.006	N/A	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	2/2018	N	0.11	N/A	4	4	Erosion of natural deposits; discharge from fertilizer and aluminum factories. Water additive which promotes strong teeth when at the optimum level of 0.7 ppm
Nitrate (as Nitrogen) (ppm)	7/2019	N	2.2	N/A	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	2/2018	N	9.2	N/A	N/A	160	Salt Water intrusion, leaching from soil
STAGE 1 DISINFECTANTS AND STAGE 2 DISINFECTION BY-PRODUCTS							
For chlorine, the level detected is the highest running annual average (RAA), computed quarterly, of monthly averages of all samples collected. The range of results is the range of results of all the individual samples collected during the past year.							
Contaminant and Unit of Measurement	Dates of sampling (mo/yr)	MCL Violation Y/N	Level Detected	Range of Results	MCLG or MRDLG	MCL or MRDL	Likely Source of Contaminant
Chlorine (ppm)	1/2019 – 12/2019	N	1.17	0.82 – 1.54	MRDLG = 4	MRDG = 4	Water additive used to control microbes
Total Trihalomethanes (TTHM) (ppb)	7/2018	N	5.66	N/A	N/A	MCL = 80	By-product of drinking water disinfection
LEAD AND COPPER (TAP WATER)							
Contaminant and Unit of Measurement	Dates of sampling (mo/yr)	AL Violation Y/N	90 th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	8/2018	N	0.021	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

EXHIBIT # 11

No correspondence that I can find.

I have enclosed a copy of my notification to DEP
concerning the transfer.




APPLICATION FOR
TRANSFER OF A ~~WASTEWATER~~ FACILITY OR ACTIVITY PERMIT
water

Facility ID: 3425108 Date: 1/11/21
Facility Name: Arma Water Services
Facility Address: 3101SW 98th St.rd. Ocala Florida
Permit No.: 95 699-1 Date Issued: 2005 Date Expired: _____

NOTIFICATION OF SALE OR LEGAL TRANSFER

Permittee Name: Leighton Estates Utilities, LLC
Title: MICHAEL SMALLRIDGE- MANAGING MEMBER
Mailing Address: 5911 Trouble Creek Rd. New Port Richey, FL. 34652
Phone (optional): 863-904-5574 Email (optional): MIKE@FUS1LLC.COM

I hereby notify the Department of the sale or legal transfer of this ~~wastewater~~ ^{water} facility or activity under Rule 62-620.340(2), F.A.C. Further, I agree to assign my rights as permittee to the proposed permittee in the event the Department agrees to the transfer of permit.

Date of proposed transfer: 1/4/21
Date Signed: 1/11/21 
Signature of Existing Permittee

REQUEST FOR TRANSFER OF PERMIT

Applicant Name: Michael Smallridge
Title: Sole managing memebrr
Mailing Address: 5911 Trouble Creek RD.New Port richey, FL. 34652
Phone (optional): 863-904-5574 Email (optional): mike@fus1llc.com

I hereby certify that I have examined the application and the documents submitted by the existing permittee which are the basis of this permit that was issued by the Department. I state that they accurately and completely describe the permitted facility or activity. Further, I state that I am familiar with the permit and I agree to comply with its terms and conditions. I agree to assume the rights and liabilities contained in the permit and the statutes and rules under which it was issued. I also agree to promptly notify the Department of any future change in ownership of or responsibility for this facility or activity.

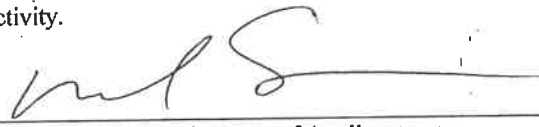
1/11/21 
Date Signed Signature of Applicant

EXHIBIT # 12

None

EXHIBIT # 13

In the attached tariff, the company is requesting the addition of a \$5.00 late fee and a returned check fee in accordance with Florida Statutes.

WATER TARIFF

LEIGHTON ESTATES UTILITIES, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

LEIGHTON ESTATES UTILITIES, LLC
NAME OF COMPANY

5911 Trouble Creek Rd.

New Port Richey, FL 34652
(ADDRESS OF COMPANY)

(727) 937-3293
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

WATER TARIFF

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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

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

LEIGHTON ESTATES UTILITIES, LLC
WATER TARIFF

ORIGINAL SHEET NO. 3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 652-W

COUNTY – Marion

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

Order Number

Date Issued

Docket Number

Filing Type

PSC-10-0552-PAA-WU

09/03/2010

090366-WU

Original Certificate

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

DESCRIPTION OF TERRITORY SERVED

Leighton Estates Utilities, LLC
Marion County
Leighton Estates Water Service Area

Section 23, Township 16 South, Range 21 East

A portion of Section 23, Township 16 South, Range 21 East, more particularly described as follow:

The SW quarter of the NE quarter;

The NW quarter of the SE quarter;

The North 600 feet of the SW quarter of the SE quarter.

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheets No.</u>
Marion	Leighton Estates	GS, RS	12.0, 13.0

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - 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 "CERTIFICATE" - 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 "COMMUNITIES SERVED" - 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 "COMPANY" - The shortened name for the full name of the utility which is ARMA WATER SERVICE, LLC
- 6.0 "CUSTOMER" - 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 "CUSTOMER'S INSTALLATION" - 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 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - 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 "SERVICE" - 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 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - 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 "TERRITORY" - 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

MANAGING MEMBER
TITLE

INDEX OF RULES AND REGULATIONS

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Application	7.0	3.0
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MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - 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 TARIFF DISPUTE - 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 APPLICATION - 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 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - 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 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - 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 DELINQUENT BILLS - 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

MANAGING MEMBER
TITLE

(Continued from Sheet No. 7.0)

9.0 CONTINUITY OF SERVICE - 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 LIMITATION OF USE - 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 CHANGE OF CUSTOMER'S INSTALLATION - 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 PROTECTION OF COMPANY'S PROPERTY - 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

MANAGING MEMBER
TITLE

(Continued from Sheet No. 8.0)

- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - 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.

Notwithstanding 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 ACCESS TO PREMISES - 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 RIGHT-OF-WAY OR EASEMENTS - 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 CUSTOMER BILLING - 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 TERMINATION OF SERVICE - 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

MANAGING MEMBER
TITLE

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - 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 UNAUTHORIZED CONNECTIONS - WATER - 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 METERS - 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 ALL WATER THROUGH METER - 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 ADJUSTMENT OF BILLS - 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 ADJUSTMENT OF BILLS FOR METER ERROR - 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 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - 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

MANAGING MEMBER
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
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

MANAGING MEMBER
TITLE

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.
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 21.75
1"	\$ 54.38
1 1/2"	\$ 108.75
2"	\$ 174.00
Charge per 1,000 gallons	\$ 1.64

MINIMUM CHARGE - Base Facility Charge
TERMS OF PAYMENT - 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 18, 2021
TYPE OF FILING - 2020 Price Index

MICHAEL SMALLRIDGE
ISSUING OFFICER
MANAGING MEMBER
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 21.75
1"	\$ 54.38
1-1/2"	\$ 108.75
2"	\$ 174.00

Charge per 1,000 gallons \$ 1.64

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - 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 18, 2021

TYPE OF FILING - 2020 Price Index

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

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:

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$50.00	\$50.00

ADDITIONAL DEPOSIT - 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).

REFUND OF DEPOSIT - 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 - June 30, 2015

TYPE OF FILING - Reorganization to conform to model tariff

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

METER TEST DEPOSIT

METER BENCH TEST REQUEST - 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.

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

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

METER FIELD TEST REQUEST - 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.

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

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.

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

NORMAL RECONNECTION - 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.

VIOLATION RECONNECTION - 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.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - 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.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$25.00	\$50.00
Normal Reconnection Charge	\$25.00	\$50.00
Violation Reconnection Charge	\$25.00	\$50.00
Premises Visit Charge (in lieu of disconnection)	\$25.00	\$50.00
Late Payment Charge	\$5.00	
NSF Check Charge	Pursuant to Section 68.065, F.S.	

EFFECTIVE DATE - Upon approval

TYPE OF FILING - Transfer

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges	19.0
Service Availability Policy	18.0

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

SERVICE AVAILABILITY POLICY

The utility charges a tap in fee and meter installation charge for new connections. In addition, future connections are required to donate on-site and off-site water lines.

EFFECTIVE DATE – June 30, 2015

TYPE OF FILING – Reorganization to conform to model tariff.

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

SERVICE AVAILABILITY CHARGES

<u>Description</u>	<u>Amount</u>
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" meter service	\$875.00
1" meter service	\$875.00
1 1/2" meter service	\$875.00
2" meter service	\$875.00
Over 2" meter service.....	\$875.00
 <u>Meter Installation Charge</u>	
5/8" x 3/4"	\$125.00
All other meter sizes	Actual Cost

EFFECTIVE DATE – June 30, 2015

TYPE OF FILING – Reorganization to conform to model tariff

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

INDEX OF STANDARD FORMS

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

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

WATER TARIFF

APPLICATION FOR WATER SERVICE

Name _____ Telephone number _____

Billing Address _____

_____ City State zip

Service address _____

_____ City State zip

Date water service should begin _____

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 will 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 25-3-.320, Florida Administrative Code. Any unauthorized connections to the customer's water service will 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 Florida 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 will 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 1 day prior to the date the Customer desires to terminate service.

Sign Date

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

LEIGHTON ESTATES UTILITIES, LLC
WATER TARIFF

ORIGINAL SHEET NO. 22.0

COPY OF CUSTOMER'S BILL

MICHAEL SMALLRIDGE
ISSUING OFFICER

MANAGING MEMBER
TITLE

Leighton Estates Utilities, LLC

5911 Trouble Creek Rd.
New Port Richey, FL 34652
727-937-3293

**Utility Bill
Duplicate**

Original Billing Date

2/1/2021

Today's Date

2/16/2021

Amount Paid

Account Number	Original Due Date	Service Address
3071ST	2/21/2021	3071 S.W. 94th St.

Detach Top and Return With Payment

Service		Meter Readings		Consumption	Mtr Mult	Estimated
From	To	Previous	Current			
12/31/2020	1/27/2021	491420	493450	2030	X 1	No
					Residential Use	\$3.29
					Residential Base	\$21.45

Sub Total	\$24.74
Previous Balance	\$0.00
Late Fee	\$0.00
Total Amount Owed	\$24.74
If Payment is made after due date amount due	\$24.74

For questions call 727-937-3293 or email
UTILITYBILL@FUS1LLC.COM
For Emergency and After Hours call 727-937-3293.
You can pay by phone or online with Payclix.
<http://payclix.com/LeightonEstatesUtilities>

PLEASE CALL 811 BEFORE YOU DIG.

Customer Name	
Account	Org Due Date
3071ST	2/21/2021

EXHIBIT 14

ARMA's calculated Net Book value is \$204,181(ESTIMATE) as of 12/31/20 based on the sellers filed annual reports.

EXHIBIT # 15

Buyer is in the process of obtaining tax returns from the seller.

EXHIBIT # 16

See enclosed schedule.

**Exhibit
Economies of Scale
Rule 25-30.037(2)(v)**

If the buyer owns other water or wastewater utilities that are regulated by the Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer's other utilities.

Below is a schedule of other utilities regulated by the PSC which are owned by the buyer of Leighton Estates Utilities, LLC.

FUS1 System		FUS1 Customer Base (# of services billed)						Common Cost (2 Inc(Dec)	
		@12/31/20			@12/31/20				
		Customers	Allocation	Common Cost	Customers	Allocation	Common Cost		
ALT	Alturas	56	1.65%	\$16	56	1.61%	\$16	(\$0)	-2.22%
CCU	Charlie Creek	166	4.89%	\$49	166	4.78%	\$48	(\$1)	-2.22%
CMU	College Manor (1)	55	1.62%	\$16	55	1.58%	\$16	(\$0)	-2.22%
CRU	Crestridge	614	18.09%	\$181	614	17.69%	\$177	(\$4)	-2.22%
EMU	East Marion	113	3.33%	\$33	113	3.26%	\$33	(\$1)	-2.22%
HGU	Holiday Gardens	456	13.44%	\$134	456	13.14%	\$131	(\$3)	-2.22%
HHU	Heather Hills	353	10.40%	\$104	353	10.17%	\$102	(\$2)	-2.22%
LEU	Leighton Estates	0	0.00%	\$0	77	2.22%	\$22	\$22	
LYU	Lake Yale	408	12.02%	\$120	408	11.75%	\$118	(\$3)	-2.22%
MGU	McCleod Gardens	98	2.89%	\$29	98	2.82%	\$28	(\$1)	-2.22%
OLU	Orange Land	72	2.12%	\$21	72	2.07%	\$21	(\$0)	-2.22%
PCU	Pinecrest	143	4.21%	\$42	143	4.12%	\$41	(\$1)	-2.22%
SSU	Sunny Shores	262	7.72%	\$77	262	7.55%	\$75	(\$2)	-2.22%
SUN	Sunrise	257	7.57%	\$76	257	7.40%	\$74	(\$2)	-2.22%
SVU	Suwannee Valley (1)	24	0.71%	\$7	24	0.69%	\$7	(\$0)	-2.22%
WLW	West Lakeland	317	9.34%	\$93	317	9.13%	\$91	(\$2)	-2.22%
		3394	100.0%	\$1,000	3471	100.0%	\$1,000	\$0	

(1) - SVU & CMU are located in Columbia County which are non-jurisdictional.

The buyer is the majority shareholder of Florida Utility Services 1, LLC (FUS1). The economy of scales exists by the sharing of administrative cost from FUS1 through the operation, maintenance, customer service and management of all the utilities owned by FUS1. The administrative cost includes management, maintenance, accounting, regulatory compliance and miscellaneous administrative services provided for all utility systems. The common cost is allocated to each system on the number of customers billed. With the acquisition of more utilities the common costs for each of the individual systems is reduced and the share of the common costs to be allocated to the individual systems is minimized.

The schedule provided above reflects the individual utility cost savings for each utility system based on \$1,000 of FUS1 common cost assuming the addition of 77 customers for the Leighton Estates System.