

FLORIDA PUBLIC SERVICE COMMISSION

**INSTRUCTIONS FOR COMPLETING EXAMPLE
APPLICATION FOR TRANSFER TO A GOVERNMENTAL AUTHORITY**

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.038, Florida Administrative Code)**

General Information

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.038, Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

Instructions

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
3. The completed application and attached exhibits should be mailed to:

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

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APPLICATION FOR TRANSFER TO A GOVERNMENTAL AUTHORITY

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.038, Florida Administrative Code)**

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

The undersigned hereby makes application for acknowledgement of the transfer of all or part of the utility's water and/or wastewater facilities in Polk _____ County, Florida, and cancellation or amendment of Water Certificate No. 583-W _____ and/or Wastewater Certificate No. _____ 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:

Park Water Company

Utility Name

25 First Avenue North

Office Street Address

Lake Wales Florida 33859

City State Zip Code

N/A

Mailing Address (if different from Street Address)

N/A N/A N/A

City State Zip Code

(863) 232-7777 (N/A) -

Phone Number Fax Number

59-0944791

Federal Employer Identification Number

parkwaterco@aol.com

E-Mail Address

http://parkwaterco.com

Website Address

583-W

N/A

Water Certificate No.

Wastewater Certificate No.

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

Anthony J. Staiano

Name

5019 Lake in the Woods Blvd

Mailing Address

Lakeland

Florida

33813

City

State

Zip Code

(863) 412-3859

(N/A) -

Phone Number

Fax Number

ParkWaterCo@aol.com

E-Mail Address

- C) Contact Information for Governmental Authority. The name, address, telephone number, and if applicable, fax number, and e-mail address of the governmental authority.

City of Lake Wales, Florida

Governmental Authority's Name

201 W. Central Ave.

Office Street Address

Lake Wales

Florida

33859

City

State

Zip Code

(863) 678-4182

(863) 678-4180

Phone Number

Fax Number

jslaton@lakewalesfl.gov

E-Mail Address

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

James Slaton

Name

201 W. Central Ave.

Mailing Address

Lake Wales

Florida

33859

City

State

Zip Code

(863) 678-4182

(863) 678-4180

Phone Number

Fax Number

jslaton@lakewalesfl.gov

E-Mail Address

PART II TRANSFER OF FACILITIES

A) DESCRIPTION OF SALE/TRANSFER AGREEMENT

- 1) Exhibit A Purchase and Sale Agreement - Provide the date on which the governmental authority assumed ownership or proposes to assume ownership, operation, management, or control of the utility. The transfer of facilities, or any portion thereof, from a regulated utility to a governmental authority shall be effective as of the date the governmental authority assumes ownership, operation, management, or control.

On or about February 18, 2021

- 2) Exhibit A Purchase and Sale Agreement - Provide a copy of the contract or other document transferring the utility system to the governmental authority.

- 3) Exhibit B -Statement of Delivery of Annual Report - Provide a statement that the governmental authority obtained from the utility or Commission the most recent available annual report.

Seller represents that it has provided to the City of Lake Wales, Florida, the most recent available annual report for Seller.

- 4) Exhibit C - Disposition of Customer Deposits and Interest Thereon - Provide a statement describing the disposition of customer deposits and interest thereon.

City will assume the custody of consumer deposits and interests thereon at Closing by reduction of the purchase price by the amount of such deposits and interest.

- 5) Exhibit D - Disposition of Outstanding Regulatory Assessment Fees, Fines or Refunds owed - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines or refunds owed. The transfer of a regulated utility to a governmental authority shall not affect the utility's obligation to complete payment of regulatory assessment fees pursuant to Rule 25-30.120, F.A.C.

Seller represents that there are no outstanding regulatory assessment fees, fines or penalties owed as of the date of this application.

B) DESCRIPTION OF FACILITIES NOT TRANSFERRED

If a utility is transferring only a portion of its facilities to a governmental authority, it must provide the following additional information:

- 1) Exhibit N/A - A list of any utility assets not transferred to the governmental authority, if such remaining assets constitute a system providing or proposing to provide water or wastewater service to the public for compensation.
- 2) Exhibit N/A - A legal description of the territory not transferred to the governmental authority in the format prescribed in Rule 25-30.029, F.A.C.
- 3) Exhibit E Map - An official county tax assessment map or other map showing township, range, and section with a scale such as 1" = 200' or 1" = 400', with the remaining territory plotted thereon, consistent with the legal description provided in II.B.1.b. above.
- 4) Exhibit F - Water Tariff - A tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.038, 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.

PART III SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:



Applicant's Signature

Anthony J. Staiano, President

Applicant's Name (Printed)

President

Applicant's Title

February 18, 2021

Date

EXHIBIT A

PURCHASE AND SALE AGREEMENT

AGREEMENT FOR PURCHASE AND SALE

OF

WATER UTILITY SYSTEM ASSETS

by and between

PARK WATER COMPANY, INC.

Seller

and

CITY OF LAKE WALES, FLORIDA

Buyer

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

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER UTILITY SYSTEM ASSETS ("Agreement") is made and effective as of the 29th day of July, 2020 ("Effective Date"), by and between Park Water Company, Inc., a corporation organized and existing under the laws of the State of Florida, and the successor to Crooked Lake Park Water ("Seller"), and the City of Lake Wales, Florida, a municipal corporation of the State of Florida ("City" or "Buyer"). The shareholders of Seller, Anthony James Staiano and Jennifer Lynn Staiano, as the sole equity holders and owners of Seller ("Shareholders"), join this Agreement for the purpose of making certain express representations and warranties set forth herein.

WHEREAS, Seller has been granted a certificate and authorization by the Florida Public Service Commission ("FPSC") to provide potable water services in a defined area within Polk County, Florida more specifically identified in Seller's tariff currently on file with the FPSC and described in **Appendix B-2** ("Water Service Area"); and

WHEREAS, Seller is engaged in the business of owning, managing and operating a water supply, treatment, storage, conveyance and distribution system ("Water System") for the sale and delivery of potable water to customers in the Water Service Area (the "Business"); and

WHEREAS, the City has the power and authority to provide water service and desires to purchase, receive and acquire substantially all of the Water System assets and ancillary assets, properties, rights, authorizations, permits, certificates, licenses, and interests used in the Business, and Seller desires to sell, transfer, convey and assign to the City all right, title and interest in and to such Water System assets and the Business which the City desires to acquire; and

WHEREAS, the parties acknowledge and agree that, in addition to other conditions precedent to the obligations of Seller to sell and deliver the Water System assets to be acquired by the City and the City to purchase and accept such Water System assets, the City must close on and receive the proceeds from certain grant(s), loans and/or financing transactions on terms acceptable to Buyer in its sole discretion in order to be able to fund the purchase price and acquire the Water System assets; and

WHEREAS, pursuant to Section 180.301, Florida Statutes, the City held a public hearing on July 21, 2020, concerning the proposed purchase and sale of the Water System assets, and made a determination that such purchase and sale is in the public interest; and

WHEREAS, the City, in determining whether such purchase and sale of the Water System assets is in the public interest, considered factors including but not limited to those set forth in Section 180.301, Florida Statutes; and

WHEREAS, the Shareholders, as the sole equity holders and owners of Seller, will derive substantial benefit from the purchase and sale of the Water System assets and consummation of the transactions contemplated by this Agreement; and

WHEREAS, Seller agrees to sell the Water System assets described herein to the City free and clear of all liens, claims, security interests, financing statements and encumbrances except agreed upon permitted encumbrances for the consideration and on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and the City hereby agree as follows:

1. RECITALS AND DEFINED TERMS.

(a) The foregoing recitals are true and correct and are incorporated herein.

(b) Defined Terms. Capitalized terms used herein shall have the following meanings:

"Affiliate" of a specified person or entity means any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the person or entity specified. For purposes of this Agreement, the Shareholders and other person owning an interest in Seller, if any, shall be considered an "Affiliate" of Seller.

"Agreement" is defined in the first paragraph, and includes all appendices, schedules, exhibits and attachments hereto.

"Assumed Liabilities" is defined in Section 3(a).

"Business" is defined in the recitals.

"Buyer" is defined in the first paragraph.

"City" is defined in the first paragraph.

"Closing" means the closing of the transactions contemplated by this Agreement at which the Purchased Assets are sold, transferred, conveyed, assigned and delivered to and accepted and acquired by the City, the Purchase Price is paid by the City to Seller and all of the documents executed by Seller and the City at the escrow Closing are released from escrow and any other certificates, resolutions, affidavits, instruments and documents contemplated by this Agreement and as reasonably necessary are delivered to the parties.

"Closing Date" is defined in Section 11(a).

"Commission" means the City Commission of the City of Lake Wales, Florida.

"Connection Charges" means plant capacity, transmission line capacity, or other unit connection fees paid for connection to and/or availability of utility capacity.

"Contracts" is defined in Section 2(d)(ix).

"Developer Agreement" means any of the agreement designated as developer agreements in **Appendix E**.

"Effective Date" is defined in the first paragraph.

"Environmental Law" means any statute, law, code, regulation, ordinance, injunction, direction, guidance, rules, judgment, order, or other decree of any federal, state, regional or local governmental authority pertaining to the protection of human health safety and the environment, including but 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.) and the regulations, rules and directives promulgated pursuant thereto.

"Excluded Assets" means those assets, properties, rights, interests and benefits which are not purchased, accepted, assumed or acquired by the City hereunder, which includes but is not limited to those assets, properties, rights and interests, both tangible and intangible, real and personal, of Seller identified as "Excluded Assets" in **Appendix M**, which shall not be sold, conveyed, assigned, or transferred by Seller to the City or purchased, accepted, assumed or acquired by the City pursuant to this Agreement.

"Excluded Liabilities" means those obligations and liabilities of Seller which are retained by Seller and not assumed by Buyer hereunder, which includes those obligations and liabilities of Seller which are not expressly, specifically assigned to or assumed by the City hereunder, which excluded obligations and liabilities of Seller include but are not limited to the following: (i) any obligation or liability of Seller arising out of or resulting from the ownership, control, operation and maintenance of the Water System or Purchased Assets or the conduct of the Business prior to the Closing; (ii) any liability of Seller arising under or related to this Agreement or any other agreement, contract, instrument or certificate relating to this Agreement; (iii) any claims, demands, actions, obligations and liabilities relating to any Excluded Assets; (iv) any obligations and liabilities arising out of or relating to any agreements, contracts, leases, licenses, purchase orders and other instruments to which Seller is a party or by which it is bound that are not expressly, specifically assigned to and assumed by the City hereunder; (v) claims, demands, actions, obligations and liabilities arising out of, relating to or resulting from a negligent act or omission, willful misconduct, violation of law and/or breach of obligations by Seller and/or its officers, directors, employees, Affiliates, agents, representatives and contractors or the Shareholders; (vi) any indebtedness, liabilities or obligations of Seller arising out of or relating to financial, tax, service, contractual, warranty, indemnity or other obligations of Seller or the Shareholders, except as may be expressly and specifically described in this Agreement; (vii) any tax, assessment, exposure, fine, penalty, sanction, liability, contribution or act of any kind whatsoever imposed or required by any third party, including a governmental body or taxing agency, whether known or unknown, contingent, liquidated or not liquidated, or arising or accruing under contract, law, tort, ordinance, law, regulation or otherwise, which is not expressly, specifically assumed by the City hereunder as an Assumed Liability; and (viii) any obligation or liability for accrued or current salaries, compensation or benefits of any kind related to Seller's construction, operation, maintenance or repair of the Water System and Purchased Assets and conduct of the Business prior to the Closing.

"FPSC" is defined in the recitals.

"Hazardous Substances" means any substance or material regulated by any federal, state, regional or local governmental authority under any Environmental Law as a hazardous substance, hazardous waste, pollutant, contaminant, toxic waste, toxic substance or similar substance, including petroleum and petroleum products, by-products or breakdown products.

"Law" means any statute, law, code, regulation, ordinance, injunction, directive, guidance, rule, judgment, order, decree, or policy (to the extent mandatory) or any similar form of decision or determination by, or any interpretation or administration of, any of the foregoing by any governmental authority having jurisdiction over (i) any party to this Agreement, (ii) the Purchased

Assets, (ii) the Business, (iv) the ownership, management, operation and maintenance of the Water System, or (v) supply, distribution, delivery and sale of potable water].

"Liens" is defined in Section 5(e).

"Permits" is defined in Section 2(d)(iv).

"Permitted Encumbrances" is defined in Section 7(e).

"Purchased Assets" is defined in Section 2(d).

"Purchase Price" is defined in Section 2(b).

"Real Property" is defined in Section 2(d)(i).

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment of Hazardous Substances (i) by Seller or by any Affiliate, operator, contractor, service provider, vendor, supplier or customer of Seller; (ii) caused by or resulting from any action, failure to act or omission by Seller or any Affiliate, operator, contractor, service provider, vendor, supplier or customer of Seller; (iii) at or from any property owned, leased, licensed, occupied, used or operated by Seller.

"Seller" is defined in the first paragraph.

"Seller Closing Indebtedness" means Seller's indebtedness as of immediately prior to Closing the payment and satisfaction of which is secured by a mortgage, deed of trust, Lien, financing statement, security interest or other encumbrance on all or any of the Purchased Assets, which is described in **Appendix L**.

"Seller Transaction Expenses" means (i) all of the unpaid fees and expenses owed and unpaid as of the Closing by Seller or any Affiliate to its attorneys, accountants, financial advisors, consultants, professionals, and other advisors in connection with the transactions contemplated by this Agreement, and (ii) other payment owed by Seller at Closing.

"Shareholders" is defined in the first paragraph.

"Tax" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge, imposition or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereof imposed, assessed or collected by or under the authority of any governmental body or payable under any tax-sharing agreement or any other contract.

"Water Service Area" is defined in the recitals.

"Water System" is defined in the recitals.

(c) Construction and Interpretation. Words that indicate a singular number shall include the plural in each case and vice versa; words that import a person shall include natural persons as well as legal entities, firms and corporations; the terms "herein," "hereunder," "hereby," "hereof," and similar terms, shall refer to this Agreement as an integrated whole; the term "heretofore" or similar words shall mean before the Effective Date; and the term "hereafter" or

similar words shall mean on or after the Effective Date; and words that reference only one gender shall include all genders. All references in this Agreement to Appendices, Schedules, Sections, and clauses refer to the corresponding Appendices, Schedules, Sections, and clauses of this Agreement, unless expressly provided otherwise. The word "including" (in its various forms) means "including, without limitation." References to any person include the successors and permitted assigns of that person. References to any applicable Law refer to such Law as amended, modified, supplemented, or replaced from time to time. Unless the context otherwise requires, all references to days means calendar days. Unless otherwise specifically indicated, any reference herein to "dollar(s)" or "\$" means U.S. dollars.

(d) Representation by Counsel. Each party acknowledges that it has been represented by counsel and other advisors and consultants of its choice throughout all negotiations that have preceded the execution of this Agreement and that it has executed this Agreement and transaction documents with the advice of such counsel. Each party and its counsel cooperated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged between the parties shall be deemed the work product of the parties and may not be construed against or in favor of any party by reason of its preparation. Accordingly, any rule of Law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party that drafted it is of no application and is hereby expressly waived.

2. COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS.

(a) Purchase and Sale. At the Closing, Seller shall sell, grant, transfer, convey, assign and deliver to the City, and the City shall purchase, accept, acquire and receive from Seller, the Purchased Assets free and clear of all Liens except Permitted Encumbrances upon the terms and subject to the conditions set forth in this Agreement.

(b) Purchase Price. In consideration for the sale, grant, transfer, conveyance, assignment and delivery to the City of the Purchased Assets, the City shall assume the Assumed Liabilities and, in accordance with this Section 2, pay (the aggregate amount of such payment, collectively, the "Purchase Price") to Seller, at the Closing, the amount of Five Million Dollars and no/cents (\$5,000,000.00) minus the sum of (A) the Seller Closing Indebtedness (which shall be paid by Escrow Agent to the payees of such Seller Closing Indebtedness), (B) the Seller Transaction Expenses (which shall be paid by the Escrow Agent to the payees owed such expenses by Seller), and (C) the pro-rations and adjustments set forth in this Agreement. The Purchase Price shall be due and payable by the City to Seller in immediately available funds at Closing, by wire transfer, pursuant to wire instructions to be provided in writing by Seller to the City and the Escrow Agent no less than five (5) business days prior to Closing, which instructions shall also certify and confirm the amount of the Seller Closing Indebtedness and the Seller Transaction Expenses and wire instructions for payment of such amounts from proceeds of the Purchase Price.

(c) Asset Warranty. Except as otherwise represented, covenanted and warranted by Seller and Shareholders herein and in other agreements, instruments, certificates and documents executed in connection with the transactions contemplated by this Agreement, including certificates or affidavits executed by each Shareholder regarding the operation, state of repair and condition of the Purchased Assets which comprise the Water System assets, the City will purchase the Purchased Assets "As-Is" "Where-Is" subject to "All Disclosed Faults." Such certificates or

affidavits shall be delivered to the City within thirty (30) days of the effective date and shall either (i) disclose all facts, events, circumstances, conditions, occurrences or faults known to the Shareholders adversely affecting the physical condition, capacity, performance, function, reliability, and/or level of service of the Water System or any of the Purchased Assets, or (ii) affirmatively state that no such facts, events, circumstances, conditions, occurrences or faults are known to the Shareholders.

(d) Assets Purchased. "Purchased Assets" shall mean all of Seller's right, title, and interest as of the Closing in, to, and under all of the assets, properties, rights, authorizations, permits, certificates, licenses and interests of every kind and nature, whether real, personal or mixed, tangible or intangible, wherever located, and whether now existing or hereafter acquired, which are used or held for use primarily in connection with, or otherwise relating to, the Water System assets and the Business, other than the Excluded Assets, as follows:

(i) the real property owned by Seller or in which Seller has a leasehold interest and the buildings, facilities, installations, structures, and improvements located thereon that are identified in **Appendix A** ("Real Property");

(ii) all easements, licenses, prescriptive rights, rights-of-way, and rights to use public and private roads, highways, streets, canals, and other areas identified in **Appendix B-1** and operate, maintain, repair, replace and use the Water System assets and conduct the Business in the Water Service Area identified in **Appendix B-2** (which appendix includes a legal description of the Water Service Area and a map showing all buildings, facilities, installations, structures, improvements and major components of the Water System);

(iii) all water supply, treatment, storage, distribution, and conveyance systems, facilities and processes used in or held for use primarily in connection with the ownership, management, operation and maintenance of the Water System and conduct of the Business, including pumps, generators, motors, wells, tanks, transmission mains, distribution mains, supply pipes, interconnection facilities, fittings, valves, meters, meter boxes, instruments, controls, sensors, service connections and all other such facilities, equipment and property installations as identified in **Appendix C**;

(iv) all permits (including but not limited to water use permits issued by the Southwest Florida Water Management District), licenses, authorizations, certificates, entitlements, privileges, consents, approvals, franchises, concessions, grants, ordinances, and all rights to construct, operate, maintain, repair, replace, extend, expand, alter and connect to all or any portion of the Water System and conduct the Business ("Permits"); together with all rights, interests, benefits and privileges granted to Seller under the Permits as identified in **Appendix D**. **Appendix D** also identifies any of the foregoing which are Excluded Assets or are not transferable or for which third party consents or approvals are necessary for assignment and transfer by Seller to the City;

(v) spare and replacement parts, special tools and items of inventory owned by Seller on the Closing Date which are fit for use and used or useful in connection with the operation and maintenance of the Water System and conduct of the Business which shall be maintained at levels consistent with good industry practice between the Effective Date and the Closing Date, and which are listed in **Appendix G**;

(vi) all supplier lists, customer records, customer complaints and inquiry files, customer metering and billing hardware and software, maps, surveys, engineering documents, reports, operation, maintenance, repair and warranty records, plans, manuals, training materials, warranties, guarantees, performance assurances and related or similar information, data and documentation relating to the Water System and the Business in the possession, custody or control of Seller or any Affiliate, including any ownership interests, licenses and use rights of Seller with respect thereto, and any rights of Seller to obtain original versions or copies of such items from contractors, suppliers, vendors or other third parties;

(vii) all record drawings and as-built drawings for all buildings, improvements, treatment facilities, storage tanks, generators, pumps, motors, meters, and equipment of the Water System, including rights of Seller to obtain copies of such items from third parties;

(viii) all rights, benefits, entitlements and interests of Seller under any Developer Agreements or other agreements relating to or associated with any expansion, extension or enlargement of the Water System or customer base as identified in **Appendix E** to this Agreement;]

(ix) all rights, licenses, benefits, interests and privileges of Seller under the contracts, agreements, memorandum of understanding, letters of intent, purchase orders, lease agreements, warranties, guarantees, and indemnities relating to the management, operation, maintenance and repair of the Water System and conduct of the Business ("Contracts") which are expressly identified in **Appendix F** as being assumed by the City. **Appendix F** also lists as excluded contracts or leases which are Excluded Assets or are not transferable or for which third party consents or approvals are necessary for assignment by Seller and assumption thereof by the City;

(x) all causes of action and defenses of Seller against third parties (including with respect to indemnification and contribution) to the extent related to any Assumed Liabilities;

(xi) all prepaid expenses, credits, advance payments, claims, refunds, rights of recovery, rights of set-off, deposits, charges, sums, and fees made, held or possessed by Seller to the extent related to any of the Purchased Assets or the Assumed Liabilities;

(xii) all of Seller's rights under warranties, indemnities, performance assurances and all similar rights against third parties to the extent related to any of the Purchased Assets or the Assumed Liabilities;

(xiii) all insurance benefits, including rights and proceeds, arising from or relating to any of the Purchased Assets or the Assumed Liabilities;

(xiv) all intellectual property owned, licensed or available for use by Seller for operation and maintenance of the Water System and conduct of the Business; and

(xv) all goodwill and the going concern value of the Business.

(e) "Excluded Assets". Purchased Assets do not include the "Excluded Assets," as follows:

(i) Cash, bank accounts, equity and debt securities of any nature, and deposits maintained by Seller with any governmental authority;

(ii) Escrow and other provisions made by Seller for payment of federal and state Taxes, and other obligations to governmental authorities, including regulatory assessment fees, which shall be Seller's obligation and responsibility to pay in their entirety through the Closing Date;

(iii) The equipment, materials and supplies owned by Seller and used to operate, maintain and repair the Water System which are identified as excluded assets in **Appendix H**;

(iv) The name and Florida corporation known as **Park Water Company, Inc.** and related domain names, logos and signage owned or used by Seller;

(v) Contracts, agreements, leases, licenses, loans, guarantees and other arrangements or commitments of Seller which the City does not expressly assume (as identified in **Appendix F**), including those between Seller and Affiliates or officers, directors, employees, agents, representatives, or related persons and entities, employment agreements, consulting agreements, management agreements, contracts that cannot be assigned, Permits that cannot be assigned; and policies of insurance of Seller relating to the period after Closing.

3. **LIABILITIES.**

(a) **Assumed Liabilities.** On the Closing Date, the City shall assume and agree to discharge only the following obligations and liabilities of Seller (the "Assumed Liabilities"):

(i) Liabilities to the customers of the Water System incurred after the Closing Date for which the operative event, occurrence, act, omission or failure to act giving rise to the liability occurred exclusively after the Closing Date;

(ii) Liabilities of the City under this Agreement, or under any other agreement or instrument executed by the City and Seller in connection with this Agreement;

(iii) Liabilities of the City to third parties with regard to the operation and maintenance of the Purchased Assets and conduct of the Business incurred after the Closing Date based solely on the City's acts, omissions or failures to act after the Closing Date;

(iv) Liabilities arising from the ownership, operation and maintenance of the Purchased Assets by the City after the Closing Date.

(b) **Excluded Liabilities.** On the Closing Date Seller shall retain and remain liable for (and the City does not assume or accept), the Excluded Liabilities.

(c) **Conduct of Business.** As a material inducement to Seller to execute this Agreement, perform its obligations, covenants and duties and consummate the transactions, at the Closing, subject to Seller performing any transition services or activities contemplated by this Agreement, covenants to Seller to commence water service to the Water Service Area in the course of the City's water utility business, and the City shall use reasonable efforts to extend service in a manner consistent with the Developer Agreements assigned pursuant to this Agreement and attached hereto as **Appendix E**.

4. **DUE DILIGENCE.** As of the Effective Date, the City has performed due diligence with respect to the potential feasibility, viability, benefit and risk of the acquisition of the Purchased

Assets and assumption of Assumed Liabilities. The City reserves the right to conduct additional due diligence inspections with regard to the operation, state of repair and condition of the Water System and the Purchased Assets during the period ending sixty (60) days after the Effective Date. The parties agree that descriptions of Purchased Assets, Assumed Liabilities, Excluded Assets, and Excluded Assets set forth in the Appendices hereto may be corrected or changed by mutual agreement of the parties or on the basis of the City's due diligence during the sixty (60) day period, without execution of a formal amendment to the Agreement otherwise required under Section 13(b). At the end of such sixty (60) day period, the City may terminate this Agreement in its reasonable discretion by delivering notice of its termination to Seller; otherwise, the City shall be deemed to have waived the right to terminate this Agreement on the basis of facts regarding the condition of the Water System assets that would have otherwise been discovered by the conduct of due diligence using a reasonable level of care and diligence. Such notice shall be delivered by U.S. Mail to the Seller at the addresses indicated in Section 13 hereof, and shall be considered delivered as of the postmark date. In addition to such right the City shall have the right during the period thirty (30) days from the Scheduled Closing Date to complete its due diligence and inspect the Water System and Purchased Assets to verify the extent to which Seller has performed, observed and satisfied the covenants herein relating to the operation, maintenance, repair and condition of the Water System assets and the Business. Upon a termination of this Agreement by the City under this Section 4, Seller and the City shall have no liability and no further obligation to the other party under this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. As a material inducement to the City to execute this Agreement and perform its obligations and consummate the transactions contemplated hereunder, Seller represents and warrants to the City (and the Shareholders join the representations and warranties (a), (b), (d), (g), (h), (k), (m), (n) and (q)) as follows:

(a) Seller Status. Seller is a duly organized, validly existing corporation, and is active and in good standing under the laws of the State of Florida. Seller has all requisite right, power and authority and has taken all requisite corporate and other action necessary to (i) execute and deliver this Agreement and the other transaction documents; (ii) perform, pay and observe all of the terms, covenants and conditions of this Agreement and the other transaction documents; (iii) obtain all consents, approvals, exceptions, waivers, and authorizations necessary for the execution, delivery and performance of this Agreement and the other transaction documents and consummation of the transactions contemplated by this Agreement and such other documents; and (iv) consummate the transactions contemplated by this Agreement and the other transaction documents.

(b) Board and Shareholder Approval. The Board of Directors of Seller and the Shareholders of Seller, in accordance with (i) the articles of incorporation, bylaws, other organizational and governance documents of Seller, (ii) agreements among Seller and/or Shareholders, and (iii) applicable Laws, have determined that consummation of the transactions contemplated by this Agreement is in the best interest of the Shareholders and Seller, and duly approved Seller entering into, executing, delivering, and performing this Agreement and consummating the transactions contemplated by this Agreement and the other transaction documents.

(c) Valid Obligations. This Agreement constitutes, and all agreements, instruments, certificates, deeds and other documents to be executed by Seller with respect to this Agreement

and the consummation of the transactions contemplated by this Agreement and the other documents will constitute, when executed and delivered, lawful, valid and binding obligations of Seller, enforceable in accordance with their terms.

(d) No Violation. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement and the other documents will not breach or violate any provision of Law, the rules and regulations of the FPSC or order or decree of any court or government agency applicable to Seller, the Water System, the Business or Purchased Assets, the articles of incorporation, by-laws or other organizational or governance documents of Seller, or any certificate, indenture, loan agreement, mortgage, pledge, security agreement, financing statement or other instrument to which Seller is a party, or by which it or its properties is bound.

(e) Real Property Owner. Seller is the sole legal and beneficial owner of the Real Property and has good, marketable and insurable title to the Real Property. All Real Property has been accurately and completely identified in **Appendix A**. The Real Property is subject to no mortgage, deed of trust, option, right of first offer, right of refusal, sale agreement, deed of trust, pledge, lien, charge, covenant, security interest, financing statement, encumbrance, or restriction ("Liens"), except Permitted Encumbrances and those that will be satisfied or released by the Closing as listed on **Appendix A**. At Closing, Seller shall deliver to the City title to the Real Property free and clear of all Liens whatsoever, other than Permitted Encumbrances.

(f) Control. Seller has access to and exclusive occupancy, possession, management, control, use and ownership of all Real Property, the Water System and the Purchased Assets. All parts of the Water System are located within the Real Property identified in **Appendix A** and the property interests identified in **Appendix B-1**. Seller's occupancy, possession, operation and use of the Real Property is not in breach, non-compliance with or violation of any applicable Laws, including as relate to wellhead protection, zoning, land use or other applicable requirements, nor are there any encroachments of any kind related to the Real Property, except as are specifically, expressly identified in **Appendix K**.

(g) Share Ownership. The books of account, minute books and other records of Seller relating to ownership, pledge and transfer of shares of stock or other equity interests in Seller (or their equivalents), all of which have been made available to the City, are true, complete and correct in all material respects and have been maintained in accordance with applicable Laws and good business practices. The Shareholders are the only shareholders of Seller, and no other person or entity owns any shares of stock of Seller and equity or otherwise ownership interest in Seller or has any right or interest therein or thereto or any right, whether by option, right of first refusal, right of first offer, warrant, exchange or subscription agreement or otherwise, to acquire any stock, equity, assets, interest in or property of Seller, or any right, power or control with respect to management, policy and direction of Seller, its operations or the Business.

(h) Asset Ownership. Seller is the sole legal and beneficial owner of the Purchased Assets. Seller has good and marketable title to all Purchased Assets free and clear of all Liens except Permitted Encumbrances. Seller has no knowledge of the existence of any option, right of first refusal, right of first offer, warrant, agreement, instrument, claim, demand, action, fact or circumstance which will prevent or impede Seller from selling, assigning, transferring, conveying and delivering all of the Purchased Assets to the City at Closing free and clear of any Lien except the Permitted Encumbrances related to Real Property.

(i) Contracts. Seller has delivered to the City complete copies of the contracts, agreements, options, purchase orders and other instruments and documents identified in **Appendix F** and the finance documents relating to the Seller Closing Indebtedness which is described in **Appendix L**, which are all of the agreements (written or oral) to which the Seller is a party or by which Seller or the Water System assets are bound, and Seller is not in breach, default or non-compliance with the terms, conditions, covenants, representations and warranties of any such agreements, instruments or documents.

(j) Environmental Law Compliance.

(i) Seller, the Water System, the Business and the Purchased Assets are in compliance with all applicable Environmental Laws and Seller has no obligation or liability thereunder, and no basis exists for Seller to believe that any such obligation or liability exists or may come into existence, except as specifically disclosed in **Appendix I**.

(ii) Seller has obtained, maintained and observed and complied with the terms of all Permits, consents, licenses and authorizations required, or has submitted application renewals for such Permits in a timely manner, including under applicable Environmental Laws, necessary for the operation, maintenance and repair of the Water System, conduct of Business and the distribution or sale of potable water and the delivery of utility services to customers by and from the Water System.

(iii) The Water System and the Purchased Assets are in compliance with all Laws, Permits, licenses and other authorizations relating to (A) the ownership, operation, maintenance and repair of the Water System, (B) the nature, level and quality of services, and (C) the distribution and sale of potable water and the delivery of utility services to customers of the Water System.

(iv) Seller has received no oral or written notice within the last five (5) years of any violations, non-compliances or potential or alleged violations of applicable Laws, Permits or authorizations (including any applicable Environmental Law) relating to the Water System and the Business except as identified in **Appendix I**.

(v) There is no Hazardous Substance located on, at or under the Real Property or migrating onto or from the Real Property in violation of any Environmental Law;

(vi) No Real Property is the subject of federal, state, or local enforcement actions or investigations that may lead to fines, penalties, orders, decrees and/or claims against Seller for clean-up costs, remedial work, damages to natural resources, or for personal injury claims or property damages or damages to natural resources.

(vii) No written or verbal notification of an actual, imminent or a threatened Release of a Hazardous Substance has been made or filed by or on behalf of Seller, an Affiliate or by any third party with respect to the Water System or any of Purchased Assets.

(viii) No Hazardous Substance has been Released by Seller in violation of Environmental Law at, on, or under any Water System property.

(k) Lawsuits. Except as provided in **Appendix J**, there are no current actions, suits, investigations, audits, or dispute resolution or regulatory proceedings, at law or in equity, pending or, to Seller's and Shareholder's knowledge, threatened against the Seller, any Shareholder, or any Affiliate, officer or director of Seller before any court, administrative, regulatory or governmental

agency or instrumentality, which affect or the adverse outcome of which would affect the ownership, possession, management, administration, control, use, operation, repair and maintenance of the Water System and the right, power, authority, capability and ability of Seller (i) to deliver potable water distribution and sale services in the Water Service Area; (ii) sell, transfer, assign, convey and deliver any of the Purchased Assets to the City or enter into, execute and deliver this Agreement and other agreement, instrument, certificate or document relating to the transactions contemplated by this Agreement; and (iii) perform, pay and observe the obligations terms, covenants and conditions of this Agreement and the other transaction documents. Seller represents and warrants that it has and shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial, regulatory, administrative suits, actions, audits, investigations, proceedings and orders which in any way relate to the Water System or any Purchased Assets.

(l) Taxes Paid. Seller has timely withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, shareholder, Affiliate, or other third party, and all forms, returns, declarations and responses required with respect thereto have been properly completed and timely filed. Seller does not have any liability for Taxes of another person by contract or otherwise.

(m) Employees. Seller is in compliance with all Laws regarding employment of persons hired, employed or engaged by Seller to provide labor, work or services in connection with the administration, management and operation of the Water System and conduct of the Business. Seller acknowledges and agrees that the City does not accept or assume any obligation, duty, liability or responsibility arising out of, related to or associated with employment of or contracting with any such persons prior to, at or after Closing, and that Seller shall retain through and after Closing all obligations, duties, liabilities and responsibilities with regard to past and current employees of Seller and that any claim, demand, action, obligation or liability arising therefrom or related thereto shall be Excluded Liabilities.

(n) Evaluation of Transaction. As of the Effective Date, Seller and the Shareholders have each conducted its/his/her own independent assessment and evaluation of the transactions contemplated by this Agreement and the potential risks and uncertainties associated with such transactions, and each acknowledges and agrees that: (i) in making the decision to recommend, approve and/or enter into this Agreement and to consummate the transactions contemplated by this Agreement, it/he/she has relied upon and will rely upon attorneys, accountants, advisors and professionals retained by it/him/her and its/his/her own assessment and evaluation, and the express representations and warranties of the City set forth herein; and (ii) neither the City, its officers, officials, employees, representations, agents nor any other person has made any other representation or warranty, express or implied with regard to the City, this Agreement, other transaction documents or the transactions contemplated by this Agreement except as expressly, specifically set forth herein.

(o) Third Party Consents. Seller has no knowledge of any fact or circumstance which will prevent Seller from securing prior to the Closing all required Lien releases, authorizations, consents, waivers, releases and approvals from third parties necessary to consummate the transactions contemplated by this Agreement in accordance with the terms hereof or that are necessary or useful for the ownership, operation and use of the Water System and the Purchased Assets and conduct of the Business by the City.

(p) Condition of Assets. All of the Purchased Assets constituting physical assets have been maintained in accordance with the rules, regulations, requirements and standards of the Florida Department of Environmental Protection and the Florida Department of Health and are in good operating condition and repair, ordinary wear and tear excepted. Seller, Shareholders and Affiliates have no knowledge of facts, events, circumstances, conditions, occurrences or faults adversely affecting the physical condition, capacity, performance, function, reliability, and/or level of service of the Water System or any of the Purchased Assets which have not been expressly disclosed in writing by Seller to the City in connection with Buyer's due diligence activities.

(q) Solvency. Seller is solvent and has sufficient assets and capital to carry on its business as it is now conducted and to perform its obligations hereunder. No petition or notice has been presented, no order has been presented or made and no resolution has been passed for the bankruptcy, liquidation, reorganization, winding-up or dissolution of Seller. No receiver, trustee, custodian or similar fiduciary or custodian has been appointed over the whole or any part of the Water System or the Purchased Assets or the income of Seller.

(r) Intellectual Property. The operation of the Water System and Purchased Assets and the conduct of the Business does not infringe, misappropriate, or dilute any intellectual property rights of any third party, and there is no claim, demand, action or proceeding pending or threatened in which it is asserted that Seller has infringed, misappropriated, or diluted any intellectual property rights of any third party.

(s) No Brokers. Seller does not have any contract, arrangement or understanding with any broker or other intermediary with respect to the transactions contemplated by this Agreement, and no broker or sales commissions or finder's fees are due or payable as a result of the execution or performance of this Agreement or consummation of the transaction contemplated hereby.

(t) Accurate Representations. No representation or warranty made by the Seller in this Agreement or in any other agreement, deed, instrument, certificate, or document executed or delivered in connection with the transactions contemplated by this Agreement contains or will contain any untrue or incorrect statement of material facts or omits to state any material fact required to make the statements herein or therein not misleading.

6. REPRESENTATIONS AND WARRANTIES OF THE CITY. As a material inducement to Seller to execute this Agreement and to perform its obligations hereunder, the City represents and warrants to Seller as follows:

(a) The City is a validly existing political subdivision under the laws of the State of Florida and has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.

(b) The execution, delivery and performance of this Agreement by the City will not violate any provision of Law, order of any court or governmental authority applicable to the City, nor any indenture, agreement, or other instrument to which the City is a party, or by which it is bound.

(c) The City has held and made, or will use reasonable efforts to hold and make, all necessary public hearings, findings and resolutions required to authorize the City's acquisition and purchase of the Purchased Assets and the execution and performance of this Agreement by the City in a manner and at the times duly required by applicable Laws and all other appropriate

governmental actions required to be taken by the City will have been duly taken prior to the Closing.

(d) The City has fulfilled and complied with or will prior to the Closing used reasonable efforts to fulfill and comply with the applicable provisions of Section 180.301, Florida Statutes, relative to the purchase of the Water System and Purchased Assets by a governmental agency.

(e) The execution, delivery and performance of this Agreement and the consummation by the City of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the City. Assuming the due authorization, execution and delivery by Seller, this Agreement constitutes a valid and legally binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that the enforceability thereof may be limited by sovereign immunity, any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion of a court of competent jurisdiction in accordance with general principles of equity.

7. TITLE INSURANCE AND PERMITTED ENCUMBRANCES.

(a) Within forty-five (45) days after the Effective Date, the City shall obtain a current title insurance commitment in favor of the City issued by a title company licensed to do business in the State of Florida selected by the City, covering the Real Property (and all or a portion of the **Appendix B-1** easements as may be designated by the City), and encompassing legal and physical access from a dedicated public road, street, or highway, which access is insurable under the title policy, which shall be in an amount equal to the Purchase Price. The cost of the title insurance commitment and title insurance policy shall be borne by the City. The title insurance commitment shall commit the insurer to issue a loan policy and an owner's title insurance policy to the City covering the Real Property (and all or a portion of the **Appendix B-1** easements as may be designated by the City), substantially in accordance with the ALTA Standard Owner's Form B, reflecting title to the Real Property to be marketable and insurable, except for the Permitted Encumbrances, the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as the standard survey exception (based on a current survey for all or portions of the Real Property), and materialman's liens and mechanics liens, if there are no such liens at the time of Closing. Seller, Affiliates and the Shareholders shall execute at, or prior to Closing, in favor of the City and the title insurance company, all forms, certificates, estoppels, or affidavits required by the title insurance company including the appropriate mechanic's lien affidavit and "Gap" affidavit, sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

(b) The City shall provide written notice to Seller no more than forty-five (45) days after receipt of the title insurance commitment of any alleged defect in Seller's title to the Real Property. Such notice shall include all exceptions, Liens, easements, covenants, restrictions or other defects in Seller's title to the Real Property, which render or may render Seller's title to the Real Property (i) unmarketable in accordance with standards adopted by The Florida Bar, (ii) uninsurable, or (iii) inadequate for water utility purposes and uses of the Real Property by the City. Seller shall have thirty (30) days after receipt of the City's notice to eliminate the objections to title set forth in the City's notice. If Seller fails to deliver title as herein provided, then the City may:

(i) Accept whatever title Seller is able to convey with no abatement of the Purchase Price; or

(ii) Reject title and terminate this Agreement with no further liability of either party to the other.

(c) The City may not object to title by reason of the existence of the Seller Closing Indebtedness described in **Appendix L** or any mortgage, encumbrance, covenant, restriction or other Lien or other matter that (i) may be satisfied with a payment of money and for which Seller gives written notice to the City that Seller elects to do so by paying same at or prior to the Closing Date and provides assurances to the satisfaction of the City of the ability of Seller to pay or cause payment thereof; (ii) any mechanic's lien or other Lien that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and Seller advises the City that Seller elects to do so at or prior to Closing and provides assurances to the satisfaction of the City of the ability of Seller to pay or cause payment thereof; or (iii) the title insurance company issuing the title insurance commitments affirmatively insures over.

(d) Seller shall provide to the City a copy of any detailed survey of the Real Property (as well as any parcel upon which a well is located), that Seller has in its possession within thirty (30) days after the Effective Date. The City shall have the right, but not the obligation, to request a new survey on the Real Property or well site. Costs incurred by the City to procure a new survey shall be borne by the City.

(e) As used herein, "Permitted Encumbrances" include the following:

(i) All present and future building restrictions, zoning regulations, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

(ii) Easements and restrictions of record which do not impair, impede, restrict or diminish the access to or use of the Real Property or the Water Service Area, the conduct of the Business or the operation of the Water System for all intended purposes and intended levels of service.

(iii) Any drainage canal, mineral, road, or other reservation of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, none of which, however, shall impair, impede, restrict or diminish the use of the Real Property or the operation of the Water System for all intended purposes and levels of service.

(iv) Any Lien, including any right to lien, for services, labor or material, mortgage or other similar obligation, that will be satisfied or discharged by Seller at or prior to Closing.

8. CONDITIONS PRECEDENT TO CLOSING. The obligations of each party to close the transactions contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

(a) Conditions precedent for the City and Seller:

(i) Neither party is prohibited by judgment, writ, order, injunction, decree or other Law from consummating all or any part of the transactions contemplated by this Agreement.

(ii) There is not pending or threatened on the Closing Date any lawsuit, action or proceeding that could (A) prohibit the purchase, transfer, conveyance, assignment, acquisition or sale of any of the Purchased Assets or consummation of all or any part of the transactions contemplated by this Agreement, (B) prohibit the City or Seller from closing the transaction or the City from financing and paying the Purchase Price, or (C) limit, inhibit or restrict in any manner the City's conduct of the Business or access to, use, title, control, enjoyment or possession of any of the Real Property, the Water System or any other Purchased Assets.

(iii) Each of the parties has performed, satisfied and fulfilled all of the obligations, covenants and commitments and executed and/or made delivery of all commitments, policies, instruments, certificates, affidavits, estoppels, opinions, deliverables and documents required to be performed, made, provided or delivered by it under this Agreement or any other transaction document, and the Shareholders have executed and delivered to the City all certificates and affidavits necessary in connection with the transactions contemplated by this Agreement.

(iv) There has been no material adverse change in the capacity, physical condition, functionality, location, performance or operation of the Water System or Water Service Area, Water System assets or the other Purchased Assets. For purposes of this Agreement, a "material adverse change" shall mean a transfer, alteration, repair, replacement, disposition, loss or damage to the Purchased Assets that materially reduces: (A) the value, functionality, reliability, performance or operation of the Purchased Assets in the aggregate for the delivery of water service to customers; or (B) the ability to operate the Water System in the Water Service Area as operated by Seller prior to the Closing Date and/or as intended to be operated by the City.

(v) All warranties and representations of the other party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.

(b) Conditions precedent to the City's obligation to close:

(i) The City shall have conducted due diligence with respect to the Water System and the Purchased Assets and the findings and results thereof shall be satisfactory to the City in its absolute and sole discretion.

(ii) The City shall have arranged, obtained and closed on financing of the purchase of the Purchased Assets on terms and conditions acceptable to the City in its absolute and sole discretion.

9. PRE-CLOSING CONDUCT; COVENANTS. Prior to the Closing Date, Seller covenants to the City as follows:

(a) During the period between the Effective Date and the Closing Date, Seller shall:

(i) not (and shall not permit or cause any of its Affiliates, Shareholders, officers, directors, employees, agents, representatives, contractors, consultants or advisors to) solicit, initiate, encourage, entertain, make or accept offers with respect to the sale of

all or any part of the Water System or the Purchased Assets or shares of stock or other ownership or control interests in Seller;

(ii) Operate, maintain, repair and replace the Water System and Purchased Assets, conduct the Business, maintain books, records and accounts, and provide services to customers in a normal and ordinary manner in accordance with applicable Laws, Permits, governmental authorizations, industry standards and contractual obligations to ensure that the condition, capacity and performance of the Water System and Purchased Assets remain in all material respects unchanged, normal wear and tear and usage excepted;

(iii) Confer with the City prior to purchasing, leasing, disposing or encumbering of any Water System assets, property, rights or interests or implementing operational decisions (A) of a material nature which are not in the ordinary course of business or (B) which may constitute a waiver or relinquishment of any rights, benefits, remedies or privileges or assumption an obligation or liability by the City following the Closing, and refrain from implementing any such decision without the prior written consent of the City;

(iv) Promptly notify the City of any oral or written notification or communication received by Seller, any Shareholder or any Affiliate or related person of Seller, from any person, entity, or governmental agency of any existing or potential Environmental Law violation relating to the Water System, any of the Purchased Assets or Seller;

(v) Provide the City and its designees with reasonable access to the business premises, Real Property, the Water System, Purchased Assets, Seller's customer and operations books and records, maintenance and repair logs and records, employees, contractors, vendors, consultants, major customers, managers, officers, and agents on reasonable advance notice (one business day) and during business hours;

(vi) Promptly notify the City of any event, activity, condition, circumstance, fact or occurrence that causes any representation or warranty of Seller to be inaccurate, incomplete or untrue or has, or may have, a material adverse effect upon the capacity, condition, operation or performance of the Water System or any of the Purchased Assets or conduct of the Business, the compliance of the Purchased Assets and the Water System with applicable Laws, or the transactions contemplated by this Agreement;

(vii) Not enter into or suspend, terminate or materially modify any contract, oral or written, relating to the Water System or Purchased Assets without the prior written consent of the City after review of the proposed contract or modification delivered to the City by Seller;

(viii) Without the prior written consent of the City, not enter into any new Developer Agreements or modify any existing developer agreements. Copies of any proposed new or modified developer agreements shall be promptly delivered to the City and shall not be signed by Seller without prior written consent from the City; and

(ix) Seller shall maintain adequate insurance coverage for the cost of any replacement of or repairs to the Water System and the Purchased Assets or interruption of the conduct of the Business that may arise out, result from or be required as a result of casualty damage or event of force majeure. The risk of loss with regard to the Water

System and the Purchased Assets prior to the Closing shall remain with the Seller and shall only pass to the City on the Closing.

(b) The City reserves the right to obtain within thirty (30) days after the Effective Date a Phase I Environmental Site Assessment ("ESA") (and a subsequent Phase II ESA if the City determines that one is necessary based on the Phase I survey results) of each parcel comprising the Real Property. Seller shall provide access to the Water System and books, records and documents reasonably requested by the City in connection with the conduct of the ESA by the engineering firm undertaking the ESA no more than twenty (20) days after such request. The City shall pay for the ESA. If such ESA discloses the presence of any Hazardous Substance, the City shall notify Seller within ten (10) business days of receipt of such ESA, and subject to the right of the City to rescind, cancel and/or terminate this Agreement, Seller shall perform such cleanup and remediation as is necessary hereunder provided that the cost thereof does not exceed \$50,000 or require more than twenty (20) days to complete and the cleaning and remediation is performed to the satisfaction of the City. Upon Seller's inability, refusal or failure to perform cleanup and remediation, the City may elect to either (i) terminate this Agreement, in which event neither party shall have any further obligation or liability to the other; or (ii) proceed to Closing with an equitable reduction of the Purchase Price.

(c) Seller acknowledges that the City is relying on the representations, warranties, obligations, and covenants of Seller, the accuracy of the Seller's books, records, accounts and contracts, and upon the City's own due diligence investigation in entering into this Agreement. Seller shall promptly provide access to all properties and facilities and personnel (including personnel of contractors, vendors, service providers and consultants) and all documents, data and information reasonably requested by the City. In addition to its other rights, the City shall have the right to terminate this Agreement for any actual or potential defects, deficiencies, adverse conditions, or problems or inaccurate disclosures by Seller discovered by the City which are not remedied by Seller to the City's reasonable satisfaction prior to Closing. The City shall provide Seller with written notice of such termination within thirty (30) days after any such disclosing by Buyer. No access, entry, inspection, review or other activity of the City in the conduct of due diligence shall relieve, release, alter, discharge or diminish the representations, warranties, obligations and covenants of Seller or the Shareholders or the City's reliance thereon.

10. TERMINATION OF AGREEMENT.

(a) In addition to other circumstances as described herein, this Agreement may be terminated (i) by mutual written agreement of the parties, (ii) by either party if the transactions contemplated hereby have not closed by March 2, 2021 for reasons other than the breach of such party in the performance of its obligations, covenants and commitments hereunder, or (iii) as provided in Sections 10(b) and (c).

(b) The City may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

(i) The failure in any material respect prior to Closing, of any conditions precedent to Closing, set forth in Section 8.

(ii) Any material breach of this Agreement by Seller, including, but not limited to, a material breach of any representation, warranty or certification by Seller, any Affiliate or any Shareholder, if Seller has not cured such breach to the City's satisfaction by the

earlier of ten (10) days after notice from the City or the Closing Date unless the date for cure has been expressly extended by the City in writing.

(c) Seller may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

(i) The failure, in any material respect prior to Closing, of any of the conditions precedent to Closing set forth in Section 8.

(ii) Any material breach of this Agreement by the City, including, but not limited to, a material breach of any representation or warranty, if the City has not cured such breach within sixty (60) days after notice from Seller or such longer period of time reasonable under the circumstances, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Seller.

(d) Within thirty (30) days after the occurrence event, condition or circumstance for which this Agreement may be terminated, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other party, otherwise it will be deemed to have waived such right to terminate this Agreement therefor.

(e) Upon the termination of this Agreement, the following shall occur:

(i) This Agreement shall be void and have no effect, except that nothing shall relieve a party from liability for any breach or default of this Agreement or any accrued obligation or liability hereunder.

(ii) If, for any reason other than the failure of Seller to make title to the real property to be conveyed hereunder marketable after diligent effort, Seller fails, neglects or refuses to perform this Agreement, the City's rights and remedies therefor shall include, but not be limited to, seeking specific performance without thereby waiving any action for damages or other remedy arising out of or resulting from Seller's breach, default or nonperformance.

(iii) To the extent permitted by Florida law, each party shall return all documents of the other party, including copies, in its possession to the other party, as the case may be, subject to retention of a copy of such documents for reporting, archival, regulatory, tax, accounting, public record, dispute resolution, compliance or other reasonable purpose.

(iv) Except as otherwise expressly, specifically provided in this Agreement, each party shall be responsible for payment of its own attorney's fees and other professional and advisor fees and other costs, expenses and charges of any nature whatsoever incurred prior to the termination of this Agreement.

11. CLOSING DATE AND CLOSING.

(a) This transaction shall close on or before November 2, 2020, at City Hall, Lake Wales, Florida. This deadline may be extended at the option of either party for up to two (2) additional ninety (90) day periods to accommodate any required regulatory or other required consents or approvals or for the City to secure and close financing on terms acceptable to it in its absolute sole discretion; provided that notice of such party of its exercise of such option is given before the then-current deadlines. As used in this Agreement, the term "Closing Date" shall mean 12:00 a.m. the date that this transaction is closed.

(b) At Closing:

(i) The City shall pay the Purchase Price (from which the Seller Closing Indebtedness and Seller Transaction Expenses shall be paid), subject to any adjustment as provided herein.

(ii) Seller shall convey title to all of the Real Property to the City by Special Warranty Deed free of all Liens or encumbrances whatsoever (including any Liens securing the Seller Closing Indebtedness) other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed, transferred and assigned by Seller to the City by bill of sale, deed or other title document, and assignment and assumption instruments, free and clear of all Liens or encumbrances, whatsoever. Seller shall further provide to the City at and after Closing such releases, consents, approvals and waivers and instruments of transfer, conveyance, assignment and delivery executed by the Seller and/or the Shareholders, as applicable, as shall be, in the reasonable opinion of the City, necessary or appropriate to transfer the Purchased Assets in accordance with this Agreement and, when necessary or desirable, in recordable form.

(iii) Seller shall assign to the City its right, title and interest in those easements, licenses, and other rights and interests identified in **Appendix B-1**.

(iv) Seller and the City shall enter into separate Assignment and Assumption Agreements with respect to the contracts and agreements which the City expressly elects and agrees to assume from the Contracts identified in **Appendix F**.

(v) Real property and personal property Taxes on the Purchased Assets and any other applicable Taxes, shall be prorated as of the Closing Date, and Seller shall be required to pay its pro rata share at Closing. All other Taxes, assessments and regulatory assessment fees accrued or owed by Seller as of the date of Closing with respect to the Water System and Purchased Assets shall remain the obligation of Seller. All other Taxes and assessments imposed or attempted to be imposed from and after the date of Closing with respect to the Purchased Assets, if any, shall be the obligation of the City to the extent not subject to an immunity or exemption in favor of the City.

(vi) Documentary stamps, recording fees, if any, to record the deeds and any other fees, assessments or charges and related instruments necessary to deliver title to Purchased Assets to the City shall be paid by the Seller.

(vii) Connection Charges received by Seller prior to Closing shall be retained by Seller if a structure has been built, a physical connection to the Water System has been made, and utility service initiated prior to Closing. Connection Charges paid to Seller prior to Closing for which no such connection has been made shall be paid over to the City at Closing. Connection Charges paid after Closing shall be retained by the City including if paid to or received by Seller, an Affiliate or Shareholder. A schedule of Connection Charges paid to Seller in the form of **Appendix E** shall be updated by Seller as of the Closing Date and provided to the City.

(viii) In addition to payment of the Purchase Price, Seller shall receive payment for ninety percent (90%) of its accounts receivable (less than sixty (60) days old) for monthly water service, net of any credit balances as of the Closing Date. Seller shall furnish to the City, not less than thirty (30) days prior to Closing (with updates for any new

customers), an updated listing of its accounts by customer and individual amounts due receivable for bills rendered in the ordinary course of business. Additionally, an estimate of the gross revenue for water service rendered but not yet billed as of the Closing Date, prepared on the basis of a methodology consistent with good industry practice and agreed by the parties, shall be provided by Seller to the City no less than five (5) business days prior to Closing. Upon approval and acceptance by the City, seventy-five percent (75%) of such unbilled revenue shall be a credit (payment) to Seller on the Closing statement. The City shall be entitled to all fees, charges, rents, rates and revenues collected on or after the Closing.

(ix) All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.

(x) Except as expressly set forth herein and as relates to Seller Transaction Expenses which are to be paid by the Escrow Agent at Closing, each of the parties shall pay the fees of its own engineers, accountants, attorneys, financing parties, and professional advisers or consultants in connection with the negotiation, preparation, execution and performance of this Agreement and any documents, and any activities associated with the Closing.

(xi) All bills, invoices and requests for payment of any kind for labor, services, licenses, use rights, materials and supplies of any kind rendered, furnished or provided in connection with the construction, operation, maintenance, repair, replacement and expansion or alteration of the Water System prior to Closing, up to and including the Closing Date, shall be paid by Seller on or prior to Closing.

(xii) The City shall assume the liability for the Water System customer deposits upon receipt from Seller, and at Closing Seller shall, by electronic transfer or other process agreed by the parties, transfer to the City all customer deposits and accrued interest thereon, together with the list of names, addresses, account numbers and account balances of all customers for whom such deposits have been collected and corresponding amounts of such deposits and accrued interest for each customer through Closing.

(xiii) Seller shall retain all Excluded Assets and Excluded Liabilities, including obligations and liabilities of Seller to third parties arising out of or relating to events, occurrences, conditions and circumstances prior to Closing.

(xiv) Each party shall deliver to the other party a certificate certifying that:

(A) The party is not prohibited or restrained by judgment, order, writ, decree or Law from consummating and closing any of the transactions contemplated by this Agreement.

(B) There is not pending or threatened on the Closing Date any lawsuit, action, investigation, audit or proceeding that materially prevents or hinders the ability of such party to consummate and close the transactions contemplated hereby.

(C) All warranties and representations of such party contained in this Agreement are true and correct in all material respects as of the Closing Date.

(xv) Seller shall deliver to the City, in a form acceptable to the City, an opinion of Seller's counsel addressed to the City to the effect that:

(A) Seller is validly organized, existing and its status is active under the laws of the State of Florida and Seller has the right, power and authority to enter into this Agreement and perform its obligations, duties and covenants hereunder.

(B) This Agreement has been duly and validly executed and approved by Seller and is a valid and binding agreement of Seller and enforceable against Seller.

(C) The execution, delivery and performance of this Agreement and consummation of the transactions contemplated herein will not violate Seller's organization and governance documents, any agreement of or binding on, or any regulation, rule, order, decree or other Law applicable to Seller, the Business, the Water System, its property or its Affiliates or Shareholders.

(xvi) The parties shall execute the transition documents, including those forms which are Appendices to this Agreement.

(c) Seller, its Affiliates and the Shareholders jointly and severally agree to pay in full and discharge all of the Excluded Liabilities at or immediately after the Closing, in accordance with their stated terms, as applicable, and in a manner that does not have an adverse impact or effect on the City, operation of the Purchased Assets, the Water System or the City's utility system, or any relationships of the City with customers, bondholders, contractors, governmental authorities or other persons.

(d) The City, as a governmental body and by law, is entitled to PSC approval of the sale of the Purchased Assets to the City as a matter of right. Seller shall prepare all documents necessary to notify PSC of the execution of this Agreement and the Closing and shall file such documents promptly upon execution of this Agreement and the Closing, as applicable. Seller shall use all reasonable efforts to obtain PSC approval of the sale, and agrees to pay all fees and costs incurred incident to any dealings with the PSC. The parties acknowledge and agree that the City is not subject to any jurisdiction by the PSC; however, the City will, in its sole discretion, reasonably cooperate with Seller in connection with Seller's proceedings with the PSC associated with the sale of the Purchased Assets.

12. POST CLOSING COOPERATION.

(a) Further Assurance. Each of Seller and the City, after the Closing Date, upon reasonable written request of and at no cost to the other party, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further acts, deeds, agreements, instruments, powers of attorney, documents and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties under and consummate the transactions contemplated by this Agreement, and to enable the City to own, operate, repair and maintain the Purchased Assets and Water System and provide water service in the Water Service Area in accordance with all applicable Laws, Permits, regulations, and governmental authorizations and good utility practices.

(b) Tax Payment. Each of Seller and the City shall provide the other, at the other's cost and expense (including attorney's fees), with such assistance as reasonably may be requested in writing in connection with the preparation of any tax return, audit or other examination by any taxing authority or any regulatory, judicial or administrative proceedings relating to liability for Taxes relating to the transactions contemplated by this Agreement, including reasonable access

during regular business hours to any and all necessary documentation and/or records. The party requesting assistance hereunder shall reimburse the other party for reasonable costs and expenses and attorney's fees incurred in providing such assistance.

(c) Transition Service. Seller agrees to provide reasonable assistance to the City to transition the administration (including customer services and accounting functions) and operation of the Water System and Purchased Assets for a period of one hundred twenty (120) days after the Closing Date. The City shall reimburse Seller for reasonable actual out of pocket costs or expenses, without markup, incurred by Seller in performance of any such services provided by it at the written request of the City under this Section 12(c) which are pre-approved by the City in writing.

(d) Customer Billing. Seller shall cooperate and coordinate with the City to ensure an orderly transition of all of Seller's water utility customers with respect to billing and customer service activities, including working with the City prior to Closing on a compatible format for transfer of customer data. The parties agree that the City will be entitled to all customer billings and payments by customers of such billings with respect to Water System services for the period on or after the Closing Date, and Seller will be entitled to all such billings with respect to Water System services prior to the Closing Date except as otherwise set forth in Section 11(b)(viii). After the Closing, any payments received by the City or Seller with respect to utility services shall belong to the City or Seller as provided above. If such payment or the documentation relating thereto does not indicate whether such payment is for the period prior to or after Closing, the City and Seller shall jointly determine whether the payment belongs to the City or Seller. If either the City or Seller receives a payment which under the terms of this Agreement which properly belongs to the other, the party in receipt of such payment shall hold such payment in trust for the other party and shall turn the payment over to the other party upon receipt thereof without any right of setoff. Prior to and after Closing, the parties shall meet and confer upon written request by a party for purposes of coordinating the collection of payments by the City and Seller for billings with respect to water utility services.

(e) Survival of Representations. The respective representations and warranties of the parties contained in this Agreement or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of eighteen (18) months from the Closing Date, and thereafter shall terminate, except Seller's representations set forth in Section 5(a-c), which shall survive indefinitely.

(f) Claim Waiver. At Closing, Seller and its Affiliates, shareholders, officers, directors, and shareholders automatically forever waive any claim or right to compensation or damages of any kind against the City and its past, present and future officials, officers, employees, representatives, agents, advisors and contractors and successors and assigns which relates to any encroachment, damage or encumbrance of any nature, type or kind that existed on the Closing Date and affected property of Seller or any affiliated entity or related person located contiguous to the Real Property as may result at any time in the future from the operation of the Purchased Assets or the Water System.

(g) Source of the City Payments. The City shall not be obligated or required to pay any obligation or liability arising out of or related to this Agreement from any funds except as relates to the Purchase Price from the proceeds of any loans or other financing thereof and after the Closing Date from the net revenues realized by the City after the Closing from its ownership and operation of the Purchased Assets. The parties further agree that this Agreement and any

obligations of the City arising in connection herewith, whether for payment of the Purchase Price, or for any claim of liability, remedy for breach or otherwise, shall not constitute a Lien, charge, security interest or other encumbrance on the Water System, Water System revenues, the Purchased Assets or any other property owned, leased, possessed, occupied, used or operated by the City.

13. MISCELLANEOUS PROVISIONS.

(a) Entire Agreement. This Agreement, the Appendices and the other documents referenced herein, collectively embody the entire agreement of the parties with respect to the subject matter hereof, and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which shall be one and the same instrument.

(b) Amendment. This Agreement may only be amended or modified in writing by authorized representatives of the parties. No waiver of any of the provisions of this Agreement will be effective unless made in writing by the party to be bound thereby, and no waiver shall be deemed or shall constitute a waiver of any other provision of this Agreement, unless otherwise expressly provided.

(c) Severability. If any provision of this Agreement is determined to be illegal or otherwise invalid, the remainder of this Agreement shall be construed to be in full force and effect and this Agreement shall be modified by replacement of such term or provision with such lawful term(s) or provision(s) which most closely accomplish the parties' purpose hereunder.

(d) Headings. The headings and captions used herein are for convenience only, and they shall be disregarded in the construction or interpretation of this Agreement.

(e) Assignment. Except as expressly provided for herein, this Agreement and the obligations, rights and interests of the parties hereunder may not be assigned without the prior written consent of the other party.

(f) FPSC Filing. Within fifteen (15) days after the Closing, Seller shall prepare and the City and Seller will jointly submit a notice of transfer of the system to the FPSC in a petition for termination of the permits or authorization of Seller or other required document. Seller shall file reports required to satisfy its outstanding gross receipts tax, regulatory assessment fees, and all other obligations and governmental assessments, Taxes and fees through the date of Closing. All of Seller's costs and expenses relative to the termination of Seller's relationship with the FPSC as relates to the Water System, including regulatory assessment fees, shall be paid by Seller. Copies of the Order(s) of the Commission acknowledging sale of the Water System and Purchased Assets to the City shall be promptly provided to the City upon Seller's receipt thereof.

(g) Notice. Any notice, request, demand, claim, approval, consent or waiver or other document required or allowed to be given pursuant to this Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier, or by electronic correspondence or facsimile transmission with written confirmation by personal delivery or overnight courier.

If to Seller, such notice shall be delivered at:

Park Water Company, Inc.
5019 Lake in the Woods Blvd.
Lakeland, FL 33813 Attention: Anthony James Staiano

with a copy to:

Jay McClendon, P.A.
219 East Central Ave.
Lake Wales, FL 33853

If to the City, such notice shall be delivered at:

To the City:

City of Lake Wales
ATTN: City Manager
201 W Central Avenue
Lake Wales, FL 33853

with required copies to:

City Attorney
Albert C. Galloway, Jr., P.A.
116 East Stuart Avenue
Lake Wales, Florida 33853

Notices shall be effective upon receipt or failure or refusal by the addressee to accept delivery, and electronic correspondence or facsimile transmission shall be deemed received on the date sent if received by 4:00 p.m. EDT on a business day. If received after 4:00 p.m. EDT, such transmission shall be deemed received on the next business day.

(h) Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their successors and permitted assigns, and except as expressly set forth herein, no claim, demand, right, remedy, defense or causes of action shall accrue upon or by reason hereof to or for the benefit of any third party (other than indemnitees and successors and permitted assigns as set forth herein), who is not a party hereto.

(i) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida. The parties expressly consent to the jurisdiction of and agree that exclusive venue for any claim, dispute, controversy, disagreement or litigation arising under, relating to or in connection with this Agreement or any of the transactions contemplated by this Agreement shall be in the Circuit Court of the Tenth (10th) Judicial Circuit of the State of Florida in and for Polk County, Florida. The parties hereby waive to the maximum extent permissible under law trial by jury in respect of any such claim, dispute, controversy, disagreement or litigation.

(j) Knowledge. For purposes of this Agreement, an individual is deemed to have "knowledge" of a particular fact or other matter if such individual has actual awareness of such fact or matter, or a prudent individual could be expected to discover or otherwise become aware thereof in the ordinary course of performing his/her duties and functions and/or conducting business.

(k) Recourse. Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by or on behalf of the City or Seller in connection with this Agreement, except with regard to the Shareholders of Seller, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee, contractor or agent of the City or Seller, in any such person's individual capacity, and no such person, shall be liable personally for any breach of or for any failure to perform or comply with any such stipulations, covenants, agreements or obligations. All references to the City in this paragraph shall be deemed to include the City and City Commission, and past, present and future commission members, managers, officers, employees, attorneys, representatives, contractors and agents of the City. The provisions of this Section 13(k) shall survive the termination of this Agreement.

[Remainder of page blank – signature page(s) follow]


IN WITNESS WHEREOF, the City and Seller have caused this Agreement to be duly executed and entered into on the date first above written.

SELLER:

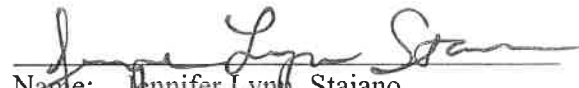
ATTEST:

PARK WATER COMPANY, INC.


Secretary


Name: Anthony James Staiano
Its: President and Shareholder

(SEAL)

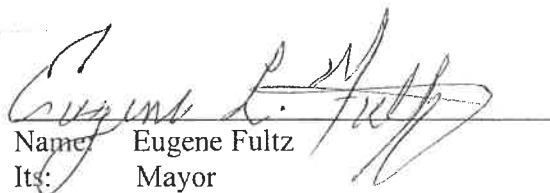

Name: Jennifer Lynn Staiano
Its: Secretary and Shareholder

BUYER:

ATTEST:

CITY OF LAKE WALES, FLORIDA


Clerk


Name: Eugene Fultz
Its: Mayor

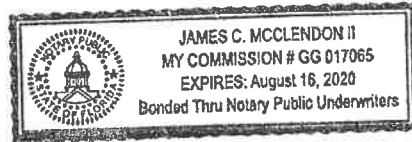
(SEAL)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 27 day July, 2020,
by Anthony James Staiano, as President and Shareholder of PARK WATER COMPANY, INC.,
a Florida corporation, on behalf of the company. He is personally known to me or presented
_____ as identification.

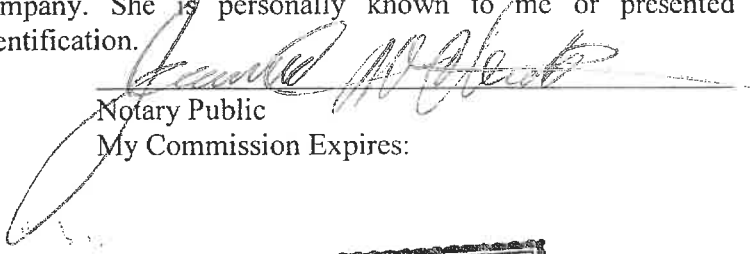

Notary Public

My Commission Expires: 8/16/2020

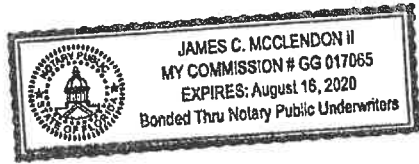


STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 4 day of August, 2020, by Jennifer Lynn Staiano, as Shareholder of PARK WATER COMPANY, INC., a Florida corporation, on behalf of the company. She is personally known to me or presented Fla. Driver License as identification.




Notary Public
My Commission Expires:

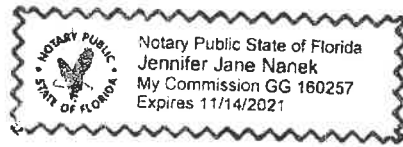


STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 10th day of August, 2020 by Eugene Fultz, as Mayor of the City of Lake Wales, Florida, on behalf of the City of Lake Wales. He is personally known to me or presented _____ as identification.



Notary Public
My Commission Expires:



APPENDIX "A"

REAL PROPERTY

<u>Parcel Identification Number</u>	<u>Property Description Polk County</u>
27-30-35-000000-013030	See Warranty Deed recorded at Official Record Book 492, Page 513, and Official Records of Polk County, Florida

9866

REC 482 MAR 5 1961

WARRANTY DEED

THIS INDENTURE Made this 12th day of April, A.D. 1961,
 between NORTH LAKE SHORE DEVELOPMENT CORP., a corporation organ-
 ized and existing under the laws of the State of Florida, with
 its principal office in Lake Wales, Florida, party of the first
 part, and CROOKED LAKE PARK WATER COMPANY, a corporation organ-
 ized and existing under the laws of the State of Florida, whose
 principal place of business is Lake Wales, Polk County, Florida,
 party of the second part:

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 WITNESSETH: That the said party of the first part, for
 and in consideration of the sum of Ten (\$10.00) Dollars and
 other valuable considerations to it in hand paid by the said
 party of the second part, the receipt whereof is hereby acknowl-
 edged, has granted, bargained and sold to the said party of the
 second part, its successors and assigns forever, the following
 described land situate, lying and being in the County of Polk,
 State of Florida, to wit:

Commencing at the Northeast corner of the SE $\frac{1}{4}$ of the
 NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 30 South, Range
 27 East and run West 942.02 feet to the point of begin-
 ning, thence West 366.74 feet to the Easterly right of
 way line of State Road No. 25, thence South 22 $^{\circ}$ -01' West
 along said right of way line 45 feet, thence South
 46 $^{\circ}$ -45' East 364.76 feet; thence North 22 $^{\circ}$ -01' East
 314.59 feet to the point of beginning.

And the said party of the first part does hereby fully war-
 rant the title to said land and will defend the same against the
 lawful claims of all persons whomsoever, except that this convey-
 ance is subject to all taxes for the year 1961.

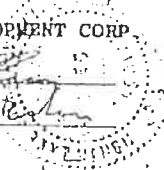
209
 IN WITNESS WHEREOF the said party of the first part has
 caused these presents to be signed in its name by its President,
 and its corporate seal to be affixed, attested by its Secretary
 the day and year above written.

Signed, sealed and delivered
 in the presence of:

Robert H. J. Muller
Robert C. Muller

NORTH LAKE SHORE DEVELOPMENT CORP.

By Robert H. J. Muller
 President
 Attest: Robert C. Muller
 Secretary



DEF REC 402 MAR 514

STATE OF PENNSYLVANIA
COUNTY OF NORTHAMPTON

I HEREBY CERTIFY That on this 12th day of April, A.D. 1961, before me personally appeared WILLIAM E. ELIASON and MILTON B. RISKIN, President and Secretary respectively of NORTH LAKE SHORE DEVELOPMENT CORP., a Florida corporation, to me well known and known to me to be the persons described in and who executed the foregoing conveyance, and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Easton, Pennsylvania the day and year aforesaid.

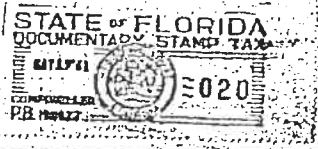


Walter C. Smith
Notary Public State and County aforesaid

My Commission Expires:
WALTER C. SMITH, NOTARY PUBLIC
EASTON, NORTHAMPTON CO., PA.
MY COMMISSION EXPIRES APRIL 4, 1962

FILED, RECORDED AND
RECORD VERIFIED
D. H. SLOAN, JR., CLK. CT.
BY *RJ*

POLK
COUNTY



FILED FOR RECORD
1961 MAY 19 AM 9 54
D. H. SLOAN, JR.
CLK. CT. POLK CO.
FLORIDA

Parcel Details: 27-30-35-000000-013030

- [TAX EST](#)
 [PRT CALC](#)
 [PRC](#)
 [HTML PRC](#)
 [TRIM](#)
 [HTML TRIM](#)
 [TAX BILL](#)

Owners

CROOKED LAKE PARK WATER COMPANY 100%

Mailing Address

Address 1 **25 1ST AVE N**
 Address 2
 Address 3 **LAKE WALES FL 33859-8761**

Site Address

Address 1 **25 N 1ST AVE**
 Address 2
 City **LAKE WALES**
 State **FL**
 Zip Code **33853**

Parcel Information

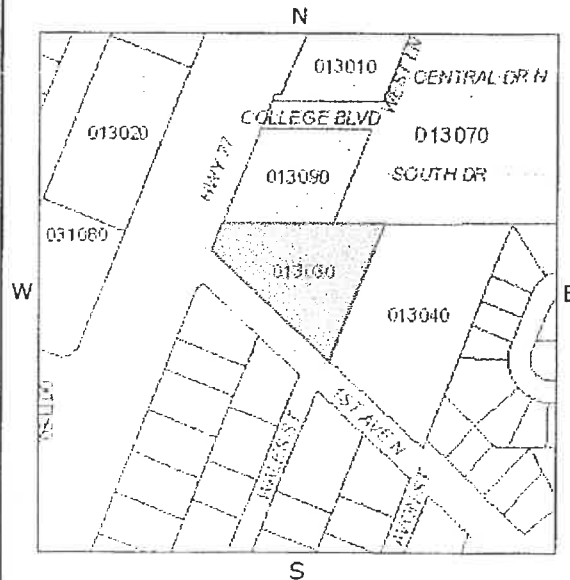
Neighborhood **6666.45**
 Show Recent Sales in this Neighborhood
 Subdivision **NOT IN SUBDIVISION**
 Property (DOR) **Utilities (Gas, Electric, Phone)**
 Use Code **(Code: 9190)**
 Acreage **1.57**
 Taxing District **UNINCORP/SWFWM (Code: 90000)**
 Community
 Redevelopment **NOT IN CRA**
 Area

Property Desc

DISCLAIMER: This property description is a condensed version of the original legal description recorded in the public records. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

BEG AT NE COR OF SE1/4 OF NW1/4 OF NE1/4 W 942.02 FT TO POB RUN W 366.74FT TO ELY R/W OF HWY 27 W22-01W 45 FT S46-45E 364.76 FT N22-01E 314.59 FT TO POB

Area Map



Mapping Worksheets (plats) for 273035

[Mapping Worksheet HTML](#) [Mapping Worksheet Printable PDF](#)
 (opens in new tab)

Note: Tangible Personal Property is defined as everything other than real estate that has value by itself. Please click the + plus sign to show the list of TPP accounts linked to this parcel.

TPP Account(s)

List of Accounts

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. Doing so will cause you to leave the Property Appraiser's website and access the Polk County Clerk of the Circuit Court's Official Records Search. Once the document opens, click the printer icon to print the document. If you have any issues opening the document once you have met all the listed system requirements, please contact the Clerk's office at (863)534-4000 and ask to speak to an IT staff member. If the Book/Page number does not have a blue link to Official Records, the deed may not be available through the online records of the Clerk of the Circuit Court. In order to obtain a copy of the deed you will need to contact the Clerk of the Circuit Court Indexing Department at 863-534-4516. If the Type Inst is an "R", the document is not available through the Clerk of the Circuit Court's Official Records Search. Please contact the Property Appraiser to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/ Improved	Grantee	Sales Price
00492/00513	04/1961	W	E	CROOKED LAKE PARK WATER COMPANY	\$100

Exemptions

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX--first \$25,000 homestead exemption may be allocated to one or more owners. The HB --second \$25,000 amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value
<p>If you have a Senior Exemption(Additional Homestead Exemption for Persons 65 and Older): For the 2020 tax year, the allowable total household adjusted gross income received during 2019 could not exceed \$30,721. If your total household adjusted gross income exceeded this limit, YOU MUST NOTIFY THIS OFFICE. Receiving no notification from the qualified senior will be considered a sworn statement, under penalty of perjury, that the income does not exceed the limit. Improperly claiming any exemption could result in a lien against your property. If you would like to receive a notice of renewal electronically, please send us an email at paoffice@polk-county.net with your name, property address, and confirmation of your request.</p>							

Buildings

BUILDING 1 (1501 - OFFICE BUILDING)

Building Characteristics

Total Under Roof: 936 sqft
Living Area (as originally constructed): 936 sqft
Actual Year Built: 1984
Effective Year: 1997
Wall Structure: WOOD FRAME (M& S CRNT MULTIPLIER)

25 N 1ST AVE



Building BAS Note: The base area (living area or square foot living area) of a building is the originally designed building footprint / plan of the cooled and heated area of the building. In most cases, a base area will remain constant throughout the life of the building. A base area can be converted to a subarea (Example: A portion of the base is "cut-out" and used as a garage or porch); It is not, however, standard appraisal practice to convert a subarea to a base area unless there was an error when initially entering the data.

Element	Units	Information
HEAT CODE		NA
EXTERIOR WALL		NONE
LIVING UNITS	1	
WALL HEIGHT	8	

Stories

1

Building Subareas

Building Sub Area Note: A sub area is an individual component of a building that may or may not be cooled/heated. The percent in a subarea description is the percent of the base rate applied to the value of the sub area. (Example: UGR UNFINISHED GARAGE 50% indicates this sub area is valued at 50% of the base area rate); If a sub area changes over time, the contributory value may also change.

Code	Description	Heated	Total
BAS	BASE AREA	Y	936
Total Under Roof			936 ft²
Total Living Area			936 ft²

Extra Features (Current)

LN	Code	Description	BLD	Length	Width	Units	Year Built
1	SHD4	SHED ENTER A VALUE	0	0	0	1	1987
2	GAR	GARAGE DETACHED	0	20	20	400	2000
3	GAR	GARAGE DETACHED	0	14	12	168	1987
4	GAR	GARAGE DETACHED	0	20	24	480	1960
5	CPT2	CARPORT 2000	0	20	20	1	1987
6	UTL1	UTILITY 1500	0	24	13	1	1987
7	UTL4	UTILITY 500	0	14	10	1	1987
8	FEN1	FENCE AVERAGE QUALITY	0	0	0	1,092	1987
9	MAC	ASPHALT	0	0	0	6,675	1987
10	CON	CONCRETE	0	0	0	50	1987

PERMITS

The Polk County Property Appraiser's Office does not Issue or maintain permits. Please contact the appropriate permit issuing agency to obtain information. This property is located in the **UNINCORP/SWFMD** taxing district. The beginning of the description indicates permit agency (UNINCORP is an abbreviation for Unincorporated **POLK COUNTY**).

Land Lines

LN	Land Dscr	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1	* Commercial/Industrial	N	S	0	0	68,364.00

* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

NOTICE: All information ABOVE this notice is current (as of Monday, July 13, 2020 at 2:18:39 AM). All information BELOW this notice is from the 2019 Tax Roll, except where otherwise noted.

Value Summary (2019)

Desc	Value
Land Value	\$100,495
Building Value	\$40,091
Misc. Items Value	\$48,048
Land Classified Value	\$0
Just Market Value	\$188,634
*Cap Differential and Portability	\$35,409
Agriculture Classification	\$0

Assessed Value	\$153,225
Exempt Value (County)	\$0
Taxable Value (County)	\$153,225

*This property contains a Non Homestead Cap with a differential of \$35,409.

Values by District (2019)

District Description	Final Tax Rate	Assessed Value	Final Assessed Taxes	Exemption	Final Tax Savings	Taxable Value	Final Taxes
BOARD OF COUNTY COMMISSIONERS	7.156500	\$153,225	\$1,096.55	\$0	\$0.00	\$153,225	\$1,096.55
POLK COUNTY PARKS MSTU	0.561900	\$153,225	\$86.10	\$0	\$0.00	\$153,225	\$86.10
POLK COUNTY LIBRARY MSTU	0.210900	\$153,225	\$32.32	\$0	\$0.00	\$153,225	\$32.32
POLK COUNTY STORMWATER MSTU	0.100000	\$153,225	\$15.32	\$0	\$0.00	\$153,225	\$15.32
POLK COUNTY SCHOOL BOARD - STATE	3.838000	\$188,634	\$723.98	\$0	\$0.00	\$188,634	\$723.98
POLK COUNTY SCHOOL BOARD - LOCAL	2.248000	\$188,634	\$424.05	\$0	\$0.00	\$188,634	\$424.05
SOUTHWEST FLA WATER MGMT DIST	0.280100	\$153,225	\$42.92	\$0	\$0.00	\$153,225	\$42.92
		Assessed Taxes:	\$2,421.24	Tax Savings:	\$0.00	Total Taxes:	\$2,421.24

Non-Ad Valorem Assessments (2019)

LN	Code	Desc	Units	Rate	Assessment
1	FI000	POLK COUNTY FIRE SERVICES	1.00	353.00	\$353.00
2	FI000	POLK COUNTY FIRE SERVICES	1.00	11.00	\$11.00
3	FI000	POLK COUNTY FIRE SERVICES	1.00	11.00	\$11.00
4	FI000	POLK COUNTY FIRE SERVICES	1.00	11.00	\$11.00
5	FI000	POLK COUNTY FIRE SERVICES	1.00	11.00	\$11.00
Total Assessments					\$397.00

Taxes

Desc	Last Year	2019 Final
Taxing District	UNINCORP/SWFWMD (Code: 90000)	UNINCORP/SWFWMD (Code: 90000)
Millage Rate	14.5758	14.3954
Ad Valorem Assessments	\$2,030.34	\$2,421.24
Non-Ad Valorem Assessments	\$371.00	\$397.00
Total Taxes	\$2,401.34	\$2,818.24

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. Visit the Polk County Tax Collector's site for Tax Bill information related to this account. Use the Property Tax Estimator to estimate taxes for this account.

Prior Year Final Values

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, per Florida Statute 193.122(2), F.S. This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll Values.

2018

Land Value	\$51,273.00
Building Value	\$39,601.00
Misc. Items Value	\$48,421.00
Just Value (Market)	\$139,295.00
SOH Deferred Val	\$0.00
Assessed Value	\$139,295.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$139,295.00

2017

Land Value	\$51,273.00
Building Value	\$37,713.00
Misc. Items Value	\$39,291.00
Just Value (Market)	\$128,277.00
SOH Deferred Val	\$816.00
Assessed Value	\$127,461.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$127,461.00

2016

Land Value	\$47,855.00
Building Value	\$34,807.00
Misc. Items Value	\$33,212.00
Just Value (Market)	\$115,874.00
SOH Deferred Val	\$0.00
Assessed Value	\$115,874.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$115,874.00

2015

Land Value	\$47,855.00
Building Value	\$30,984.00
Misc. Items Value	\$33,212.00
Just Value (Market)	\$112,051.00
SOH Deferred Val	\$0.00
Assessed Value	\$112,051.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$112,051.00

DISCLAIMER:

The Polk County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. The PCPA assumes no responsibility for errors in the information and does not guarantee that the data are free from errors or inaccuracies. Similarly the PCPA assumes no responsibility for the consequences of inappropriate uses or interpretations of the data. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of the search facility indicates understanding and acceptance of this statement by the user.

ACCOUNT NUMBER

353027-000000-013030

Pay, Search or Print Receipt at Polktaxes.com

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS



R B1235
CROOKED LAKE PARK WATER
COMPANY
25 1ST AVE N
LAKE WALES FL 33859-8761

189481

25 N 1ST AVE
BEG AT NE COR OF SE1/4 OF NW1/4
OF NE1/4 W 942.02 FT TO POB RUN
W 366.74FT TO ELY R/W OF HWY 27
W22-01W 45 FT S46-45E 364.76 FT
See Tax Roll for extra legal.



1/

PLEASE PAY IN US FUNDS ON A US BANK TO JOE G TEDDER, TAX COLLECTOR - PO BOX 1189, 430 EAST MAIN ST - BARTOW, FL 33831-1189 - (863) 534-4700

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
C100 POLK COUNTY					
GENERAL REVENUE FUND	5.6815	153,225		153,225	870.54
TRANSPORTATION/ROADS	1.1000	153,225		153,225	168.55
EMERGENCY MEDICAL	0.2500	153,225		153,225	38.31
NE GOVT CENTER	0.1250	153,225		153,225	19.15
CPCP POLK COUNTY PARKS MSTU	0.5619	153,225		153,225	86.10
CPCL POLK COUNTY LIBRARY	0.2109	153,225		153,225	32.32
CPCS POLK COUNTY STORMWATER	0.1000	153,225		153,225	15.32
S200 POLK COUNTY SCHOOL BOARD					
GENERAL FUND	4.5860	188,634		188,634	865.08
LOCAL CAPITAL IMP	1.5000	188,634		188,634	282.95
WSW SOUTHWEST FLORIDA WATER MGMT	0.2801	153,225		153,225	42.92
TOTAL MILLAGE					14.3954
AD VALOREM TAXES					2,421.24

NON-AD VALOREM ASSESSMENTS		
LEWING AUTHORITY	RATE	AMOUNT
F100 POLK COUNTY FIRE SERVICES DIST	5 Units @ 79.40	397.00
NON-AD VALOREM ASSESSMENTS		397.00
COMBINED TAXES AND ASSESSMENTS 2,818.24		

FOR YOUR RECORDS

PAY ONLY ONE AMOUNT					
See reverse side for important information					
If Paid By	Nov 30 2019	Dec 31 2019	Jan 31 2020	Feb 29 2020	Mar 31 2020
Please Pay	2,705.51	2,733.69	2,761.88	2,790.06	2,818.24

APPENDIX "B-1"
EASEMENTS AND LICENSES

Appendix B-1

No documentation can be found at this time regarding easements.

Licenses:

Polk County Local Business Tax - Customer 11668, Professional Licences 583W

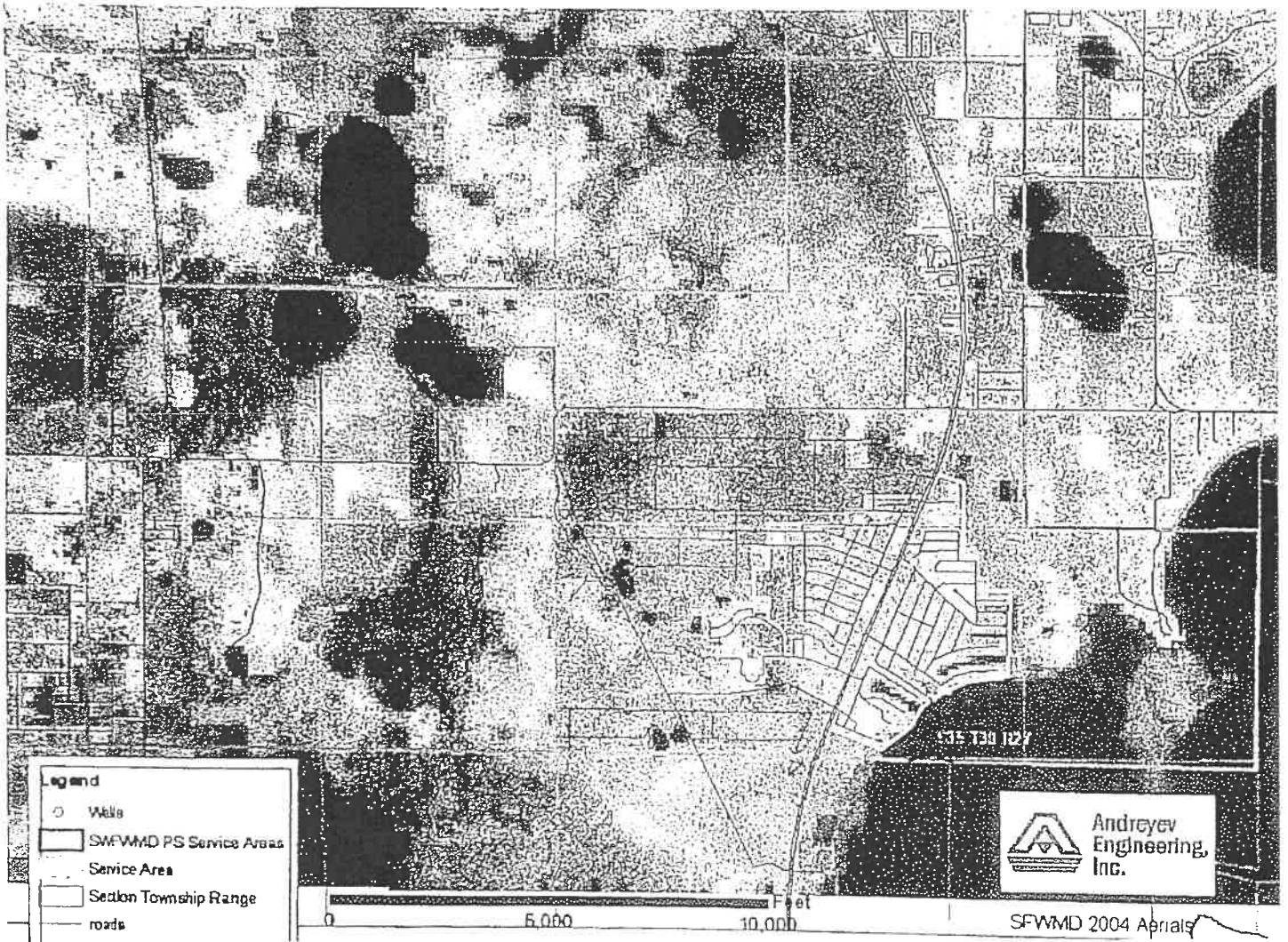
Florida Department of Health in Polk County - PWC Number 6530408

DEP Class C Drinking Water Treatment Plant Operator License #0012223

APPENDIX "B-2"
WATER SERVICE AREA

DESCRIPTION OF TERRITORY SERVED

SECTIONS 23, 26, 27, 28, 29, 32, 33, 34, 35, AND 36
OF TOWNSHIP 30 SOUTH, RANGE 27 EAST, ALL
LOCATED IN POLK COUNTY, FLORIDA.



APPENDIX "C"

WATER SYSTEM FACILITIES AND INSTALLATIONS

Acquired by City

All water supply, treatment and distribution facilities owned and operated by Park Water Company under SWFWMD General Water Use Permit No. 20 004005.006. The distribution facilities are further described in as-built drawings provided to the City on or before execution of this Agreement. Treatment plant facilities are further described below.

Excluded

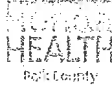
None

Appendix C

See the attached report which describes the treatment plant. All treatment plant and storage tanks are located at 25 1st Ave. N., Lake Wales, FL 33859

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott
Governor

Celeste Philip, MD, MPH
State Surgeon General

Vision: To be the Healthiest State in the Nation

August 17, 2018

PARK WATER COMPANY
PWS: Id. No. 6530408

PARK WATER COMPANY INC.
25 FIRST AVENUE NORTH
LAKE WALES, FL 33859

Dear Mr. Staiano:

A sanitary survey of your system conducted on August 13, 2018 indicates that the system is substantially in compliance with the public drinking water requirements listed in *Chapter 62 Florida Administrative Code*.

If you have any questions, please contact me at (863) 578-2036.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew A. Nickerson".

Matthew A. Nickerson
Environmental Specialist II

Cc: parkwaterco@aol.com

Florida Department of Health
in **Polk County**
ENVIRONMENTAL HEALTH
2050 East Clower Street • Bartow, FL 33830-6741
PHONE: (863) 519-6330 • FAX: (863) 534-0245
<http://polk.floridahealth.gov/>



www.FloridaHealth.gov
TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: flash
FLICKR: HealthyFla
PINTEREST: HealthyFla

Florida Health: the first accredited public health system in the U.S.

System Name: Park Water Company

PWS ID# 6530408
 Survey Date 08/13/2018

**MONITORING COMPLIANCE DATA
 {Last Twelve Months}**

COMPLIANCE GROUP	MONITORING	REPORTING	EXCEEDANCE	MCL
Chemical	compliant	compliant	none	none
Bacteriological	compliant	compliant	none	none

Items checked with an (x) are explained below.

COMMENTS

none

PERMITS/APPROVALS/ACCEPTANCES

Project Name	Approval Number	Approval Date	Connections Approved	Microfilm #
Bryan's Auto Collision Repair (line extension)	133318-014	05/08/2007	1	scanned
Warner Southern Collage Dormitory Site Development	5306-0408-A15	04/28/2006	7	scanned
Line Extension General Engines, Inc.	5306-0408-A13	10/05/2005	1	scanned
Water System Upgrades	5306-0408-A14	03/25/2005	n/a	scanned
Dura Cast Line Extension	5301-0408-A12	08/13/2001	1	scanned
BBS Add	5300-0408-A11	06/15/2000	n/a	scanned
Warner Southern Collage Line Extension	5300-0408-A10	06/06/2000	4	scanned
Genesis Pointe Estates	5300-0408-A9	5/30/2000	11	scanned
Warner Southern Collage Pontious Learning Center	5399-0408-A8	9/23/1999	1	scanned

COMMENTS

There are approximately 13 more permits and approvals list for this system. All permit documents have been scanned.

ENFORCEMENT HISTORY {Minimum Last Twenty-Four Months}

OGC Case Number	Referral Date	Resolution Date	Comments
n/a	n/a	n/a	none listed

System Name: Park Water Company

PWS ID# 6530408
 Survey Date 08/13/2018

TREATMENT PROCESSES IN USE

hypochlorination

Is any additional treatment needed? None at this time
 Do components / chemicals meet NSF standards? Yes

DISTRIBUTION SYSTEM

Comments

Pipe Size Range/Type(s)	12" - 2" / various	
New/Altered Piping @ Plant(s) Color Coded & Labeled	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Flow Measuring Device Type/Size/Location	6" electronic flow meters	
Flow Measuring Device Reading (gallons)	each well and, system meter	
Point of Entry Tap(s)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Backflow Prevention Devices	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Cross-connections Observed	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Bacteriological Sampling Plan Date	05/01/1999	
Satisfactory Bacteriological Sampling Plan Implementation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
System Records Retention Compliance	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Lead & Copper Sampling Plan Date	10/28/2013	
Disinfection By-Products Sampling Plan Date	05/01/2014	
Cross-connection Control Program Plan Date	2008	
Satisfactory Cross-connection Control Program Plan Implementation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Emergency Preparedness/Response Plan Date	06/21/2006	
Current Drinking Water Distribution System Map	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Asbestos Waiver or Plan Date	Sampled 10/15/2003	

OPERATION & MAINTENANCE

Comments

Certified Operator	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Operator Name	Anthony Staiano	
Operator Certification Class-Number	C-12223	
Operator Phone Number	863-638-1285	
Operator Cell Phone Number	863-412-3859	
Operator Fax Number	863-638-7441	
Operator Mailing Address	25 First Ave. North, Lake Wales, FL 33853	
Operator E-mail Address	none	
Operation & Maintenance Log	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Operation and Maintenance Manual	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Operator Visitation Frequency → → → →	<i>Required</i>	<i>Actual</i>
	Hrs/day	0.6 6
	Days/wk	5+1 6
Non-consecutive Days	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Monthly Operation Reports Submitted Regularly & Timely	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Data Missing From Monthly Operation Reports	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Plant Category - Class	V-C	
Number of Service Connections	752	
Present Population Served	1,948	
Population Basis	Oracle	
Population Seasonal (Timeframes)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Water System Used Over 60 Days Per Year	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Number of Water Users 6 - 9 Months Per Year	n/a	
Number of Water Users Over 9 Months Per Year	1,948	
System Average Day Demand (Last 12 Months)	235,232	gpd
System Maximum Day Demand (Last 12 Months)	355,000	gpd
System Firm Capacity (Calculate assuming largest pump is out of service)	1,728,000	gpd
System Maximum Day Design Capacity	2,880,000	gpd
		Permitted for 2 MGD
Adequate Flushing Program (Frequency)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Sufficient Valve Exercising	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Additional Comments	none	

Plant Name: Park Water Company

PWS ID# 6530408
 Survey Date 08/13/2018

GROUND WATER SOURCES

Well Number	1	2		
WMD Permit Number	unknown	unknown		
Florida Unique Well ID Number	AAC6486	AAC6487		
Grout Type	unknown	unknown		
Well Completion Date	1957	1973		
6'x6'x4" Concrete Pad / Condition	yes / poor	yes / fair		
Depth Drilled (feet)	1060	850		
Well Contamination History	none listed	none listed		
Drilling Method	unknown	unknown		
Casing Material	black steel	black steel		
Casing Diameter (inches)	10	10		
Casing Length (feet)	128	150		
Well Inundation Possible	unlikely	unlikely		
SET BACKS (feet)	Septic Tank	>200	>200	
	WW Plant	>500	>500	
	WW Plumbing	>100	>100	
	Other Sanitary Hazard	none seen	none seen	
PUMP	Type	vertical turbine	vertical turbine	
	Manufacturer	Peerless	Jacuzzi	
	Model Number	2615883M	unknown	
	Rated Capacity (gpm)	1500	2500	
MOTOR	Manufacturer	USEM	USEM	
	Model Number	286TPH	364TP	
	Horsepower	30	60	
Well Casing 12" Above Pad	no	no		
Well Casing Sanitary Seal	watertight	watertight		
Raw Water Sampling Tap	after check	after check		
Above Ground Check Valve	yes	yes		
Secured / Housed	yes	yes		
Well Vent Protected	yes	yes		
Comments	Well AAC6486 is water lubricated; per-lube line comes from just after the check valve. Well AAC6487 is oil lubricated using food grade oil. Both wells have Amarillo right angle drives (engine specifications list on page 6)			

AUXILIARY POWER SOURCE

Type	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Comments
Description	Generator	
Functional	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Automatic Switchover	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Exercised Under Continuous Load Frequently	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Operates All Necessary Equipment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Capacity Satisfies System Average Daily Water Demand	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Additional Comments	Generator provides power to high service pumps and disinfection equipment. The well pumps are provided power from right angle drives systems. System has audio alarm that is telemetered to notify operator when there is a power outage. System also has agreement with Miller Electric to provide addition backups as needed.	

Plant Name: Park Water Company

PWS ID# 6530408
 Survey Date 08/13/2018

DISINFECTION

Type	Chlorination		Comments
Phase	<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Liquid	
Number of Feeders	2		
Adequate Air-Pak	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A	
Alarms			
Loss of Cl ₂ Capability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A	
Loss of Cl ₂ Residual	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A	
Cl ₂ Leak Detection	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Fresh Ammonia	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A	
Injection Point Location(s)	influent to elevated tank		
Automatic Switchover	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A	
Reserve Supply	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A	
Capacity [gas (lb/day)] or [liquid (gpd)]	100 lb/day		
Adequate Ventilation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A	
Room Lightning	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A	
Safety Equipment	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Feed Rate or Stroke [gas (lb/day)] or [liquid (%)]	25 lb/day		
Sign of Leaks	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Feeder(s) Manufacturer	Superior		
Housed or Protected	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Chained Cylinders	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A	
Plant Residuals [mg/l]	Free 0.31	Total n/a	POE at plant
Remote Residuals [mg/l]	Free 0.62	Total n/a	Warner Univ. Admin back spigot.
Scales Functioning Properly	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A	
Repair Kits	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	less than ton cylinders
DPD Test Kit	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A	
Additional Comments	The disinfection system has 2x 1hp Baldor booster pumps.		

STORAGE FACILITIES

	(G) Ground (H) Hydropneumatic (E) Elevated (B) Bladder (C) Clearwell (R) Retention											
	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A
Tank Type/Number	E/1											
Capacity (gal)	305,000											
Material	steel											
Gravity Drain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
By-Pass Piping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protected Openings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pressure Gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pressure Relief Valve	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air Relief Valve	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sight Glass / Level Indicator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fittings for Sight Glass	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
On/Off Pressure (PSI)	63/70											
Secured Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Height to Minimum Water Level	90											
Height to Maximum Water Level	108											
Tank Equipped With Access Manhole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank Inspection Report Date												
Comments	System is equipped with loss of pressure alarm, set at 30 PSI.											

Plant Name: Park Water Company

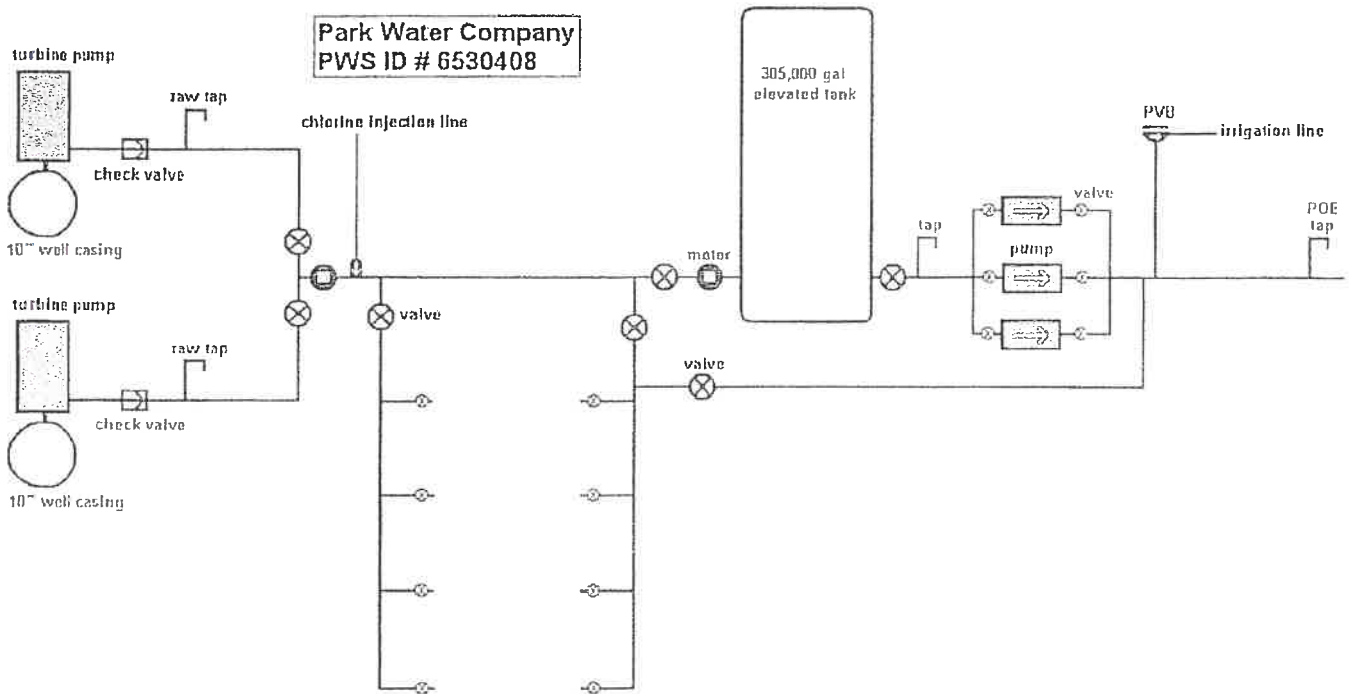
PWS ID# 6530408
 Survey Date 08/13/2018

HIGH SERVICE PUMPS

Pump Number	1	2	3		
Pump Type	centrifugal	centrifugal	centrifugal		
Pump Manufacturer	FlowServe	FlowServe	Ingersoll Dresser		
Pump Model	D824	D824	0999-7472A		
Pump Capacity (gpm)	600 max*	600 max*	2000		
Motor Manufacturer	Baldor	Baldor	Baldor		
Motor Model	EJMM5318T	EJMM5318T	A220798		
Motor Horsepower	10	10	50		
Date Installed	August 2000	August 2000	August 2000		
Maintenance	as needed	as needed	as needed		
Comments	*Pumps have variable speed drives. Pump 1 & 2 will not operate when pump 3 is engaged. Pumps 1 & 2 alternate lead / lag daily. Lag pump starts at 350 gpm stops at 200 gpm. Pump 3 starts at 825 gpm (for fire protection).				

RIGHT ANGLE DRIVE ENGINE

Connected to Well	AAC6486	AAC6487
Type	Diesel Engine	Diesel Engine
Description	Waukesha I.P	4.91 Ford Diesel
Functional	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Automatic Switchover	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Exercised Under Continuous Load Frequently	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Operates All Necessary Equipment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Capacity Satisfies System Average Daily Water Demand	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional Comments	System is telemetered to notify operator when there is a power outage.	



APPENDIX "D"

PERMITS

Appendix D

SWFWMD Water Use Permit No: 20 004005.006

See the permit attached



An Equal
Opportunity
Employer

Southwest Florida
Water Management District

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

May 26, 2011

Crooked Lake Park Water Company
25 FIRST AVENUE NORTH
LAKE WALES, FL 33854

Subject: Final Agency Action Transmittal Letter
General Water Use Permit No: 20 004005.006

Dear Permittee(s):

Your Water Use Permit has been approved. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes, (F.S.), and Chapter 28-106, Florida Administrative Code, (F.A.C.), of the Uniform Rules of Procedure. A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action; (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C. Copies of Sections 28-106.201 and 28-106.301, F.A.C., are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S. to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a 'Noticing Packet' that provides information regarding District Rules, 40D-1.1010, F.A.C. which addresses the notification of persons having substantial interests that may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

Please be advised that the Governing Board has formulated a water shortage plan referenced in a Standard Water Use Permit Condition (Exhibit A) of your permit, and will implement such a plan during periods of water shortage. You will be notified during a declared water shortage of any change in the conditions of your Permit or any suspension of your Permit, or of any restriction on your use of water for the duration of any declared water shortage. Please further note that water conservation is a condition of your Permit and should be practiced at all times.

We are mailing the well tags to you for installation together with well tag installation instructions. If you prefer District staff to install the tags, please contact us. If you have any questions or concerns regarding your tags, please contact Mark Alford at extension 6110, in the Bartow Regulation Department. If you have any questions or concerns regarding your permit or any other information, please contact the Bartow Regulation Department and ask to speak to someone in the Water Use Regulation Section.

Sincerely,

Michael K. Balsler, M.P.A., P.G.

Bartow Regulation Department

Enclosures: Approved Permit
Rules 28-106.201 and 28-106.301 F.A.C.
Noticing Packet

cc: Andreyev Engineering Inc
Kevin J Egan

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE
GENERAL
PERMIT NO. 20 004005.006

EXPIRATION DATE: September 01, 2030

PERMIT ISSUE DATE: May 26, 2011

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Letter Modification
GRANTED TO: Crooked Lake Park Water Company
25 FIRST AVENUE NORTH
LAKE WALES, FL 33854

PROJECT NAME: PARK WATER CO-CROOKED LAKE SERVICE AREA
WATER USE CAUTION AREA: SOUTHERN WATER USE CAUTION AREA
COUNTY: Polk

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gpd)	
ANNUAL AVERAGE	302,000 gpd
PEAK MONTH ¹	393,000 gpd

1. Peak Month: Average daily use during the highest water use month.

ABSTRACT:

This is a District-initiated modification of a public supply water use permit. This modification is to change the compliance reporting provisions for 20 year permits to every 10 years, removing the 15 year compliance reporting requirement. The permitted quantities remain unchanged. The two existing wells remain metered through a common master meter. The Standard Average Annual quantity continues to be 302,000 gallons per day (gpd), and the Peak Month quantity continues to be 393,000 gpd. Quantities are based on historic pumpage data, information submitted by the applicant, the District's population model, and the City's projected compliance per capita water use of 108 gallons per capita daily. The existing and proposed water use is for single family residential, industrial/commercial, common area landscape irrigation, and other metered uses.

Special Conditions include those that require the Permittee to continue to record and report monthly meter readings from all designated withdrawal points; submit a ten-year compliance review report; modify the permit to reflect incorporation of any new alternative sources of water; comply with the Southern Water Use Caution Area recovery strategy; comply with rolling 12-month average pumpage; cap all wells not in use; submit an annual public supply water use report that consists of the service area functional population, non-residential significant use, total withdrawals, treatment losses, imported and exported transfers of bulk water, adjusted per-capita water use rate, water billing rate structure, water conservation activities, unaccounted water losses, water audit update if water losses exceed 10%, alternative and reclaimed water use, and to provide an updated service area map; read each customer's meter; continue to implement a water conservation plan; continue to maintain a water-conservation oriented rate structure; adhere to compliance per-capita requirements; and provide a cost connection estimate for reclaimed water availability.

Changes from prior permit: The modification removes all 15 year compliance reporting and modifies compliance dates, designates a local District address for report submittals, updates condition language for the compliance reports, and adds a condition to provide a cost connection estimate for reclaimed water availability.

WATER USE TABLE (in gallons per day)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>
PUBLIC SUPPLY	302,000	393,000

IRRIGATION ALLOCATION RATE TABLE

<u>CROP/USE TYPE</u>	<u>IRRIGATED ACRES</u>	<u>IRRIGATION METHOD</u>	<u>STANDARD IRRIGATION RATE</u>	<u>DROUGHT IRRIGATION RATE</u>
Lawn & Landscape Irrigation	1.00	Sprinkler O.P./Same	30.40"/yr.	
Other Metered Uses				
Residential Single Family				

PUBLIC SUPPLY:

Population Served:	2,745
Per Capita Rate:	108 gpd/person

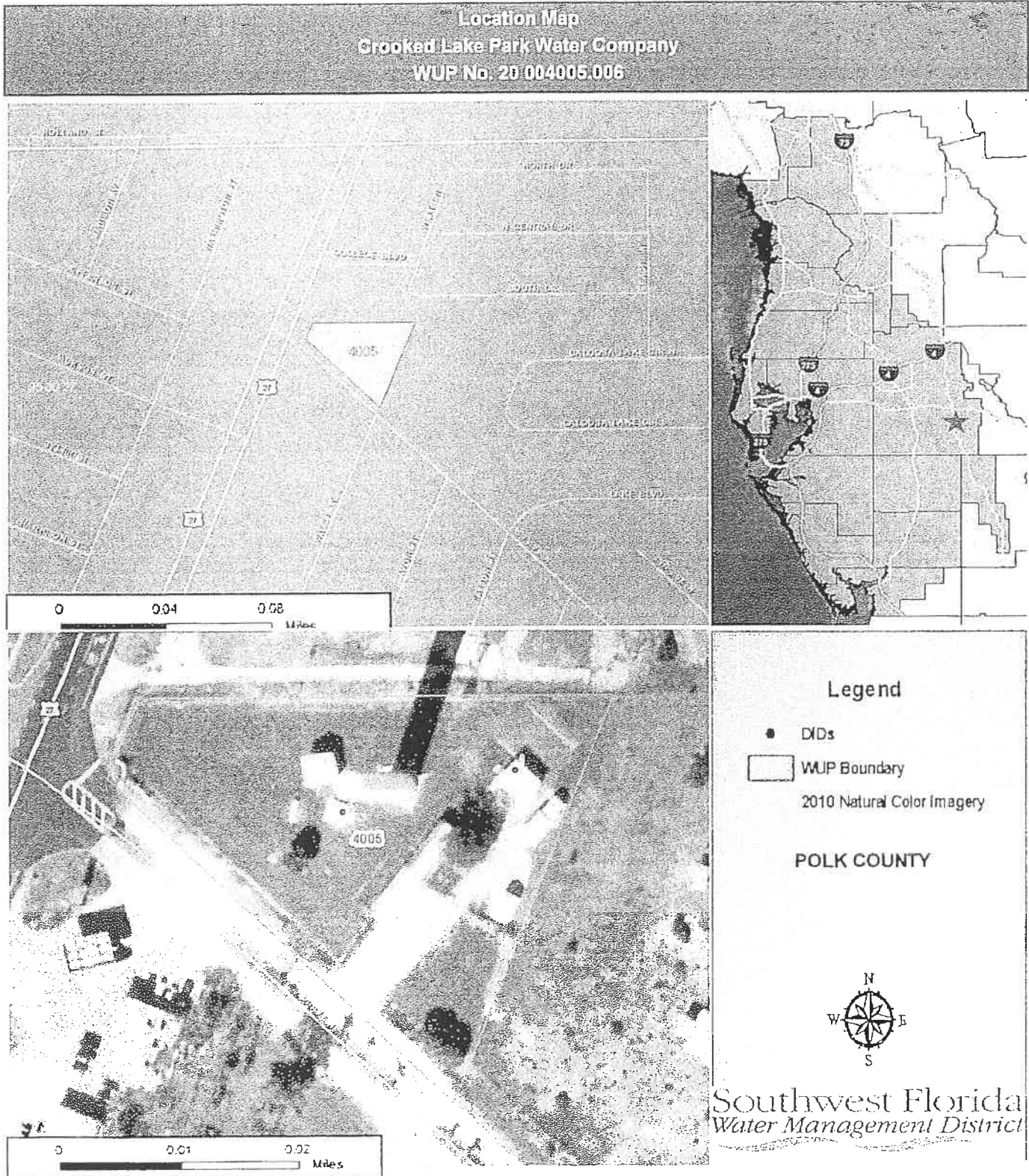
WITHDRAWAL POINT QUANTITY TABLE

Water use from these withdrawal points are restricted to the quantities given below:

<u>I.D. NO.</u>	<u>PERMITTEE/ DISTRICT</u>	<u>DIAM (IN.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>
1 / 1		10	1,060 / 128	Public Supply	151,000	196,500
2 / 2		10	856 / 150	Public Supply	151,000	196,500

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO</u>	<u>LATITUDE/LONGITUDE</u>
1	27° 50' 00.16"/81° 35' 18.34"
2	27° 49' 59.85"/81° 35' 19.83"



STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:

1. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)
2. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:
Southwest Florida Water Management District
Bartow Regulation Department, Water Use Regulation
170 Century Blvd.
Bartow, Florida 33830-7700

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level evapotranspiration, or water quality data.
(499)

3. The average day, peak monthly, and maximum daily, if applicable, quantities for District ID No(s).1 and 2, Permittee ID No(s). 1 and 2 as shown in the production withdrawal table are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes only. The quantities listed for these individual sources are not intended to dictate the distribution of pumpage from permitted sources. The Permittee may make adjustments in pumpage distribution as necessary up to 302,000 (gpd) gallons per day on an average basis, and up to 393,000 gpd on a peak monthly basis for the individual wells, so long as adverse environmental impacts do not result and the Permittee complies with all other conditions of this Permit. In all cases, the total average annual daily withdrawal, the total peak monthly daily withdrawal, and the total crop protection daily withdrawal are limited to the quantities set forth above.(221)
4. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)
5. The Permittee shall investigate the feasibility of using reclaimed water as a water source and submit a report describing the feasibility to the Permit Data Section, Performance Management Office, by June 17, 2020. The report shall contain an analysis of reclaimed water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of reclaimed water available, the projected date(s) of availability, costs associated with obtaining the reclaimed water, and an implementation schedule for reuse, if feasible. Infeasibility shall be supported with a detailed explanation. If the use of reclaimed water is determined to be feasible by the Permittee or by the District, then the Permittee shall submit an application to modify this water use permit to include reclaimed water as a source of water. The modification application shall include a date when the reclaimed water will be available and shall indicate a proposed reduction in permitted quantities. If the permit application is not submitted by the Permittee, the District may reduce, following notice to the Permittee, the quantities authorized with this permit to account for the availability of reclaimed water.
(458)
6. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight

manner in accordance with Chapter 62-532.500(3)(a)(4), F.A.C.(568)

7. The Permittee shall read each customer's meter and bill the customer no less frequently than bimonthly (every other month), and the customer's billing period usage shall be indicated on each bill. If billing units are not in gallons, a means to convert the units to gallons must be provided. In addition, the Permittee shall provide the following information as applicable to the customer at least once each calendar year:
- A. To each utility-metered customer in each customer class - Information describing the rate structure and shall include any applicable:
 1. Fixed and variable charges
 2. Minimum charges and the quantity of water covered by such charges
 3. Price block quantity thresholds and prices
 4. Seasonal rate information and the months to which they apply
 5. Usage surcharges
 - B. To each utility-metered single-family residential customer - Information that describes the customer's water use relative to other single-family customers and shall include one or more of the following:
 1. The average or median single-family residential customer billing period water use calculated over the most recent three year period, or the most recent two year period if a three year period is not available to the utility. Data by billing period is preferred but not required.
 2. A means to calculate an efficient billing period use based on the customer's characteristics.
 3. A means to calculate an efficient billing period use based on the service area's characteristics.
- (592)
8. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
9. The Permittee shall maintain a water conserving rate structure for the duration of the permit term. Any changes to the water conserving rate structure described in the application shall be described in detail as a component of the next Water Use Annual Report due April 1 of the year following the change.(659)
10. The Permittee shall submit a "Water Use Annual Report" to the District by April 1 of each year on their water use during the preceding calendar year using the form, "Public Supply Water Use Annual Report Form" (Form No. LEG-R.023.00 (01/09)), referred to in this condition as "the Form," and all required attachments and documentation. The Permittee shall adhere to the "Instructions for Completion of the Water Use Annual Report" attached to and made part of this condition in Exhibit B. The Form addresses the following components in separate sections.
- Per Capita Use Rate**
A per capita rate for the previous calendar year will be calculated as provided in Part A of the Form using Part C of the Form to determine Significant Use deduction that may apply. Permittees that cannot achieve a per capita rate of 150 gpd according to the time frames included in the "Instructions for Completion of the Water Use Annual Report," shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance.
- Residential Use**
Residential use shall be reported in the categories specified in Part B of the Form, and the methodology used to determine the number of dwelling units by type and their quantities used shall be documented in an attachment.
- Non-Residential Use**
Non-residential use quantities provided for use in a community but that are not directly associated with places of residence, as well as the total water losses that occur between the point of output of the treatment plant and accountable end users, shall be reported in Part B of the Form.
- Water Conservation**
In an attachment to the Form, the Permittee shall describe the following:
1. Description of any ongoing audit program of the water treatment plant and distribution systems to address reductions in water losses.
 2. An update of the water conservation plan that describes and quantifies the effectiveness of measures currently in practice, any additional measures proposed to be implemented, the scheduled implementation dates, and an estimate of anticipated water savings for each additional measure.
 3. A description of the Permittees implementation of water-efficient landscape and irrigation codes or

ordinances, public information and education programs, water conservation incentive programs, identification of which measures and programs, if any, were derived from the Conserve Florida Water Conservation Guide, and provide the projected costs of the measures and programs and the projected water savings.

Water Audit

If the current water loss rate is greater than 10% of the total distribution quantities, a water audit as described in the "Instructions for Completion of the Water Use Annual Report" shall be conducted and completed by the following July 1, with the results submitted by the following October 1. Indicate on Part A of the Form whether the water audit was done, will be done, or is not applicable.

Alternative Water Supplied Other Than Reclaimed Water

If the Permittee provides Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) to customers, the information required on Part D of the Form shall be submitted along with an attached map depicting the areas of current Alternative Water Use service and areas that are projected to be added within the next year.

Suppliers of Reclaimed Water

1. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd:

The Permittee shall submit the "SWFWMD Annual Reclaimed Water Supplier Report" on quantities of reclaimed water that was provided to customers during the previous fiscal year (October 1 to September 30). The report shall be submitted in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09), that will be provided annually to them by the District. A map depicting the area of reclaimed water service that includes any areas projected to be added within the next year, shall be submitted with this report.

2. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd:

a. The Permittee has the option to submit the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above, or

b. Provide information on reclaimed water supplied to customers on Part E of the Form as described in the "Instructions for Completion of the Water Use Annual Report"

Updated Service Area Map

If there have been changes to the service area since the previous reporting period, the Permittee shall update the service area using the map that is maintained in the District's Mapping and GIS system.

(660)

11. The compliance per capita daily water use rate shall be no greater than 109 gallons per day (gpd). The Permittee shall calculate the compliance per capita rate as described in the Annual Report Condition on this permit and shall submit the calculations with the Annual Report by April 1 of each year.

If the compliance per capita rate is greater than 109 gpd, the Permittee shall submit a report that documents why this rate was exceeded, measures previously or currently taken to reduce their compliance per capita rate, and a plan that describes additional measures and implementation dates for those measures to bring their compliance per capita rate to or below 109 gpd. This report shall be submitted with the Annual Report by April 1 for each year the compliance per capita rate exceeds 109 gpd. This report is subject to District approval. Justification for exceeding the adjusted gross per capita rate does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.

(767)

12. Permittees having their own wastewater treatment plant that generate at least advanced-secondary treated effluent (high-level disinfection, as described in Rule 62-600.440(5), F.A.C.) to the minimum FDEP requirements for public access reuse shall respond in a timely manner to inquiries about availability from water use permit applicants for water uses where such reclaimed water is appropriate. If reclaimed water is or will be available to that permit applicant within the next six years, the Permittees shall provide a cost estimate for connection to the applicant.(674)

13. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Regulation Department Director: District ID No(s). 1, Permittee ID No(s). 1. Meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)

14. The Permittee shall submit the analyses and summaries listed below on the dates required or upon request as described:

Population Growth: By June 17, 2020, the permittee shall submit analyses and summaries of the long-term trends over the portion of the permit term that has elapsed through the remaining term of the permit that addresses population growth based on the District's BEBR medium based GIS model or equivalent methodology

approved by the District, non-population based factors such as large industrial or other uses, other water demand, and per capita use.

If the demands through June 17, 2020 are less than 90% of the projected demands reflected in the permit for that period or for the remainder of the term of the permit, the permittee shall demonstrate a legal, technical or other type of hardship as to why the permitted demand should not be reduced to an allocation based on actual demands experienced through the reporting period and demands projected through the remaining term of the permit. Within 90 days of a District notification to the permittee that the demonstration was not made, the permittee shall submit a request to modify the permit allocation consistent with actual and projected demands.

Adverse Impacts Indicated: At any time during the permit term, if data indicate adverse impacts to environmental or other water resource, offsite land use or a legal existing use, non-compliance with a minimum flow or level or associated recovery or prevention strategy, or interference with a reservation, or where data indicate the impacts predicted at the time of permit issuance were underestimated to the degree that the previous analysis is inadequate, the District shall notify the Permittee that an updated ground-water modeling analysis and data analysis is required. The updated groundwater modeling analysis and data analysis shall address compliance with all conditions of issuance pursuant to Rule 40D-2.301, F.A.C. The Permittee shall submit the updated impact analysis and data analysis within 60 days of notification.

Time-Specified Conditions Met: If the 10-year criteria that qualified the permittee for a 20-year permit are not achieved, the permit duration shall revert to the applicable duration provided in section 40D-2.321, unless this reversion would put the permit in an expired status or with less than a year of remaining duration. In such cases, the permit will expire one year following the final determination of non-achievement and will be limited to a permitted quantity that equals an additional two years future demand beyond current demand, as determined pursuant to section 3.0 of Part B, Basis of Review, of the Water Use Permit Information Manual from the point of final determination of non-achievement.

(765)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

1. The Permittee shall provide access to an authorized District representative to enter the property at any reasonable time to inspect the facility and make environmental or hydrologic assessments. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. The District shall collect water samples from any withdrawal point listed in the permit or shall require the permittee to submit water samples when the District determines there is a potential for adverse impacts to water quality.
4. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
5. The Permittee shall mitigate to the satisfaction of the District any adverse impact to environmental features or off-site land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Adverse impacts include the following:
 - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - B. Sinkholes or subsidence caused by reduction in water levels;
 - C. Damage to crops and other vegetation causing financial harm to the owner; and
 - D. Damage to the habitat of endangered or threatened species.
6. The Permittee shall mitigate, to the satisfaction of the District, any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Adverse impacts include the following:
 - A. A reduction in water levels which impairs the ability of a well to produce water;
 - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
7. Notwithstanding the provisions of Rule 40D-1.6105, F.A.C., persons who wish to continue the water use permitted herein and who have acquired ownership or legal control of permitted water withdrawal facilities or the land on which the facilities are located must apply to transfer the permit to themselves within 45 days of acquiring ownership or legal control of the water withdrawal facilities or the land.
8. If any of the statements in the application and in the supporting data are found to be untrue and inaccurate, or if the Permittee fails to comply with all of the provisions of Chapter 373, Florida Statutes (F.S.), Chapter 40D, Florida Administrative Code (F.A.C.), or the conditions set forth herein, the Governing Board shall revoke this permit in accordance with Rule 40D-2.341, F.A.C., following notice and hearing.
9. Issuance of this permit does not exempt the Permittee from any other District permitting requirements.
10. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.
11. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.
12. The Permittee shall not deviate from any of the terms or conditions of this permit without written approval by the District.

13. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
14. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
15. In the event the District declares that a Water Shortage exists pursuant to Chapter 40D-21, F.A.C., the District shall alter, modify, or declare inactive all or parts of this permit as necessary to address the water shortage.
16. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing.
17. Within the SWUCA, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the permittee shall be provided with a statement of facts upon which the District based its determination and an opportunity to address the change or impact prior to a reconsideration by the Board of the quantities permitted or other conditions of the permit.
18. All permits issued pursuant to these Rules are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Permit Data Section, Performance Management Office on or before the tenth day of the following month. The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Performance Management Office in Brooksville (352-796-7211) if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Regulation Department Director.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.

8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.
9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOWMETER ACCURACY TEST INSTRUCTIONS

1. **Accuracy Test Due Date** - The Permittee is to schedule their accuracy test according to the following schedule:
 - A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
 - B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
 - C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
 - D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Permitting Department Director for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
 - E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

* The permittee may request their multiple permits be tested in the same month.

2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:
 - A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
 - B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
 - C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
 - D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:
- A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.014.00 (07/08) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "Permits and Rules" for Water Use Permits.
 - B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;
 - C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
 - D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
 - E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
 - F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items. with a notation of distances to these items.

ANNUAL REPORT SUBMITTAL INSTRUCTIONS

The "Public Supply Water Use Annual Report Form" (Form No. LEG-R.023.00 (01/09)), is designed to assist the Permittee with the annual report requirements, but the final authority for what must be included in the Water Use Annual Report is in this condition and in these instructions. Two identical copies of the "Public Supply Water Use Annual Report Form" and two identical copies of all required supporting documentation shall be included if submitted in hard copy. "Identical copy" in this instance means that if the original is in color, then all copies shall also be printed in color. If submitted electronically, only one submittal is required; however, any part of the document that is in color shall be scanned in color.

1. **Per Capita Use Rate** - A per capita rate for the previous calendar year will be progressively calculated until a rate of 150 gpd per person or less is determined whether it is the unadjusted per capita, adjusted per capita, or compliance per capita. The calculations shall be performed as shown in Part A of the Form. The Permittee shall refer to and use the definitions and instructions for all components as provided on the Form and in Part B, Chapter 3, Section 3.6 of the "Water Use Permit Information Manual." Permittees that have interconnected service areas and receive an annual average quantity of 100,000 gpd or more from another permittee are to include these quantities as imported quantities. Permittees in the Southern Water Use Caution Area (SWUCA) or the Northern Tampa Bay Water Use Caution Area (NTBWUCA), as it existed prior to October 1, 2007, shall achieve a per capita of 150 gpd or less, and those in these areas that cannot achieve a compliance per capita rate of 150 gpd or less shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance. Permittees not in a Water Use Caution Area that cannot achieve a compliance per capita rate of 150 gpd or less by December 31, 2019 shall submit this same report in the Annual Report due April 1, 2020.
2. **Residential Use** - Residential water use consists of the indoor and outdoor water uses associated with each category of residential customer (single family units, multi-family units, and mobile homes), including irrigation uses, whether separately metered or not. The Permittee shall document the methodology used to determine the number of dwelling units by type and the quantities used. Estimates of water use based upon meter size will not be accepted. If mobile homes are included in the Permittees multi-family unit category, the information for them does not have to be separated. The information for each category shall include:
 - A. Number of dwelling units per category,
 - B. Number of domestic metered connections per category,
 - C. Number of metered irrigation connections,
 - D. Annual average quantities in gallons per day provided to each category, and
 - E. Percentage of the total residential water use provided apportioned to each category.
3. **Non-Residential Use** - Non-residential use consists of all quantities provided for use in a community not directly associated with places of residence. For each category below, the Permittee shall include annual average gpd provided and percent of total non-residential use quantities provided. For each category 1 through 6 below, the number of metered connections shall be provided. These non-residential use categories are:

- A. Industrial/commercial uses, including associated lawn and landscape irrigation use,
 - B. Agricultural uses (e.g., irrigation of a nursery),
 - C. Recreation/Aesthetic, for example irrigation (excluding golf courses) of Common Areas, stadiums and school yards,
 - D. Golf course irrigation,
 - E. Fire fighting, system testing and other accounted uses,-
 - F. K-through-12 schools that do not serve any of the service area population, and
 - G. Water Loss as defined as the difference between the output from the treatment plant and accounted residential water use (B above) and the listed non-residential uses in this section.
4. **Water Audit** - The water audit report that is done because water losses are greater than 10% of the total distribution quantities shall include the following items:
- A. Evaluation of:
 - 1) leakage associated with transmission and distribution mains,
 - 2) overflow and leakage from storage tanks,
 - 3) leakage near service connections,
 - 4) illegal connections,
 - 5) description and explanations for excessive distribution line flushing (greater than 1% of the treated water volume delivered to the distribution system) for potability,
 - 6) fire suppression,
 - 7) un-metered system testing,
 - 8) under-registration of meters, and
 - 9) other discrepancies between the metered amount of finished water output from the treatment plant less the metered amounts used for residential and non-residential uses specified in Parts B and C above, and
 - B. A schedule for a remedial action-plan to reduce the water losses to below 10%.
5. **Alternative Water Supplied other than Reclaimed Water** - Permittees that provide Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) shall include the following on Part D of the Form:
- A. Description of the type of Alternative Water Supply provided,
 - B. County where service is provided,
 - C. Customer name and contact information,
 - D. Customer's Water Use Permit number (if any),
 - E. Customer's meter location latitude and longitude,
 - F. Meter ownership information,
 - G. General customer use category,
 - H. Proposed and actual flows in annual average gallons per day (gpd) per customer,
 - I. Customer cost per 1,000 gallons or flat rate information,
 - J. Delivery mode (e.g., pressurized or non-pressurized),
 - K. Interruptible Service Agreement (Y/N),
 - L. Month/year service began, and
 - M. Totals of monthly quantities supplied.
6. **Suppliers of Reclaimed Water** - Depending upon the treatment capacity of the Permittees wastewater treatment plant, the Permittee shall submit information on reclaimed water supplied as follows:
- A. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd shall utilize the "SWFWMD Annual Reclaimed Water Supplier Report" in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09). The "SWFWMD Annual Reclaimed Water Supplier Report" is described in Section 3.1 of Chapter 3, under the subheading "Reclaimed Water Supplier Report" and is described in detail in Appendix A to Part B, Basis of Review of the "Water Use Permit Information Manual."
 - B. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd can either utilize the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above or provide the following information on Part E of the Form:

- 1) Bulk customer information:
 - a) Name, address, telephone number,
 - b) WUP number (if any),
 - c) General use category (residential, commercial, recreational, agricultural irrigation, mining),
 - d) Month/year first served,
 - e) Line size,
 - f) Meter information, including the ownership and latitude and longitude location,
 - g) Delivery mode (pressurized, non-pressurized).
- 2) Monthly flow in gallons per bulk customer.
- 3) Total gallons per day (gpd) provided for metered residential irrigation.
- 4) Disposal information:
 - a) Site name and location (latitude and longitude or as a reference to the service area map),
 - b) Contact name and telephone,
 - c) Disposal method, and
 - d) Annual average gpd disposed.

Michael K. Balsler, M.P.A., P.G.

Authorized Signature
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

NOTICING PACKET PUBLICATION INFORMATION

PLEASE SEE THE NEXT PAGE OF THIS NOTICE FOR A LIST OF FREQUENTLY ASKED QUESTIONS (FAQ)

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1.) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2.) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county or counties where the proposed activities are to occur. Publication of notice informs "third parties" of their right to challenge the District's action. If proper notice is provided by publication, "third parties" have a 21-day time limit in which to file a petition opposing the District's action. A shorter 14-day time limit applies to District action regarding Environmental Resource Permits linked with an authorization to use Sovereign Submerged Lands. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken or intends to take final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frames stated above, you must publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication and guidelines for publishing are included in this packet.

Guidelines for Publishing a Notice of Agency Action

1. Prepare a notice for publication in the newspaper. The District's Notice of Agency Action, included with this packet, contains all of the information that is required for proper noticing. However, you are responsible for ensuring that the form and the content of your notice comply with the applicable statutory provisions.
2. Your notice must be published in accordance with Chapter 50, Florida Statutes. A copy of the statute is enclosed.
3. Select a newspaper that is appropriate considering the location of the activities proposed in your application, and contact the newspaper for further information regarding their procedures for publishing.
4. You only need to publish the notice for one day.
5. Obtain an "affidavit of publication" from the newspaper after your notice is published.
6. Immediately upon receipt send the **ORIGINAL** affidavit to the District at the address below, for the file of record. **Retain a copy of the affidavit for your records.**

Southwest Florida Water Management District
Records and Data Supervisor
2379 Broad Street
Brooksville, Florida 34604-6899

Note: If you are advertising a notice of the District's proposed action, and the District's final action is different, publication of an additional notice may be necessary to prevent future legal challenges. If you need additional assistance, please contact us at ext. 4360, at the Brooksville number listed above. (Your question may be on the FAQ list).

FAQ ABOUT NOTICING

1. **Q.** Do I have to do this noticing, and what is this notice for?
A. You do not have to do this noticing, unless you are issued a permit classified as an "Individual". You need to publish a notice if you want to ensure that a "third party cannot challenge the District's action on your permit, exemption, or petition at some future date. If you choose not to publish, there is no time limit to a third party's right to challenge the District's action.

2. **Q.** What do I need to send to the newspaper?
A. The enclosed one page notice form entitled "Notice of Final Agency Action (or Proposed Agency Action) By The Southwest Florida Water Management District." You must fill in the blanks before sending it.

3. **Q.** Do I have to use the notice form, or can I make up my own form?
A. You do not have to use our form. However, your notice must contain all information that is in the form.

4. **Q.** Do I send the newspaper the whole form (one page) or just the top portion that has blanks?
A. Send the full page form which includes the **NOTICE OF RIGHTS** section on the bottom half.

5. **Q.** Do I type or print the information in the blanks? Or will the newspaper fill in the blanks?
A. You are required to fill in the blanks on the form before sending it to the newspaper. Contact your selected newspaper for instructions on printing or typing the information in the blanks.

6. **Q.** The section 50.051, F.S. (enclosed) proof of publication form of uniform affidavit has blanks in the text. Do I fill in these blanks and send that to the newspaper?
A. No. That section shows the affidavit the newspaper will send you. They will fill in the blanks.

7. **Q.** If someone objects, is my permit or exemption no good?
A. If you publish a notice and a "third party" files a request for administrative hearing within the allotted time, the matter is referred to an administrative hearing. While the case is pending, generally, you may not proceed with activities under the challenged agency action. When the hearing is complete, the administrative law judge's (ALJ) recommendation is returned to the District Governing Board, and the Governing Board will take final action on the ALJ's recommendation. There is no time limit for a "third party" to object and file a request for administrative hearing if you do not publish a notice.

8. **Q.** I don't understand what I should put in the blanks on the Notice form?
A.
 1. **County, Section/Township/Range, application No., permit No., proposed permit No., petition No., Exemption No., or permit inquiry No.** is on your Permit, Petition, Exemption, or Denial document.
 2. **Permit Type or Application Type** is Environmental Resource Permit, Water Use Permit, etc.
 3. **# of Acres** is the project acres. This is listed on the Environmental Resource Permit documents. For Water Use Permits, Exemptions, etc., you may put "Not Applicable" if unknown.
 4. **Rule or Statute reference** (Exemptions only). The rule and/or statute reference is at the top of page one in the reference line of the Exemption. For all others, put "Not Applicable" in this blank.
 5. **Type of Project** describes your project activity. Environmental Resource Permit = Agriculture, Commercial, Government, Industrial, Mining, Road Projects, Residential, Semi-Public or Water Quality Treatment. Water Use Permit = Agricultural (if irrigating, state that it is irrigation and specify what is being irrigated), Industrial Commercial, Recreation Aesthetic, Mining Dewatering, or Public Supply.
 6. **Project Name** is the name of your project, if applicable. If there is no project name, put "Not Applicable" in this blank.

**CHAPTER 50, FLORIDA STATUTES
LEGAL AND OFFICIAL ADVERTISEMENTS**

<u>50.011</u>	Where and in what language legal notices to be published.
<u>50.021</u>	Publication when no newspaper in county.
<u>50.031</u>	Newspapers in which legal notices and process may be published.
<u>50.041</u>	Proof of publication; uniform affidavits required.
<u>50.051</u>	Proof of publication; form of uniform affidavit.
<u>50.061</u>	Amounts chargeable.
<u>50.071</u>	Court docket fund; service charges; publications.

50.011 Where and in what language legal notices to be published.-

Whenever by statute an official or legal advertisement or a publication, or notice in a newspaper has been or is directed or permitted in the nature of or in lieu of process, or for constructive service, or in initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, or for any purpose, including all legal notices and advertisements of sheriffs and tax collectors, the contemporaneous and continuous intent and meaning of such legislation all and singular, existing or repealed, is and has been and is hereby declared to be and to have been, and the rule of interpretation is and has been, a publication in a newspaper printed and published periodically once a week or oftener, containing at least 25 percent of its words in the English language, entered or qualified to be admitted and entered as periodicals matter at a post office in the county where published, for sale to the public generally, available to the public generally for the residents of official or other notices and customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public.

History.-s. 2, ch. 3022, 1877; RS 1296; GS 1727; s. 1, ch. 5610, 1907; RGS 2942; s. 1, ch. 12104, 1927; CGL 4666, 4901; s. 1, ch. 63-387; s. 6, ch. 67-254; s. 21, ch. 99-2.

Note.-Former s. 49.01.

50.021 Publication when no newspaper in county.

When any law, or order or decree of court, shall direct advertisements to be made in any county and there be no newspaper published in the said county, the advertisement may be made by posting three copies thereof in three different places in said county, one of which shall be at the front door of the courthouse, and by publication in the nearest county in which a newspaper is published.

History.-RS 1297; GS 1728; RGS 2943; CGL 4667; s. 6, ch. 67-254.

Note.-Former s. 49.02.

50.031 Newspapers in which legal notices and process may be published.

No notice or publication required to be published in a newspaper in the nature of or in lieu of process of any kind, nature, character or description provided for under any law of the state, whether heretofore or hereafter enacted, and whether pertaining to constructive service, or the initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, by any court in this state, or any notice of sale of property, real or personal, for taxes, state, county or municipal, or sheriff's, guardian's or administrator's or any sale made pursuant to any judicial order, decree or statute or any other publication or notice pertaining to any affairs of the state, or any county, municipality or other political subdivision thereof, shall be deemed to have been published in accordance with the statutes providing for such publication, unless the same shall have been published for the prescribed period of time required for such publication, in a newspaper which at the time of such publication shall have been in existence for 1 year and shall have been entered as periodicals matter at a post office in the county where published, or in a newspaper which is a direct successor of a newspaper which together have been so published; provided, however, that nothing herein contained shall apply where in any county there shall be no newspaper in existence which shall have been published for the length of time above prescribed. No legal publication of any kind, nature or description, as herein defined, shall be valid or binding or held to be in compliance with the statutes providing for such publication unless the same shall have been published in accordance with the provisions of this section. Proof of such publication shall be made by uniform affidavit.

History.-ss. 1-3, ch. 14830, 1931; CGL 1936 Supp. 4274(1); s. 7, ch. 22858, 1945; s. 6, ch. 67-254; s. 1, ch. 74-221; s. 22, ch. 99-2.

Note.-Former s. 49.03.

50.041 Proof of publication; uniform affidavits required.

(1) All affidavits of publishers of newspapers (or their official representatives) made for the purpose of establishing proof of publication of public notices or legal advertisements shall be uniform throughout the state.

(2) Each such affidavit shall be printed upon white bond paper containing at least 25 percent rag material and shall be 8.5 inches in width and of convenient length, not less than 5.5 inches. A white margin of not less than 2.5 inches shall be left at the right side of each affidavit form and upon or in this space shall be substantially pasted a clipping which shall be a true copy of the public notice or legal advertisement for which proof is executed.

(3) In all counties having a population in excess of 450,000 according to the latest official decennial census, in addition to the charges which are now or may hereafter be established by law for the publication of every official notice or legal advertisement, there may be a charge not to exceed \$2 for the preparation and execution of each such proof of publication or publisher's affidavit.

History.-s. 1, ch. 19290, 1939; CGL 1940 Supp. 4668(1); s. 1, ch. 63-49; s. 26, ch. 67-254; s. 1, ch. 76-58.

Note.-Former s. 49.04.

50.051 Proof of publication; form of uniform affidavit.-

The printed form upon which all such affidavits establishing proof of publication are to be executed shall be substantially as follows:

NAME OF NEWSPAPER
Published (Weekly or Daily)
(Town or City) (County) FLORIDA

STATE OF FLORIDA

COUNTY OF _____:

Before the undersigned authority personally appeared _____, who on oath says that he or she is _____ of the _____, a _____ newspaper published at _____ in _____ County, Florida; that the attached copy of advertisement, being a _____ in the matter of _____ in the _____ Court, was published in said newspaper in the Issues of _____.

Affiant further says that the said _____ is a newspaper published at _____, in said _____ County, Florida, and that the said newspaper has heretofore been continuously published in said _____ County, Florida, each _____ and has been entered as periodicals matter at the post office in _____, in said _____ County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this _____ day of _____, _____ (year), by _____, who is personally known to me or who has produced (type of identification) as identification.

_____(Signature of Notary Public)_____

_____(Print, Type, or Stamp Commissioned Name of Notary Public)_____

_____(Notary Public)_____

History.-s. 2, ch. 19290, 1939; CGL 1940 Supp. 4668(2); s. 6, ch. 67-254; s. 1, ch. 93-62; s. 291, ch. 95-147.

Note.-Former s. 49.05.

50.061 Amounts chargeable.-

(1) The publisher of any newspaper publishing any and all official public notices or legal advertisements shall charge therefore the rates specified in this section without rebate, commission or refund.

(2) The charge for publishing each such official public notice or legal advertisement shall be 70 cents per square inch for the first insertion and 40 cents per square inch for each subsequent insertion, except that:

(a) In all counties having a population of more than 304,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 80 cents per square inch for the first insertion and 60 cents per square inch for each subsequent insertion.

(b) In all counties having a population of more than 450,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 95 cents per square inch for the first insertion and 75 cents per square inch for each subsequent insertion.

(3) Where the regular established minimum commercial rate per square inch of the newspaper publishing such official public notices or legal advertisements is in excess of the rate herein stipulated, said minimum commercial rate per square inch may be charged for all such legal advertisements or official public notices for each insertion, except that a governmental agency publishing an official public notice or legal advertisement may procure publication by soliciting and accepting written bids from newspapers published in the county, in which case the specified charges in this section do not apply.

(4) All official public notices and legal advertisements shall be charged and paid for on the basis of 6-point type on 6-point body, unless otherwise specified by statute.

(5) Any person violating a provision of this section, either by allowing or accepting any rebate, commission, or refund, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) Failure to charge the rates prescribed by this section shall in no way affect the validity of any official public notice or legal advertisement and shall not subject same to legal attack upon such grounds.

History.-s. 3, ch. 3022, 1877; RS 1298; GS 1729; RGS 2944; s. 1, ch. 12215, 1927; CGL 4668; ss. 1, 2, 2A, 2B, ch. 20264, 1941; s. 1, ch. 23663, 1947; s. 1, ch. 57-180; s. 1, ch. 63-50; s. 1, ch. 65-569; s. 6, ch. 67-254; s. 15, ch. 71-136; s. 35, ch. 73-332; s. 1, ch. 90-279.

Note.-Former s. 49.06.

50.0711 Court docket fund; service charges; publications.-

(1) The clerk of the court in each county may establish a court docket fund for the purpose of paying the cost of publication of the fact of the filing of any civil case in the circuit court of the county by the style and of the calendar relating to such cases. This court docket fund shall be funded by \$1 mandatory court cost for all civil actions, suits, or proceedings filed in the circuit court of the county. The clerk shall maintain such funds separate and apart, and the proceeds from this court cost shall not be diverted to any other fund or for any purpose other than that established in this section. The clerk of the court shall dispense the fund to the designated record newspaper in the county on a quarterly basis.

(2) A newspaper qualified under the terms of s. 50.011 shall be designated as the record newspaper for such publication by an order of the majority of the judges in the judicial circuit in which such county is located, and such order shall be filed and recorded with the clerk of the circuit court for such county. The designated record newspaper may be changed at the end of any fiscal year of the county by a majority vote of the judges of the judicial circuit of the county ordering such change 30 days prior to the end of the fiscal year, notice of which order shall be given to the previously designated record newspaper.

(3) The publishers of any designated record newspapers receiving payment from this court docket fund shall publish, without additional charge, the fact of the filing of any civil case, suit, or action filed in such county in the circuit. Such publication shall be in accordance with a schedule agreed upon between the record newspaper and the clerk of the court in such county.

(4) The publishers of any designated record newspapers receiving revenues from the court docket fund established in subsection (1) shall, without charge, accept legal advertisements for the purpose of service of process by publication under s. 49.011(4), (10), and (11) when such publication is required of persons authorized to proceed as indigent persons under s. 57.081.

History.-s. 46, ch. 2004-265.

**NOTICE OF FINAL AGENCY ACTION BY
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

Notice is given that the District's Final Agency Action is approval of the _____
(Permit Type)

on _____ acres to serve _____ known as _____
(# of Acres) (Type of Project) (Project Name)

The project is located in _____ County, Section(s) _____
(County Name) (Section)

Township _____ South, Range _____ East. The permit applicant
(Township) (Range)

is _____ whose address is _____
(name) (Address)

The permit No. is _____
(Permit #)

The file(s) pertaining to the project referred to above is available for inspection Monday through Friday except for legal holidays, 8:00 a.m. to 5:00 p.m., at the Southwest Florida Water Management District
(District) _____
(Address of District Office issuing Permit)

NOTICE OF RIGHTS

Any person whose substantial interests are affected by the District's action regarding this permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or final action; (2) state all material facts disputed by each person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C.* A request for hearing must be filed with and received by the Agency Clerk of the District at the District's Brooksville address, 2379 Broad Street, Brooksville, FL 34604-6899 within 21 days of publication of this notice (or within 14 days for an Environmental Resource Permit with Proprietary Authorization for the use of Sovereign Submerged Lands). Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Sections 120.569 and 120.57, F.S.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice of final agency action. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's final action in this matter is not available prior to the filing of a request for hearing.

**PART II HEARINGS INVOLVING
DISPUTED ISSUES OF MATERIAL FACT**

28-106.201 Initiation of Proceedings.

(1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8.5 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

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

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

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

Specific Authority 120.54(3), (5) F.S. Law Implemented 120.54(5), 120.569, 120.57 F.S. History-New 4-1-97, Amended 9-17-98, 1-15-07.

**PART III PROCEEDINGS AND HEARINGS
NOT INVOLVING DISPUTED ISSUES OF
MATERIAL FACT**

28-106.301 Initiation of Proceedings

(1) Unless otherwise provided by statute and except for agency enforcement and disciplinary actions initiated under subsection 28-106.2015(1), F.A.C., initiation of a proceeding shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document which requests a proceeding. Each petition shall be legible and on 8.5 by 11 inch white paper or on a form provided by the agency. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) An explanation of how the petitioner's substantial interests will be affected by the agency determination;

(d) A statement of when and how the petitioner received notice of the agency decision;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action;

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action; and

(h) A statement that no material facts are in dispute.

Specific Authority 120.54(5) F.S. Law Implemented 120.54(5), 120.569, 120.57 F.S. History-New 4-1-97, Amended 9-17-98, 1-15-07, 12-24-07.

Andreyev Engineering Inc
3740 54TH AVENUE NORTH
ST PETERSBURG, FL 33714

Crooked Lake Park Water Company
25 FIRST AVENUE NORTH
LAKE WALES, FL 33854

Kevin J Egan
25 1ST AVE N
LAKE WALES, FL 33859

APPENDIX "E"
DEVELOPER AGREEMENTS

Appendix E

Atlantic Funding LTD Developer Agreement (see attached)

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered this ____ day of _____, 2017 by and between ATLANTIC FUNDING, LTD., hereinafter referred to as "Developer", and PARK WATER COMPANY, INC., hereinafter referred to as "Company".

WHEREAS, Developer owns or controls lands, located within and adjacent to the Company's Utility Service Areas, located in Polk County, Florida, and described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property;" and

WHEREAS, Developer intends to develop the Property in phases for a combination of residential and commercial uses as currently approved by Polk County; and

WHEREAS, Company is the owner of a central water distribution system ("Water System") which provides potable water service to parties within its utility service boundary that was established pursuant to Chapter 180, Florida Statutes, as amended; and

WHEREAS, Developer desires that the Company provide central water distribution service for Developer's Property currently located within Company's utility service boundary and to provide for incorporation into the utility service boundary of Developer's adjacent Property, and the extension of Company's service territory is subject to the application and approval process by the Florida Public Service Commission. This process is lengthy and comes with application fees and administrative costs. Company would require the capacity reservation letter and all applicable plant capacity fees be paid for this phase of the project prior to applying for this extension of service territory. Park Water Company will not be held responsible should the commission not grant the extension of the service territory. If the extension is not granted, the plant capacity fees paid in excess of the actual cost including but not limited to application fees, engineering fees, legal and administrative fees shall be refunded to the developer.

WHEREAS, the Company is willing to provide, as required by Chapter 180, Florida Statutes and pursuant to the provisions of this Agreement and Company's prevailing Service Code, central potable water services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive water supply at the established flow rates and pressure from Company;

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

1. Recitals. The foregoing statements are true and correct.
2. Service Code. Developer agrees to strictly adhere to Company's prevailing Service Code, a current copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference ("Service Code").

3. Assurance of Title. At the time of execution of this Agreement, the Developer agrees to deliver to Company a copy of a Title Insurance Policy, in a form and substance satisfactory to Company with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

4. Extension of Water Service. Company and Developer agree to cooperate to provide for an extension of Company's existing central water distribution service to the Property. The proposed connection will be completed generally in multiple phases as follows:

a. In order to facilitate Developer's initial project to develop a 6,500 square foot gas/convenience store (the "**Initial Development**"), Company has provided a potable water capacity commitment letter, dated January 17, 2017, to Developer wherein the Company has committed potable water capacity for the Initial Development at the southeast corner of the intersection of U.S. 27 and S.R. 640. The Developer shall extend the Company's existing eight (8) inch water line located on the west side of U.S. 27, by jack and bore construction, to provide potable water service and fire service for the Initial Development on the Company's Property ("**8 Inch Water Line Extension**").

i. The Developer shall be allowed a credit towards the Fees otherwise due and payable hereunder (the "**Fee Credits**") in the amount equal to the documented design, engineering, materials and construction costs incurred by Developer (collectively, the "**Construction Expenses**") for the construction of the 8 Inch Water Line Extension. In the event that the Fee Credits exceed the amount of Fees owed by Developer to the Company with respect to the Initial Development, the Developer shall be provided a "pioneering" agreement whereby the Developer is reimbursed for the unreimbursed portion of the Construction Expenses at such time that other parties connect to the Extended Water Line, or further extensions thereof, with connection and other fees collected from said third parties, until the Developer has been reimbursed for all Construction Expenses. Plant Capacity Fees shall not be subject to the "Fee Credits" clause in this agreement. Plant Capacity Fees are for the maintenance of the Park Water Company onsite plant for water production and treatment. Main Line Extension Fees shall be the only fees subject to "Fee Credits".

ii. Further, Company agrees to not object to Developer's efforts to permit a well to provide additional fire water protection flows and pressures for the initial projects. Developer agrees to limit the use of the new well to only fire protection for Developer's projects.

b. In order to provide long term potable water service for commercial and residential development planned for the Property (the "**Additional Development**"), Developer and Company agree it is necessary to install a twelve (12) inch potable water main from Company's property to Developer's Property. Subject to the terms of this Agreement, Company agrees to allow Developer to construct approximately 1,600 linear feet of twelve (12) inch potable water main from Company's tower, along U.S. 27 to the southern boundary

of Developer's Property. In addition, Developer shall construct approximately 2,000 linear feet of twelve (12) inch potable water main from the southern boundary of the Property along U.S. 27, as generally depicted in **Exhibit "C"** to this Agreement. The potable water lines referenced in this paragraph shall be referred to as the "**Extended Water Line**".

i. The Company shall provide the necessary easements or right-of-way approvals, at Company's sole cost and expense, to allow the Developer to extend the Extended Water Line from the Water System to the Property. The Company shall provide only easements required for construction on the Company's property. All other easements are to be provided by the developer including permitted use DOT and County Right of Ways and other private property as required by the engineered design.

ii. Upon completion of construction and certification of the Extended Water Line, Developer shall dedicate the ownership of the Extended Water Line to Company, and Company shall accept the Extended Water Line and be solely responsible for ownership, maintenance, repair and replacement.

iii. The Developer shall be allowed Fee Credits towards the Fees otherwise due and payable hereunder in the amount equal to the Construction Expenses incurred by Developer for the construction of the Extended Water Line. In the event that the Fee Credits exceed the amount of Fees owed by Developer to the Company, the Developer shall (A) be entitled to apply such excess Fee Credits towards subsequent Fees that may otherwise become due and payable hereunder and (B) be provided a "pioneering" agreement whereby the Developer is reimbursed for the unreimbursed portion of the Construction Expenses at such time that other parties connect to the Extended Water Line, or further extensions thereof, with connection and other fees collected from said third parties, until the Developer has been reimbursed for all Construction Expenses. Plant Capacity Fees shall not be subject to the "Fee Credits" clause in this agreement. Plant Capacity Fees are for the maintenance of the Park Water Company onsite plant for water production and treatment. Main Line Extension Fees shall be the only fees subject to "Fee Credits".

iv. The Developer anticipates developing the Additional Development in phases, and shall provide advance written notice to the Company at least six (6) months before the Developer needs committed capacity for any such commercial or residential development (the "**Capacity Notice**").

e. The Developer shall submit reasonable documentation for the costs expended for the design, materials and construction of the 8 Inch Water Line Extension, the Extended Water Line or other improvements constructed pursuant to the provisions of this Agreement (collectively, the "**Company Improvements**") for which Fee credits are available in accordance with the provisions of this Agreement. Developer shall obtain bids from at least three (3) contractors. With respect to the construction of Improvements, the Developer shall only be entitled to credits in the amount of the lowest of the three (3) contractor bids obtained by the Developer. Park Water Company shall have the opportunity to review the three bids obtained by the developer and should bids be higher than customary have the option to obtain up to three additional bids from Park Water Company approved vendors for comparison and

use for the establishment of fee credits.

5. Fees. Developer hereby agrees to pay to Company the following fees:

a. Main Extension Charges. In lieu of payment of Company's Main Extension Charges, Developer shall pay all Construction Expenses to design and construct the 8 Inch Water Line Extension and the Extended Water Line, as described above, subject to Developer's rights to Fee Credits as provided above and the Company's obligation to provide the necessary easements and or right-of-way for the construction of the Extended Water Line from the Water System to the Property. The Company shall provide only easements required for construction on the Company's property. All other easements are to be provided by the developer including permitted use DOT and County Right of Ways and other private property as required by the engineered design.

b. Plant Capacity Charge. For the reservation of capacity for the development of Developer's Property, subject to Developer's rights to Fee Credits as provided above (the "Plant Capacity Charges"), as follows: Plant Capacity Charges are not subject to Fee Credits.

i. For the Initial Development, Developer shall pay the Plant Capacity Charges in accordance with the Company's existing rate schedule in the normal course of the approval process for Developer's Initial Development.

ii. For the Additional Development, Developer shall pay the Plant Capacity Charges, in accordance with the Company's then existing rate schedule, with its Capacity Notice. No Capacity is reserved for any future phase until the written request for reservation is made and the total Plant Capacity Fees are for each phase.

c. Meter Installation Fee - The charge (collectively, the "Meter Installation Fee") imposed by the Company for the water meter, meter box, and appurtenances (collectively, the "Meter"), together with the installation of the Meter, installed at the request of Developer. Said Meter Installation Fee shall be paid by Developer in accordance with the Company's adopted and approved regulations at the time of installation and connection of the Meter. The Meter Installation Fee is for the residential size meter only. All boxes, tapping saddles, pipe, and valves shall be constructed by the developer at the time of the main extension for residential units. Non-residential meters, tapping saddles, pipe, and valves shall be paid by the developer at actual cost in lieu of the Meter Installation Fee.

6. Equivalent Residential Connections Reserved - The parties agree that the potable water capacity needed to provide service to the Property (the "Reserved Capacity") is as follows:

a. Company has reserved 20 equivalent residential connections ("ERC's") for the Initial Development in the normal course of the approval process for Developer's Initial Development.

b. Company will provide Reserved Capacity to Developer for the Additional

Development within sixty (60) days after receipt of the Capacity Notice to Company. The Developer generally expects the Additional Development, to be developed in phases to be determined at a later date, to include the following: All requests are subject to government approval should it exceed our permitted capacity at the time of request.

- i. Commercial retail development on approximately 24 +/- acres.
- ii. Approximately 427 single family residences
- iii. Approximately 350 multi-family units

c. The parties hereto acknowledge and agree that the Developer shall not be entitled to develop the Property with uses that exceed the Reserved Capacity granted pursuant to the provisions of this Agreement.

7. **Water Distribution System** - To induce Company to provide the water treatment facilities, and to continuously provide consumers located on the Property with water services, unless otherwise provided for herein, Developer hereby covenants and agrees, subject to Developer's rights to Fee Credits as provided above, to construct and to transfer ownership and control to Company of additional facilities and improvements to the Company's potable water distribution system, including, without limitation, the 8 Inch Water Line Extension, the Extended Water Line, and all lines, pipes, valves, fittings, laterals, hydrants and all other appurtenances and components of such water distribution system (the "**Owner Water Distribution System**"), constructed adequate in size to serve the Property. The Company Water Distribution System may be designed and constructed in phases so that any reference to or obligation regarding the Owner Water Distribution System shall be to that portion of the Owner Water Distribution System that has been designed and constructed at any given time.

Developer and Company mutually agree to cooperate to allow Developer to construct the Owner Water Distribution System, and either party, at the request of the other, shall join in any applications or documents that may be reasonably required by the governmental authorities having jurisdiction or granting access and easements to Company's Property, where necessary, to allow survey, construction or other installations required for the Owner Water Distribution System. Company hereby further agrees that the foregoing grants or promises of grants include the necessary right of ingress and egress to any part of Company's Property upon which Developer is constructing the Owner Water Distribution System, and that the foregoing grants shall be for only such period of time as Company or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation, repair, replacement or expansion of the Improvements or facilities that are a part of the Owner Water Distribution System.

Developer shall be responsible for the design, installation, and inspection and testing of the Owner Water Distribution System, and the associated costs, fees, and expenses, subject to Developer's rights to Fee Credits as provided above. The Company shall assume all responsibility, liability, and all obligations for ownership, maintenance, operation, repair, replacement or expansion of the Owner Water Distribution System upon issuance of a final letter of acceptance.

Upon completion of construction of the Owner Water Distribution System by Developer, Developer's engineer of record shall submit to Company all proper documentation as described in Company's Developer Procedures and Construction Standards and Specifications, a copy of which are attached hereto and incorporated herein by reference as **Exhibit "D,"** Developer understands and agrees that Company will withhold service to the Property until all required items are received and found to be reasonably acceptable to Company.

By these presents, Developer hereby covenants to transfer to Company title to all of the Owner Water Distribution System that are constructed or installed by Developer or Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance shall take effect at the time Company issues its final letter of acceptance. Developer agrees to warrant and/or guaranty, or provide a manufacturer's or contractor's warranty and/or guaranty regarding, against faulty workmanship and defective materials for a period of one (1) year from the date of Company's final letter of acceptance with respect to all of the Owner Water Distribution System being transferred to Company.

Company agrees that the issuance of the final letter of acceptance for the Owner Water Distribution System installed by Developer shall constitute the assumption of responsibility and liability by Company for the continuous ownership, operation, maintenance, repair and replacement of the Owner Water Distribution System from that date forward. Developer understands and agrees that the Company shall assume ownership and responsibility for the Water Distribution System only up to the point of service as defined by the Company. Developer agrees to pay all costs associated with adjusting or relocating Improvements herein dedicated to Company during and after the warranty period when such adjustments or relocations are caused by changes initiated by Developer. In the event that such adjustments or relocations are caused by changes initiated by Developer's successors or assigns, such successors or assigns shall be responsible for such costs as a condition of the adjustment of relocation of the Company's Improvements.

In the event that Company, for whatever reason, does not take possession, ownership and control of the Owner Water Distribution System constructed by the Developer, and provides master metered service to the Developer for the use of several customers, the Developer shall be required to maintain water quality at each individual outlet which is in compliance with all drinking water standards promulgated by the Florida Department of Environmental Protection and Polk County Health Department. At no time shall such water quality standards be required to be in excess of those attained at Company's point of delivery to the master meter.

9. **Easements** - Developer hereby grants and gives to Company, its successors and assigns, subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain and operate the Owner Water Distribution System to serve the Property; and the exclusive right or privilege to own, maintain, alter, replace and operate said Owner Water Distribution System in, under, upon, over and across the present and future streets, roads, alleys, easements, rights of way, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants which are

independent of said record plats. Developer and Company agree to utilize Company's standard form of easement agreement and to provide title insurance consistent with Company's Developer Procedures for all easements. Developer shall obtain any and all necessary easements that may be required in order to carry out the terms, conditions and intent hereof, at Developer's expense, and shall convey same to Company in accordance with this paragraph. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their position, join in the grant or dedication of the easements or rights-of-way, or give to Company assurance by way of a "non-disturbance agreement" that in the event of foreclosure, such mortgagee would continue to recognize the easement rights of Company, and not extinguish the Company's easement rights. All Owner Water Distribution System Improvements, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes.

Developer hereby affirms that, to the best of Developer's knowledge, all properties within which the Owner Water Distribution System is to be constructed are free of soil and ground water contamination.

10. **Agreement to Serve.** Upon the completion of construction and acceptable inspection of the Owner Water Distribution System, and the issuance of the final letter of acceptance by Company, Company covenants and agrees that it will connect or oversee the connection of the Owner Water Distribution System constructed by Developer in accordance with the terms and conditions of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. Company agrees that once it provides potable water service to the Property and Developer, or others have connected consumer installations to the Owner Water Distribution System, the Company will continuously provide, at its cost and expense, but in accordance with other provisions of this Agreement, including rules, regulations and rate schedules, potable water service to the Property in a manner to conform with all requirements of the applicable governmental and quasi-governmental entities having jurisdiction over the operations of Company.

11. **Exclusive Right to Provide Service.** Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not engage in the business or businesses of providing potable water services to the Property during the period of time Company, its successors and assigns, provide potable water services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Company shall have the sole and exclusive right and privilege to provide potable water services to the Property located within the Company's utility service area and to the occupants of such residences, buildings or units constructed thereon, except as may be otherwise provided in this Agreement for irrigation or other non-potable uses.

12. **Rates.** Company agrees that the rates to be charged to Developer and individual consumers of water services shall be those set forth in the Company's Service Code. However, notwithstanding any provision of this Agreement, Company, its successors and assigns, may

establish and enforce, amend or revise, from time to time in the future, rates or rate schedules so established. Rates charged to Developer or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Company. Notwithstanding any provision in this Agreement, Company may establish, amend or revise, from time to time in the future, and enforce rules and regulations covering water services to the Property, including the Company's Service Code. In the event of a conflict of the provisions of this Agreement, such rules and regulations shall control.

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

13. Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise subject to the terms and conditions of this Agreement. Developer and Company understand and agree that the Reserved Capacity reserved hereunder, or that is hereafter reserved by Developer from the Company, can be assigned by Developer to third parties who purchase all or a portion of Developer's Property or take title to all or a portion of the Property through other valid transfer or assignment, including, without limitation, the transfer or assignment of the Property as a result of a judicial proceeding such as mortgage foreclosure sale or a transfer in lieu of foreclosure, and the collateral assignment of said Reserved Capacity for the purposes of obtaining financing. In any such case, the Developer shall provide a notice or evidence of such assignment, or partial assignment as the case may be, to Company. Nothing herein shall preclude sales of individual units and assignment of rights of water service pertaining thereto.

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

Atlantic Funding Ltd., LLC
Attn: William Cooley, MGR/Member
229 Edmor Rd.
West Palm Beach, Florida 33405
cool3003@bellsouth.net

With a copy to:

Jacob C. Dykxhoorn, Esquire
Dykxhoorn Law Firm, P.A.
225 E. Stuart Avenue
Lake Wales, FL 33853
jack@dykxhoornlaw.com

And to Company, at:

Park Water Company, Inc.
25 1st Ave. N
Lake Wales, Florida 33859
tstaiano@mecojax.com

15. **Miscellaneous.**

a. **Laws of Florida.** Regardless of where executed, this Agreement shall be governed by the laws of the State of Florida. Notwithstanding contrary principles of conflicts of law, if any, and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authorities, if applicable.

b. **Costs and Attorney's Fees.** In the event the Company or Developer are required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees. Costs and attorney's fees include, but are not limited to, expenses associated with trial court, mediation, arbitration, appellate court or bankruptcy court proceedings. The Company and Developer shall each pay its own costs and attorney fees with respect to the negotiations and drafting of this Agreement, and the implementation of the matters set forth herein.

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

d. **Indemnification** - The parties hereto agree to indemnify and hold each other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which it may become subject by reason of or arising out of the breach or non-performance of this Agreement. This indemnification provision shall survive the actual connection to Company's Water System.

e. The rights, privileges, obligations and covenants of Developer and Company shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

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

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

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

i. Notwithstanding the gallonage calculations that could be made hereunder relative to ERCs, Developer agrees that the intention of this agreement is to reserve a given number of units of capacity for the Property and not for purposes of any other calculations.

j. It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

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

l. Company shall, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities, and Developer shall, at all reasonable times and hours, have the right to inspect Company's lines, facilities and tower. This provision shall be binding on the successors and assigns of the Company and Developer.

m. This Agreement is binding on the successors and assigns of the parties hereto.

n. Each party hereby agrees to grant such further assurances and provide such additional documents as may be reasonably required, each by the other, in order to carry out the terms, conditions and comply with the express intention of this Agreement.

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

PARK WATER COMPANY, INC.

By _____

Print Name: Anthony Staiano, President

TWO WITNESSES TO "COMPANY"

Witness
Print Name: _____

Witness
Print Name: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Anthony Staiano, President of Park Water Company, Inc., who is personally known to me.

Notary Public

Print Name
Commission No:
My Commission Expires:
(Seal)

ATLANTIC FUNDING LTD., LLC

By _____
William O. Cooley, Manager/Member

TWO WITNESSES AS TO "DEVELOPER"

Witness
Print Name: _____

Witness
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by William O. Cooley, Manager/Member of Atlantic Funding Ltd., LLC, who is personally known to me.

Notary Public

Print Name
Commission No:
My Commission Expires:
(Seal)

**PROPERTY DESCRIPTION
EXHIBIT "A"**

EXHIBIT "B"
SERVICE CODE

EXHIBIT "C"
EXTENDED WATER LINE

EXHIBIT "D"
Company's Developer Procedures and Construction Standards and Specifications

APPENDIX "F"

CONTRACTS AND LEASES

1. Utility TrakR Billing Software by Starnik - Cloud based software annual support Annual Contract \$3,876 annual cost. Includes support and standard software maintenance. (No agreement is on record. (This agreement is prepaid through 6/30/21)
2. Master Meter Harmony Mobile meter reading system - Cloud based software support - a copy of the support agreement and warranty is available at Master Meter Inc. The annual support agreement cost is \$3,850 per year.
3. Allegro Network support is \$5,000 per year - Alternative Choice Wireless has equipment located at treatment facility currently. They provide internet service and use the water tower for distribution of the signal. They have been given notice of termination of current agreement with Park Water Company. They have requested when the time is appropriate to have discussions about leasing space from the new owner. If no agreement is made Seller will ask them to remove all of their equipment prior to closing.

APPENDIX "G"
INVENTORY

Appendix G

Roughly 75 spare meter boxes and lids

Spare HMI for visual water plant control.

Spare Rosemont pressure sensor.

Spare Control Logix CPU for water plant control

Various spare PVC parts from ½" to 8", couplings, repair couplings, fittings, etc.

Various water keys, wrenches,

1 - 2" water meter

APPENDIX "H"

EQUIPMENT

Appendix H

- 1 - 75 KW propane generator and ATS backup for booster pumping station
- 1 - CAT 100KW diesel generator
- 1 - Ford direct right angle drive backup linked to well #2
- 1 - Waukesha direct right angle drive back up linked to well #1

APPENDIX "I"
ENVIRONMENTAL LAW COMPLIANCE

Appendix I

One known secondary monitoring violation in 2018 for odor. See the attached notice.
We have had no complaints about odor.

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts



Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

Vision: To be the Healthiest State in the Nation

April 1, 2019

Tony Staiano
Park Water Company Inc.
25 First Avenue North
Lake Wales, FL 33859

RE: Park Water Company Public Water System
PWS ID No. 6530408 // Violation # 20190007534

ODOR MCL VIOLATION

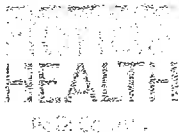
Our records indicate that result received for Secondary Contaminant Odor sample dated December 4, 2018, detected 71 TON@40C. This result exceeded the maximum contaminant level (MCL) of 3.00 TON@40C. An MCL violation was generated for this parameter.

The department recommends that corrective action be taken for this contaminant. If complaints are received from your customers because of high levels of odor in the drinking water, you will be required at that time to meet the applicable standards.

If you have any questions, please contact me at (863) 578-2033.

Sincerely,

Alphonse Inevil / Compliance Officer



Alphonse Inevil, MSEE/ME

Environmental Specialist III
Environmental Health Division
Florida Department of Health in Polk County
2090 East Clower Street, Bartow, FL 33830-6741

Office: (863) 578-2033, FAX: (863) 534-0245

Email: Alphonse.Inevil@flhealth.gov

<http://polk.floridahealth.gov/>

Mission: To protect, promote, and improve the health of all people in Florida through integrated state, county, and community efforts.

Email copy to:

[Tony Staiano] simcoi@aol.com

PARKWATERCO@AOL.COM

**Florida Department of Health
in Polk County**

ENVIRONMENTAL HEALTH DIVISION
2090 East Clower Street • Bartow, FL 33830 6741
PHONE: (863) 519-8330 • FAX: (863) 534-0245
<http://polk.floridahealth.gov/>



www.FloridaHealth.gov

TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: fdooh
FLICKR: HealthyFla
PINTEREST: HealthyFla

Florida Health: the first accredited public health system in the U.S.

APPENDIX "J"
PENDING OR THREATENED LEGAL ACTIONS

Appendix J

There are no known pending or threatened legal actions against Park Water Company

APPENDIX "K"
REAL PROPERTY ENCROACHMENTS

Appendix K

There are no known Real Property Encroachments

APPENDIX "L"
SELLER CLOSING INDEBTEDNESS

Appendix L

Florida State Revolving Loan #DW5300010 - Current Balance \$1,122,420

Wells Fargo Business Line of Credit - Current Balance \$44,155

Promissory Note to William Staiano - Current Balance \$172,757

Anthony Staiano notes, paid in capital, and stock - \$460,355

APPENDIX "M"
CERTAIN EXCLUDED ASSETS

Appendix M

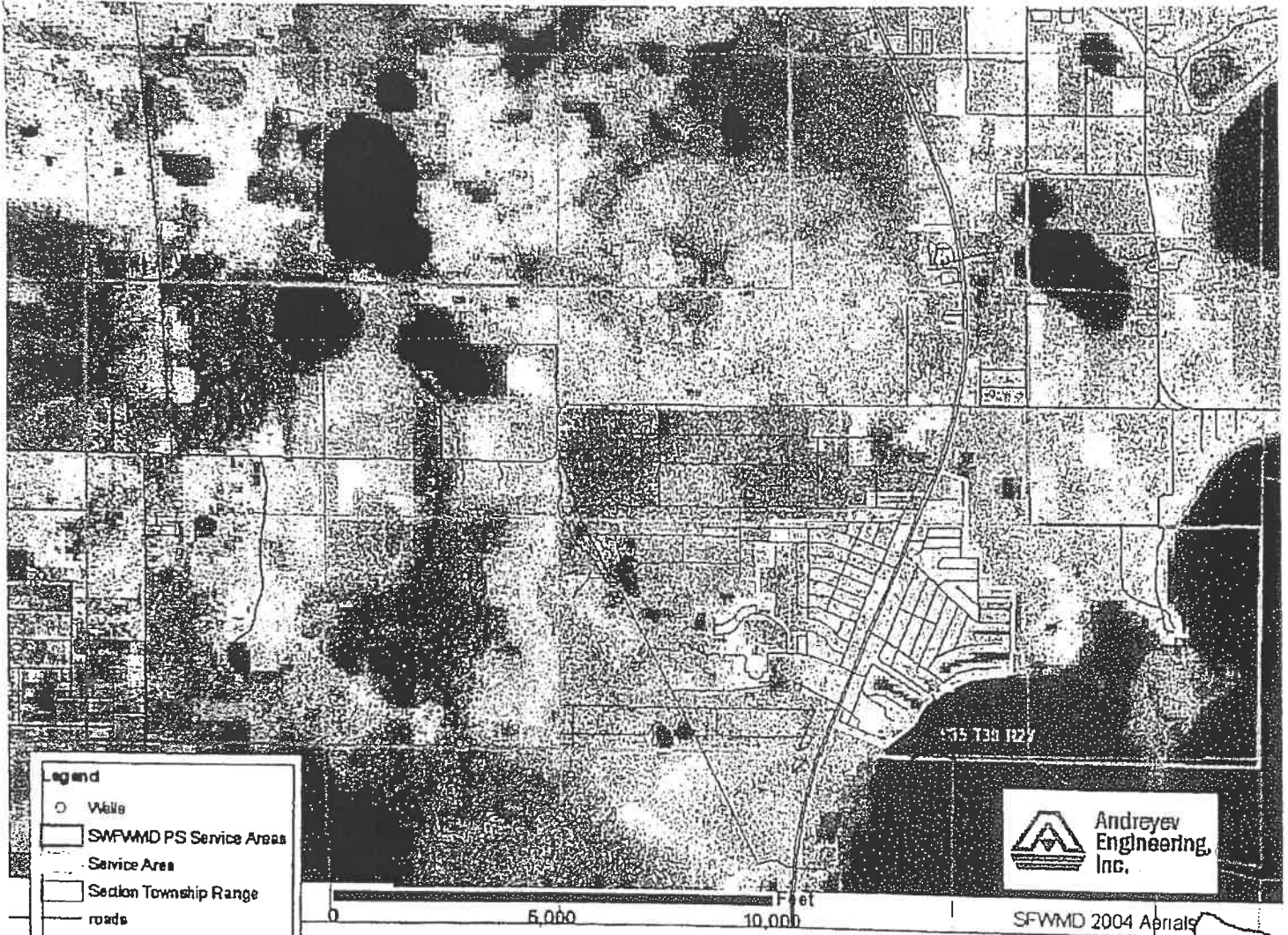
There are no excluded assets.

EXHIBIT E






MAP AND LEGAL DESCRIPTION

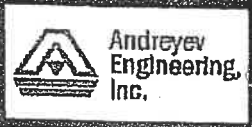
DESCRIPTION OF TERRITORY SERVED

SECTIONS 23, 26, 27, 28, 29, 32, 33, 34, 35, AND 36
OF TOWNSHIP 30 SOUTH, RANGE 27 EAST, ALL
LOCATED IN POLK COUNTY, FLORIDA.



Legend

-  Wells
-  SFWMD PS Service Areas
-  Service Areas
-  Section Township Range
-  roads



SFWMD 2004 Annual Report

EXHIBIT F
WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises.....	9.0	14.0
Adjustment of Bills.....	10.0	22.0
Adjustment of Bills for Meter Error.....	10.0	23.0
All Water Through Meter.....	10.0	21.0
Application.....	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation.....	8.0	11.0
Continuity of Service.....	8.0	9.0
Customer Billing.....	9.0	16.0
Delinquent Bills.....	7.0	8.0
Extensions.....	7.0	6.0
Filing of Contracts.....	10.0	25.0
General Information.....	7.0	1.0
Inspection of Customer's Installation.....	9.0	13.0
Limitation of Use.....	8.0	10.0
Meter Accuracy Requirements.....	10.0	24.0
Meters.....	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently.....	10.0	18.0
Protection of Company's Property.....	8.0	12.0
Refusal or Discontinuance of Service.....	7.0	5.0
Right-of-way or Easements.....	9.0	15.0
Tariff Dispute.....	7.0	2.0
Termination of Service.....	9.0	17.0
Type and Maintenance.....	7.0	7.0
Unauthorized Connections – Water.....	10.0	19.0

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)

(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)

(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)

(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.

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

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"	\$ 12.65
1"	\$ 31.62
1 1/2"	\$ 63.24
2"	\$ 101.19
3"	\$ 202.26
4"	\$ 316.19
6"	\$ 632.40
Charge per 1,000 gallons	\$ 4.37

- 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 - October 31, 2015
- TYPE OF FILING - Reorganization to Conform to Model Tariff

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>
All meter sizes	\$ 12.65
Charge per 1,000 gallons	
0 – 5,000 gallons	\$ 3.79
5,001 – 10,000 gallons	\$ 4.74
10,001 – 15,000 gallons	\$ 5.68
Over 15,000 gallons	\$ 6.62

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 – October 31, 2015

TYPE OF FILING – Reorganization to Conform to Model Tariff

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"	\$30.00	2x Average monthly bill
1"	2x Average monthly bill	2x Average monthly bill
1 1/2"	2x Average monthly bill	2x Average monthly bill
Over 2"	2x Average monthly bill	2x Average monthly bill

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 -- October 31, 2015

TYPE OF FILING -- Reorganization to Conform to Model Tariff

WS-15-0199

ANTHONY STAIANO
ISSUING OFFICER

PRESIDENT
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.

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.

LATE PAYMENT CHARGE - This charge would be levied when a customer's billing account is not paid timely and is therefore delinquent.

Schedule of Miscellaneous Service Charges

Initial Connection Charge	\$15.00
Normal Reconnection Charge	\$15.00
Violation Reconnection Charge	\$15.00
Premises Visit Charge (in lieu of disconnection)	\$10.00
Late Payment Charge	\$ 3.00

EFFECTIVE DATE - October 31, 2015

TYPE OF FILING - Reorganization to Conform to Model Tariff

WS-15-0199

ANTHONY STAIANO
ISSUING OFFICER

PRESIDENT
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

SERVICE AVAILABILITY POLICY

A plant capacity charge and main extension charge will apply to all classifications of customers for the initial commencement of service at any given location. See Sheet No. 19.0 for all rates and charges.

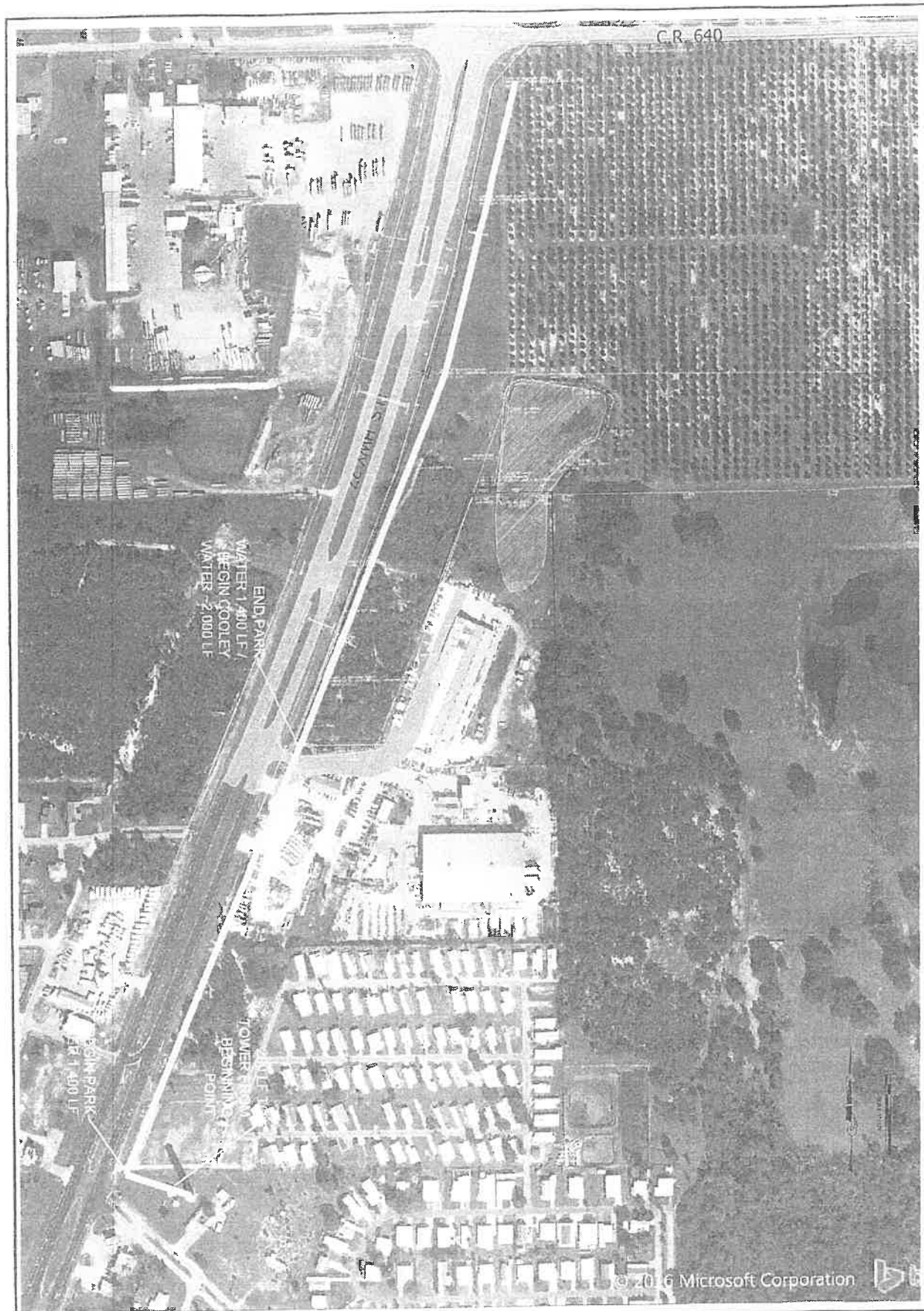
SERVICE AVAILABILITY CHARGES

<u>Description</u>	<u>Amount</u>
<u>Back-Flow Preventor Installation Charge</u>	
5/8" x 3/4"	\$ 50.00
All other meter sizes	Actual Cost
<u>Main Extension Charge</u>	
Residential-per ERC	\$2,370.00
All others-per gallon	\$ 1.21
<u>Meter Installation Charge</u>	
5/8" x 3/4"	\$ 150.00
1"	\$ 300.00
1 1/2"	\$ 575.00
2"	\$ 700.00
Over 2"	Actual Cost
<u>Plant Capacity Charge</u>	
Residential-per ERC	\$ 127.00
All others-per gallon	\$ 0.36

EFFECTIVE DATE – October 31, 2015

TYPE OF FILING – Reorganization to Conform to Model Tariff

EXHIBIT "C"
EXTENDED WATER LINE



Atlantic Funding, LTD Lake Wales Commercial Site Lake Wales, Florida		Site Exhibit	
Planning Name: A. Adams, P.E. Date: 08/27/2016 Project No: 16163 Sheet No: 16163		SHEET NO: 16163 DATE: 08/27/2016 SCALE: 1"=40'	

65 YEARS
chastain SKILLMAN
 engineers | architects | environmental

1000 W. 17th St., Suite 200, Ft. Lauderdale, FL 33304
 Phone: 954.349.1000 | Fax: 954.349.1001
 www.chastain-skillman.com

EXHIBIT "D"
Company's Developer Procedures and Construction Standards and Specifications

Park Water Company

25 1st Ave N.

Lake Wales, FL 33859

Developer Procedures and Construction Standards and Specifications

1. AWWA Standards are the minimum specifications and standards for all new water main construction projects.
2. Submittal of all material including but not limited to pipe, valves, fittings and boxes must be submitted by contractor and approved prior to material order and installation.
3. Right of Way and Construction Permit applications shall be provided electronically will be approved signed and returned by Park Water Company.
4. Construction Drawings - One set physical Drawing and one set electronic drawings required for review 60 days prior to construction.
5. Park Water Company shall be granted access to inspect all physical installation during the construction process prior to backfill.
6. Park Water Company is required to witness to all pressure tests. All failed tests must be retested after repairs.
7. Submit copies of all cleared sampling required by Polk DOH/DEP.
8. Submit one physical copy and one electronic copy of all signed easements and ROW/DEP construction permits.
9. Submit two physical copies and 1 electronic copy of AS-BUILT Red Line drawings upon completion.
10. Submit one physical copy and one electronic copy of the Warranty Statement upon completion and acceptance of the property and appropriate construction documents.