

CRYSTAL RIVER UTILITIES, INC.

"Excellence in Potable Water and Wastewater"

May 16, 1996

Director, Division of Record and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, FL
32301

Re: Application for Authority to Transfer Certificate 551-W

Dear Sirs,

Please find enclosed ten copies and one original of our application to transfer certificate 551-W from Seven Rivers Utility, Inc. to Crystal River Utilities, Inc.. You will also find enclosed by separate envelope a check in the amount of \$750.00 made payable to the Florida Public Service Commission which represents the filing fee for this application.

Upon review, please advise whether any additional information is required to complete the application. Thank you.

Yours truly,



H. Richard Bowles
Crystal River Utilities, Inc.

cc: B. Sterling (CRU)
J. Hotaling

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.

Initials of person who forwarded check:

A.S.

RECEIVED
MAY 23 8 29 AM '96
ADMINISTRATION
MAIL ROOM

DOCUMENT NUMBER-DATE

05678 MAY 23 1996

P.O. BOX 520247 . LONGWOOD . FLORIDA . 32752 . TELEPHONE 407 260-2214

FPSC-RECORDS/REPORTING

**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES
PURSUANT TO SECTION 367.071, FLORIDA STATUTES**

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

The undersigned hereby makes application for the sale, assignment or transfer of (all) or (part) of Water Certificate No. 551-W and/or Sewer Certificate No. — or facilities in CITRUS County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

SEVEN RIVERS UTILITY, INC. (813) 886-5359
Name of seller Phone No.

P.O. Box 26572
Office street address

TAMPA FL 33623
City State Zip Code

Mailing address if different from above

- B) The full name (as it will appear on the certificate), address and telephone number of the buyer:

CRYSTAL RIVER UTILITIES, INC. (407) 260-2214
Name of buyer Phone No.

P.O. Box 520247
Office street address

LONGWOOD FL 32752
City State Zip Code

Mailing address if different from above

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

RICHARD BOWLES

(407) 260-2214

Name

Phone No.

P.O. Box 520247

Street address

Longwood

FL

32752

City

State

Zip Code

- D) Indicate the organizational character of the buyer:
(circle one)

Corporation

Partnership

Sole Proprietorship

Other

(specify)

- E) The date and state of incorporation or organization of the buyer:

8/25/95

FLORIDA

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

(DIRECTOR) Robert Sterling, President, 488 Pickford Point, Longwood, FL 32779

(") RICHARD BOWLES, VP, 1205 Roxboro Road, Longwood, FL 32750

" " Treasurer & Secretary

- G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

NOT APPLICABLE

JUL 6 54 11:25 FROM GILBERT C. DEPT. IN

PART II FINANCIAL AND TECHNICAL INFORMATION

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

SUNTER WATER COMPANY, 507-W, 441-S, SUMTER COUNTY
MAGNOLIA MANOR WATER, 495 W, SUMTER COUNTY, RECEIVER

- C) Exhibit IIC - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- 1) Purchase price and terms of payment;
- 2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
- 3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- 1) Customer deposits and interest thereon;
- 2) Any guaranteed revenue contracts;
- 3) Developer agreements;
- 4) Customer advances;
- 5) Debt of the utility; and
- 6) Leases.

- D) Exhibit II D - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- E) Exhibit II E - A statement describing the financing the purchase.
- F) Exhibit II F - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
- G) Exhibit II G - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. No. PSC-95-0342-FOF-WV 3/13/95 Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit _____ - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.) NONE REQUESTED
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:
- Mr. John Hotming (813) 886-5359
 Name Phone No.
- P.O. Box 26572
 Street address
- TAMPA FL 33623
 City State Zip Code
- J) Exhibit II J - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

- K) Exhibit II K - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.
- L) Exhibit II L - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

PART III NOTICE OF ACTUAL APPLICATION

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

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

PART IV FILING FEE

Indicate the filing fee enclosed with the application:
\$ 750.00 (one fee for water and one for wastewater)

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

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

PART V OTHER

- A) Exhibit IA - Evidence that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit IB - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.
- C) Exhibit IC - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I RICHARD BOWLES (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:

Richard Bowles, VP
Crystal River Utilities, Inc.
 (Applicant)
Richard Bowles, VP
 Name and Title*

Subscribed and sworn to before me this 15th
 of May 1996.



By Richard Bowles
Dan Hegeman
 Notary Public

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

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of this 26th day of October, 1995, by and between Seven Rivers Utilities, Inc. and Sumter Water Company, Inc., (for convenience, hereinafter referred to as the "Sellers"), whose address is P.O. Box 26572 Tampa FL 33623 and Crystal River Utilities, Inc. (hereinafter called the Purchaser), whose address is P.O. Box 520247, Longwood, FL 32752.

BACKGROUND

The Sellers own and operate water and/or wastewater treatment, distribution and/or collection systems hereinafter sometimes referred to as the "Utility Systems". More specifically, the Utility Systems include the assets of Seven Rivers Utilities, Inc. and Sumter Water Company, Inc. which provide potable water and/or wastewater service to approximately 216 residential customers in four separate subdivisions within Sumter and Citrus County, Florida. The Utility Systems operate under Certificates of Public Convenience and Necessity, No. 551-W and 507-W and 441-S (the Certificates) issued by the Florida Public Service Commission (the PSC).

The Purchaser is desirous of purchasing the Utility System, and the Sellers are willing to sell it to the Purchaser upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, Sellers and Purchaser hereby agree as follows:

1. **RECITALS.**

The foregoing recitals are true and correct and are incorporated herein.

2. **FURNISHING OF DOCUMENTS.**

Except as otherwise provided hereunder, within fifteen (15) days after the execution of this Agreement by both parties, the Sellers, if they have not already done so, will make the following documents (hereinafter referred to as "Documents") available to the Purchaser, if in Sellers' possession or control, and shall attach the Documents as exhibits to this Agreement:

- a. Plans and specifications showing the water well(s), water treatment plants, storage tanks of the Utility Systems as now constructed (as-built), together

with a map showing the water distribution lines, and appurtenances as now constructed, and all other facilities constituting the Utility Systems. (Exhibit 2a).

b. Copies of Sellers' Certificate(s) of Necessity issued by the PSC. (Exhibit 2b).

c. Copies of all active agreements, hereinafter referred to as "Developers or Service Agreements". (Exhibit 2c).

d. A schedule and copies of all other agreements entered into between Sellers and other parties in connection with Sellers' operation of the Utility Systems, including, but not limited to, leasehold agreements, operator and vendor contracts, and construction contracts. (Exhibit 2d).

e. An inventory containing a list of all equipment, computers, software, water reading devices, vehicles, tools, parts, laboratory equipment, office equipment, unset or reserved meters, and all other personal property owned by Sellers to be transferred to Purchaser as a part of this sale. (Exhibit 2e).

f. Tariff of Sellers which shall include a schedule of all rates, fees and charges in effect at the time of this Agreement. (Exhibit 2f).

g. Copies of all permits required by any federal, state, county, municipal or unit of special purposed government for the ownership, operation, distribution, collection, production and treatment of potable water and wastewater. This shall include but not be limited to consumptive use permits, and permits for work not started or not completed. (Exhibit 2g).

h. A list of all active connections listing name, address and telephone number if available. A list of any prepaid customer accounts. A list of all deposits held including amount, name and address. (Exhibit 2h).

i. Legal description with sketches outlining the present service areas provided in the Certificates of Necessity. (Exhibit 2i).

j. A copy of all the DEP sanitary surveys and compliance reports issued over the last three years. A copy of the daily logs for each system from January 1 to August 31, 1995. A copy of all potable water and wastewater quality test results as required by DEP for the period between January 1, 1995 and August 31, 1995. Monthly financial statements for the same period, as well as PSC Annual Reports for the years 1992, 1993, & 1994. (Exhibit 2j).

k. All contractor's warranties and manufacturer's warranties held by Sellers with respect to equipment and completed or in progress construction work. At Closing, Sellers shall assign all existing transferable warranties to Purchaser. (Exhibit 2k).

l. A schedule of any and all insurance policies in force covering the Sellers as they may relate to the Purchased Assets for a period of two (2) years prior to the date of Closing. (Exhibit 2l).

m. Certified legal description and survey of the real property where present treatment plant structures are located, and are to be conveyed fee simple to the Purchaser, showing all appurtenances, encroachments, easements, rights-of-way, flood zones and improvements. (Exhibit 2m).

n. A legal or other verifiable description of all private easements, licenses, prescriptive rights and right-of-way owned and used by Sellers for the construction, operation and maintenance of the Utility Systems. (Exhibit 2n).

3. **COVENANT TO SELL AND PURCHASE AND DESCRIPTION OF PURCHASED ASSETS.**

The Purchaser hereby agrees to buy from the Sellers, and the Sellers hereby agree to sell to the Purchaser, the Purchased Assets for the Purchase Price and upon the terms, and subject to the conditions and other provisions hereof.

a. For convenience, the term "Purchased Assets" shall be used to designate the assets, business properties, and rights both tangible and intangible which Sellers own or in which they have an interest regarding the "Utility System", all of which are being purchased hereunder by the Purchaser and which include the following:

(1) The real property and fee simple interests in real property owned by Sellers and all buildings and improvements located thereon, more specifically shown on Exhibit 2n.

(2) All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads and other areas owned and/or used by Sellers for the construction, operation and maintenance of the Utility Systems.

(3) All water and wastewater treatment plants, water and wastewater supply, distribution and collection facilities of every kind and description

including but not limited to pumps, plants, tanks, lift stations transmission lines, distribution lines, supply lines, valves, meter, meter boxes, service connections and all other inventory listed.

(4) To the extent transferable, all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility Systems.

(5) All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by the Purchaser which are in possession of Sellers or their agents pertaining to the operation of the Utility Systems.

(6) All rights of Sellers under any Service Agreements.

4. EXCLUDED ASSETS.

a. Cash, bank accounts, deposits maintained by Sellers with any governmental authority, utility deposits and prepaid expenses not to be prorated. Customer deposits are not excluded assets.

b. To the extent Sellers have received payments of Gross Up on contribution of facilities or CIAC for whatever reason, and to the extent Purchaser would assume responsibility as a result of this transaction either for refunding those payments or paying the tax on those payments, the Parties agree that those funds will remain in escrow until their ultimate disposition is determined either by rule or decision of the Florida Public Service Commission resulting from an application for determination of refund of gross up and/or CIAC.

c. All notes and accounts receivable as of the Closing Date, provided however Sellers shall remain obligated to pay all accounts payable and other payables and liabilities of Sellers incurred or accrued prior to Closing. It is hereby agreed that Purchaser is not assuming any liabilities, whether corporate or personal, related to or resulting from Seller's ownership and operation of the Purchased Assets other than those liabilities, debts or obligations created as a result of this transaction.

5. INSPECTIONS PERIOD.

a. Purchaser shall have thirty days from the date of this Agreement within which to conduct whatever examinations and inspections of Purchased Assets and Documents it deems necessary or desirable. If Purchaser is unsatisfied, in its sole

discretion, Purchaser shall have the right to terminate the Agreement, provided, however, that such notice must be given to Sellers on or before 5:00 PM on the last day of the Inspections Period.

b. Upon reasonable notice, the Sellers will permit full examination by the Purchaser of all existing contractual obligations, physical systems, assets, real property, rights-of-way, easements, and inventories utilized by the Sellers in the operation of the Utility System.

6. **CONDITION OF PURCHASED ASSETS.**

a. The parties hereto agree that Purchaser is buying the assets in "as is" and "where is" condition, however, the parties agree that it is possible that Purchaser will uncover needed repairs to the Utility Systems which will be required to be made in order for the Utility Systems to comply with governmental and regulatory requirements as well as operate efficiently. In this regard, Purchaser shall provide a list of repairs needed to Sellers prior to the end of the Inspections Period. Sellers' obligation to make the repairs shall be limited to \$5,000 and only those repairs necessary to bring the Utility Systems into full compliance with applicable federal, state and local laws, rules and regulations, including full compliance with original design as modified by subsequent permits. Line breaks in distribution and /or collection systems will be Sellers' responsibility. After the end of the Inspection Period, the Purchaser accepts the Utility Systems in an "as-is" and "where-is" condition, except for repairs reported to Sellers to be repaired pursuant this Section. In the event the repairs identified by Purchaser exceed \$5,000, Sellers shall have five (5) days from the date of receipt of the report to elect to pay the additional repair expenses. If Sellers elect to refuse to pay repair amounts over \$5,000, then Purchaser shall have the right to pay the excess and close, or terminate the contract and receive its earnest money deposit back. Purchaser shall make such election to pay or terminate within five (5) days after the Sellers make their election to refuse to pay the excess. Closing of the transaction shall be automatically extended until the repairs are completed, but no longer than six (6) months.

b. The Parties acknowledge that the renewal of the operating permit for Sumter Water Company wastewater treatment plant is currently under review by Florida Department of Environmental Protection ("DEP"). It shall be Sellers' responsibility to obtain the renewal of the operating permit. Failure to obtain the permit renewal by the Closing date shall not be breach of this Agreement, however, in the event that the operating permit renewal is not issued by the Closing Date, the Parties agree to escrow \$26,000 by payments from the note as described below, to reflect the lost value of the operating permit. Sellers shall proceed with all

commercially reasonable actions and appeals to obtain the permit, including without limitation, reapplication, administrative petition and judicial appeals. Escrow payments shall not be made until the balance due on the promissory note (Exhibit 7a) is at \$26,000. The payments on the promissory note shall then be paid into escrow according to the terms of the escrow agreement (Exhibit 7c) until released according to this Agreement. If after exhaustion of all commercially reasonable actions and appeals, or twelve (12) months, whichever comes first, Sellers are unable to obtain the permit renewal, the escrowed funds shall be paid to Purchaser, and Purchaser shall accept the escrow funds as compensation in full for any diminished value of the Utility Systems. If the permit is issued, the escrowed funds shall be paid to Sellers.

7. **PURCHASE PRICE: PAYMENT**

a. The total Purchase Price for the Utility Systems shall be FIFTY THOUSAND DOLLARS (\$50,000). Purchaser shall pay Ten Thousand Dollars (\$10,000) in cash at Closing and the balance of the Purchase Price will consist of a purchase money note (Exhibit 7a) in favor of Sellers secured by a mortgage (Exhibit 7b) on the Purchased Assets. The note will earn interest at 8.5% per year with equal payments made monthly in sufficient amount to amortize the loan completely within twelve years from the date of Closing. After two years from execution of this note, or the 25th payment, whichever comes first, Purchaser shall pay down an additional \$2,000 in principal on the note.

b. Magnolia Manor Water System is an additional system that is currently operated by Sellers as a court appointed receiver. The parties agree to jointly petition the court to substitute Purchaser as new receiver for Magnolia. Purchaser will pay \$1,000 to Sellers each year that Purchaser remains receiver for Magnolia up to a maximum of five years. Any cost incurred to substitute receivers shall be borne equally. Formal approval of Purchaser as receiver shall be a condition precedent to closing hereunder.

c. Purchaser shall upon execution of the Agreement, deliver to Jesse Graham, Sr., 369 New York Avenue, Winter Park, Florida, 32789 as escrow agent, earnest money in the amount of five hundred dollars (\$500.00). The escrow shall be held pursuant an Escrow Agreement as provided in Exhibit 7c. The deposit shall be applied against the Purchase Price at Closing. If this sale does not close for any reason other than a default on the part of the Purchaser, or if the Agreement is terminated as provided for herein, then Purchaser's deposit shall be refunded to Purchaser forthwith upon demand. Purchaser shall be entitled to the interest earned on the deposit regardless of its ultimate disposition.

8. **PURCHASER'S WARRANTIES**

a. The Purchaser is a registered Florida corporation and has all the requisite power and authority to enter into this Agreement, to own and lease real and personal property, and to carry out and perform the terms and provisions of this Agreement. This Agreement constitutes a legal, valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms.

b. The Purchaser shall take all commercially reasonable steps to diligently pursue transfer of the PSC certificates from Sellers to Purchaser pursuant Section 14 below.

c. Purchaser warrants that there is no liability or litigation, either pending or threatened, which would alter Purchaser's ability to close or comply with this Agreement.

9. **SELLERS' WARRANTIES**

a. Sellers are the true owners of the Utility System and have all the requisite power and authority to enter into this Agreement, have good and marketable title to the Purchased Assets, can sell and lease the real and personal property described herein, can carry out and perform the terms and provisions of this Agreement.

b. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government, or any indenture, agreement, or other instrument to which the Sellers are a party, or by which they are bound.

c. From and after the date of the execution of this Agreement, Sellers will not encumber any of the Purchased Assets, with the exception of any transactions occurring in the ordinary course of Sellers' business, without the consent of Purchaser which shall not be unreasonably withheld.

d. Sellers warrant and represent that there will be no material depletion or change of condition of the Purchased Assets of the Sellers from and after the date of this Agreement, but prior to Closing Date, and that the facilities will be properly maintained.

e. Sellers will cooperate by providing Purchaser with reasonable access to records and facilities to assist in the Purchaser's inspections. The information

provided to the Purchaser shall be true and correct to Sellers' best knowledge and belief and Sellers shall not omit any material fact that would make the information misleading.

f. Except for the Permitted Encumbrances set forth herein, there will be after Closing, no liens, claims or encumbrances against the Purchased Assets. In the event the Utility System is cited, prior to Closing, for any violation of a regulatory or permitting requirement, Sellers shall remedy said violation prior to the Closing.

g. There exists no employment contracts, vendor agreements or other contractual obligations of the Utility System other than those specifically described in Exhibits 2c & 2d, which cannot be canceled within thirty (30) days notice, and without payment for cancellation.

h. During the period of time between the date of the Agreement and Closing, Sellers shall maintain their existing level of fire and extended coverage insurance to cover the cost of any repairs to the Purchased Assets, and the risk of loss shall fall upon the Sellers. If any portion of the Purchased Assets is damaged by fire, casualty or Act of God before the Closing, the Purchaser shall have the option of (1) closing and accepting the Purchased Assets "As Is" without adjustment to the Purchase Price and accepting the insurance proceeds; or (2) in the event Sellers cannot repair and deliver the Purchased Assets within ninety days, canceling this Agreement and releasing the parties from all further obligation to each other.

i. After the execution of this Agreement, Sellers will not enter into any new Developer Agreements or modify any existing Agreements without the prior consent of the Purchaser.

j. Sellers are not in default with respect to any order, writ, injunction, or decree of any court or federal, state, municipal or other governmental department regarding the ownership, operation or maintenance of the Purchased Assets. There is no pending or threatened litigation or governmental action which could prohibit or interfere with the performance of this Agreement.

k. The real property portion of the Purchased Assets is in compliance with, and the Sellers have not violated, except as disclosed by environmental audits performed by Purchaser, in connection with the ownership, use, maintenance, or operation of the real property or the Purchased Assets, applicable environmental, federal, state, county, or local laws relating to pollution or protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the superfund

Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, or the Toxic Substance Control Act (Environmental Laws). Sellers have not authorized the placing or depositing of hazardous substances on the real property portion of the Purchased Assets except, if at all, in accordance with the applicable Environmental Laws, and Sellers have no actual knowledge of any hazardous substance having been, or currently being, placed or deposited on the premises except in accordance with such Laws.

1. The representations and warranties contained herein are true and correct and shall survive Closing. Sellers hereby agree to save and hold Purchaser harmless from, and to indemnify Purchaser against, any and all losses or damages (including, but not limited to administrative, trial, and appellate attorney fees and costs) suffered by Purchaser resulting from: (1) any misrepresentation by Sellers of material fact contained in the Agreement; (2) any material breach of the representations and warranties made by Sellers pursuant to the Agreement. Purchaser hereby agrees to save and hold Sellers harmless from, and to indemnify Sellers against, any and all losses or damages (including, but not limited to administrative, trial, and appellate attorney fees and costs) suffered by Sellers resulting from: (1) any misrepresentation by Purchaser of material fact contained in the Agreement; (2) any material breach of the representations and warranties made by Purchaser pursuant to the Agreement.

10. TITLE INSURANCE.

The Sellers shall provide and pay for the entire cost of title commitment and title insurance as provided herein which shall be delivered ten days before Closing. The title insurance commitment shall commit to issue an owner's title insurance policy to the Purchaser covering the fee simple real property portion of the Purchased Assets (substantially in accordance with the ALTA Standard Owner's Form B) upon the recording of deeds to the Property, said commitment reflecting title to the property to be marketable or insurable, except for the Permitted Encumbrances (as defined herein), the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as materialman's liens, survey, mechanic's liens, and shall provide such endorsements and affirmative coverage as Purchaser reasonably requests. Within five (5) days of receipt of the title commitment, Purchaser shall notify Sellers in writing of any defect in Sellers' title insurance commitment other than those accepted herein. Sellers shall be entitled to thirty days time to eliminate any of the objections to title set forth by Purchaser that Sellers choose to eliminate. In the event Sellers shall be unable to deliver title as herein provided, then Purchaser may elect to accept whatever

title Sellers are able to convey without abatement of the Purchase Price; or reject title and terminate this Agreement and receive a refund of the deposit. Title to the real property portion of the Purchased Assets will be conveyed to Purchaser at Closing by general warranty deed subject to the Permitted Exceptions and those matters not objected to by Purchaser. The personal property portion of the Purchased Assets will be conveyed by Bill of Sale and accompanied by the appropriate no-lien affidavits executed by the Sellers.

11. **PERMITTED ENCUMBRANCES.**

As used above, Permitted Encumbrances mean and include the following:

- a. All present and future building restriction, zoning regulations and all present and future laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the real property and the use thereof as represented herein, none of which however shall impair or restrict the use of the Property for the operation of the Utility Systems.
- b. Easements, restrictions, covenants, reservations, right-of-way, conditions and limitations of record, if any, or other matters appearing on the plat or otherwise common to the subdivision and appearing on the record which are not coupled with any reverter or forfeiture provisions, including any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any Murphy Deeds, none of which contain a right of exploration or right-of-way shall impair or restrict the use of the Property for the operation of the Utility Systems.
- c. Such other matters as are permitted under the terms of this Agreement, including but not limited to the Developer Agreements.

12. **CONDITIONS PRECEDENT TO CLOSING.**

The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

- a. Neither Party shall be prohibited by decree or law from consummating the transaction.

b. There shall not be pending or threatened on the Closing Date any legal action or proceeding which would prevent the acquisition of the Purchased Assets or its use, title or enjoyment.

c. Both parties shall each have performed all the undertakings required under the terms hereof.

d. All warranties and representations herein of both parties shall be true as of the Closing Date.

e. Formal approval of Crystal River Utilities, Inc. as receiver for Magnolia Manor Water Works operating under PSC certificate of convenience and necessity number 495-W and currently operated by USA Utilities, Inc. under a Sumter County Circuit Court emergency order dated January 10, 1090 and recorded January 11, 1989. Although receipt of formal approval of Purchaser as receiver is a Condition Precedent to Closing, the Parties agree that failure to receive such approval shall not be construed to be a breach by either Part hereto, and such failure shall simply cause this Agreement to terminate, with each party hereto paying its own attorney's fee and costs. Sellers agree to jointly file with Purchaser for Purchaser to be made receiver, and Sellers will assist and cooperate with Purchaser until the decision to appoint Purchaser as receiver is made final or rejected.

13. CLOSING DATE AND CLOSING.

a. Provided the conditions to be performed prior to Closing have been performed, and subject to the provisions of Section 15 regarding Termination and Unwinding, this transaction shall close thirty days after the expiration of the Inspections Period, unless the Closing Date is extended by mutual agreement of the parties in advance. The Closing Date shall automatically be extended for up to thirty days if necessary to complete a condition precedent or as otherwise provided for in paragraph 6, 10 and 12 of this agreement.

b. At Closing, documentary stamps on the deed shall be paid by Purchaser. The value attributable to the real property portion of the Utility System is Eight Thousand Dollars (\$8,000).

c. All property and utility franchise taxes on the Purchased Assets shall be prorated as of the Closing Date.

d. Prior to or simultaneously with the Closing, Sellers shall read meters and invoice customers for services rendered prior to the time of Closing, which

receivables shall be the sole property of Sellers. Included with this invoice shall be a notice advising the customers of the change in ownership of the Utility System and that payments should be made directly to Purchaser. Purchaser shall reasonably assist Sellers in the collection of any receivables credited to Sellers at Closing, including, but not limited to discontinuance of service to customers who fail to pay amounts owed Sellers. Purchaser shall not be obligated to initiate litigation to collect any such receivables for Sellers.

e. Sums held or collected by Sellers for Service Availability or System Capacity Charges for future use shall become the property of Purchaser.

f. All transfers required or necessary hereunder shall take place on Closing Date, unless extended by mutual consent.

g. Each of the respective parties shall pay its own attorney, accountant, engineer and other professional advisors in connection with this transaction.

h. All bills for services rendered in connection with the operation of the Utility System prior to Closing shall be paid by Sellers.

i. Purchaser shall pay the cost of recording the deed and all costs associated with any financing obtained by Purchaser.

14. **FLORIDA PUBLIC SERVICE COMMISSION MATTERS.**

a. The Purchaser shall petition the Florida Public Service Commission to transfer the certificates of necessity ("Certificates"). Sellers shall file any reports, if required, and satisfy their outstanding Florida gross receipts tax obligations through the date of Closing. All costs and expenses relative to transfer of the PSC Certificates shall be borne by the Purchaser. Sellers shall cooperate with Purchaser in its application for transfer.

b. In the event the PSC approves transfer, but, within the transfer order, materially alters the currently approved tariffs including but not limited to base facility charges, system capacity charges, service charges, connection charges, and the like, or, establishes a combined approved rate base for the Utility Systems less than the combined rate base established by the PSC in orders number PSC-95-0342-FOF-WU (March 13, 1995) and number 25139 (September 30, 1991) and after normal charges and adjustments for subsequent years as would be applied by the PSC in determination of rate base, then Purchasers may, at their option, terminate this Agreement. If the Agreement is terminated, the parties shall unwind pursuant Section

15. Purchasers must make their election to terminate within twenty (20) days of the PSC order transferring the certificates, or lose the right to terminate this Agreement.

15. TERMINATION AND UNWINDING

a. Termination. This Agreement may be terminated by: 1) before Closing pursuant the provisions for termination provided herein; or, 2) after Closing because of failure by the PSC to approve the transfer of the Certificates within eight (8) months of the Closing Date ("Termination Date").

b. Unwinding of Transactions. In the event that this Agreement terminates after Closing because of failure by the PSC to approve transfer of the Certificates within eight months of the Closing Date, or in the event that the Purchaser elects to terminate this Agreement pursuant Section 14, the Parties agree to unwind the transactions provided for in this Agreement in the following manner:

1. Within thirty (30) days of the Termination Date, Parties shall meet to close all matters related to the unwinding of the transactions for purchase and sale of the Utility Systems ("Unwinding Closing"). The intent of the Unwinding Closing shall be to reverse the transactions of the sale of the Utility Systems in a manner which closely approximates the agreements for the sale under this Agreement, with the Sellers now taking the position of Purchaser, and the Purchaser assuming the position of the Sellers, along with all rights and obligations provided in this Agreement. This Section shall be construed the manner to provide equitable reversal of the transactions, and avoiding unjust enrichment of either party hereto.

2. At the Unwinding Closing, Sellers shall return the Purchase Price (including terminating the purchase money note and mortgage) to the Purchaser, subject to any requirements of Purchaser herein or set-offs provided pursuant this section, and Purchaser shall cease operation and management of the Utility Systems.

3. Immediately after the Termination Date and prior to the Unwinding Closing, Purchasers shall: a) withdraw its application for transfer of the PSC certificates; and, b) allow Sellers to inspect the Utility Systems and report to the Purchasers any specific problems needing correction by Purchasers prior to Unwinding Closing;

4. At the Unwinding Closing, Purchaser shall: a) return to Sellers all documents provided by Sellers pursuant Section 2, including all utility business records generated after the Closing Date; b) provide a title commitment pursuant to Sections 10 & 11, except for liens specifically approved by Sellers pursuant

subsection 15.b.5 below; c) cooperate with Sellers to transfer receivership of the Magnolia Manor Water Works to the President of the Sellers, if in their sole discretion, Sellers or President of Sellers elect to be made receiver; d) repair all utility facilities to the manner in which it was transferred to Purchaser, normal wear and tear excepted; e) return customer deposits to Sellers; and, f) execute and deliver or return to Sellers all Purchased Assets, deeds, and closing documents necessary to reverse the sale transactions, including without limitation, assignments of contractor's and manufacturer's warranties, Developer's Agreements and any fees paid Purchasers thereunder.

5. Purchaser warrants and promises that, prior to either the PSC approval of the transfer, or the Unwinding Closing, Purchaser shall not encumber the Purchased Assets or Utility System in any manner or enter into any contracts which substantially affect, or could substantially affect the value of the Utility Systems or Purchased Assets, without the expressed, written agreement of Sellers, which agreement shall not be unreasonably withheld.

16. **SURVIVAL OF PROVISIONS IN THIS AGREEMENT**

a. Sections 6, 8, 9, 14, 15, 16 & 17 shall survive the Closing. All other provisions shall survive Closing to the extent that they are utilized to implement the unwinding pursuant Section 15.

17. **MISCELLANEOUS.**

a. This writing embodies the entire agreement and understandings between the parties hereto and there are no other agreements or understandings that are not merged herein and superseded hereby. Modifications to this Agreement must be in writing and signed by both parties hereto. This Agreement shall be governed according to the laws of Florida and is executed in good faith.

b. Neither Purchaser nor Sellers may transfer or assign this Agreement without obtaining the prior written consent of the other.

c. The Sellers and Purchaser represent and warrant each to the other that they have not dealt with either a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement. Further, each party shall indemnify the other and hold it harmless against any claim, cost, expense, liability or loss (including reasonable attorneys fees) incurred as a result of any fees alleged to be payable because of this Agreement.

d. In the event of a default by the Purchaser under this Agreement, the Sellers' sole and exclusive remedy shall be to retain the earnest money deposit as liquidated damages. In the event of other forms of default under this Agreement, including without limitation Purchaser's failure to participate in the Unwinding Closing, Sellers' sole remedy shall be to enforce this Agreement by action for specific performance. In the event of a default by the Seller under this Agreement, Purchaser's sole remedy shall be to enforce this Agreement by action for specific performance. Neither party shall be considered to be in default of this Agreement until the non-defaulting party gives written notice of the default to the defaulting party and affords that party ten working days to cure the default.

e. All of the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and nominees of the Sellers and Purchaser.

f. Time is of the essence in the performance of each provision of this Agreement.

g. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

h. In the event any term or provision of this Agreement is determined to be illegal or invalid, such provision shall be given its nearest legal meaning and the remainder of the Agreement shall be construed to be in full force and effect.

i. In the event of litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

j. The Sellers will cooperate by providing reasonable access to their records and facilities for inspection.

k. The submission or transmittal of this Agreement shall not create any liability on the part of Sellers, nor shall Sellers have any obligations to Purchaser unless and until such time as Sellers shall have executed a counterpart of this Agreement and unconditionally delivered it to Purchaser.

l. Seven Rivers Utilities, Inc., and Sumter Water Company, Inc., are individual Florida corporations, and are referred to herein jointly as "Sellers" merely for the convenience of using one sales document. However, each duty, obligation, covenant, or warranty made or formed under this Agreement shall be considered to be individual to each corporation, and nothing in this Agreement shall be construed to obligate the other Seller corporation to duties, obligations, covenants, or warranties of the other individual corporation, or to any form of joint or shared liability under this Agreement.

m. Any notice or other document required to be given hereunder shall be in writing and shall be delivered personally, by courier, or sent by certified or registered mail, postage prepaid. If to Sellers, such notice shall be addressed to:

Mr. John H. Hotaling
P.O. Box 26572
Tampa, Florida 33623

with a copy to Seller's counsel:

Gerald T. Buhr, P.A.
P.O. Box 1647
Lutz, Florida 33549-1647
FAX 813 949-3186

If to Purchaser, such notice shall be addressed to Purchaser at:

Richard Bowles
Crystal River Utilities, Inc.
P.O. Box 520247
Longwood, Florida 32752-0247

with a copy to Purchaser's counsel:

Jesse Graham, Sr.
Graham, Clark, Jones
369 New York Avenue
Winter Park, Florida 32789

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

"SELLERS"

WITNESSES AS TO SELLERS:

SEVEN RIVERS UTILITIES, INC.

F. Ann Hotaling
Printed Name F. Ann Hotaling

By John H. Hotaling
John H. Hotaling, President

F. Ann Hotaling
Printed Name F. Ann Hotaling

Date: 10-26-95

SUMTER WATER COMPANY, INC.

By John H. Hotaling
John H. Hotaling, President

Date: 10-26-95

"PURCHASER"

WITNESSES AS TO PURCHASER:

CRYSTAL RIVER UTILITIES, INC.

Bill Bowles
Printed Name Bill Bowles

By Richard Bowles
Printed Name Richard Bowles
Title VP

Printed Name _____

Date: 10-24-95

Exhibit II A.

Public Interest. The transfer of certificates 551-W to Crystal River Utilities, Inc. (CRU) will serve the public interest primarily because the Seller has retired and is divesting himself from all interests in community systems. This water system, together with Sumter Water Company (which is part of a separate CRU application for transfer before the Commission) constitutes all remaining FPSC regulated systems owned by this Seller.

Purchaser. Crystal River Utilities, Inc. is a Florida corporation acquiring and operating community water/wastewater systems throughout the state. The principal stockholders are also the officers of the company having extensive business experience devoting 100% of their time to the continued success of CRU. The company specializes in the operation of smaller community systems such as Seven Rivers Utilities, Inc., reducing the redundancy and inefficiencies that are inherent in such operations by centralizing management under one ownership.

Principals. The president of Crystal River Utilities, Inc. is Mr. Robert Sterling. Mr. Sterling is a graduate of Florida Atlantic University and resides in Longwood, Florida. Mr. Sterling is a certified financial planner with ten years experience as Senior Vice President for Prudential Securities, Inc. and most recently as a financial advisor for his own financial planning services company. Mr. Sterling is now the chief financial officer for Crystal River Utilities, Inc..

Mr. Richard Bowles graduated from Southern Methodist University with a Masters of Business Administration. Since moving to Florida, Mr. Bowles has been employed by the Pulte Home Corporation and George Wimpey of Florida, Inc.. As Vice President of these national home building companies, Mr. Bowles was responsible for developing residential communities in Florida, Georgia, Maryland and Virginia. He is now Vice President and chief operations officer for Crystal River Utilities, Inc..

Committment. Crystal River Utilities, Inc. and its principals will fulfill the committments, obligations and representations of the Seller with regard to utility matters.

Exhibit II D

FPSC Assessments. All assessments fees for 1995 have been paid by Seller. Assessment fees for 1996 were estimated and credited to Purchaser at closing. Purchaser will be fully responsible for 1996 assessments.

Exhibit II E

Financing. The purchase of Seven Rivers Utilities, Inc. is consolidated into one agreement to purchase the assets of Sumter Water Company and Seven Rivers Utilities, Inc.. As such, financing was provided for both by the Seller accounting for approximately 80% of the purchase price. Seller's financing was secured by a note and mortgage on the assets providing for principal and interest payments to amortize the loan over twelve years. The balance of the purchase price was cash from Crystal River Utilities, Inc..

Exhibit II F

Sources of Funding. Seller financing and cash from Purchaser.

Exhibit II G and II J

Net Book Value. Net book value of the plant was estimated using rate base established in FPSC Order No. PSC-95-0342-FOF-WU, issued March 13, 1995. Net book value or rate base at that time was set at \$20,236 for water. The applicant obtained a copy of the original rate case and has estimated the Net Book Value (rate base) for the water system as of December 31, 1995. No additions have been made to the utility since the test year. The rate case provided for 151 active equivalent meters. As of this application there are 151 equivalent meters active in the three communities served, therefore no adjustment to Use and Useful Plant has been included in this estimate. No attempt was made to include inflation into these estimates. Depreciation and accumulated amortization of CIAC was taken directly from the 1995 Order.

<u>Water</u>	Order 0342 <u>6/30/94</u>	<u>Changes</u>	<u>12/31/95</u>	<u>Notes</u>
Utility Plant in Service	183830	0	183830	no additions
Land	3826	0	3826	no additions
Accumulated Depreciation	(68726)	(8547)	(77273)	\$5698 per year
CIAC	(155792)	0	(155792)	no contributions
Accu. Amort of CIAC	56686	6024	62710	\$4016 per year
Future Plant	(3173)	0	(3173)	no new connections
Working Capital Allowance	3585	0	3585	1/8 O&M expense
Net Book Value (Rate Base)	20236	(2523)	17713	without inflation

Total Rate Base Estimate as of December 31, 1995 **\$17,713**

**EXHIBIT II.K
TAX RETURNS**

U.S. Corporation Income Tax Return

For calendar year 1995 or tax year beginning 1995, ending 1995, ending
Instructions are separate. See page 1 for Paperwork Reduction Act Notice.

OMB No. 1545-0123
1995

- A Check if a:
- 1 Consolidated return (attach Form 851) ☐
 - 2 Personal holding co (attach Sch. PH) ☐
 - 3 Personal service corp. (as defined in Temporary Regs. sec. 1.441-4T—see instructions) ☐

Use IRS label. Other-wise, print c type.

ZJ 59-3170602
SEVEN RIVERS UTILITIES INC
PO BOX 26572
TAMPA
FL 33623 595 S

B Employer identification number
59 3170602
C Date incorporated
3/13/92
D Total assets (see page 6 of instructions)

E Check applicable boxes:

- (1) ☐ Initial return (2) ☐ Final return (3) ☐ Change of address

1a	Gross receipts or sales	27328	b Less returns and allowances		c Bal	1c	105,943
2	Cost of goods sold (Schedule A, line 8)					2	27,328
3	Gross profit. Subtract line 2 from line 1c					3	27,328
4	Dividends (Schedule C, line 19)					4	
5	Interest					5	
6	Gross rents					6	
7	Gross royalties					7	
8	Capital gain net income (attach Schedule D (Form 1120))					8	
9	Net gain or (loss) from Form 4797, Part II, line 20 (attach Form 4797)					9	
10	Other income (see page 7 of instructions—attach schedule)					10	1,072
11	Total income. Add lines 3 through 10					11	28,400

Deductions (See instructions for limitations on deductions.)

12	Compensation of officers (Schedule E, line 4)					12	
13	Salaries and wages (less employment credits)					13	
14	Repairs and maintenance					14	
15	Bad debts					15	
16	Rents					16	
17	Taxes and licenses					17	
18	Interest					18	
19	Charitable contributions (see page 9 of instructions for 10% limitation)					19	1,510
20	Depreciation (attach Form 4562)					20	50
21	Less depreciation claimed on Schedule A and elsewhere on return	20	2017			21a	
22	Depletion					21b	2017
23	Advertising					22	
24	Pension, profit-sharing, etc., plans					23	
25	Employee benefit programs					24	
26	Other deductions (attach schedule)					25	
27	Total deductions. Add lines 12 through 26					26	27,262
28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11					27	30,839
29	Less: a Net operating loss deduction (see page 11 of instructions)					28	<2,439>
	b Special deductions (Schedule C, line 20)					29a	
						29b	

Tax and Payments

30	Taxable income. Subtract line 29c from line 28					30	<2,439>
31	Total tax (Schedule J, line 10)					31	-0-
32	Payments: a 1994 overpayment credited to 1995	32a				32a	
	b 1995 estimated tax payments	32b				32b	
	c Less 1995 refund applied for on Form 4466	32c				32c	
	d Tax deposited with Form 7004					32d	
	e Credit from regulated investment companies (attach Form 2439)					32e	
	f Credit for Federal tax on fuels (attach Form 4136). See instructions					32f	
	g Estimated tax penalty (see page 12 of instructions). Check if Form 2220 is attached					32g	
33	Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed					32h	-0-
34	Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid					33	-0-
35	Enter amount of line 35 you want: Credited to 1996 estimated tax					34	-0-
36						35	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer: *John H. Hotaling* Date: 4-8-96 Title: President

Paid Preparer's Use Only

Preparer's signature: *Steve Rios* Date: 4/8/96
Firm's name (or yours if self-employed) and address: LEDGER PLUS, 8910 N. DALE MARY SUITE 12, TAMPA, FL
Check if self-employed ☐ Preparer's social security number: 487 54 6455
EIN: 59 3148382
ZIP code: 33614

Form 1120 (1995)

Schedule A Cost of Goods Sold (See page 12 of instructions.)

1	Inventory at beginning of year	
2	Purchases	
3	Cost of labor	
4	Additional section 263A costs (attach schedule)	
5	Other costs (attach schedule)	
6	Total. Add lines 1 through 5	
7	Inventory at end of year	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	
9a	Check all methods used for valuing closing inventory:	
	(i) ☐ Cost as described in Regulations section 1.471-3	
	(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4	
	(iii) ☐ Other (Specify method used and attach explanation.)	
b	Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c)	☐
c	Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)	☐
d	If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO	9d ☐ Yes ☐ No
e	Do the rules of section 263A (for property produced or acquired for resale) apply to the corporation?	☐ Yes ☐ No
f	Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation	☐ Yes ☐ No

Schedule C Dividends and Special Deductions (See page 13 of instructions.)

	(a) Dividends received	(b) %	(c) Special deductions (a) x (b)
1	Dividends from less-than-20%-owned domestic corporations that are subject to the 70% deduction (other than debt-financed stock)	70	
2	Dividends from 20%-or-more-owned domestic corporations that are subject to the 80% deduction (other than debt-financed stock)	80	
3	Dividends on debt-financed stock of domestic and foreign corporations (section 246A)	see instructions	
4	Dividends on certain preferred stock of less-than-20%-owned public utilities	42	
5	Dividends on certain preferred stock of 20%-or-more-owned public utilities	48	
6	Dividends from less-than-20%-owned foreign corporations and certain FSCs that are subject to the 70% deduction	70	
7	Dividends from 20%-or-more-owned foreign corporations and certain FSCs that are subject to the 80% deduction	80	
8	Dividends from wholly owned foreign subsidiaries subject to the 100% deduction (section 245(b))	100	
9	Total. Add lines 1 through 8. See page 13 of instructions for limitation		
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958	100	
11	Dividends from certain FSCs that are subject to the 100% deduction (section 245(c)(1))	100	
12	Dividends from affiliated group members subject to the 100% deduction (section 243(a)(3))	100	
13	Other dividends from foreign corporations not included on lines 3, 6, 7, 8, or 11		
14	Income from controlled foreign corporations under subpart F (attach Form(s) 5471)		
15	Foreign dividend gross-up (section 78)		
16	IC-DISC and former DISC dividends not included on lines 1, 2, or 3 (section 246(d))		
17	Other dividends		
18	Deduction for dividends paid on certain preferred stock of public utilities		
19	Total dividends. Add lines 1 through 17. Enter here and on line 4, page 1		
20	Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on line 29b, page 1		

Schedule E Compensation of Officers (See instructions for line 12, page 1.)
Complete Schedule E only if total receipts (line 1a plus lines 4 through 10 on page 1, Form 1120) are \$500,000 or more.

(a) Name of officer	(b) Social security number	(c) Percent of time devoted to business	Percent of corporation stock owned		(f) Amount of compensation
			(d) Common	(e) Preferred	
1		%	%	%	
		%	%	%	
		%	%	%	
		%	%	%	
		%	%	%	
2	Total compensation of officers				
3	Compensation of officers claimed on Schedule A and elsewhere on return				
4	Subtract line 3 from line 2. Enter the result here and on line 12, page 1				

Schedule J Tax Computation (See page 14 of instructions.)

1 Check if the corporation is a member of a controlled group (see sections 1561 and 1563) ☐			
Important: Members of a controlled group, see instructions on page 14.			
2a If the box on line 1 is checked, enter the corporation's share of the \$50,000, \$25,000, and \$9,925,000 taxable income brackets (in that order):			
(1) \$	(2) \$	(3) \$	
b Enter the corporation's share of:			
(1) Additional 5% tax (not more than \$11,750)	\$		
(2) Additional 3% tax (not more than \$100,000)	\$		
3 Income tax. Check this box if the corporation is a qualified personal service corporation as defined in section 448(d)(2) (see instructions on page 15). ☐		3	- 0 -
4a Foreign tax credit (attach Form 1118)	4a		
b Possessions tax credit (attach Form 5735)	4b		
c Check: ☐ Nonconventional source fuel credit ☐ QEV credit (attach Form 8834)	4c		
d General business credit. Enter here and check which forms are attached:	4d		
☐ 3800 ☐ 3468 ☐ 5884 ☐ 6478 ☐ 6765 ☐ 8586 ☐ 8830			
☐ 8826 ☐ 8835 ☐ 8844 ☐ 8845 ☐ 8846 ☐ 8847			
e Credit for prior year minimum tax (attach Form 8827)	4e		
5 Total credits. Add lines 4a through 4e	5		- 0 -
6 Subtract line 5 from line 3	6		- 0 -
7 Personal holding company tax (attach Schedule PH (Form 1120))	7		
8 Recapture taxes. Check if from: ☐ Form 4255 ☐ Form 8611	8		
9a Alternative minimum tax (attach Form 4626)	9a		
b Environmental tax (attach Form 4626)	9b		
10 Total tax. Add lines 6 through 9b. Enter here and on line 31, page 1	10		- 0 -

Schedule K Other Information (See page 17 of instructions.)

1 Check method of accounting: a ☐ Cash	Yes	No	7 Was the corporation a U.S. shareholder of any controlled foreign corporation? (See sections 951 and 957.) ☐	Yes	No
b ☒ Accrual c ☐ Other (specify) ▶			If "Yes," attach Form 5471 for each such corporation. Enter number of Forms 5471 attached ▶		
2 See page 19 of the instructions and state the principal:			8 At any time during the 1995 calendar year, did the corporation have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? ☐		
a Business activity code no. ▶ 4990			If "Yes," the corporation may have to file Form TD F 90-22.1. If "Yes," enter name of foreign country ▶		
b Business activity ▶ UTILITY			9 Was the corporation the grantor of, or transferor to, a foreign trust that existed during the current tax year, whether or not the corporation has any beneficial interest in it? If "Yes," the corporation may have to file Forms 926, 3520, or 3520-A ☐		
c Product or service ▶ WATER			10 Did one foreign person at any time during the tax year own, directly or indirectly, at least 25% of: (a) the total voting power of all classes of stock of the corporation entitled to vote, or (b) the total value of all classes of stock of the corporation? If "Yes,"		
3 Did the corporation at the end of the tax year own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) ☐			a Enter percentage owned ▶		
If "Yes," attach a schedule showing: (a) name and identifying number, (b) percentage owned, and (c) taxable income or (loss) before NOL and special deductions of such corporation for the tax year ending with or within your tax year.			b Enter owner's country ▶		
4 Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? ☐			c The corporation may have to file Form 5472. Enter number of Forms 5472 attached ▶		
If "Yes," enter employer identification number and name of the parent corporation ▶			11 Check this box if the corporation issued publicly offered debt instruments with original issue discount ☐		
5 Did any individual, partnership, corporation, estate or trust at the end of the tax year own, directly or indirectly, 50% or more of the corporation's voting stock? (For rules of attribution, see section 267(c).) ☐			If so, the corporation may have to file Form 8281.		
If "Yes," attach a schedule showing name and identifying number. (Do not include any information already entered in 4 above.) Enter percentage owned ▶ 100%			12 Enter the amount of tax-exempt interest received or accrued during the tax year ▶ \$ - 0 -		
6 During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? (See secs. 301 and 316.) ☐			13 If there were 35 or fewer shareholders at the end of the tax year, enter the number ▶ 1		
If "Yes," file Form 5452. If this is a consolidated return, answer here for the parent corporation and on Form 851, Affiliations Schedule, for each subsidiary.			14 If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here ☒		
			15 Enter the available NOL carryover from prior tax years (Do not reduce it by any deduction on line 29a.) ▶ \$ 15011		

Schedule L Balance Sheets

Page 4

	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash				
2a Trade notes and accounts receivable		777		<669>
b Less allowance for bad debts	()		2,305	
3 Inventories				2,305
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach schedule)		<1,683>		
7 Loans to stockholders				
8 Mortgage and real estate loans				
9 Other investments (attach schedule)				
10a Buildings and other depreciable assets	187,656		187,656	
b Less accumulated depreciation	(27,908)	108,748	(83,349)	104,307
11a Depletable assets				
b Less accumulated depletion	()			
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	()			
14 Other assets (attach schedule)				
15 Total assets		108,842		105,943
Liabilities and Stockholders' Equity				
16 Accounts payable				11,307
17 Mortgages, notes, bonds payable in less than 1 year		9,094		
18 Other current liabilities (attach schedule)		1,246		1,997
19 Loans from stockholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach schedule)		94,592		90,943
22 Capital stock: a Preferred stock				
b Common stock	90	90	90	90
23 Paid-in or capital surplus		25,910		25,910
24 Retained earnings—Appropriated (attach schedule)				
25 Retained earnings—Unappropriated		<22,090>		<24,304>
26 Less cost of treasury stock				
27 Total liabilities and stockholders' equity		108,842		105,943

Note: You are not required to complete Schedules M-1 and M-2 below if the total assets on line 15, column (d) of Schedule L are less than \$25,000.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return (See page 18 of instructions.)

1 Net income (loss) per books <Loss>	<2,214>	7 Income recorded on books this year not included on this return (itemize):	
2 Federal income tax		Tax-exempt interest \$	
3 Excess of capital losses over capital gains		Amortization—CIAC 4,721	4,721
4 Income subject to tax not recorded on books this year (itemize): CONTRIBUTIONS IN AID OF CONSTRUCTION 1,072	1,072	8 Deductions on this return not charged against book income this year (itemize):	
5 Expenses recorded on books this year not deducted on this return (itemize):		a Depreciation \$ 2,017	
a Depreciation \$ 5,441	5,441	b Contributions carryover \$	
b Contributions carryover \$		9 Add lines 7 and 8	2,017
c Travel and entertainment \$		10 Income (line 28, page 1)—line 6 less line 9	6,738
6 Add lines 1 through 5	4,299		<24,304>

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)

1 Balance at beginning of year	<22,090>	5 Distributions: a Cash	
2 Net income (loss) per books <Loss>	<2,214>	b Stock	
3 Other increases (itemize):		c Property	
		6 Other decreases (itemize):	
		7 Add lines 5 and 6	-0-
4 Add lines 1, 2, and 3	<24,304>	8 Balance at end of year (line 4 less line 7)	<24,304>

Form **4562**Department of the Treasury
Internal Revenue Service (T)**Depreciation and Amortization**
(Including Information on Listed Property)

OMB No. 1545-0172

1995Attachment
Sequence No. **67**Identifying number
59-3170602

Name(s) shown on return

SEVEN RIVERS UTILITIES, INC.

Business or activity to which this form relates

WATER UTILITY

▶ See separate instructions.

▶ Attach this form to your return.

Part I**Election To Expense Certain Tangible Property (Section 179) (Note: If you have any "Listed Property," complete Part V before you complete Part I.)**

1	Maximum dollar limitation. If an enterprise zone business, see page 1 of the instructions.	1	\$17,500
2	Total cost of section 179 property placed in service during the tax year. See page 2 of the instructions.	2	
3	Threshold cost of section 179 property before reduction in limitation.	3	\$200,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see page 2 of the instructions.	5	
6	(a) Description of property	(b) Cost	(c) Elected cost
7	Listed property. Enter amount from line 27.	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7.	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8.	9	
10	Carryover of disallowed deduction from 1994. See page 2 of the instructions.	10	
11	Taxable income limitation. Enter the smaller of taxable income (not less than zero) or line 5 (see instructions).	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11.	12	
13	Carryover of disallowed deduction to 1996. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property (automobiles, certain other vehicles, cellular telephones, certain computers, or property used for entertainment, recreation, or amusement). Instead, use Part V for listed property.

Part II**MACRS Depreciation For Assets Placed In Service ONLY During Your 1995 Tax Year (Do Not Include Listed Property.)****Section A—General Asset Account Election**

14 If you are making the election under section 168(l)(4) to group any assets placed in service during the tax year into one or more general asset accounts, check this box. See page 2 of the instructions. ☐

(a) Classification of property

(b) Month and year placed in service

(c) Basis for depreciation (business/investment use only—see instructions)

(d) Recovery period

(e) Convention

(f) Method

(g) Depreciation deduction

Section B—General Depreciation System (GDS) (See page 2 of the instructions.)

15a	3-year property					
b	5-year property					
c	7-year property					
d	10-year property					
e	15-year property					
f	20-year property					
g	Residential rental property		27.5 yrs.	MM	S/L	
h	Nonresidential real property		27.5 yrs.	MM	S/L	
			39 yrs.	MM	S/L	
				MM	S/L	

Section C—Alternative Depreciation System (ADS) (See page 4 of the instructions.)

16a	Class life					
b	12-year				S/L	
c	40-year		12 yrs.		S/L	
			40 yrs.	MM	S/L	

Part III**Other Depreciation (Do Not Include Listed Property.) (See page 4 of the instructions.)**

17	GDS and ADS deductions for assets placed in service in tax years beginning before 1995.	17	2017
18	Property subject to section 168(f)(1) election.	18	
19	ACRS and other depreciation.	19	

Part IV**Summary (See page 4 of the instructions.)**

20	Listed property. Enter amount from line 26.	20	
21	Total. Add deductions on line 12, lines 15 and 16 in column (g), and lines 17 through 20. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions.	21	2017
22	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs.	22	

For Paperwork Reduction Act Notice, see page 1 of the separate instructions.

Cat. No. 12906N

Form **4562** (1995)

Part V**Listed Property—Automobiles, Certain Other Vehicles, Cellular Telephones, Certain Computers, and Property Used for Entertainment, Recreation, or Amusement**

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 23a, 23b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A—Depreciation and Other Information (Caution: See page 5 of the instructions for limitations for automobiles.)

23a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No 23b If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/Convention	(h) Depreciation deduction	(i) Elected section 179 cost
---	-------------------------------	---	----------------------------	--	------------------------	--------------------------	-------------------------------	---------------------------------

24 Property used more than 50% in a qualified business use (See page 5 of the instructions.):

		%						
		%						
		%						

25 Property used 50% or less in a qualified business use (See page 5 of the instructions.):

		%			S/L -			
		%			S/L -			
		%			S/L -			

26 Add amounts in column (h). Enter the total here and on line 20, page 1.

27 Add amounts in column (i). Enter the total here and on line 7, page 1.

26

27

Section B—Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1	(b) Vehicle 2	(c) Vehicle 3	(d) Vehicle 4	(e) Vehicle 5	(f) Vehicle 6
28 Total business/investment miles driven during the year (DO NOT include commuting miles)						
29 Total commuting miles driven during the year						
30 Total other personal (noncommuting) miles driven						
31 Total miles driven during the year. Add lines 28 through 30.						
	Yes	No	Yes	No	Yes	No
32 Was the vehicle available for personal use during off-duty hours?						
33 Was the vehicle used primarily by a more than 5% owner or related person?						
34 Is another vehicle available for personal use?						

Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons.

	Yes	No
35 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
36 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See page 6 of the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
37 Do you treat all use of vehicles by employees as personal use?		
38 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
39 Do you meet the requirements concerning qualified automobile demonstration use? See page 6 of the instructions		

Note: If your answer to 35, 36, 37, 38, or 39 is "Yes," you need not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
40 Amortization of costs that begins during your 1995 tax year:					
41 Amortization of costs that began before 1995					
42 Total. Enter here and on "Other Deductions" or "Other Expenses" line of your return				41	42

Form **7004**
(Rev. June 1995)

Application for Automatic Extension of Time To File Corporation Income Tax Return

OMB No. 1545-0233

Department of the Treasury
Internal Revenue Service

Employer identification number
59-3170602

Name of corporation

SEVEN RIVERS UTILITIES, INC.

Number, street, and room or suite no. (If a P.O. box or outside the United States, see instructions.)

P.O. Box 26572

City or town, state, and ZIP code

TAMPA, FLORIDA 33623

Check type of return to be filed:

☒ Form 1120

☐ Form 1120-A

☐ Form 1120-F

☐ Form 1120-FSC

☐ Form 1120-H

☐ Form 1120-L

☐ Form 1120-ND

☐ Form 1120-PC

☐ Form 1120-POL

☐ Form 1120-REIT

☐ Form 1120-RIC

☐ Form 1120S

☐ Form 1120-SF

☐ Form 990-C

☐ Form 990-T

Form 1120-F filers: Check here if you do not have an office or place of business in the United States ☐

1a I request an automatic 6-month (or, for certain corporations, 3-month) extension of time until **SEPTEMBER 16, 1996** to file the income tax return of the corporation named above for ☒ calendar year 19 **95** or ☐ tax year beginning 19....., and ending 19.....

b If this tax year is for less than 12 months, check reason:
☐ Initial return ☐ Final return ☐ Change in accounting period

☐ Consolidated return to be filed

2 If this application also covers subsidiaries to be included in a consolidated return, complete the following:

Name and address of each member of the affiliated group	Employer identification number	Tax period

3 Tentative tax (see instructions).

4 Credits:

a Overpayment credited from prior year.

b Estimated tax payments for the tax year

c Less refund for the tax year applied for on Form 4466

e Credit from regulated investment companies

f Credit for Federal tax on fuels

4a	
4b	
4c	

Bel

4d	
4e	
4f	

5 Total. Add lines 4d through 4f

6 Balance due. Subtract line 5 from line 3. Deposit this amount electronically or with a Federal Tax Deposit (FTD) Coupon (see instructions)

Signature. Under penalties of perjury, I declare that I have been authorized by the above-named corporation to make this application, and to the best of my knowledge and belief, the statements made are true, correct, and complete.

(Signature of officer or agent)

C.O.A.
(Title)

2/13/96
(Date)

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 8-95)

Seven Rivers Utilities, Inc.
59-3170602
Form 1120
12/31/95

Page 1, Line 10, Other Income

Contributions in Aid
of Construction

1,072

1,072
=====

Page 1, Line 26, Other Deductions

Bank Service Charges	78
Contractual Services	17,135
Laboratory Fees	892
Legal	908
Licenses and Fees	960
Miscellaneous Expense	2,233
Office Expense and Supplies	139
Postage	468
PSC Regulation Expense	1,343
Purchased Power	1,871
Regulatory Assessment Fee	1,230
Travel	5

27,262
=====

Page 3, Sch. K, Other
Information, Line 5

John H. Hotaling
SS#: 071-32-0367

Seven Rivers Utilities, Inc.
59-3170602
Form 1120
12/31/95

Page 4, Sch. L, Line 18,
Other Current Liabilities

Customer Deposits
Accrued Taxes

767
1,230

1,997
=====

Page 4, Sch. L, Line 21,
Other Liabilities

Contr. in Aid of Constr.
Amortization - CIAC

157,364
(66,421)

90,943
=====

Seven Rivers Utilities, Inc.
59-3170602
Form 1120
12/31/95

Net Operating Loss Carryover

Net Loss generated 12/31/92
Net Loss generated 12/31/93
Net Loss generated 12/31/94

NOL
Carryover
to
12/31/95

112
13,587
1,312

15,011
=====

Exhibit II K

Tax Returns. Crystal River Utilities, Inc. has requested copies of Seller's tax returns for the years following the most recent rate case order on Seven Rivers Utilities, Inc. in 1995. CRU will continue its best efforts to obtain those returns during the application process. (Please see correspondence attached as Exhibit II.K.1 and Exhibit II.K.2).

Exhibit II L

Condition of System. Crystal River Utilities, Inc. conducted personal and outside professional investigations on the water systems of Seven Rivers Utilities, Inc.. In addition, a complete review of all files at the Florida Department of Environmental Regulation was performed. No outstanding consent orders are pending against Seven Rivers Utilities, Inc.. To the best of our knowledge, there are no outstanding violations with the DEP on this system. Several minor repairs were made by the Seller prior to closing.

Exhibit III A.

Late filing.

Exhibit III B.

Late filing.

Exhibit III C.

Late filing.

EXHIBIT V.A

15-ACC
33.40 Del This Instrument Prepared By and
Return To:

JESSE E. GRAHAM, ESQ/gsc
Graham, Clark, Jones, Pratt & Marks &
369 N. New York Avenue
Winter Park, Florida 32790

Property Tax Parcel

ID Numbers: Parcel 1: 22-19-17-0110-03490-0100
Parcel 2: 36-19-17-0210-00420-0090
Parcel 3: 25-19-17-1D0B0-0011

THIS WARRANTY DEED, made this 7th day of March, 1996 by

SEVEN RIVERS UTILITIES, INC., a Florida corporation

whose post office address is:

P. O. Box 26572
Tampa, Florida 33623

hereinafter called the Grantor, to

CRYSTAL RIVER UTILITIES, INC., a Florida corporation

whose post office address is:

P. O. Box 520247
Longwood, Florida 32752

hereinafter called the Grantee:

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

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Citrus County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO

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

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

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said

898224

BK1123FS0539

FILED & RECORDED
CITRUS COUNTY, FLORIDA
REC'D STRIFLER, CLERK

'96 MAR 21 PM 2 04

BK 1123PG0540

land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to January 1, 1996, and covenants, restrictions, agreements, reservations and easements of record, if any, however this reference does not serve to reimpose same.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESS:

Deanna H. Hotaling

Print Name: Deanna H. Hotaling

Christina N. Reebe

Print Name: Christina N. Reebe

SEVEN RIVERS UTILITIES, INC., a
Florida corporation

BY: John H. Hotaling
John H. Hotaling

As its: PRESIDENT

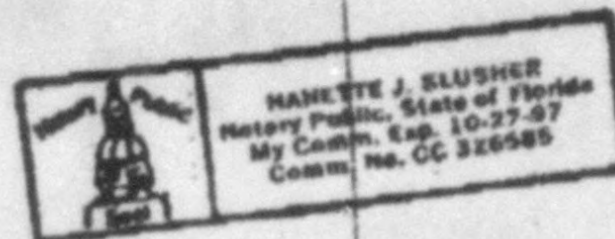
ADDRESS: P.O. BOX 26572
TAMPA, FLORIDA 33623

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of March, 1996 by JOHN H. HOTALING, as PRESIDENT of SEVEN RIVERS UTILITIES, INC., a Florida corporation, who is (a) ✓ personally known to me or (b) _____ has produced _____ as identification.

Nanette J. Slusher
Notary Public

Print Name: NANETTE J. SLUSHER
My Commission Expires:



\\gyla\crystal\citrus.dod

Documentary Tax Paid

\$ 33.60

Intangible Tax Paid

\$ - 0 -

Betty Griffin

Clerk of Circuit Court

Citrus County, Florida

By: CA Badley D.C.

BK 1123 PG 0541

PARCEL 1EXHIBIT "A"

Lot 10 in Block 349 of VILLA TERRACE UNIT NUMBER ELEVEN OF HOMOSASSA, according to the plat thereof, recorded in Plat Book 1, Page 52 of the Public Records of Citrus County, Florida. TOGETHER with the SUBJECT to covenants, easements and restrictions of record.

PARCEL 2

Parcel 9 in Lot 42 of GREEN ACRES ADDITION NUMBER ONE, being further described as follows:

COMMENCE at the Northeast corner of Lot 42 in GREEN ACRES ADDITION NUMBER ONE, according to the plat thereof, recorded in Plat Book 5, Pages 6 and 7 of the Public Records of Citrus County, Florida; THENCE S00°15'11"W along the East line of said Lot 42 a distance of 258.34 feet to the POINT OF BEGINNING; THENCE continue S00°15'11" along said East line a distance of 160.00 feet; THENCE S88°40'26"W a distance of 168.32 feet; THENCE N00°14'49"E a distance of 160.00 feet; THENCE N88°40'26"E a distance of 168.35 feet to the POINT OF BEGINNING.

SUBJECT to an ingress and egress easement across the West 10.00 feet thereof for road right-of-way.

TOGETHER with and SUBJECT to covenants, easements and restrictions of record.

PARCEL 3

A parcel of land in Section 25, Township 19 South, Range 17 East, Citrus County, Florida comprised of the North 56.00 feet of the West 40.00 feet of Lot 1 in Block B of KENWOOD NORTH, an unrecorded subdivision, being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 19 South, Range 17 East, said corner also being the Southeast corner of Lot 257 of Green Acres Addition Number 6 Unit Number 2, according to the plat thereof, recorded in Plat Book 7, Pages 70 thru 72, inclusive, of the Public Records of Citrus County, Florida; THENCE N00°25'47"W along the West line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 25 a distance of 1232.98 feet to the POINT OF BEGINNING; THENCE continue N00°25'47"W along said West line a distance of 56.00 feet to the Southerly right-of-way line of Grover Cleveland Boulevard; THENCE S89°58'00"E along said right-of-way line a distance of 40.00 feet; THENCE 00°25'47"E a distance of 56.00 feet; THENCE N89°53'42"W a distance of 40.00 feet to the POINT OF BEGINNING.

TOGETHER with and SUBJECT to covenants, easements and restrictions of record.

MEADOW DRIVE

Legal Description

Parcel 9 in Lot 42 of GREEN ACRES ADDITION NUMBER ONE, being further described as follows:

COMMENCE at the Northeast corner of Lot 42 in GREEN ACRES ADDITION NUMBER ONE, according to the plat thereof, recorded in Plat Book 5, Pages 6 and 7 of the Public Records of Citrus County, Florida; THENCE S.00°15'11"W. along the East line of said Lot 42 a distance of 258.34 feet to the POINT OF BEGINNING; THENCE continue S.00°15'11"W. along said East line a distance of 160.00 feet; THENCE S.88°40'26"W. a distance of 168.32 feet; THENCE N.00°14'49"E. a distance of 160.00 feet; THENCE N.88°40'26"E. a distance of 168.35 feet to the POINT OF BEGINNING. SUBJECT to an ingress and egress easement across the West 10.00 feet thereof for road right-of-way. TOGETHER with and SUBJECT to covenants, easements and restrictions of record.

SURVEYORS NOTES:

1. Basis of Bearing: The centerline of South Jeffrey Point, establishing a bearing of N.00°14'49"E., per description, assumed datum.
2. Description furnished.
3. Basis for Survey: Client request, existing monumentation, unrecorded plat of Lot 42 dated: 12-11-1975 and Official Records Book and Page 0931/1898.
4. No underground foundations, installations or improvements have been located except as shown.
5. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished this surveyor, except as noted.
6. This survey was performed without the benefit of a title search.
7. There may be additional restrictions that are not shown on this Survey that may be found in the Public Records of Citrus County, Florida.
8. Property lies in Section 31, Township 19 South, Range 18 East.
9. Boundary and Location Survey.
10. Improvement ties are perpendicular and/or radial to property lines.
11. Property appears to lie in Flood Zone "C", per Flood Insurance Rate Map, Community Panel Number: 120063 0220 B, effective date: August 15, 1984.
12. Property contains: 0.62 acres more or less.

LEGEND/ABBREVIATIONS

- | | |
|-----|--|
| □ | FOUND 4"x4" CONCRETE MONUMENT (UNIDENTIFIED) |
| Δ | DESCRIPTIVE POINT |
| ⊗ | UTILITY POLE |
| ⊙ | 4" WELL |
| ■ | CONTROL BOX |
| ■ | WATER VALVE |
| ○ | HOSE BIB |
| ▬ | CONCRETE SLABS |
| — | OVERHEAD UTILITY LINES |
| (D) | PER DESCRIPTION |
| (F) | FIELD VERIFIED |
| (C) | CALCULATED |
| (U) | PER UNRECORDED PLAT OF LOT 42 |

1" = 20'

SCALE

SHADES

DRAWN BY

95-790

PROJECT NUMBER

12/13/1995

MAP DATE

11/21/1995

Certified to: Crystal River Utilities, Inc.; Lawyers Title



McKean & Assoc.
Surveyors, Inc.

435 U.S. Highway 41 South Inverness, Fl. 34450-8401

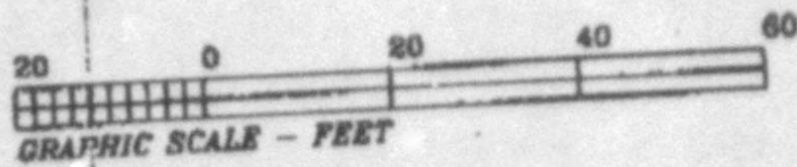
SURVEYORS CERTIFICATE

This certifies that a survey of the herein described property was made under my supervision and made or caused to be made in accordance with the standards and methods set forth by the Florida Board of Professional Surveyors and Mapmakers in Chapter 4617-6, Florida Administrative Code, pursuant to Section 475.007, Florida Statutes.

David K. McKean, P.L.S.

David K. McKean

POINT OF COMMENCEMENT
NE CORNER, LOT 42



S.00°14'28"W. - 258.34' (F)
S.00°15'11"W. - 258.34' (D)

PARCEL 4 OF LOT 42

PARCEL 10 OF LOT 42

N.88°40'26"E. - 168.35' (D) N.88°38'17"E. - 168.22' (C)

POINT OF BEGINNING

158.34' (U) 158.20' (F)

10.00' (D)

N.00°14'49"E. - 159.98' (G)
N.00°14'49"E. - 160.00' (D)

SOUTH JEFFREY POINT

20.00' INGRESS & EGRESS EASEMENT

160.00' (D) 160.01' (F)

ONE STORY
STRUCTURE

7' CONCRETE - 16.5' METAL ROOF

PARCEL 3 OF LOT 42

PARCEL 2 OF LOT 42

208.73' (U)

10' PAVEMENT

S.88°40'26"W. - 168.32' (D) S.88°39'22"W. - 168.35' (C)

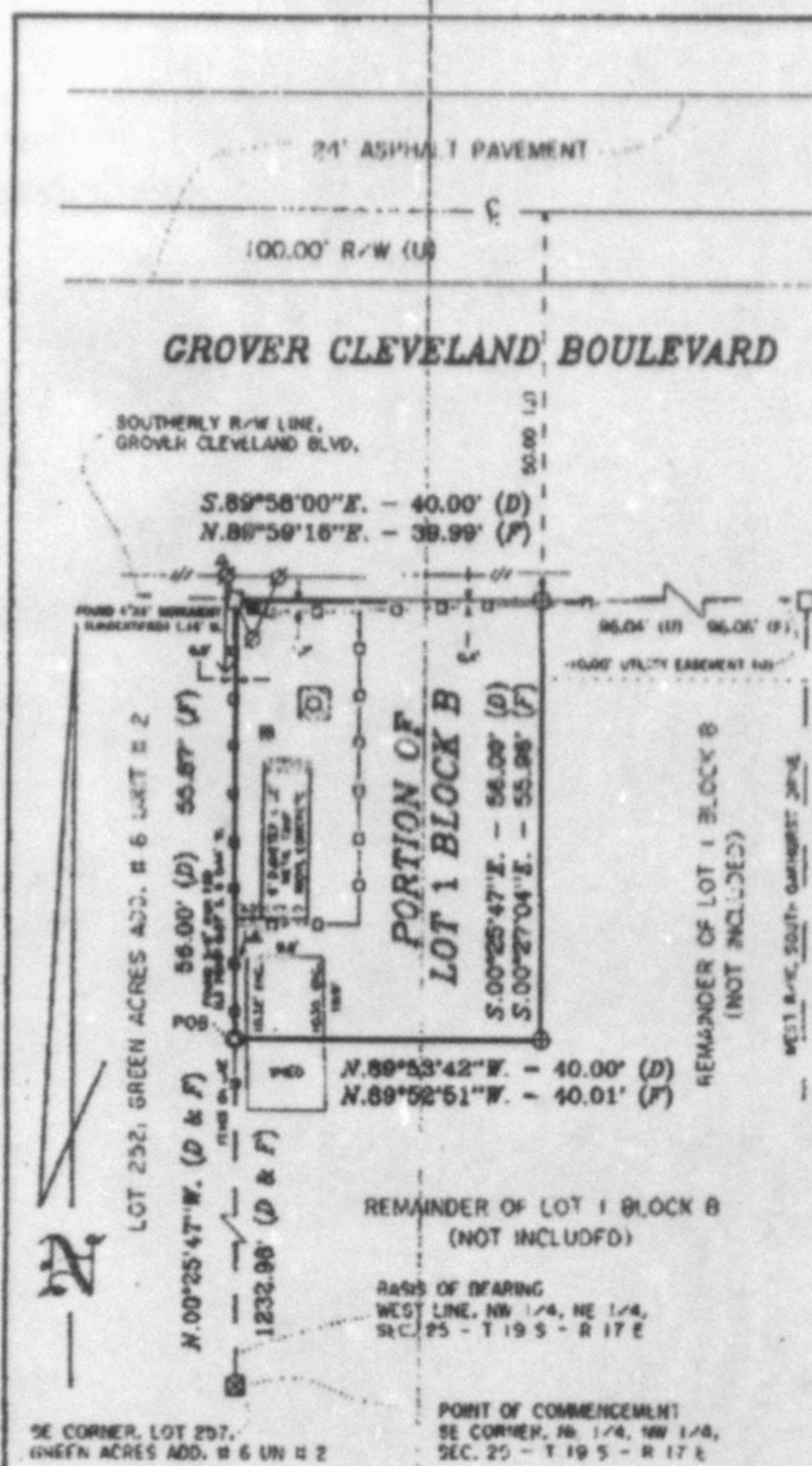
PARCEL 8 OF LOT 42

158.31' (U) 158.34' (F)

S.00°15'11"W. - 160.00' (D) S.00°11'56"W. - 160.03' (F)

NORTH R/W LINE OF WEST MEADOW STREET

KENWOOD N.

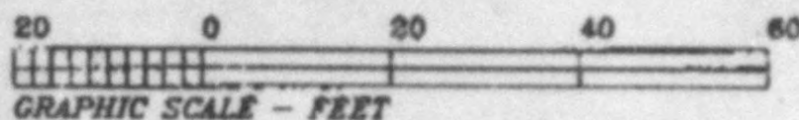


Legal Description

A parcel of land in Section 25, Township 19 South, Range 17 East, Citrus County, Florida comprised of the North 56.00 feet of the West 40.00 feet of Lot 1 in Block B of KENWOOD NORTH, an unrecorded subdivision, being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 19 South, Range 17 East, said corner also being the Southeast corner of Lot 257 of Green Acres Addition Number 6 Unit Number 2, according to the plat thereof, recorded in Plat Book 7, Pages 70 thru 72, inclusive, of the Public Records of Citrus County, Florida; THENCE N.00°25'47"W. along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 25 a distance of 1232.98 feet to the POINT OF BEGINNING; THENCE continue N.00°25'47"W. along said West line a distance of 56.00 feet to the Southerly right-of-way line of Grover Cleveland Boulevard; THENCE S.89°58'00"E. along said right-of-way line a distance of 40.00 feet; THENCE S.00°25'47"E. a distance of 56.00 feet; THENCE N.89°53'42"W. a distance of 40.00 feet to the POINT OF BEGINNING.

TOGETHER with and SUBJECT to covenants, easements and restrictions of record.



SURVEYORS NOTES:

1. Basis of Bearing: The West line of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 17 East, establishing a bearing of N.00°25'47"W...per description, assumed datum.
2. Description furnished.
3. Basis for Survey: Client request, existing monumentation, adjoining record plat, unrecorded plat of KENWOOD NORTH and Official Records Book and Page 0976/2140.
4. No underground foundations, installations or improvements have been located except as shown.
5. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished this surveyor, except as noted.
6. This survey was performed without the benefit of a title search.
7. There may be additional restrictions that are not shown on this Survey that may be found in the Public Records of Citrus County, Florida.
8. Property lies in Section 25, Township 19 South, Range 17 East.
9. Boundary and Location Survey.
10. Improvement lines are perpendicular and/or radial to property lines.
11. Property appears to lie in Flood Zone 'C', per Flood Insurance Rate Map, Community Panel Number: 120063 0220 B, effective date: August 15, 1984.
12. Property contains: 0.05 acres more or less.

LEGEND/ABBREVIATIONS

- SET 5/8" IRON ROD (LB 0006478)
- FOUND 4"x4" CONCRETE MONUMENT (UNIDENTIFIED)
- FOUND 5/8" IRON ROD (LB 2610)
- FOUND 3"x3" CONCRETE MONUMENT (UNIDENTIFIED)
- UTILITY POLE
- △ UTILITY SPICE BOX
- CONTROL BOX
- UNDERGROUND CABLE MARKER
- CONCRETE SLABS
- 6' HIGH WOOD FENCE
- CENTERLINE OF R/W
- OVERHEAD UTILITY LINES
- (D) PER DESCRIPTION
- (F) FIELD VERIFIED
- (U) PER UNRECORDED PLAT OF KENWOOD NORTH
- ENC ENCROACHMENT
- SEC SECTION
- T TOWNSHIP
- R RANGE
- POB POINT OF BEGINNING
- 4" WELL
- ← GUY ANCHOR

1" = 20'
SCALE
SHADES
DRAWN BY
95-789
PROJECT NUMBER
12/19/1995
DATE
11/21/1995
FIELD DATE
279/26, 243/27
FIELD VOLUME

Certified to: Crystal River Utilities, Inc.; Lawyers Title



McKean & Assoc.
Surveyors, Inc.

625 U.S. Highway 41 South Inverness, FL 34450-6401

(904) 344-3555

FAX (904) 344-8254

SURVEYORS CERTIFICATE

This certifies that a survey of the herein described property was made under my supervision and meets or exceeds the minimum technical standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61C17-6, Florida Administrative Code, pursuant to Section 479.027, Florida Statutes.

David R. McKean, P.L.S.

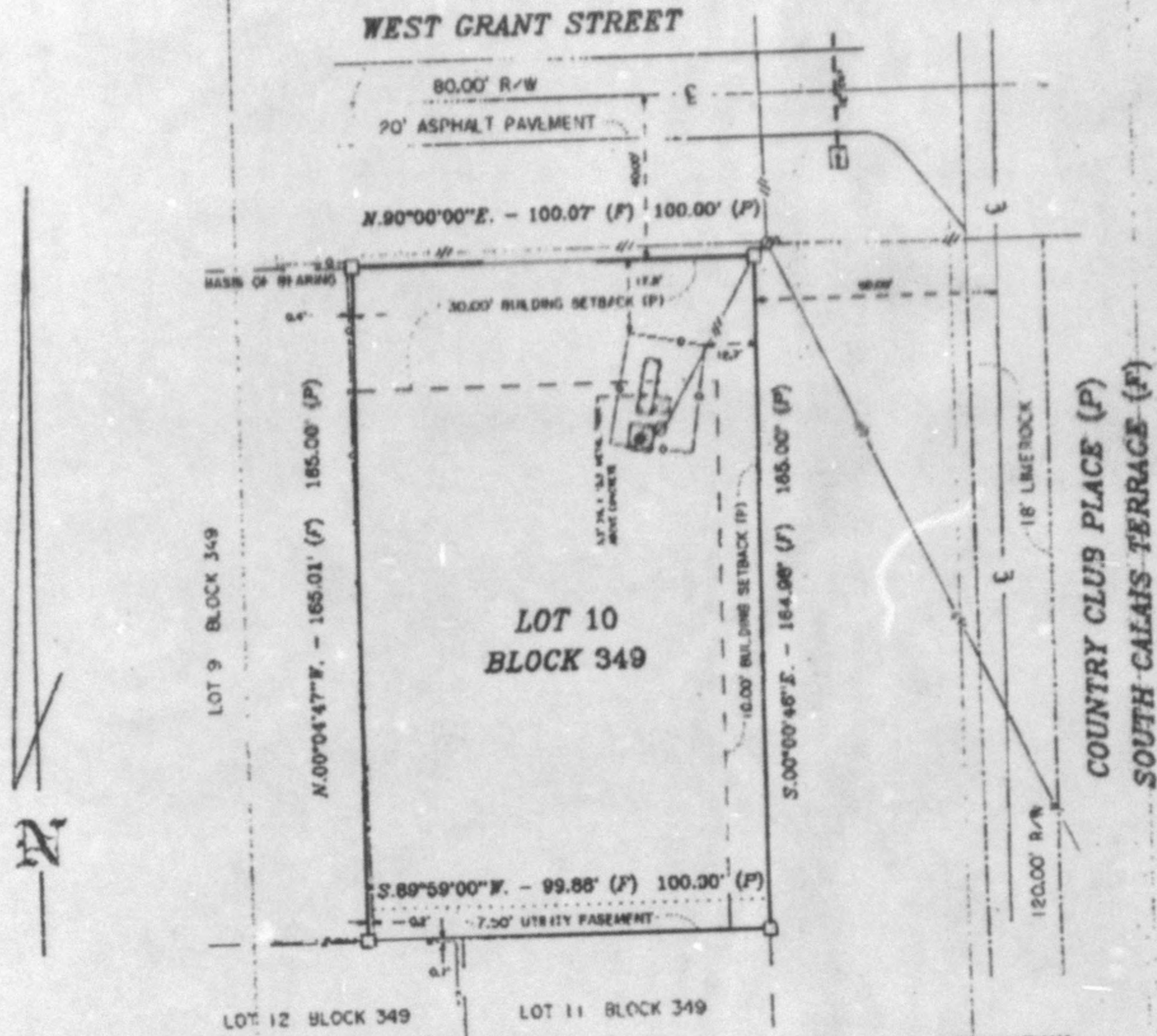
David R. McKean

Florida Registered Surveyor and Mapper No. 0005275

THIS SURVEY IS VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYORS SEAL.

Legal Description

Lot 10 in Block 349 of VILLA TERRACE UNIT NUMBER ELEVEN OF HOMOSASSA, according to the plat thereof, recorded in Plat Book 1, Page 52 of the Public Records of Citrus County, Florida. TOGETHER with and SUBJECT to covenants, easements and restrictions of record.

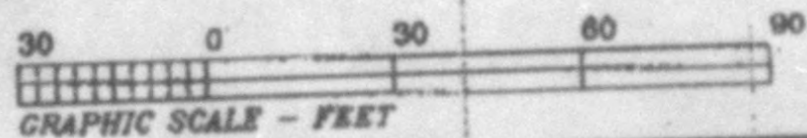


SURVEYORS NOTES:

1. Basis of Bearing: The South right-of-way line of West Grant Street, establishing a bearing of N.90°00'00"E., assumed datum.
2. Description furnished.
3. Basis for Survey: Client request, existing monumentation, record plat and Official Records Book and Page 0929/1761.
4. No underground foundations, installations or improvements have been located except as shown.
5. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished this surveyor, except as noted.
6. This survey was performed without the benefit of a title search.
7. There may be additional restrictions that are not shown on this Survey that may be found in the Public Records of Citrus County, Florida.
8. Property lies in Section 24, Township 19 South, Range 17 East.
9. Boundary and Location Survey.
10. Right-of-way lines are perpendicular and/or parallel to property lines.
11. Property appears to be in Flood Zone 'C', per Flood Insurance Rate Map, Community Panel Number: 120063 0210 R, effective date: August 15, 1984.
12. Property contains: 0.38 acres more or less.

LEGEND/ABBREVIATIONS

□	FOUND 4"x4" CONCRETE MONUMENT (UNIDENTIFIED)
△	UTILITY SPICE BOX
⊙	UTILITY POLE
⊖	4" WFL
—	CONCRETE MITER END & SLABS
—	WIRE FENCE
—	CHAIN-LINK FENCE
—	OVERHEAD UTILITY LINES
—	CENTERLINE OF R/W
(P)	PFR RECORD PLAT
(F)	FIELD VERIFIED
R/W	RIGHT-OF-WAY
CMP	CORRUGATED METAL PIPE



1" = 30'

SCALE

SHADES

DRAWN BY

95-788

PROJECT NUMBER

12/12/1995

MAP DATE

11/22/1995

FIELD DATE

270/27

FIELD VOLUME

Certified to: Crystal River Utilities, Inc.; Lawyers Title



**McKean & Assoc.
Surveyors, Inc.**

625 U.S. Highway 41 South Inverness, FL 34450-6401
(904) 344-3555 FAX (904) 344-8254

SURVEYORS CERTIFICATE

This certificate that a survey of the herein described property was made under my supervision and meets or exceeds the minimum technical standards set forth by the Florida Board of Professional Surveyors and is subject to Chapter 6107-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
David T. McKean, P.L.S.

Florida Registered Surveyor and Under No. 0000115
THIS SURVEY INVALID UNLESS IMPRINTED
WITH AN EMBOSSED SURVEYORS SEAL.

WATER TARIFF

CRYSTAL RIVER UTILITIES, INC.

P.O. Box 520247
Longwood, Florida 32752-0247

Business Telephone: (800) 516-5390
Emergency Telephone: (800) 818-7092

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

President
Robert Sterling

WATER TARIFF

WATER TARIFF

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Robert Sterling
President

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 551-W

COUNTY - Citrus

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Docket Number</u>	<u>Date Issued</u>	<u>Type</u>
PSC-93-0877-AS-WU	920933-WU	06/10/93	Original Certificate

(Continued to Sheet No. 3.1)

Robert Sterling
President

WATER TARIFF

(continued from Sheet No. 3.0)

LEGAL DESCRIPTION OF TERRITORY SERVED

HOMOSASSA VILLA TERRACE UNIT 11 WATER SYSTEM is situated in the NE 1/4 of SECTION 24, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, being a recorded subdivision - Sub. 0110, Pb. 1, Pg. 52, further shown on the County Aerial No. 72D, County Map 218A and further being described as follows:

Beginning at a point of commencement - the Northeast corner of Section 24 and running Due West along the North line of Section 24, 1373.08 feet to the POINT OF BEGINNING. From the POINT OF BEGINNING, going Due South along the center line of Country Club Place a distance of 405.00 Feet to a point. Thence going Due East along the center line of Grant Drive 283.51 Feet to a point of curvature. Thence along the curve having a Radius of 2315.10 Feet, an Arc of 232.74 Feet, a Chord of 230.78 Feet and a Chord Bearing of N 87d 08' 00" E to a point. Thence going Due South along the center line of Citrus Avenue 611.50 Feet to a point of curvature. Thence along the curve having a Radius of 470.00 Feet, an Arc of 738.27 Feet, a Chord of 666.26 Feet and a Chord Bearing of S 45d 00' 00" W to a point. Thence going Due North a distance of 10 Feet to a point. Thence going Due West a distance of 170.00 Feet to a point. Thence going Due North along the center line of Country Club Place a distance of 390.00 Feet to a point. Thence going Due West along the center line of Pershing Avenue a distance of 983.35 Feet to a point on the center line of Rosedale Avenue and also a point of curvature. Thence along the Curve having a Radius of 1378.24 Feet, an Arc of 225.99 Feet, a Chord of 225.66 Feet and a Chord Bearing of N 04d 24' 35" E to a point. Thence continuing Due North along the center line of Rosedale Avenue a distance of 850.00 Feet to a point on the North Section Line of Section 24. Thence going Due East along the North Section Line, a distance of 1090.00 Feet to the POINT OF BEGINNING.

KENWOOD NORTH WATER SYSTEM is situated in the W 1/2 of the NW 1/4 of the NE 1/4 of SECTION 25, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, being an unrecorded subdivision 1D000, further shown on the County Aerial No. 73A, County Map 219A and being further described as follows:

From a POINT OF BEGINNING - Being the SW Corner of the NW 1/4 of Section 25, Township 19 South, Range 17 East, N 00d 25' 47" W 1288.98 Feet to a point on the South R/W of Grover Cleveland Blvd. Thence along the South R/W - S 89d 58' 00" E, 666.04 Feet to a point. Thence leaving the South R/W S 00d 18' 48" E, 1292.47 Feet to a point. Thence N 89d 39' 48" W, 663.43 Feet to the POINT OF BEGINNING.

(Continued to Sheet No. 3.2)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 3.1)

MEADOW STREET WATER SYSTEM is situated within Green Acres Pb. 5, Pg. 4, Sub 0200 within the SE 1/4 of Section 36, Township 19 South, Range 17 East, and within Green Acres Subdivision No. 1, Sub. 0210 Pb. 5, Pg. 5, within the N 1/2 of the SW 1/4 in SECTION 31, TOWNSHIP 19 SOUTH, RANGE 18 EAST; CITRUS COUNTY, FLORIDA, and further shown on the County Aerial 86C, County Map 375C, Being further described as follows:

From a Point of Commencement Being the SE Corner of Section 36, Township 19 South, Range 17 East North a distance of 1966.84 Feet to the POINT OF BEGINNING on the North R/W of Meadow Street. Thence S 89d 44' 44" W, 332.02 Feet to a point. Thence leaving the R/W N 00d 04' 49" E, 623.43 Feet to a point. Thence S 89d 29' 56" E, 331.09 Feet to a point. Thence S 00d 05' 32" E, 622.00 Feet to the POINT OF BEGINNING. FURTHER being the E 1/2 of Lot 22 within SECTION 36, TOWNSHIP 19 SOUTH, RANGE 17 EAST.

Also the following within SECTION 31, TOWNSHIP 19 SOUTH, RANGE 18 EAST.

Beginning at a point of commencement being the SW corner of SECTION 31, North 1294.56 Feet to the POINT OF BEGINNING: Thence N 00d 13' 45" E, 622.28 Feet to a point on the South R/W of Meadow Street. Thence N 88d 49' 19" E, 336.54 Feet to a point on the R/W. Thence leaving the R/W S 00d 14' 28" W, 624.90 Feet to a point. Thence 89d 15' 59" W, 336.37 Feet to the POINT OF BEGINNING, being Lot 40.

Beginning at a POINT OF COMMENCEMENT being the SW Corner of SECTION 31, North 1966.84 Feet to a point on the North R/W of Meadow Street. Thence along the R/W N 88d 49' 19" E, 336.55 Feet to the POINT OF BEGINNING on the West Property Line of Lot 42. Thence N 00d 14' 28" E, 624.90 Feet to a point. Thence along the North Property Line of Lots 42 and 43, N 88d 22' 40" E, 673.54 Feet to a point on the NE Corner of Lot 43. Thence S 00d 15' 54" W, 630.13 Feet to a point on the North R/W of Meadow Street. Thence along the North R/W, S 88d 49' 19" W, 673.10 Feet to the POINT OF BEGINNING, Being Lots 42 and 43.

BEGINNING at a Point of Commencement, Being the SW Corner of SECTION 31, North 1966.84 Feet to a point on the North R/W of Meadow Street. Thence along the North R/W, N 88d 49' 19" E, 1346.20 Feet to the POINT OF BEGINNING on the West Property Line of Lot 45. Thence N 00d 16' 37" E, 632.74 Feet to the Northwest corner of Lot 45. Thence along the North Property Line of Lots 45 and 46, N 88d 22' 40" E, 673.56 Feet to the Northeast corner of Lot 46. Thence S 00d 18' 02" W, 637.96 Feet to a point on the North R/W of Meadow Street. Thence along the North R/W S 88d 49' 19" W, 673.10 Feet to the POINT OF BEGINNING, being Lots 45 and 46.

(Continued to Sheet No. 4.0)

Robert Sterling
President

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Citrus	Homosassa Villa Terrace Unit 11	RS	17.0
Citrus	Kenwood North	RS	17.0
Citrus	Meadow Street	RS	17.0

Robert Sterling
President

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service to a specific territory.
- 3.0 "COMMISSION" - Refers to 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 whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - Crystal River Utilities, 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 or 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)

Robert Sterling
President

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 for in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICES 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.

Robert Sterling
President

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

Robert Sterling
President

WATER TARIFF

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

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Robert Sterling
President

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 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 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 modification 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 upon signed application or agreement accepted by the Company and payment of the initial connection fee. The conditions of such application or agreements are binding upon the customer as well 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, 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 others shall be rendered only by duly authorized parties. When

(Continued to Sheet No. 8.0)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 7.0)

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 agent and the Company and under which such water service is rendered.

- 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 for 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 supplied by the Company.

Water service furnished to the customer shall be rendered directly to the customer through 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 for 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, customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or

(Continued to Sheet No. 9.0)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 8.0)

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 to the Company for all extra expenses incurred for clerical work, testing, and inspections.

- 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 notice.

- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with the 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 to such apparatus or device.

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water

(Continued to Sheet No. 10.0)

Robert Sterling
President

(Continued from Sheet No. 9)

service installations or changes shall be inspected upon completion by competent authority to ensure that 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.

- 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 and inspecting, or removing 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 - as stated in the rate schedule and shall become due when rendered

(Continued to Sheet No. 11.0)

Robert Sterling
President

(Continued from Sheet No. 10.0)

and be considered as received by customer when delivered or mailed to water service address or some other place mutually agreed upon. Non-receipt of bills by customer shall not release or diminish 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 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.

- 17.0 PAYMENT OF SEWER AND WATER 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 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.

(Continued to Sheet No. 12.0)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 11.0)

- 19.0 CHANGE OF OCCUPANCY - When 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. 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 customers, 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.

- 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 of 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

(Continued to Sheet No. 13.0)

Robert Sterling
President

WATER TARIFF

(Continue from Sheet No. 12)

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.

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 the 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)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 13)

HELD FOR FUTURE USE

Robert Sterling
President

WATER TARIFF

INDEX OF RATE SCHEDULES

	<u>Sheet No.</u>
Customer Deposits	20.0-20.1
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Service Availability Fees and Charges	42.0

Robert Sterling
President

THIRD REVISED SHEET NO. 16.0
 Cancels Second Revised Sheet No. 16.0

Crystal River Utilities, Inc.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

<u>Rate</u>	<u>- Meter Size</u>	<u>Base Facilities Charge</u>
	3/4x5/8"	\$ 7.56
	3/4"	\$ 11.34
	1"	\$ 18.90
	1 1/2"	\$ 37.79
	2"	\$ 60.47
	3"	\$120.94
	4"	\$188.97
	6"	\$377.93
	Consumption Charge per 1000 gallons	\$ 2.22

MINIMUM CHARGE - Base Facilities 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 - April 28, 1995

TYPE OF FILING - SARC

Robert Sterling
 President

RESIDENTIAL SERVICE

RATE SCHEDULE RS

VOID

AVAILABILITY - Available throughout the area served by the company.

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

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

RATE - -----	First 5,000 Gallons (Minimum)	\$11.35
	Per 1,000 Gallons in Excess of First 5,000 Gallons	\$0.84

MINIMUM CHARGE - \$11.35 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: January 3, 1994
----- Tariff correction

Robert Sterling
President

WATER TARIFF

MULTI RESIDENTIAL SERVICE

RATE SCHEDULE -- MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - To any master-metered residential customer 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.
- RATE - N/A

- MINIMUM CHARGE - PER -
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.
- EFFECTIVE DATE - August 6, 1993
- TYPE OF FILING - Original Certificate

Robert Sterling
President

WATER TARIFF

FIRE PROTECTION CHARGES

WATER

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - To fire lines furnishing fire protection 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.

RATE -

Line Size

Base Facility Charge

1 1/2"

2"

3"

4"

6"

\$

\$

\$

\$

\$

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

EFFECTIVE DATE - August 6, 1993

TYPE OF FILING - Original Certificate

Robert Sterling
President

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering 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 utility's rules for prompt payment. Credit will be deemed so established 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>
5/8x3/4"	\$ 21.00	\$ N/A
1"	\$ N/A	\$ N/A
1 1/2"	\$ N/A	\$ N/A
2"	\$ N/A	\$ N/A

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.

(Continued to Sheet No. 20.1)

Robert Sterling
President

WATER TARIFF

(Continue from Sheet No. 20.0)

INTEREST ON DEPOSIT - Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. 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. The Company will pay or credit accrued interest to the customer's account during the month of December each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceding 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 or non-payment,
- (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 of 9% per annum upon the retainment of such deposit.

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

EFFECTIVE DATE - August 6, 1993

TYPE OF FILING - Original Certificate

Robert Sterling
President

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"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	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 - August 6, 1993

TYPE OF FILING - Original Certificate

Robert Sterling
President

MISCELLANEOUS SERVICE CHARGES

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

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

NORMAL RECONNECTION - This charge is 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 is 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 is 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	
Normal Reconnection Fee	\$15.00
Violation Reconnection Fee	\$15.00
Premises Visit Fee (in lieu of disconnection)	\$15.00
<u>EFFECTIVE DATE</u> - August 6, 1993	\$10.00
<u>TYPE OF FILING</u> - Original Certificate	

Robert Sterling
President

Crystal River Utilities, Inc.

WATER TARIFF

ORIGINAL SHEET NO. 23.0

HELD FOR FUTURE USE

Robert Sterling
President

WATER TARIFF

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APPLICATION FOR WATER SERVICE	26.0
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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	25.0
HELD FOR FUTURE USE	29.0

Robert Sterling
President

WATER TARIFF

APPLICATION FOR METER INSTALLATION

SEVEN RIVERS UTILITIES, INC.

Date _____ New Installation _____ Existing Installation _____

ACCOUNT INFORMATION

Name _____

Service Address _____

Billing Address _____

Phone No _____

Meter Size _____

Water TypeSewer Type

Single _____

Commercial _____

Industrial _____

Master Meter _____

No Service _____

Other _____

Number of Units _____

PAYMENT INFORMATIONDESCRIPTIONAMOUNT

Water Plant Capacity _____

Water Main Extension _____

Service Line Ext & Tap _____

DESCRIPTIONAMOUNT

Deposit-Water _____

Meter Installation _____

Inspection _____

Total _____

I agree to comply with the rules and regulations of the utility as filed with and approved by the Florida Public Service Commission.

Signature _____

Robert Sterling
President

CRYSTAL RIVER UTILITIES
 PO Box 3885
 Boynton Bch FL 33424-3885
 1-800-516-5390

FIRST CLASS by
 U.S. POSTAGE
 PAID
 PERMIT NO.



TYPE OF SERVICE	METER READINGS		USED	CHARGES
	PRESENT	PREVIOUS		
WAT	274000	271000	3000	20.35
Sewage				21.04

Harry Hengl
 11498 CR 678
 Webster FL 33597

BE L09 11498 CR678

ACCOUNT # 206 04-01-1996

METER READ		CLASS	TOTAL DUE UPON RECEIPT	LATE CHARGE AFTER DUE DATE	NET DUE AMOUNT
MONTH	DAY				
3	16	1	41.39	0.00	41.39

CUSTOMER		PAY GROSS AMOUNT AFTER THIS DATE
ROUTE	ACCOUNT	
5	206	4 22 96
NET AMOUNT TO BE PAID		GROSS AMOUNT TO BE PAID
41.39		41.39

CRYSTAL RIVER UTILITIES

MAIL THIS STUB WITH YOUR PAYMENT

WATER TARIFF

COPY OF CUSTOMER'S BILL**ACCOUNT NUMBER**
90090.0**PERIOD ENDING**
8-15-93**ACCOUNT NUMBER**
90090.0FIRST CLASS
PERMIT NO.
2423
U.S. POSTAGE
PAID
TAMPA
FLORIDA

CODE	PREV. READING	PRES. READING	USAGE	AMOUNT
W	3	5	2	10.74

JANE SMITH

1356 n meadow str.
homosassa, FL. 34446

TOTAL CURRENT CHARGES	10.74
PREV. AMT. DUE OR CREDIT	0
AMOUNT DUE	10.74

THIS PORTION MUST ACCOMPANY PAYMENT.
THIS BILL DUE WHEN RENDERED.**PAYMENT DUE DATE** 8-30-93**AMOUNT DUE** 10.74
AFTER DUE DATE PAYRobert Sterling
President

WATER TARIFF

HELD FOR FUTURE USE

Robert Sterling
President

WATER TARIFF

INDEX OF SERVICE AVAILABILITY
AND MAIN EXTENSION

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4.0	Obligations of Contributor.	31.0
5.0	Requirement for Payment of Contributions in Aid of Construction (C.I.A.C.)	31.0
6.0	Held for Future Use	32.0
7.0	Main Extension Charge	33.0
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10.0	Plant Capacity Charges.	33.0
11.0	Meter Installation Fees	34.0
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18.0	Tax Impact of C.I.A.C. (Held for Future Use).	36.0
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21.0	Restrictive Covenant.	39.0
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	Schedule of Fees and Charges.	42.0
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Robert Sterling
President

WATER TARIFF

SERVICE AVAILABILITY AND MAIN EXTENSION POLICY1.0 GENERAL INFORMATION

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

2.0 AVAILABILITY

The provisions of this policy are available throughout the territory subject to matter of economic feasibility as defined by Rule 25-30.515(7), F.A.C. Service hereunder is available only by entering into a service agreement between Utility and Contributor (Developer, Builder, Owner).

3.0 OBLIGATIONS OF UTILITY

It shall be the Utility's obligation to analyze, evaluate, and respond to all requests for extension of its services where extensions to specific locations are requested as set forth in Chapter 25-30.530, F.A.C. Once the Contributor has provided the Utility all of the information that is necessary for the Utility to evaluate the extension of service, it shall be the Utility's obligation to provide a firm price to the Applicant for such service extension, including all plant capacity charges, meter installation fees, plan review and inspection fees, guaranteed revenues, and any other charges approved by the Florida Public Service Commission for the Utility to charge for such service extensions.

4.0 OBLIGATIONS OF CONTRIBUTOR

It shall be the Contributor's obligation to provide the Utility with all of the information the Utility needs in order to evaluate the feasibility and cost of providing service. Such information shall include, but not be limited to (1) location of project, (2) survey of property, (3) complete plans and specifications of project, (4) flow data, (5) type of facilities, (6) metering arrangement, (7) size of project, (8) complete legal names of Applicant and/or Owner, including addresses, type of business entity, and state in which said entity was created, (9) estimated date that service is needed, (10) type of services requested, (11) landscape irrigation watering plan, etc.

(Continued to Sheet No. 32.0)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 31.0)

It shall be the Contributor's and the Utility's responsibility to execute all water agreements, contracts, and easements, which are necessary in order for the Utility to provide service to the Contributor's property and/or project.

5.0 REQUIREMENT FOR PAYMENT OF C.I.A.C.

The Utility requires the payment of contributions in aid of construction either by cash payments or through the transfer of water transmission, distribution and appurtenant facilities which have been installed by the Contributor or through a combination of both cash payments and transfers of such facilities to the Utility.

6.0 HELD FOR FUTURE USE

Robert Sterling
President

WATER TARIFF

7.0 MAIN EXTENSION CHARGE

This is a one-time charge applicable to the initial customer at each location. The charge is designed to recover the utility's cost of main extensions. Contributor shall pay the main extension charge approved by the Commission as listed on Sheet No. 42.0.

8.0 REFUNDABLE ADVANCES

If the off-site or on-site facilities can serve other areas than those of the contributor, the Utility may require that they be oversized to enable service to be provided to additional territory and that the contributor advance the cost of such oversized facilities. So much of the cost as exceeds the hydraulic share of the Contributor will be refunded by the Utility as refundable advances without interest over a period not to exceed seven years, from contributions in aid of construction paid by other Contributors connecting to the main or mains in accordance with their hydraulic shares.

9.0 HELD FOR FUTURE USE

10.0 PLANT CAPACITY CHARGES

Contributor shall pay the Commission approved Plant Capacity Charge as listed on Sheet No. 42.0.

(Continued to Sheet No. 34.0)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 33.0)

Held for Future Use.

11.0 METER INSTALLATION FEES

Utility will furnish and supply all water meters used in its system in the interest of standardization and uniformity.

Utility will charge each person requesting water service a fee to offset the Utility's cost of the meter, appurtenances and cost of installation if applicable for the size meter required by the use characteristics of the property and the customer to be served as determined by the Utility. This fee will be paid by consumers for the meter and meter installation and shall be charged only one time for the meter and its installation at any one location. Requests to exchange meters of a larger size will result in a charge to the consumer of the difference between the existing smaller size meter and the requested larger size meter plus applicable installation costs. The fees required for meter installations are listed on Sheet No. 42.0.

The charge for meters larger than two inches will be based upon the estimated actual cost of the meter or meters plus the cost of installation. Where actual costs differ from estimates, the difference will be refunded by the Utility if the total cost was less than the estimate, or paid by the Contributor prior to the initiation of water service if the actual cost exceeds the estimated cost. The Contributor will be furnished a copy of the invoice at the time of installation, or as soon thereafter as possible, upon request.

Robert Sterling
President

12.0 BACK-FLOW PREVENTION DEVICE CHARGE

Held for Future Use.

13.0 SERVICE LINE EXTENSION AND TAP CHARGE

When it is necessary to install a customer service line from an existing main to the point of delivery, a customer service line installation charge shall be levied against that individual customer. The amount of the charge approved by the Commission is listed on Sheet No. 42.0.

14.0 PLAN REVIEW AND INSPECTION FEES

Engineering plans or designs for, or construction of facilities by a Contributor which are to become a part of Utility's system, will be subject to review and inspection by the Utility. For this service, Utility may charge plan review and inspection fees based upon the actual or average cost of the Utility for review of plans and inspection of facilities constructed by Contributor or independent contractor for connection with the facilities of the Utility. Such review and inspection fees shall be paid by a Contributor in addition to all other charges above stated, as a condition precedent to service.

15.0 INSPECTION OF PLUMBER'S HOOK-UP

Held for Future Use.

(Continued to Sheet No. 36.0)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 35.0)

16.0 ALLOWANCE FOR FUNDS PRUDENTLY INVESTED

Held for Future Use.

17.0 EXTENSION OF SERVICE OUTSIDE TERRITORY

Providing service outside the Utility's territory involves formal notice and formal proceedings before the Florida Public Service Commission and therefore entails engineering, administrative and legal expenses in addition to cost incurred by the Utility providing service within its territory. The Utility, will therefore, not be obligated to provide service outside the territory unless the Contributor agrees in advance, to defray those initial expenses and to pay the estimated costs thereof. The advancement will be adjusted to conform with actual expenses after the 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 extension are economically feasible.

18.0 TAX-IMPACT OF CIAC

Held for Future Use.

(Continued to Sheet No. 37.0)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 36.0)

Held for Future Use.

(Continued to Sheet No. 38.0)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 37.0)

Held for Future Use.

19.0 SPECIAL CONTRACTS

Utility will require special contracts for service to areas of development when the economic feasibility (as defined by Rule 25-30.515(7), F.A.C.) of service to such areas is not met by

(Continued to Sheet No. 39.0)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 38.0)

application of the above provisions. Such special contracts may entail refundable advances, guaranteed revenues or other special deposits in order to make the main extensions to such areas feasible, and will be prepared at the Contributor's expense.

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

20.0 DEVELOPER AGREEMENTS REQUIRED

The Contributor may be required to execute a Developer Agreement setting forth such reasonable provisions governing Contributor's and Utility's responsibilities pertaining to the installation of service facilities; the interconnection of plumber's lines with facilities of the Utility; the manner and method of payment of contributions in aid of construction; matters of exclusive service rights by Utility; standards of construction or specifications; time commitments to "take and use water service;" engineering errors and omissions, rules, regulations and procedures of Utility; prohibitions against improper use of the Utility's facilities; and other matters normally associated with such developer agreements shall be in conflict with this Service Availability Policy as included in the Utility's Tariff on file with the Florida Public Service Commission.

Should conditions warrant an agreement other than the Utility's standard agreement, Contributor will be required to pay all actual costs for services of an independent counsel or persons qualified to draft and prepare such agreement. A copy of each such agreement shall be filed with the Commission in accordance with Rule 25-30.550(1), F.A.C.

21.0 RESTRICTIVE COVENANT

Utility may require the Contributor to execute a restrictive covenant running with the Contributor's property which will provide the Utility with the sole and exclusive right to provide water service to the Contributor's property.

Robert Sterling
President

WATER TARIFF

22.0 ADJUSTMENT PROVISIONS

The charges set forth in this policy and contracts drawn pursuant thereto are subject to 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.

23.0 HELD FOR FUTURE USE

24.0 WATER CONSERVATION POLICY

Plumbing fixtures for all new service connections to the water systems shall meet the following requirements:

Water Closets shall be designed, manufactured and installed to be operable and adequately flushed with no more than 1.6 gallons (6 liters) per flushing cycle when tested in accordance with applicable standards.

Urinals shall be designed, manufactured and installed to be operable and adequately flushed with no more than 0.5 gallons of water per flush.

Lavatory Faucets:

Public Facilities - Faucets for lavatories accessible to the general public (such as restaurants, motels and convenience stores), shall be equipped with outlet devices which limit the flow of water to a maximum of 0.5 gallons per minute (gpm) or be equipped with self-closing valves that limit the delivery to a maximum of 0.25 gallons of water.

EXCEPTION: Separate lavatories for physically handicapped persons shall not be equipped with self-closing valves.

(Continued to Sheet No. 41)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 40.0)

Private Facilities - Faucets for private lavatories and lavatory replacement aerators shall be designed, manufactured and installed to deliver water at a flow rate not to exceed 2.0 gpm at 60 psi when tested in accordance with applicable standards.

Kitchen and other Sink Faucets - Faucets and replacement aerators shall be designed, manufactured and installed to deliver water at a rate not to exceed 2.0 gpm at 60 psi when tested in accordance with applicable standards.

Showerheads shall be designed, manufactured and installed to deliver water at a rate not to exceed 2.5 gpm at 60 psi when tested in accordance with applicable standards.

Robert Sterling
President

FIRST REVISED SHEET NO. 42.0
Cancels Original Sheet No. 42.0

Crystal River Utilities, Inc.

WATER TARIFF

SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NO.</u>
Main Extension Charge Refer to Rule 7.0	N/A	33.0
Plant Capacity Charge Refer to Rule 10.0 Residential-per ERC (350 gpd) All Others-per gallon	\$ 150.00 \$.4286	33.0
Meter Installation Fees Refer to Rule 11.0 5/8" x 3/4" 1" 1 1/2" 2" and Over	\$ 100.00 \$ 100.00 \$ 100.00 Actual Cost	34.0
Service Line Extension and Tap Refer to Rule 11.0	N/A	35.0
Plan Review and Inspection Fees Refer to Rule 14.0	Actual Cost	35.0

Effective Date: April 28, 1995

Robert Sterling
President

WATER TARIFF

SCHEDULE OF ALLOWANCE FOR FUNDS PRUDENTLY INVESTED

Held for Future Use

Effective Date:

Robert Sterling
President

WATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimate of Daily Flows of Water</u>
Apartments	250 gpd [1]
Bars and Cocktail Lounges	5 gpcd [2]
Boarding Schools (Students and Staff)	75 gpcd
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	200 gpd/room & unit
Laundromat	225 gpd/washing machine
Mobile Home Parks	300 gpd/trailer
Movie Theaters, Auditoriums, Churches	5 gpd/seat
Nursing Homes	150 gpd/100 sq. ft.
Office Buildings	10 gpd/100 sq. ft.
Public Institutions (other than those listed)..	75 gpcd
Restaurants	50 gpcd/seat
Single Family Residential	350 gpd
Townhouse Residence	250 gpd
Stadiums, Frontons, Ball Parks, etc.	3 gpd/seat
Stores, without kitchen wastes	5 gpd/100 sq. ft.
Speculative Buildings	10 gpd/100 sq. ft.
Warehouses	30 gpd plus 10 gpd/ 1,000 sq. ft.

[1] gpcd - gallons per capita per day

[2] gpd - gallons per day

Notes

1. A 25% reduction in the above estimates may be used where water conserving fixtures meeting the requirements of Rule 24.0 have been met.

Robert Sterling
President