

Steffens & Associates, Inc.
c/o Utility Advisors, Inc.

6320 Tower Lane, Suite E, Sarasota, FL 34240

941-378-8356
Fax 941-378-3786

DEPOSIT
D050

DATE
DEC 23 1998

4968
17,972.54 RAF
NO Envelope

December 1, 1998

12/22/98

PP

W0736

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

981930-WIU

Re: Transfer of Fiveland's Certificate No. 571-W to Charlotte County

Dear Sir/Madam;

Fiveland Investments, Inc. ("Fiveland") has requested that the Board of County Commissioners of Charlotte County ("County") accept its water utility ("Utility") as a contribution to the County. If accepted, Fiveland will transfer its plant, storage tanks, lines, property, etc. that are needed to operate the Utility to the County. Charlotte County Utilities ("CCU"), the County's water and wastewater utilities is fully prepared and equipped to operate the utility and to absorb its customers. The acquisition of the Utility is in accord with Charlotte County's local Comprehensive Plan.

Although the County is expected to accept the Utility, no formal action has been taken.

Pursuant to F.S. Section 367.071, the County, a political subdivisions of the State, and Fiveland, jointly request determination and approval from the Florida Public Service Commission ("FPSC") that the proposed contribution (transfer) is in the public interest and that the County (transferee) will fulfill the obligations of the Fiveland. Please note that Section 367.071(4)(a), states that a transfer to a governmental authority, such as the County, shall be approved as a matter of right. The County is in possession of the Utility's most recent available income and expense statement, balance sheet, and statement of rate base for regulatory purposes and contribution in aid of construction. Accordingly, the undersigned request a formal, written statement of approval.

RAR

Thank you for your anticipated cooperation. If you need any further information, please do not hesitate to call.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPC _____
- RCH _____
- SEC _____
- WAS _____
- OTH _____

RECEIVED
DEC 22 1 41 PM '98
ADMINISTRATION

DOCUMENT NUMBER-DATE

14436 DEC 24 98

FPSC-RECORDS/REPORTING

781730-W4

Steffens & Associates, Inc.
c/o Utility Advisors, Inc.

6320 Tower Lane, Suite E, Sarasota, FL 34240

941-378-8356
Fax 941-378-3786

DEPOSIT DATE
D 0 5 0 DEC 23 1998

4968
17,972.54 RAR
No Enclosure

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Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

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Although the County is expected to accept the Utility, no formal action has been taken.

Pursuant to F.S. Section 367.071, the County, a political subdivisions of the State, and Fiveland jointly request determination and approval from the Florida Public Service

RAR

FOR SECURITY PURPOSES, THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING

THEODORE C. STEFFENS, RECEIVER
FIVELAND INVESTMENTS, INC.
400 MADISON DRIVE, SUITE 200
SARASOTA, FL 34236

BARNETT BANK
OF SOUTHWEST FLORIDA, N.A.
SARASOTA, FLORIDA

4968

63-905/631

DATE AMOUNT

Dec 15, 1998 *****\$17,972.54

PAY Seventeen Thousand Nine Hundred Seventy-Two and 54/100 Dollars

Florida Public Service Comm.

TO THE
ORDER
OF

Cheryl J. Bazame

AUTHORIZED SIGNATURE

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈000000⑈

14436-98

Very truly yours,



Mac V. Horton, Chair
Board of County Commissioners
of Charlotte County, Florida

Very truly yours,



Fiveland Investments, Inc.
By: Theodore C. Steffens
As its Court Appointed Receiver

Approved as to form
and Legal Sufficiency:



Renee Francis Lee, County Attorney

KWE

405363.2

FLORIDA PUBLIC SERVICE COMMISSION

981930-WJ

**INSTRUCTIONS FOR COMPLETING
APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY
(Section 367.071, Florida Statutes)**

General Information

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

Note that, pursuant to Section 367.071(4)(a), Florida Statutes, a governmental authority, prior to taking any official action, shall request from the utility or the Commission the most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.

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. Notarize the completed application form.
4. Return applicable regulatory assessment fee and form with the application.
5. Return utility's original certificate(s) with the application for transfer.
6. The **original and five copies** of the completed application and attached exhibits; **one copy** of each territory and system map (if applicable); the **original and two** copies of the proposed tariff sheet(s) (if applicable); the appropriate regulatory assessment form(s) and fee(s); and the original certificate(s) should be mailed to:

Director, Division of Records and Reporting

Florida Public Service Commission

Check received with filing and forwarded to Fiscal for deposit.

2540 Shumard Oak Boulevard

Fiscal to forward a copy of check to RAR with proof of deposit.

Tallahassee, Florida 32399-0850

Initials of person who forwarded check:

JBY

DOCUMENT NUMBER-DATE

14436 DEC 22 88

FPSC-RECORDS/REPORTING

881930-W-6

INSTRUCTIONS FOR COMPLETING
APPLICATION FOR REGISTRATION OF PROFESSIONAL ENGINEERS
(Circular 881930-W-6)

General Information

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The Florida Public Service Commission is the authority which issues licenses to professional engineers. The Commission is composed of five members appointed by the Governor. The Commission's office is located at 100 North Florida Avenue, Tallahassee, Florida 32301. For more information, contact the Commission at (904) 498-1234.

This form is to be completed by the applicant and submitted to the Commission. The form should be filled out in ink. The Commission will accept applications from applicants who are currently licensed in another state or who are graduates of an accredited engineering program. The Commission will also accept applications from applicants who are currently licensed in another state and who are applying for reciprocity.

Application Form

This is the application form for registration as a professional engineer. It should be filled out in ink and submitted to the Commission along with the required fees and supporting documents.

Complete the form and return it to the Commission. Do not leave any spaces blank. If you are applying for reciprocity, you must also submit a letter from the board of engineers in your home state.

When you have completed the application form, you should submit it to the Commission along with the required fees and supporting documents. The Commission will review your application and issue a license if you meet the requirements.

Return your original certificate with the application form to the Commission. The Commission will issue a license if you meet the requirements.

The original certificate is the property of the Commission. You should retain a copy of each certificate and return it to the Commission when you are no longer licensed. The Commission will issue a license if you meet the requirements.

Director, Division of Records and Reporting

Florida Public Service Commission

3350 Broadway Oak Boulevard

Tallahassee, Florida 32301-0930

881930-W-6

1-800-352-1234

11/11

APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY
(Pursuant to Section 367.071(4)(a), Florida Statutes)

**TO: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for the approval of the transfer of (all) or part) of the facilities operated under Water Certificate No. _____ and/or Wastewater Certificate No. _____ located in _____ County, Florida, and submits the following:

PART I APPLICANT INFORMATION

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

Fiveland Investments, Inc.

Name of utility

(941) 378-8356

(941) 378-3786

Phone No.

Fax No.

6320 Tower Lane, Suite E

Office street address

Sarasota

Florida

34240

City

State

Zip Code

Mailing address if different from street address

Internet address if applicable

B) The name, address and telephone number of a representative of the utility to contact concerning this application:

Jeffrey S. Russell (941) 366-6660

Name Abel, Band, Russell, Collier, Phone No.
Pitchford & Gordon, Chartered
240 South Pineapple Avenue, 10th Floor

Street address
Sarasota Florida 34236

City State Zip Code

C) The full name, address and telephone number of the governmental authority:

Charlotte County

Name of utility
(941) 743-1300 (941) 743-1310
Phone No. Fax No.
18500 Murdock Circle

Office street address
Port Charlotte Florida 33948-1094

City State Zip Code

Mailing address if different from street address

Internet address if applicable

D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

Richard Howell, Director (941) 743-1559

Name Charlotte County Utilities Phone No.
20101 Peachland Boulevard, Suite 301

Street address
Port Charlotte Florida 33954

City State Zip Code

PART II FINANCIAL INFORMATION

- A) Exhibit "A" - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.
- B) Exhibit "B" - A statement regarding the disposition of customer deposits and the accumulated interest thereon.
- C) Exhibit "C" - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- D) Exhibit "D" - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.
- E) Indicate the date on which the buyer proposes to take official action to acquire the utility:
on or before December 31, 1998.

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.

IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.

PART III CERTIFICATION

A) **TERRITORY DESCRIPTION**

Exhibit "E" - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section), if possible, or a metes and bounds description. Give the subdivision or project name. The description should NOT refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc). The object is to make the description as brief, but as accurate as possible.

B) **TERRITORY MAPS**

Exhibit "F" - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the remaining territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

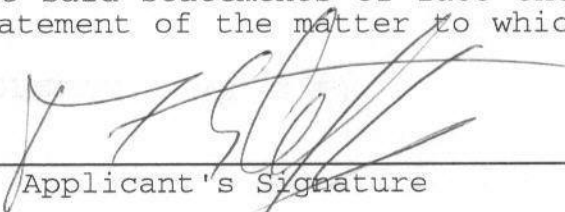
C) **TARIFF SHEETS**

Exhibit "G" - The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 9-10.) Sample tariff sheets are attached. (Pages 11-14.)

PART IV AFFIDAVIT

THEODORE C. STEFFENS, as Court Appointed Receiver for Fiveland Investments, Inc., a Florida corporation, on behalf of the I corporation, _____ (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.

BY:



Applicant's Signature

Fiveland Investments, Inc.


Applicant's Name (Typed)

BY: Theodore C. Steffens, Court Appointed Receiver

Applicant's Title *



Subscribed and sworn to before me this 10th day
of December 1998.



Notary Public

Print Name: Vicki Henderson
My Commission Expires: 10-26-2002

X Personally known, or
Produced _____
as identification

* 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.

** Affiant is the Court Appointed Receiver for Fiveland Investments, Inc., a Florida corporation, pursuant to the Order dated the 5th day of September, 1991, a true and accurate copy of which is attached hereto as Exhibit "H".

STATE OF FLORIDA, County of ...
I, the undersigned, being duly sworn, depose and say that the facts stated in the foregoing petition are true and correct to the best of my knowledge and belief, and that I am a member of the organization mentioned in said petition.

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Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the State of Florida
My Commission Expires _____
I, _____, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

Witness my hand and the seal of my office this _____ day of _____, 20____.

Notary Public in and for the State of Florida
My Commission Expires _____

FLORIDA PUBLIC SERVICE COMMISSION

INSTRUCTIONS FOR PREPARATION OF TERRITORY DESCRIPTION AND MAP

An accurate description of the territory served or proposed to be served is essential. The noticing requirement in Rule 25-30, Florida Administrative Code, and the territory description requirement for each of the certification applications require the territory to be described using township, range and land sections. Failure to use the required format will cause your application to be delayed and may result in your having to renotice. The following information is provided to assist you in preparing a correct legal description and plotting that territory on the service territory map.

TERRITORY DESCRIPTION

The territory description must contain the following:

- 1) A reference to a township(s), range(s), land section(s) and county.
- 2) A complete and accurate description of the territory served or proposed to be served. There are two acceptable formats which may be used.
 - a) Sections - If the territory includes complete sections, the description may only include the township, range, and section reference. If the territory includes partial sections, the description shall either identify the subsections included or excluded.
 - b) Metes and Bounds - A point of beginning which is referenced from either a section corner or a subsection corner, such as a quarter corner. The perimeter shall be described by traversing the proposed territory and closing at the point of beginning. Also, the description shall include all bearings and distances necessary to provide a continuous description.
- 3) References to interstates, state roads, and major bodies of water are acceptable.
- 4) References to government lots, local streets, recorded plats or lots, tracts, or other recorded instruments are not acceptable.

Acceptable territory description formats are shown in the attached Examples 1 and 2.

Territory maps are required in the Florida Administrative Code rules related to applications for original certificates, amendments, grandfather certificates, and in transfers to a governmental agency where only a portion of the territory is transferred. The map is used by staff to verify the location of the existing or proposed territory. The territory maps should not be confused with the system depiction map which is used to locate existing or proposed service lines and facilities.

TERRITORY MAP

The territory map shall contain the following:

- 1) Territory shall be plotted on a Department of Transportation Map, County tax assessor map or any other map with a scale of 1"= 200 ft. or 1" = 400 ft.
- 2) Township, range, section, and county.
- 3) An accurate depiction of the existing or proposed territory. The map should clearly distinguish the existing versus the proposed territory.

An example of a acceptable territory map is attached as Example 3.

**FORMAT TO BE FOLLOWED IN PREPARING TERRITORY DESCRIPTIONS.
EXAMPLE 1 IS PREFERRED OVER METES AND BOUNDS IN EXAMPLE 2.**

EXAMPLE 1

Township 26 South, Range 29 East, Osceola
County, Florida

Section 18

The South 1/2 of the Southeast 1/4 and the
South 1/2 of the North 1/2 of the Southeast
1/4 of said Section 18

also

The East 1/2 of the Southeast 1/4 of the South
West 1/4 and the Southeast 1/4 of the
Northeast 1/4 of the Southwest 1/4 of said
Section 18

Section 19

The North 1/2 of the Northeast 1/4 and the
North 1/2 of the South 1/2 of the Northeast
1/4 of said Section 19

also

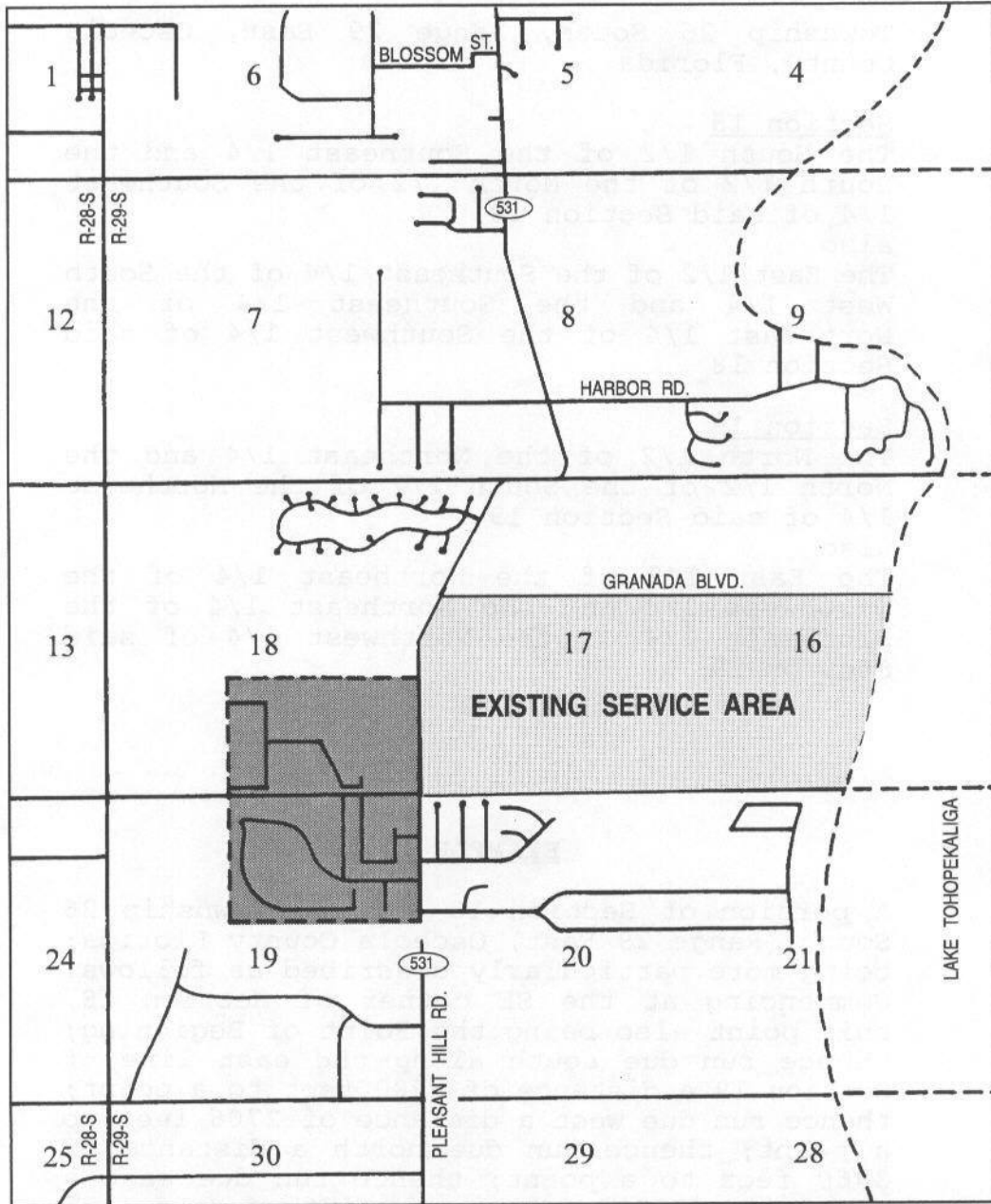
The East 1/2 of the Northeast 1/4 of the
Northwest 1/4 and the Northeast 1/4 of the
Southeast 1/4 of the Northwest 1/4 of said
Section 19

EXAMPLE 2

A portion of Section 18 and 19, Township 26
South, Range 29 East, Osceola County Florida;
being more particularly described as follows:
Commencing at the SE corner of Section 18,
this point also being the Point of Beginning;
thence run due south along the east line of
Section 19 a distance of 1980 feet to a point;
thence run due west a distance of 2706 feet to
a point; thence run due north a distance of
3960 feet to a point; thence run due east a
distance of 2706 feet to a point of east line
of Section 18; thence run due south along the
east line of Section 18 a distance of 1980
feet to the Point of Beginning.

EXAMPLE 3

TOWNSHIP 26 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA



EXISTING SERVICE AREA



PROPOSED SERVICE AREA

CHAPTER 25-9.009, F.A.C.
NUMBERING AND GENERAL DATA REQUIRED FOR EACH SHEET

The numbering and general data required by this rule and listed below shall appear on each sheet in the rate book excepting the front and back covers and the individual sheets of special contracts.

(1) Every sheet (or page) in the rate book shall be numbered. While any system which provides for an orderly arrangement of the tariff is acceptable, it is suggested that, in the interest of uniformity, all utilities give consideration to the following recommended procedures:

(a) Those utilities subject to Rule 25-9.007 should employ a decimal system of numbering, so that any new or additional material may be inserted in the logical place in the proper section of the tariff.

(b) Telephone and telegraph utilities covered by Rule 25-9.008 should continue the presently effective section and sheet numbering system which is uniformly employed by all such utilities, the size and construction of whose tariffs require such division.

(c) Utilities of any classification, the size of whose tariffs are limited to relatively few pages, may, at their option, employ a simple consecutive sheet numbering system.

(2) Each sheet shall bear the name of the utility, which shall appear in the upper left-hand corner of the sheet.

(3) The FIRST issue of each sheet in the rate book shall be marked "Original Sheet" in the upper right-hand corner of the sheet. As an example:

Original Sheet No. 1., or, Original Sheet No. 5.2.

(4) Revised sheets in the rate book shall be marked with the serial number of the revision in the upper right-hand corner and the number of the sheet it replaces. As an example:

First Revised Sheet No. 1

Cancels Original Sheet No. 1

or

Fourth Revised Sheet No. 5.2

Cancels Third Revised Sheet No. 5.2

(5) At the bottom of each sheet shall appear the name and title of the issuing officer of the utility.

Specific Authority: 364.20, 366.05(1), 367.121, F.S.

Law Implemented: 364.04, 366.05, 367.041, F.S.

History: Repromulgated 1/8/75, 10/22/75, formerly 25-9.09.

CHAPTER 25-9.010, F.A.C.
NUMBERING OF SUPPLEMENTS AND ADDITIONS

(1) When new or additional service classifications or rate schedules are to be established, the sheets containing such classifications or schedules shall follow the last sheets in the rate schedules section of the appropriate classification and be given the next consecutive sheet number or numbers. Letter suffixes shall not be used in numbering service classifications or rate schedules.

(2) When revisions or additions to existing schedules or sheets require more space, one or more sheets shall be issued to which the same sheet number shall be given with a letter suffix; for example, if changes be made in Original Sheet No. 5.2 and more than one sheet is required to show the changed or new matter, the new sheet shall be issued as First Revised Sheet No. 5.2-A, etc.

Specific Authority: 364.20, 366.05(1), 367.121, F.S.

Law Implemented: 364.04, 366.05, F.S.

History: Repromulgated 1/8/75, 10/22/75, formerly 25-9.10.

NAME OF COMPANY Fiveland Investments, Inc.

WATER TARIFF

TERRITORY SERVED


CERTIFICATE NUMBER - 571 - W

COUNTY - Charlotte

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-95-0613-FOF-WU		941340-WU	

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ISSUING OFFICER
Court Receiver


TITLE

NAME OF COMPANY Fiveland Investments, Inc.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

See Exhibit "E" attached hereto



ISSUING OFFICER

Court Receiver

TITLE

NAME OF COMPANY _____

WASTEWATER TARIFF

TERRITORY SERVED


CERTIFICATE NUMBER -

COUNTY -

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number Date Issued Docket Number Filing Type

[Faint, illegible handwritten text]



ISSUING OFFICER
Court Receiver

TITLE

NAME OF COMPANY _____

WASTEWATER TARIFF _____

DESCRIPTION OF TERRITORY SERVED

[Faint, illegible handwritten notes and scribbles]

[Handwritten Signature]
ISSUING OFFICER
Court Receiver
TITLE

**SECTION 367.071, FLORIDA STATUTES
SALE, ASSIGNMENT, OR TRANSFER OF CERTIFICATE OF
AUTHORIZATION, FACILITIES, OR CONTROL**

(1) No utility shall sell, assign, or transfer its certificate of authorization, facilities or any portion thereof, or majority organizational control without determination and approval of the commission that the proposed sale, assignment, or transfer is in the public interest and that the buyer, assignee, or transferee will fulfill the commitments, obligations, and representations of the utility.

(2) The commission may impose a penalty pursuant to s. 367.161 when a transfer occurs prior to approval by the commission. The transferor remains liable for any outstanding regulatory assessment fees, fines, or refunds of the utility.

(3) An application for proposed sale, assignment, or transfer shall be accompanied by a fee as provided by s. 367.145. No fee is required to be paid by a governmental authority that is the buyer, assignee, or transferee.

(4) An application shall be disposed of as provided in s. 367.045, except that:

(a) The sale of facilities, in whole or part, to a governmental authority shall be approved as a matter of right; however, the governmental authority shall, prior to taking any official action, obtain from the utility or commission with respect to the facilities to be sold the most recent available income and expense statement, balance sheet, and statement of rate base for regulatory purposes and contributions-in-aid-of-construction. Any request for rate relief pending before the commission at the time of sale is deemed to have been withdrawn. Interim rates, if previously approved by the commission, must be discontinued, and any money collected pursuant to interim rate relief must be refunded to the customers of the utility with interest.

(b) When paragraph (a) does not apply, the commission shall amend the certificate of authorization as necessary to reflect the change resulting from the sale, assignment, or transfer.

(5) The commission by order may establish the rate base for a utility or its facilities or property when the commission approves a sale, assignment, or transfer thereof, except for any sale, assignment, or transfer to a governmental authority.

(6) Any person, company, or organization that obtains ownership or control over any system, or part thereof, through foreclosure of a mortgage or other encumbrance, shall continue

service without interruption and may not remove or dismantle any portion of the system previously dedicated to public use which would impair the ability to provide service, without the express approval of the commission. This provision may be enforced by an injunction issued by a court of competent jurisdiction.

History.—

s. 1, ch. 71-278; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 9, 25, 26, ch. 80-99; ss. 2, 3, ch. 81-318; ss. 7, 15, ch. 82-25; ss. 6, 26, 27, ch. 89-353; s. 2, ch. 90-166; s. 4, ch. 91-429.

CHAPTER 25-30.037, F.A.C.
APPLICATION FOR AUTHORITY TO TRANSFER

(4) Each application for transfer of certificate of authorization, facilities, or any portion thereof, or majority organizational control to a governmental authority shall contain the following information:

- (a) the name and address of the utility and its authorized representative;
- (b) the name of the governmental authority and the name and address of its authorized representative;
- (c) a copy of the contract or other document transferring the utility system to the governmental authority;
- (d) 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;
- (e) a statement that the governmental authority obtained, from the utility or Commission, the most recent available income and expense statement, balance sheet, statement of rate base for regulatory purposes, and contributions-in-aid-of-construction;
- (f) the date on which the governmental authority proposes to take official action to acquire the utility;
- (g) a statement describing the disposition of customer deposits and interest thereon; and
- (h) a statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

(5) If a utility is transferring a portion of its facilities to a governmental agency, it must provide the following additional information:

- (a) a description of the remaining territory using township, range, and section references;
- (b) one copy of the 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 by use of metes and bounds or quarter sections, and with a defined reference point of beginning.

(c) the original and two copies of sample tariff sheets reflecting the remaining territory.

(6) Upon its receipt of items required in (4)(a), (b), (c), (d), (e) and (f), the Commission will issue an order acknowledging that the facilities or any portion thereof have been acquired by the governmental authority.

(7) Upon receipt of the items required in (4)(g) and (h) and, if applicable, (5)(a), (b), and (c), and upon the completion of all pending proceedings before the Commission, the utility's certificate will be amended or cancelled. Amendment or cancellation of the certificate shall not affect the utility's obligation pursuant to Rule 25-30.120, F.A.C., Regulatory Assessment Fees.

Specific Authority: 367.121, F.S.

Law Implemented: 367.071 F.S.

History: New 1/27/91, Amended 11/30/93.

Water System Regulatory Assessment Fee Return

Florida Public Service Commission

(See Filing Instructions on Back of Form)

STATUS:

 Actual Return
 X Estimated Return

PERIOD COVERED:

 3
 1/1/98 - 12/31/98

1 ~

FOR PSC USE ONLY

Check# _____

\$ _____ 0604001
 _____ 003001

\$ _____ P
 _____ 0604001
 _____ 004010

\$ _____ I

Postmark Date _____

Initials of Preparer _____

Please Complete Below If Address Has Changed

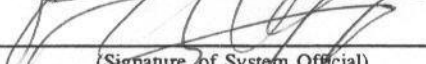
Fiveland Investments, Inc.	6320 Tower Lane Suite E	Sarasota, Fla. 34240
(SYSTEM'S NAME)	(ADDRESS)	(CITY/STATE) (ZIP)

Florida Public Service Commission Certificate	# _____	# _____	# WU-736
WATER OPERATING REVENUES:			
1. Unmetered Water Revenues (460)	\$ _____	\$ _____	\$ _____
MEASURED WATER REVENUES			
2. Residential Revenues (461.1)	_____	_____	276,659.13
3. Commercial Revenues (461.2)	_____	_____	50,441.20
4. Industrial Revenues (461.3)	_____	_____	_____
5. Revenues from Public Authorities (461.4)	_____	_____	_____
6. Multiple Family Dwelling Revenues (461.5)	_____	_____	43,679.69
7. TOTAL METERED SALES	\$ _____	\$ _____	\$ 370,780.02
FIRE PROTECTION REVENUES			
8. Public Fire Protection (462.1)	_____	_____	_____
9. Private Fire Protection (462.2)	_____	_____	_____
10. TOTAL FIRE PROTECTION REVENUE	\$ _____	\$ _____	\$ _____
11. Other Sales to Public Authorities (464)	_____	_____	_____
12. Sales to Irrigation Customers (465)	_____	_____	_____
13. SALES FOR RESALE (466)	_____	_____	_____
14. Interdepartmental Sales (467)	_____	_____	_____
15. TOTAL WATER SALES (Lines 1+7+10+11+12+13+14)	\$ _____	\$ _____	\$ 370,780.02
OTHER WATER REVENUES			
16. Guaranteed Revenues (Include Revenues from A.F.P.I.Charges) (469)	_____	_____	28,609.84
17. Forfeited Discounts (470)	_____	_____	_____
18. Miscellaneous Service Revenues (471)	_____	_____	_____
19. Rents From Water Property (472)	_____	_____	_____
20. Interdepartmental Rents (473)	_____	_____	_____
21. Other Water Revenues (474) Describe:	_____	_____	_____
22. TOTAL OTHER WATER REVENUES (Lines 16+17+18+19+20+21)	\$ _____	\$ _____	\$ 28,609.84
23. TOTAL WATER OPERATING REVENUES*(Lines 15+22)	\$ _____	\$ _____	\$ 399,389.86
24. LESS: Expense for Purchased Water From FPSC-Regulated Utility	(_____)	(_____)	(_____)
25. NET WATER OPERATING REVENUES (Line 23 Less Line 24)	_____	_____	399,389.86
26. Regulatory Assessment Fee Due — (Multiply Line 25 by 0.045)	_____	_____	17,972.54
27. LESS: Approved Prior-Period Credit	(_____)	(_____)	(_____)
28. NET REGULATORY ASSESSMENT FEE (Line 26 Less Line 27)	\$ _____	\$ _____	17,972.54
29. Penalty for Late Payment	_____	_____	_____
30. Interest for Late Payment	_____	_____	_____
31. TOTAL AMOUNT DUE	\$ _____	\$ _____	17,972.54

*These amounts must agree with Annual Report Schedule F-3
 If service was purchased from a regulated utility, please insert its name: _____

AS PROVIDED IN SECTION 350.113, FLORIDA STATUTES, THE MINIMUM ANNUAL FEE IS \$25

I, the undersigned owner/officer of the above-named system, have read the foregoing. Under penalties of perjury, I declare that, to the best of my knowledge and belief, the above is a true and correct statement of gross revenues derived from intrastate business for the period indicated.



 (Signature of System Official)
 Theodore C. Steffens

 (Please Print Name)

Court Appointed Receiver

 (Title)
 Telephone Number (941) 378-8356

 (Date) 12-10-98

FLORIDA PUBLIC SERVICE COMMISSION
Instructions For Filing Regulatory Assessment Fee Return
(Water System)

1. **WHO MUST FILE:** Each regulated utility under the jurisdiction of the Public Service Commission (Commission) for any part of the 12-month period, January 1 through December 31, preceding the due date as reflected in the following paragraph.
2. **WHEN TO FILE:** To avoid payment of penalties and interest, this Regulatory Assessment Fee Return form must be filed on or before March 31 for the report period, January 1 through December 31. (When March 31 falls on a Sunday, remittance may be made on April 1 without penalty.)
3. **FEES:** Each Commission-regulated system shall pay the presently established percentage of its gross operating revenues derived from intrastate business as indicated on Line 26 on the reverse side. (Gross Operating Revenues are defined as the total revenues before expenses.) To assure an accurate recording of your fee payment, it is most important that you identify each certificate number in the appropriate space.
4. **FAILURE TO FILE BY DUE DATE:** Failure to file a return by the established due date will result in a penalty being added to the amount of fee due, 5% for each 30 days or fraction thereof, not to exceed a total penalty of 25% (Line 29). In addition, interest shall be added in the amount of 1% for each 30 days or fraction thereof, not to exceed a total of 12% per year (Line 30).
5. **EXTENSION:** A system, for good cause shown in a written request, may be granted an extension for a period not to exceed 30 days. Such request should be made by filing the enclosed *Request for Extension to File Regulatory Assessment Fee Return* form (PSC/ADM-124), in sufficient time to allow Commission action prior to the normal due date. If an extension is granted, a charge shall be added to the amount due:

0.75% of the fee to be remitted for an extension of 15 days or less, or
1.5% of the fee for an extension of 16 to 30 days.

In lieu of paying the charges outlined above, a system may file a return and remit payment based upon estimated gross operating revenues. If such return is filed by the normal due date, the system shall be granted a 30-day extension period in which to file and remit the actual fee due without paying the above charges, provided the estimated fee payment remitted is at least 90% of the actual fee due for the period. An automatic 30-day extension to file an actual return may be obtained by checking the "Estimated Return" space in the top left-hand corner on the reverse side.

6. **AUTHORITY:** The authority to collect regulatory assessment fees is granted to the Commission by Section 350.113 and 367.145, Florida Statutes.
7. **REGULATORY ASSESSMENT FEE DUE:** Amounts are due and payable to the Commission by March 31. If there are no revenues *OR* if revenues are insufficient to generate a minimum annual fee, remit the minimum fee. A Regulatory Assessment Fee Return must be completed, signed, and filed even if there are no revenues to report or if the minimum amount is due.
8. **FEE ADJUSTMENTS:** Computation errors and/or differences in gross operating revenues reported for regulatory assessment fee purposes and those reported in the annual report may cause adjustments to amounts paid to the Commission. You will be notified as to the amount and reason for any adjustment. Penalty and interest charges may be applicable to additional amounts owed the Commission by reason of the adjustment.
9. **MAILING INSTRUCTIONS:** Please complete this form, make a copy for your files, and return the original in the enclosed preaddressed envelope. Use of this envelope should assure a more accurate and expeditious recording of your payment. However, if you are unable to use the envelope, please address your remittance as follows:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

ATTENTION: Fiscal Services

10. **ADDITIONAL ASSISTANCE:** If you need additional information or assistance in preparing your Regulatory Assessment Fee Return, please contact the Division of Water & Wastewater at (904) 413-6900 or at the above-referenced address, changing the Attention Line.

Wastewater System Regulatory Assessment Fee Return

Florida Public Service Commission

(See Filing Instructions on Back of Form)

STATUS:

_____ Actual Return
 _____ Estimated Return

PERIOD COVERED:

3 ~

1 ~

FOR PSC USE ONLY

Check# _____

\$ _____ 0604002
 000000

\$ _____ P
 0604002
 000000

\$ _____ I

Postmark Date _____

Initials of Preparer _____

Please Complete Below If Address Has Changed

 (System's Name) (Address) (City/State) (Zip)

Florida Public Service Commission Certificate	# _____	# _____	# _____
WASTEWATER OPERATING REVENUES			
FLAT-RATE REVENUES			
1. Residential Revenues (521.1)	\$ _____	\$ _____	\$ _____
2. Commercial Revenues (521.2)	_____	_____	_____
3. Industrial Revenues (521.3)	_____	_____	_____
4. Revenues from Public Authorities (521.4)	_____	_____	_____
5. Multiple Family Dwelling Revenues (521.5)	_____	_____	_____
6. Other Revenues (521.6)	_____	_____	_____
7. TOTAL FLAT-RATE REVENUES	\$ _____	\$ _____	\$ _____
MEASURED REVENUES			
8. Residential Revenues (522.1)	_____	_____	_____
9. Commercial Revenues (522.2)	_____	_____	_____
10. Industrial Revenues (522.3)	_____	_____	_____
11. Revenues from Public Authorities (522.4)	_____	_____	_____
12. Multiple Family Dwelling Revenues (522.5)	_____	_____	_____
13. TOTAL MEASURED REVENUES	\$ _____	\$ _____	\$ _____
14. Revenues from Public Authorities (523)	_____	_____	_____
15. Revenues from Other Systems (524)	_____	_____	_____
16. Interdepartmental Revenues (525)	_____	_____	_____
17. TOTAL (Lines 7+13+14+15+16)	\$ _____	\$ _____	\$ _____
OTHER WASTEWATER REVENUES			
18. Guaranteed Revenues (Include Revenues from A.F.P.I.Charges (530)	_____	_____	_____
19. Sales of Sludge (531)	_____	_____	_____
20. Forfeited Discounts (532)	_____	_____	_____
21. Rents From Wastewater Property (534)	_____	_____	_____
22. Interdepartmental Rents (535)	_____	_____	_____
23. Other Wastewater Revenues (536) Describe:	_____	_____	_____
24. TOTAL OTHER WASTEWATER REVENUES	\$ _____	\$ _____	\$ _____
(Lines 18+19+20+21+22+23)			
25. TOTAL WASTEWATER OPERATING REVENUES* (Lines 17+24)	\$ _____	\$ _____	\$ _____
26. LESS: Expense for Purchased Wastewater Treatment from FPSC-Regulated Utility	(_____)	(_____)	(_____)
27. NET WASTEWATER OPERATING REVENUES (Line 25 less Line 26)	_____	_____	_____
28. Regulatory Assessment Fee Due — (Multiply Line 27 by 0.045)	_____	_____	_____
29. LESS: Approved Prior-Period Credit	(_____)	(_____)	(_____)
30. NET REGULATORY ASSESSMENT FEE (Line 28 less Line 29)	_____	_____	_____
31. Penalty for Late Payment	_____	_____	_____
32. Interest for Late Payment	_____	_____	_____
33. TOTAL AMOUNT DUE	\$ _____	\$ _____	\$ _____

*These amounts must agree with Annual Report Schedule F-3

If service was purchased from a regulated utility, please insert its name: _____

AS PROVIDED IN SECTION 350.113, FLORIDA STATUTES, THE MINIMUM ANNUAL FEE IS \$25

I, the undersigned owner/officer of the above-named system, have read the foregoing. Under penalties of perjury, I declare that, to the best of my knowledge and belief, the above is a true and correct statement of gross revenues derived from intrastate business for the period indicated.

 (Signature of System Official) (Title) (Date)

 (Please Print Name) Telephone Number (_____)

F.E.I. No. _____

FLORIDA PUBLIC SERVICE COMMISSION
Instructions For Filing Regulatory Assessment Fee Return
(Wastewater System)

1. **WHO MUST FILE:** Each regulated system under the jurisdiction of the Florida Public Service Commission (Commission) must file for any part of a 12-month period which preceded either of the due dates reflected in the following paragraph.
2. **WHEN TO FILE:** To avoid payment of penalties and interest, this Regulatory Assessment Fee Return form must be filed or postmarked before March 31 for the report period January 1 through December 31. (When March 31 falls on a Sunday, remittance may be made on April 1 without penalty.)
3. **FEES:** Each Commission-regulated system shall pay the presently established percentage of its gross operating revenues derived from intrastate business as indicated on Line 28 on the reverse side. (Gross Operating Revenues are defined as the total revenues before expenses.) To assure an accurate recording of your fee payment, it is most important that you identify each certificate number in the appropriate space.
4. **FAILURE TO FILE BY DUE DATE:** Failure to file a return by the established due date will result in a penalty being added to the amount of fee due, 5% for each 30 days or fraction thereof, not to exceed a total penalty of 25% (Line 31). In addition, interest shall be added in the amount of 1% for each 30 days or fraction thereof, not to exceed a total of 12% per year (Line 32).
5. **EXTENSION:** A utility, for good cause shown in a written request, may be granted an extension for a period not to exceed 30 days. Such request should be made by filing the enclosed *Request for Extension to File Regulatory Assessment Fee Return* form (PSC/ADM-124), in sufficient time to allow Commission action prior to the normal due date. If an extension is granted, a charge shall be added to the amount due:

0.75% of the fee to be remitted for an extension of 15 days or less, *or*
1.5% of the fee for an extension of 16 to 30 days.

In lieu of paying the charges outlined above, a utility may file a return and remit payment based upon estimated gross operating revenues. If such return is filed by the normal due date, the utility shall be granted a 30-day extension period in which to file and remit the actual fee due without paying the above charges, provided the estimated fee payment remitted is at least 90% of the actual fee due for the period. An automatic 30-day extension to file an actual return may be obtained by checking the "Estimated Return" space in the top left-hand corner on the reverse side.

6. **AUTHORITY:** The authority to collect regulatory assessment fees is granted to the Commission by Section 350.113 and 367.145, Florida Statutes.
7. **REGULATORY ASSESSMENT FEE DUE:** Amounts are due and payable to the Commission by March 31. If there are no revenues *OR* if revenues are insufficient to generate a minimum annual fee, remit the minimum fee. A Regulatory Assessment Fee Return must be completed, signed, and filed even if there are no revenues to report or if the minimum amount is due.
8. **FEE ADJUSTMENTS:** Computation errors and/or differences in gross operating revenues reported for regulatory assessment fee purposes and those reported in the annual report may cause adjustments to amounts paid to the Commission. You will be notified as to the amount and reason for any adjustment. Penalty and interest charges may be applicable to additional amounts owed the Commission by reason of the adjustment.
9. **MAILING INSTRUCTIONS:** Please complete this form, make a copy for your files, and return the original in the enclosed preaddressed envelope. Use of this envelope should assure a more accurate and expeditious recording of your payment. However, if you are unable to use the envelope, please address your remittance as follows:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

ATTENTION: Fiscal Services

10. **ADDITIONAL ASSISTANCE:** If you need additional information or assistance in preparing your Regulatory Assessment Fee Return, please contact the Division of Water & Wastewater at (904) 413-6900 or at the above-referenced address, changing the Attention Line.

EXHIBIT "A"

**FIVELAND INVESTMENTS, INC.
UTILITY SYSTEM CONTRIBUTION AGREEMENT
BY AND BETWEEN
CHARLOTTE COUNTY, FLORIDA
AND
FIVELAND INVESTMENTS, INC.**

FIVELAND INVESTMENTS, INC.
UTILITY SYSTEM CONTRIBUTION AGREEMENT

By and Between Charlotte County, Florida

And

Fiveland Investments, Inc.

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EXHIBITS

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p:\wpdata\errett\fiveland\tblecon
LR98-361

UTILITY SYSTEM CONTRIBUTION AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 1998, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", with its principal place of business at 18500 Murdock Circle, Port Charlotte, Florida 33948, and FIVELAND INVESTMENTS, INC., a Florida corporation, hereinafter referred to as "UTILITY", with its principal place of business at 6320 Tower Lane, Sarasota, Florida 34240.

W I T N E S S E T H:

WHEREAS, Utility owns and operates a potable water plant, wells, real property and other appurtences and other assets comprising its potable water utility system; and

WHEREAS, the County has the power and authority to provide potable water and wastewater infrastructure and service within Charlotte County; and

WHEREAS, the County has held a public hearing on the proposed contribution and acceptance of all or substantially all of the water utility assets owned by Utility in Charlotte County, Florida, and made a determination that such a contribution is in the public interest; and

WHEREAS, the County, in determining if such contribution and acceptance is in the public interest considered, at a minimum, all of the factors referenced in Section 125.3401, Florida Statutes; and

WHEREAS, the County desires to acquire all or substantially all of the assets which are used and available for use by Utility in providing water services in Charlotte County, Florida, and Utility has consented to contribute those assets to the County.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with \$10 and other good and valuable consideration exchanged between the parties, the parties to this Fiveland Investments, Inc. Utility System Contribution Agreement do undertake, promise and agree for themselves, their permitted successors and assigns as follows:

SECTION 1. RECITATIONS OF FACT.

1.1 Description of Utility System. Utility is the owner of the real property, water plant, wells and other appurtenances and other assets specified in Composite Exhibit 1 annexed hereto (the "Utility System").

1.2 Ownership of Utility. Eugene Schwartz ("Schwartz") is the sole stockholder of Utility. Theodore Steffens is the court appointed receiver for the assets of the Utility pursuant to an appointment granted by the Twentieth Judicial Circuit in and for Charlotte, Florida on September 5, 1991, Case No. 91-4506 (the "Receivership").

1.3 Description of Certificated Area. Utility is regulated by the Florida Public Service Commission (the "PSC") which has issued a certificate for the operation of Utility in its certificated area as described on Exhibit 2 annexed hereto.

1.4 Acquisition by County. County desires to acquire all or substantially all of the Utility's assets, tangible and intangible, used and useful in the operation of the Utility System as set forth on Composite Exhibit 1 on the terms and conditions set forth herein. Further, although Utility is contributing its System and assets to the County for nominal consideration, the County has duly considered the acquisition of the System and the assets pursuant to Section 125.3401, Florida Statutes, at a duly noticed public hearing held on December 1, 1998.

1.5 Closing Date. The parties desire to consummate the transactions contemplated herein on a mutually agreed upon date between December _____, 1998, and December 31, 1998. (the "Closing Date" or "Closing"). Time for closing may be extended by Fiveland to no later than March 1, 1999.

1.6 Incorporation. The appendices and Exhibits hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference.

SECTION 2. TRANSFER OF UTILITY SYSTEM.

2.1 Statement of Intent. As is hereinafter specified, the Utility System is being contributed to County and is not being sold to the County. County shall have the right prior to the Closing Date, to conduct such inspections, financial and engineering reports, surveys, reviews or analysis ("reviews") as it may in its

sole discretion determine, but in the event that the results of these reviews are unsatisfactory to County, its sole recourse shall be to cancel and terminate this Agreement, thereupon the County and Utility shall release one another of all obligations hereunder. Utility does not, by the execution and delivery of this Agreement, and Utility shall not, by the execution and delivery of any document or instrument executed and delivered in connection with the Closing, other than is otherwise provided herein, make any warranty, express or implied, of any kind or nature whatsoever, with respect to the Utility System, and all such warranties are hereby disclaimed. The contribution of the Utility System by Utility to County shall be "AS IS". Without limiting the generality of the foregoing, UTILITY MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO THE USE, FITNESS FOR ANY PARTICULAR PURPOSE, ZONING, HABITABILITY, CONDITION, MERCHANTABILITY, VALUE, QUALITY OR SALABILITY OF OR ANY OTHER MATTER AFFECTING THE UTILITY SYSTEM.

2.2 Developer Agreements. Annexed hereto as Exhibit 3 are copies of all agreements as between Utility and third parties relative to the furnishing of utility services ("Developer Agreements") obligating Utility to accept additional connections to the Utility System. These are duplicates of the agreements that were delivered to the County on September 1, 1998, and Utility states that no other developer agreements have been executed since that date. After the execution hereof, no further developer agreements shall be executed prior to Closing except with the express written consent of County. All sums collected for

connection fees and other connection charges which sums are received prior to closing shall be the property of Utility.

2.3 Calibration of Meters. Following the full execution hereof, but prior to the Closing Date, County shall have the right, at County's cost, to calibrate and certify all meters included within the Utility System.

2.4 Access to Records. From the date of this Agreement, Utility shall give to County full access during normal business hours to all books, records, and other documents of Utility and shall furnish County with all information relating to this transaction that County may reasonably request and as may be in the possession of Utility.

2.5 Access to Premises. Utility agrees that County shall have the right to bring its employees in and upon the premises of Utility five (5) working days prior to Closing in order to familiarize them with the operation of the facility and Utility shall cause its employees to cooperate fully with County's employees in this regard.

2.6 Survey. The County shall have the right to conduct a survey of the property conveyed hereunder. If the results of the survey are unacceptable to the County, in the County's sole opinion, the County may cancel this Agreement, thereupon County and Utility shall release one another of all further obligations.

2.7 Environmental Review. The County shall have the right to cause an environmental review of the property conveyed hereunder. If the determination of the review is unacceptable to the County in the County's sole opinion, the County may cancel this

Agreement, thereupon the County and Utility shall release one another of all further obligations.

2.8 Conditions Precedent to Utility's Obligations. The obligations of Utility hereunder are conditioned upon approval of this Agreement by the Court having jurisdiction of the Receivership on or before the Closing Date. Further, the obligations of Utility hereunder are conditioned upon approval of this Agreement by the PSC on or before the Closing Date. If PSC approval has not been received by Closing Date, Utility shall submit to County copies of its petition and any other documents that comprise the Utility's application for PSC approval pursuant to F.S., Section 367.071.

2.9 Instruments. The instruments of conveyance and transfer shall be in the form reasonably satisfactory to Utility's and County's counsel. Appropriate forms of such instruments of transfer and conveyance shall be agreed upon by such counsel within ten (10) days following the full execution hereof.

2.10 Title Verification. Utility shall order a commitment for an ALTA form owner's title insurance policy and shall have ten (10) days from the full execution hereof in which to notify County of any title defects. Utility shall have until Closing or any extension thereof to cure such defects and shall use reasonable diligence in so doing. Failure of Utility to cure the defects shall, at the option of County, in its sole discretion, County may: a) close this transaction without the defects being cured or b) cancel this Agreement, thereupon the County and the Utility shall release one another of all obligations hereunder.

2.11 Transfer of Assets. On the Closing Date, Utility shall execute such deeds of conveyance and bills of sale or other documents as are necessary to transfer, convey, assign and shall deliver to County, free and clear of all liabilities and encumbrances whatsoever (except as otherwise specified herein), all of Utility's rights, remedies, powers, title or interest in the contributed assets comprising the Utility System as specified on Composite Exhibit 1 hereof, and Utility shall deliver the documents and items set forth below:

2.11.1 A Special Warranty Deed conveying the real property on which the water plant is located (the "Plant Site").

2.11.2 A quit-claim deed conveying all easement rights of Utility relative to properties outside of the Plant Site. It is understood that although Utility may not have accurate records of the actual location of its water distribution lines and that some of these lines may not have an easement for their continued placement and maintenance, to the best of Utility's knowledge, the easements identified in Exhibit _____ represent easements owned by Utility and used in the operation of the Utility System and the Contributed Assets.

To Utility's actual knowledge, no present possessory interest in any real or personal property owned, used or controlled by Utility has ever automatically terminated or reverted to the grantor thereof as a result of any failure to continuously use such property for water purposes; nor is Utility aware of any claim, whether actual or threatened, of any such reversion.

2.11.3 All maps, surveys and specifications in the possession of Utility showing the location of the water plant and the locations of the existing water distribution system but without warranty as to completeness or accuracy.

2.11.4 An Affidavit in compliance with Internal Revenue Code, Section 1445, specifying that Utility is not a foreign person.

2.11.5 An Unconditional Bill of Sale, conveying the all machinery; equipment; tools; furniture; fixtures; structures; office equipment; water plant components; and other tangible personal property owned by Utility and located at the Plant Site and a Bill of Sale Without Warranty for all water transmission lines.

2.11.6 An Assignment or transfer of all current or active permits, applications, certificates, approvals or other documents, together with effective dates and any expiration dates which authorize the operation of the Utility's water facilities by all applicable governmental authorities.

2.11.7 An Assignment or transfer of all operating and vendor contracts affecting the Utility.

2.11.8 To the extent of possession thereof by the Utility, all other records, files and correspondence relating to the operation and maintenance of the Utility System.

2.11.9 To the extent of possession thereof by the Utility, all keys to the locks within the Utility System and mechanical, electrical and plumbing layouts, engineering plans and

studies, utility schemes and operating manuals and video line inspections.

2.11.10 Corporate resolutions of Utility authorizing this transaction and closing hereunder.

2.11.11 A complete customer list, including both service addresses and billing addresses, if different.

2.11.12 A report accounting for the customer deposits held by Utility on the Closing Date. Such report shall list the depositor, service address, date deposit received, and amount of deposit. The report shall be accompanied by a cashier's check payable to the "Board of County Commissioners of Charlotte County, Florida" for the total of the customer deposits on hand on the Closing Date.

2.12 Accounts Receivable. Utility shall bill and collect unpaid accounts receivable for service rendered through the last billing date. County agrees to make its best efforts to assist Utility in collecting any unpaid accounts receivables which have not been collected as of the Closing Date. When County completes its first billing cycle, it will prorate accounts receivable to the Closing Date and shall pay Utility its proportionate share. Utility shall pay all accounts payable for goods and services delivered or rendered to the Closing Date. Utility shall be responsible for paying all debts of Utility whether rendered at Closing or not unless same have been assumed hereunder.

2.13 County's Assumption of Certain Obligations and Liabilities. Upon Closing, County shall assume and pay, discharge

and perform the following, subject to the limitations set forth herein:

2.13.1 Any contractual obligation of Utility for the payment of customer deposits but only insofar as related to and arising out of events occurring after the Closing Date and only if the amount thereof has been delivered to County.

2.13.2 All obligations arising out of County's ownership and operation of the Utility System after the Closing Date.

2.13.3 Obligations under the terms of existing customer agreements, but only to the extent that those agreements provide for utility services to be supplied after the Closing Date and only if disclosed prior to Closing.

2.13.4 Obligations under the terms of existing Developer Agreements or other agreements to provide utility services, but only to the extent that terms were disclosed prior to Closing.

SECTION 3. WARRANTIES BY UTILITY. Utility represents and warrants as follows:

3.1 Organization. Utility is a corporation duly organized, existing, and in good standing under the laws of the State of Florida, and has complied with Section 607.1202, Florida Statutes, relating to the authorization of the sale of the assets of the corporation.

3.2 Employment Arrangements. Utility is not a party to any employment agreement, collective bargaining agreement, or pension, profit-sharing or retirement plan or agreement that relates to any

period beyond the Closing Date that in any way creates a liability on Utility.

3.3 Other Agreements. Utility is not a party to any other agreement for purchase and sale of the assets referred to herein and has not obligated itself pay any broker's fee, finder's fee or real estate commission in connection with this transaction.

3.4 Proceedings. To the best of Utility's knowledge and belief, there are no criminal proceedings, civil suits, governmental or administrative proceedings, workers' compensation claims, federal or state actions relating to claims of employment discrimination or pension plan violations, or other litigation pending or, to the knowledge of Utility, threatened against Utility that might materially affect the financial condition, business, or property of Utility or the Utility System.

3.5 Assets. From and after the date of the execution of this Agreement, Utility will not without the prior written consent of the County, dispose of or encumber any of the Assets, with the exception of non-material transactions occurring in the ordinary course of Utility's business and there will be no material depletion of Assets, nor any adverse material change in the condition of the Assets, and the Utility System and all of the Assets will be properly maintained within the custom and usage of the industry up until and through closing.

3.6 Environmental Matters. The parties acknowledge and agree that none of the foregoing warranties and representations nor any other term, covenant or condition of this Agreement or of any document to be delivered at Closing, shall be deemed to be a

warranty or representation by Utility as to any environmental matters relative to the Utility System or the existence or non-existence of any Hazardous Substances with respect to the Utility System, except to the extent that, to Utility's actual knowledge, Utility has not authorized the placing or depositing of hazardous substances on the real estate and easements to be conveyed to the County except, if at all, in accordance with applicable law, and Utility has no actual knowledge of any hazardous substance having been, or currently being, placed or deposited on said real property and easements. For purposes of this agreement, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

3.7 Condition of Utility. There are no facts actually known to Utility materially affecting the physical condition of the Utility System or Assets which are not readily observable and which have not been previously disclosed or provided to the County in connection with this transaction or otherwise.

SECTION 4. WARRANTIES BY COUNTY. County represents and warrants as follows:

4.1 Continuous Service. That the assets being purchased herein will be taken over by County and operated in such a manner as to serve customers without interruption by reason of this contribution and acceptance.

4.2 Continuing Service. County agrees to continue to provide utility services to current customers at the time of Closing and to provide future utility services for future commercial and non-commercial residents of the certificated area to the extent the latter is serviced or to be serviced by the Utility System.

SECTION 5. CLOSING/CLOSING COSTS/CONSIDERATION.

5.1 Date and Place. The Closing of the transactions contemplated by this Agreement shall take place at 2:00 P.M. on the ____ day of _____, 1998 at the offices of the County Attorney.

5.2 Taxes. Real and personal property taxes shall be paid by Utility up to the Closing Date in the manner provided by law.

5.3 Closing Costs. All closing costs shall be paid by Utility.

5.4 Consideration. The Utility System is being transferred and contributed to County for a nominal monetary consideration; however, the parties acknowledge and agree that the fair market value of the Utility System is One Million (\$1,000,000.00).

SECTION 6. DEFAULT AND REMEDIES.

(A) A breach of this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. If any party breaches any obligation herein, then, upon receipt of

written notice by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured.

(B) Unless otherwise provided herein, the parties to this Agreement may proceed at law or in equity to enforce their rights under this Agreement.

SECTION 7. GOVERNING LAW AND VENUE.

This Agreement, and all of the relationships between the parties hereto, shall be construed and interpreted in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in the Circuit Court of the Twentieth Judicial Circuit of the State of Florida in and for Charlotte County.

SECTION 8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure the benefit of the parties' successors and assigns. No party may assign this Agreement or any interest hereunder, in whole or in part, without the prior written consent of the other party.

SECTION 9. NOTICE.

Each notice or document (collectively referred to in this section as "notice") required or permitted to be given hereunder must comply with the requirements of this section. Each such notice shall be in writing and shall be delivered either by personal delivery, delivery by courier service, or by deposit with the United States Postal Service or any official successor thereto,

certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, when it is received. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice on the fifth day after the date rejected. The addresses of the parties to which notice is to be sent shall be those set forth below with copies sent to:

The County:

Director of Utilities
Charlotte County Utilities
20101 Peachland Boulevard
Suite #301
Port Charlotte, Florida 33954

With a copy to:

Charlotte County Attorney
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948

The Utility:

President
Fiveland Investment, Inc.
6320 Tower Lane
Sarasota, FL 34240

With a copy to:

Jeffrey S. Russell, Esq.
Abel, Band, Russell, Collier,
Pitchford & Gordon
Barnett Bank Center
240 South Pineapple Avenue
Sarasota, Florida 34230-6948

Either party may change such address by written notice to the other party designating the new address in accordance with this Section.

SECTION 10. ENTIRE AGREEMENT.

This Agreement and the exhibits hereto contain the entire agreement between the parties hereto. No agent, representative, or officer of the parties hereto has any authority to make, or has made, any statements, agreements, or representations, either oral or in writing, express or implied, modifying, addition to, or changing the terms and conditions hereof, and neither party has relied upon any representations not set forth in this Agreement. No dealings between the parties or custom shall be permitted to contradict, add to, or modify the terms hereof. No waiver or amendment to the provisions hereof shall be effective unless in writing and signed by all parties.

SECTION 11. SURVIVAL.

The provisions hereof shall not survive the Closing and shall be merged into any deed or other instrument of conveyance.

SECTION 12. NO WAIVER.

Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with that provision or any other provision of this Agreement.

SECTION 13. CONSTRUCTION OF AGREEMENT.

Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or

construing the provision shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document. Any handwritten or typed additions to this Agreement which have been initialed by the parties shall control over any inconsistent printed terms.

SECTION 14. CAPTIONS AND GENDER.

The captions used herein are for convenience only and shall not be considered in the construction of the various provisions of this Agreement. As used herein, the singular shall include the plural, and the masculine shall include the feminine and neuter genders, as appropriate.

SECTION 15. ATTORNEY'S FEES.

In the event there is a breach of this Agreement and it becomes necessary for any party to employ the services of any attorney either to enforce this Agreement or pursue other remedies with litigation or adversarial administrative proceedings, the losing party shall pay to the successful party reasonable attorneys' fees and such reasonable costs and expenses as are awarded by a court of competent jurisdiction.

SECTION 16. EFFECTIVE DATE.

This Agreement shall become effective when executed by the Chairman of the Board of County Commissioners and attested to by the Clerk to the Board of County Commissioners.

SECTION 17. NO PERSONAL LIABILITY.

County acknowledges that Theodore Steffens is acting hereunder in his capacity as the court-appointed receiver for the Utility and not individually. Accordingly, County agrees that Theodore Steffens shall have no personal liability hereunder.

SECTION 18. RISK OF LOSS.

At all times prior to and through the day of closing, Utility shall maintain adequate fire and extended insurance coverage for the cost of any repairs to the Assets that may be required by casualty damage. The risk of loss during the said period of time shall fall upon Utility. The risk of loss shall pass to the County at closing.

IN WITNESS HEREOF, the undersigned have executed this Agreement on the respective dates indicated.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

Date: _____

By: _____
Mac V. Horton, Chair


ATTEST:
Barbara T. Scott, Clerk Of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Renee Francis Lee, County Attorney *VWS*

FIVELAND INVESTMENTS, INC.
a Florida Corporation

By: 
Theodore Steffens
As its Receiver

Date: 12/14/08

WITNESS:

Russell M. Hayson

Date: _____

By: _____
Eugene Schwartz
As its Owner

WITNESS:

STATE OF FLORIDA)

)

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, who is personally known to me/produced _____ as identification.

NOTARY PUBLIC

PRINT NAME

Commission No.

My commission expires:

p:\wpdata\errett\fiveband\agreeme4.jsr/LR98-361

#297440.1

COMPOSITE EXHIBIT 1

DESCRIPTION OF UTILITY SYSTEM

#297440.1

EXHIBIT 2

DESCRIPTION OF CERTIFICATED AREA

#297440.1

EXHIBIT 3

DEVELOPERS AGREEMENTS

#297440.1

EXHIBIT "B"

**FIVELAND INVESTMENTS, INC.
STATEMENT REGARDING DISPOSITION OF
CUSTOMER DEPOSITS AND ACCUMULATED INTEREST THEREON**

Steffens & Associates, Inc.
c/o Utility Advisors, Inc.

6320 Tower Lane, Suite E, Sarasota, FL 34240

941-378-8356
 Fax 941-378-3786

December 4, 1998

The Honorable Mac V. Horton, Chairman
 Charlotte County Board of County Commissioners
 Charlotte County
 18500 Murdock Circle
 Port Charlotte, Florida 33948-1094

Re: Transfer of Fiveland Investments, Inc.'s Certificate No. 571-W to
 Charlotte County

Dear Chairman Horton:

Pursuant to Florida Statutes Section 367.071, as implemented by Florida Administrative Code Rule 25-30.037, Fiveland Investments, Inc., as the transferor, is required to provide Charlotte County, as the transferee, with a statement regarding the disposition of customer deposits and the accumulated interest thereon.

Pursuant to Section 2.11.11 of the Fiveland Investments, Inc. Utility System Contribution Agreement by and between Charlotte County, Florida and Fiveland Investments, Inc., as approved in open session by the Board of County Commissioners on Tuesday, December 1, 1998, Fiveland Investments, Inc., on the Closing Date, shall deliver to Charlotte County, a report accounting for the customer deposits held by Fiveland Investments, Inc. on the Closing Date and shall list the depositor, service address, date deposit received, and the amount of the deposit. The report shall be accompanied by a cashier's check payable to "the Board of County Commissioners of Charlotte County, Florida" for the total of the customer deposits on hand on the Closing Date.

This will further confirm that Fiveland Investments, Inc., has previously advised Charlotte County, through its representatives, that Fiveland Investments, Inc. does not currently have any customer deposits and therefore has no accumulated interest thereon.

Thank you for your anticipated cooperation.

Very truly yours,

Fiveland Investments, Inc.

By: 

Theodore C. Steffens,
 As its Court Appointed Receiver

408911
 v.1

EXHIBIT "C"

**FIVELAND INVESTMENTS, INC.
STATEMENT REGARDING DISPOSITION OF
OUTSTANDING REGULATORY FEES,
FINES OR REFUNDS OWED**

Steffens & Associates, Inc.
c/o Utility Advisors, Inc.

6320 Tower Lane, Suite E, Sarasota, FL 34240

941-378-8356
Fax 941-378-3786

December 4, 1998

The Honorable Mac V. Horton, Chairman
 Charlotte County Board of County Commissioners
 Charlotte County
 18500 Murdock Circle
 Port Charlotte, Florida 33948-1094

**Re: Transfer of Fiveland Investments, Inc.'s Certificate No. 571-W to
 Charlotte County**

Dear Chairman Horton:

Pursuant to Florida Statutes Section 367.071, as implemented by Florida Administrative Code Rule 25-30.037, Fiveland Investments, Inc., as the transferor, is required to provide Charlotte County, as the transferee, with a statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

This will further confirm that Fiveland Investments, Inc., has previously advised Charlotte County, through its representatives, that Fiveland Investments, Inc. owes outstanding regulatory assessment fees which will be paid in full on or about February 28, 1999. Fiveland does not owe any fines or refunds.

Thank you for your anticipated cooperation.

Very truly yours,

Fiveland Investments, Inc.

By: 

Theodore C. Steffens
 As its Court Appointed Receiver

408927
 v.1

EXHIBIT "D"

**FIVELAND INVESTMENTS, INC.
STATEMENT THAT CHARLOTTE COUNTY, FLORIDA OBTAINED
FROM FIVELAND INVESTMENTS, INC., THE MOST RECENT AVAILABLE
INCOME AND EXPENSE STATEMENT, BALANCE SHEET AND STATEMENT
OF RATE BASE FOR REGULATORY PURPOSES AND
CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION**

Steffens & Associates, Inc.
c/o Utility Advisors, Inc.

6320 Tower Lane, Suite E, Sarasota, FL 34240

941-378-8356
 Fax 941-378-3786

December 4, 1998

The Honorable Mac V. Horton, Chairman
 Charlotte County Board of County Commissioners
 Charlotte County
 18500 Murdock Circle
 Port Charlotte, Florida 33948-1094

Re: Transfer of Fiveland Investments, Inc.'s Certificate No. 571-W to
 Charlotte County

Dear Chairman Horton:

Pursuant to Florida Statutes Section 367.071, as implemented by Florida Administrative Code Rule 25-30.037, Fiveland Investments, Inc., as the transferor, is required to provide Charlotte County, as the transferee, with its most recent available income and expense statement, balance sheet, statement of rate base for regulatory purposes, and contributions-in-aid-of-construction.

This will further confirm that Fiveland Investments, Inc., has previously provided Charlotte County, through its representatives, that Fiveland Investments, Inc. with Fiveland Investments, Inc. most recently available income and expense statement, balance sheet, statement of rate base for regulatory purposes, and contributions-in-aid-of-construction.

Thank you for your anticipated cooperation.

Very truly yours,

Fiveland Investments, Inc.

By:


 Theodore C. Steffens
 As its Court Appointed Receiver

408929
 v.1

EXHIBIT "E"

**FIVELAND INVESTMENTS, INC.
DESCRIPTION OF SERVICE TERRITORY**

EXHIBIT "E"

FIVELAND INVESTMENTS, INC.
DESCRIPTION OF WATER SERVICE TERRITORY

Township 41 South, Range 20 East, Charlotte County, Florida.

Section 21

All that portion of the Southwest 1/4 of said Section 21 lying South of Buck Creek and East of Lemon Bay AND that portion of the Southwest 1/4 of the Southeast 1/4 lying South of Buck Creek and West of State Road 775 as it is now constructed.

Section 27

The West 2400 feet more or less of said Section 27.

Section 28

All that portion of said Section 28 lying East of Lemon Bay.

Section 33

All that portion of said Section 33 lying East of Lemon Bay.

Section 34

The West 2400 feet more or less of said Section 34.

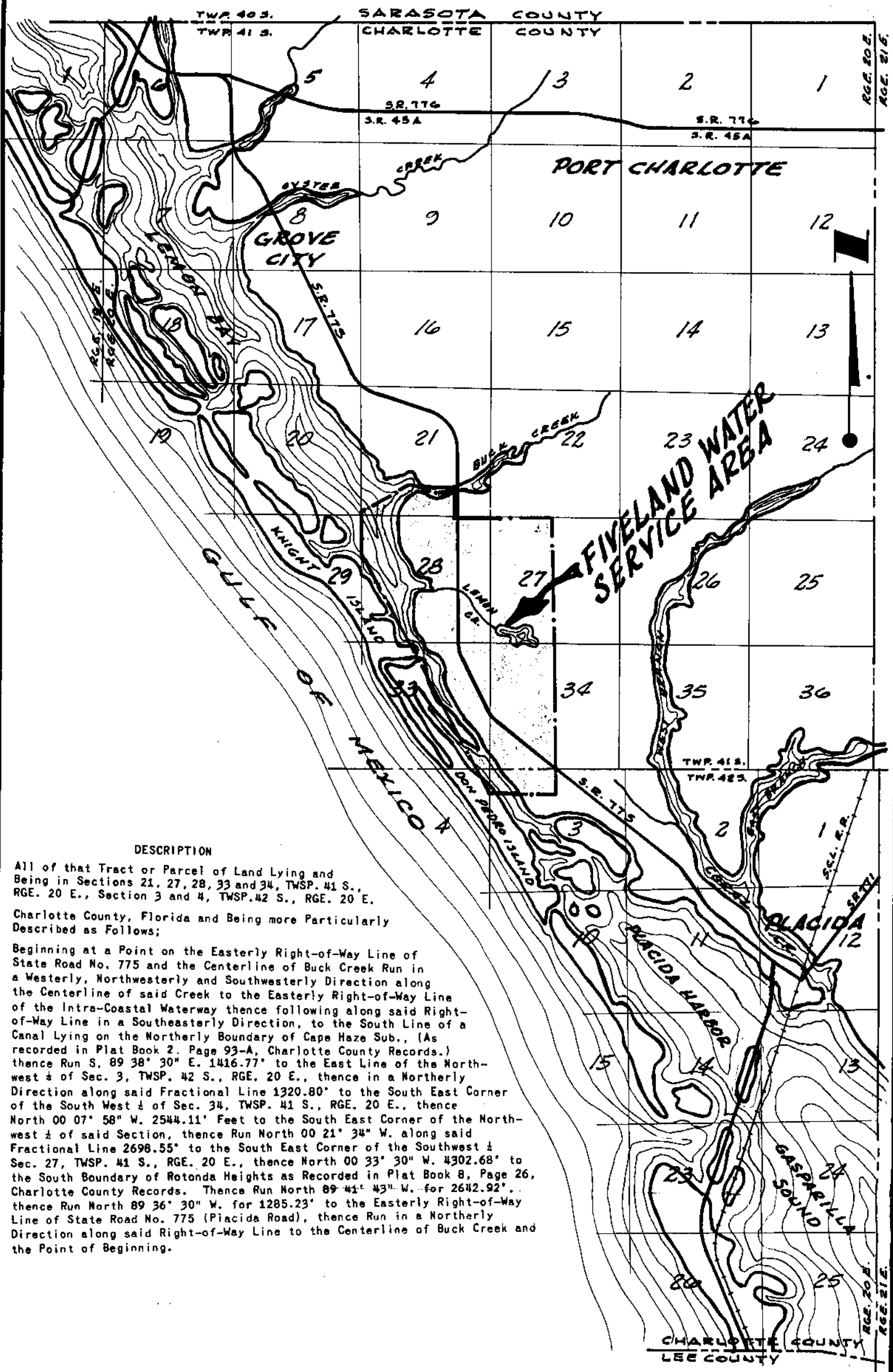
Township 42 South, Range 20 East, Charlotte County, Florida

Section 3

All that portion of the Northwest 1/4 of said Section 3 lying East of Lemon Bay and North and West of an existing canal.

EXHIBIT "F"

**FIVELAND INVESTMENTS, INC.
COPY OF MAP**



DESCRIPTION

All of that Tract or Parcel of Land Lying and Being in Sections 21, 27, 28, 33 and 34, TWP. 41 S., RGE. 20 E., Section 3 and 4, TWSP. 42 S., RGE. 20 E.

Charlotte County, Florida and Being more Particularly Described as Follows;

Beginning at a Point on the Easterly Right-of-Way Line of State Road No. 775 and the Centerline of Buck Creek Run in a Westerly, Northwesterly and Southwesterly Direction along the Centerline of said Creek to the Easterly Right-of-Way Line of the Intra-Coastal Waterway thence following along said Right-of-Way Line in a Southeasterly Direction, to the South Line of a Canal Lying on the Northerly Boundary of Cape Haze Sub., (As recorded in Plat Book 2, Page 93-A, Charlotte County Records.) thence Run S. 89° 38' 30" E. 1416.77' to the East Line of the Northwest 1/4 of Sec. 3, TWP. 42 S., RGE. 20 E., thence in a Northerly Direction along said Fractional Line 1320.80' to the South East Corner of the South West 1/4 of Sec. 34, TWP. 41 S., RGE. 20 E., thence North 00° 07' 58" W. 2544.11' Feet to the South East Corner of the Northwest 1/4 of said Section, thence Run North 00° 21' 34" W. along said Fractional Line 2696.55' to the South East Corner of the Southwest 1/4 Sec. 27, TWP. 41 S., RGE. 20 E., thence North 00° 33' 30" W. 4302.68' to the South Boundary of Rotonda Heights as Recorded in Plat Book 8, Page 26, Charlotte County Records. Thence Run North 89° 41' 43" W. for 2642.92', thence Run North 89° 36' 30" W. for 1285.23' to the Easterly Right-of-Way Line of State Road No. 775 (Piacida Road), thence Run in a Northerly Direction along said Right-of-Way Line to the Centerline of Buck Creek and the Point of Beginning.

**FOR: FIVE LAND INVESTMENTS
FIVELAND WATER SERVICE AREA**

SMALLY, WELLFORD & NALVEN, INC.
CONSULTING ENGINEERS AND SURVEYORS
SARASOTA - FLORIDA

GASPARILLA PINES UTILITY DIVISION

DATE

4-20-81

DRAWING NO.

B-1

RE

INDEX NO. B-1981-4012

EXHIBIT "G"

**FIVELAND INVESTMENTS, INC.
ORIGINAL AND TWO COPIES OF TARIFF SHEETS**

WATER TARIFF

FIVELAND INVESTMENTS, INC.
NAME OF COMPANY

FILED WITH

Florida Public Service Commission

WATER TARIFF

FIVELAND INVESTMENTS, INC.
NAME OF COMPANY

5550 26th Street W., Suite 6

Bradenton, Florida 34207
(ADDRESS OF COMPANY)

(813) 759-5541 - (813) 697-3116
(Business & Emergency Telephone Numbers)

FILED WITH

Florida Public Service Commission

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

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Service Availability Policy.....	29.0
Standard Forms.....	24.0
Technical Terms and Abbreviations.....	5.0
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Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY RIVELAND INVESTMENTS, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - APPLIED FOR

COUNTY - Charlotte

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
Applied For			Grandfather Certificate

(Continued to Sheet No. 3.1)

Theodore C. Steffens
ISSUING OFFICER
Receiver

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

FIVELAND INVESTMENTS, INC.
DESCRIPTION OF WATER SERVICE TERRITORY

Township 41 South, Range 20 East, Charlotte County, Florida.

Section 21

All that portion of the Southwest 1/4 of said Section 21 lying South of Buck Creek and East of Lemon Bay AND that portion of the Southwest 1/4 of the Southeast 1/4 lying South of Buck Creek and West of State Road 775 as it is now constructed.

Section 27

The West 2400 feet more or less of said Section 27.

Section 28

All that portion of said Section 28 lying East of Lemon Bay.

Section 33

All that portion of said Section 33 lying East of Lemon Bay.

Section 34

The West 2400 feet more or less of said Section 34.

Township 42 South, Range 20 East, Charlotte County, Florida

Section 3

All that portion of the Northwest 1/4 of said Section 3 lying East of Lemon Bay and North and West of an existing canal.

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedules(s)</u> <u>Available</u>	<u>Sheet No.</u>
Charlotte	Sandalhaven Estates	GS, RS, MS	16.0-18.0
Charlotte	Wildflower	GS, RS, MS	16.0-18.0
Charlotte	Fiddler's Green	GS, RS, MS	16.0-18.0
Charlotte	Harbortown Village	GS, RS, MS	16.0-18.0
Charlotte	Sanctuary	GS, RS, MS	16.0-18.0
Charlotte	Eagle Preserve	GS, RS, MS	16.0-18.0
Charlotte	Golden Tee	GS, RS, MS	16.0-18.0
Charlotte	Shanrock Shores	GS, RS, MS	16.0-18.0

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviations for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption of the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or 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" - FIVELAND INVESTMENTS, INC.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "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.
- 8.0 "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 consumer under lease of other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "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.
- 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.
- 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.

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

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(Continued to Sheet No. 6.1)

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet Number:	Rule Number:
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Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

RULES AND REGULATIONS

1.0 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.

2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. 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.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

3.0 SIGNED APPLICATION REQUIRED - Water service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement is binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name and street address or lot and block number at which water service is to be rendered.

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and other shall be rendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

(Continued to Sheet No. 8.0)

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business of water service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.

- 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 supplies by the company.

Water service furnished to the customer shall be rendered directly to the customer through the Company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service.

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, remetering, 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. 9.0)

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

8.0 CONTINUITY OF SERVICE - 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. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

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.

9.0 TYPE AND MAINTENANCE - 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. 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.

(Continued to Sheet No. 10.0)

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

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.

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

- 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 BILLING PERIODS - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agree upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days' a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of water service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for water service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

(Continued to Sheet No. 11.0)

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

(Continued from Sheet No. 10.0)

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - 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. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.
- 18.0 TAX CLAUSE - 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.
- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied water service by the Company; the customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its customer's, to discontinue or transfer water service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

(Continued to Sheet No. 12.0)

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

(Continued from Sheet No. 11.0)

- 20.0 UNAUTHORIZED CONNECTIONS-WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 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. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation for the meter and other similar devices.
- 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 spaces 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 overcharged or 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 credited or 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 25-30-262, 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.

(Continued to Sheet No. 13.0)

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

(Continued from Sheet No. 12.0)

- 25.0 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, 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 prior to its effective date.

(Continued to Sheet No. 14.0)

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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Fire Protection Service.....	19.0
General Service, GS.....	16.0
Meter Test Deposit.....	21.0
Miscellaneous Service Charges.....	22.0
Multi-Residential Service, MS.....	18.0
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Service Availability Fees and Charges.....	23.0

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - BASE FACILITY CHARGE:
- | <u>Meter Size</u> | |
|-------------------|-----------|
| 5/8" x 3/4" | \$ 16.42 |
| 1" | \$ 41.05 |
| 1 1/2" | \$ 82.10 |
| 2" | \$ 131.36 |
| 3" | \$ 246.30 |
| 4" | \$ 410.50 |
| 6" | \$ 821.00 |
- GALLONAGE CHARGE PER 1,000 G \$ 5.69
- MINIMUM CHARGE - Applicable Base Facility Charge per month.
- 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 - For Services Rendered on or after February 25, 1995
- TYPE OF FILING - Original Application

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

CHRISTIAN CITY

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - BASE FACILITY CHARGE:
- | <u>Meter Size</u> | |
|------------------------------|-------------|
| 3" | \$ 1,658.42 |
| GALLONAGE CHARGE PER 1,000 G | \$ 5.69 |
- MINIMUM CHARGE - Applicable Base Facility Charge per month.
- 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 - For Services Rendered on or after February 25, 1995
- TYPE OF FILING - Original Application

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

- AVAILABILITY - Available throughout the area served by the company.
- APPLICABILITY - To fire hydrants furnishing fire protection installed on public or private property connected to the water mains of the company.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - Public Fire Protection - \$ N/A per hydrant
Private Fire Protection - \$ N/A
- MINIMUM CHARGE - N/A
- TERMS OF PAYMENT - N/A
- EFFECTIVE DATE - For Services Rendered on or after February 25, 1995
- TYPE OF FILING - Original Application

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, 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, in accordance with Rule 25-30.311, Florida Administrative Code, if:

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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"	\$ 24.00	\$ 24.00
1"	\$ 60.00	\$ 60.00
1 1/2"	\$ 120.00	\$ 120.00
2"	\$ 192.00	\$ 192.00
3"	\$ 384.00	\$ 384.00
4"	\$ 600.00	\$ 600.00
6"	\$ 1,200.00	\$ 1,200.00

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continue to Sheet No. 20.1)

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest will be in compliance with the rule. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of January 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 not, in the proceeding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, 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 at the rate which will be in compliance with the rule upon the retainment of such deposit.

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

EFFECTIVE DATE - For Services Rendered on or after February 25, 1995

TYPE OF FILING - Original Application

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

METER BENCH TEST REQUEST - If any customer requests a bench test of his or her water meter, the Company will require a deposit to defray the cost of testing; such deposit shall not exceed the following schedule of fees and shall be in accordance with Rule 25-30.266, 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" Meter	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code, the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25-30.265, Florida Administrative Code.

EFFECTIVE DATE - For Services Rendered on or after February 25, 1995

TYPE OF FILING - Original Application

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, 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 25-30.320(2), 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

Initial Connection Fee	\$	15.00
Normal Reconnection Fee	\$	15.00
Violation Reconnection Fee	\$	15.00
Premises Visit Fee	\$	10.00
(in lieu of disconnection)		
Insufficient Check Charge	\$	5.00

EFFECTIVE DATE - For Services Rendered on or after February 25, 1995

TYPE OF FILING - Original Application

Theodore C. Steffens
 ISSUING OFFICER
Receiver
 TITLE

NAME OF COMPANY RIVELAND INVESTMENTS, 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".....	\$ N/A	
1".....	\$ N/A	
1 1/2".....	\$ N/A	
2".....	\$ N/A	
Over 2".....	Actual Cost (1)	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service.....	\$ N/A	
1" metered service.....	\$ N/A	
1 1/2" metered service.....	\$ N/A	
2" metered service.....	\$ N/A	
Over 2" metered service.....	Actual Cost (1)	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (250 GPD).....	\$ N/A	33 / 10.0 & 11.0
All others-per gallon/month.....	\$ N/A	33 / 10.0 & 11.0
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (250 GPD).....	\$ N/A	33 / 10.0 & 11.0
All others-per gallon/month.....	\$ N/A	33 / 10.0 & 11.0
<u>Inspection Fee</u>	Actual Cost (1)	33 / 9.0
<u>Main Extension Charge</u>		
Residential-per ERC (250 GPD).....	\$ N/A	33 / 7.0
All others-per gallon.....	\$ N/A	33 / 7.0
or		
Residential-per lot(100 foot frontage).....	\$ N/A	33 / 7.0
All others-per front foot.....	\$ N/A	33 / 7.0
<u>Meter Installation Fee</u>		
5/8" x 3/4".....	\$ 200.00	
1".....	\$ 235.00	
1 1/2".....	\$ 300.00	
2".....	\$ 375.00	
Over 2".....	Actual Cost (1)	
<u>Plan Review Charge</u>	Actual Cost (1)	33 / 9.0
<u>Plant Capacity Charge</u>		
Residential-per ERC (250 GPD).....	\$ 1,100.00	
All others-per gallon.....	\$ N/A	
<u>System Capacity Charge</u>		
Residential-per ERC (250 GPD).....	\$ N/A	
All others-per gallon.....	\$ N/A	

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

<u>EFFECTIVE DATE</u> -	For Services Rendered on or after February 25, 1995	<u>Theodore C. Steffens</u> ISSUING OFFICER
<u>TYPE OF FILING</u> -	Original Application	<u>Receiver</u> TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

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Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

FIVELAND INVESTMENTS, INC.

5550 26th Street West, Suite 8
Bradenton, FL 34207
(813) 755-8985
1-800-531-1409

OWNER
TENANT

ACCOUNT NO. _____

NAME _____ EFFECTIVE DATE _____
PRINT OR TYPE LAST NAME FIRST

SERVICE ADDRESS _____ LOT/BLOCK _____

PHONE _____

BILLING ADDRESS _____

PHONE # _____

DEPOSIT \$ _____ SERIAL NO. _____ METER SIZE _____

WATER CONNECTION FEE \$ _____ METER INSTALLATION FEE \$ _____

APPLICATION FOR WATER SERVICE AND METER INSTALLATION

I hereby request Utility to supply water service at the above premises until receipt of written notice from me requesting discontinuance of such water service.

I agree to pay for water service promptly each billing period at the rate or rates therefor established from time to time by Utility and abide by present and future rules and regulations for water service established by Utility, copies of which are available at the office of Utility.

ACCEPTED: FIVELAND INVESTMENTS, INC.

SIGNED: _____
CUSTOMER'S SIGNATURE

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

FIVELAND INVESTMENTS, INC.

5550 26th Street West, Suite 8
Bradenton, FL 34207
(813) 755-6965
1-800-531-1409

OWNER

TENANT

ACCOUNT NO. _____

NAME _____ EFFECTIVE DATE _____
PRINT OR TYPE LAST NAME FIRST

SERVICE ADDRESS _____ LOT/BLOCK _____

PHONE _____

BILLING ADDRESS _____

PHONE # _____

DEPOSIT \$ _____ SERIAL NO. _____ METER SIZE _____

WATER CONNECTION FEE \$ _____ METER INSTALLATION FEE \$ _____

APPLICATION FOR WATER SERVICE AND METER INSTALLATION

I hereby request Utility to supply water service at the above premises until receipt of written notice from me requesting discontinuance of such water service.
I agree to pay for water service promptly each billing period at the rate or rates therefor established from time to time by Utility and abide by present and future rules and regulations for water service established by Utility, copies of which are available at the office of Utility.

ACCEPTED: FIVELAND INVESTMENTS, INC.

SIGNED: _____
CUSTOMER'S SIGNATURE

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

FIVELAND INVESTMENTS, INC.

5550 26th Street West, Suite 6
Bradenton, FL 34207
(813) 755-8965
1-800-531-1409

OWNER
TENANT

ACCOUNT NO. _____

NAME _____ EFFECTIVE DATE _____
PRINT OR TYPE LAST NAME FIRST

SERVICE ADDRESS _____ LOT/BLOCK _____

PHONE _____

BILLING ADDRESS _____

PHONE # _____

DEPOSIT \$ _____ SERIAL NO. _____ METER SIZE _____

WATER CONNECTION FEE \$ _____ METER INSTALLATION FEE \$ _____

APPLICATION FOR WATER SERVICE AND METER INSTALLATION

I hereby request Utility to supply water service at the above premises until receipt of written notice from me requesting discontinuance of such water service.
I agree to pay for water service promptly each billing period at the rate or rates therefor established from time to time by Utility and abide by present and future rules and regulations for water service established by Utility, copies of which are available at the office of Utility.

ACCEPTED: FIVELAND INVESTMENTS, INC.

SIGNED: _____
CUSTOMER'S SIGNATURE

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

FIVELAND INVESTMENT, INC.
5550 26TH STREET WEST #6
BRADENTON, FLORIDA 34207
(813) 755-6365 1-800-531-1409

SERVICE FROM	TO	NO. OF DAYS	PREVIOUS READ	PRESENT READ	USAGE
-----------------	----	-------------------	------------------	-----------------	-------

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH PAYMENT.

TOTAL AMOUNT DUE →

Theodore C. Steffens
ISSUING OFFICER
Receiver
TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Apartments.....	155 gpd (1)
Bars and Cocktail Lounges.....	5 gpd/seat
Boarding Schools (Students and Staff).....	75 gpcd (2)
Bowling Alleys (toilet wastes only, per lane).....	100 gpd
Country Clubs, per member.....	25 gpcd
Day Schools (Students and Staff).....	10 gpcd
Drive-in Theaters (per car space).....	5 gpd
Factories, with showers.....	30 gpcd
Factories, no showers.....	10 gpd/100 sq.ft.
Hospitals, with laundry.....	250 gpd/bed
Hospitals, no laundry.....	200 gpd/bed
Hotels and Motels.....	150 gpd/rm or unit
Laundromat.....	225 gpd/washer
Mobile Home Parks.....	185 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat).....	3 gpd
Nursing Homes.....	100 gpd/bed
Office Buildings.....	10 gpd/100 sq. ft.
Restaurants (per seat).....	50 gpd/seat
Single Family Residential:	
Water: 5/8" x 3/4" Meter.....	225 gpd
1" Meter.....	315 gpd
1 1/2" Meter.....	410 gpd
Townhouse Residence.....	155 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat).....	3 gpd
Stores, without kitchen wastes.....	5 gpd/100 sq. ft.
Speculative Buildings.....	30 gpd plus 10 gpd/100 sq. ft.
Warehouses.....	30 gpd plus 10 gpd/1000 sq.ft.

- (1) gpd - gallons per day
 (2) gpcd - gallons per capita per day

Theodore C. Steffens
 ISSUING OFFICER
Receiver
 TITLE

NAME OF COMPANY FIVELAND INVESTMENTS, INC.

WATER TARIFF

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Theodore C. Steffens
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TITLE

(Continued from Sheet 30.0)

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Theodore C. Steffens
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NAME OF COMPANY FIVELAND INVESTMENTS, INC.
WATER TARIFF

1.0 PURPOSE AND SCOPE

This Service Availability Policy is to insure a uniform, consistent and nondiscriminatory apportionment of the costs of construction/expansion between persons who wish to obtain service from the Utility's water systems whether in existence or to be constructed. Expansions of the distribution system or treatment plant owned or operated by Utility, which are made to extend service to additional customers and which require payment of one or more of the following charges, plant capacity charges, advance, tap fee, extension fee, contributions-in-aid-of-construction and other related charges are subject to the Service Availability Policy.

2.0 APPLICATION AND DEPOSIT

Application for all types of water extension and/or treatment plant expansion shall be made in writing on forms provided by the Utility. The Developer/Applicant will furnish the Utility a deposit sufficient to cover expenses, as determined by the Utility, of the cost of the initial investigation. The application forms shall require at a minimum the following information:

- A. A legal description of the property including reference to section, range, and township boundaries.
- B. A boundary survey of the property.
- C. The present zoning classification of the property: a preliminary plat map and development plan including stages where appropriate.
- D. The intended land use of the development, including densities, types, commercial, etc.
- E. Statement of the nature of title or interest held by the Applicant in the described property.
- F. Name and mailing address of the corporation, firm, or individuals making the application for service.
- G. The estimated date service will be needed.
- H. Financial statement from corporation.
- I. The number of potential living units for residential developers and an estimate of flow requirements for General Service customers. Flow requirements should include any estimate for fire flow and details of how estimated flows were determined.

3.0 NON-QUALIFIED APPLICATION

The Utility will not be obligated to respond to applications as follows:

- A. General verbal types of inquiries.
- B. Applications initiated by corporations, firms, or persons not having a title interest in the property involved in the application.

4.0 UTILITY RESPONSE

The Utility will respond to Developer/Applicant within thirty (30) days as to whether it will be able to serve the area covered in the application.

- A. If the response of the Utility is negative, the Utility shall provide the applicant with the reasons therefore, along with the estimate of the time when service might become available to the property that is the subject of the application along with the remainder of the unused application deposit.

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- B. When Utility response is positive, the Utility will within sixty (60) additional days from time of required response, furnish Developer/Applicant at cost of the Developer/Applicant the information from the following list in the form of a proposed Developer's Agreement or Service Contract:
1. Preliminary sketch of facilities to be installed.
 2. General specifications such as the size and type of materials to be used.
 3. Estimate of the revenue to be immediately realized from the construction.
 4. Estimate of the cost to be born by Developer/Applicant:
 - a) Water plant capacity fee, as shown in the tariff sheets.
 - b) Water plant expansion fee where applicable, as shown in the tariff sheets.
 - c) Refundable advances and extension fees where applicable, Paragraphs 7.0 and 8.0 of this Policy.
 - d) Contributions-in-aid-of-construction for oversized existing facilities, Paragraph 18.0 of this Policy.
 - e) Tap fees where they are to be paid by Developer/Applicant as shown in the tariff sheets.
 - f) Inspection and review fees, Paragraph 9.0 of this Policy.
 - g) Guarantee revenue and special fees, as shown in Paragraphs 10.0 and 11.0 of this Policy.
 - h) The amount, if applicable, for service outside of franchised area, Paragraph 22.0 of this Policy.
 - i) Cost of facilities including engineering and legal.
- The written response of the Utility will clearly indicate the following statement:
"Utility shall be obligated to furnish water service to an Applicant only as a result of and under the terms of a properly executed Developer's Agreement or contract."

5.0 DEVELOPER/APPLICANT RESPONSE

The applicant will have thirty (30) days to either accept or reject the proposal furnished by the Utility in accordance with Paragraph 4.0 of this policy. Should the applicant accept the proposal and estimates of the Utility, the standard contract, hereinafter termed "Developer's Agreement", shall be drawn by the Utility and executed by both parties and shall contain the obligations and requirements of each party to the agreement. Where the Developer/Applicant does not plan to proceed, the Utility will refund any unused deposits.

6.0 PLANT EXPANSION FEE

Where sufficient existing capacity is not available, the Developer through a refundable advance may provide a plant expansion fee. This fee will be sufficient to allow for an economical expansion of the facilities. Utility will refund monies to the Developer towards reimbursement of the plant expansion fee paid by Developer from plant capacity fees received by the Utility from other users as collected during a period of time not to exceed eight (8) years and not to exceed in amount the total of the plant expansion fee paid by Developer. The capacity fees so refunded must be applicable to the plant expansion covered by this agreement.

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7.0 MAIN EXTENSION

Developer will be required to pay all costs of main extensions and upgrading of Utility's distribution system which may be deemed necessary by Utility to furnish service in compliance with all regulatory authorities to Developer's property. Any possible refund of these costs will be per Developer's Agreement. Any advances for construction required of Developer, for the purpose of capacity available to future third party developers, shall provide for refunds to the original Developer as provided for in Developer's Agreement.

8.0 REFUNDABLE ADVANCES FOR EXTENSIONS

The Utility may require that the Developer advance the cost of the facilities to be installed pursuant to the Developer's Agreement. The sums advanced will be either in the form of money or facilities. The Utility will collect advances and/or contributions-in-aid-of-construction from customers or other developments connecting to the facilities installed pursuant to the Developer's Agreement. These sums so collected will be refunded to the Developer provided that no refund will be due for fees collected after an eight (8) year period from date of Agreement and further that the maximum to be refunded will not exceed the advance made by the Developer.

9.0 INSPECTION FEES

Engineering plans and construction of facilities by a Developer which are to become a part of the Utility's system will be subject to review, approval and inspection by the Utility. For this service, Utility shall charge an inspection and plan review fee based upon the actual cost of the Utility for review of plans and/or inspection of facilities constructed by Developer. Such fees shall be paid by Developer in addition to all other charges above stated, as a condition prior to service.

10.0 GUARANTEED REVENUES

Not less than ten days before the day upon which a Developer's on-site water system is accepted by the Utility or 12 months from date of Developer's Agreement and each month thereafter until all plant capacity reserved for the Developer is serving a Customer, Developer or owner of lots shall pay to the Utility the sum of money which is equal to 100% of the minimum rate of water service for each equivalent residential connection to be served which is not active, and for which no connection fee has been prepaid to the Utility. As customers, as defined by Rules and Regulations of the tariff, are added to the system, the said monthly minimum charges to be paid by the Developer will be reduced by each Customer so added. Should the Developer refuse or fail to pay the money required by this paragraph, the agreement for reservation by the Utility for the Developer shall be void and no capacity shall be reserved for such Developer.

11.0 SPECIAL CONTRACTS

If the prospective revenue from a proposed system expansion/extension appears to be inadequate to defray the costs of operation relative thereto, the Utility and the party or parties requesting the extension/expansion may enter into special contract, for revenue guarantees or other such arrangements as will make the expansion self supporting.

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12.0 ON-SITE FACILITIES

On-site water facilities shall be provided through Utility investment or by the Developer through refundable advance or contribution-in-aid-of-construction in accordance with this Policy and the master plan of the Utility to the extent the Utility requests the same, these facilities shall be conveyed to the Utility by a bill of sale free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, right-of-ways, as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities (including material, labor, and engineering, administrative and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.

13.0 ENLARGEMENT OF FACILITIES

In the event that the Utility decides to install facilities for its future benefit which are larger than normally required in the requested extensions, appropriate adjustment shall be made based on the relative costs with the costs attributable to excess capacity covered by Utility investment or refundable advance agreement as defined in the contract between Utility and Developer.

14.0 DEVELOPER WARRANTY

Upon conveyance of title to the aforesaid system by Developer to Utility and upon acceptance thereof by Utility, Utility may require a one year maintenance bond from Developer (either cash or a surety company acceptable to Utility) in an amount equal to 30% of the actual cost of construction of said system.

15.0 OFF-SITE FACILITIES

Off-site water facilities shall be provided through Utility investment or by the Developer through refundable advance or contributions-in-aid-of-construction in accordance with this Policy and the master plan of the Utility. These facilities to the extent requested by the Utility, shall be conveyed to the Utility by a bill of sale free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, rights-of-way, as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities (including material, labor, engineering, administrative, and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.

16.0 ALTERATION OF EXISTING OFF-SITE FACILITIES

The costs of any necessary expansions and/or alteration of the existing systems in order to supply the demands of the Developer, as determined by the Utility, will be born by the Developer or through Utility investment.

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17.0 LENGTH OF EXTENSION

In arriving at the length of a water main extension necessary to render service to any point, the distance from such point to the nearest existing water main shall be considered along lines of proper construction in accordance with Utility approved engineering standards.

18.0 CALCULATION OF FEES FOR EXISTING FACILITIES

Where a Developer is connecting to facilities which have been oversized either through previous refundable agreements or through the Utility's investment, the Developer will pay a fee to cover previous excess facilities provided, based on the Developer's hydraulic share of the facilities.

19.0 UTILITY OWNERSHIP

Any facilities subject to these rules shall be owned and maintained by the Utility.

20.0 PUBLIC WAYS AND PRIVATE EASEMENTS

Extension will be made in the county dedicated and accepted public way and/or private recorded easements, provided that final grades have been established. All easements shall provide right of use by the Utility to additionally serve property other than that of the Developer. If extensions are made when grades have not been established and there is reasonable probability that the existing grade will be changed, the Utility may require the Developer(s) seeking the main extension to deposit, at the time of execution of the Developer's Agreement, the estimated net cost of relocating, raising, or lowering the facilities upon establishment of final grades. Any excess of the deposit over actual costs of relocating the facilities shall be refunded to the Developer without interest.

21.0 TIME ALLOTMENT FOR ENGINEERING AND CONSTRUCTION

Upon receipt of the executed Developer's Agreement the Utility and the Developer shall proceed with the final engineering plans and specifications that each will be responsible for and shall submit such plans and specifications after receiving approval of the Utility to the appropriate regulatory agencies for final approval.

The Utility will be allowed a reasonable period of time from the date of the receipt of the Developer's Agreement to complete the final engineering plans and construct the plant facilities where necessary to serve the Developer. The Developer will provide, without cost to the Utility, all information required by the Utility to design and/or otherwise prepare the noted engineering.

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22.0 SERVICE OUTSIDE TERRITORY

Providing service outside of the Utility's territory requires formal proceedings before the Florida Public Service Commission. Therefore, it entails engineering, administrative, and legal expenses in addition to costs incurred by the Utility to provide service within its territory. The Utility, therefore, will not be obligated to provide service outside the territory unless the Developer agrees in advance to defray those initial expenses and to pay the estimated costs thereof and the services approved by the Florida Public Service Commission. The advancement will be adjusted to conform with actual expenses after proceedings have been completed. The Utility will further make such extensions outside the territory only if the extensions and treatment plant reservation or expansion to serve such extensions are economically feasible.

23.0 ORDINANCE

Where an extension must comply with an ordinance, regulation or specification of a public authority, the cost or estimated cost of said extension shall be based upon costs required to comply therewith.

24.0 ADJUSTMENT PROVISIONS

The charges set forth in this Policy and contracts drawn pursuant thereto are subject to prospective adjustment by appropriate action of the governmental agency having jurisdiction of this Policy, whether upon the initiative of the governmental agency or by request of the Utility.

25.0 DEFINITIONS

Terms not specifically defined herein or elsewhere in this Policy are considered to have their commonly understood meaning. Otherwise, for the purpose of this Policy the following shall apply:

- A. ACTIVE CONNECTION - a connection to the Utility's system at the point of delivery of service, whether or not service is currently being provided for which an application has been made to the Utility and/or a service deposit posted by a Customer.
- B. CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION (CIAC) - shall include any amount or item of money, services, or property received by a utility from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents a donation or contribution to the capital of the utility and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment used to provide utility services to the public.
- C. HYDRAULIC SHARE - the pro-rata share of the capabilities of the Utility's facilities to be made available for service to the Developer. The pro-rata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost thereof to be borne by the Developer.
- D. UNUSED CONNECTION - a water service that terminates at the point of delivery of service and is available for connection by the Customer, but the proposed Customer's water line has never been connected at the point of delivery of service.

Theodore C. Steffens

ISSUING OFFICER

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- E. REFUNDABLE ADVANCE - means money paid for the installation of or property transferred to the Utility by the Developer/Applicant for facilities which may or may not be used and useful for a period of time. The advance is made so that the proposed extension may be rendered economically feasible. The advance is returned to Developer over a specified period of time in accordance with a Developer's Agreement as additional users connect to the system. The purpose of the refundable advance is to reduce the cash burden upon the Utility by providing a source of funds for the Utility when such funds may not otherwise be available, and thus minimize the cost of capital expenditures to the existing customers.
- F. TREATMENT PLANT FACILITY - facilities used for treatment and distribution of water.
- G. TYPES OF PROPERTIES:
1. RESIDENTIAL AND MULTI-RESIDENTIAL - all property devoted to one family dwelling units, duplexes, triplexes, townhouses, multifamily, and mobile homes.
 2. GENERAL SERVICE - all property devoted to industrial, business, educational, or other categories not covered by the above.
- H. "EQUIVALENT RESIDENTIAL CONNECTION" - for the purpose of this policy means the utilization of a building's space in such a manner as to have the potential of generating one hundred ninety (190) gallons of sewage per day. Equivalent residential connections for the usages set forth herein shall be as shown in the Table of Daily Flows, Original Tariff Sheet No. 29.
- I. OFF-SITE FACILITIES - the water distribution trunk mains, the purpose of which is to distribute water to the several properties within said territory.
- J. ON-SITE FACILITIES - the portion of the water distribution system and treatment facility which has been or is to be located wholly within the property which is the subject of the extension agreement. In the event that a trunk main crossed the property of Developer, the on-site facilities shall be considered the water distribution system that is located on the Developer's property but outside of the easement containing said trunk line facilities.

26.0 CAPTIONS

The use of captions herein is for convenience only and shall not be utilized in construction of the content of paragraphs.

27.0 CONFLICT

In the event of any conflict between the Service Availability Policy and any portion of any ordinance or resolution issued by the Florida Public Service Commission, then the ordinance or resolution shall in all instances prevail.

Theodore C. Steffens
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EXHIBIT "H"

**FIVELAND INVESTMENTS, INC.
COPY OF COURT ORDER APPOINTING RECEIVER**

IN THE CIRCUIT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA, CIVIL DIVISION

FIVELAND INVESTMENTS, INC.)
a Florida Corporation, EUGENE)
SCHWARTZ, individually and as)
a stockholder of FIVELAND)
INVESTMENTS, INC., and HELENE)
SCHWARTZ, individually and as a)
stockholder of FIVELAND)
INVESTMENTS INC.,)

Plaintiffs)

vs.)

MELVIN A. STEINBAUM and)
VILMA STEINBAUM,)

Defendants)

CASE NO.: DIVISION C
91 4506-CA-01

ORDER APPOINTING RECEIVER FOR
FIVELAND INVESTMENTS, INC.
(A Florida Corporation)

This cause came to be heard upon Count II of Plaintiff's complaint, which Count requested the appointment of a Receiver, and the Court having reviewed the complaint, and having heard argument of Counsel, and being otherwise fully advised of the premises, it is hereby

ORDERED AND ADJUDGED that:

1.) THEODORE C. STEFFENS of 5550 26th Street West, Bradenton, Florida 34207 is hereby appointed Receiver of FIVELAND INVESTMENTS, INC. (which is the corporate entity for GASPARRILLA PINES WATER TREATMENT PLANT also known as FIVELAND WATER UTILITY) together with all the real, personal, tangible and intangible property of said corporation. The Receiver shall operate the Corporation whose sole and primary business is the operation of the water treatment plant. The Receiver shall collect all rents, incomes, revenues and profits of FIVELAND INVESTMENTS, INC. (hereinafter FIVELAND) and the GASPARRILLA PINES WATER TREATMENT PLANT (hereinafter PLANT) and shall pay all bills and expenses of

FIVELAND and the PLANT. The Receiver shall have all the customary powers and duties of Receivers in such cases, including without limitation, the power to apply all monies collected by him to the necessary preservation of FIVELAND and the PLANT, or as this Court may otherwise direct.

2.) This appointment is effective immediately and the Receiver shall forthwith enter upon, receive and take complete possession of FIVELAND and the PLANT including all premises which relate to FIVELAND and the PLANT including without limitation all cash, credit card charge documents, accounts, bank accounts, books and records, keys, equipment, files (correspondence, accounting, maintenance, personnel and insurance) and such other personalty as may be found thereon or which relate to the operation of FIVELAND and the PLANT.

3.) The Receiver is granted all of the rights, duties and responsibilities of a Court-Appointed Receiver including all functions necessary to continue the operation of FIVELAND and the PLANT and is specifically empowered to operate FIVELAND and the PLANT. The Receiver is directed to demand, receive and collect all sums now due and unpaid or which hereafter shall become due during the pendency of this action arising out of or relating to FIVELAND and the PLANT.

4.) The Receiver is authorized to employ personnel as necessary to operate the Property and, in addition, to employ counsel, accountants and such other professionals and support personnel as may be required to carry out his duties pursuant to this appointment. The Receiver is specifically instructed to retain a Certified Public Accountant and to complete filing of Federal Income Tax returns for 1989 and 1990. The Receiver may exercise this right without prior approval by the Court or any parties as long as Receiver determines that any counsel, accountants or other professionals do not have any conflict of

interest in regard to any of the parties to this suit and that any such professional has no interest in the outcome of this litigation.

5.) The Receiver is specifically empowered and directed to consult with the Defendant, Melvin Steinbaum in order to learn about the operation of the PLANT. Further, the Defendant, Melvin Steinbaum, is directed to provide information to the Receiver concerning the operation of the PLANT.

6.) The Receiver is granted the authorization to enter into any and all service contracts reasonably necessary to keep and maintain the PLANT in reasonable repair upon such terms as are commercially reasonable without prior approval by the Court or any parties.

7.) Should it become necessary for the continued operation and management of FIVELAND and the PLANT, the Receiver is hereby empowered to apply to any governmental, regulatory or licensing agency for the transfer of licenses, permits and other authorization to do business in his name as Receiver.

8.) The Plaintiffs and the Defendants, their agents, servants, employees, representatives, and attorneys are hereby enjoined from interfering in any way with the management of FIVELAND and the PLANT by the Receiver until further order of this Court. All persons, corporations or other entities, including but not limited to the Defendants, now or hereafter in possession of the subject real and personal Property shall forthwith surrender such possession to the Receiver and are ordered to deliver to the Receiver all keys or combinations to locks required to open or gain access to any of the Property.

9.) Any and all sums currently held by the Defendants, their agents and employees and previously generated by the operation of FIVELAND and the PLANT shall forthwith be turned over to the Receiver. The Receiver shall promptly open new bank accounts for his operation of FIVELAND and the PLANT and shall deposit all funds

collected from the Defendants, their agents and employees and all funds generated by the continued operation of FIVELAND and the PLANT into such accounts from which he shall pay all operating costs and expenses incurred in conjunction with the operation and management of FIVELAND and the PLANT and costs of the Receivership.

10.) The Receiver is hereby empowered and authorized to borrow any funds required to carry out his duties and accomplish the purposes set forth in this Order; and as security for said borrowed funds, the Receiver may issue Receiver Certificates.

11.) The Receiver shall keep a true and accurate account of any and all receipts and expenditures and shall, every month unless the Court otherwise orders, file with the Court, under oath, a detailing Monthly Accounting for all monies expended and received. Along with the Monthly Accounting, the Receiver shall file an itemized and detailed listing of all time expended and costs incurred by him with regard to the Receivership.

12.) The Receiver is authorized to take possession of any bank accounts or funds and this Order authorizes any bank institutions to deliver funds of FIVELAND and the PLANT to the Receiver. All government entities are authorized to deal directly with the Receiver and to pay or collect deposits from the Receiver. The Receiver will notify all parties and this Court in the Initial Inventory and Status Report to the Court of the place of business for FIVELAND and the PLANT.

13.) The Court hereby approves compensation for the Receiver at \$125.00 per hour and compensation for a Legal Assistant at \$25.00 per hour to be paid monthly commencing with the date of the entry of this Order, but including time spent in preparation for assuming this Receivership, along with reimbursement for any out-of-pocket costs and expenses reasonably incurred by the Receiver.

14.) The Receiver shall file in the Clerk's Office a true and complete inventory, under oath, of the Property coming under his

control or possession under this appointment within sixty (60) days after his appointment.

15.) The Receiver is directed to file a Receiver's Oath and Acceptance and to obtain a Receiver's Bond. The Bond shall be in the amount of \$100,000.00 to be provided by a corporate surety authorized to issue such bonds in Florida, guaranteeing performance of the duties and obligations of his office of Receivership, with the bond providing coverage to the Plaintiff and Defendants for loss due to the acts of the Receiver and his agents, servants and employees. Said bond shall be issued and filed with the Clerk of the Court within ten (10) days. However, Receiver shall immediately assume his duties upon the execution of this Order.

16.) The Receiver shall undertake any and all additional duties as this Court may provide by its orders and the Receiver shall be at liberty to apply to this Court at any time during the pendency of this action for further direction. The Court shall approve the Receiver's application within ten (10) days unless any party files written objection to same within said period.

17.) This Court retains jurisdiction to modify the terms of this Order and to expand or contract the rights, duties and obligations of the Receiver and to enter such other orders as may from time to time, during the pendency of this action, be deemed necessary, just and proper.

5 DONE AND ORDERED in Chambers at Sarasota County, Florida this day of September, 1991.

15 / Becky Titus
Circuit Judge

CERTIFIED TRUE COPY

This 5th day of September, 1991

Mary Ann Hudson
NOTARY PUBLIC
My Commission Expires:

C. C.

COUNSEL OF RECORD

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