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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 507-W & 441-S 960643-WS

Dear Sirs,

Please find enclosed ten copies and one original of our application to transfer certificate 507-W and 441-S from Sumter Water Company 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.

RECEIVED
MAY 23 8 30 AM '96
PUHINISTRATION
MAIL ROOM

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.G.

DOCUMENT NUMBER-DATE
05670 MAY 23 96
FPSC-RECORDS/REPORTING

P.O. BOX 520247 . LONGWOOD . FLORIDA . 32752 . TELEPHONE 407 260-2214 . FACSIMILE 407 260-2213

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. 507-W and/or Sewer Certificate No. 441-S or facilities in _____ 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:

SUMTER WATER COMPANY, INC (813) 886-5359
Name of seller Phone No.

P.O. BOX 26512
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 32752-0247
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).

ROBERT STERLING, PRESIDENT, 488 PICKFORD POINT, LONGWOOD, FL 32779
RICHARD BOWLES, VP, 1205 ROXBORO RD, LONGWOOD, FL 32750
RICHARD BOWLES, SECRETARY & TREASURER

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

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.

Seven Rivers Utilities, Inc.

West Citrus Water System - 551 W, Citrus County

Kenwood North Water System - 551 W, Citrus County

Meadow Drive Water System - 551 W, Citrus County

Magnolia Manor Water System - 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. ORDER No. 25139 9/30/91 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 HOTALING (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: $1500.00 (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, VP (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.

Crystal River Utilities, Inc.
(Applicant)

BY: Richard Bowles, Vice President
Name and Title*

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

FDL# RB20-336-55-024-0

JOAN HEGEMAN
MY COMMISSION # CC 453212
EXPIRES: June 5, 1999
Bonded Thru Notary Public Underwriters

Joan 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.

EXHIBIT II.K
TAX RETURNS

Form **1120**
Department of the Treasury
Internal Revenue Service

U.S. Corporation Income Tax Return

For calendar year 1995 or tax year beginning ..... , 1995, ending ..... , 19 ....
▶ 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 or type.
********** 5-DIGIT 33623 I
YP 59-3177126 C95 S07 4 90 M R
SUMTER WATER COMPANY INC 595 $
PO BOX 26572
TAMPA FL 33623

B Employer identification number: 59-3177126
C Date incorporated: 2/17/93
D Total assets (see page 6 of instructions): $ 48,339

E Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Change of address

Income	1a	Gross receipts or sales 31,834	b Less returns and allowances	c Bal ▶ 1c 31,834
	2	Cost of goods sold (Schedule A, line 8)		2
	3	Gross profit. Subtract line 2 from line 1c		3 31,834
	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 1,180
	11	**Total income.** Add lines 3 through 10	▶	11 33,014
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 2,324
	18	Interest		18 55
	19	Charitable contributions (see page 9 of instructions for 10% limitation)	20 1,430 / 21a	21b 1,430
	20	Depreciation (attach Form 4562)		22
	21	Less depreciation claimed on Schedule A and elsewhere on return		23
	22	Depletion		24
	23	Advertising		25
	24	Pension, profit-sharing, etc., plans		26 40,135
	25	Employee benefit programs		27 43,944
	26	Other deductions (attach schedule)	▶	28 (10,930)
	27	**Total deductions.** Add lines 12 through 26		29c
	28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11		30 (10,930)
	29	**Less:** a Net operating loss deduction (see page 11 of instructions) 29a / b Special deductions (Schedule C, line 20) 29b (Loss)		31 -0-
Tax and Payments	30	**Taxable income.** Subtract line 29c from line 28		
	31	**Total tax** (Schedule J, line 10)		
	32	**Payments:** a 1994 overpayment credited to 1995 32a / b 1995 estimated tax payments 32b / c Less 1995 refund applied for on Form 4466 32c ( ) d Bal ▶ 32d -0-		
		e Tax deposited with Form 7004		32e
		f Credit from regulated investment companies (attach Form 2439)		32f
		g Credit for Federal tax on fuels (attach Form 4136). See instructions		32g
	33	Estimated tax penalty (see page 12 of instructions). Check if Form 2220 is attached	▶ ☐	32h -0-
	34	**Tax due.** If line 32h is smaller than the total of lines 31 and 33, enter amount owed		33
	35	**Overpayment.** If line 32h is larger than the total of lines 31 and 33, enter amount overpaid		34 -0-
	36	Enter amount of line 35 you want: **Credited to 1996 estimated tax** ▶ **Refunded** ▶		35
				36

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

John W. Hotaling — Signature of officer — Date 4-8-96 — Title President

Paid Preparer's Use Only

Preparer's signature — Steve Present — Date 4/8/96 — Check if self-employed ☐ — EIN ▶ [redacted] — ZIP code ▶ 33614

Firm's name (or yours if self-employed) and address ▶ LOGGENHUIS 8910 N. DALE MABRY, SUITE 12, TAMPA, FL

Cat. No. 11450Q

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

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

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
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) × (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		100	
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))			
12	Dividends from affiliated group members subject to the 100% deduction (section 243(a)(3))			
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: (d) Common	(e) Preferred	(f) Amount of compensation
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: ☐ 3800 ☐ 3468 ☐ 5884 ☐ 6478 ☐ 6765 ☐ 8586 ☐ 8830 ☐ 8826 ☐ 8835 ☐ 8844 ☐ 8845 ☐ 8846 ☐ 8847	4d	
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.)

		Yes	No
1	Check method of accounting: a ☐ Cash b ☑ Accrual c ☐ Other (specify) ▶		
2	See page 19 of the instructions and state the principal:		
a	Business activity code no. ▶ 4990		
b	Business activity ▶ UTILITY		
c	Product or service ▶ WATER AND WASTEWATER		
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).) 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.		✓
4	Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? If "Yes," enter employer identification number and name of the parent corporation ▶		✓
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 "Yes," attach a schedule showing name and identifying number. (Do not include any information already entered in 4 above.) Enter percentage owned ▶ 100%	✓	
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.) 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.		✓
7	Was the corporation a U.S. shareholder of any controlled foreign corporation? (See sections 951 and 957.) If "Yes," attach Form 5471 for each such corporation. Enter number of Forms 5471 attached ▶		✓
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)? If "Yes," the corporation may have to file Form TD F 90-22.1. If "Yes," enter name of foreign country ▶		✓
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		✓
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," a Enter percentage owned ▶ b Enter owner's country ▶ c The corporation may have to file Form 5472. Enter number of Forms 5472 attached ▶		✓
11	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If so, the corporation may have to file Form 8281.		
12	Enter the amount of tax-exempt interest received or accrued during the tax year ▶ $ -0-		
13	If there were 35 or fewer shareholders at the end of the tax year, enter the number ▶ 1		
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.) ▶ $ 2340		

Form 1120 (1995)

Schedule L Balance Sheets

		Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
	Assets				
1	Cash		920		〈520〉
2a	Trade notes and accounts receivable	3118		3,673	
b	Less allowance for bad debts	( )	3,118	( )	3,673
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)		〈9,847〉		
6	Other current assets (attach schedule)		1,000		1,000
7	Loans to stockholders				
8	Mortgage and real estate loans				
9	Other investments (attach schedule)				
10a	Buildings and other depreciable assets	52,151		52,151	
b	Less accumulated depreciation	(6,535)	45,616	(7,965)	44,186
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		49,807		48,339
	Liabilities and Stockholders' Equity				
16	Accounts payable		870		19,076
17	Mortgages, notes, bonds payable in less than 1 year		2,121		2,378
18	Other current liabilities (attach schedule)				
19	Loans from stockholders				
20	Mortgages, notes, bonds payable in 1 year or more		35,244		35,077
21	Other liabilities (attach schedule)				
22	Capital stock: a Preferred stock	1,000	1,000	1,000	1,000
	b Common stock				
23	Paid-in or capital surplus				
24	Retained earnings—Appropriated (attach schedule)				〈9,192〉
25	Retained earnings—Unappropriated		1,572		
26	Less cost of treasury stock	( )	( )	( )	( )
27	Total liabilities and stockholders' equity		49,807		48,339

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〉	〈10,763〉	7	Income recorded on books this year not included on this return (itemize): Tax-exempt interest $ AMORTIZATION OF CIAC 1,267	1,267
2	Federal income tax				
3	Excess of capital losses over capital gains				
4	Income subject to tax not recorded on books this year (itemize): CONTRIBUTIONS IN AID OF CONSTRUCTION 1,100	1,100	8	Deductions on this return not charged against book income this year (itemize): a Depreciation $ b Contributions carryover $	
5	Expenses recorded on books this year not deducted on this return (itemize): a Depreciation $ b Contributions carryover $ c Travel and entertainment $		9	Add lines 7 and 8	1267
6	Add lines 1 through 5	〈9663〉	10	Income (line 28, page 1)—line 6 less line 9	〈10,930〉

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

1	Balance at beginning of year	1,572	5	Distributions: a Cash	
2	Net income (loss) per books 〈Loss〉	〈10,763〉		b Stock	
3	Other increases (itemize):			c Property	
			6	Other decreases (itemize): ROUNDING 1	1
4	Add lines 1, 2, and 3	〈9191〉	7	Add lines 5 and 6	1
			8	Balance at end of year (line 4 less line 7)	〈9192〉

Form **4562**

Department of the Treasury
Internal Revenue Service (T)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach this form to your return.

OMB No. 1545-0172

1995

Attachment Sequence No. **67**

Name(s) shown on return: SUMTER WATER COMPANY, INC.

Business or activity to which this form relates: WATER AND WASTEWATER UTILITY

Identifying number: 59-3177126

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	

	(a) Description of property	(b) Cost	(c) Elected cost
6			

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(i)(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	
				27.5 yrs.	MM	S/L	
h	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	
	Section C—Alternative Depreciation System (ADS) (See page 4 of the instructions.)						
16a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			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	1,430
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	1,430
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	

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 . . . . . **26**

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

Form **7004**
(Rev. June 1996)
Department of the Treasury
Internal Revenue Service

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

OMB No. 1545-0233

Employer identification number: 59-3177126

Name of corporation: SUMTER WATER COMPANY, 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:

- [X] Form 1120
- [ ] Form 1120-A
- [ ] Form 1120-F
- [ ] Form 1120-FSC
- [ ] Form 1120-H
- [ ] Form 1120-L
- [ ] Form 1120-ND
- [X] 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 15, 19 96, to file the income tax return of the corporation named above for ▶ [X] 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)			-0-
4	Credits:			
a	Overpayment credited from prior year	4a		
b	Estimated tax payments for the tax year	4b		
c	Less refund for the tax year applied for on Form 4466	4c	( ) Bal ▶ 4d	
e	Credit from regulated investment companies		4e	
f	Credit for Federal tax on fuels		4f	
5	Total. Add lines 4d through 4f			-0-
6	Balance due. Subtract line 5 from line 3. Deposit this amount electronically or with a Federal Tax Deposit (FTD) Coupon (see instructions)			-0-

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)

..... CPA (Title)

..... 2/15/96 (Date)

For Paperwork Reduction Act Notice, see instructions. Cat. No. 13804A

Form **7004** (Rev. 6-96)

Sumter Water Company, Inc.
59-3177126
Form 1120
12/31/95

Page 1, Line 10, Other Income

Contributions in Aid of Construction	1,100
Sundry	80
	1,180

Page 1, Line 26, Other Deductions

Accounting - PSC	281
Bank Service Charges	150
Chemicals	50
Contractual Services	27,821
Dues and Subscriptions	65
Laboratory Fees	896
Legal	1,000
Licenses and Fees	2,706
Materials and Supplies	993
Office Expense and Supplies	252
Purchased Power - Water	1,080
Purchased Power - Wastewater	1,802
Regulatory Assessment Fee	1,433
Sludge Removal	1,340
Telephone	260
Travel	6
	40,135

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

John H. Hotaling
SS No.: [redacted]

Sumter Water Company, Inc.
59-3177126
Form 1120
12/31/95

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

Customer Deposits	945
Accrued Taxes	1,433
	2,378

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

Contr. In Aid of Constr.	42,250
CIAC - Amortization	(7,173)
	35,077

Sumter Water Company, Inc.
59-3177126
Form 1120
12/31/95

Net Operating Loss Carryover

	NOL Carryover to 12/31/95
Net Loss generated 12/31/93	4,644
Utilized 12/31/94	(2,304)
	2,340

Form **1120**
Department of the Treasury
Internal Revenue Service

U.S. Corporation Income Tax Return

For calendar year 1994 or tax year beginning ....., 1994, ending ....., 19 ...
► Instructions are separate. See page 1 for Paperwork Reduction Act Notice.

OMB No. 1545-0123
1994

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. Otherwise, please print or type.
********** 5-DIGIT 33623 M 004 R
YP 59-3177126 DEC94 SO7 4990 I S
SUMTER WATER COMPANY INC
PO BOX 26572
TAMPA FL 33623-6572

B Employer identification number: 59 3177126
C Date incorporated: 2/17/93
D Total assets (see Specific Instructions): $ 40,807

E Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Change of address

Taxpayer's Copy

Income	1a	Gross receipts or sales	b Less returns and allowances	c Bal ► 1c	31,244
	2	Cost of goods sold (Schedule A, line 8)		2	
	3	Gross profit. Subtract line 2 from line 1c		3	31,244
	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 instructions—attach schedule)		10	
	11	**Total income.** Add lines 3 through 10 ►		11	31,244
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	1,677
	18	Interest		18	
	19	Charitable contributions (see instructions for 10% limitation)	20 1,430	19	
	20	Depreciation (attach Form 4562)	21a	21b	1,430
	21	Less depreciation claimed on Schedule A and elsewhere on return		22	
	22	Depletion		23	
	23	Advertising		24	
	24	Pension, profit-sharing, etc., plans		25	
	25	Employee benefit programs		26	25,833
	26	Other deductions (attach schedule)		27	28,940
	27	**Total deductions.** Add lines 12 through 26 ►		28	2,304
	28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11	29a 2,304	29c	2,304
	29	**Less:** a Net operating loss deduction (see instructions)	29b	30	-0-
		b Special deductions (Schedule C, line 20)		31	
Tax and Payments	30	**Taxable income.** Subtract line 29c from line 28			
	31	**Total tax** (Schedule J, line 10)			
	32	**Payments:** a 1993 overpayment credited to 1994	32a		
		b 1994 estimated tax payments	32b		
		c Less 1994 refund applied for on Form 4466	32c ( ) d Bal ►	32d -0-	
		e Tax deposited with Form 7004		32e	
		f Credit from regulated investment companies (attach Form 2439)		32f	
		g Credit for Federal tax on fuels (attach Form 4136). See instructions		32g	
	33	Estimated tax penalty (see instructions). Check if Form 2220 is attached ► ☐		32h	-0-
	34	**Tax due.** If line 32h is smaller than the total of lines 31 and 33, enter amount owed		33	
	35	**Overpayment.** If line 32h is larger than the total of lines 31 and 33, enter amount overpaid		34	-0-
	36	Enter amount of line 35 you want: **Credited to 1995 estimated tax** ► **Refunded** ►		35	
				36	

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.

Please Sign Here
Signature of officer ► Date ► Title
Date 5/8/95
Check if self-employed ☐
[redacted]

Paid Preparer's Use Only
Preparer's signature ► Steve Prescott
Firm's name (or yours if self-employed) and address ► LEDGERPLUS 8910 N. DALE MABRY, SUITE 12, TAMPA, FL
E.I. No. ► 59-3178382
ZIP code ► 33614

Cat. No. 11450Q

Schedule A Cost of Goods Sold (See instructions.)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory:
☐ Cost ☐ Lower of cost or market as described in Regulations section 1.471-4
☐ Writedown of subnormal goods as described in Regulations section 1.471-2(c)
☐ Other (Specify method used and attach explanation.) ▶
b Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐
c If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9c
d Do the rules of section 263A (for property produced or acquired for resale) apply to the corporation? ☐ Yes ☑ No
e 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 instructions.)

		(a) Dividends received	(b) %	(c) Special deductions (a) × (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 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 (d) Common	(e) Preferred	(f) Amount of compensation
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 instructions.)

1 Check if the corporation is a member of a controlled group (see sections 1561 and 1563) . . . ▶ ☐

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 14) . . . ▶ ☐ — 3 -0-

4a Foreign tax credit (attach Form 1118) . . . 4a
b Possessions tax credit (attach Form 5735) . . . 4b
c Orphan drug credit (attach Form 6765) . . . 4c
d Check: ☐ Nonconventional source fuel credit ☐ QEV credit (attach Form 8834) 4d
e General business credit. Enter here and check which forms are attached:
☐ 3800 ☐ 3468 ☐ 5884 ☐ 6478 ☐ 6765 ☐ 8586 ☐ 8830
☐ 8826 ☐ 8835 ☐ 8844 ☐ 8845 ☐ 8846 ☐ 8847 4e
f Credit for prior year minimum tax (attach Form 8827) 4f

5 **Total credits.** Add lines 4a through 4f . . . 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 pages 17 and 18 of instructions.)

		Yes	No
1	Check method of accounting: a ☐ Cash b ☑ Accrual c ☐ Other (specify) ▶		
2	Refer to page 19 of the instructions and state the principal: a Business activity code no. ▶ 4990 b Business activity ▶ UTILITY c Product or service ▶ WATER AND WASTEWATER		
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).) 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.		✓
4	Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? If "Yes," enter employer identification number and name of the parent corporation ▶		✓
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 "Yes," attach a schedule showing name and identifying number. (Do not include any information already entered in 4 above.) Enter percentage owned ▶ 50%		✓
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.) 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.		✓
7	Was the corporation a U.S. shareholder of any controlled foreign corporation? (See sections 951 and 957.) If "Yes," attach Form 5471 for each such corporation. Enter number of Forms 5471 attached ▶		✓
8	At any time during the 1994 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)? If "Yes," the corporation may have to file Form TD F 90-22.1. If "Yes," enter name of foreign country ▶		✓
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		✓
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," a Enter percentage owned ▶ b Enter owner's country ▶ c The corporation may have to file Form 5472. Enter number of Forms 5472 attached ▶		✓
11	Check this box if the corporation issued publicly offered debt instruments with original issue discount . ▶ ☐ If so, the corporation may have to file Form 8281.		
12	Enter the amount of tax-exempt interest received or accrued during the tax year ▶ $ -0-		
13	If there were 35 or fewer shareholders at the end of the tax year, enter the number ▶ 2		
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.) ▶ $ 4,644		

Schedule L Balance Sheets

		Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
	Assets				
1	Cash	4,679	4,679	3,118	3,118
2a	Trade notes and accounts receivable	( )		( )	
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)		<9,847>		<9,847>
6	Other current assets (attach schedule)		1,000		1,000
7	Loans to stockholders				
8	Mortgage and real estate loans				
9	Other investments (attach schedule)	52,151		52,151	
10a	Buildings and other depreciable assets	5,105	47,046	6,535	45,616
b	Less accumulated depreciation	( )		( )	
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)		42,879		40,807
15	Total assets				870
	Liabilities and Stockholders' Equity				
16	Accounts payable		2,083		2,121
17	Mortgages, notes, bonds payable in less than 1 year		3,926		
18	Other current liabilities (attach schedule)				25,244
19	Loans from stockholders				
20	Mortgages, notes, bonds payable in 1 year or more		36,602		1,000
21	Other liabilities (attach schedule)		1,000	1,000	
22	Capital stock: a Preferred stock	1,000			
	b Common stock				1,572
23	Paid-in or capital surplus				( )
24	Retained earnings—Appropriated (attach schedule)		<732>		40,807
25	Retained earnings—Unappropriated		( )		
26	Less cost of treasury stock				
27	Total liabilities and stockholders' equity		42,879		

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 instructions.)

1	Net income (loss) per books	2,304	7	Income recorded on books this year not included on this return (itemize): Tax-exempt interest $
2	Federal income tax	-0-		
3	Excess of capital losses over capital gains		8	Deductions on this return not charged against book income this year (itemize):
4	Income subject to tax not recorded on books this year (itemize):		a	Depreciation $
5	Expenses recorded on books this year not deducted on this return (itemize):		b	Contributions carryover $
a	Depreciation $		9	Add lines 7 and 8 -0-
b	Contributions carryover $		10	Income (line 28, page 1)—line 6 less line 9 2,304
c	Travel and entertainment $			
6	Add lines 1 through 5	2,304		

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

1	Balance at beginning of year	<732>	5	Distributions: a Cash
2	Net income (loss) per books	2,304		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	1,572	8	Balance at end of year (line 4 less line 7) 1,572

Form **7004**
(Rev. May 1994)
Department of the Treasury
Internal Revenue Service

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

OMB No. 1545-0233

Employer identification number: 59-3177126

Name of corporation: SUMTER WATER COMPANY, INC.

Number, street, and room or suite no. (If a P.O. box, see instructions.): P.O. BOX 26572

City or town, state, and ZIP code: TAMPA, FLORIDA 33623

Check type of return to be filed:

- [X] Form 1120
- [ ] Form 1120-A
- [ ] Form 1120-SF
- [ ] 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 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 foreign corporations, 3-month) extension of time until SEPTEMBER 15, 19 95, to file the income tax return of the corporation named above for ▶ [X] calendar year 19 94 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)			3	-0-
4	Credits:				
a	Overpayment credited from prior year	4a			
b	Estimated tax payments for the tax year	4b			
c	Less refund for the tax year applied for on Form 4466	4c	( )	Bal ▶ 4d	-0-
e	Credit from regulated investment companies			4e	
f	Credit for Federal tax on fuels			4f	
5	Total. Add lines 4d through 4f			5	-0-
6	Balance due. Subtract line 5 from line 3. Deposit this amount with a Federal Tax Deposit (FTD) Coupon (see instructions)			6	-0-

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) CPA (Title) 3/15/95 (Date)

For Paperwork Reduction Act Notice, see instructions. Cat. No. 13804A Form **7004** (Rev. 5-94)

Form **4562**

Department of the Treasury Internal Revenue Service (R)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach this form to your return.

OMB No. 1545-0172

1994

Attachment Sequence No. **67**

Identifying number 59-3177126

Name(s) shown on return: SUMTER WATER COMPANY, INC.

Business or activity to which this form relates: WATER AND WASTEWATER UTILITY

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 instructions.)	1	$17,500
2	Total cost of section 179 property placed in service during the tax year (see 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 instructions.)	5	

	(a) Description of property	(b) Cost	(c) Elected cost
6			

7	Listed property. Enter amount from line 26	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 1993 (see 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 1995. 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 1994 Tax Year (Do Not Include Listed Property)**

(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 A—General Depreciation System (GDS) (see instructions)						
14a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property			27.5 yrs.	MM	S/L	
g Residential rental property			27.5 yrs.	MM	S/L	
h Nonresidential real property			39 yrs.	MM	S/L	
Section B—Alternative Depreciation System (ADS) (see instructions)						
15a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part III **Other Depreciation (Do Not Include Listed Property)**

16	GDS and ADS deductions for assets placed in service in tax years beginning before 1994 (see instructions)	16	1,430
17	Property subject to section 168(f)(1) election (see instructions)	17	
18	ACRS and other depreciation (see instructions)	18	

Part IV **Summary**

19	Listed property. Enter amount from line 25	19	
20	**Total.** Add deductions on line 12, lines 14 and 15 in column (g), and lines 16 through 19. Enter here and on the appropriate lines of your return. (Partnerships and S corporations—see instructions)	20	1,430
21	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs (see instructions)	21	

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

For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 22a, 22b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

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

22a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No 22b 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
23 Property used more than 50% in a qualified business use (see instructions):								
		%						
		%						
		%						
24 Property used 50% or less in a qualified business use (see instructions):								
		%				S/L -		
		%				S/L -		
		%				S/L -		
25 Add amounts in column (h). Enter the total here and on line 19, page 1							25	
26 Add amounts in column (i). Enter the total here and on line 7, page 1								26

Section B—Information on Use of Vehicles—*If you deduct expenses for vehicles:*

- *Always 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	
27 Total business/investment miles driven during the year (DO NOT include commuting miles)												
28 Total commuting miles driven during the year												
29 Total other personal (noncommuting) miles driven												
30 Total miles driven during the year. Add lines 27 through 29												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
31 Was the vehicle available for personal use during off-duty hours?												
32 Was the vehicle used primarily by a more than 5% owner or related person?												
33 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. **Note:** *Section B must always be completed for vehicles used by sole proprietors, partners, or other more than 5% owners or related persons.*

	Yes	No
34 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
35 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? (See instructions for vehicles used by corporate officers, directors, or 1% or more owners.)		
36 Do you treat all use of vehicles by employees as personal use?		
37 Do you provide more than five vehicles to your employees and retain the information received from your employees concerning the use of the vehicles?		
38 Do you meet the requirements concerning qualified automobile demonstration use (see instructions)? **Note:** *If your answer to 34, 35, 36, 37, or 38 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
39 Amortization of costs that begins during your 1994 tax year:					
40 Amortization of costs that began before 1994					40
41 **Total.** Enter here and on "Other Deductions" or "Other Expenses" line of your return					41

Sumter Water Company, Inc.
59-3177126
Form 1120
12/31/94

Page 1, Line 26, Other Deductions

Bank Service Charges	509
Chemicals	183
Contractual Services	16,297
Licenses and Fees	1,782
Materials and Supplies	570
Office Expense and Supplies	227
Purchased Power - Water	2,979
Purchased Power - Wastewater	316
Sludge Removal	2,679
Telephone	291
	25,833

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

Terence O. Sullivan
SS No.: [redacted]

John H. Hotaling
SS No.: [redacted]

Sumter Water Company, Inc.
59-3177126
Form 1120
12/31/94

Page 4, Sch. L, Line 6,
Other Currents Assets

Due to Associated Companies	(9,847)
	(9,847)

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

Customer Deposits	715
Accrued Taxes	1,406
	2,121

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

Contr. In Aid of Constr.	41,150
CIAC - Amortization	(5,906)
	35,244

Sumter Water Company, Inc.
59-3177126
Form 1120
12/31/94

Net Operating Loss Carryover

	NOL Carryover to 12/31/94
Net Loss generated 12/31/93	4,644
	4,644

Taxpayer's Copy

Form **1120** — Department of the Treasury, Internal Revenue Service

U.S. Corporation Income Tax Return

For calendar year 1993 or tax year beginning ..... , 1993, ending ..... , 19 ...

▶ Instructions are separate. See page 1 for Paperwork Reduction Act Notice.

OMB No. 1545-0123

1993

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. Otherwise, please print or type.

Name: SUMTER WATER COMPANY, INC.

Number, street, and room or suite no. (If a P.O. box, see page 7 of instructions.): P.O. BOX 26572

City or town, state, and ZIP code: TAMPA, FLORIDA 33623

B Employer identification number: 59 3177126

C Date incorporated: 2/17/93

D Total assets (see Specific Instructions): $ 42879

E Check applicable boxes: (1) ☑ Initial return (2) ☐ Final return (3) ☐ Change of address

Income	1a	Gross receipts or sales: 32,316 — b Less returns and allowances: — c Bal ▶	1c	32,316
	2	Cost of goods sold (Schedule A, line 8)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	32,316
	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 instructions—attach schedule) SUNDRY	10	320
	11	**Total income.** Add lines 3 through 10 ▶	11	32,636
Deductions (See instructions for limitations on deductions.)	12	Compensation of officers (Schedule E, line 4)	12	
	13a	Salaries and wages — b Less employment credits — c Bal ▶	13c	
	14	Repairs and maintenance	14	200
	15	Bad debts	15	
	16	Rents	16	
	17	Taxes and licenses	17	3,426
	18	Interest	18	
	19	Charitable contributions (see instructions for 10% limitation)	19	
	20	Depreciation (attach Form 4562) 20: 3,338		
	21	Less depreciation claimed on Schedule A and elsewhere on return 21a:	21b	3,338
	22	Depletion	22	
	23	Advertising	23	
	24	Pension, profit-sharing, etc., plans	24	
	25	Employee benefit programs	25	
	26	Other deductions (attach schedule)	26	30,316
	27	**Total deductions.** Add lines 12 through 26 ▶	27	37,280
	28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11	28	<4,644>
	29	Less: a Net operating loss deduction (see instructions) 29a: — b Special deductions (Schedule C, line 20) 29b:	29c	
	30	**Taxable income.** Subtract line 29c from line 28 <LOSS>	30	<4,644>
	31	**Total tax** (Schedule J, line 10)	31	
Tax and Payments	32	**Payments:** a 1992 overpayment credited to 1993 32a: — b 1993 estimated tax payments 32b: — c Less 1993 refund applied for on Form 4466 32c: ( ) — d Bal ▶ 32d: -0-		
		e Tax deposited with Form 7004 32e:		
		f Credit from regulated investment companies (attach Form 2439) 32f:		
		g Credit for Federal tax on fuels (attach Form 4136). See instructions 32g:	32h	-0-
	33	Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ ☐	33	
	34	**Tax due.** If line 32h is smaller than the total of lines 31 and 33, enter amount owed	34	-0-
	35	**Overpayment.** If line 32h is larger than the total of lines 31 and 33, enter amount overpaid	35	
	36	Enter amount of line 35 you want: **Credited to 1994 estimated tax** ▶ **Refunded** ▶	36	

Please 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: [signature] — Date: 3-8-94 — Title: Pres.

Paid Preparer's Use Only

Preparer's signature: Steve Pesant — Date: 9/7/94 — Check if self-employed ☐ — Preparer's social security number: [redacted]

Firm's name (or yours if self-employed) and address: LEDGER PLUS, 8910 N. DALE MABRY, SUITE 12, TAMPA, FL — E.I. No. ▶ 59 3148393 — ZIP code ▶ 33614

Cat. No. 11450Q

Schedule A Cost of Goods Sold (See instructions.)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory:

☐ Cost ☐ Lower of cost or market as described in Regulations section 1.471-4

☐ Writedown of subnormal goods as described in Regulations section 1.471-2(c)

☐ Other (Specify method used and attach explanation.) ▶

b Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

c If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9c

d Do the rules of section 263A (for property produced or acquired for resale) apply to the corporation? ☐ Yes ☐ No

e 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 instructions.)

		(a) Dividends received	(b) %	(c) Special deductions (a) × (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 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 (see instructions)			
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	Percentage of corporation stock owned (d) Common	(e) Preferred	(f) Amount of compensation
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 instructions.)

1 Check if the corporation is a member of a controlled group (see sections 1561 and 1563) ▶ ☐

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 Orphan drug credit (attach Form 6765) — 4c
d Check: ☐ Nonconventional source fuel credit ☐ QEV credit (attach Form 8834) — 4d
e General business credit. Enter here and check which forms are attached: — 4e
☐ Form 3800 ☐ Form 3468 ☐ Form 5884 ☐ Form 6478 ☐ Form 6765
☐ Form 8586 ☐ Form 8830 ☐ Form 8826 ☐ Form 8835
f Credit for prior year minimum tax (attach Form 8827) — 4f

5 Total credits. Add lines 4a through 4f — 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 pages 17 and 18 of instructions.)

		Yes	No
1	Check method of accounting: a ☐ Cash b ☑ Accrual c ☐ Other (specify) ▶		
2	Refer to page 19 of the instructions and state the principal:		
a	Business activity code no. ▶ 4990		
b	Business activity ▶ UTILITY		
c	Product or service ▶ WATER AND WASTEWATER		
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).) 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.		✓
4	Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? If "Yes," enter employer identification number and name of the parent corporation ▶		✓
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 "Yes," attach a schedule showing name and identifying number. (Do not include any information already entered in 4 above.) Enter percentage owned ▶ 50%	✓	
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.) 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.		✓
7	Was the corporation a U.S. shareholder of any controlled foreign corporation? (See sections 951 and 957.) If "Yes," attach Form 5471 for each such corporation. Enter number of Forms 5471 attached ▶		✓
8	At any time during the 1993 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)? If "Yes," the corporation may have to file Form TD F 90-22.1. If "Yes," enter name of foreign country ▶		✓
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		✓
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," a Enter percentage owned ▶ b Enter owner's country ▶ c The corporation may have to file Form 5472. Enter number of Forms 5472 attached ▶		✓
11	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If so, the corporation may have to file Form 8281.		✓
12	Enter the amount of tax-exempt interest received or accrued during the tax year ▶ $ — 0 —		
13	If there were 35 or fewer shareholders at the end of the tax year, enter the number ▶ 2		
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.) ▶ $ — 0 —		

Schedule L Balance Sheets

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1 Cash				1
2a Trade notes and accounts receivable			4,679	
b Less allowance for bad debts	( )		( )	4,679
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach schedule)				<9847>
7 Loans to stockholders				1,000
8 Mortgage and real estate loans				
9 Other investments (attach schedule)				
10a Buildings and other depreciable assets			52,151	
b Less accumulated depreciation	( )		<5,105>	47,046
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				42,879
Liabilities and Stockholders' Equity				
16 Accounts payable				2,083
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach schedule)				3926
19 Loans from stockholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach schedule)				34,602
22 Capital stock: a Preferred stock				
b Common stock			1,000	1,000
23 Paid-in or capital surplus				
24 Retained earnings—Appropriated (attach schedule)				
25 Retained earnings—Unappropriated				<732>
26 Less cost of treasury stock	( )		( )	( )
27 Total liabilities and stockholders' equity				42,879

INITIAL YEAR

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 instructions.)

1 Net income (loss) per books	<Loss> <1377>	7 Income recorded on books this year not included on this return (itemize): Tax-exempt interest $ ..... CTAC - AMORTIZATION 1358	1358
2 Federal income tax	-0-		
3 Excess of capital losses over capital gains			
4 Income subject to tax not recorded on books this year (itemize):		8 Deductions on this return not charged against book income this year (itemize): a Depreciation $ 1908	
5 Expenses recorded on books this year not deducted on this return (itemize): a Depreciation $ ..... b Contributions carryover $ ..... c Travel and entertainment $		b Contributions carryover $ ..... ROUNDING 1	1909
6 Add lines 1 through 5	<1377>	9 Add lines 7 and 8	3267
		10 Income (line 28, page 1)—line 6 less line 9	<4644>

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

1 Balance at beginning of year	645	5 Distributions: a Cash	
2 Net income (loss) per books	<Loss> <1377>	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	<732>	8 Balance at end of year (line 4 less line 7)	<732>

Form **4562**

Department of the Treasury
Internal Revenue Service (T)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach this form to your return.

OMB No. 1545-0172

1993

Attachment Sequence No. **67**

Name(s) shown on return

SUMTER WATER COMPANY, INC.

Identifying number

59-3177126

Business or activity to which this form relates

WATER AND WASTEWATER UTILITY

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 instructions.)	1	$17,500
2	Total cost of section 179 property placed in service during the tax year (see instructions)	2	-0-
3	Threshold cost of section 179 property before reduction in limitation	3	$200,000
4	Reduction in limitation. Subtract line 3 from line 2, but do not enter less than -0-	4	-0-
5	Dollar limitation for tax year. Subtract line 4 from line 1, but do not enter less than -0-. (If married filing separately, see instructions.)	5	17500

	(a) Description of property	(b) Cost	(c) Elected cost
6			

7	Listed property. Enter amount from line 26	7		
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7		8	-0-
9	Tentative deduction. Enter the smaller of line 5 or line 8		9	-0-
10	Carryover of disallowed deduction from 1992 (see instructions)		10	-0-
11	Taxable income limitation. Enter the smaller of taxable income or line 5 (see instructions)		11	-0-
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11		12	-0-
13	Carryover of disallowed deduction to 1994. Add lines 9 and 10, less line 12 ▶	13	-0-	

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 1993 Tax Year (Do Not Include Listed Property)**

(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
14 General Depreciation System (GDS) (see instructions):						
a 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	
			27.5 yrs.	MM	S/L	
h Nonresidential real property				MM	S/L	
				MM	S/L	
15 Alternative Depreciation System (ADS) (see instructions):						
a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part III **Other Depreciation (Do Not Include Listed Property)**

16	GDS and ADS deductions for assets placed in service in tax years beginning before 1993 (see instructions)	16	3338
17	Property subject to section 168(f)(1) election (see instructions)	17	
18	ACRS and other depreciation (see instructions)	18	

Part IV **Summary**

19	Listed property. Enter amount from line 25	19	
20	Total. Add deductions on line 12, lines 14 and 15 in column (g), and lines 16 through 19. Enter here and on the appropriate lines of your return. (Partnerships and S corporations—see instructions)	20	3338
21	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs (see instructions)	21	

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

For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 22a, 22b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A—Depreciation and Other Information *(Caution: See instructions for limitations for automobiles.)*

22a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No 22b 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
23 Property used more than 50% in a qualified business use (see instructions):								
		%						
		%						
		%						
24 Property used 50% or less in a qualified business use (see instructions):								
		%				S/L -		
		%				S/L -		
		%				S/L -		
25 Add amounts in column (h). Enter the total here and on line 19, page 1.							25	
26 Add amounts in column (i). Enter the total here and on line 7, page 1								26

Section B—Information Regarding Use of Vehicles—*If you deduct expenses for vehicles:*

- *Always 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	
27 Total business/investment miles driven during the year (DO NOT include commuting miles)												
28 Total commuting miles driven during the year												
29 Total other personal (noncommuting) miles driven												
30 Total miles driven during the year. Add lines 27 through 29												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
31 Was the vehicle available for personal use during off-duty hours?												
32 Was the vehicle used primarily by a more than 5% owner or related person?												
33 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. **Note:** *Section B must always be completed for vehicles used by sole proprietors, partners, or other more than 5% owners or related persons.*

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

Note: *If your answer to 34, 35, 36, 37, or 38 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
39 Amortization of costs that begins during your 1993 tax year:					
40 Amortization of costs that began before 1993					40
41 **Total.** Enter here and on "Other Deductions" or "Other Expenses" line of your return					41

Form **7004**
(Rev. October 1991)
Department of the Treasury
Internal Revenue Service

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

OMB No. 1545-0233
Expires 10-31-94

Employer identification number: 59-3177126

Name of corporation: SUMTER WATER COMPANY, INC.

Number, street, and room or suite no. (If a P.O. box, see instructions.): 6608 WALTON WAY

City or town, state, and ZIP code: TAMPA, FLORIDA 33610

Check type of return to be filed:

- [X] Form 1120
- [ ] Form 1120-A
- [ ] Form 1120-DF
- [ ] Form 1120F
- [ ] Form 1120-FSC
- [ ] Form 1120-H
- [ ] Form 1120L
- [ ] Form 1120-ND
- [ ] Form 1120-PC
- [ ] Form 1120-POL
- [ ] Form 1120-REIT
- [ ] Form 1120-RIC
- [ ] Form 1120S
- [ ] Form 990-C
- [ ] Form 990-T

Form 1120F 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 extension of time until SEPTEMBER 15, 19 94, to file the income tax return of the corporation named above for ▶ [X] calendar year 19 93 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) . . . . . 3 -0-

4 Credits:

a Overpayment credited from prior year. 4a
b Estimated tax payments for the tax year. 4b
c Less refund for the tax year applied for on Form 4466 . . . 4c ( ) Bal ▶ 4d
e Credit from regulated investment companies 4e
f Credit for Federal tax on fuels 4f

5 Total. Add lines 4d through 4f 5

6 **Balance due.** Subtract line 5 from line 3. **Deposit this amount with a Federal Tax Deposit (FTD) Coupon (see instructions)** . . . . . 6 -0-

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) ..... CPA (Title) ..... 3-15-94 (Date)

For Paperwork Reduction Act Notice, see instructions. Cat. No. 13804A Form **7004** (Rev. 10-91)

Sumter Water Company, Inc.
59-3177126
Form 1120
12/31/93

Page 1, Line 26, Other Deductions

Accounting	2,803
Accounting - PSC	1,265
Bank Service Charges	186
Gas and Oil	2,613
Legal	2,017
Licenses and Fees	1,754
Miscellaneous Expense	344
Office Expense and Supplies	589
Purchases - Labor	525
Purchases - Chemicals	95
Purchases - Engineering	5,809
Purchases - Operators	9,000
Purchases - Subcontract	1,520
Sludge Removal	1,085
Telephone	413
Utilities	298
	30,316

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

Terence O. Sullivan
SS No.: [redacted]

John H. Hotaling
SS No.: [redacted]

Sumter Water Company, Inc.
59-3177126
Form 1120
12/31/93

Page 4, Sch. L, Line 6,
Other Currents Assets

Due to Associated Companies	9,847
	9,847

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

Customer Deposits	1,081
Accrued Taxes	2,845
	3,926

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

CIAC	41,150
CIAC - Amortization	(4,548)
	36,602

USA 0707 9:54

U.S. Corporation Income Tax Return

Form **1120**

Department of the Treasury
Internal Revenue Service

For calendar year 1992 or tax year beginning _____, ending _____

OMB No 1545-0123

1992

▶ Instructions are separate. See page 1 for Paperwork Reduction Act Notice.

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, please print or type.

Name: USA UTILITIES, INC., UNIT 2
Number and street: 6608 WALTON WAY
City or town, state, and ZIP code: TAMPA FL 33610

B Employer identification number: 59-2870324

C Date incorporated: 8/04/87

D Total assets (see Specific Instr.) $ 263,768

E Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Change in address

Income	1a	Gross receipts/sales: 496,477	b Less returns & allowances	c Bal ▶	1c 496,477
	2	Cost of goods sold (Schedule A, line 8)			2 287,652
	3	Gross profit. Subtract line 2 from line 1c			3 208,825
	4	Dividends (Schedule C, line 19)			4
	5	Interest			5 4,651
	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 -1,975
	10	Other income (see instructions—attach schedule) See Schedule		▶	10 325
	11	**Total income.** Add lines 3 through 10		▶	11 211,826
Deductions (See instructions for limitations on deductions.)	12	Compensation of officers (Schedule E, line 4)		c Bal ▶	12
	13a	Salaries and wages: 31,253	b Less jobs credit	c Bal ▶	13c 31,253
	14	Repairs			14 205
	15	Bad debts			15 37,434
	16	Rents			16 2,074
	17	Taxes			17 -168
	18	Interest			18 7,091
	19	Charitable contributions (see instructions for 10% limitation)			19
	20	Depreciation (attach Form 4562): 20 13,873	21a		21b 13,873
	21	Less depreciation claimed on Schedule A and elsewhere on return			22
	22	Depletion			23 357
	23	Advertising			24
	24	Pension, profit-sharing, etc., plans			25
	25	Employee benefit programs			26 124,964
	26	Other deductions (attach schedule) See Schedule		▶	27 216,993
	27	**Total deductions.** Add lines 12 through 26			28 -5,167
	28	Taxable income before net operating loss deduction & special deductions. Subtract ln. 27 from ln. 11			29a 35,344
	29	Less: a Net operating loss deduction (see instructions)			29b
		b Special deductions (Schedule C, line 20)			29c 35,344
	30	**Taxable income.** Subtract line 29c from line 28			30 -40,511
	31	**Total tax** (Schedule J, line 10)			31 0
Tax and Payments	32	Payments: a 1991 overpayment credited to 1992	32a		
		b 1992 estimated tax payments	32b		
		c Less 1992 refund applied for on Form 4466	32c	d Bal ▶	32d
		e Tax deposited with Form 7004			32e
		f Credit from regulated investment companies (attach Form 2439)			32f
		g Credit for Federal tax on fuels (attach Form 4136). See instructions			32g
					32h
	33	Estimated tax penalty (see instructions). Check if Form 2220 is attached		▶ ☐	33
	34	**Tax due.** If line 32h is smaller than the total of lines 31 and 33, enter amount owed			34
	35	**Overpayment.** If line 32h is larger than the total of lines 31 and 33, enter amount overpaid			35
	36	Enter amt. of ln. 35 you want: **Credited to 1993 estimated tax** ▶		**Refunded** ▶	36

TAXPAYER'S COPY

Please 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 _____ Date _____ Title _____

Paid Preparer's Use Only

Preparer's signature: Lorne W Hunsberger — Date: 7/07/93 — Check if self-employed ☐ — Preparer's social security number: [redacted]

Firm's name (or yours if self-employed) and address: Lorne W. Hunsberger, PA
1000 N. Ashley Dr., Suite 415
Tampa FL

E.I. No. ▶ 59-1855875

ZIP Code ▶ 33602

0152

Schedule A Cost of Goods Sold (See instructions.)

1	Inventory at beginning of year	0
2	Purchases	146,435
3	Cost of labor	141,217
4	Additional section 263A costs (attach schedule)	
5	Other costs (attach schedule)	
6	**Total.** Add lines 1 through 5	287,652
7	Inventory at end of year	0
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	287,652

9a Check all methods used for valuing closing inventory:

(i) ☐ Cost (ii) ☐ Lower of cost or market as described in Regulations section 1.471-4

(iii) ☐ Writedown of "subnormal" goods as described in Regulations section 1.471-2(c)

(iv) ☐ Other (Specify method used and attach explanation.) ▶ ☐

b Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ☐

c If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9c

d Do the rules of section 263A (for property produced or acquired for resale) apply to the corporation? ☐ Yes ☒ No

e 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 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 (sec. 246A)		see instr.	
4	Dividends on certain preferred stock of less-than-20%-owned public utilities		41.176	
5	Dividends on certain preferred stock of 20%-or-more-owned public utilities		47.059	
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 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 (att. 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 (see instr.)			
19	**Total dividends.** Add lines 1 through 17. Enter here and on line 4, page 1 ▶			▶

20 **Total 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 (d) Common	(e) Preferred	(f) Amount of compensation
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 instructions.)

1	Check if the corporation is a member of a controlled group (see sections 1561 and 1563) ▶			X
2	If the box on line 1 is checked:			
a	Enter the corporation's share of the $50,000 and $25,000 taxable income bracket amounts (in that order): (i) $ (ii) $			
b	Enter the corporation's share of the additional 5% tax (not to exceed $11,750) ▶ $			
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 14) ▶ ☐		3	0
4a	Foreign tax credit (attach Form 1118)	4a		
b	Possessions tax credit (attach Form 5735)	4b		
c	Orphan drug credit (attach Form 6765)	4c		
d	Credit for fuel produced from a nonconventional source	4d		
e	General business credit. Enter here and check which forms are attached: ☐ Form 3800 ☐ Form 3468 ☐ Form 5884 ☐ Form 6478 ☐ Form 6765 ☐ Form 8586 ☐ Form 8830 ☐ Form 8826	4e		
f	Credit for prior year minimum tax (attach Form 8827)	4f		
5	**Total credits.** Add lines 4a through 4f		5	
6	Subtract line 5 from line 3		6	
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 instructions.)

		Yes	No
1	Check method of accounting: a ☐ Cash b ☒ Accrual c ☐ Other (specify) ▶		
2	Refer to the list in the instructions and state the principal:		
a	Business activity code no. ▶ 7389		
b	Business activity ▶ Utility Management		
c	Product or service ▶ Service		
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).)		X
	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.		
4	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 "Yes," complete a, b, and c below	X	
a	Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group?		X
b	Enter the name and identifying number of the parent corporation or other entity with 50% or more ownership ▶ Schedule		
c	Enter percentage owned ▶ 50.0000		
5	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.) 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.		X

		Yes	No
6	Was the corporation a U.S. shareholder of any controlled foreign corporation? (See sections 951 and 957.) If "Yes," attach Form 5471 for each such corporation. Enter number of Forms 5471 attached ▶		X
7	At any time during the 1992 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 acct., securities acct., or other financial acct.)? If "Yes," the corporation may have to file Form TD F 90-22.1. If "Yes," enter name of foreign country ▶		X
8	Was the corp. 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.		X
9	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," see page 17 of instructions and		X
a	Enter percentage owned ▶		
b	Enter owner's country ▶		
c	The corporation may have to file Form 5472. (See page 18 for penalties that may apply.) Enter number of Forms 5472 attached ▶		
10	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If so, the corporation may have to file Form 8281.		
11	Enter the amt. of tax-exempt interest received or accrued during the tax year ▶ $		
12	If there were 35 or fewer shareholders at the end of the tax year, enter the number ▶ 2		
13	If the corporation has an NOL for the tax year and is electing under sec. 172(b)(3) to forego the carryback period, check here ▶ ☒		

Schedule L Balance Sheets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
Assets				
1 Cash		11,177		15,202
2a Trade notes and accounts receivable	137,301		141,534	
b Less allowance for bad debts		137,301		141,534
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets See Sch		5,645		5,445
7 Loans to stockholders		500		500
8 Mortgage and real estate loans				
9 Other investments				
10a Buildings and other depreciable assets	109,627		112,964	
b Less accumulated depreciation	75,719	33,908	53,877	59,087
11a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)	168,000		168,000	
b Less accumulated amortization	92,400	75,600	126,000	42,000
14 Other assets				
15 Total assets		264,131		263,768
Liabilities and Stockholders' Equity				
16 Accounts payable		35,145		76,000
17 Mortgages, notes, bonds payable in less than 1 year		121,843		90,812
18 Other current liabilities See Sch		5,468		478
19 Loans from stockholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities				
22 Capital stock: a Preferred stock				
b Common stock	100	100	100	100
23 Paid-in or capital surplus		400		400
24 Retained earnings–Approp.				
25 Retained earnings–Unappropriated		101,175		95,978
26 Less cost of treasury stock				( )
27 Total liabilities and stockholders' equity		264,131		263,768

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 instructions.)			
1 Net income (loss) per books	-5,197	7 Income recorded on books this year not included on this return (itemize): Tax-exempt interest $	
2 Federal income tax			
3 Excess of capital losses over capital gains			
4 Income subject to tax not recorded on books this year (itemize):		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 $ 0		a Depreciation $	
b Contributions carryover $		b Contributions carryover $	
c Travel & entertainment $ 30			
	30	9 Add lines 7 and 8	
6 Add lines 1 through 5	-5,167	10 Income (line 28, page 1)—line 6 less line 9	-5,167

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)			
1 Balance at beginning of year	101,175	5 Distributions: a Cash	
2 Net income (loss) per books	-5,197	b Stock	
3 Other increases (itemize):		c Property	
		6 Other decreases (itemize):	
		7 Add lines 5 and 6	
4 Add lines 1, 2, and 3	95,978	8 Balance at end of year (line 4 less line 7)	95,978

USA 0706 4:32

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach this form to your return.

OMB No. 1545-0172

1992

Attachment Sequence No. **67**

Name(s) shown on return: USA UTILITIES, INC., UNIT 2

Identifying number: 59-2870324

Business or activity to which this form relates: General

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 (see instructions)	1	$10,000
2	Total cost of section 179 property placed in service during the tax year (see 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, but do not enter less than -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1, but do not enter less than -0-	5	10,000

	(a) Description of property	(b) Cost	(c) Elected cost
6			
7	Listed property. Enter amount from line 26	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	0
10	Carryover of disallowed deduction from 1991 (see instructions)	10	
11	Taxable income limitation. Enter the smaller of taxable income or line 5 (see instructions)	11	0
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 1993. Add lines 9 and 10, less line 12 ▶	13	

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

Part II MACRS Depreciation For Assets Placed in Service ONLY During Your 1992 Tax Year (Do Not Include Listed Property)

	(a) Classification of property	(b) Mo. and yr. placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
14	General Depreciation System (GDS) (see instructions):						
a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property			27.5 yrs.	MM	S/L	
g	Residential rental property			27.5 yrs.	MM	S/L	
				31.5 yrs.	MM	S/L	
h	Nonresidential real property			31.5 yrs.	MM	S/L	
15	Alternative Depreciation System (ADS) (see instructions):						
a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Part III Other Depreciation (Do Not Include Listed Property)

16	GDS and ADS deductions for assets placed in service in tax years beginning before 1992 (see instructions)	16	13,873
17	Property subject to section 168(f)(1) election (see instructions)	17	
18	ACRS and other depreciation (see instructions)	18	

Part IV Summary

19	Listed property. Enter amount from line 25	19	
20	Total. Add deductions on line 12, lines 14 and 15 in column (g), and lines 16 through 19. Enter here and on the appropriate lines of your return. (Partnerships and S corporations—see instructions)	20	13,873
21	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs (see instructions)	21	

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

For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 22a, 22b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A--Depreciation (Caution: See instructions for limitations for automobiles.)

22a Do you have evidence to support the busn./inv. use claimed? ☐ Yes ☐ No 22b If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Busn./inv. use percentage	(d) Cost or other basis	(e) Basis for depreciation (busn./inv. use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
23 Property used more than 50% in a qualified business use (see instructions):								
		%						
		%						
24 Property used 50% or less in a qualified business use (see instructions):								
		%				S/L-		
		%				S/L-		
25 Add amounts in column (h). Enter the total here and on line 19, page 1							25	
26 Add amounts in column (i). Enter the total here and on line 7, page 1								26

Section B--Information Regarding Use of Vehicles-- If you deduct expenses for vehicles:

- Always 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	
27 Total business/investment miles driven during the year (DO NOT include commuting miles)												
28 Total commuting miles driven during the year												
29 Total other personal (noncommuting) miles driven												
30 Total miles driven during the year. Add lines 27 through 29												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
31 Was the vehicle available for personal use during off-duty hours?												
32 Was the vehicle used primarily by a more than 5% owner or related person?												
33 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. **Note:** Section B must always be completed for vehicles used by sole proprietors, partners, or other more than 5% owners or related persons.

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

Note: If your answer to 34, 35, 36, 37, or 38 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
39 Amortization of costs that begins during your 1992 tax year:					
40 Amortization of costs that began before 1992				40	33,600
41 Total. Enter here and on "Other Deductions" or "Other Expenses" line of your return				41	33,600

USA 0706 4:32

Form **4626**

Department of the Treasury
Internal Revenue Service

Alternative Minimum Tax--Corporations
(Including environmental tax)

▶ See separate instructions.
▶ Attach to the corporation's tax return.

OMB No. 1545-0175

1992

Name: USA UTILITIES, INC., UNIT 2

Employer identification number: 59-2870324

1	Taxable income or (loss) before net operating loss deduction. (Important: See instructions if the corporation is subject to the environmental tax.)			1	-5,167
2	**Adjustments:**				
a	Depreciation of tangible property placed in service after 1986	2a	-3,169		
b	Amortization of certified pollution control facilities placed in service after 1986	2b			
c	Amort. of mining exploration and development costs paid or incurred after 1986	2c			
d	Amortization of circulation expenditures paid or incurred after 1986 (personal holding companies only)	2d			
e	Basis adjustments in determining gain or loss from sale or exchange of property	2e	-4,000		
f	Long-term contracts entered into after February 28, 1986	2f			
g	Installment sales of certain property	2g			
h	Merchant marine capital construction funds	2h			
i	Section 833(b) deduction (Blue Cross, Blue Shield, and similar type organizations only)	2i			
j	Tax shelter farm activities (personal service corporations only)	2j			
k	Passive activities (closely held corporations and personal service corporations only)	2k			
l	Certain loss limitations	2l			
m	Other adjustments	2m			
n	Combine lines 2a through 2m			2n	-7,169
3	**Tax preference items:**				
a	Depletion	3a			
b	Tax-exempt interest from private activity bonds issued after August 7, 1986	3b			
c	Appreciated property charitable deduction	3c			
d	Intangible drilling costs	3d			
e	Reserves for losses on bad debts of financial institutions	3e			
f	Accelerated depreciation of real property placed in service before 1987	3f			
g	Accelerated depreciation of leased personal property placed in service before 1987 (personal holding companies only)	3g			
h	Amortization of certified pollution control facilities placed in service before 1987	3h			
i	Add lines 3a through 3h			3i	
4	Pre-adjustment alternative minimum taxable income (AMTI). Combine lines 1, 2n, and 3i			4	-12,336
5	**Adjusted current earnings (ACE) adjustment:**				
a	Enter the corporation's ACE from line 10 of the worksheet on page 7 of the instr.	5a	-14,382		
b	Subtract line 4 from line 5a. If line 4 exceeds line 5a, enter the difference as a negative number (see instructions for examples)	5b	-2,046		
c	Multiply line 5b by 75% and enter the result as a positive number	5c	1,535		
d	Enter the excess, if any, of the corporation's total increases in AMTI from prior year ACE adjustments over its total reductions in AMTI from prior year ACE adjustments (see instructions). **Note:** You must enter an amount on line 5d (even if line 5b is positive)	5d			
e	ACE adjustment: • If you entered a positive number or zero on line 5b, enter the amount from line 5c on line 5e as a positive amount. • If you entered a negative number on line 5b, enter the smaller of line 5c or line 5d on line 5e as a negative amount.			5e	
6	Combine lines 4 and 5e. If zero or less, stop here (the corporation is not subject to the alternative minimum tax)			6	-12,336
7	Adjustment based on energy preferences. (Do not enter more than 40% of line 6.)			7	
8	Alternative tax net operating loss deduction. (Do not enter more than the excess, if any, of: (a) 90% of line 6, over (b) line 7.)			8	
9	**Alternative minimum taxable income.** Subtract the sum of lines 7 and 8 from line 6			9	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4626** (1992)

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10	Enter the amount from line 9 (alternative minimum taxable income)		10	
11	**Exemption phase-out computation** (if line 10 is $310,000 or more, skip lines 11a and 11b and enter -0- on line 11c):			
a	Subtract $150,000 from line 10 (if you are completing this line for a member of a controlled group of corporations, see instructions). If the result is zero or less, enter -0-	11a 0		
b	Multiply line 11a by 25%	11b		
c	Exemption. Subtract line 11b from $40,000 (if you are completing this line for a member of a controlled group of corporations, see instructions). If the result is zero or less, enter -0-		11c	0
12	Subtract line 11c from line 10. If the result is zero or less, enter -0-		12	0
13	Multiply line 12 by 20%		13	0
14	Alternative minimum tax foreign tax credit. (See instructions for limitations.)		14	
15	Tentative minimum tax. Subtract line 14 from line 13		15	0
16	Regular tax liability before all credits except the foreign tax credit and possessions tax credit		16	0
17	**Alternative minimum tax.** Subtract line 16 from line 15. If the result is zero or less, enter -0-. Also enter the result on the line provided on the corporation's income tax return (e.g., if you are filing Form 1120 for 1992, enter this amount on line 9a, Schedule J)		17	0
18	**Environmental tax.** Subtract $2,000,000 from line 6 (computed without regard to the corporation's environmental tax deduction) and multiply the excess, if any, by 0.12% (.0012). Enter the result here and on the line provided on the corporation's income tax return (e.g., if you are filing Form 1120 for 1992, enter this amount on line 9b, Schedule J). If you are completing this line for a member of a controlled group of corporations, see instructions		18	0

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 Sumter Water Company in 1991. 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 and wastewater systems of Sumter Water Company. In addition, a complete review of all files at the Florida Department of Environmental Regulation was performed. No outstanding consent orders are pending against Sumter Water Company. To the best of our knowlege, there are no outstanding violations with the DEP on this system. Several minor repairs were made by the Seller prior to closing.

USA 0705 4:32

Form **4797**

Department of the Treasury
Internal Revenue Service

Sales of Business Property

(Also Involuntary Conversions and Recapture Amounts Under Sections 179 and 280F)

▶ **Attach to your tax return.** ▶ **See separate instructions.**

OMB No. 1545-0184

1992

Attachment Sequence No. **27**

Name(s) shown on return

USA UTILITIES, INC., UNIT 2

Identifying number

59-2870324

1 Enter here the gross proceeds from the sale or exchange of real estate reported to you for 1992 on Form(s) 1099-S (or a substitute statement) that you will be including on line 2, 11, or 22 1

Part I Sales or Exchanges of Property Used in a Trade or Business and Involuntary Conversions From Other Than Casualty or Theft--Property Held More Than 1 Year

(a) Description of property	(b) Date acquired (mo., day, yr.)	(c) Date Sold (mo., day, yr.)	(d) Gross sales price	(e) Depreciation allowed or allowable since acquisition	(f) Cost or other basis, plus improvements and expense of sale	(g) LOSS ((f) minus the sum of (d) and (e))	(h) GAIN ((d) plus (e) minus (f))
2 See Schedule						2,872	

3 Gain, if any, from Form 4684, line 39	3	
4 Section 1231 gain from installment sales from Form 6252, line 26 or 37	4	
5 Section 1231 gain or (loss) from like-kind exchanges from Form 8824	5	
6 Gain, if any, from line 34, from other than casualty or theft	6	
7 Add lines 2 through 6 in columns (g) and (h)	7	2,872
8 Combine columns (g) and (h) of line 7. Enter gain or (loss) here, and on the appropriate lines as follows:	8	-2,872

Partnerships-- Enter the gain or (loss) on Form 1065, Schedule K, line 6. Skip lines 9, 10, 12, and 13 below.

S corporations-- Report the gain or (loss) following the instructions for Form 1120S, Schedule K, lines 5 and 6. Skip lines 9, 10, 12, and 13 below, unless line 8 is a gain and the S corporation is subject to the capital gains tax.

All others-- If line 8 is zero or a loss, enter the amount on line 12 below and skip lines 9 and 10. If line 8 is a gain and you did not have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain as a long-term capital gain on Schedule D and skip lines 9, 10, and 13 below.

9 Nonrecaptured net section 1231 losses from prior years (see instructions)	9	
10 Subtract line 9 from line 8. If zero or less, enter -0-. Also enter on the appropriate line as follows (see instr.):	10	0

S corporations-- Enter this amount (if more than zero) on Schedule D (Form 1120S), line 13, and skip lines 12 and 13 below.

All others-- If line 10 is zero, enter the amount from line 8 on line 13 below. If line 10 is more than zero, enter the amount from line 9 on line 13 below, and enter the amount from line 10 as a long-term capital gain on Schedule D.

Part II Ordinary Gains and Losses

11 Ordinary gains and losses not included on lines 12 through 18 (include property held 1 year or less):

12 Loss, if any, from line 8	12	2,872	
13 Gain, if any, from line 8, or amount from line 9 if applicable	13		
14 Gain, if any, from line 33	14		897
15 Net gain or (loss) from Form 4684, lines 31 and 38a	15		
16 Ordinary gain from installment sales from Form 6252, line 25 or 36	16		
17 Ordinary gain or (loss) from like-kind exchanges from Form 8824	17		
18 Recapture of section 179 expense deduction for partners and S corporation shareholders from property dispositions by partnerships and S corporations (see instr.)	18		
19 Add lines 11 through 18 in columns (g) and (h)	19	2,872	897
20 Combine columns (g) and (h) of line 19. Enter gain or (loss) here, and on the appropriate line as follows:	20		-1,975

a For all except individual returns: Enter the gain or (loss) from line 20 on the return being filed.

b For individual returns:

(1) If the loss on line 12 includes a loss from Form 4684, line 35, column (b)(ii), enter that part of the loss here and on line 20 of Schedule A (Form 1040). Identify as from "Form 4797, line 20b(1)." See instructions 20b 1

(2) Redetermine the gain or (loss) on line 20, excluding the loss, if any, on line 20b(1). Enter here and on Form 1040, line 15 ..... 20b 2

Form 4797 (1992) USA UTILITIES, INC., UNIT 2 59-2870324 Page 2

Part III Gain From Disposition of Property Under Sections 1245, 1250, 1252, 1254, and 1255

21 (a) Description of section 1245, 1250, 1252, 1254, or 1255 property:	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)
A S-10 pickup	1/01/88	11/01/92
B S-10 pickup	1/01/88	11/01/92
C		
D		

Relate lines 21A through 21D to these columns		Property A	Property B	Property C	Property D
22 Gross sales price (Note: See line 1 before completing.)	22	1,600	1,225		
23 Cost or other basis plus expense of sale	23	8,372	8,372		
24 Depreciation (or depletion) allowed or allowable	24	7,408	7,408		
25 Adjusted basis. Subtract line 24 from line 23	25	964	964		
26 Total gain. Subtract line 25 from line 22	26	636	261		
27 **If section 1245 property:**					
a Depreciation allowed or allowable from line 24	27a	7,408	7,408		
b Enter the **smaller** of line 26 or 27a	27b	636	261		
28 **If section 1250 property:** If straight line depreciation was used, enter -0- on line 28g, except for a corporation subject to section 291.					
a Additional depreciation after 1975 (see instructions)	28a				
b Applicable percentage multiplied by the **smaller** of line 26 or line 28a (see instructions)	28b				
c Subtract line 28a from line 26. If line 26 is not more than line 28a, skip lines 28d and 28e	28c				
d Additional depreciation after 1969 and before 1976	28d				
e Applicable percentage multiplied by the **smaller** of line 28c or 28d (see instructions)	28e				
f Section 291 amount (corporations only)	28f				
g Add lines 28b, 28e, and 28f	28g				
29 **If section 1252 property:** Skip this section if you did not dispose of farmland or if this form is being completed for a partnership.					
a Soil, water, and land clearing expenses	29a				
b Line 29a multiplied by applicable percentage (see instr.)	29b				
c Enter the **smaller** of line 26 or 29b	29c				
30 **If section 1254 property:**					
a Intangible drilling and development costs, expenditures for development of mines and other natural deposits, and mining exploration costs (see instructions)	30a				
b Enter the **smaller** of line 26 or 30a	30b				
31 **If section 1255 property:**					
a Applicable percentage of payments excluded from income under section 126 (see instructions)	31a				
b Enter the **smaller** of line 26 or 31a	31b				

Summary of Part III Gains. Complete property columns A through D, through line 31b before going to line 32.

32 Total gains for all properties. Add columns A through D, line 26	32	897
33 Add columns A through D, lines 27b, 28g, 29c, 30b, and 31b. Enter here and on line 14. See the instructions for Part IV if this is an installment sale	33	897
34 Subtract line 33 from line 32. Enter the portion from casualty or theft on Form 4684, line 33. Enter the portion from other than casualty or theft on Form 4797, line 6	34	0

Part IV Election Not to Use the Installment Method. Complete this part only if you elect out of the installment method and report a note or other obligation at less than full face value.

35 Check here if you elect out of the installment method	▶	☐
36 Enter the face amount of the note or other obligation	▶	$
37 Enter the percentage of valuation of the note or other obligation	▶	%

Part V Recapture Amounts Under Sections 179 and 280F When Business Use Drops to 50% or Less

See instructions for Part V.

		(a) Section 179	(b) Section 280F
38 Section 179 expense deduction or depreciation allowable in prior years	38		
39 Recomputed depreciation (see instructions)	39		
40 Recapture amount. Subtract line 39 from line 38. See instructions for where to report	40		

Page 1 - Other Income

Description	Amount
Miscellaneous income	$ 325
	$ 325

Page 1, Line 26 - Other Deductions

Description	Amount
Accounting	$ 12,400
Administration expense	5,129
Auto expense	6,657
Bank charges	788
Casual labor	1,855
Common area maintenance	322
Contract accounting	1,234
Dues & subscriptions	369
Education	150
Equipment rental	33
Equipment repairs	32
Freight charges	7
Janitorial services	910
Insurance expense - general	26,019
Insurance expense - group	8,971
Legal	2,710
Miscellaneous expense	2,252
Office expense	6,971
Small tools	273
Sanitation service	116
Telephone	9,750
Utilities	4,298
80% of Meals & Entertainment	118
Amortization	33,600
	$ 124,964

NOL and Other Carryovers Deducted in Computing Federal Taxable Inc.

Description	Amount
NOL FYE 12/31/90	$ 3
NOL FYE 12/31/91	35,341
	$ 35,344

Stockholders with 50% or more ownership

Description
Terence O. Sullivan [redacted]
John H. Hotaling [redacted]

Page 4, Schedule L, Line 6 - Other Current Assets

Description	Beginning of Year	End of Year
Utility deposits	$ 845	$ 645
Prepaid-other	4,800	4,800
	$ 5,645	$ 5,445

Page 4, Schedule L, Line 18 - Other Current Liabilities

Description	Beginning of Year	End of Year
FICA & federal withholding	$ -551	
State unemployment payable	-1,381	
Federal unemployment payable	-582	
Other accrued taxes	7,776	272
Federal income tax payable	-610	-610
Florida income tax payable	816	816
	$ 5,468	$ 478

Form 4797, Part I, Line 2 - Property Held More Than 1 Year

Desc.	Date Acq.	Date Sold	Sales Price	Dep. Allowed	Basis	Loss	Gain
Toyota pickup #1	3/01/89	11/01/92	$ 775	$ 3,848	$ 5,000	$ 377	
Toyota pickup #2	3/01/89	12/01/92	400	3,848	5,000	752	
Toyota pickup #3	3/01/89	12/01/92	700	3,848	5,000	452	
Isuzu pickup #1	5/23/89	11/01/92	1,600	6,318	8,209	291	
1988 GMC pickup	3/01/89	7/01/92	1,200	6,661	8,861	1,000	
						$ 2,872	$ 0

Grp	Asset	Description		Date Acquired	Cost	AEI	Basis	Per	Conv	Mth	Prior	Current
Prior MACRS:												
1	1	Computer		1/01/87	2,363		2,363	5	HY	200DB	2,184	179
1	2	Computer furniture		1/01/88	530		530	7	HY	200DB	375	44
1	3	Typewriter		1/01/88	86		86	5	HY	200DB	71	10
1	4	Furniture		1/01/88	245		245	7	HY	200DB	174	20
1	5	3/M copier		1/01/88	1,987		1,987	5	HY	200DB	1,644	229
1	7	Computer & printer		6/01/90	814		814	5	HY	200DB	423	156
1	8	1989 additions		7/01/89	4,415		4,415	7	HY	200DB	2,484	552
2	1	1988 additions		1/01/88	7,233		7,233	31	MM	S/L	1,160	230
3	1	S-10 pickup	S:11/01/92	1/01/88	8,372		8,372	5	HY	200DB	6,926	482
3	2	S-10 pickup	S:11/01/92	1/01/88	8,372		8,372	5	HY	200DB	6,926	482
3	4	Truckbed liners		1/01/88	322		322	5	HY	200DB	266	37
3	5	Truck accessories		1/01/88	566		566	5	HY	200DB	468	65
3	6	Tractor/mower		1/01/88	3,384		3,384	5	HY	200DB	2,800	389
3	8	Toyota pickup #1	S:11/01/92	3/01/89	5,000		5,000	5	HY	200DB	3,560	288
3	9	Toyota pickup #2	S:12/01/92	3/01/89	5,000		5,000	5	HY	200DB	3,560	288
3	10	Toyota pickup #3	S:12/01/92	3/01/89	5,000		5,000	5	HY	200DB	3,560	288
3	11	GMC crew cab		5/23/89	16,635		16,635	5	HY	200DB	11,844	1,916
3	12	Ford pickup		5/23/89	11,455		11,455	5	HY	200DB	8,156	1,320
3	13	Isuzu pickup #1	S:11/01/92	5/23/89	8,209		8,209	5	HY	200DB	5,845	473
3	14	Isuzu pickup #2		5/23/89	8,209		8,209	5	HY	200DB	5,845	946
3	15	Tool box		2/01/90	228		228	5	HY	200DB	119	44
3	16	Ladder rack		2/01/90	229		229	5	HY	200DB	119	44
3	17	1988 GMC pickup	S: 7/01/92	3/01/89	8,861		8,861	5	HY	200DB	6,111	550
6	1	ISCO sampler		5/01/90	2,113		2,113	5	HY	200DB	1,099	406
7	1	7 Pumping equipment (Woods)		7/01/91	730		730	7	HY	200DB	104	179
7	2	9 Meters (Woods)		7/01/91	677		677	7	HY	200DB	97	166
7	3	8 Water treatment equipment (Woods)		7/01/91	270		270	15	HY	150DB	14	26
7	4	10 Sewer treatment equipment (Woods)		7/01/91	1,569		1,569	15	HY	150DB	78	149
7	5	3 W & S Utility (Woods)		8/13/87	4,000		4,000	20	HY	150DB	1,105	217
7	6	4 Water Meters (Woods)		8/13/87	163		163	7	HY	200DB	117	18
7	7	5 Water Plant (Woods)		7/01/90	3,652		3,652	15	HY	150DB	530	312
7	8	6 Water Lines (Woods)		7/01/90	39,550		39,550	20	HY	150DB	4,338	2,641
7	9	2 Water Plant (Woods)		3/01/88	10,500		10,500	15	HY	150DB	3,229	727
					170,739		170,739				85,331	13,873
Other Depreciation:												
7	10	Land - W (Woods)		8/13/87	500		500	0	HY		0	0
7	11	Land - S (Woods)		8/13/87	500		500	0	HY		0	0
7	12	Land (Woods)		3/01/88	567		567	0	HY		0	0
		Total Other Depreciation			1,567		1,567				0	0
		Total ACRS and Other Depreciation			1,567		1,567				92,400	33,600
Amortization:												
5	1	Service contracts		3/01/89	168,000		168,000	5	HY		92,400	33,600
					168,000		168,000				92,400	33,600

USA UTILITIES, INC., UNIT 2 &
ALLIED UTILITIES, INC.

APPORTIONMENT SCHEDULE FOR A CONTROLLED GROUP
DECEMBER 31, 1992

THE UNDERSIGNED HEREBY CONSENT FOR THEIR RESPECTIVE CORPORATIONS TO THE FOLLOWING APPORTIONMENT OF THE $75,000 SURTAX EXEMPTION UNDER THE IRC SECTION 1561 (a).

1561 (a) $75,000 SURTAX EXEMPTION

	CORPORATION: NAME, ADDRESS, I.D.#, YEAR-END	1ST $50,000	2ND $25,000	FLORIDA EXEMPTION $5,000
1)	USA UTILITIES, INC., UNIT 2 6608 WALTON WAY TAMPA, FL 33610 59-2693943 DECEMBER 31, 1992	$ -0-	$ -0-	$ -0-
2)	ALLIED UTILITIES, INC. 6608 WALTON WAY TAMPA, FL 33610 59-2870341 DECEMBER 31, 1992	$50,000	$25,000	$5,000
	TOTALS	$50,000	$25,000	$5,000

THE ORIGINAL OF THIS STATEMENT HAS BEEN FILED WITH THE DISTRICT DIRECTOR OF THE INTERNAL REVENUE, ATLANTA, GA 39901.

1) J D Sullivan — USA UTILITIES, INC., UNIT 2 — 6/29/93 DATE — Secretary TITLE

2) J D Sullivan — ALLIED UTILITIES, INC. — 6/29/93 DATE — President TITLE

HOMOSASSA UTILITIES, INC. &
ALLIED UTILITIES, INC.

APPORTIONMENT SCHEDULE FOR A CONTROLLED GROUP
DECEMBER 31, 1992

THE UNDERSIGNED HEREBY CONSENT FOR THEIR RESPECTIVE CORPORATIONS TO THE FOLLOWING APPORTIONMENT OF THE $75,000 SURTAX EXEMPTION UNDER THE IRC SECTION 1561 (a).

1561 (a) $75,000 SURTAX EXEMPTION

	CORPORATION: NAME, ADDRESS, I.D.#, YEAR-END	1ST $50,000	2ND $25,000	FLORIDA EXEMPTION $5,000
1)	HOMOSASSA UTILITIES, INC. 6608 WALTON WAY TAMPA, FL 33610 59-2870341 DECEMBER 31, 1992	$ -0-	$ -0-	$ -0-
2)	ALLIED UTILITIES, INC. 6608 WALTON WAY TAMPA, FL 33610 59-2870300 DECEMBER 31, 1992	$50,000	$25,000	$5,000
	TOTALS	$50,000	$25,000	$5,000

THE ORIGINAL OF THIS STATEMENT HAS BEEN FILED WITH THE DISTRICT DIRECTOR OF THE INTERNAL REVENUE, ATLANTA, GA 39901.

1) J O'Sullivan — HOMOSASSA UTILITIES, INC. — 6/29/93 (DATE) — President (TITLE)

2) J O'Sullivan — ALLIED UTILITIES, INC. — 6/29/93 (DATE) — President (TITLE)

USA 0314 6:28

Form **7004**
(Rev. October 1991)
Department of the Treasury
Internal Revenue Service

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

OMB No. 1545-0233
Expires 10-31-94

Name of corporation
USA UTILITIES, INC., UNIT 2

Employer identification number
59-2870324

Number, street, and room or suite no. (If a P.O. box, see instructions.)
6608 WALTON WAY

City or town, state, and ZIP code
TAMPA FL 33610

Check type of return to be filed:

- [X] Form 1120
- [ ] Form 1120-A
- [ ] Form 1120-DF
- [ ] Form 1120F
- [ ] Form 1120-FSC
- [ ] Form 1120-H
- [ ] Form 1120L
- [ ] Form 1120-ND
- [ ] Form 1120-PC
- [ ] Form 1120-POL
- [ ] Form 1120-REIT
- [ ] Form 1120-RIC
- [ ] Form 1120S
- [ ] Form 990-C
- [ ] Form 990-T

Form 1120F 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 extension of time until 9/15/93, to file the income tax return of the corporation named above for ▸ [X] calendar year 1992, or ▸ [ ] tax year beginning ..... and ending .....

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) 3 0

4 Credits:

a Overpayment credited from prior year	4a		
b Estimated tax payments for the tax year	4b		
c Less refund for the tax year applied for on Form 4466	4c		
e Credit from regulated investment companies	Bal ▸	4d	
f Credit for Federal tax on fuels		4e	
		4f	

5 Total. Add lines 4d through 4f 5

6 **Balance due.** Subtract line 5 from line 3. **Deposit this amount with a Federal Tax Deposit (FTD) Coupon** (see instructions) 6 0

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.

James W. Hansberger CPA 3/14/93
(Signature of officer or agent) (Title) (Date)

D152 **For Paperwork Reduction Act Notice, see instructions.**

Form **7004** (Rev. 10-91)

USA 0622 1:27

U.S. Corporation Income Tax Return

Form **1120**

Department of the Treasury
Internal Revenue Service

For calendar year 1991 or tax year beginning _____, and ending _____

▶ Instructions are separate. See page 1 for Paperwork Reduction Act Notice.

OMB No 1545-0123

1991

A Check if a: (1) Consolidated return (attach Form 851) ☐ (2) Personal holding co. (attach Sch. PH) ☐ (3) Personal service corp. (as defined in Temp. Regs sec. 1.441-4T--see instructions) ☐	Use IRS label. Other-wise, please print or type.	Name: USA UTILITIES, INC., UNIT 2 Number and street: 6608 WALTON WAY City or town, state, and ZIP code: TAMPA FL 33610
		B Employer identification number: 59-2870324
		C Date incorporated: 8/04/87
		D Total assets (see Specific Inst.): $ 264,131

E Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Change in address

Income	1a.	Gross receipts/sales: 683,205	b. Less returns/allowances	c. Bal ▶ 25	1c: 683,180
	2.	Cost of goods sold (Schedule A, line 7)			2: 438,546
	3.	Gross profit. Subtract line 2 from line 1c			3: 244,634
	4.	Dividends (Schedule C, line 19)			4:
	5.	Interest			5: 1,811
	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 18 (att. Form 4797)			9: 8,490
	10.	Other income (see instructions) See Schedule			10: 254,935
	11.	**Total income.** Add line 3 through 10			11:
Deductions (See instructions for limitations on deductions.)	12.	Compensation of officers (Schedule E, line 4)		c. Bal ▶	12: 46,039
	13a.	Salaries and wages: 46,039	b. Less jobs credit	c. Bal ▶	13c: 315
	14.	Repairs			14: 50,285
	15.	Bad debts			15: 3,260
	16.	Rents			16: 13,610
	17.	Taxes			17: 9,920
	18.	Interest			18:
	19.	Contributions (see instructions for 10% limitation)	20: 19,593		19:
	20.	Depreciation (att. Form 4562)	21a:		21b: 19,593
	21.	Less depreciation claimed on Sch. A and elsewhere on return			22:
	22.	Depletion			23: 347
	23.	Advertising			24:
	24.	Pension, profit-sharing, etc., plans			25:
	25.	Employee benefit programs			26: 146,907
	26.	Other deductions See Schedule		▶	27: 290,276
	27.	**Total deductions.** Add lines 12 through 26			28: -35,341
	28.	Taxable income before net operating loss deduction & special deductions. Subtract ln. 27 from ln. 11			29c: 3
	29.	Less: a. Net operating loss deduction (see instructions)	29a: 3		30: -35,344
		b. Special deductions (Schedule C, line 20)	29b:		31:
Tax and Payments	30.	**Taxable income.** Subtract line 29c from line 28			
	31.	**Total tax** (Schedule J, line 10)			
	32.	Payments: a. 1990 overpayment credited to 1991	32a:		
		b. 1991 estimated tax payments	32b:	d. Bal ▶ 32d:	
		c. Less 1991 refund applied for on Form 4466	32c:	32e:	
		e. Tax deposited with Form 7004		32f:	
		f. Credit from regulated investment companies (att. Form 2439)		32g:	32h:
		g. Credit for Federal tax on fuels (attach Form 4136). See instr.		☐	33:
	33.	Estimated tax penalty (see page 4 of instructions). Check if Form 2220 is attached ▶			34:
	34.	**Tax due.** If the total of lines 31 and 33 is larger than line 32h, enter amount owed			35:
	35.	**Overpayment.** If line 32h is larger than the total of lines 31 and 33, enter amount overpaid			36:
	36.	Enter amt of Ln 35 you want: **Credited to 1992 estimated tax** ▶		Refunded ▶	

TAXPAYER'S COPY

Please 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 ▶	Date ▶	Title ▶	
		6/22/92		
Paid Preparer's Use Only	Preparer's signature ▶ Lorne W. Hunsberger	Date: 6/22/92	Check if self-employed ☐	Preparer's social security number: [redacted]
	Firm's name (or yours, if self-employed) and address ▶ Lorne W. Hunsberger, PA 1000 N. Ashley Dr., Suite 415 Tampa FL		E.I. No. ▶ 59-1855875	ZIP Code ▶ 33602

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Schedule A Cost of Goods Sold (See instructions.)

1.	Inventory at beginning of year	1	0
2.	Purchases	2	244,966
3.	Cost of labor	3	193,580
4a.	Additional section 263A costs (see instructions)	4a	
b.	Other costs	4b	
5.	**Total.** Add lines 1 through 4b	5	438,546
6.	Inventory at end of year	6	0
7.	**Cost of goods sold.** Subtract line 6 from line 5. Enter here and on line 2, page 1.	7	438,546

8a. Check all methods used for valuing closing inventory

(i) ☐ Cost (ii) ☐ Lower of cost or market as described in Regulations section 1.471-4 (see instructions)

(iii) ☐ Writedown of "subnormal" goods as described in Regulations section 1.471-2(c) (see instructions)

(iv) ☐ Other (Specify method used and attach explanation.) ▸

b. Check if the LIFO inventory method was adopted for this tax year for any goods (if checked, attach Form 970) ▸ ☐

c. If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO — 8c

d. Do the rules of sec. 263A (for property produced or acquired for resale) apply to the corporation? ☐ Yes ☒ No

e. 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 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 corps. (sec. 246A)		See instr.	
4.	Dividends on certain preferred stock of less-than-20% owned public utilities		41.176	
5.	Dividends on certain preferred stock of 20%-or-more-owned public utilities		47.059	
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 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 (att. Forms 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 stk. of public utilities (see inst.)			
19.	**Total dividends.** Add lines 1 through 17. Enter here and on line 4, page 1. ▸			
20.	**Total 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 of 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 (d) Common	(e) Preferred	(f) Amount of Compensation
1.		%	%	%	
		%	%	%	
		%	%	%	
		%	%	%	
		%	%	%	
2. Total compensation of officers					
3. **Less:** Compensation of officers claimed on Schedule A and elsewhere on return					
4. Compensation of officers deducted on line 12, page 1					

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Schedule J Tax Computation

1.	Check if you are a member of a controlled group (see sections 1561 and 1563) ▸		X
2.	If the box on line 1 is checked:		
a.	Enter your share of the $50,000 and $25,000 taxable income bracket amounts (in that order): (i) $ (ii) $		
b.	Enter your share of the additional 5% tax (not to exceed $11,750) ▸ $		
3.	Income tax (see instructions to figure the tax). Check this box if the corporation is a qualified personal service corporation (see instructions on page 13) ▸ ☐	3	0
4a.	Foreign tax credit (attach Form 1118)	4a	
b.	Possessions tax credit (attach Form 5735)	4b	
c.	Orphan drug credit (attach Form 6765)	4c	
d.	Credit for fuel produced from a nonconventional source (see instructions)	4d	
e.	General business credit. Enter here and check which forms are attached: ☐ Form 3800 ☐ Form 3468 ☐ Form 5884 ☐ Form 6478 ☐ Form 6765 ☐ Form 8586 ☐ Form 8830 ☐ Form 8826	4e	
f.	Credit for prior year minimum tax (attach Form 8827)	4f	
5.	**Total.** Add lines 4a through 4f	5	
6.	Subtract line 5 from line 3	6	
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). See instructions	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 15 of the instructions.)

		Yes	No
1.	Check method of accounting:		
a.	☐ Cash		
b.	☒ Accrual		
c.	☐ Other (specify) ▸		
2.	Refer to the list in the instructions and state the principal:		
a.	Business activity code no. ▸ 7389		
b.	Business activity ▸ Utility Management		
c.	Product or service ▸ Service		
3.	Did the corp. 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 sec. 267(c).) If "Yes," attach a schedule showing: (a) name, address, 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.		X
4.	Did any individual, partnership, corporation, estate, or trust at the end of the tax year own, directly/indirectly, 50% or more of the corp.'s voting stock? (For rules of attribution, see sec. 267(c).) If "Yes," complete a and b		X
a.	Attach a schedule showing name, address, and identifying number.		
b.	Enter percentage owned ▸		
5.	Did one foreign person (see instructions for definition) at any time during the tax year own 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," the corporation may have to file Form 5472. If "Yes," enter owner's country(ies) ▸ Enter number of Forms 5472 attached ▸		X
6.	Was the corporation a U.S. shareholder of any controlled foreign corporation? (See section 951 and 957.) If "Yes," attach Form 5471 for each such corporation. Enter number of Forms 5471 attached ▸		X
7.	At any time during the tax 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 acct.)? (See page 15 of the instructions for more information, including filing requirements for Form TD F 90-22.1.) If "Yes," name of foreign country ▸		X
8.	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," corp. may have to file Forms 3520, 3520-A, or 926.		X
9.	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 sections 301 and 316.) If Yes, file Form 5452. If this is a consolidated return, answer here for parent corporation and on Form 851, Affiliations Schedule, for each subsidiary.		X
10.	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▸ ☐ If so, the corporation may have to file Form 8281.		
11.	Enter the amount of tax-exempt interest received or accrued during tax yr. ▸ $		
12.	If there were 35 or fewer shareholders at the end of the tax year, enter the number ▸ 5		

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Schedule L Balance Sheets

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1. Cash		81,650		11,177
2a. Trade notes and accounts receivable	91,816		137,301	
b. Less allowance for bad debts		91,816		137,301
3. Inventories				
4. U.S. government obligations				
5. Tax-exempt securities (see instr.)				
6. Other current assets See Sche		845		5,645
7. Loans to stockholders		500		500
8. Mortgage and real estate loans				
9. Other investments				
10a. Buildings and other depreciable assets	129,434		109,627	
b. Less accumulated depreciation	71,369	58,065	75,719	33,908
11a. Depletable assets				
b. Less accumulated depletion				
12. Land (net of any amortization)				
13a. Intangible assets (amortizable only)	168,000		168,000	
b. Less accumulated amortization	58,800	109,200	92,400	75,600
14. Other assets See Sche				
15. Total assets		342,076		264,131
Liabilities and Stockholders' Equity				
16. Accounts payable		25,620		35,145
17. Mortgages, notes, bonds payable in less than 1 year		176,211		121,843
18. Other current liabilities See Sche		4,220		5,468
19. Loans from stockholders				
20. Mortgages, notes, bonds payable in 1 year or more				
21. Other liabilities				
22. Capital stock: a. Preferred stock				
b. Common stock	100	100	100	100
23. Paid-in or capital surplus		400		400
24. Retained earnings-Approp.				
25. Retained earnings-Unappropriated		135,525		101,175
26. Less cost of treasury stock				( )
27. Total liabilities and stockholders' equity		342,076		264,131

Schedule M-1 Reconciliation of Income per Books With Income per Return

(This schedule does not have to be completed if the total assets on line 15, column(d), of Schedule L are less than $25,000.)

1. Net income per books	-34,350	7. Income recorded on books this year not included on this return (itemize):	
2. Federal income tax	-1,267	a. Tax-exempt interest $	
3. Excess of capital losses over capital gains			
4. Income subject to tax not recorded on books this year (itemize):		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 $	
a. Depreciation $		b. Contributions carryover $	
b. Contributions carryover $			
c. Travel and entertainment $ 276			
	276	9. Add lines 7 and 8	
6. Add lines 1 through 5	-35,341	10. Income (line 28, page1)--Line 6 less 9	-35,341

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

(This schedule does not have to be completed if the total assets on line 15, column(d), of Schedule L are less than $25,000.)

1. Balance at beginning of year	135,525	5. Distributions: a. Cash	
2. Net income per books	-34,350	b. Stock	
3. Other increases (itemize):		c. Property	
		6. Other decreases (itemize):	
		7. Add lines 5 and 6	
4. Add lines 1, 2, and 3	101,175	8. Balance at end of year (line 4 less line 7)	101,175

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USA 0822 1:27

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach this form to your return.

OMB No. 1545-0172

1991

Attachment Sequence No. 67

Identifying number: 59-2870324

Name(s) shown on return: USA UTILITIES, INC., UNIT 2

Business or activity to which this form relates: General

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

1.	Maximum dollar limitation (see instructions)	1	$10,000
2.	Total cost of section 179 property placed in service during the tax year (see 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, but do not enter less than -0-	4	
5.	Dollar limitation for tax year--Subtract line 4 from line 1, but do not enter less than -0-	5	10,000

	(a) Description of property	(b) Cost	(c) Elected cost
6.			
7.	Listed property--Enter amount from line 26	7	
8.	Total elected cost of section 179 property--Add amounts in column (c), lines 6 and 7	8	
9.	Tentative deduction--Enter the lesser of line 5 or line 8	9	0
10.	Carryover of disallowed deduction from 1990 (see instructions)	10	
11.	Taxable income limitation--Enter the lesser of taxable income or line 5 (see instructions)	11	0
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 1992--Add lines 9 and 10, less line 12 ▶	13	

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

Part II MACRS Depreciation For Assets Placed in Service ONLY During Your 1991 Tax Year (Do Not Include Listed Property)

(a) Classification of property	(b) Mo. and yr. placed in service	(c) Basis for depreciation (Business/investment use only--see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
14. General Depreciation System (GDS) (see instructions):						
a. 3-year property						
b. 5-year property						
c. 7-year property						
d. 10-year property						
e. 15-year property						
f. 20-year property			27.5 yrs.	MM	S/L	
g. Residential rental property			27.5 yrs.	MM	S/L	
			31.5 yrs.	MM	S/L	
h. Nonresidential real property			31.5 yrs.	MM	S/L	
15. Alternative Depreciation System (ADS) (see instructions):						
a. Class life					S/L	
b. 12-year			12 yrs.		S/L	
c. 40-year			40 yrs.	MM	S/L	

Part III Other Depreciation (Do Not Include Listed Property)

16.	GDS and ADS deductions for assets placed in service in tax years beginning before 1991 (see instructions)	16	19,593
17.	Property subject to section 168(f)(1) electio (see instructions)	17	
18.	ACRS and other depreciation (see instructions)	18	

Part IV Summary

19.	Listed property--Enter amount from line 25	19	
20.	Total--Add deductions on line 12, lines 14 and 15 in column(g), and lines 16 through 19. Enter here and on the appropriate lines of your return. (Partnerships and S corporations--see instructions)	20	19,593
21.	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs (see instructions)	21	

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

If you are using the standard mileage rate or deducting vehicle lease expense, complete columns(a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A.--Depreciation (Caution: See instructions for limitations for automobiles)

22a. Do you have evidence to support the bus./inv. use claimed? ☐ Yes ☐ No 22b If "Yes" is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Bus./inv. use percentage	(d) Cost or other basis	(e) Basis for depreciation (bus./inv. use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
23. Property used more than 50% in a qualified business use (see instructions):								
		%						
24. Property used 50% or less in a qualified business use (see instructions):								
		%				S/L-		
25. Add amounts in column (h). Enter the total here and on line 19, page 1							25	
26. Add amounts in column (i). Enter the total here and on line 7, page 1							26	

Section B.--Information Regarding Use of Vehicles-- If you deduct expenses for vehicles:

- Always 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	
27. Total business/investment miles driven during the year (DO NOT include commuting miles)												
28. Total commuting miles driven during the year												
29. Total other personal (noncommuting) miles driven												
30. Total miles driven during the year--Add lines 27 through 29												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
31. Was the vehicle available for personal use during off-duty hours?												
32. Was the vehicle used primarily by a more than 5% owner or related person?												
33. 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. **Note:** Section B must always completed for vehicles used by sole proprietors, partners, or other more than 5% owners or related persons.)

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

Note: If your answer to 34, 35, 36, 37 or 38 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
39. Amortization of costs that begins during your 1991 tax year:					
40. Amortization of costs that began before 1991				40	33,600
41. Total. Enter here and on "Other Deductions" or "Other Expenses" line on your return				41	33,600

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Page 1 - Other Income

Description	Amount
Miscellaneous income	$ 8,490
	$ 8,490

Page 1, Line 26 - Other Deductions

Description	Amount
Accounting	$ 20,480
Administration expense	5,028
Auto expense	6,520
Bank charges	1,409
Casual labor	2,828
Common area maintenance	117
Dues & subscriptions	680
Education	89
Employee medical	3,075
Equipment rental	827
Equipment repairs	652
Freight charges	280
Janitorial services	560
Insurance expense - general	26,154
Insurance expense - group	8,789
Legal	2,920
Meeting	72
Miscellaneous expense	2,125
Office expense	12,521
Payroll preparation	455
Penalties	2,131
Professional fees	334
Return check charge	1,005
Small tools	2,040
Sanitation service	62
Telephone	9,303
Utilities	1,746
80% of Meals & entertainment	1,105
Amortization	33,600
	$ 146,907

NET OPERATING LOSS CARRYOVER

Description	Amount
NOL FYE 12/31/90	$ 3
	$ 3

Page 4, Schedule L, Line 6 - Other Current Assets

Description	Beginning of Year	End of Year
Utility deposits	$ 845	$ 845

(Cont.)

Page 4, Schedule L, Line 6 - Other Current Assets

Description	Beginning of Year	End of Year
Prepaid-other		$ 4,800
	$ 845	$ 5,645

Page 4, Schedule L, Line 18 - Other Current Liabilities

Description	Beginning of Year	End of Year
FICA & federal withholding	$ 4,625	$ -551
State unemployment payable	12	-1,381
Federal unemployment payable	95	-582
Other accrued taxes	125	7,776
Federal income tax payable	-610	-610
Florida income tax payable	-27	816
	$ 4,220	$ 5,468

USA UTILITIES, INC., UNIT 2
FYE: 12/31/91
EIN: 59-2870324

7/28/92 11:09 am

Page 1 - Taxes

Description	Amount
Payroll tax expense	$ 5,708
Taxes & licenses	7,902
	$ 13,610

Grp	Asset	Description	Date Acquired	Cost	AEI	Basis	Per Conv	Mth	Prior	Current
Prior MACRS:										
1	1	Computer	1/01/87	2,363		2,363	5	HY 200DB	1,825	358
1	2	Computer furniture	1/01/88	530		530	7	HY 200DB	314	62
1	3	Typewriter	1/01/88	86		86	5	HY 200DB	61	10
1	4	Furniture	1/01/88	245		245	7	HY 200DB	145	29
1	5	3/H copier	1/01/88	1,987		1,987	5	HY 200DB	1,415	229
1	7	Computer & printer	6/01/90	814		814	5	HY 200DB	163	260
1	8	1989 additions	7/01/89	4,415		4,415	7	HY 200DB	1,712	772
2	1	1988 additions	1/01/88	7,233		7,233	31	MM S/L	930	230
3	1	S-10 pickup	1/01/88	8,372		8,372	5	HY 200DB	5,961	965
3	2	S-10 pickup	1/01/88	8,372		8,372	5	HY 200DB	5,961	965
3	3	Van	1/01/88	19,807		19,807	5	HY 200DB	14,102	1,141
3	4	Truckbed liners	1/01/88	322		322	5	HY 200DB	229	37
3	5	Truck accessories	1/01/88	566		566	5	HY 200DB	403	65
3	6	Tractor/mower	3/01/89	3,384		3,384	5	HY 200DB	2,410	390
3	8	Toyota pickup #1	3/01/89	5,000		5,000	5	HY 200DB	2,600	960
3	9	Toyota pickup #2	3/01/89	5,000		5,000	5	HY 200DB	2,600	960
3	10	Toyota pickup #3	5/23/89	5,000		5,000	5	HY 200DB	2,600	960
3	11	GMC crew cab	5/23/89	16,635		16,635	5	HY 200DB	8,650	3,194
3	12	Ford pickup	5/23/89	11,455		11,455	5	HY 200DB	5,957	2,199
3	13	Isuzu pickup #1	5/23/89	8,209		8,209	5	HY 200DB	4,269	1,576
3	14	Isuzu pickup #2	2/01/90	8,209		8,209	5	HY 200DB	4,269	1,576
3	15	Tool box	2/01/90	228		228	5	HY 200DB	46	73
3	16	Ladder rack	3/01/89	229		229	5	HY 200DB	46	73
3	17	1988 GMC pickup	5/01/90	8,861		8,861	5	HY 200DB	4,278	1,833
6	1	ISCO sampler		2,113		2,113	5	HY 200DB	423	676
				129,435		129,435			71,369	19,593
Amortization:										
5	1	Service contracts	3/01/89	168,000		168,000	5	HY	58,800	33,600
				168,000		168,000			58,800	33,600

ELECTION TO RELINQUISH THE
NET OPERATING LOSS CARRYBACK PERIOD

TAXPAYER INCURRED A NET OPERATING LOSS IN THE TAXABLE YEAR ENDING DECEMBER 31, 1991 AND IS ENTITLED TO A THREE YEAR CARRYBACK PERIOD WITH RESPECT TO THAT LOSS UNDER CODE SECTION 172(B)(1) OF THE INTERNAL REVENUE CODE.

PURSUANT TO CODE SECTION 172(B)(3)(C), TAXPAYER HEREBY ELECTS TO RELINQUISH THE ENTIRE CARRYBACK PERIOD WITH RESPECT TO THE NET OPERATING LOSS INCURRED IN THE TAXABLE YEAR ENDING DECEMBER 31, 1991 .

DATE: 7/28/92

SIGNATURE: T O Sullivan

TITLE: Secretary

USA UTILITIES, INC. 6
USA UTILITIES, INC., UNIT 2

APPORTIONMENT SCHEDULE FOR A CONTROLLED GROUP
DECEMBER 31, 1991

THE UNDERSIGNED HEREBY CONSENT FOR THEIR RESPECTIVE CORPORATIONS TO THE FOLLOWING APPORTIONMENT OF THE $75,000 SURTAX EXEMPTION UNDER THE IRC SECTION 1561 (a).

1561 (a) $75,000 SURTAX EXEMPTION

CORPORATION: NAME, ADDRESS, I.D.#, YEAR-END	1ST $50,000	2ND $25,000	FLORIDA EXEMPTION $5,000
1) USA UTILITIES, INC. 6608 WALTON WAY TAMPA, FL 33610 59-2693943 DECEMBER 31, 1991	$ -0-	$ -0-	$ -0-
2) USA UTILITIES, INC., UNIT 2 6608 WALTON WAY TAMPA, FL 33610 59-2870324 DECEMBER 31, 1991	$50,000	$25,000	$5,000
TOTALS	$50,000	$25,000	$5,000

THE ORIGINAL OF THIS STATEMENT HAS BEEN FILED WITH THE DISTRICT DIRECTOR OF THE INTERNAL REVENUE, ATLANTA, GA 39901.

1) J. Sullivan — USA UTILITIES, INC. — 7/28/92 (DATE) — Secretary (TITLE)

2) J. Sullivan — USA UTILITIES, INC., UNIT 2 — 7/28/92 (DATE) — Secretary (TITLE)

USA UTILITIES, INC. &
HOMOSASSA UTILITIES, INC.

APPORTIONMENT SCHEDULE FOR A CONTROLLED GROUP
DECEMBER 31, 1991

THE UNDERSIGNED HEREBY CONSENT FOR THEIR RESPECTIVE CORPORATIONS TO THE FOLLOWING APPORTIONMENT OF THE $75,000 SURTAX EXEMPTION UNDER THE IRC SECTION 1561 (a).

1561 (a) $75,000 SURTAX EXEMPTION

	CORPORATION: NAME, ADDRESS, I.D.#, YEAR-END	1ST $50,000	2ND $25,000	FLORIDA EXEMPTION $5,000
1)	USA UTILITIES, INC. 6608 WALTON WAY TAMPA, FL 33610 59-2693943 DECEMBER 31, 1991	$ -0-	$ -0-	$ -0-
2)	HOMOSASSA UTILITIES, INC. 6608 WALTON WAY TAMPA, FL 33610 59-2970341 DECEMBER 31, 1991	$50,000	$25,000	$5,000
	TOTALS	$50,000	$25,000	$5,000

THE ORIGINAL OF THIS STATEMENT HAS BEEN FILED WITH THE DISTRICT DIRECTOR OF THE INTERNAL REVENUE, ATLANTA, GA 39901.

1) T. Sullivan — USA UTILITIES, INC. — 7/28/92 (DATE) — Secretary (TITLE)

2) T. Sullivan — HOMOSASSA UTILITIES, INC. — 7/28/92 (DATE) — President (TITLE)

USA 0312 10:02

Form **7004**
(Rev. October 1991)
Department of the Treasury
Internal Revenue Service

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

OMB No. 1545-0233
Expires 10-31-94

Name of corporation
USA UTILITIES, INC., UNIT 2

Employer identification number
59-2870324

Number, street, and room or suite no. (If a P.O. box, see instructions.)
6608 WALTON WAY

City or town, state, and ZIP code
TAMPA FL 33610

Check type of return to be filed:

- [X] Form 1120
- [ ] Form 1120-A
- [ ] Form 1120-DF
- [ ] Form 1120F
- [ ] Form 1120-FSC
- [ ] Form 1120-H
- [ ] Form 1120L
- [ ] Form 1120-ND
- [ ] Form 1120-PC
- [ ] Form 1120-POL
- [ ] Form 1120-REIT
- [ ] Form 1120-RIC
- [ ] Form 1120S
- [ ] Form 990-C
- [ ] Form 990-T

Form 1120F 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 extension of time until 9/15/92, to file the income tax return of the corporation named above for ▸ [X] calendar year 1991, or ▸ [ ] tax year beginning _____, and ending _____.

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)				3	0
4. Credits:					
a. Overpayment credited from prior year	4a				
b. Estimated tax payments for the tax year	4b				
c. Less refund for the tax year applied for on Form 4466	4c		Bal. ▸ 4d		
e. Credit from regulated investment companies			4e		
f. Credit for Federal tax on fuels			4f		
5. Total. Add lines 4d through 4f				5	
6. Balance due. Subtract line 5 from line 3. **Deposit this amount with a Federal Tax Deposit (FTD) Coupon** (see instructions)				6	0

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.

Lorna W. Hennsberger (Signature of officer or agent) — CPA (Title) — 3/12/92 (Date)

0152 For Paperwork Reduction Act Notice, see instructions.

Creative Solutions, Inc. Copyright Forms Software 1991

Exhibit III A.

Late filing.

Exhibit III B.

Late filing.

Exhibit III C.

Late filing.

ORDER
22.ADDOC
37.40

EXHIBIT V.A

ORB 584 PAGE 407

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: 12-22-21 R23C337
Parcel 2: 12-22-21-R12-042

'96 MAR 12 AM 11 53
SARA H. MASON
CLERK OF CIRCUIT COURT
SUMTER COUNTY, FLA.
BY Betty Howard D.C.

RECORDED IN
PUBLIC RECORDS
SUMTER COUNTY, FLA.

292870

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

SUMTER WATER COMPANY, INC., a Florida corporation

whose post office address is:

P. O. Box 26572
Tampa, Florida 33623

2240
12th Mar 96
DATE REC'D
Betty Howard

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 Sumter 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 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:

DeAnda H. Hoylman

Print Name: DeAnda H. Hoylman

Christina Rube

Print Name: Christina N Rube

SUMTER WATER COMPANY, INC., a Florida corporation

BY: John H. Hotaling
John H. Hotaling

As its: PRESIDENT

STATE OF FLORIDA
COUNTY OF ~~ORANGE~~ Pasco

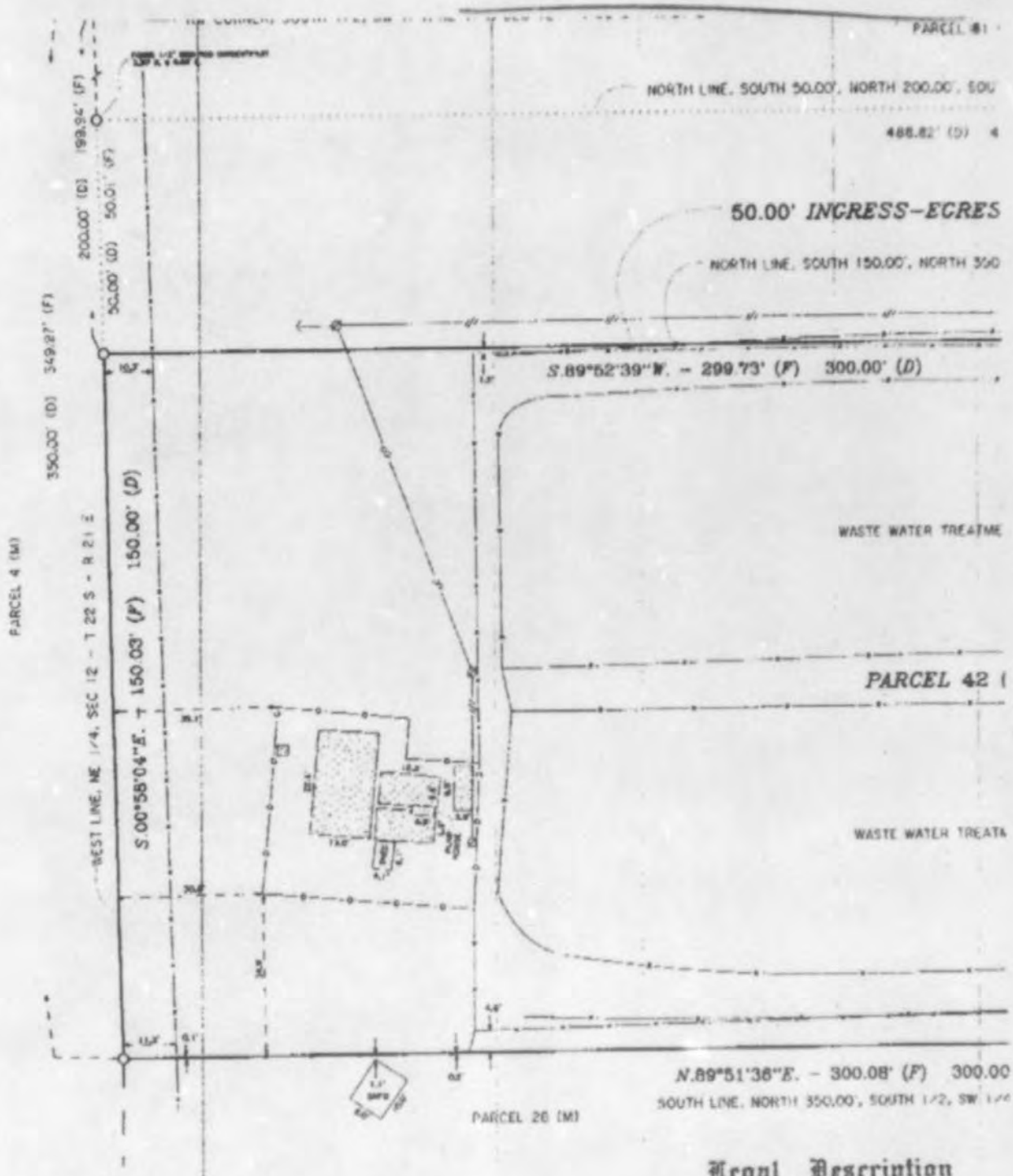
The foregoing instrument was acknowledged before me this 7th day of March, 1996 by JOHN H. HOTALING, as PRESIDENT of SUMTER WATER COMPANY, INC., a Florida corporation, who is (a) ✓ personally known to me or (b) _____ has produced _____ as identification.

Nanette J. Slusher
Notary Public
Print Name: NANETTE J. SLUSHER
My Commission Expires:

NANETTE J. SLUSHER
Notary Public, State of Florida
My Comm. Exp. 10-27-97
Comm. No. CC 326585

\gayle\crystal\sumter.ded

THE WOODS WASTEWATER PLANT



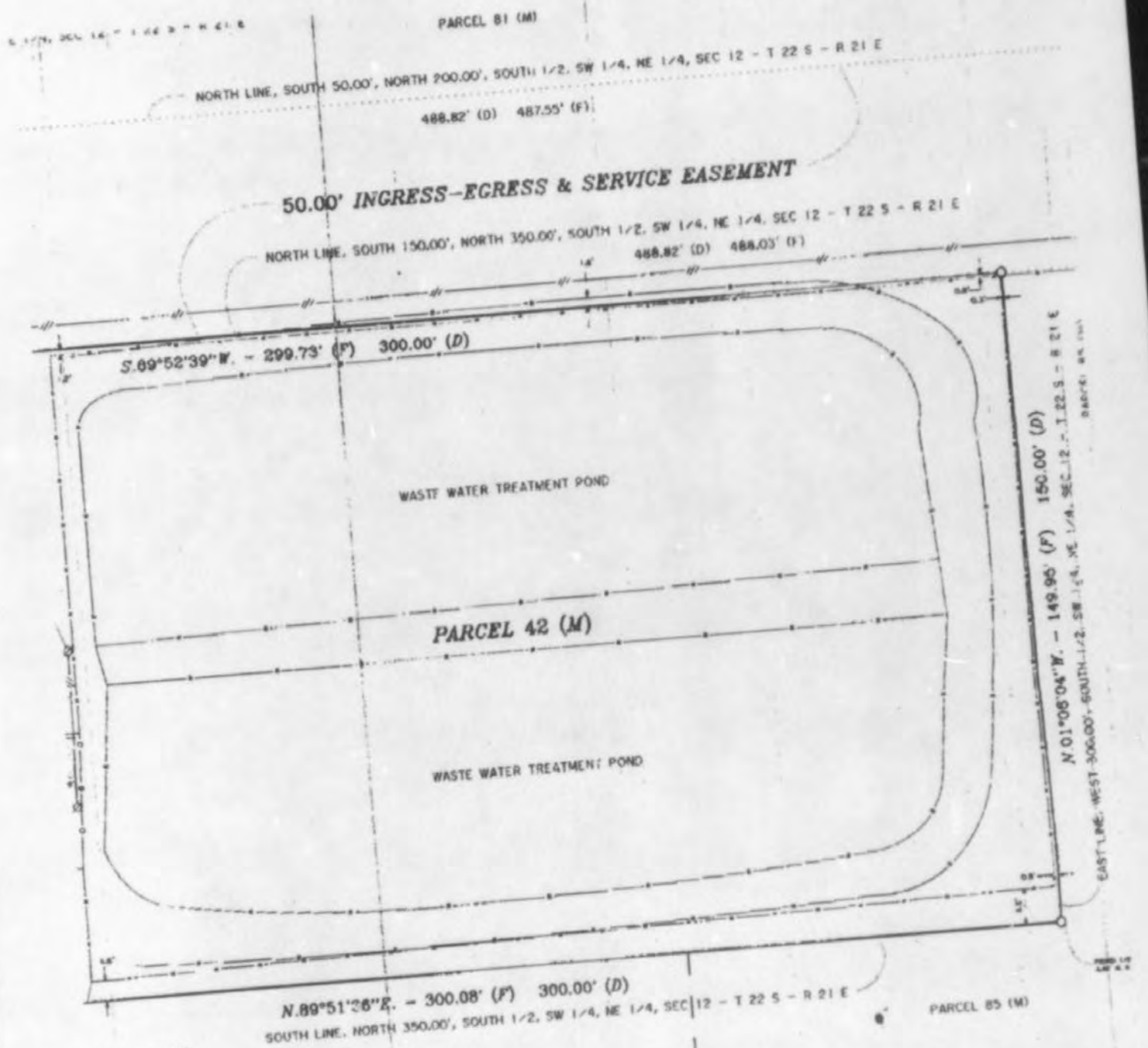
SURVEYORS NOTES:

1. Basis of Bearing: The West right-of-way line of Cedar Lane (P), establishing a bearing of N.01°05'24"W., per plat, assumed datum.
2. Description furnished.
3. Basis for Survey: Client request, existing monumentation, adjoining record plat, survey performed by James Hill dated: 10/01/1984 and Official Records Book and Page 0449/0234.
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 Sumter County, Florida.
8. Property lies in Section 12, Township 22 South, Range 21 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: 120296 0200 B, effective date: March 15, 1982.
12. Property contains: 1.03 acres more or less.

Legal Description

SEWAGE TREATMENT SITE described as: The South 150.00 feet of the North 350.00 f the West 300.00 feet of the South 1/2 of th Southwest 1/4 of the Northeast 1/4 of Se Township 22 South, Range 21 East, lying i Sumter County, Florida.
TOGETHER with an ingress-egress and ser easement over and across the South 50.00 the North 200.00 feet of the West 486.82 fe the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 22 Range 21 East, said easement being an ex of Walnut Road as shown on the plat of PI ONE OF THE WOODS, according to the plat recorded in Plat Book 4, Pages 2 and 3 of Public Records of Sumter County, Florida.
TOGETHER with and SUBJECT to covenant easements and restrictions of record.

05-29-1996 01:04PM FROM GRAHAM CLARK ET AL TO 7748627 P.09



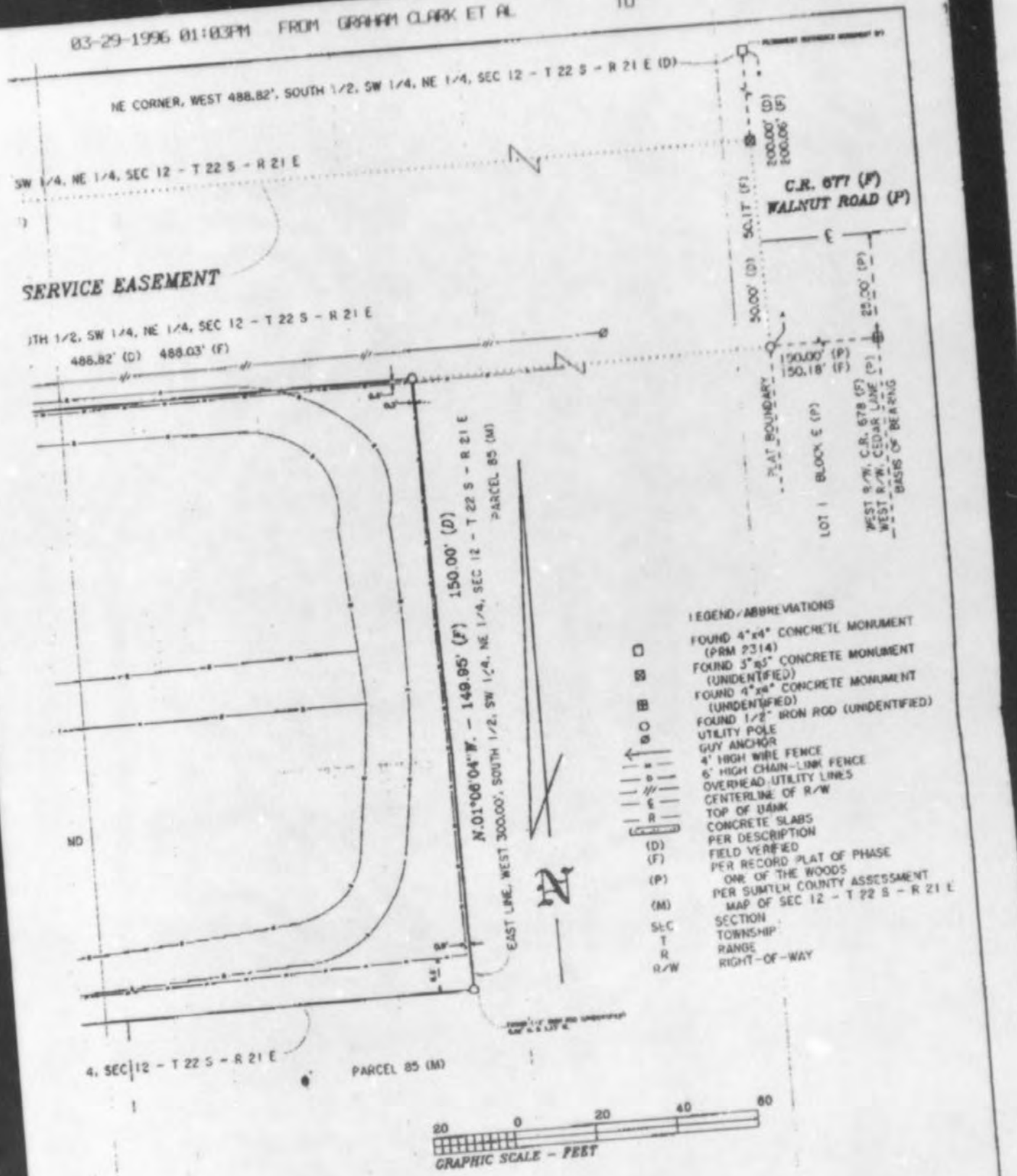
Legal Description

SEWAGE TREATMENT SITE described as:
The South 150.00 feet of the North 350.00 feet of the West 300.00 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 22 South, Range 21 East, lying in Sumter County, Florida.
TOGETHER with an ingress-egress and service easement over and across the South 50.00 feet of the North 200.00 feet of the West 488.82 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 22 South, Range 21 East, said easement being an extension of Walnut Road as shown on the plat of PHASE ONE OF THE WOODS, according to the plat thereof, recorded in Plat Book 4, Pages 2 and 3 of the Public Records of Sumter County, Florida.
TOGETHER with and SUBJECT to covenants, easements and restrictions of record.

1" = 20'	Certified to: Crystal River
SHADES	McKean & As
95-791	Surveyors, I
12/26/1995	
12/01/1995	
278/13	

625 U.S. Highway 41 South Inverness, Fl. 3
(904) 344-3555 FAX (904)

03-29-1996 01:03PM FROM CRAWFORD CLARK ET AL TO 7748627 P.08



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

1" = 20'
SCALE

SHADES
DRAWN BY

96-791
PROJECT NUMBER

12/28/1995
MAP DATE

12/01/1995
FIELD DATE

McKean & Assoc. Surveyors, Inc.

LAND AIR WATER

625 U.S. Highway 41 South Inverness, FL. 34450-6611

SURVEYOR'S CERTIFICATE

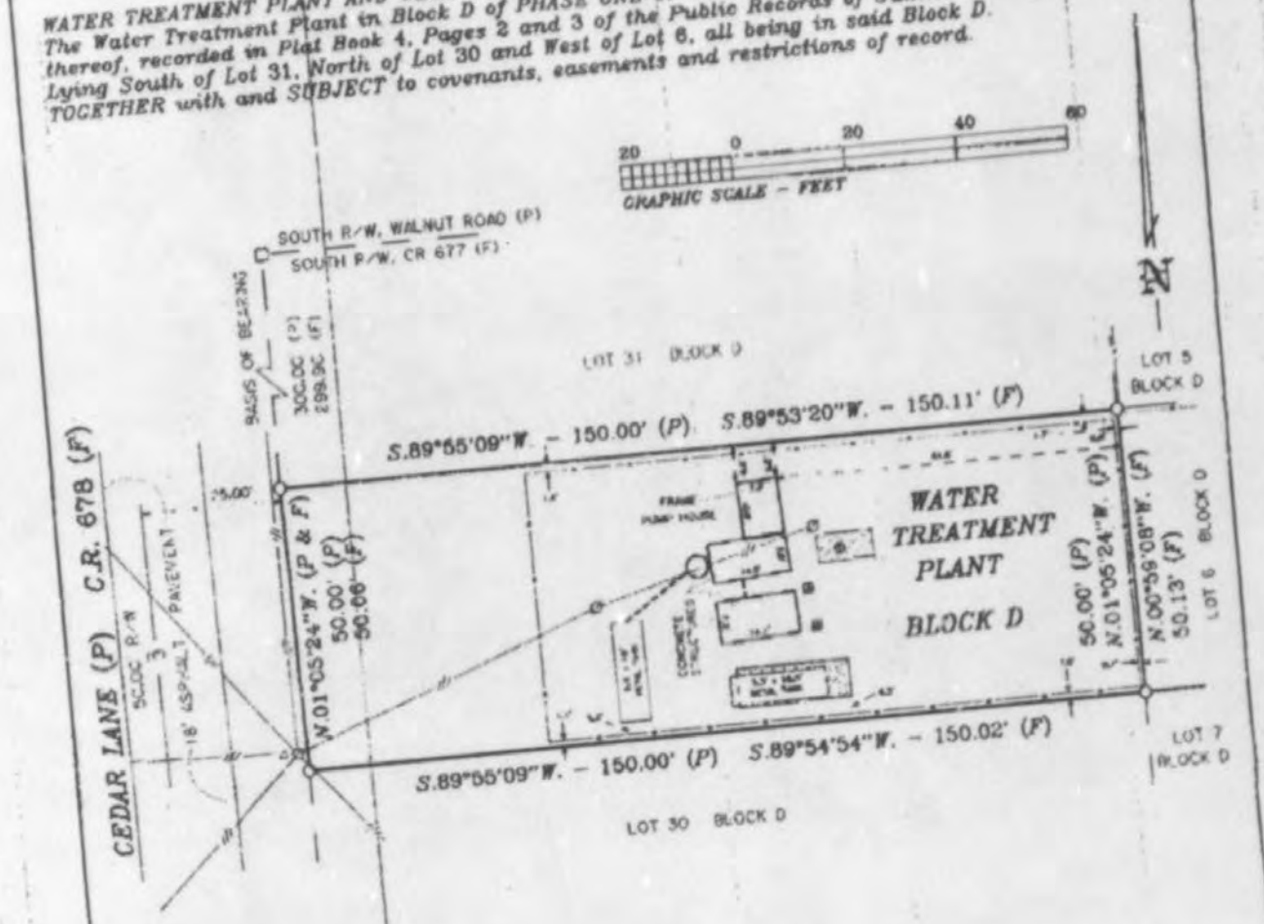
This certifies that a survey of the herein described property was made under my supervision and meets or exceeds the minimum technical standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

David R. McKean, P.L.S.

THE WOODS WATER PLANT

Legal Description

WATER TREATMENT PLANT AND WELL LOT described as:
The Water Treatment Plant in Block D of PHASE ONE OF THE WOODS, according to the plat thereof, recorded in Plat Book 4, Pages 2 and 3 of the Public Records of Sumter County, Florida. Lying South of Lot 31, North of Lot 30 and West of Lot 6, all being in said Block D.
TOGETHER with and SUBJECT to covenants, easements and restrictions of record.



SURVEYORS NOTES:

1. Basis of Bearing: The East right-of-way line of Cedar Lane (P), establishing a bearing of N.01°05'24"W., per plat, assumed datum.
2. Description furnished.
3. Basis for Survey: Client request, existing monumentation, record plat and Official Records Book and Page 0449/0234.
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 Sumter County, Florida.
8. Property lies in Section 12, Township 22 South, Range 21 East.
9. Boundary and Location Survey.
10. Improvement lies are perpendicular and/or radial to property lines.
11. Property appears to be in Flood Zone "C", per Flood Insurance Rate Map, Community Panel Number: 120296 0020 B, effective date: March 15, 1982.
12. Property contains: 0.17 acres more or less.

LEGEND/ABBREVIATIONS

○	FOUND 1/2" IRON ROD (UNIDENTIFIED)
□	3"x3" CONCRETE MONUMENT (UNIDENTIFIED)
Ø	UTILITY POLE
△	UTILITY SPLICE BOX
Ⓦ	WATER METER
⊕	4" WELL
--o/h--	OVERHEAD UTILITY LINES
--℄--	CENTERLINE OF R/W
--x--	FENCE
------	6" PVC PIPE
PVC	POLYVINYLCHLORIDE
(P)	PER RECORD PLAT
(F)	FIELD VERIFIED
R/W	RIGHT-OF-WAY
	CONCRETE SLABS

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

1" = 20'
SHADES
95-792
12/19/1995
11/30/1995
278/12

McKean & Assoc. Surveyors, Inc.
675 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 parcel 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 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dale A. McKean, P.L.S.

Florida Registered Surveyor and Mapper No. 0008115

THIS SURVEY INVALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYORS SEAL.

03-29-1996 01:04PM FROM GRAHAM CLARK ET AL TO 01 7248627 P.10

EXHIBIT "A"

WATER TREATMENT PLANT AND WELL LOT described as:

That certain lot in Phase One of THE WOODS SUBDIVISION as per plat thereof recorded in Plat Book 4, Pages 2 and 3, Public Records of Sumter County, Florida, known as the "Water Treatment Plant and Well Lot". Located in Block "D" thereof. South of Lot 31, North of Lot 30 and West of Lot 6.

SEWAGE TREATMENT SITE described as:

The South 150 feet of the North 350 feet of the West 300 feet of the S ½ of the NE ¼ of Section 12, Township 22 South, Range 21 East; said property being a portion of a subdivision known as THE WOODS located in Sumter County, Florida.

TOGETHER with an ingress-egress and service easement over and across the South 50 feet of the North 200 feet of the West 488.82 feet of the S ½ of the NE ¼ of Section 12, Township 22 South, Range 21 East, said easement being an extension of Walnut Road as now located.

ORIGINAL SHEET NO 1.0

EXHIBIT V.B

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

Table of Contents

	Sheet Number
Communities Served Listing	N/A
Index of	
Rates and Charges Schedules	18.0-27.0
Rules and Regulations	7.0-17.0
Service Availability Policy	33.0-38.0
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Robert Sterling
President

TERRITORY SERVED

CERTIFICATE NUMBER - 507-W

COUNTY - Sumter

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number	Date issued	Docket number	Type
19848	08/22/88	880013-WS	Original Certificate
25012	09/04/91	910586-WU	Certificate Amendment
PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change

Robert Sterling
President

DESCRIPTION OF TERRITORY SERVED

THAT PORTION OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 21 EAST KNOWN AS "THE WOODS" SUBDIVISION IN SUMTER COUNTY, FLORIDA:

TOWNSHIP 22 SOUTH, RANGE 21 EAST, SECTION 12

The SW 1/4 of SE 1/4 of NE 1/4; the South 600 feet of the SW 1/4 of NE 1/4, LESS the West 480 feet THEREOF; the North 736 feet of NW 1/4 of SE 1/4, LESS the West 489 feet THEREOF.

THE FOLLOWING DESCRIBED LANDS LOCATED IN PORTIONS OF SECTIONS 7 AND 12, TOWNSHIP 22 SOUTH, RANGE 21 EAST, SUMTER COUNTY, FLORIDA:

The SW 1/4 of the SE 1/4 of the NW 1/4 lying West of U.S. Highway No. 301; and the SE 1/4 of the SW 1/4 of the NW 1/4 and the SW 1/4 of the SW 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of the SW 1/4 and the NE 1/4 of the NW 1/4 of the SW 1/4 and the NW 1/4 of the NE 1/4 of the SW 1/4 lying West of U.S. Highway No. 301; thereof, all being in Section 7, Township 22 South, Range 22 East, also the SE 1/4 of the SE 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of the SE 1/4; thereof, all being in Section 12, Township 22 South, Range 21 East, Sumter County, Florida.

Robert Sterling
President

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 in a specific territory.

3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.

4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.

5.0 "COMPANY" -

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 otherwise.

9.0 "MAIN" - A pipe, conduit, or other facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 6.0)

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 mains to 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

INDEX OF RULES AND REGULATIONS

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Robert Sterling
President

(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, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company, and in the absence of specific written agreement to the contrary, they 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 NECESSARY - Water service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

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

(Continued to Sheet No. 10.0)

Robert Sterling
President

(Continued from Sheet No. 9.0)

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 water service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

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.

(Continued to Sheet No. 11.0)

Robert Sterling
President

(Continued from Sheet No. 10.0)

In no case shall a customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made 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 written notice.

9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice, and shall conform with the Rules and Regulations of the Company, and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; and the Company reserves the right to discontinue or withhold water to such apparatus or device.

(Continued to Sheet No. 12.0)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 11.0)

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

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that 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, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

(Continued to Sheet No. 13.0)

Robert Sterling
President

(Continued from Sheet No. 12.0)

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

16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days 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 the consumer for that customer's failure 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 WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The

(Continued to Sheet No. 14.0)

Robert Sterling
President

(Continued from Sheet No. 13.0)

Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

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

19.0 CHANGE OF OCCUPANCY - When change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied 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 on 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 unless 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.

(Continued to Sheet No. 15.0)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 14.0)

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 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 the quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.

(Continued to Sheet No. 16.0)

Robert Sterling
President

(Continued from Sheet No. 15.0)

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.

27.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that that customer is not billed for any water usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the Company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.

Robert Sterling
President

HELD FOR FUTURE USE

Robert Sterling
President

WATER TARIFF

INDEX OF RATE AND CHARGES SCHEDULES

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Fire Protection Service	22.0
General Service, GS	19.0
Meter Test Deposit	25.0
Miscellaneous Service Charges	26.0
Multi-Residential Service, MS	21.0
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Service Availability Fees and Charges	27.0

Robert Sterling
President

First Revised Sheet No. 19.0
Cancels Original Sheet No. 19.0

NAME OF COMPANY Crystal River Utilities, Inc

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - For water service to all customers for which no other schedule applies.

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

BILLING PERIOD - Monthly

RATE

Meter Size	Base Facility Charge
5/8" x 3/4"	$ 13.19
3/4"	19.79
1"	32.98
1 1/2"	65.93
2"	105.49
3"	210.98
4"	329.66
6"	659.32
8"	1054.90

Gallonage Charge per 1,000 gallons	$ 2.49

BASE FACILITY CHARGE - $ 13.19 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 or presented to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - November 30, 1994

TYPE OF FILING - 1994 Price Index & Pass-Through Rate Adjustment

Robert Sterling
President

First Revised Sheet No. 20.0
Cancels Original Sheet No. 20.0

NAME OF COMPANY 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.

BILLING PERIOD - Monthly

RATE

Meter Size	Base Facility Charge
5/8" x 3/4"	$ 13.19
3/4"	19.79
1"	32.98
1 1/2"	65.93
2"	105.49
3"	210.98
4"	329.66
6"	659.32
8"	1054.90

Gallonage Charge	
per 1,000 gallons	$ 2.49

BASE FACILITY CHARGE - $ 13.19 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 or presented to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - November 30, 1994

TYPE OF FILING - 1994 Price Index & Pass- Through Rate Adjustment

Robert Sterling
President

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all master-metered residential 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.

BILLING PERIOD- N/A

RATE - N/A

BASE FACILITY CHARGE -

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 is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING- Name Change

Robert Sterling
President

FIRE PROTECTION CHARGES

WATER

AVAILABILITY -

APPLICABILITY -

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

BILLING PERIOD- N/A

RATE - Public Fire Protection - per hydrant

N/A

Private Fire Protection -

N/A

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an applicant for service to satisfactory establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's Rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

(A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested,

(B) The applicant pays a cash deposit,

(C) The applicant for service furnishes an irrevocable letter of credit from a bank or surety bond.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	Residential	General Service
5/8 x 3/4"	$ 40.00	$ 40.00
1"	$ 40.00	$ 40.00
1 1/2"	N/A	N/A
Over 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. The Company shall provide the customer with reasonable written notice of not less than thirty (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 (2) monthly billing periods for the twelve-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. 21.2)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 23.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4)(a). The rate of interest is eight percent (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. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the 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 twenty-three (23) months, the Company shall refund the customer's deposit provided the customer has not, in the preceding twelve (12) months:

(a) made more than one late payment of the bill (after the expiration of twenty (20) days form the date of mailing or delivery by the Company),

(b) paid with a check refused by a bank,

(c) been disconnected or non-payment, or

(d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of twenty-three (23) months and shall pay interest on the non-residential customer's deposit at the rate of nine percent (9%) per annum upon retainment of such deposit.

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

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

SUMTER WATER COMPANY, INC.

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

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

METER SIZE	FEE
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 - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

MISCELLANEOUS SERVICE CHARGES

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

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

NORMAL RECONNECTION - This charge would be levied for transfer of service to a new customer account at a previously served location or reconnection of service subsequent to a customer requested disconnection.

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

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

Schedule of Miscellaneous Service Charges

Initial Connection	$15.00
Normal Reconnection	$15.00
Violation Reconnection	Actual
Premises Visit (in lieu of disconnection)	$10.00

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

DESCRIPTION	AMOUNT	SHEET NUMBER
Back-Flow Preventer Installation Fee		
5/8 x 3/4"	$	
1"	$	
1 1/2"	$	
2"	$	
Over 2"	Actual Cost [1]	
Customer Connection (Tap-in) Charge		
5/8 x 3/4" metered service	$	
1" metered service	$	
1 1/2" metered service	$	
2" metered service	$	
Over 2" metered service	Actual Cost [1]	
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	$	
All others-per gallon/month	$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	$	
All others-per gallon/month	$	
Inspection Fee	Actual Cost [1]	
Main Extension Charge	$ 50.00	34.0
Residential-per ERC (___)GPD	$	
All others-per gallon	$	
or		
Residential-per lot (___ foot frontage)	$	
All others-per front foot	$	
Meter Installation Fee		
5/8 x 3/4"	$	
1"	$	
1 1/2"	$	
2"	$	
Over 2"	Actual Cost [1]	
Plan Review Charge	$450.00	34.0
Plant Capacity Charge		
Residential-per ERC (___)GPD	$	
All others-per gallon	$	
System Capacity Charge		
Residential-per ERC (___)GPD	$	
All others-per gallon	$	

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

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

WATER TARIFF

INDEX OF STANDARD FORMS

	Sheet No.
APPLICATION FOR METER INSTALLATION	31.0
APPLICATION FOR WATER SERVICE	30.0
COPY OF CUSTOMER'S BILL	32.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	29.0
HELD FOR FUTURE USE	N/A

Robert Sterling
President

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Date _____ New Installation _____ Existing Installation _____

ACCOUNT INFORMATION

Name _____

Service Address _____

_____

Billing Address _____

_____

Phone No _____

Meter Size _____

Water Type		Sewer Type
_____	Single	_____
_____	Commercial	_____
_____	Industrial	_____
_____	Master Meter	_____
_____	No Service	_____
_____	Other	_____

Number of Units _____

PAYMENT INFORMATION

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
Water Plant Capacity	_____	Deposit-Water	_____
Water Main Extension	_____	Deposit-Sewer	_____
Sewer Plant Capacity	_____	Meter Installation	_____
Sewer Main Extension	_____	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

APPLICATION FOR WATER SERVICE

Date _____ New Installation _____ Existing Installation _____

ACCOUNT INFORMATION

Name _____

Service Address _____

_____

Billing Address _____

_____

Phone No _____

Meter Size _____

Water Type		Sewer Type
_____	Single	_____
_____	Commercial	_____
_____	Industrial	_____
_____	Master Meter	_____
_____	No Service	_____
_____	Other	_____

Number of Units _____

PAYMENT INFORMATION

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
Water Plant Capacity	_____	Deposit-Water	_____
Water Main Extension	_____	Deposit-Sewer	_____
Sewer Plant Capacity	_____	Meter Installation	_____
Sewer Main Extension	_____	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

EXHIBIT V.B

ORIG'

WATER TARI.

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

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Communities Served Listing	N/A
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Technical Terms and Abbreviations	5.0- 6.0
Territory Served	3.0

Robert Sterling
President

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 507-W

COUNTY - Sumter

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number	Date issued	Docket number	Type
19848	08/22/88	880013-WS	Original Certificate
25012	09/04/91	910586-WU	Certificate Amendment
PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change

Robert Sterling
President

DESCRIPTION OF TERRITORY SERVED

THAT PORTION OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 21 EAST KNOWN AS "THE WOODS" SUBDIVISION IN SUMTER COUNTY, FLORIDA:

TOWNSHIP 22 SOUTH, RANGE 21 EAST, SECTION 12

The SW 1/4 of SE 1/4 of NE 1/4; the South 600 feet of the SW 1/4 of NE 1/4, LESS the West 480 feet THEREOF; the North 736 feet of NW 1/4 of SE 1/4, LESS the West 489 feet THEREOF.

THE FOLLOWING DESCRIBED LANDS LOCATED IN PORTIONS OF SECTIONS 7 AND 12, TOWNSHIP 22 SOUTH, RANGE 21 EAST, SUMTER COUNTY, FLORIDA:

The SW 1/4 of the SE 1/4 of the NW 1/4 lying West of U.S. Highway No. 301; and the SE 1/4 of the SW 1/4 of the NW 1/4 and the SW 1/4 of the SW 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of the SW 1/4 and the NE 1/4 of the NW 1/4 of the SW 1/4 and the NW 1/4 of the NE 1/4 of the SW 1/4 lying West of U.S. Highway No. 301; thereof, all being in Section 7, Township 22 South, Range 22 East, also the SE 1/4 of the SE 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of the SE 1/4; thereof, all being in Section 12, Township 22 South, Range 21 East, Sumter County, Florida.

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 in a specific territory.

3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.

4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.

5.0 "COMPANY" -

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 otherwise.

9.0 "MAIN" - A pipe, conduit, or other facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 6.0)

President

(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 mains to 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

INDEX OF RULES AND REGULATIONS

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Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 6.0)

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Robert Sterling
President

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, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company, and in the absence of specific written agreement to the contrary, they 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 NECESSARY - Water service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

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

(Continued to Sheet No. 10.0)

Robert Sterling
President

(Continued from Sheet No. 9.0)

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 water service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

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.

(Continued to Sheet No. 11.0)

Robert Sterling
President

(Continued from Sheet No. 10.0)

In no case shall a customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made 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 written notice.

9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice, and shall conform with the Rules and Regulations of the Company, and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; and the Company reserves the right to discontinue or withhold water to such apparatus or device.

(Continued to Sheet No. 12.0)

Robert Sterling
President

WATER TARIFF

(Continued from Sheet No. 11.0)

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

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that 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, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

(Continued to Sheet No. 13.0)

Robert Sterling
President

(Continued from Sheet No. 12.0)

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

16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days 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 the consumer for that customer's failure 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 WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The

(Continued to Sheet No. 14.0)

Robert Sterling
President

(Continued from Sheet No. 13.0)

Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

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

19.0 CHANGE OF OCCUPANCY - When change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied 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 on 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 unless 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.

(Continued to Sheet No. 15.0)

Robert Sterling
President

(Continued from Sheet No. 14.0)

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 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 the quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.

(Continued to Sheet No. 16.0)

Robert Sterling
President

(Continued from Sheet No. 15.0)

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.

27.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that that customer is not billed for any water usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the Company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.

Robert Sterling
President

HELD FOR FUTURE USE

Robert Sterling
President

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Robert Sterling
President

First Revised Sheet No. 19.0
Cancels Original Sheet No. 19.0

NAME OF COMPANY Crystal River Utilities, Inc.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - For water service to all customers for which no other schedule applies.

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

BILLING PERIOD - Monthly

RATE

Meter Size	Base Facility Charge
5/8" x 3/4"	$ 13.19
3/4"	19.79
1"	32.98
1 1/2"	65.93
2"	105.49
3"	210.98
4"	329.66
6"	659.32
8"	1054.90

Gallonage Charge	
per 1,000 gallons	$ 2.49

BASE FACILITY CHARGE - $ 13.19 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 or presented to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - November 30, 1994

TYPE OF FILING - 1994 Price Index & Pass-Through Rate Adjustment

Robert Sterling
President

First Revised Sheet No. 20.0
Cancels Original Sheet No. 20.0

NAME OF COMPANY 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.

BILLING PERIOD - Monthly

RATE - Meter Size

Meter Size	Base Facility Charge
5/8" x 3/4"	$ 13.19
3/4"	19.79
1"	32.98
1 1/2"	65.93
2"	105.49
3"	210.98
4"	329.66
6"	659.32
8"	1054.90

Gallonage Charge per 1,000 gallons $ 2.49

BASE FACILITY CHARGE - $ 13.19 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 or presented to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - November 30, 1994

TYPE OF FILING - 1994 Price Index & Pass- Through Rate Adjustment

Robert Sterling
President

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all master-metered residential 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.

BILLING PERIOD- N/A

RATE - N/A

BASE FACILITY CHARGE -

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 is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING- Name Change

Robert Sterling
President

FIRE PROTECTION CHARGES

WATER

AVAILABILITY -

APPLICABILITY -

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

BILLING PERIOD- N/A

RATE - Public Fire Protection - per hydrant

N/A

Private Fire Protection -

N/A

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an applicant for service to satisfactory establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's Rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

(A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested,

(B) The applicant pays a cash deposit,

(C) The applicant for service furnishes an irrevocable letter of credit from a bank or surety bond.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	Residential	General Service
5/8 x 3/4"	$ 40.00	$ 40.00
1"	$ 40.00	$ 40.00
1 1/2"	N/A	N/A
Over 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. The Company shall provide the customer with reasonable written notice of not less than thirty (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 (2) monthly billing periods for the twelve-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. 21.2)

Robert Sterling
President

(Continued from Sheet No. 23.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4)(a). The rate of interest is eight percent (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. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the 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 twenty-three (23) months, the Company shall refund the customer's deposit provided the customer has not, in the preceding twelve (12) months:

(a) made more than one late payment of the bill (after the expiration of twenty (20) days form the date of mailing or delivery by the Company),

(b) paid with a check refused by a bank,

(c) been disconnected or non-payment, or

(d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of twenty-three (23) months and shall pay interest on the non-residential customer's deposit at the rate of nine percent (9%) per annum upon retainment of such deposit.

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

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

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:

METER SIZE	FEE
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 - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

MISCELLANEOUS SERVICE CHARGES

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

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

NORMAL RECONNECTION - This charge would be levied for transfer of service to a new customer account at a previously served location or reconnection of service subsequent to a customer requested disconnection.

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

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

Schedule of Miscellaneous Service Charges

Initial Connection	$15.00
Normal Reconnection	$15.00
Violation Reconnection	Actual
Premises Visit (in lieu of disconnection)	$10.00

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

DESCRIPTION	AMOUNT	SHEET NUMBER
Back-Flow Preventer Installation Fee		
5/8 x 3/4"	$	
1"	$	
1 1/2"	$	
2"	$	
Over 2"	Actual Cost [1]	
Customer Connection (Tap-in) Charge		
5/8 x 3/4" metered service	$	
1" metered service	$	
1 1/2" metered service	$	
2" metered service	$	
Over 2" metered service	Actual Cost [1]	
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	$	
All others-per gallon/month	$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	$	
All others-per gallon/month	$	
Inspection Fee	Actual Cost [1]	
Main Extension Charge		
Residential-per ERC (___)GPD	$ 50.00	34.0
All others-per gallon	$	
or		
Residential-per lot (___ foot frontage)	$	
All others-per front foot	$	
Meter Installation Fee		
5/8 x 3/4"	$	
1"	$	
1 1/2"	$	
2"	$	
Over 2"	$	
Plan Review Charge	Actual Cost [1]	
Plant Capacity Charge		
Residential-per ERC (___)GPD	$450.00	34.0
All others-per gallon	$	
System Capacity Charge		
Residential-per ERC (___)GPD	$	
All others-per gallon	$	

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

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

WATER TARIFF

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HELD FOR FUTURE USE	N/A

Robert Sterling
President

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Date _____ New Installation ____ Existing Installation ____

ACCOUNT INFORMATION

Name _____

Service Address _____

_____

Billing Address _____

_____

Phone No _____

Meter Size _____

Water Type		Sewer Type
____	Single	____
____	Commercial	____
____	Industrial	____
____	Master Meter	____
____	No Service	____
____	Other	____

Number of Units _____

PAYMENT INFORMATION

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
Water Plant Capacity	_____	Deposit-Water	_____
Water Main Extension	_____	Deposit-Sewer	_____
Sewer Plant Capacity	_____	Meter Installation	_____
Sewer Main Extension	_____	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

APPLICATION FOR WATER SERVICE

Date _____ New Installation _____ Existing Installation _____

ACCOUNT INFORMATION

Name _____

Service Address _____

_____

Billing Address _____

_____

Phone No _____

Meter Size _____

Water Type		Sewer Type
_____	Single	_____
_____	Commercial	_____
_____	Industrial	_____
_____	Master Meter	_____
_____	No Service	_____
_____	Other	_____

Number of Units _____

PAYMENT INFORMATION

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
Water Plant Capacity	_____	Deposit-Water	_____
Water Main Extension	_____	Deposit-Sewer	_____
Sewer Plant Capacity	_____	Meter Installation	_____
Sewer Main Extension	_____	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

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Date _____ New Installation _____ Existing Installation _____

ACCOUNT INFORMATION

Name _____

Service Address _____

Billing Address _____

Phone No _____

Meter Size _____

Water Type		Sewer Type
_____	Single	_____
_____	Commercial	_____
_____	Industrial	_____
_____	Master Meter	_____
_____	No Service	_____
_____	Other	_____

Number of Units _____

PAYMENT INFORMATION

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
Water Plant Capacity	_____	Deposit-Water	_____
Water Main Extension	_____	Deposit-Sewer	_____
Sewer Plant Capacity	_____	Meter Installation	_____
Sewer Main Extension	_____	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

WATER TARIFF

COPY OF CUSTOMER'S BILL

Sumter Water Company
P.O. BOX 1050
CRYSTAL RIVER FL 32629-1050
TELEPHONE (800) 533-4335

FIRST CLASS
PERMIT NO
2423
US POSTAGE
PAID
TAMPA
FLORIDA

ACCOUNT NUMBER	PERIOD ENDING
5043.0	05-18-93

CODE	PREV. READING	PRES. READING	USAGE	AMOUNT
WA 520	522	2		16.99
SW				16.47
TOTAL CURRENT CHARGES				33.46
PREV. AMT. DUE OR CREDIT				0.00
AMOUNT DUE				33.46

ACCOUNT NUMBER 504300

SEAGULL, LANE
14 N. GULFVIEW LN.
SEABREEZE,
FL. 34436

THIS PORTION MUST ACCOMPANY PAYMENT.
THIS BILL DUE WHEN RENDERED.

PAYMENT DUE DATE 06-04-93

AMOUNT DUE AFTER DUE DATE PAY 33.46

Robert Sterling
President

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Robert Sterling
President

WATER TARIFF

SERVICE AVAILABILITY POLICY

Service shall be deemed available when the Company, in the reasonable exercise of its discretion, determines that there is available water treatment capacity sufficient to meet the needs of the customer and the required water transmission and distribution lines are adequately sized for the additional flows.

All applications requesting a water connection shall make application on forms provided by the Company. Each application will be reviewed by the Company to determine the adequacy of existing facilities and what, if any, new facilities may be required. If found physically and financially feasible to provide service, the Company will notify the applicant and commit to provide water service.

Utility collects a plant capacity fee of $50.00 and a main extension charge of $450.00 from each new customer prior to connection of on-site customer's lines with the off-site collection system.

No separate inspection fee is charged at the time of hook-up to the system, although an inspection is performed by the Utility. If the customer's installation does not meet prescribed standards and the Utility has to make more than one inspection, the Utility shall charge an inspection fee equal to the actual cost for each additional inspection.

Robert Sterling
President

TABLE OF DAILY FLOWS

Types of Building Usages	Estimated Daily Flows of Water	
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 and unit	
Laundromat	225 gpd/washing machine	
Mobile Home Parks	300 gpd/trailer	
Movie Theaters, Auditoriums, Churches (per seat)	3 gpcd	
Nursing Homes	150 gpd/100 sq. ft.	
Office Buildings	10 gpd/100 sq. ft.	
Public Institutions (other than those listed herein)	75 gpcd	
Restaurants (per seat)	50 gpcd	
Single Family Residential	350 gpd	
Townhouse Residence	250 gpd	
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd	
Stores, without kitchen wastes	5 gpd/100 sq. ft.	
Speculative Buildings	10gpd/100 sq. ft.	
Warehouses	30 gpd plus 10gpd/ 1,000 sq. ft.	

[1] gpd - gallons per day
[2] gpcd - gallons per capita per day

Robert Sterling
President

HELD FOR FUTURE USE

Robert Sterling
President

HELD FOR FUTURE USE

Robert Sterling
President

HELD FOR FUTURE USE

Robert Sterling
President

WASTEWATER 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

Crystal River Utilities, Inc

WASTEWATER TARIFF

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Robert Sterling
President

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 441-S

COUNTY - Sumter

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number	Date issued	Docket Number	Type
19848	08/22/88	880013-WS	Original Certificate
25012	09/04/91	910586-WU	Certificate Amendment
PSC-93-1418-FOF-WS	09/29/93	930614-WS	Name Change

Robert Sterling
President

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

THAT PORTION OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 21 EAST KNOWN AS "THE WOODS" SUBDIVISION IN SUMTER COUNTY, FLORIDA:

TOWNSHIP 22 SOUTH, RANGE 21 EAST, SECTION 12

The SW 1/4 of SE 1/4 of NE 1/4; the 660 South feet of the SW 1/4 of NE 1/4, LESS the West 480 feet THEREOF; the North 736 feet of NW 1/4 of SE 1/4, LESS the West 489 feet THEREOF.

THE FOLLOWING DESCRIBED LANDS LOCATED IN PORTIONS OF SECTIONS 7 AND 12, TOWNSHIP 22 SOUTH, RANGE 21 EAST, SUMTER COUNTY, FLORIDA:

The SW 1/4 of the SE 1/4 of the NW 1/4 lying West of U.S. Highway No. 301; and the SE 1/4 of the SW 1/4 of the NW 1/4 and the SW 1/4 of the SW 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of the SW 1/4 and the NE 1/4 of the NW 1/4 of the SW 1/4 and the NW 1/4 of the NE 1/4 of the SW 1/4 lying West of U.S. Highway No. 301; thereof, all being in Section 7, Township 22 South, Range 22 East, also the SE 1/4 of the SE 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of the SE 1/4; thereof, all being in Section 12, Township 22 South, Range 21 East, Sumter County, Florida.

Robert Sterling
President

WASTEWATER 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 wastewater consumption on the utility's bills to its customers.

2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.

3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.

4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive wastewater 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 wastewater service by the company.

7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of such wastewater 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 Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from 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 wastewater service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Robert Sterling
President

(Continued from Sheet No. 5.0)

10.0 "POINT OF COLLECTION" - For wastewater systems, "Point of Connection" shall mean the point at which the Company's piping, fittings, and valves connect with the customer's piping, fittings, and valves.

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 wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater 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 collection which includes all the pipe, fittings and valves necessary to make the connection to the customer's premises.

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

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Robert Sterling
President

WASTEWATER TARIFF

(Continued for Sheet No. 6.0)

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Robert Sterling
President

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 writ ten request by either party be resolved by the Florida Public Service Commission.

2.0 GENERAL INFORMATION - The Company's Rules and Regulations insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company, and in the absence of specific written agreement to the contrary, apply without modification or change to each and every customer to whom the Company renders wastewater 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 wastewater 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 NECESSARY - Wastewater service is furnished only after a signed application or agreement and payment of the initial connection fee are accepted by the Company. The conditions of such application or agreement are binding upon the customer as well upon the Company. A copy of the application or agreement for wastewater service accepted by the Company will be furnished to the applicant on request.

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

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly

(Continued to Sheet No. 10.0)

(Continued from Sheet No. 9.0)

authorized parties. When wastewater service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such wastewater service by the principal or agent 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 wastewater service is rendered.

5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue wastewater 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 wastewater 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 - Wastewater service purchased from the Company shall be used by the consumer only for the purposes specified in the application for wastewater service. Wastewater service rendered to the customer for the consumer's own use and shall be collected directly into the Company's main wastewater lines.

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 wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the consumer's wastewater service will be is subject to discontinuance until such unauthorized extension, remetering, sale, or disposition of service discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classifications and rate schedules)

(Continued to Sheet No. 11.0)

Robert Sterling
President

(Continued from Sheet No. 10.0)

and until reimbursement in full 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 wastewater service, and having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater 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 twenty-four (24) hours written notice.

9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may ad versely affect the wastewater service; the Company re serves the right to discontinue or withhold wastewater service to such apparatus or device.

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

(Continued to Sheet No. 12.0)

Robert Sterling
President

(Continued from Sheet No. 11.0)

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a 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 wastewater 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 wastewater 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, inspecting, or removing the Company's property 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 wastewater service.

(Continued to Sheet No. 13.0)

Robert Sterling
President

(Continued from Sheet No. 12.0)

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

16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Wastewater service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Wastewater 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 wastewater service to a customer for that customer's failure to pay the bills on time.

Partial payment of any bill for wastewater 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 WASTEWATER AND WATER SERVICE BILLS CONCURRENTLY - When both wastewater and water service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both wastewater service and water service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not re-establish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.

(Continued to Sheet No. 14.0)

Robert Sterling
President

(Continued from Sheet No. 13.0)

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

19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater 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 wastewater service rendered on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied wastewater 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 wastewater 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 - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.

(Continued to Sheet No. 15.0)

Robert Sterling
President

(Continued from Sheet No. 14.0)

21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.340 and 25-30.350, Florida Administrative Code.

22.0 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 Rules 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.

23.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

23.1 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that that customer is not billed for any wastewater usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the Company to be able to recover its fixed cost of having wastewater service available to those premises upon request by the customer.

Robert Sterling
President

HELD FOR FUTURE USE

Robert Sterling
President

HELD FOR FUTURE USE

Robert Sterling
President

INDEX OF RATES AND CHARGES SCHEDULES

	Sheet No.
Customer Deposits	22.0-23.0
General Service, GS	19.0
Miscellaneous Service Charges	24.0
Multi-Residential Service, MS	21.0
Residential Service, RS	20.0
Service Availability Fees and Charges	25.0

Robert Sterling
President

First Revised Sheet No. 19.0
Cancels Original Sheet No. 19.0

NAME OF COMPANY Crystal River Utilities, Inc

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the Sumter County Systems.

APPLICABILITY - For wastewater service to all customers for which no other schedule applies.

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

BILLING PERIOD - Monthly

RATE

Meter Size	Base Facility Charge
5/8" x 3/4"	$ 12.90
3/4"	19.36
1"	32.25
1 1/2"	64.49
2"	103.18
3"	206.37
4"	322.45
6"	644.90
8"	1031.84
Gallonage Charge per 1,000 gallons (No Maximum)	$ 3.37

Base Facility Charge - $ 12.90 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 - November 30, 1994

TYPE OF FILING - 1994 Price Index & Pass-Through Rate Adjustment

Robert Sterling
President

First Revised Sheet No. 20.0
Cancels Original Sheet No. 20.0

NAME OF COMPANY Crystal River Utilities, Inc.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the Sumter County systems.

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

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

BILLING PERIOD - Monthly

RATE - Meter Size

Meter Size	Base Facility Charge
5/8" x 3/4"	$ 12.90
3/4"	19.36
1"	32.25
1 1/2"	64.49
2"	103.18
3"	206.37
4"	322.45
6"	644.90
8"	1031.84

Gallonage Charge
per 1,000 gallons
(6,000 gallon maximum) $ 2.81

Base Facility Charge - $ 12.90 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 - November 30, 1994

TYPE OF FILING - 1994 Price Index & Pass Through Rate Adjustment

Robert Sterling
President

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the Sumter County systems.

APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.

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

BILLING PERIOD - Monthly

RATE - Per Unit

	Base Facilities Charge
All meter sizes	N/A

Gallonage Charge per 1,000 gallons	N/A

BASE FACILITY CHARGE - N/A

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 - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an applicant for service to satisfactory establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's Rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

(A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested,

(B) The applicant pays a cash deposit,

(C) The applicant for service furnishes an irrevocable letter of credit from a bank or surety bond.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	Residential	General Service
5/8 x 3/4"	$ 40.00	$ 40.00
1"	$ 40.00	$ 40.00
1 1/2"	N/A	N/A
Over 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. The Company shall provide the customer with reasonable written notice of not less than thirty (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 wastewater service for two (2) monthly billing periods for the twelve-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. 23.0)

Robert Sterling
President

WASTEWATER TARIFF

(Continued from Sheet No. 22.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4)(a). The rate of interest is eight percent (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. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the 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 twenty-three (23) months, the Company shall refund the customer's deposit provided the customer has not, in the preceding twelve (12) months:

(a) made more than one late payment of the bill (after the expiration of twenty (20) days form the date of mailing or delivery by the Company),

(b) paid with a check refused by a bank,

(c) been disconnected or non-payment, or

(d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of twenty-three (23) months and shall pay interest on the non-residential customer's deposit at the rate of nine percent (9%) per annum upon retainment of such deposit.

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

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

NORMAL RECONNECTION - This charge would be levied for transfer of service to a new customer account at a previously served location or reconnection of service subsequent to a customer requested disconnection.

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

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

Schedule of Miscellaneous Service Charges	
Initial Connection	$15.00
Normal Reconnection	$15.00
Violation Reconnection	Actual Cost [1]
Premises Visit (in lieu of disconnection)	$10.00

[1] Actual cost is equal to the total cost incurred for services.

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

WASTEWATER TARIFF

SCHEDULE OF FEES AND CHARGES

DESCRIPTION	AMOUNT	SHEET NUMBER
Customer Connection (Tap-in) Charge		
5/8 x 3/4" metered service	$	
1" metered service	$	
1 1/2" metered service	$	
2" metered service	$	
Over 2" metered service	Actual Cost [1]	
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	$	
All others-per gallon/month	$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	$	
All others-per gallon/month	$	
Inspection Fee	Actual Cost [1]	
Main Extension Charge		
Residential-per ERC (___)GPD	$ 50.00	31.0
All others-per gallon	$	
or		
Residential-per lot (___ foot frontage)	$	
All others-per front foot	$	
Plan Review Charge	Actual Cost [1]	
Plant Capacity Charge		
Residential-per ERC (___)GPD	$ 450.00	31.0
All others-per gallon	$	
System Capacity Charge		
Residential-per ERC (___)GPD	$	
All others-per gallon	$	

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

EFFECTIVE DATE - October 8, 1993

TYPE OF FILING - Name Change

Robert Sterling
President

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	Sheet No.
APPLICATION FOR WASTEWATER SERVICE.....	28.0
COPY OF CUSTOMER'S BILL	29.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	27.0
HELD FOR FUTURE USE	N/A

Robert Sterling
President

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

SUMTER WATER COMPANY, INC.

Date _____ New Installation _____ Existing Installation _____

ACCOUNT INFORMATION

Name _____
Service Address _____
_____
Billing Address _____
_____
Phone No _____
Meter Size _____

Water Type		Sewer Type
_____	Single	_____
_____	Commercial	_____
_____	Industrial	_____
_____	Master Meter	___
_____	No Service	_____
_____	Other	_____

Number of Units _____

PAYMENT INFORMATION

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
Water Plant Capacity	_____	Deposit-Water	_____
Water Main Extension	_____	Deposit-Sewer	_____
Sewer Plant Capacity	_____	Meter Installation	_____
Sewer Main Extension	_____	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

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

SUMTER WATER COMPANY, INC.

Date _____ New Installation _____ Existing Installation _____

ACCOUNT INFORMATION

Name _____

Service Address _____

Billing Address _____

Phone No _____

Meter Size _____

Water Type		Sewer Type
_____	Single	_____
_____	Commercial	_____
_____	Industrial	_____
_____	Master Meter	_____
_____	No Service	_____
_____	Other	_____

Number of Units _____

PAYMENT INFORMATION

DESCRIPTION	AMOUNT
Water Plant Capacity	_____
Water Main Extension	_____
Sewer Plant Capacity	_____
Sewer Main Extension	_____

DESCRIPTION	AMOUNT
Deposit-Water	_____
Deposit-Sewer	_____
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

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

FIRST CLASS PERMIT NO. 2423 U.S. POSTAGE PAID TAMPA FLORIDA

ACCOUNT NUMBER	PERIOD ENDING
5043.0	05-18-93

CODE	PREV. READING	PRES. READING	USAGE	AMOUNT
WA 520	522	2		16.99
SW				16.47
TOTAL CURRENT CHARGES				33.46
PREV. AMT. DUE OR CREDIT				0.00
AMOUNT DUE				33.46

ACCOUNT NUMBER 504300

SEAGULL, LANE
14 N. GULFVIEW LN.
SEABREEZE,
FL. 34436

THIS PORTION MUST ACCOMPANY PAYMENT.
THIS BILL DUE WHEN RENDERED.

PAYMENT DUE DATE 06-04-93

AMOUNT DUE AFTER DUE DATE PAY: 33.46

Robert Sterling
President

INDEX OF SERVICE AVAILABILITY

	Sheet Number
Schedule of Fees and Charges.....	25.0
Service Availability Policy.....	31.0
Table of Daily Flows.....	N/A

Robert Sterling
President

SERVICE AVAILABILITY POLICY

Service shall be deemed available when the Company, in the reasonable exercise of its discretion, determines that there is available wastewater treatment capacity sufficient to meet the needs of the customer and the required wastewater collection lines are adequately sized for the additional flows.

All applications requesting a wastewater connection shall make application on forms provided by the Company. Each application will be reviewed by the Company to determine the adequacy of existing facilities and what, if any, new facilities may be required. If found physically and financially feasible to provide service, the Company will notify the applicant and commit to provide sewer service.

Utility collects a plant capacity fee of $450.00 and a main extension charge of $50.00 from each new customer prior to connection of on-site customer's lines with the off-site collection system.

No separate inspection fee is charged at the time of hook-up to the system, although an inspection is performed by the Utility. If the customer's installation does not meet prescribed standards and the Utility has to make more than one inspection, the Utility shall charge an inspection fee equal to the actual cost for each additional inspection.

All contributions in aid of construction must be increased for the related tax impact as further explained on Sheet No. 26.0.

Robert Sterling
President

HELD FOR FUTURE USE

Robert Sterling
President

HELD FOR FUTURE USE

Robert Sterling
President

HELD FOR FUTURE USE

Robert Sterling
President

HELD FOR FUTURE USE

Robert Sterling
President

EXHIBIT V.C.1

FLORIDA

Public Service Commission

CERTIFICATE NUMBER

507 - W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

SUMTER WATER COMPANY, INC.

Whose principal address is

6608 Walton Way

Tampa, Florida 33610-5517 (Sumter County)

to provide water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	19848	DOCKET	880013-WS
ORDER	25012	DOCKET	910586-WU
ORDER	PSC-92-1113-FOF-WS	DOCKET	920176-WS
ORDER	PSC-93-1418-FOF-WS	DOCKET	930614-WS

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Director
Division of Records & Reporting

EXHIBIT 26

EXHIBIT V. C2

FLORIDA

Public Service Commission

CERTIFICATE NUMBER

441 - S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

SUMTER WATER COMPANY, INC.

Whose principal address is

6608 Walton Way

Tampa, Florida 33610-5517 (Sumter County)

to provide wastewater service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 19848	DOCKET 880013-WS
ORDER PSC-92-1113-FOF-WS	DOCKET 920176-WS
ORDER PSC-93-1418-FOF-WS	DOCKET 930614-WS
ORDER	DOCKET

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Director
Division of Records & Reporting

EXHIBIT 2b

Exhibit II A.

Public Interest. The transfer of certificates 441-S and 507-W to Crystal River Utilities, Inc. (CRU) will serve the public interest primarily because the Seller has retired and divesting himself from all interests in community systems. This water and wastewater system, together with Seven Rivers Utilities, Inc. (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 Sumter Water Company, reducing the redundancy and inefficiencies that are inherant 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 fulfull the committments, obligations and representations of the Seller with regard to utility matters.

EXHIBIT II C

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.

l. 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.

Printed Name Lee Bowles

By
Printed Name Richard Bowles
Title VP

Printed Name

Date: 10-24-95

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 Sumter Water Company 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. 25139, issued September 30, 1991. Net book value or rate base at that time was set at $4,933 for water and $25,750 for wastewater. The applicant obtained a copy of the original rate case and has estimated the Net Book Value (rate base) for the water and wastewater as of December 31, 1995. No additions have been made to the utility since the test year. The rate case provided for 68 active equivalent meters. As of this application there are 66 equivalent meters active in the community, therefore no adjustment to Use and Useful Plant has been included in this estimate. No attempt was made to include inflation into these estimates.

Sewer	Order 25139 12/31/90	Changes	12/31/95	Notes
Utility Plant in Service	87747	0	87747	no additions
Land	7500	0	7500	no additions
Accumulated Depreciation	(40873)	(6835)	(47708)	$1367 per year
CIAC	(59692)	0	(59682)	no contributions
Accu. Amort of CIAC	34636	3955	38591	$791 per year
Future Plant	(5082)	0	(5082)	no new connections
Working Capital Allowance	1514	0	1514	1/8 O&M expense
Net Book Value (Rate Base)	25750	(2880)	**22870**	without inflation

Water	Order 25139 12/31/90	Changes	12/31/95	Notes
Utility Plant in Service	92670	0	92670	no additions
Land	7500	0	7500	no additions
Accumulated Depreciation	(42569)	(6230)	(48799)	$1246 per year
CIAC	(66510)	0	(66510)	no contributions
Accu. Amort. of CIAC	21161	3575	24736	$715 per year
Future Plant	(5027)	0	(5027)	no new connections
Working Capital Allowance	1709	0	1709	1/8 O&M expense
Net Book Value (Rate Base)	4933	(2655)	**2279**	without inflation

Total Rate Base Estimate as of December 31, 1995 **$25,149**