

Rhema Business Services, Inc.

1544 Vickers Drive
Tallahassee, FL 32305-5041

(850) 562-9886
(850) 562-9887 FAX

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RECORDS AND
REPORTING

November 17, 1998

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

Re: Docket No. 981623-NM Application of QUAIL MEADOW UTILITIES, INC. for
Transfer of Majority Organizational Control

Gentlemen:

Enclosed are the original and twelve (12) copies of the Quail Meadow Utilities, Inc. Application for Transfer of Majority Organizational Control and Exhibits I, II, III, IV, V, IX, X and XI; the original and two copies of Exhibit X; and a check in the amount of \$750.00 in payment of the appropriate filing fee. Exhibits VI, VII and VIII will be late filed.

Also enclosed are the original and three (3) copies of the Request for Representation by a Class B Practitioner/Qualified Representative, and the required Affidavit.

Please address all correspondence to me at the above address, and direct any questions to me at (850) 562-9886.

Sincerely,



Norman F. Mears
Senior Utility Consultant

Hand deliver
Enclosures
cc: Mr. Stephen G. Mehallis

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.
Initials of person who forwarded check:
SJMA

DOCUMENT NUMBER-DATE

12876 NOV 17 88

FPSC-RECORDS/REPORTING

**APPLICATION FOR TRANSFER OF MAJORITY
ORGANISATIONAL CONTROL
PURSUANT TO SECTION 367.071, FLORIDA STATUTES**

TO: Director, Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the transfer of the majority organizational control of Quail Meadow Utilities, Inc. utility operating under Water Certificate No. 485-W and/or Sewer Certificate No. N/A located in Marion County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

Harry T. Mangurian, Jr. (352) 237-3604
Name of seller Phone No.
5850 SW SR 200
Office street address
Ocala Florida 34474-5736
City State Zip Code
2477 E. Commercial Blvd., Fort Lauderdale, FL 33308
Mailing address if different from above

- B) The full name address and telephone number of the buyer:

Tracy L. Aherron (352) 237-3604
Name of buyer Phone No.
5850 SW SR 200
Office street address
Ocala Florida 34474-5736
City State Zip Code
Same
Mailing address if different from above

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

Norman F. Mears, RHEMA Business Services, Inc. (850) 562-9886
Name Phone No.

1344 Vickers Drive
Street address

Tallahassee Florida 32303
City State Zip Code

- D) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility.

Gordon W. Latz, President

Beth L. Panesh, Vice President

Stephen G. Mehailis, Vice President/ Treasurer

All of the above at: 2477 E. Commercial Blvd., Fort Lauderdale, FL 33308

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit I - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.
- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

None

- C) Exhibit II - A copy of the purchase agreement.
- D) Exhibit III - A statement of how the buyer is financing the purchase.
- E) Exhibit IV - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
- F) Exhibit V - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP or, if the system is in need of repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violations, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost.

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit VI - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following: the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located; the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located, if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission; the regional planning council; the Office of Public Counsel; the Public Service Commission's Director of Records and Reporting; the appropriate regional office of the Department of Environmental Protection; and the appropriate water management district. Copies of the Notice and a list of entities noticed shall accompany the affidavit. **THIS MAY BE A LATE-FILED EXHIBIT.**

- B) Exhibit VII - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit VIII - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:
\$750 (one fee for water
and one for wastewater)

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

- 1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be \$750.
- 2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be \$1,500.
- 3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be \$2,250.
- 4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be \$3,000.

PART V OTHER

- A) Exhibit IX - Evidence that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

- B) Exhibit X - The original and two copies of sample tariff sheets reflecting the change in ownership.
- C) Exhibit XI - The utility's current certificate(s), or if not available, an explanation of the steps taken to obtain the certificate(s).

PART VI AFFIDAVIT

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

Tracy L. Aherron
(Applicant)

BY: Tracy L. Aherron - Purchaser
Name and Title*

Subscribed and sworn to before me this 29th of October 19 98.



ROBBIE E HOPPER
My Comm Exp. 6/20/99
Bonded By Service Ins
No. CC447301
If Personally Known [] Other []

Robbie E. Hopper
Notary Public

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

EXHIBIT I

PART II A) -- FINANCIAL AND TECHNICAL INFORMATION

The proposed transfer of majority organizational control is in the public interest because the seller no longer desires to own Quail Meadow Utilities, Inc. and the buyer does desire to own the utility. The utility is retaining the same management, administrative, operations, and outside services personnel that it has retained since the formation of the utility in 1987. Although the buyer has no prior utility experience, the utility will continue to have the same knowledgeable, experienced personnel conducting its business.

STOCK PURCHASE AGREEMENT

EXHIBIT II

THIS AGREEMENT made this 29th day of October, 1998, by and between Harry T. Mangurian, Jr. (Seller), and Tracy L. Aherron (Buyer).

1. Seller agrees to sell, and Buyer agrees to buy all of the outstanding common stock of Quail Meadow Utilities, Inc. (UTILITY), as currently shown on the Stock Certificate attached hereto as Exhibit A.
2. Buyer agrees to pay to Seller, at closing, the total purchase price of Two Hundred Thousand Dollars (\$200,000) in cash. Closing shall occur within seven (7) days of the transaction being approved by the Florida Public Service Commission, at the offices of the Seller.
3. Buyer and Seller agree to cooperate in submitting the required information to the Public Service Commission on a timely basis after the execution of this contract.
4. Seller warrants it has full legal title to the shares of stock which are the subject of this Agreement and has the authority to sell same, and that said property shall be sold free and clear of all liens, encumbrances and claims.
5. Buyer acknowledges that through her representatives she has performed a review of the Quail Meadow Utilities, Inc. operations, including all assets and liabilities reflected on the September 30, 1998 Financial Statements of the UTILITY, and is satisfied as to condition and operations of the UTILITY
6. The Seller hereby makes the following representations and warranties to the Buyer:
 - (1) The UTILITY is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. The UTILITY has the requisite power and authority to own its properties and to conduct its business as it is currently being conducted.
 - (2) There are no mortgages, liens, claims or encumbrances of any type or nature upon or against the UTILITY'S assets including, but not limited to, mortgages, financing statements, or security instruments filed under the Uniform Commercial Code either in the COUNTY where the Property is located or with the Secretary of State. UTILITY is in exclusive ownership, possession, and control of its assets.
 - (3) There are no actions, suits, or proceedings at law or in equity, pending against the UTILITY before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the UTILITY'S assets or the UTILITY'S right and ability to make and perform this Agreement; nor is the UTILITY aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. The UTILITY is not in default with respect to any order or decree of any court or of any administrative or governmental agency or instrumentality affecting its assets. The Seller agrees and warrants that it

shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to the operation of the UTILITY and the UTILITY shall be solely responsible for the defense or settlement of any such suit, action, proceedings or order along with any fines or penalties or damage awards (including attorney's fees) which may be imposed as a result of such suits, actions or proceedings.

- (4) None of the assets are subject to any interest of any lessor or lessee.
 - (5) The UTILITY is not aware and has not been notified of the existence of any violations of any governmental rules, regulations, permitting conditions or other governmental requirements applicable to the ownership, maintenance or operation of the UTILITY.
 - (6) Seller agrees that its representation and warranties set forth herein are true and correct as of the date of the execution hereof and shall be true and correct at the time of the Closing Date, and shall survive the Closing Date.
7. After the date of the execution of this Agreement, Seller shall not cause the UTILITY to:
- (1) undergo any change in its condition of properties, assets, liabilities, business or operations other than changes in the ordinary course of business which are not, either in any case or in the aggregate, materially adverse to the operation of the UTILITY;
 - (2) acquire or dispose of any of the UTILITY'S assets or properties of material value (in excess of 5,000.00 in the aggregate, but not including any cash assets except those comprised of customer deposits) except in the ordinary course of business.
 - (3) Fail to seek or obtain any necessary permit extensions or renewals or license renewals so that said permits and licenses are valid, extended or seeking extension as of the Closing Date.
8. For the period beginning on the date of execution of this Agreement and ending on the Closing Date, UTILITY shall:
- (1) operate the UTILITY in, and only in, the usual, regular and ordinary course and nevertheless comply with all applicable governmental requirements and law;
 - (2) maintain all of the UTILITY'S material structures, equipment, permits and other tangible personal property in good repair, order and condition, except for depletion, depreciation, ordinary wear and tear and damage by unavoidable casualty;

- (3) keep in full force and effect insurance comparable in amount and scope of coverage to insurance now carried by it for the UTILITY;
 - (4) perform all material respects all of its obligations under agreements, contracts and instruments relating to or affecting the UTILITY'S properties, assets and operation;
 - (5) subject to available administrative remedies pursuant to Chapter 120, Florida Statutes, or any administrative judicial procedures or proceedings applicable to particular permits, comply in all material respect with all statutes, laws, ordinances, rules and regulations applicable to it and to the operation of the UTILITY;
 - (6) promptly advise the COUNTY, in writing, of any material change which adversely affects the operation of the UTILITY.
9. The Seller shall bear the risk of loss, damage or destruction of the UTILITY'S assets by fire or other casualty prior to and including the Closing Date. If any portion of the assets is damaged by fire, acts of God or other casualty before the Closing Date, the Buyer shall have the option of (1) taking the assets as is, without reduction in price, together with the UTILITY'S assignment to the Buyer of all rights under its insurance policies and all of the insurance proceeds, if any; or 2) taking the assets, as is, with a reduction in price based upon a percentage allocation of the Purchase Price derived by comparing the net book value of the assets destroyed to the net book value of the UTILITY. The UTILITY shall maintain all rights under its insurance policies and to all of the insurance proceeds.
10. Seller and Buyer each warrant to the other that the transaction contemplated by this Agreement is a direct, private transaction between the parties without the use of a broker or commissions agent.
11. Each of the parties hereto agrees that, from time to time, upon the reasonable request of the other party and at the expense of the requesting party, without further consideration, it shall execute and deliver to the requesting party any and all further instruments, affidavits, conveyances and transfers as may be reasonably required to carry out the provisions of this Agreement.
12. This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.
13. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

14. All of the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and nominees of the COUNTY and the UTILITY.
15. Time is hereby declared of the essence in the performance of each and every provision of this Agreement.
16. This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Signed, sealed and delivered
in the presence of:

BUYER:

TRACY L. AHERRON

(x) Patricia Harris

Name: PATRICIA A. HARRIS

(x) Sherric Lightner

Name: Sherric Lightner

Tracy L. Aherron

Signed, sealed and delivered
In the presence of:

SELLER

HARRY T. MANGURIAN, JR.

(x) S.G. Metallis

Name: S.G. METALLIS

(x) Beth Panesh

Name: BETH PANESH

Harry T. Mangurian, Jr.

No 1

ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA

100,000

QUAIL MEADOW UTILITIES, INC.

100,000 SHARES COMMON STOCK, \$1.00 PAR VALUE

This Certifies that

***** HARRY T. MANGURIAN, JR. *****

is hereby issued ONE HUNDRED THOUSAND (100,000) fully paid
and non-assessable Shares of the Capital Stock of the above named Corporation
transferable only on the books of the Corporation, by the holder hereof in person or
by duly authorized Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers
and its name to be hereunto affixed this 7th day of January A.D. 1927



Bulma Brewster
ASSISTANT SECRETARY

Ernest N. Jots
PRESIDENT

EXHIBIT III

PART II - D) -- FINANCING

100% of the common stock of Quail Meadow Utilities, Inc. is being purchased for Two Hundred Thousand Dollars (\$200,000), all cash, payable at closing of the transaction.

EXHIBIT IV

PART II E) -- BUYER'S FUNDING

Buyer is using her own funds to acquire stock of Quail Meadow Utilities, Inc. No other entities will assist in such funding and no funding of any kind will be provided by the utility. Buyer's Financial Statement is attached hereto as part of Exhibit IV.

TRACY L. AHERRON

FINANCIAL STATEMENT

AUGUST, 1998

TRACY L. AHERRON
FINANCIAL STATEMENT
AUGUST 31, 1998
(COST BASIS)

ASSETS

CASH IN BANKS		\$ 683,964
INVESTMENTS:		
HIGHLAND BEACH DEVELOPMENT, INC. (50% INTEREST)	\$ 656,671	
STOCK - OCALA BREEDERS' SALES CO. (1 SH.)	22,500	
TERTRAC ASSOCIATES (FAMILY LIMITED PARTNERSHIP)	655,813	
STOCK - DREXEL INVESTMENTS, INC. (THRU QSST)	2,923,575	
I.R.A. - MERRILL LYNCH	<u>100,356</u>	
TOTAL INVESTMENTS		4,358,915
REAL ESTATE:		
RESIDENCE - LAKE WEIR, FLORIDA		200,000
OTHER:		
FURNITURE & FIXTURES	30,000	
JEWELRY	<u>10,000</u>	<u>40,000</u>
TOTAL ASSETS		<u>\$ 5,282,879</u>

LIABILITIES & NET WORTH

NONE		-0-
NET WORTH		<u>\$ 5,282,879</u>

(SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENT)

TRACY L. AHERRON

NOTES TO FINANCIAL STATEMENT
AUGUST 31, 1998

The accompanying financial statement of Ms. Aherron was prepared on a cost basis and without any provision for federal and state income taxes which would be due upon realization of higher values.

HIGHLAND BEACH DEVELOPMENT, INC. -- This is a Subchapter S. corporation in which Ms. Aherron has a 50% interest. The composition of the amount shown on the statement is as follows:

a)	Investment in stock of corporation	\$ 250,000
b)	Adjustment to reflect contracted sale and net cash flow to each shareholder (in addition to repaying/liquidating item a) above	<u>406,671</u>
	Total	<u>\$ 656,671</u>

(Note: Estimated federal taxes due on receipt of \$406,671 will be \$81,000.)

TERTRAC ASSOCIATES - This is a Family Limited Partnership formed in 1980 which has been the principal estate planning vehicle through which the parents of Ms. Aherron have utilized their respective annual and lifetime gift exclusions. A Trust in which Ms. Aherron is the beneficiary serves as a general partner; limited partners are Ms. Aherron and her children. The partnership is structured so that the limited partners receive a preferential return of 10% of original invested capital; any income over that amount is credited to the Trust. Consequently, the bulk of the proceeds to be realized on the ultimate sale of the partnership's assets will flow through to Ms. Aherron. The composition of the investment shown is as follows:

a)	Trust Capital, G.P.	\$ 25,742
b)	Trust - Undrawn Earnings	183,107
c)	Capital a/c - L.P.	216,964
c)	Adjustment to reflect book basis of Ms. Aherron's interest in net assets	<u>230,000</u>
	Total	<u>\$ 655,813</u>

TRACY L. AHERRON
NOTES TO FINANCIAL STATEMENT
AUGUST 31, 1998 (CONT.)

DREXEL INVESTMENTS, INC. - This is the most prominent holding in Ms. Aherron's portfolio, comprised of 6.65% of the common stock of this Subchapter S. corporation through a QSST (Qualified Sub Chapter S Trust). Until July of 1997, the corporation's principal activities were real estate construction, sales and warehouse leasing. Its recent acquisition of the majority shareholder's thoroughbred bloodstock (previously owned by a separate company) will enhance the revenue and earning potential of Drexel. While future annual distributions to the QSST is not presently determinable, the most significant will be from a pending land sale (probable 1999 closing) which will result in capital gain of approximately \$1,750,000 to Ms. Aherron.

EXHIBIT V

PART II - F) -- INVESTIGATION OF SYSTEM

The buyer, through her agents, has conducted a reasonable investigation and is satisfied that the system is in satisfactory condition and in compliance with all applicable standards set by the DEP. To the best of her knowledge, the system is presently not in need of repair or improvement, nor have any Notices of Violations been issued by the DEP.

THIS INSTRUMENT PREPARED BY
 LANDIS & CURRY, JR.
 5518 CURTIS METCAL & BRADLEY, P.A.
 4719 N.W. 51ST AVE.
 P.O. BOX 11-11, DEERFIELD BEACH, FLORIDA 33442

DK1399 PG129 RECORD AND RETURN TO
 WARRANT DEED FROM CORPORATION

This Warranty Deed Made and executed the 12th day of January A.D. 1987 by DREXEL INVESTMENTS, INC., a corporation existing under the laws of Florida and having its principal place of business at 2477 East Commercial Boulevard, Fort Lauderdale, Florida, 33308 hereinafter called the grantor, to GUILF MEADOW UTILITIES, INC., a Florida corporation whose postoffice address is 2477 East Commercial Boulevard, Fort Lauderdale, Florida, 33308 hereinafter called the grantee;

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

Commence at the N.W. corner of Section 3, Township 15 South, Range 21 East, Marion County, Florida, as more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

STATE OF FLORIDA
 DEPARTMENT OF REVENUE
 DOCUMENTARY STAMP TAX
 5 7 2 3 7
 MARION COUNTY
 JAN 13 1987
 264.00

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining -
To Have and to Hold, the same in fee simple forever.
And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except those taken for the year 1987.

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

DREXEL INVESTMENTS, INC.,
 a Florida corporation,
 Secretary

By *[Signature]*
 Stephen G. Mahalis,
 Vice President

STATE OF FLORIDA
 COUNTY OF BROWARD

I HENRY CENNEY III on this day, before me, an officer duly authorized in the State and Court aforesaid to take acknowledgments, personally appeared **STEPHEN G. MAHALIS and BARBARA NEWMAN VERGOUTHEM** respectively of the corporation named as grantor with known to me to be the Vice President and Secretary and that they severally acknowledged executing the same in the presence of two subscribing witnesses being and voluntarily under authority duly vested in them by said corporation and that the said attesting officers in the presence of said corporation and of said corporation and of said witnesses my hand and official seal in the County and State aforesaid the 12th day of January A.D. 1987.

Notary Public, State of Florida at Large
 My Commission Expires 02/28/1987
[Signature]
 Notary Public, State of Florida

87 002128
 MAR 13 1987
 MARION COUNTY, FLA.

EXHIBIT "A"

Commence at the N.W. corner of Section 3, Township 15, South, Range 21 East, Marion County, Florida, thence S.89 58'20"E. along the North boundary of said Section 3 a distance of 2460.21 feet to the West Right of Way line of N.W. 44th Avenue, thence S.00 01'12"E. along said West Right of Way line 2150.16 feet, thence S.89 37'10"W. along the South boundary of Quail Meadow Subdivision (proposed) 605.62 feet to the Point of Beginning; thence continue S.89 37'10"W. 539.85 feet, thence S.89 09'21"W. 69.36 feet, thence S.00 01'12"E. 412.66 feet, thence N.89 37'10"E. 609.20 feet, thence N.00 01'12"W. 413.22 feet to the Point of Beginning.

TOGETHER WITH a Nonexclusive Easement for Ingress and Egress over the following described lands and the right to improve same, to be used in common with the Grantor, it's successors and assigns. Grantee shall not gate, fence or barricade said Easement.

Commence at the N.W. corner of Section 3, Township 15 South, Range 21 East, Marion County, Florida, thence S.89 58'20"E. along the North boundary of said Section 3 a distance of 2460.21 feet to the West Right of Way line of N.W. 44th Avenue, thence S.00 01'12"E. along said West Right of Way line 2150.16 feet, thence S.89 37'10"W. along the South boundary of Quail Meadow Subdivision (proposed) 1145.47 feet to the Point of Beginning, thence continue along the South boundary of said Quail Meadow Subdivision S.89 09'21"W. 319.59 feet to the centerline of N.W. 47th Avenue, thence S.00 01'12"E. along the Southerly projection of said centerline 20.00 feet, thence N.89 09'21"E. 319.59 feet, thence N.00 01'12"W. 20.00 feet to the Point of Beginning.

WATER TARIFF

QUAIL MEADOW UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

QUAIL MEADOW UTILITIES, INC.
NAME OF COMPANY

2477 East Commercial Boulevard

Fort Lauderdale, Florida 33306

(ADDRESS OF COMPANY)

(954) 491-1722 & (352) 237-3004
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Stephen O. McHallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

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Stephen G. McHallis
ISSUING OFFICER

Vice President & General Manager
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 485-W

COUNTY - MARION

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number
17211

Date Issued
02/08/87

Docket Number
861604-WU

Filing Type
ORIGINAL

(Continued to Sheet No. 3.1)

Stephen G. McHallia
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 30)

DESCRIPTION OF TERRITORY SERVEDTownship 15 South, Range 21 East

Begin at the N.E. corner of Section 4, Township 15 South, Range 21 East, Marion County, Florida, thence S 89°42'54" W along the north boundary of said Section 4 a distance of 164.10 feet to the S.E. corner of Section 33, Township 14 South, Range 21 East, thence continue along said north boundary of Section 4, N 89°54'08" W, 828.28 feet to the N.W. corner of the East ½ of the West ½ of the East ½ of the NE ¼ of said Section 4, thence S 00°11'47" E along the west boundary of said East ½ of West ½ of East ½ of NE ¼, a distance of 2183.78 feet, thence S 89°54'04" E, 339.63 feet, thence N 89°20'53" E 642.41 feet, to a point on the west boundary of Section 3, Township 15 South, Range 21 East, thence N 89°09'21" E, 1318.55 feet to the S.W. corner of the North 16 ½ acres of that part of the SE ¼ of the NW ¼ of said Section 3 lying west of N.W. 44th Avenue, thence N 89°37'10" E along the south boundary of said North 16 ½ acres 1145.47 feet to a point on the west right-of-way line of said N.W. 44th Avenue, thence N 00°01'12" W along said west right-of-way line 2150.16 feet to a point on the North boundary of said Section 3, thence N 89°58'20" W along said north boundary 2460.21 feet to the point of beginning. Containing 171.56 acres, more or less.

Stephen G. Mehallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
Marion	Quail Meadow	GS, RS	12.0, 13.0

Stephen G. Mehallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.
 WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 **"BPC"** - "BPC" is the abbreviation for "Base Facility Charge" which is the minimum amount the utility may charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 **"CERTIFICATE"** - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 **"COMMISSION"** - "Commission" refers to the Florida Public Service Commission.
- 4.0 **"COMMUNITIES SERVED"** - The group of customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 **"COMPANY"** - Quail Meadow Utilities, Inc.
- 6.0 **"CUSTOMER"** - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 **"CUSTOMER'S INSTALLATION"** - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the customer under lease or other agreement.
- 8.0 **"MAIN"** - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 9.0 **"POINT OF DELIVERY"** - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 10.0 **"RATE"** - Amount which the utility may charge for water service which is applied to the customer's actual consumption.
- 11.0 **"RATE SCHEDULE"** - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

(Continued to Sheet No. 6.1)

Stephen G. Mahalle
 ISSUING OFFICER

Vice President & Treasurer
 TWTLF

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 **"SERVICE"** - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 **"SERVICE LINES"** - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 **"TERRITORY"** - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

Stephen G. McHallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills	10.0	23.0
Adjustment of Bills for Meter Error	10.0	24.0
All Water Through Meter	10.0	22.0
Applications	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	8.0
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(Continued to Sheet No. 61)

Stephen G. McHallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 60)

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Stephen G. McHallia
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

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 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 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 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 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 in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. 8.0)

Stephen G. Mehallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAL MEADOW UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

8.0 CONTINUITY OF SERVICE . In accordance with Rule 25-30.050, 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 the service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

9.0 TYPE AND MAINTENANCE . In accordance with Rule 25-30.040, 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.

10.0 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 change resulting from a violation of this Rule.

11.0 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.

4.0 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 utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.050, Florida Administrative Code.

(Continued to Sheet No. 9.0)

Stephen G. Mahalla
ISSUING OFFICER

Vice President & Treasurer
TTTTLJ

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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.

- 13.6 ACCESS TO PREMISES - In accordance with Rule 25-30.320(8)(f), Florida Administrative Code, the company 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.
- 14.0 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.
- 15.0 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 utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility has mailed or presented the bill for payment.

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

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

- 16.0 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 25-30.330, Florida Administrative Code.
- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.330(8)(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.
- 18.0 TERMINATION OF SERVICE - When a customer wishes to terminate service on any premises where water service is supplied by the Company with water service, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued to Sheet No. 10.0)

Stephen G. Mehallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 20.0 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.
- 21.0 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.
- 22.0 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 spacers are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 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 billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 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 25-30.202, 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.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used by the company should conform to the provisions of Rule 25-30.202, Florida Administrative Code.
- 26.0 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.

Stephen G. Mehallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

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Meter Test Deposit	15.0
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Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

Stephen G. Mehalls
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

GENERAL SERVICERATE 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 - Quarterly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8 x 3/4"	\$ 36.33
	1"	90.84
	1 1/2"	181.65
	2"	290.64
	3"	581.25
	4"	908.25
	<u>Gallage Charge</u>	
	Per 1,000 gallons	\$ 1.00

MINIMUM CHARGE - Base Facility Charge \$ 36.33 per quarter

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -TYPE OF FILING - Transfer of Majority Organizational Control

Stephen G. McHallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

RESIDENTIAL SERVICERATE 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 - Quarterly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8 x 3/4"	\$ 36.33
	1"	90.64
	1 1/2"	181.65
	2"	290.64
	3"	581.25
	4"	908.25

Gallage Charge
Per 1,000 gallons \$ 1.00

MINIMUM CHARGE - Base Facility Charge \$ 36.33 per quarter

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -TYPE OF FILING - Transfer of Majority Organizational Control

Stephen G. Mehallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

SCHEDULE OF 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</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$20.00</u>	<u>N/A</u>
1"	<u>\$20.00</u>	<u>N/A</u>
1 1/2"	<u>\$30.00</u>	<u>N/A</u>
Over 2"	<u>\$35.00</u>	<u>N/A</u>

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 Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customer's account during the month of December each year.

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 Rule 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 -**TYPE OF FILING** - Transfer of Majority Organizational Control

Stephen G. Mehallis _____
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

METER TEST DEPOSITS

METER BENCH TEST REQUEST - If any customer requests a bench test of his or her water meter, in accordance with Rule 25-30.206, 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 25-30.206, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$10.00
1" and 1 1/2"	\$12.50
2"	\$15.00
Over 2"	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The utility may refund the meter bench test deposit in accordance with Rule 25-30.206, Florida Administrative Code.

METER FIELD TEST REQUEST - A customer may request a field test in accordance with Rule 25-30.206, Florida Administrative Code.

EFFECTIVE DATE -**TYPE OF FILING** - Transfer of Majority Organizational Control

Stephen G. Mehallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

NORMAL RECONNECTION - This charge would 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 would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.390(9), Florida Administrative Code, including a delinquency in bill payment.

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

Schedule of Miscellaneous Service Charges

	Normal Hours	After Hours
Initial Connection Fee	\$ 10.00	\$ 15.00
Normal Reconnection Fee	\$ 10.00	\$ 15.00
Violation Reconnection Fee	\$ 10.00	\$ 15.00
Premises Visit Fee (in lieu of disconnection)	\$ 5.00	N/A

EFFECTIVE DATE -TYPE OF FILING - Transfer of Majority Organizational Control

Stephen G. Mehallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.
 WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost (1)	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	Actual Cost	14.0
1" metered service	Actual Cost	14.0
1 1/2" metered service	Actual Cost	14.0
2" metered service	Actual Cost	14.0
Over 2" metered service	Actual Cost (1)	14.0
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	Actual Cost (1)	12.1
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD).....	Actual Cost	8.0-8.3 and 15.0
All others-per gallon	Actual Cost	8.0-8.3 and 15.0
or		
Residential-per lot (__ foot frontage).....	Actual Cost	8.0-8.3 and 15.0
All others-per front foot	Actual Cost	8.0-8.3 and 15.0
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$100.00	
1"	\$130.00	
1 1/2"	\$180.00	
2"	Actual Cost	
Over 2"	Actual Cost (1)	
<u>Plan Review Charge</u>	Actual Cost (1)	9.1
<u>Plant Capacity Charge</u>		
Residential-per ERC (350 GPD).....	\$135.00	6.0-6.4
All others-per gallon	\$.3857	6.0-6.4
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	

(1) Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Organizational Control

Stephen G. McHallis
 ISSUING OFFICER

Vice President & Treasurer
 TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

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Stephen G. McHallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPTQUAIL MEADOW UTILITIES, INC.
CUSTOMER'S DEPOSIT RECEIPT AND SERVICE AGREEMENT

Plat _____ Lot _____ Block _____ Account No. _____
 Received from _____ Date _____
 Service Address _____
 Mailing Address _____
 Water Deposit \$ _____

This payment is to guarantee any and all indebtedness for water service which may be or become due to Quail Meadow Utilities, Inc., (hereinafter called "Utility") by said Customer. Customer agrees that this Deposit or any portion thereof, may be applied in discharge of any indebtedness of Customer to Utility. Upon discontinuance of service covered by this Deposit and the presentation of this Receipt and proper identification, Utility agrees to refund to Customer the Deposit, less any amounts due Utility.

This Deposit shall not preclude Utility from discontinuing for nonpayment the service covered by this Deposit regardless of the sufficiency of said Deposit to cover any indebtedness for such services.

By the signing of this Customer's Deposit Receipt & Service Agreement, Customer recognizes and agrees to abide by all existing reasonable rules and regulations of Utility and any amendments thereto, copies of said rules and regulations and amendments thereto being available for inspection at the office of Utility.

Customer agrees that Utility, its agents or employees shall at all times have access to Utility's lines and meters and the areas where such facilities are located will be kept free of shrubbery, trees, fences, interference from pets, and other obstructions. Customer agrees that it shall hold Utility, its agents or employees harmless and Utility shall not be liable for any damage or injury alleged to have occurred through Utility, its agents or employees conducting inspections and repairs to Utility's lines and meters, whether such damage shall have occurred through negligence or otherwise, and whether such damage or injury shall occur to real property, persons or pets.

Customer further agrees that all bills for water charges will be paid within twenty (20) days of mailing bills. After five (5) days written notice, Utility will have the right to disconnect service and charge a reasonable fee for reconnecting.

It is further understood and agreed that the sale of water to Customer occurs at the meter, and Utility has no responsibility relative to service or supplying water after said water passes through the meter.

_____ by: QUAIL MEADOW UTILITIES, INC.
 Customer

Stephen G. Mehallis
 ISSUING OFFICER

Vice President & Treasurer
 TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

APPLICATION FOR NEW GENERAL WATER SERVICEQUAIL MEADOW UTILITIES, INC.
APPLICATION FOR NEW GENERAL SERVICE

Plat _____ Lot _____ Block _____ Account No. _____

Location of New Facility _____

Mailing Address _____

Date service required _____

Title Holder of Property, if different:

Name _____ Address _____

Size of Required Meters _____

Number of Required Meters _____

USAGE DATA:

1. Apartment Building	_____ No. of Units	_____ Units/Acre
2. Mobile Home Park	_____ No. of Units	_____ Units/Acre
3. Hospital w/laundry	_____ No. of Beds	_____
4. Hospital, no laundry	_____ No. of Beds	_____
5. Nursing Home	_____ Square feet	_____
6. Hotel or Motel	_____ No. of Unit	_____
7. Restaurant	_____ No. of Seats	_____
8. Factory w/showers	_____ No. of Employees	_____
9. Laundromat	_____ No. of Machines	_____
10. Office Building	_____ Square Feet	_____
11. Warehouse	_____ Square Feet	_____
12. Stores, no kitchen	_____ Square Feet	_____
13. Other	_____	_____

REQUIRED ATTACHMENTS:

* Legal Description of Property

Site Plan (including location of structures and utility connection points)

Additional information may be required.

Quail Meadow Utilities, Inc. (QMU) will respond within 30 days to your application, advising whether service will be provided. If so, the estimated date of service will be available and the total cost of connection will be provided. You must then notify QMU in writing of your acceptance of these terms and forward a plan review charge equal to the cost to QMU before any further work will be undertaken.

Signature & Title of CorporationStephen G. McHallie
ISSUING OFFICERVice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

APPLICATION FOR NEW RESIDENTIAL WATER SERVICE

QUAIL MEADOW UTILITIES, INC.
APPLICATION FOR NEW RESIDENTIAL SERVICE

Plat _____ Lot _____ Block _____ Account No. _____
 Name _____ Date service required _____
 Service Address _____
 Mailing Address _____
 _____ Date _____ Customer's Signature _____

Title Holder of Property, if different:

Name _____ Address _____

SERVICE AVAILABILITY & MISCELLANEOUS SERVICE CHARGES

Water Plant Capacity Charge:
 Single Family 5/8x3/4" meter--\$135.00 \$ _____
 Meter Installation Fee:
 5/8x3/4" meter--\$100.00 \$ _____
 1" meter--\$130.00 \$ _____
 Initial Connection:
 Normal Business Hours--\$10.00 \$ _____
 After Business Hours-- \$15.00 \$ _____
 TOTAL SERVICE AVAILABILITY CHARGES* \$ _____

*To be paid by developer, Quail Meadow Construction.

AGREEMENT

Quail Meadow Utilities, Inc. will provide service upon payment of the charges described above in accordance with its Service Availability and Main Extension Policy approved by the Florida Public Service Commission. The policy provides for a water plant allocation of 350 gallons per day. Utility will not be obligated to provide capacity or service in excess of that allocation and may require consumers to curtail use which exceeds such allocated capacity.

_____ Date _____ Customer's Signature _____

OFFICE USE

Payment received \$ _____ by _____
 Date Service Turned On _____ Meter Reading _____
 Deposit \$ _____ Meter No. _____
 Deposit Date _____ Approval _____

Stephen G. Mehalla
ISSUING OFFICER

Vice President & Treasurer
TITLE

NAME OF COMPANY QUAIL MEADOW UTILITIES, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

QUAIL MEADOW UTILITIES, INC
 2477 E. COMMERCIAL BLVD.
 FT LAUDERDALE, FL 33308
 (888) 491-1722

ACCOUNT NO. 01-0010-1		PAY DUE DATE 11/21/98		
SERVICE ADDRESS				
SERVICE FOR 11/02/98 - 11/01/98				
METER READING	UNITS USED	SERVICE	RATE	AMOUNT
0	0	W	R1	\$ 0.00
Reading in gallons			AMT DUE	0.00

TO:

ACCT NO.	01-0010-1
PAY DUE DATE	11/21/98
AMT DUE	\$ 0.00

RETURN THIS STUB WITH PAYMENT

Stephen G. Mehallis
 ISSUING OFFICER

Vice President & Treasurer
 TITLE

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AND MAIN EXTENSION

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Stephen G. McHallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

SERVICE AVAILABILITY AND MAIN EXTENSION POLICY

1.0 GENERAL INFORMATION

The Utility adopts and incorporates herein by reference Chapter 25-30.510 through 25-30.585, Florida Administrative Code (F.A.C.)

2.0 AVAILABILITY

The provisions of this policy are available throughout the territory subject to matter of economic feasibility as defined by Rule 25-30.516(7), F.A.C. Service hereunder is available only by entering into a service agreement between Utility and Contributor (Developer, Builder, Owner).

3.0 OBLIGATIONS OF UTILITY

Utility shall maintain copies of this Policy available for the inspection by any property owner, developer, builder, or prospective consumer desiring information regarding all elements of the cost of connecting to the water facilities of the Utility, and such copies shall be maintained at the general office.

Utility shall maintain "as-built" information of its water facilities in its office or in the office of its designated representatives for the purpose of providing reasonable information concerning the location of its water facilities.

Utility shall install all meters upon the request of prospective consumers providing that the total contributions in aid of construction as set forth below have been paid in accordance with the provisions of this Policy.

4.0 OBLIGATIONS OF DEVELOPER

All contributors and developers shall furnish to the Utility accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. Developers who increase their density factors and/or consumption requirements during the course of construction of the project are liable for an adjustment in their total contributions in aid of construction applicable to developer's project. Developer is responsible for errors or changes in engineering information furnished to

Utility when such error or change results in increased cost to Utility for any construction which Utility may undertake in connection with installing water distribution facilities or which would necessitate a new design or redesign of water distribution plans.

5.0 REQUIREMENT FOR PAYMENT OF CLAG

The Utility requires the payment of contributions in aid of construction either by cash payments or through transfer of water distribution facilities and appurtenances thereto which have been installed by the contributor or through a combination of both cash payments and a transfer of such facilities to the Utility.

For the purpose of this Policy, the term contributions in aid of construction shall include the on-site water distribution system contributed in cash, or in kind, payments to defray, in part or in total, the cost of the off-site lines and related facilities; payments to defray the cost of the treatment facilities; and meter installation fees.

Stephen G. Methalis
ISSUING OFFICER

Vice President & Treasurer
TITLE

6.0 QLA.C - TREATMENT FACILITIES

Utility requires that all contributors pay contributions based in part on a pro rata share of the cost of treatment plant facilities, whether or not the facilities have been constructed or may be constructed to continue to render service. Such payments are herein defined as plant capacity charges and shall be made by all contributors upon approval of the governmental agency having jurisdiction of this Policy, where water service is available or agreed to be made available, in the territory.

Utility further declares that these contributions shall be uniform among all contributors notwithstanding provisions of prior developer agreements or the practices and procedures pertaining to such charges as established prior to the adoption of Chapter 25-30.085, P.A.C.

6.1 Schedule of Plant Capacity Charges

Plant capacity charges must be paid prior to the commencement of water service as a prerequisite for such service pursuant to the Schedule of Fees and Charges on Sheet No. 17.0.

6.2 Calculation of QLA.C - Plant Capacity Charges

Commercial, Industrial and all others will be computed based on the equivalent number of residential connections (E.R.C.'s) which shall be the estimated average daily demand for the development divided by 300 gallons. An E.R.C. is defined for purposes hereof as a single family detached residence. The charges shall be the total number of estimated gallons of daily usage times the charge per gallon in the Schedule of Fees and Charges on Sheet No. 17.0.

6.3 Treatment Plant Capacity Allocations

Upon payment by the contributor and its proper execution of an agreement for service availability pursuant to these rules, the Utility will reserve and will allocate to the contributor the portion of water plant capacity as set forth in the agreement for a period of eighteen (18) months from the date of payment of all amounts set forth in the agreement. The Utility will not be obligated to provide capacity or service in excess of that allocation and may require consumers to curtail use which exceeds such allocated capacity. (Rule No. 25-30.04(3) P.A.C.)

6.4 Contributions In Aid Of Construction Based On Actual and Experienced Demand

If the experience of the Developer after twelve months actual usage exceeds the estimated gallons computed in Rule 6.2, the Utility shall have the right to collect additional contributions in aid of construction. The twelve month period shall commence when Certificates of Occupancy have been issued for the Developer's entire project.

7.0 OFF-SITE FACILITIES

Off-site transmission and distribution systems shall be provided by the Utility.

For the purpose of this Policy, the term "off-site" shall be defined as those main water transmission lines necessary to connect developer's property with facilities of Utility adequate in size to transmit to developer's property an adequate quantity of water under adequate pressure.

8.0 CONTRIBUTIONS IN AID OF CONSTRUCTION - "ON SITE" FACILITIES

Each developer and contributor shall be responsible for the design of the complete water distribution system located in the street or streets adjoining or within the boundaries of developer's property. The provisions of this Rule may be waived by the Utility at its sole option in situations involving single or individual connections to readily accessible utility mains or equipment.

(Continued to Sheet No. 2A.0)

Stephen G. Michalis
ISSUING OFFICER

Vice President & Treasurer
TITLE

(Continued from Sheet No. 2A.0)

An "on-site" water distribution system is defined to include all component parts of a water distribution system, including valves, fittings, laterals, hydrants and all appurtenances as shown upon the approved design of such water distribution system.

The Contributor shall pay all expenses of any nature related to on-site project, such as, but not limited to, fees for permits and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work, administration or engineering.

8.1 Design and Construction of "On-Site Facilities"

Contributor shall design and/or construct the on-site facilities provided, however, such design, installation and construction shall be subject to the prior approval of the Utility. In the alternative, the Utility may design and install on-site facilities and require Contributors to pay the actual cost of design and construction, including all necessary fees.

8.2 Transfer of "On-Site Facilities"

Contributor shall also be responsible for financing of the on-site facilities in such a manner as to permit transfer of ownership and control of the facilities to Utility free and clear of any impediment to the continuous unfettered enjoyment by the Utility. All transfers of on-site facilities shall be in form reasonably satisfactory to the Utility's attorney and shall be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances.

8.3 Construction of Overland Facilities

Utility may install or may require the installation of overland lines or facilities on Contributor's property to provide service to other properties in accordance with the master plan of Utility. In this event, Contributor will be required to advance the entire cost, and the balance of the cost in excess of the cost to serve the Contributor may then be the subject of a refundable advance agreement as hereinafter provided.

9.0 ON-SITE SYSTEM DESIGN AND CONSTRUCTION

9.1 Design by Independent Designers

Utility shall recognize the design of water facilities prepared by a professional engineer registered in the State of Florida regularly engaged in the field of sanitary engineering, covering the design of developer's on-site water distribution system. Provided, however, that each such design shall be fully subject to the approval of Utility's engineer and shall conform in all respects to the criteria of Utility governing the installation of utility facilities ultimately to be accepted by Utility for ownership, operation and maintenance. Utility reserves the right to charge a fee, the actual cost to Utility, for reviewing such engineering plans and furnishing to developer's engineer, various information regarding location and criteria. All designs of water distribution facilities are at all times subject to the approval of other agencies having jurisdiction over such design.

Provided, however, that the Utility will establish specifications based upon good engineering and utility construction practices, and shall provide such specifications to the developer or their representative. Any such specifications shall be incorporated into the design and construction of the on-site distribution systems. In the event that such specifications are not incorporated into the on-site system design and construction, the Utility reserves the right to order suspension of further design or construction pending correction of the deficiencies.

Stephen G. Mahallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

9.2 Construction of Distribution Systems

The on-site distribution systems may be constructed by the developer or a sub-contractor employed by the developer at his option. Provided, however, that in the event the developer decides to construct and install or have constructed or installed, the distribution systems, the developer shall, not less than thirty (30) days prior to commencing construction, furnish the Utility with a complete copy of the plans and specifications of the proposed on-site distribution system. The Utility shall have twenty (20) days in which to determine the acceptability of the design plans and specifications furnished it by developer. If the Utility shall object to the design, plans and specifications or any part thereof, construction shall not commence pending the resolution of the Utility's objection.

It is further provided that the Utility may issue, revise or amend a list of construction contractors who are qualified to construct and install water systems and facilities to the level desired by the Utility. The Utility, further reserves the right to reject any construction contractor who the Utility believes or has reason to believe does not perform, construct, or install facilities in accordance with good engineering practice and generally accepted construction practices as practiced by the Utility.

10.0 TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE

Wherein the Utility agrees to accept systems built by others, each contributor (developer, builder, etc.) who has constructed portions of a water distribution system shall convey such component parts of the water distributor system to Utility by bill of sale, in form satisfactory to the Utility's attorney, together with such evidence as may be required by Utility that the water system proposed to be transferred to Utility is free of all liens and encumbrances.

PROVIDED, HOWEVER, THAT AT ALL TIMES

10.1 Customer Installation

Any facilities physically located within the consumer's property lines shall not be transferred to Utility and shall remain the property of individual customers, their successors or assigns.

10.2 Acceptance of Lines

Utility shall not be required to accept title to any component part of the water distribution system until Utility's engineer has approved the construction of said lines, accepted the tests to determine that such construction is in accordance with the criteria established by Utility and thereafter evidenced its acceptance of such lines for Utility's ownership, operation, and maintenance.

10.3 Cost Records and "As-Built" Plans

Contributor shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by the contributor. Such cost information shall be furnished to Utility concurrently with the bill of sale, and such cost information shall be a prerequisite for the acceptance by Utility of the portion of the water distribution system constructed by the contributor. Contributor shall also supply to the Utility a complete copy of "as-built" plans signed by the engineer responsible for construction, and the supplying of such plans will be a prerequisite for the acceptance by the Utility of the portion of the water distribution system constructed.

10.4 Right to Refuse Connection and Service

Utility reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the water distribution system until such time as the provisions of this section have been fully met.

Stephen G. Mehallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

11.0 EASEMENTS AND RIGHTS-OF-WAY

As a prerequisite to the construction of any water distribution system proposed to be connected to the facilities by Utility, Contributors shall be responsible for obtaining all easements or rights-of-way necessary in connection with the installation of the proposed facilities and the master plan of Utility. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to Utility attorney. Such conveyances shall be made without cost to Utility. Utility reserves the right to require such easement or right-of-way to the point at which the Utility's facilities join with consumer's installation.

12.0 INSPECTIONS

The Utility shall have, at all times during the construction, the right to inspect the construction of the water facilities being built by the contributor, or his agents or employees, as set forth in this Policy and receive payment of fees referred to therein.

Such inspection is designed to assure Utility that water lines are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. Utility further reserves the right to be present at tests of component parts of water distribution systems for the purpose of determining that the system, as constructed, conforms to Utility criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by developer or developer's contractor, but only under the direct supervision of Utility engineer or authorized inspector.

12.1 Inspection Fees

Construction of facilities by a contributor (developer), which are to become a part of Utility's system, will be subject to inspection by the Utility. For this service, the Utility may charge an inspection fee based upon the actual cost to the Utility of inspection of facilities constructed by contributors of independent contractors for connection with the facilities of the Utility. Such inspection fee shall be paid by the contributor in addition to all other charges above stated, as a condition precedent to service. A copy of the engineer's statement for inspections will be furnished to the contributor upon request.

13.0 G.L.A.C. - METER INSTALLATION

Utility will charge each person requesting water service a contribution to offset the Utility's cost of the meter, appurtenances and cost of installation for the size meter required by the use characteristics of the property and the customer to be served as determined by the Utility.

This contribution will be paid by consumers for the meter and meter installation and shall be charged only one time for the meter and its installation to any one location, provided, however, that requests to exchange existing meters for meters of a larger size will result in a charge to the prospective consumer of the difference between the existing smaller size meter and the requested larger size meter.

The amount of contributions for meter installations are listed on Tariff Sheet No. 17.0, Schedule of Fees and Charges.

14.0 G.L.A.C. - CUSTOMER CONNECTION CHARGE

The amount of contribution to reflect the cost of tapping into the main will not exceed the actual cost of tapping into the main line and extending a service pipe from the main to the customer's installation.

This contribution will only be imposed when facilities previously installed have no service line to the Developer's property.

Stephen G. McHallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

(Continued from Sheet No. 29.0)

Any special contract entered into will be filed with the Florida Public Service Commission and is subject to its approval.

19.0 DEVELOPER AGREEMENTS REQUIRED

The Contributor, Owner, Builder or Developer may be required to execute a "Developer's Agreement" setting forth such reasonable provisions governing contributor and Utility's responsibility pertaining to the installation of service facilities; the interconnection of plumber's lines with the facilities of Utility; the manner and method of payment of contributions in aid of construction; matters of exclusive service rights by Utility; standards of construction or specifications; time commitments to "take and use water service"; engineering errors and omissions; rules, regulations and procedures of Utility; prohibitions against improper use of Utility's facilities and other matters normally associated with and contained in developer agreements. Nothing contained in such developer agreements shall be in conflict with this Extension Policy as included in the Utility's Tariff on file with the Florida Public Service Commission.

Should conditions warrant an agreement other than the Utility's standard agreement, Developer will be required to pay all actual costs for the services of an independent counsel or persons qualified to draft and prepare such agreement.

20.0 TAX IMPACT OF QLAG

Repealed.

Stephen G. Mehallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

TABLE OF DAILY FLOWS
FOR VARIOUS OCCUPANCY

TYPES OF BUILDING USAGES

Apartments	250 gpd
Bars and Cocktail Lounges	5 gpd (1)
Boarding Schools (Students and Staff)	75 gpd
Bowling Alleys (toilet wastes only, per lane)	100 gpd (2)
Country Clubs, per member	25 gpd
Day Schools (Students and Staff)	10 gpd
Drive-In Theatres (per car space)	5 gpd
Factories, with showers	30 gpd
Factories, no showers	10 gpd/100 sq. ft.
Hospitals, with laundry	250 gpd/bed
Hospitals, no laundry	200 gpd/bed
Hotels and Motels	200 gpd/room and unit
Laundromat	225 gpd/washing machine
Mobile Home Parks	300 gpd/trailer
Movie Theatres, Auditoriums, Churches (per seat)	3 gpd
Nursing Homes	150 gpd/100 sq. ft.
Office Buildings	10 gpd/100 sq. ft.
Public Institutions (other than those listed herein)	75 gpd
Restaurants (per seat)	50 gpd
Single Family Residential	350 gpd
Townhouse Residence	250 gpd
Stadiums, Frontons, Ball Parks, etc., (per seat)	3 gpd
Stores, without kitchen wastes	5 gpd/100 sq. ft.
Speculative Buildings	10 gpd/100 sq. ft.
Warehouses	30 gpd plus 10 gpd/ 1000 sq. ft.

(1) gpd - gallons per capita per day

(2) gpd - gallons per day

Stephen G. Mehallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

DEVELOPERS AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between Quail Meadow Utilities, Inc., hereinafter referred to as the "Utility", a Florida Corporation, and _____, hereinafter referred to as the "Owner", a Florida Corporation.

WHEREAS, Owner owns land in Marion County, Florida, as described in Exhibit "A" attached hereto, hereinafter referred to as the "Property", and intends to develop a _____ thereon; and,

WHEREAS, Owner is desirous of Utility's constructing water mains and lines so that adequate water service will be available to Owner's property; and,

WHEREAS, Utility is the owner of a water plant and water distribution system in the vicinity of the above-described property; and,

WHEREAS, Utility has provided a copy of its Service Availability Policy (S.A.P.) as filed with the Florida Public Service Commission, (hereinafter the "Commission") to Owner, who acknowledges receipt of same and the parties agree that the terms and provisions contained in the S.A.P. are incorporated by reference into this Agreement and shall govern in the event of dispute.

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

1. Owner's Warranties and Responsibilities

a. Owner warrants that it is the Owner of the fee simple title of the Property described in Exhibit "A" and further agrees to have all mortgages or liens subordinated to the terms of the Agreement and easements required herein prior to any commencement of work by Utility.

b. Owner shall, at its own expense, provide plant for all water lines to Property which are necessary to the operation and maintenance of such facilities and to connect same to the system owned by the Utility at Owner's expense.

c. Engineering for all construction work shall be approved in advance in writing by the Utility.

d. Owner shall install water lines on the Property using good engineering practices and in accordance with engineering plans approved by the Utility, in writing, prior to construction. Construction of all lines shall be undertaken by a utility contractor approved in writing by the Utility. The Utility shall have the right to determine meter size and location.

e. Owner shall pay inspection fees for inspection of engineering plans or designs for construction of facilities by Owner which are to become a part of Utility's system and be subject to review and inspection by the Utility as provided by Rule 7.0, S.A.P.

f. Owner shall, at its own expense, provide the Utility with as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities, to include material, labor, engineering, administrative, and other related costs, as a condition precedent to their acceptance by the Utility and the initiation of service.

g. After the installation of water system and upon written acceptance by the Utility, the Utility shall be sole, absolute and exclusive owner of said facilities whether located inside or outside the property. Owner will provide Utility with a Bill of Sale describing the property transferred to the Utility.

(Continued to Sheet No. 33.0)

Stephen G. Mehallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

(Continued from Sheet No. 33.0)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

QUAIL MEADOW UTILITIES, INC.

BY: _____

Signed, sealed & delivered
in the presence of:

As to QUAIL MEADOW UTILITIES, INC.

_____ BY: _____

As to

Stephen G. McHallis
ISSUING OFFICER

Vice President & Treasurer
TITLE

Rhema Business Services, Inc.

1544 Vickers Drive
Tallahassee, FL 32305-3041

(850) 562-9888
(850) 562-9887 FAX

DEPOSIT

DATE

D035

NOV 18 1998

November 17, 1998

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

Re: Docket No. 981623-WU application of QUAIL MEADOW UTILITIES, INC. for
Transfer of Majority Organizational Control

Gentlemen:

Enclosed are the original and twelve (12) copies of the Quail Meadow Utilities, Inc. Application for Transfer of Majority Organizational Control and Exhibits I, II, III, IV, V, IX, X and XI; the original and two copies of Exhibit X; and a check in the amount of \$750.00 in payment of the appropriate filing fee. Exhibits VI, VII and VIII will be late filed.

Also enclosed are the original and three (3) copies of the Request for Representation by a Class B Practitioner/Qualified Representative, and the required Affidavit.

Please address all correspondence to me at the above address, and direct any questions to me at (850) 562-9886.

QUAIL MEADOW UTILITIES, INC.

2477 EAST COMMERCIAL BOULEVARD
FORT LAUDERDALE, FLORIDA 33308

1413

OCTOBER 28, 1998

ORDER OF

FLORIDA PUBLIC SERVICE COMMISSION

\$ 750.00*****

*****SEVEN HUNDRED FIFTY AND 00/100***** DOLLARS

NCNB NCNB National Bank
of Florida
Fort Lauderdale, Florida

